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**DECLARATION OF CONDOMINIUM  
FOR  
THE PROMENADE AT PALENCIA CONDOMINIUM**

THIS DECLARATION, made as of the 21 day of April 2005, by The Village, LLP, a Florida limited liability partnership, hereinafter referred to as the "Declarant," recites and provides:

**RECITALS:**

- A. The Declarant is the owner of real property in St. Johns County, Florida described in Exhibit "A".
- B. The Declarant is developing a Condominium on such real property.
- C. To protect the beauty of the Condominium, to assure its continued maintenance as a residential condominium of the highest quality and to promote the well-being of all Owners of Units within the Condominium, the Declarant wishes to subject such property to the covenants, restrictions, easements, charges and liens of this Declaration, to be maintained by a non-profit Association with the power and duty of administering and enforcing the provisions of this Declaration.

**STATEMENT SUBMITTING PROPERTY TO  
CONDOMINIUM OWNERSHIP**

NOW, THEREFORE, the Declarant hereby submits to condominium ownership in fee pursuant to Chapter 718, Florida Statutes, as amended from time to time (the "Condominium Act"), the real property described on Exhibit "A" and all improvements, equipment and furnishings which are now or hereafter located on such real property and intended for the use and enjoyment of the Condominium (all of which shall be known as the "Property").

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#4 Declaration 4F

THIS INSTRUMENT IS BEING RE-RECORDED TO INCLUDE THE WITNESS SIGNATURE OF V. ALISSA MARETH WHO BOTH WITNESSED AND ACTED AS NOTARY ON THE EXECUTION OF THIS INSTRUMENT BUT WHO FAILED TO SIGN THIS INSTRUMENT IN HER CAPACITY AS A WITNESS PRIOR TO ITS RECORDATION.

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

## ARTICLE I DEFINITIONS

The following definitions apply wherever the capitalized terms appear in this Declaration. Additional terms may be defined as they appear.

1.1 Articles. "Articles" are the Articles of Incorporation of the Association, a copy of which are attached as **Exhibit "C"** to this Declaration, as they may be amended from time to time.

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

(a) General Assessment. The "General Assessment" is the amount charged to each Member to meet the Association's annual budgeted expenses, as described in Section 10.2.

(b) Special Assessment. A "Special Assessment" may be charged to each Member for capital improvements or emergency expenses, in accordance with the provisions of Section 10.3.

1.3 Association. "Association" is **THE PROMENADE AT PALENCIA CONDOMINIUM ASSOCIATION, INC.**, a Florida nonprofit corporation, its successors and assigns. The Association, whose members are the Owners, is responsible for maintaining the Condominium and enforcing the Declaration including the maintenance, operation and repair of all Common Elements (except as otherwise stated herein).

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

1.5 Building. "Building" means both the 4 story building containing the Units and the underground parking garage, and a detached 1 story building containing parking spaces to be used for either extra parking or storage which constitutes a part of the Property. The Building is graphically depicted in **Exhibit "A"**.

1.6 Bylaws. "Bylaws" are the Bylaws of the Association, a copy of which are attached as **Exhibit "D"** to this Declaration, as they may be amended from time to time.

1.7 Common Elements. "Common Elements" means all of the Property except the Units,

and shall include but not be limited to:

(a) All improvements and parts of the Property not included within the Units which do not serve a particular Unit, including but not limited to the elevator, stairs, corridors and grounds;

(b) All conduits, ducts, plumbing, wiring, utility areas, installations, apparatus, services, and all such facilities which serve the Common Elements, along with all necessary easements; however, all conduits, ducts, plumbing, wiring, utility areas, installations, apparatus, and services that branch from a main line, utility area, or other apparatus to serve an individual Unit shall not be considered common elements, but will be considered the property of the Unit, along with all necessary easements;

(c) The roof, outer walls and all structural beams, posts and members within the Building and an easement of support in every portion of the Units which contributes to the support of another Unit or the Building;

(d) All driveways, parking areas including the parking garage, sidewalks and entrance ways and all other means of egress and ingress within and across the Property;

(e) Exterior awnings and canopies, if any; and

(f) All tangible personal property acquired for the maintenance and operation of the Condominium and for the common use and enjoyment of the Owners.

The term "Common Elements" shall also include Limited Common Elements, except when inconsistent with the exclusive use rights which are part of the definition of Limited Common Elements.

**1.8 Common Expenses. "Common Expenses" mean:**

(a) Expenses of administration, insurance, maintenance, operation, repair and replacement of the Common Elements and of the portions of the Units to be maintained by the Association (if any);

(b) All costs incurred by the Association in the providing of services required by this Declaration or by the Condominium Act, including wages, materials, premiums, contract services, supplies and other expenses;

(c) The costs of carrying out the powers and duties of the Association, including professional management, legal counsel and other professional fees and expenses;

(d) Expenses declared Common Expenses by any provision of this Declaration, the Bylaws or by resolution of the Board;

(e) Utility services to the Units, if not separately metered;

(f) Taxes on the Common Elements, if taxed separately from the Units; and

(g) Any valid charge against the Property as a whole.

1.9 Common Surplus. "Common Surplus" means all amounts held by the Association in excess of estimated current operating expenses and common reserve funds.

1.10 Condominium. "Condominium" means the condominium regime created by this Declaration.

1.11 Declaration. "Declaration" is this Declaration of Condominium for **THE PROMENADE AT PALENCIA CONDOMINIUM**.

1.12 Declarant. The "Declarant" is **THE VILLAGE, LLP**, a Florida limited liability partnership, its successors and assigns, or any successor or assign of all or substantially all of its interests in the development of the Condominium. The Declarant shall also be an Owner for so long as the Declarant is record owner of any Unit.

1.13 Individual Unit Charge. An "Individual Unit Charge" is a cost associated with a particular Unit, as designated throughout the Declaration. An Individual Unit Charge is not a Common Expense and, therefore, is not collectible as an Assessment, and an Individual Unit Charge is payable by the responsible Owner as provided herein.

1.14 Limited Common Elements. The "Limited Common Elements" are (i) the balconies attached to individual Units, which are to be structurally maintained by the Association as part of the Common Elements. Owner shall have exclusive use of a balcony and will be responsible for routine maintenance and care of that balcony and all balcony screens and enclosures (see Section 8.4 below); (ii) the 30 numbered parking spaces as shown in **Exhibit "A"** which are to be maintained by the Association as part of the Common Elements, but which are reserved to the exclusive use of the Owner of the Unit to which the parking spaces are assigned; and (iii) the 15 fiberglass storage lockers as shown in **Exhibit "A"** which are to be structurally maintained by the Association as part of the Common Elements, but Owner of a Unit to which a storage locker is assigned will be responsible for the routine care and maintenance of the storage locker as it is reserved for the exclusive use of Owner; (iv) the additional parking and storage space located in the one-story garage/storage structure as shown in **Exhibit "A"** which are to be maintained by the Association as part of the Common Elements, but which are reserved to the exclusive use of the Owner of the Unit to which the parking and/or storage spaces are assigned.

The Plot Plan which is a part of **Exhibit "A-3"** depicts thereon 30 numbered underground parking spaces, 6 surface spaces, the 15 numbered storage units on the Property, and the one-story garage/storage building in which a number of additional parking spaces and/or storage spaces will be located, such number to be determined at a later date. The parking spaces and storage lockers shall be Limited Common Elements appertaining to the Units to which they are assigned. Declarant shall assign in the deed by which the Declarant conveys a particular Unit to an individual purchaser, the numbered parking space(s) and storage locker(s) which shall be assigned to that Unit. Upon such assignment being made in such deed of conveyance, the parking space(s) and storage locker(s) so assigned shall be a Limited Common Element appertaining to the Unit to which it is assigned.

**1.15 Member.** Each Owner is a "Member" of the Association, as provided in Article V of this Declaration.

**1.16 Mortgage.** A "Mortgage" is a bona fide first mortgage encumbering a Unit as security for the performance of an obligation, which is held by a Mortgagee.

**1.17 Mortgagee.** A "Mortgagee" is any institutional lender which holds a bona fide first mortgage encumbering a Unit as security for the performance of an obligation. The term "institutional lender" specifically includes a bank, savings bank, savings and loan association, a mortgage lending company, an company, the Federal National Mortgage Association ("Fannie Mae") or similar agency and the Declarant.

**1.18 Owner.** "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to a condominium parcel. Owners shall not include those having such interest merely as security for the performance of an obligation.

**1.19 Property.** "Property" means all of the property, real and personal, subjected to condominium ownership by this Declaration.

**1.20 Rules and Regulations.** "Rules and Regulations" shall mean the rules and regulations adopted from time to time by the Board as contemplated by the provisions of Section 12.16 of this Declaration.

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

1.22 Unit. "Unit" means a condominium unit in the Condominium as defined by the Condominium Act and shown in **Exhibit "A"**, subject to the following boundary descriptions:

(a) Upper Boundary. The upper horizontal boundary shall be the plane of the lower surface of the unfinished ceiling.

(b) Lower Boundary. The lower horizontal boundary shall be the plane of the upper surface of the unfinished floor.

(c) Vertical Boundaries. The vertical boundaries shall be as follows:

(i) For exterior Building walls, the boundary shall be the unfinished inside wall surface of the Building. The Unit shall also include all doors (including the means of attachment and door hardware) serving only that Unit (including those which open to the Unit from a hallway or the outside), wall decorations and built-in furniture, windows and window apparatus, glass, screens and screen supports.

(ii) For interior Building walls separating the Unit from another Unit or the Common Elements, the boundary shall be the unfinished inside wall surface of the Unit. Any walls or partitions within the Unit which do not adjoin another Unit or the Common Elements shall be part of the Unit, except any part contributing to the support of the Building or another Unit or which contains conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other Units or to the Common Elements.

(d) Utility Equipment. The Unit shall also include all heating, air conditioning, water heating and other utility equipment (specifically including the air conditioner compressor and condenser and the refrigerant and electrical lines running from such compressor and condenser to the Unit) serving only that Unit, wherever such utilities may be located. The space occupied by such compressor and condenser shall be a Limited Common Element of the Unit served thereby.

(e) Excluded Area. The Unit shall not include structural beams, posts and members or conduits, ducts, plumbing, wiring, utility areas, installations, apparatus and services which serve other Units or the Common Elements. However, all conduits, ducts, plumbing, wiring, utility areas, installations, apparatus, and services that branch from a main line, utility area, or other apparatus to serve an individual Unit shall not be considered an excluded area, but will be considered the property of the Unit, along with all necessary easements. Each Unit shall be subject to easements for support in every portion of the Unit which contributes to the support of another Unit or the Building, and easements for utility services to the various Units and to the Common Elements. The boundary of the Unit shall also exclude balconies, which are defined as Limited Common Elements.

## ARTICLE II DESCRIPTION OF CONDOMINIUM

2.1 Name. The name of this Condominium shall be **THE PROMENADE AT PALENCIA CONDOMINIUM.**

2.2 Description of Condominium Property. Attached to this Declaration as composite **Exhibit "A"** are (i) the legal description of the real property portion of the Property (**Exhibit "A-1"**); (ii) a boundary survey of such property (**Exhibit "A-2"**); and (iii) the Plot Plan and graphic description of the Condominium (**Exhibit "A-3"**). Construction of the Condominium is not yet substantially complete. Upon Substantial Completion, Declarant and/or the Association shall amend this Declaration to include the certificate of surveyor, architect and/or engineer as required by the Condominium Act.

## ARTICLE III UNITS AND APPURTENANCES

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

3.2 Identification. The Units are identified, by number, in accordance with the Site Plan which is one of the drawings in **Exhibit "A-3"**.

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

(a) Common Elements, Common Surplus and Common Expenses. Each Unit shall have an undivided interest in the Common Elements and the Common Surplus, and shall bear a portion of the Common Expenses, equal to the fractions set out in **Exhibit "B"** and which is calculated on an equal fractional basis.

(b) Membership in the Association. Ownership of a Unit makes the Owner a Member in the Association, with full voting rights appurtenant thereto, and entitles such Member to an interest in the funds and assets of the Association. Each Owner's interest in the Association shall be equal to such Owner's share in the Common Elements. Pursuant to the Condominium Act, Association membership, voting rights and the rights to use Common Elements are appurtenant to the Unit and may not be denied to the Owner.

(c) Easements. Each Unit shall have and is hereby granted, as an appurtenance, the following easements:

(i) Easements through or over all Common Elements for unrestricted, perpetual ingress and egress to the Unit and for other ingress, egress and other uses as permitted by this Declaration, including maintenance, repair and replacement of the Unit and its appurtenances; and

(ii) Easements through other Units and/or the Common Elements for maintenance, repair and replacement of the Unit, and for other necessary purposes during reasonable times or, in the case of an emergency, at any time.

(d) Encroachments - If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Common Elements, as a result of the construction, reconstruction, repair, renovation, restoration, shifting, settlement or movement of any portion of the Condominium, a valid easement for the encroachment and for the maintenance, repair and replacement thereof shall exist so long as the encroachment exists. In the event any buildings, any Unit, any adjoining Unit, or any adjoining Common Element, shall be partially or totally damaged or destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then repaired or reconstructed, encroachments of portions of the Common Elements upon any Unit, or of any Unit upon any other Unit or upon any portion of the Common Elements, due to such repair or reconstruction, shall be permitted, and valid easements for such encroachments and the maintenance, repair and replacement thereof shall exist.

3.4 Combining of Units. Nothing stated herein shall prevent the combining of two or more units, or a portion thereof, into one unit or, if combined, the subsequent severance of those units into their original component parts. However, an amendment that changes the configuration or size of any Unit in any material fashion or materially alters or modifies the appurtenances to a Unit must be approved by record Owners of all other Units and the record Owner of the Unit and all record owners of liens on the Unit must join in the execution of the amendment. Owner's share and interest in the Condominium property and voting rights within the Association shall always be proportionate to the number of units owned.

#### ARTICLE IV COMMON ELEMENTS

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

4.2 Conveyance or Dedication. Any part of the Common Elements may be dedicated to



the public by the Association or otherwise conveyed, to the extent allowed by law, upon consent in writing of Members representing 75% of the votes in the Association. The Association, acting through the Board and without the necessity of further consent or approval from any Member, shall have the right to give reasonable easements over, under, across or through the Common Elements for utilities or other reasonable purposes.

**4.3 Maintenance and Management Contracts.** The Association shall be responsible for the management, control and improvement of the Common Elements and shall keep the Common Elements attractive, clean and in good repair. The Association may contract with the Declarant or any other party for the performance of all or any portion of the management of the Association and the Association's maintenance and repair obligations. The cost of the contract shall be included within the General Assessment, Special Assessment or Individual Unit Charge as applicable.

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

**4.5 Damage or Destruction of Common Elements by Owner.** If any Owner or any of guests, tenants, licensees, agents, employees or members of the family of the Owner damages any of the Common Elements as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. The cost of repair shall be the responsibility of such Owner. Should an Owner fail to promptly pay such costs, the Association reserves the right to pursue any remedy available at law for the collection of monies due under this section.

**4.6 Surface Water or Stormwater Management System Easement.** The Association, and its assigns, shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the System. By this easement, the Association shall have the right to enter upon any portion of any Unit or the Common Elements which is a part of the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

## ARTICLE V ASSOCIATION

The Association is responsible for maintaining the Common Elements and enforcing the Declaration. While the Declarant will control the Association during the development stage, the

Owners themselves will be responsible for the continuation of the Condominium through their participation in the Association.

The Articles and Bylaws of the Association, which create the Association as a non-profit corporation and provide certain procedures for its corporate organization, are attached as Exhibits "C" and "D" to this Declaration.

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

**5.2 Exercise of Vote.** Each Unit is assigned one vote. When more than one person holds an ownership interest in any Unit, all such persons shall be Members. However, the number of votes for that Unit shall not be increased, and the Members must determine among themselves how the Unit's vote may be exercised. If more than one person holds an ownership interest in a Unit and only one of those persons is present at a meeting of the Association, that person shall be entitled to cast the vote appertaining to that Unit; however, if more than one of those persons is present, the vote appertaining to that Unit shall be cast only in accordance with their unanimous agreement, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Unit without protest being made forthwith by any of the other of them to the person presiding over the meeting. Corporations, partnerships and other entities shall notify the Association of the natural person who shall be considered a Member of the Association and exercise its vote.

**5.3 Board of Directors of the Association.**

(a) **Initial Composition.** The Board shall initially consist of at least three persons who shall be originally appointed as provided in the Articles.

(b) **Election.** Owners other than the Declarant shall be entitled to elect no less than one-third (1/3) of the members of the Board when Owners other than the Declarant own 15% of the Units. Owners other than the Declarant shall be entitled to elect no less than a majority of the Board of the Association upon the earliest to occur of the following:

(i) four months after 75% of the Units in the Condominium have been conveyed to Owners other than Declarant,

(ii) five years from conveyance of the first Unit which was conveyed after the recording of this Declaration, or

(iii) any of the occurrences contemplated in Section 718.301(1)(a)-(e) of the Condominium Act which provides:

(a) Three years after 50 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(b) Three months after 90 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(c) When all 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 Declarant in the ordinary course of business;

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

(e) Seven years after recordation of the Declaration of Condominium; or, in the case of an Association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after recordation of the declaration creating the initial phase, whichever occurs first.

The Declarant shall select the remaining directors, and shall have the right to select at least one director so long the Declarant holds at least 5% of the Units for sale in the ordinary course of business.

(c) First Election. Within seventy-five (75) days after the Owners other than the Declarant become entitled to elect a member of the Board, the Association shall call a meeting of the Owners to elect a member or members of the Board. All notices shall be in accordance with the Condominium Act. The first notice of the date of the election shall be given not less than sixty (60) days before the meeting. The meeting may be called and notice given by any Owner if the Association fails to do so. At the meeting, such Owners shall elect the director or directors which they are then entitled to elect, who shall replace those named by the Declarant and who shall serve until the election at the next regularly scheduled annual meeting of the Association.

(d) Number of Directors. The Board shall consist of at least three directors but no more than five directors. Any change in the number of directors shall be approved by Members representing a majority of the votes of the Association.

(e) Term. Directors shall hold office for a term of two years. An initial director may be elected to a one-year term to permit staggered terms. Directors may be elected for successive terms.

(f) Qualifications. Except with respect to Directors appointed by the Declarant, Directors must be Owners in the Condominium (or their spouses) at all times during their service

as Directors, and any such Director who ceases to be an Owner shall not be eligible to serve as a Director. Subject to the foregoing provisions of this Section, the term "Owner" shall be deemed to include, without limitation, any shareholder, director, officer, partner in, or trustee of a person which is either alone or in conjunction with any other person or persons, an Owner. Any individual who would not be eligible to serve as a member of the Board were that individual not a shareholder, director, officer, partner in, or trustee of such a person, shall be deemed to have disqualified himself from continuing in office if he ceases to have any such affiliation with that person.

(g) Voting Procedure. Each Member shall have one vote for each seat to be filled. No cumulative voting shall be permitted. The candidates receiving the highest number of votes at a meeting called for that purpose shall be declared elected. Voting shall be by written ballot or voting machine. Voting by proxy is not allowed.

(h) Removal. Except for directors selected by the Declarant, any director may be removed from office, with or without cause, by at least a majority vote of all Members, at any duly called meeting of Members. A special Association meeting to remove a director or directors from office may be called by ten percent (10%) of all Members giving notice of the meeting. The notice shall state the purpose of the meeting and shall be given to all Members in writing at least one week prior to the Association meeting.

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

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

5.4 Additional Provisions. Additional provisions concerning the operation of the Association and the Board are contained in the Articles and Bylaws.

#### 5.5 Association Mergers.

(a) By Owners. The Association may merge or consolidate with another association in accordance with the corporate laws of the State of Florida.

(b) Effect. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the surviving corporation pursuant to a merger. Merger or consolidation of the Association shall not effect a

merger or consolidation of this Condominium with another condominium, and the surviving corporation shall administer this Condominium and any other condominium separately to the extent required by the Condominium Act.

**5.6 Liability.** The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Unit, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment the responsibility for the maintenance of which is that of the Association. The Association shall not be liable to the Owner of any Unit for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

**5.7 Right of Action.** Each Owner hereby acknowledges and agrees that the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Owners which is based upon any alleged defect in any Owner's Unit or the Common Elements, or any damage allegedly sustained by any Owner by reason thereof; but rather, all such actions shall be instituted by the Owners owning such Units or served by such Common Elements, or allegedly sustaining such damage. Actions for damages or for injunctive relief, or both, for failure to comply with Florida Statutes, the Declaration, the Association Articles and/or Bylaws, and the provisions thereof, may be brought by the association or by a Unit Owner against the Association; a Unit Owner; directors designated by the Declarant for actions taken by them prior to the time control of the Association is assumed by Unit Owners other than the Declarant; or any director who willfully and knowingly fails to comply with these provisions.

**5.8 Complaint Procedure.** The Association and all Owners have a right of action against Owners who fail to comply with the provisions of the Declaration, Articles, Bylaws or Rules or Regulations or the decisions of the Association. Owners also have similar rights of action against the Association. Prior to taking any other action with respect thereto, Owners shall be obligated to adhere to and abide by the following procedure in the case of any complaint an Owner may have against the Association or Declarant. Any complaint by an Owner concerning the maintenance, operation, repair or replacement of the Condominium or any portion thereof, including the Owner's Unit, shall be presented in writing to the Board, or to the Declarant if the complaint is directed to the Declarant. Within thirty (30) days after such complaint is presented to the Board or to the Declarant, as the case may be, a representative of the Board (who shall be the manager of the Association, if one has been appointed) or of the Declarant, as the case may be, shall meet with the Owner for the purpose of resolving such complaint. If the complaint is

not resolved at such meeting, then the Board's or Declarant's representative, as the case may be, or the Owner may elect to have a second meeting. In such event, the parties shall arrange for a second meeting, to be held within fifteen (15) days after the first meeting. Unless otherwise mutually agreed, such meetings shall be held at the Condominium at a place selected by the Board or Declarant, as the case may be. If the complaint is not resolved at the first meeting and neither of the parties elects to have a second meeting, or if a second meeting is held and the complaint is not resolved at such meeting, then, in either event the complaining Owner shall be deemed to have complied with the provisions of this Section.

5.9 Summary Abatement. Notwithstanding anything herein to the contrary, prior to the Declarant or Association using summary abatement or similar means to enforce restrictions or provisions against a Unit or its use, the Declarant and/or Association, as the case may be, must also require that judicial proceedings be instituted before any items of construction can be altered or demolished.

## ARTICLE VI DECISION MAKING

Most day-to-day decisions about the maintenance of the Condominium and enforcement of the Declaration are the responsibility of the Board, acting on the Members' behalf. For those decisions requiring Members' approval, the Association meeting provides a public opportunity for discussion.

### 6.1 Association Meetings.

(a) When called. The Association shall call an annual meeting for the election of members of the Board, and may call additional meetings for informational purposes or whenever any action is required by this Declaration to be taken by vote or assent in writing of the Members. As a convenient reference and not as a limitation, actions requiring a vote of the Members, or assent in writing, include the following:

Conveyance or Dedication of Common Elements	Section 4.2
Election of the Board of Directors	Section 5.3
Spending reserves other than as designated	Section 9.3
Approval of General Assessments when increased 15%	Section 9.4
Ratification of expenditures for capital improvements	Section 9.6
Repeal of Rules & Regulations adopted by the Board	Section 12.16
Amendment of the Declaration	Section 13.1
Termination of the Declaration	Section 14.1
Purchase of Dissenting Owners' Units	Section 14.2

(b) Quorum. Voting at an Association meeting requires the presence of Members

representing the percentage of votes established by the Condominium Act, Declaration or Bylaws, as the case may be, as necessary to transact business.

(c) Notice. Notice of the meeting must be given to Members in accordance with Section 17.4 ("Notices") at least fourteen (14) days but no more than thirty (30) days before the meeting, except in an emergency when whatever notice is reasonable shall be given. Notice of meetings shall also be posted in at least one conspicuous place within the Common Elements, as designated by the Board by duly adopted rule, for at least the fourteen (14) continuous days preceding the meeting.

(d) Action without Meeting. If permitted by the Board and except as may be prohibited by the Condominium Act, the membership may approve certain matters by written ballot, if permitted by the Condominium Act. Ballots shall be mailed or hand delivered to all Members. The Board shall establish for each vote the amount of time to be permitted for voting, which shall be no less than 10 days nor more than 60 days, and all ballots returned within the permitted time shall be collected and counted.

#### 6.2 Board Meetings.

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

(b) Quorum. Voting at a Board meeting requires the presence of at least one-half of the directors.

(c) Open Meetings. Meetings of the Board shall be open to all Owners. Notice of all meetings shall be posted in at least one (1) conspicuous place within the Common Elements, as designated by the Board by duly adopted rule, for at least the 48 continuous hours preceding the meeting, except in an emergency, in which case no notice shall be required. If Assessments are to be considered at the meeting, the notice shall describe the nature of the Assessments.

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

## ARTICLE VII PHASING

7.1 Generally. The Declarant has the right, but not the obligation, to construct as few as one (1) additional phase ("Phase 2") or as many as five (5) additional phases ("Phases 2-6"), or any number of phases in between, and in that case, such additional phase(s) may be added to the Condominium. The Declarant is not required to develop any future phase as part of the Condominium. The Declarant may develop any part of the "future Phase Land" (defined below) as a separate, unrelated condominium(s) or other development(s). Those future phases which are to be added to the Condominium must be added not later than seven (7) years after the recording of this Declaration in the public records of St. Johns County, Florida.

7.2 Land. The legal descriptions for Phases 2-6 Lands along with a survey and plot plan showing the approximate location of the proposed building and improvements for each of such Phases 2-6 are attached as composite **Exhibit "E"** to this Declaration. The Declarant reserves the right to make nonmaterial changes in the legal descriptions of any or all of the future Phase Lands.

The Declarant may materially change the shape, design, size and position of the building shown on the plot plan of any or all of such future Phases. Future Phase Units, or any of them, may differ materially in shape, design and size from the Units.

7.3 Units and Limited Common Elements. Each of the future Phases 2-6, if added at all, will have 10 Units. The size of the future Phase Units shall be between 2650 and 2700 square feet.

7.4 Membership Vote; Percentage of Ownership. Owners of Units in future Phases which are added to the Condominium shall be Members of the Association, entitled to vote in the same manner as first phase Owners. The addition Phase(s) will reduce the percentage share of the Common Elements, surplus and ownership in the Association appurtenant to each Unit. Each future Phase Unit shall have an equal fractional ownership interest as shown in **Exhibit "E-5"**.

7.5 Facilities. Common Elements to be added with each future Phase include additional driveway, parking areas and landscaped areas as shown in the respective future Phase Plot Plans attached as part of composite **Exhibit "E"** to this Declaration. No recreational facilities or personal property are intended to be added as part of any future Phase.

7.6 Time-sharing prohibited. No time-sharing will be permitted with respect to Units in any Phase.

7.7 Substantial Completion of Improvements. All future Phase improvements will be substantially completed prior to addition of that Phase to the Condominium. The addition of any



future Phase shall be effective upon the recording of an amendment to the Declaration annexing such future Phase to the Condominium. From that date Assessments and voting rights shall be allocated to the entire Condominium including the future Phase as herein provided.

7.8 Declaration Effect on Future Phase Title. The Declaration does not encumber, lien, cloud or otherwise affect or impair the title to any future Phase Land unless and until that future Phase Land is added to the Condominium.

7.9 Reserved Easements. Declarant hereby reserves for itself, and its successors and assigns, easements over the first phase Common Elements and the Common Elements in all future phases which may hereafter be added to the Condominium for ingress and egress (vehicular and pedestrian), utilities and stormwater drainage for the benefit of each of the future Phase Lands. Such easements shall automatically terminate and be of no further force or effect if and when all of the future Phase Land is submitted to the Condominium, but unless and until such time such reserved easements shall continue perpetually for the benefit of such future Phase Lands which are not submitted to the Condominium.

#### **ARTICLE VIII MAINTENANCE, ALTERATION AND REPAIR**

8.1 Association. The Association shall maintain, repair and replace as necessary all parts of the Common Elements (including Limited Common Elements), and any other part of the Condominium which the Board determines shall be maintained, repaired or replaced by the Association, in accordance with uniform policies consistently applied. The Association shall have access to each Unit and/or any Limited Common Element serving the Unit during reasonable hours as may be necessary for repair or maintenance of any Common Elements, and shall have such right of access at any time in an emergency.

8.2 Owners. Each Owner shall keep all parts of his Unit and Limited Common Elements serving his Unit in good order and free from debris or hazards, and shall maintain, repair and replace as necessary all parts of that Owner's Unit (except any portion to be maintained by the Association) including the screens to the balcony serving his Unit (see Section 8.4 below). Each Owner shall be responsible for any damage to any other Unit or the Common Elements caused by his failure to so maintain his Unit or otherwise arising out of any portion of his Unit or Limited Common Element required to be maintained or kept in good order and free from debris and hazards by him. Each Owner shall promptly report to the Association any defects or necessary repairs for which the Association is responsible.

8.3 Exterior Lights, Alterations and Improvements. The design, type, location, size, color and intensity of all exterior lights shall be subject to control by the Association. No construction of any nature whatsoever shall be commenced or maintained with respect to the exterior of any

Unit or any Limited Common Element serving any Unit not included in the original construction thereof, nor shall any exterior addition to or change (including painting) or alteration be made after the original construction thereof, unless and until the plans and specifications showing the nature, color, kind, shape, height, materials (including samples, if requested), and location of the same shall have been submitted to and approved in writing by the Board, or by an architectural control committee appointed by the Board. The Association shall have the right to require any Owner to remove any such construction, addition, change or alteration which has not been so approved; and in addition to any other rights or remedies the Association may have, if the Owner involved shall refuse or fail to remove any such construction, addition, change or alteration which has not been so approved within 72 hours after the Association shall give such Owner notice to remove the same, the Association shall have the right to remove or cause to be removed any such construction, addition, change or alteration and the cost of such removal shall be charged against the Owner as an Individual Unit Charge, provided always that the provision of Section 5.9 above are satisfied. Neither an Owner or the Association nor any other party (except the Declarant as permitted in Section 16.2) shall make any alteration, addition or removal of any portion of a Unit that is to be maintained by the Association, or do anything that will jeopardize the safety or soundness of another Unit or the Building, or impair any of the easements established by this Declaration without first obtaining unanimous approval in writing of the Owners and Mortgagees of all Units affected by such work. A copy of plans for any such work prepared by an architect licensed to practice in Florida shall be filed with the Association prior to the start of any such work, and all work must be performed substantially in conformance with the approved plans. If any work is performed in violation of this Section, the Association may proceed against the violating Owner as provided by Section 17.3.

8.4 Screens of Balconies. The balconies (which are Limited Common Elements to the Units) shall not be screened or enclosed by the Developer as part of the initial construction of the Condominium. Thereafter, a Unit owner may screen or enclose the balcony(ies), but only with the prior written consent of the Association, and in that event the screens or enclosures constitute Owners improvements which are owned by the Owner and which are to be maintained, repaired and replaced by the Owner. The screening or enclosing of a balcony does not change the boundaries of the Unit or make the balcony part of the Unit. The balcony remains a Limited Common Element.

## ARTICLE IX ASSOCIATION BUDGET

To fulfill its obligation to maintain the Common Elements, the Board is responsible for the fiscal management of the Association.

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

9.2 Budget Items. The budget shall estimate Common Expenses to be incurred by the Association during the fiscal year. The budget shall also include reasonable amounts, as determined by the Board, for working capital for the Association and for reserves.

9.3 Reserves. Unless waived by majority vote of all Members in accordance with the Condominium Act and Fannie Mae "Project Standards, Legal Requirements," the Association shall build up and maintain reserves for working capital, contingencies and replacement of the Common Elements, which shall be included in the budget and collected as part of the annual General Assessment. Extraordinary expenses not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Reserve funds, and any 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 majority vote at a duly called meeting of the association. If the reserves are inadequate for any reason, including nonpayment of any Member's assessment, the Board may at any time levy an emergency assessment in accordance with the provisions of Section 10.3 ("Special Assessment"). If there is an excess of reserves at the end of the fiscal year and the Board so determines, the excess may be returned to all Members in accordance with their percentage ownership of the common surplus, or may be used to reduce the following year's Assessments.

9.4 Preparation and Approval of Annual Budget.

(a) Initial Budget. The Declarant shall determine the budget for the fiscal year in which a Unit is first conveyed to an Owner other than the Declarant.

(b) Subsequent Years. Beginning with the year in which a Unit is first conveyed to an Owner other than the Declarant and each year thereafter, at least one month before the end of the fiscal year, the Board shall, by majority vote, adopt a budget for the coming year and set the annual General Assessments at a level sufficient to meet the budget. At least two weeks before the Board meeting at which the budget is to be considered, the Board shall send to each Member notice of the meeting and a copy of the budget in reasonably itemized form, which shall include the amount of General Assessments payable by each Member.

(c) Approval. If General Assessments are to be increased to greater than 115% of the previous year's General Assessments, and at least 10% of the Members request review within thirty (30) days after the budget is delivered to Members, the Board shall call an Association meeting to present the budget and to answer any questions. After presentation, the budget shall be deemed approved if voted for by not less than a majority vote of all the voting interests.

9.5 Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year, or review of the budget under Section 9.4 (c), shall not waive or release a Member's obligation to pay General Assessments

whenever the amount of such assessments is finally determined. In the absence of an annual Association budget each Member shall continue to pay the General Assessments at the rate established for the previous fiscal period until notified otherwise.

**9.6 Capital Improvements.** Substantial capital improvements to the Common Elements approved by the Board must be ratified by the Members as follows:

(a) **Majority Vote.** If the cost of the improvement is more than Five Thousand Dollars (\$5,000.00), the capital improvement must be approved by majority vote of all Members.

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

**9.7 Accounts.** Reserves shall be kept separate from other Association funds, in a single account in the Association's name. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund. For investment purposes only, reserve funds may be commingled with operating funds of the association. Comingled operating and reserve funds shall be accounted for separately and a commingled account shall not, at any time, be less than the amount identified as reserve funds.

**9.8 Capital Contribution Fund.** The Declarant shall establish a capital contribution fund to meet unforeseen expenditures or to purchase any additional equipment or services in the amount equal to two (2) months of the estimated Assessments for the Units. Such capital contribution fund must be created by the earlier of (i) the date of the sale of the Unit or (ii) the date when Owners other than the Declarant are entitled to elect not less than a majority of the Board. Any amounts paid into this fund shall not be considered as advance payment of regular Assessments and are intended to meet unforeseen expenditures or to purchase additional equipment or services. The capital contribution fund shall be transferred to the Association and deposited by the Association into a segregated account no later than that time when Owners other than the Declarant are entitled to elect not less than a majority of the Board. The capital contribution fund may not be used by the Declarant to defray any of its expenses, reserve contributions, construction costs or Assessment obligations. If the purchase contract between the Declarant and the buyer of a Unit so provides, the Declarant may reimburse itself for its contributions to the capital contribution fund for the Unit being sold.

## ARTICLE X COVENANTS FOR MAINTENANCE ASSESSMENTS

The cost of fulfilling the Association's financial obligations is divided equitably among the Members by means of Assessments. To assure the Association of a reliable source of funds and

to protect those Members who contribute their equitable share, assessments are mandatory and are secured both by a lien on the Unit and the Member's personal obligation.

**10.1 Obligation for Assessments.** Each Unit is subject to Assessments by the Association for the improvement, maintenance and operation of the Condominium, including the management and administration of the Association and other Common Expenses as set forth in this Declaration including the maintenance and repair of the Surface Water and Stormwater Management System including but not limited to work within retention areas, drainage structures and drainage easements. The Declarant, for each Unit owned within the Condominium, hereby covenants, and each Owner of any Unit by acceptance of a deed or other transfer instrument, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following (to be known collectively as "Assessments"):

(a) General Assessments for expenses included in the budget, and

(b) Special Assessments for the purposes provided in this Declaration, together with a late fee and interest, as established by the Board, and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought.

**10.2 General Assessments.**

(a) Establishment by Board. The Board shall set the dates such assessments shall become due and may provide for collection of assessments monthly or in quarterly installments. Unless otherwise provided by the Board, General Assessments shall be payable to the Association in equal monthly installments on or before the first day of each month during the calendar year.

(b) Date of Commencement. General Assessments shall begin on the later of (i) the day of the recording of this Declaration in the public records of St. Johns County, Florida, which shall occur prior to the conveyance of any Unit or (ii) the date of the recording in the St. Johns County, Florida public records of the surveyor, architect and/or engineer certificate of substantial completion as required by the Condominium Act, but in all events, General Assessments shall begin at or before the closing of the sale of any Units by the Developer.

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

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

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

A Special Assessment shall be payable in the manner provided by the Board.

**10.4 Individual Unit Charges.** In addition to the Assessments authorized above, the Association may levy in any assessment year an Individual Unit Charge against a particular Unit for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the specific Unit or other special services to such Unit or any other charges designated in this Declaration as an Individual Unit Charge. Unless otherwise expressly provided by the Board, an Owner shall pay an Individual Unit Charge charged against such Owner on or before the first day of the month immediately following the month in which the same is charged. Each Owner of a Unit, by acceptance of a deed or other transfer document, whether or not it shall be expressed in such deed or transfer document, is deemed to covenant and agree to pay the Association the Individual Unit Charges.

#### **10.5 Effect of Nonpayment of Assessment: Remedies**

(a) Late Fees. Interest. Any Assessment or Individual Unit Charge not paid within five (5) days after the due date shall bear interest at the highest rate allowed by law or at such lower rate as determined by the Board, and may be subject to a fifty dollar (\$50.00) late fee as determined from time to time by the Board. The association may charge an administrative late fee, in addition to such interest, in an amount not to exceed the greater of \$25 or 5 percent of each installment of the assessment for each delinquent installment that the payment is late. Upon default in the payment of any one or more installments, the Board may accelerate the entire balance of such Assessment, which shall be declared due and payable to the fullest extent permitted by the Condominium Act.

(b) Personal Obligation. Any and all Assessments (whether General or Special) and Individual Unit Charges together with any late fee, interest and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought (collectively, the "Unit Obligation") shall be the joint and several personal obligation of the person or entity who was the Owner of such Unit at the time when the Assessment was levied, and of each subsequent Owner, who by acceptance of conveyance of the Unit shall be deemed to have agreed to assume the obligation to pay all Assessments relating to the Unit being conveyed, including those pertaining to time periods prior to the date of conveyance.

(c) Creation of Lien. The Assessments shall also be charged and shall be a continuing lien upon the Unit against which the Assessment is made. This lien shall be in favor

of the Association and shall be for the benefit of all Owners. The lien thus created is in addition to any other remedies available under the Condominium Act.

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

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

(f) Subordination of the Lien to Mortgages. The lien of the Assessment shall be inferior and subordinate to the lien of any Mortgage now or hereafter placed upon the Unit, unless the Assessment is secured by a claim of lien recorded prior to the recording of the Mortgage. Sale or transfer of any Unit shall not affect the Assessment lien; however, the sale or transfer of any Unit pursuant to foreclosure of a Mortgage or a deed in lieu of foreclosure shall limit the lien of such Assessments in the manner specified in Section 718.116(1)(b) of the Condominium Act, but the personal obligation of the predecessor Owner shall not be extinguished by such foreclosure. No sale or transfer shall relieve the transferee of such Unit from liability for any Assessments thereafter becoming due or from the lien for such new Assessments.

(g) Other Remedies. To the extent allowed by law, the Association shall have the right to impose administrative late fees for failure to pay any Assessment.

10.6 Certificate of Payment. The President, any Vice President or the Treasurer of the Association, upon demand of any Owner or Mortgagee, shall furnish to such Owner or Mortgagee a signed certificate in writing setting forth whether any Assessments, Individual Unit Charges or other charges are owed by that Owner, or by the Owner of the Unit securing, or to secure, a Mortgage. Such certificate may be relied upon by a good faith purchaser or Mortgagee as conclusive evidence of payment of any Assessment, Individual Unit Charge, or other charges therein stated to have been paid.

10.7 Declarant Guaranty. Notwithstanding anything to the contrary stated above, the Developer guaranties that the Unit Owners' general assessments will not exceed the amounts

shown below, and therefore, the Developer shall not have to pay general assessments for the Units it owns during the Guaranty Periods but Developer must pay the amount of general common expenses incurred during the Guaranty Periods not produced by assessments at the guaranty levels received from Unit Owners other than the Developer as stated below. The initial Guaranty Period shall be from the date of the recordation of the Declaration until December 31, 2003, and during the initial Guaranty Period Developer guarantees that the monthly general assessments will not exceed \$550.00 per Unit per month. At its election, Developer may extend the initial Guaranty Period for three (3), one year periods. The first extended Guaranty Period shall be calendar year 2004, and during the first Guaranty Period Developer guarantees that the monthly general assessments will not exceed \$550.00 per Unit per month. The second extended Guaranty Period shall be calendar year 2005, and during the second Guaranty Period Developer guarantees that the monthly general assessments will not exceed \$550.00 per Unit per month. The third extended Guaranty Period shall be calendar year 2006, and during the third Guaranty Period Developer guarantees that the monthly general assessments will not exceed \$550.00 per Unit per month. If Developer, at its election, does not extend any Guaranty Period, then Developer shall pay monthly general assessments for the Units it owns in the same manner as other Unit Owners. This provision is enacted to comply with Section 718.116(9)(a)2, Florida Statutes.

## ARTICLE XI INSURANCE, CASUALTY & CONDEMNATION

### 11.1 Types of Coverage.

(a) Casualty and Flood. The Board shall obtain and maintain casualty and, if required, flood on that portion of the Building and other improvements for which the Association is responsible, all personal property included in the Common Elements, and such other parts of the Property as may be required by the Condominium Act. Where reasonably available, such shall provide extended coverage, vandalism, malicious mischief based on replacement, less a reasonable deductible. In no event shall coverage be less than necessary to comply with the co- percentage stipulated in the policy.

(b) Public Liability. The Board may obtain public liability in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Elements. Such shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board or other Owners. The Board shall review limits of coverage once each year.

(c) Director Liability. The Board may obtain liability insuring against personal loss for actions taken by members of the Board in the performance of their duties. Such shall be of the type and amount determined by the Board in its discretion. Further, the Association shall



obtain and maintain fidelity bonding on all person who control or disburse funds of the Association as required by the Condominium Act and any other fidelity bonds or required by Fannie Mae Project Standards, Legal Requirements.

(d) Fannie Mae, Other Mortgagee Requirements. The Association shall comply with the requirements of the Federal National Mortgage Association ("Fannie Mae") so long as Fannie Mae holds a mortgage on any Unit which requires such compliance. To the extent that those requirements exceed those stated in this Article, the Board shall obtain the types of coverage required by Fannie Mae. If required by any Mortgagee, the Association shall require that any proceeds be paid to an trustee, which shall be a trust company or bank or savings and loan association with trust powers.

(e) Other Coverage. The Board shall obtain and maintain worker's compensation if and to the extent necessary to meet the requirements of law, any other type of coverage required by law and such other as the Board may determine or as may be requested from time to time by a majority of the Owners.

(f) Owner's Personal Coverage. Owners must obtain, at their own expense, additional coverage for their own personal property, the contents and portions of the Units for which they are responsible and for personal liability. Unless required by statute, the Association policy will not normally insure against damage to coverings for walls, ceilings and floors. In addition, the Association policy may have a substantial deductible before coverage is available.

#### 11.2 Association Rights and Responsibility.

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

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

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

### 11.3 Repair and Reconstruction after Casualty or Condemnation.

(a) Responsibility. Unless the Condominium is terminated in accordance with paragraph (e) of this section, any damage to the Condominium resulting from fire or other casualty or from condemnation shall be promptly repaired. The responsibility for reconstruction or repair after a casualty or condemnation shall be the same as for maintenance and repair of the Property generally, and the Association shall have the same rights as in Section 12.17(f) to make repairs which are the responsibility of an Owner if that Owner fails to do so.

(b) Common Elements. If fire or other casualty or condemnation damages or destroys any of the improvements on the Common Elements (including the Limited Common Elements), the Board shall arrange for and supervise the prompt repair and restoration of such improvements substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification approved by the Board. The Board shall obtain funds for such reconstruction first from the or condemnation proceeds, then from reserves for the repair and replacement of such improvements, and then from any special assessments that may be necessary after exhaustion of and reserves. The Association is the designated agent to represent the Owners in connection with casualty or condemnation proceedings insofar as the Common Elements are concerned, including the right to represent the Owners in such proceedings with respect to negotiations, settlements or agreements, and each Owner hereby appoints the Association as such Owner's attorney-in-fact for such purpose. All and/or condemnation proceeds shall be payable to the Association for the benefit of the Owners and Mortgagees.

(c) Units. Funds to repair casualty or condemnation damage for which the individual Owner is responsible may be disbursed directly to that Owner unless a Mortgagee is listed as an additional insured or is otherwise shown to have an interest, in which event such proceeds shall be disbursed jointly to the Owner and the Mortgagee. All such disbursements shall be received in trust for use in the repair and replacement of the damaged Unit. If the proceeds of or condemnation are not sufficient to reconstruct or repair the damaged property, and the Owner fails to make such repair, the cost of the repair may be charged to the Owner as an Individual Unit Charge. The Association may withhold amounts necessary to repair or replace windows and exterior doors, and may assume the responsibility to make such repair or replacement for the Owner.

(d) Units Owned By Declarant. Any of the foregoing provisions of this Article which may be construed to the contrary notwithstanding (but only to the extent consistent with the Condominium Act and Fannie Mae "Project Standards, Legal Requirements"), with respect to any damaged Unit owned by Declarant, including any Common Elements serving any such damaged Unit, it shall be the responsibility of Declarant to perform the functions which are herein specified to be performed by the Association. That is, in the event of damage or

destruction by fire or other casualty or condemnation to any Unit owned by Declarant, including any Common Elements serving any such damaged Unit, it shall be the responsibility of Declarant to file and adjust all claims affecting the same, and it shall be the responsibility of the Declarant to repair or reconstruct such damage. If there is a Mortgagee endorsement as to any such damaged Unit or Common Elements serving such damaged Unit which is to be repaired or reconstructed, then such Mortgagee agrees that the proceeds appertaining to such casualty shall be used to repair or reconstruct such damaged Unit.

(e) **Termination.** If more than two thirds (2/3) of the Units in the Condominium, in value, are destroyed by fire or other casualty or taken by eminent domain, this Declaration may be terminated if agreed to by (i) 80% of all Owners (either by vote at a regular or special meeting or by execution of a written document) within 90 days of the date of such damage or destruction and (ii) the Mortgagees holding Mortgages on fifty-one percent (51%) or more of all Units encumbered by Mortgages, as provided in Section 13.2. If so agreed, then the Condominium need not be rebuilt and all proceeds shall be distributed by the Association in accordance with Section 14.4.

(f) **Partial Taking.** If condemnation destroys or so reduces the size of a Unit that in the judgment of the Board it cannot be made tenantable, the award attributable to that Unit shall be paid entirely to the Owner (or jointly to the Owner and Mortgagee, if a Mortgagee is shown on the Association's register). Upon such a determination by the Board and payment of such proceeds, the Owner shall quit claim his interest in that Unit and all appurtenances to the remaining Owners as a Common Element and shall be released from any further obligation for Common Expenses. The shares in the Common Elements and Common Expenses shall be distributed among the remaining Units in accordance with their percentage interests, and any changes in this Declaration made necessary by the condemnation shall be evidenced by an amendment to this Declaration, which need be approved only by the Board.

## ARTICLE XII USE RESTRICTIONS

The following covenants, conditions and restrictions are designed to protect the quality of life for all Owners within the Condominium and to set a standard for reasonable cooperation.

12.1 **Residential Use.** No Unit shall be used for any purpose other than as a single-family residence; provided, however, Declarant and Declarant's subsidiaries, affiliates and contractors shall have the right to maintain and carry on, upon such portion of the Property as Declarant may deem necessary or desirable, such facilities and activities as in the sole opinion of Declarant may be required, convenient or incidental to the construction, sale and rental of Units, including, but not limited to, construction yards, business offices, signs, model Units and construction, sales and rental offices. The right to maintain and carry on such facilities and activities shall include specifically the right to use Units owned or leased by Declarant, as model Units and offices for

construction, sale and rental of Units.

12.2 Occupancy. Owners shall notify the Association's manager in writing in advance of the arrival and departure of anyone other than the Unit's Owner who has permission to use a Unit in the Owner's absence. No person under eighteen (18) years of age shall occupy a Unit unless such person's parent or the Owner is also in residence.

12.3 Common Elements. The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Owners and their tenants, guests and invitees. Children shall not play on or about the Common Elements except under reasonable supervision of a responsible adult.

12.4 Signs. Except as may be required by legal proceedings, or except as otherwise expressly permitted in writing by the Board no Owner shall place or maintain, or permit to be placed or maintained on any exterior door, wall or window of the Unit, or within the Unit so as to be visible from the exterior of the Unit, or upon any part of the Common Elements, including any Limited Common Element serving the Unit, any "For Sale" or "For Rent" signs or any other advertising or political posters or material of any kind; provided, however, the foregoing shall not apply to the Declarant and Declarant's subsidiaries, affiliates or contractors, or to anyone who becomes the Owner of a Unit as purchaser at a judicial or foreclosure sale conducted with respect to a Mortgage or as transferee pursuant to any proceedings in lieu thereof. Notwithstanding the above restrictions, an Owner may display one portable, removable, United States flag in a respectful way.

12.5 Leasing of Units. No Owner shall lease such Owner's Unit for transient or hotel purposes, and no Owner may lease less than such Owner's entire Unit. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the Articles, Bylaws and Rules and Regulations of the Association and that any failure of the lease to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing, and except for Units leased by Declarant shall have a minimum term of six (6) months, or such lesser term as is required by Fannie Mae Project Standards, Legal Requirements. Other than the foregoing, there shall be no restriction on the right of any Owner to lease his Unit. Provided, however, prior to the commencement of any such lease, the Owner shall give the Association written notice of the name, address (if other than the Unit) and home and office telephone numbers of the tenant of the lease.

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

### 12.7 Nuisances: Other Improper Use.

(a) Nuisances. Unlawful Use. No nuisance or immoral, improper, offensive or unlawful use shall be permitted to exist or operate in any Unit or on or about the Common Elements. All laws, building codes, orders, rules, regulations or requirements of any governmental agency having jurisdiction shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or keep in good order the affected portion of the Condominium.

(b) Noise. All noise, including, without limitation, talking, singing, television, radio, record player, tape recorder or musical instrument, shall be kept at such volume levels that the noise is not audible outside of the boundaries of the Unit in which it originates. Without limiting the generality of the foregoing, (i) no audio speakers, appliances or other apparatus shall be attached to or inserted in any part of the Building which would cause a noticeable vibration or noise in any other Unit, and (ii) all floors in Units on the second, third and fourth stories of the Building shall be carpeted except in the kitchens, bathrooms and foyers; provided, however, in lieu of carpet, wood or tile floors are permitted if applied to sub-floor with an intervening cushioning material and provided that any areas subject to foot traffic shall be covered with a rug or other cushioning floor covering.

(c) Nothing shall be done or kept in any Unit or on or about the Common Elements which will increase the rate of, or result in cancellation of, for the Condominium or any other Unit, or the contents thereof, without the prior written consent of the Association.

(d) Soliciting. No soliciting will be allowed at any time within the Condominium.

12.8 Pets. Pets may be kept by an Owner in such Owner's Unit but only if such pets do not cause a disturbance or annoyance. Without limiting the generality of the foregoing, Pets which create a nuisance by barking may be disallowed by the Association. Each Owner shall be held strictly responsible to immediately collect and properly dispose of wastes and litter of such Owner's pets. The Association reserves the right to designate specific areas within the Common Elements where pets may be walked and prohibit pets in other areas. Pets shall be leashed and restrained at all times when on or about the Common Elements. The Association may prohibit tenants, guests and invitees from keeping pets or place restrictions on the keeping of pets by any of such persons.

12.9 Automobiles and other Motor Vehicles, Trailers, Parking, etc.. Motor vehicles shall be operated and parked only upon those portions of the Common Elements designated for such purpose by the Board. Mobile homes, motor homes, truck campers, oversized vehicles, trailers of any kind and boats are prohibited and shall not be kept, placed, stored, parked, maintained or operated upon any portion of the Property. No Owner, nor any occupant of such Owner's Unit including tenants, nor any of their respective family members, guests, invitees or licensees, shall

park in any parking space the exclusive use of which has been assigned to another Owner; each Owner hereby expressly agreeing that, in the event of the violation of this provision, the Association shall have the right to have any such vehicle removed at the expense of the violating Owner and the cost incurred by the Association to have any such vehicle removed and stored shall be charged against the violating Owner as an Individual Unit Charge. Further, the violating Owner hereby expressly waives any claim against the Association or the party removing any such vehicle owned by the Owner for any damage that may be incurred thereby in the removal and storage thereof; and the violating Owner hereby expressly agrees to indemnify and hold harmless the Association and the party removing any such vehicle owned by any occupant of such violating Owner's Unit, including tenants, or any of their respective family members, guests, invitees or licensees for any damage that may be incurred thereby in the removal and storage thereof.

#### 12.10 Attractiveness and Safety of Units.

(a) Owner's Responsibility. Each Owner shall keep all parts of his Unit in good order and repair and free from debris or hazards. Each Owner shall keep in a neat and clean condition and free of debris or hazards any balcony serving such Owner's Unit and any reserved parking space(s) or storage space assigned to such Owner's Unit as a Limited Common Element.

(b) Clotheslines. No clothesline or other clothes-drying apparatus shall be permitted in any part of a Unit, or any Limited Common Element such as a balcony or reserved parking space, where it may be visible from the Common Elements, Limited Common Elements or any other Unit.

(c) Garbage and Trash Containers. All garbage and trash containers must be placed and maintained in accordance with Rules and Regulations adopted by the Board. No portion of the Property shall be used for dumping refuse.

12.11 Exterior Appearance. To provide a neat, attractive and harmonious appearance throughout the Condominium, each Owner shall adhere to, and shall cause the occupants of such Owner's Unit including tenants, as well as their respective family members, guests and invitees, to adhere to the following restrictions:

(a) No foil or other reflective material shall be used on any window or door of any Unit for sun screens, blinds, shades or any other purpose. All curtains or draperies covering any windows, doors or enclosures that may be seen from the outside shall be of a solid material (having no pattern), neutral in color, or be lined on the exterior side with a solid material that is neutral in color. No clothing, rugs or any other item shall be hung on or from any balcony, window or other exterior opening. Nothing shall be dropped, thrown, swept or otherwise expelled from any window, door or balcony. Any plants, pots, receptacles or other decorative articles attached to, placed upon, or hung from a limited common element shall be safely secured

to the limited common element.. All loose or movable objects shall be removed from balconies upon notice of an approaching hurricane or other inclement weather characterized by conditions of high winds.

(b) Window mounted air-conditioners are prohibited in respect to all Units.

(c) Refuse and garbage shall be deposited only in the receptacles provided therefor. No garbage cans, supplies or other articles serving the occupants of a particular Unit shall be placed in any halls, corridors, stairwells or any other portion of the Common Elements. Fire exits shall not be obstructed in any manner, and the Common Elements shall be kept free and clear of rubbish, debris and the unsightly material.

(d) Sidewalks, entrances, halls, corridors, elevator, lobbies, stairways and all other portions of the Common Elements intended for ingress and egress shall not be obstructed or used for any purpose other than ingress and egress to and from the premises; nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, chairs, benches, tables or any other object of a similar nature be stored therein.

(e) The personal property of all Unit occupants shall be stored within the Unit or within any storage space assigned as a Limited Common Element to the Unit, or within the balcony serving the Unit in such a manner as not to be unsightly or interfere with the comfort and convenience of the occupants of other Units or in such a manner as not to detract from the attractive and harmonious appearance of the Condominium in general. The garage (including the parking spaces but excluding the storage spaces) beneath the building containing the Units shall not be used by the Owners and their tenants for the storage of anything other than their motor vehicles. The Association may permit Owners and their guests to store bicycles within their respective parking spaces so long as the same, in the opinion of the Association, do not constitute a nuisance or interfere with the use and maintenance of the garage.

(f) No alterations or additions shall be made to the exterior of any Unit or Limited Common Element without the prior express written consent of the Association. Owner shall submit a written request to the Association and shall take no action until Association approval has been received by Owner. Owner will be responsible for all costs associated with the design, installation and maintenance of such alterations or additions.

12.12 Antennas. No antenna or other device for the transmission or reception of television signals, radio signals, or any form of electromagnetic radiation or other signals shall be erected, used, or maintained outdoors on any portion of the Condominium, whether attached to a building or structure or otherwise, without the prior written approval of the Association. Owner shall submit a written request to the Association and shall take no action until Association approval has been received by Owner. Owner will be responsible for all costs associated with the design, installation and maintenance of such devices.

12.13 Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any portion of the Property.

12.14 No Discrimination. No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Owner or Owners in favor of any other Owner or which would discriminate against any tenants of Owners.

12.15 Governmental Regulations. All governmental building codes, health regulations, zoning restrictions and the like applicable to the Condominium shall be observed. In the event of any conflict between any provisions of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive shall apply.

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

12.17 Enforcement.

(a) Owner's Responsibility. Each Owner and any occupant of such Owner's Unit, including tenants, and their respective family members, guests, and invitees, shall conform to and abide by the covenants, conditions and restrictions contained in this Declaration and any Rules and Regulations which may be adopted from time to time by the Board. Each Owner shall be responsible for assuring such compliance by all such persons, and any violation by any such person shall be considered to be a violation by the Owner.

(b) Covenants Committee. The Board shall establish a Covenants Committee to hear any complaints of violations of these covenants, conditions and restrictions, or Rules and Regulations adopted by the Board. Members of the Covenants Committee shall be Unit Owners. Members of the Covenants Committee shall serve at the pleasure of the Board.

(c) Notice, Hearing. If an Owner (or any of the family members, guests or invitees of an Owner) is believed to be in violation, the Owner shall be given notice and an opportunity to be heard. Notice shall be given at least fourteen (14) days before the hearing and shall include a



statement of the date, time and place of the hearing; a statement of the provisions of the Declaration, Bylaws or Rules and Regulations which are alleged to have been violated; and a short and plain statement of the matters asserted by the Association. Such notice shall be in writing and delivered personally or sent by United States certified mail, postage pre-paid, return receipt requested, to the Owner at such address as such Owner may have designated with the Association, or, if no address has been so designated, then at the address of such Owner's Unit. Notice shall be considered given when personally given or on the third business day following the date upon which such notice is deposited in the United States mail as specified above. The Owner shall have an opportunity at the hearing to respond, to present evidence, to provide written and oral argument on all issues involved and to review, challenge and respond to any material considered by the Covenants Committee.

(d) Fines. Subject to provisions of the Condominium Act, the Covenants Committee shall, after the hearing, have the right to impose fines as provided in Section 17.3. Fines shall be charged against the Owner as an Individual Unit Charge.

(e) Tenant Violations. If a tenant leasing a Unit from an Owner, or any of the family members, guests or invitees of a tenant, is believed to be in violation of any covenants, conditions or restrictions in this Declaration, or any Rules and Regulations, the Covenants Committee shall notify the Owner and tenant in the manner provided by subsection (c) and provide an opportunity for hearing. If the Covenants Committee determines after notice and opportunity for hearing that a tenant has violated any covenants, conditions or restrictions, or any Rules and Regulations, the Covenants Committee may impose fines against the Owner as provided in subsection (d). In addition, if the violation continues more than ten (10) days after notice to the Owner of the Committee's findings, or if the tenant materially violates any covenants, conditions or restrictions in this Declaration, or any Rules and Regulations more than once in any one-year period, the Association, by a two-thirds (2/3) vote of the Board, shall have the right to evict the tenant. Each Owner by acceptance of a deed irrevocably appoints the Association as its agent and attorney-in-fact in such an eviction action. All costs related to such action shall be charged against the Owner as an Individual Unit Charge.

(f) Corrective Action for Unit Maintenance. If the Covenants Committee determines after notice and hearing that any Owner has failed to maintain any part of the Unit in a clean, attractive and safe manner and in good repair, the Covenants Committee shall notify the Owner of its findings and may impose fines as provided in paragraph (d). The Association has the irrevocable right to access to each Unit during reasonable hours when necessary for maintenance, repair or replacement of any Common Elements or any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

(g) Pets. After notice and hearing, the Covenants Committee may require that an Owner permanently remove from the Condominium any pet which creates disturbances or annoyances to the reasonable displeasure of other Owners.

(h) Additional Remedies. All remedies listed in this section are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce the covenants, conditions and restrictions in this Declaration and the Rules and Regulations, as provided in Section 17.3.

### ARTICLE XIII AMENDMENTS TO DECLARATION

#### 13.1 Method of Amendment

(a) Generally. Except as specifically provided otherwise, this Declaration may be amended at any time by Members holding 67% of the total voting power of the Association. After adoption of any such amendment, the President and Secretary of the Association shall execute a certificate meeting the requirements of the Condominium Act.

(b) Specific Provisions. No amendment shall change any Unit's size or configuration materially or materially alter the appurtenances to the Unit or any Unit's appurtenant share in the Common Elements unless the Owner and any Mortgagee of that Unit joins in the execution of the amendment and one hundred percent (100%) of the remaining Members approve such amendment. No amendment to this Declaration may permit time-share estates to be created in any Unit unless the record owner of all Units and the record owners of liens on all Units join in the execution of the amendment.

(c) Effect. Any amendment adopted in accordance with this Article shall become effective upon recordation in the public records of St. Johns County, Florida.

#### 13.2 Consent of Mortgagees

(a) Generally. This Declaration contains provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by a Mortgage on a Unit. Accordingly, no material amendment or modification of this Declaration shall be adopted without the prior written consent of Mortgagees holding a lien on 51% or more of all Units encumbered by a Mortgage.

(b) Material Changes. An amendment or change to any of the following shall be considered material: an amendment which materially affects the rights or interests of the mortgagees; is required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation; an amendment that changes the configuration or size of any unit in any material fashion, materially alters or modifies the appurtenances to the unit, changes the proportion or percentage by which the unit owner shares the common expenses of the

condominium and owns the common surplus of the condominium; or permits timeshare estates to be created in any unit of the condominium.

(c) Termination. When Owners are considering termination of the Condominium for reasons other than substantial destruction or condemnation of the Property, Mortgagees representing at least 67% of the votes of the mortgaged Units must agree.

(d) Notice, Waiver. Any such required consent shall be given promptly and shall not be unreasonably withheld. Any consent not given or denied within 30 calendar days shall be deemed given if notice of the proposed amendment was delivered by certified or registered mail, return receipt requested.

13.3 Declarant's Rights. Up until the time Unit Owners other than the Developer elect a majority of the members of the board of administration of the Association, no amendment shall become effective without the written consent of the Declarant. The Declarant specifically reserves the absolute and unconditional right, so long as Declarant retains control of the Association, to amend this Declaration, without the consent or joinder of any party (a) to comply with any applicable governmental statute, law, ordinance, rule, regulation or judicial decision, (b) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized agency or institution purchasing or insuring home loan mortgages, (c) to conform to the requirements of institutional mortgage lenders, title companies, governmental agencies or private mortgage companies or (d) to correct errors or to clarify any provision of this Declaration.

13.4 Merger of Condominium. This Declaration, the Bylaws and the Common Elements may be merged with that of any other condominium to form a single condominium, upon the approval of seventy five per cent (75%) of all Owners of each condominium and of all record owners of liens. Such merger will be effective upon the recording of new or amended articles of incorporation, declarations and bylaws.

13.5 Amendment. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Elements, must have the prior approval of the St. Johns River Water Management District.

#### ARTICLE XIV TERMINATION

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

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

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

(c) Purchase of Dissenting Owners' Units. The Condominium may be terminated by agreement of 80% of the Members and purchase of the dissenting Owners' Units, in accordance with Section 14.2.

#### 14.2 Purchase of Dissenting Owners' Units.

(a) Approval. If Members holding a majority of votes in the Association desire termination, they may make a written request to the President of the Association for a meeting of the Members to consider termination. Notice of the meeting shall be furnished as provided in the Bylaws. If the termination is approved at the meeting by not less than 80% of all Members (or if, within two weeks after the meeting, a sufficient number of additional Members consent in writing so that a total of at least 80% of the Members approve), and the termination is consented to by Mortgagees in accordance with Section 13.2, the approving Owners shall have an option to buy all (but not less than all) of the Units of the non-approving Owners. The option shall be exercised within a reasonable time period after all required notices have been given and required approvals have been obtained. Approval of termination by an Owner at such a meeting shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be permanently irrevocable.

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

(i) A certificate executed by the President and Secretary of the Association certifying that the motion to terminate the Condominium was approved in accordance with this Article and that the option to purchase is being exercised as to all Units owned by dissenting Owners. The certificate shall state the names of the Owners exercising the option, the Units owned by them, and the Units being purchased by each of them.

(ii) An agreement to purchase the Unit of the Owner receiving the notice, upon the terms provided in this Article, signed by the purchasing Owner or Owners.

(c) Price. The price for each Unit purchased pursuant to this Article shall be its fair market value determined by agreement between the seller and purchaser within thirty (30)

days from the delivery or mailing of the exercise of the option. In the absence of agreement, the price shall be determined by two MAI-certified real estate appraisers, one selected by the seller and one by the purchaser. If the appraisers cannot reach agreement upon the market value of the Unit, then the two appraisers shall select a third appraiser, who shall determine the fair market value of the Unit. If the two appraisers fail to select a third appraiser, then the purchaser may ask a court of competent jurisdiction to select an appraiser. The expense of the appraisals shall be paid by the purchaser.

(d) Closing. The sale price shall be paid in cash or upon terms approved by the seller, and the sale shall be closed within twenty (20) days following the determination of the sale price. A judgment of specific performance of the purchase based upon the agreed sales price or determination of the appraiser(s) may be entered in any court of competent jurisdiction. The closing of the purchase of all of the Units subject to the option shall effect a termination of the Condominium without further act except the filing of the certificate described in Section 14.3.

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

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

14.4 Shares of Owners after Termination. After termination of the Condominium, the Owners shall own the Property and all assets of the Association, including the right to condemnation proceeds, if any, as tenants in common in undivided shares. The undivided share assigned to each Unit shall be the same equal fractional share as shown in Exhibit "B". Owners' respective Mortgagees and lienors shall have Mortgages and liens upon the respective undivided shares of the Owners. Following termination, any Owner may request distribution to such Owner of such Owner's proportionate share of all liquid assets of the Association, or may petition a court for sale or other partition of the Property, all subject to the rights of Mortgagees and other lienors.

## ARTICLE XV REGISTER OF OWNERS AND MORTGAGEES; RIGHTS OF MORTGAGEES

15.1 Register of Owners and Mortgagees. The Association shall at all times maintain a

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

15.2 Mortgagees' Rights. In addition to the consent of Mortgagees required by Section 13.2 and other rights stated elsewhere in this Declaration, any registered Mortgagee shall have the following rights, exercised by written request to the Association:

- (a) To be furnished a copy of the most recent financial statement and annual report of the Association;
- (b) To be given written notice by the Association of any meeting of the membership called for the purpose of considering any proposed amendment to the Declaration, Articles or Bylaws or any other matter requiring the consent of a specified percentage of eligible Mortgagees, and shall have those approval rights as described in Article 13.2;
- (c) To be given notice of any default of 60 days or more in the payment of Assessments or Individual Unit Charges with respect to the Unit encumbered by the Mortgage;
- (d) To be given an endorsement or certificate evidencing the coverage maintained on the Property by the Association, reflecting the Mortgagee's interest therein, and requiring that the Mortgagee be given notice of any cancellation of that coverage;
- (e) To be permitted to examine the books and records of the Association upon reasonable notice during ordinary business hours;
- (f) To be provided current copies of the Declaration, Articles, Bylaws and Rules and Regulations concerning the Property, upon payment to the Association of its cost of copying such documents; and
- (g) To be given written notice of any casualty loss, condemnation or eminent domain proceedings which affect a material portion of the Common Elements, or the Unit encumbered by the Mortgagee's lien.

**ARTICLE XVI  
DECLARANT RIGHTS AND PRIVILEGES**

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

16.2 Declarant's Rights to Change Interior of Units. So long as the same does not jeopardize the safety or soundness of the Building or any other Units, Declarant shall have the right to change the interior design of Units and none of such actions shall require an amendment to this Declaration as such actions are specifically contemplated and permitted hereby.

16.3 Easements. Declarant expressly reserves for Declarant and Declarant's assigns for the benefit of the Future Phase Land the following perpetual, nonexclusive easements:

(a) An easement for ingress, egress, utilities and stormwater drainage over, across, under and through the Common Elements of the Property; and

(b) An easement over, across, under and through the Property to provide maintain and correct drainage and other erosion controls.

(c) An easement over, across, under and through the Property to provide ingress and egress to and to use, operate and enjoy the "Future Parking Garages" as shown on **Exhibit "A-3"**.

The above easements specifically include the right to transverse the condominium to access the Future Phase Land and to construct, repair, maintain and replace utilities and/or stormwater drainage lines and facilities upon the Condominium Common Elements to service the Future Phase Land and to construct parking garages in the area designed in the Plot Plan as "slabbed for future parking garages," cut any trees, bushes or shrubbery and to make any gratings of the soil. Except in the case of emergencies, reasonable notice of intent to exercise the foregoing easements shall be given to all affected Owners, either directly or through the Association.

16.4 Prohibited Actions. So long as the Declarant is the owner of record title to any Unit held for sale in the ordinary course of business no action may be taken by the Association that would be detrimental to the sales or rental of Units by Declarant; provided, however, that an

increase in Assessments without discrimination against Declarant shall not be deemed detrimental.

16.5 Ownership. For so long as Declarant is the Owner of record title of any Unit, Declarant enjoys the same rights and assumes the same duties as other Owners as such rights and duties relate to Declarant's Units, except as expressly set forth herein otherwise.

## ARTICLE XVII GENERAL PROVISIONS

17.1 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Property as a residential condominium of the highest quality. The underscored portions at the beginning of the Articles are intended to state the purposes for the provisions that follow and may be used as an aid to interpretation. However, if the underscored portion conflicts with the operative provision, the operative provision shall govern. In the event of a conflict between this Declaration and the Articles or Bylaws, this Declaration shall govern. If the Articles and Bylaws conflict, the Articles shall govern.

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

### 17.3 Compliance with Declaration: Enforcement.

(a) Owner's Responsibility. Each Owner and tenant of an Owner, as well as their respective family members, guests, invitees and licensees shall conform and abide by this Declaration and any Rules and Regulations which may be adopted from time to time by the Board. Each Owner shall be responsible for assuring that all persons using that Owner's Unit by, through or under such Owner so comply.

(b) Enforcement. In the event of a violation or breach, or threatened violation or breach, of any of the covenants or provisions of this Declaration or the Rules and Regulations, Declarant, the Association or any aggrieved Owner, jointly and severally, shall have the right to proceed at law or in equity to compel compliance therewith or to prevent a threatened violation or breach thereof. Should the Declarant or the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of this Declaration, the Articles, Bylaws and Rules and Regulations is essential for the effectuation of the general plan of development, it is hereby declared that any breach thereof cannot be adequately compensated by recovery of damages, and the Declarant, the Association, or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the



remedy by injunction to restrain any such violation or breach or threatened violation or breach. Further, in any case of flagrant or repeated violation by an Owner, then, in addition to the foregoing remedies, the Board or Covenants Committee may levy summary charges of not more than \$100.00 for any one violation, unless the statutory limit for such fine is increased by the Florida Legislature; but each day or time a violation is continued or repeated after written notice is given to the Owner to cease and desist, it shall be considered a separate violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied. No delay, failure or omission on the part of Declarant, the Association or any aggrieved Owner in exercising any right, power or remedy herein provided shall be construed as an acquiescence therein or shall be deemed a waiver of the right to do so thereafter as to the same violation or breach, or as to a violation or breach occurring prior to or subsequent thereto, and shall not bar or affect its enforcement.

**17.4 Notices.** Unless otherwise stated herein or in the Bylaws, any notice required to be given to the Owner of any Unit (or the tenant of such Owner) under the provisions of this Declaration shall be deemed to have been properly given when delivered personally or sent by United States mail, postage prepaid, to the Owner (or tenant) at such address as such Owner (or tenant) may have designated with the Association, or, if no address has been so designated, than at the address of such Owner's (or tenant's) Unit. Notice shall be considered given when personally given or on the third business day following the date upon which such notice is deposited in the mail.


**17.5 Law to Govern.** This Declaration shall be construed in accordance with the laws of the State of Florida.

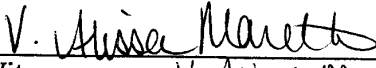
**17.6 Enforcement.** The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

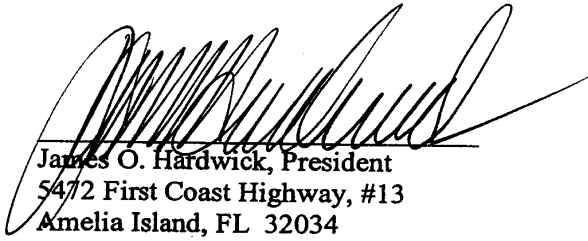
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, does hereby make this Declaration of Condominium for **THE PROMENADE AT PALENCIA CONDOMINIUM.**

**THE VILLAGE, LLP, a Florida limited liability partnership**

WITNESSES:

  
Witness name: CASSANDRA FAULK

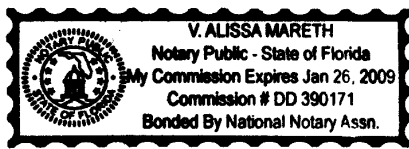
  
Witness name: V. ANISSA MARETH

  
James O. Hardwick, President  
5472 First Coast Highway, #13  
Amelia Island, FL 32034

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21 day of April, 2005, by James O. Hardwick, the Managing Partner of The Village, LLP, a Florida limited liability partnership, on behalf of the company. He is personally known to me  or has produced \_\_\_\_\_ as identification.

V. Alissa Mareth  
Print Name: V. Alissa Mareth  
Notary Public, State of Florida  
My Commission Expires: 1/26/09  
(Notary Seal)



MORTGAGEE CONSENT AND JOINDER

The undersigned hereby consents to and joins in the foregoing Declaration of Condominium for THE PROMENADE AT PALENCIA CONDOMINIUM and agrees that its mortgage is subordinate and inferior to said Declaration.

Witnesses:

"MORTGAGEE"  
Ironstone Bank

*Angelisa Jones-Wood*  
Name: Angelisa Jones-Wood

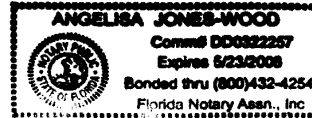
*Chris Bartlett*  
Name: Chris Bartlett  
Title: Vice President

*Vivian Dalrymple*  
Name: Vivian Dalrymple

STATE OF FLORIDA,  
COUNTY OF Duval

The forgoing instrument was hereby acknowledged before me on the 27th day of April 2008 by Chris Bartlett, who is the Vice President of Ironstone Bank, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

*Angelisa Jones-Wood*  
Print Name: Angelisa Jones-Wood  
Notary Public, State of Florida  
(Notarial Seal)



#4 Declaration 4F

**EXHIBIT A TO  
DECLARATION OF CONDOMINIUM  
FOR  
THE PROMENADE AT PALENCIA CONDOMINIUM**

- |             |  |
|-------------|--|
| Exhibit A-1 | Legal Description  |
| Exhibit A-2 | Boundary Survey  |
| Exhibit A-3 | Plot Plan (i.e. site plan/1st floor) and graphic description of the Condominium consisting of the drawings prepared by Rink Reynolds Diamond Fisher Wilson, PA, consisting of site plan/floor plan elevations. |

Declaration-exbA 2F

## EXHIBIT A-1

## LEGAL DESCRIPTION OF CONDOMINIUM PARCEL 1:

A PORTION OF SECTION 53, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE MOST NORTHERLY CORNER OF SOUTH LOOP PARKWAY PER PLAT OF MARSHALL CREEK DRI UNIT A-ONE, ACCORDING TO MAP THEREOF RECORDED IN MAP BOOK 41, PAGES 98 THROUGH 103 OF THE PUBLIC RECORDS OF SAID COUNTY, THENCE NORTH 38°06'46" EAST, A DISTANCE OF 882.77 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED; THENCE NORTH 45°00'00" WEST, A DISTANCE OF 250.76 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 27°28'15" WEST, 15.06 FEET; THENCE NORTH 45°00'00" EAST, A DISTANCE OF 191.46 FEET; THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 265.12 FEET; THENCE SOUTH 45°00'00" WEST, A DISTANCE OF 196.00 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 1.19 ACRES, MORE OR LESS

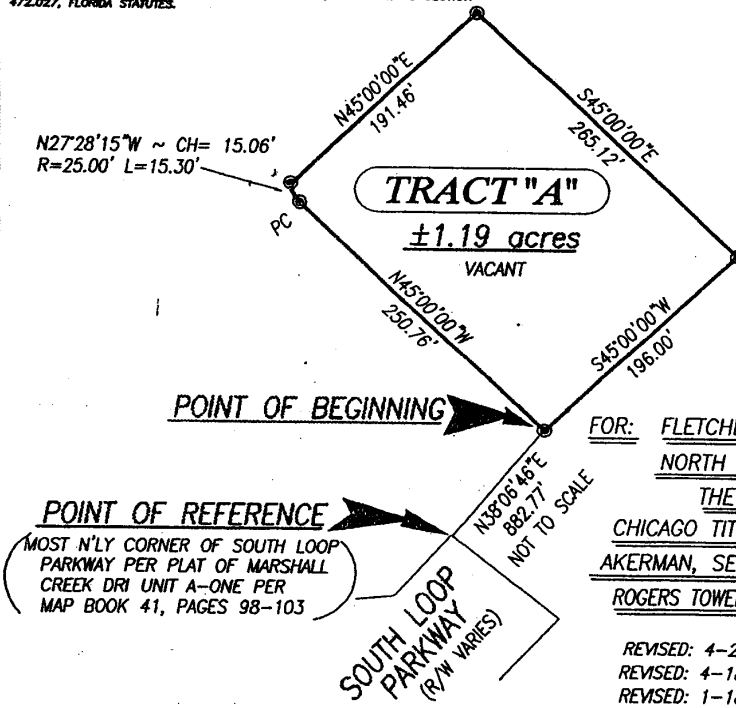
EXHIBIT A-2

MAP TO SHOW BOUNDARY SURVEY OF

A PORTION OF SECTION 53, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE MOST NORTHERLY CORNER OF SOUTH LOOP PARKWAY PER PLAT OF MARSHALL CREEK DRI UNIT A-ONE, ACCORDING TO MAP THEREOF RECORDED IN MAP BOOK 41, PAGES 98 THROUGH 103 OF THE PUBLIC RECORDS OF SAID COUNTY, THENCE NORTH 38°06'46" EAST, A DISTANCE OF 882.77 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED; THENCE NORTH 45°00'00" WEST, A DISTANCE OF 250.76 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 27°28'15" WEST, 15.06 FEET; THENCE NORTH 45°00'00" EAST, A DISTANCE OF 191.46 FEET; THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 265.12 FEET; THENCE SOUTH 45°00'00" WEST, A DISTANCE OF 196.00 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 1.19 ACRES, MORE OR LESS

CERTIFICATE I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



SCALE: 1"=100'

FOR: FLETCHER GROUP III, LLC,  
NORTH RIVER VILLAS, LLC,  
THE VILLAGE, LLC,  
CHICAGO TITLE INSURANCE COMPANY,  
AKERMAN, SENTERFITT & EIDSON, P.A.,  
ROGERS TOWERS BAILEY JONES & GAY, P.A.

REVISED: 4-29-02 (TITLE COMMITMENT NOTE)  
 REVISED: 4-18-02 (CERTIFICATIONS)  
 REVISED: 1-18-02 (CERTIFICATIONS)

DATE OF SURVEY: 1-04-02

LEGEND:

- PC=POINT OF CURVATURE
- PT=POINT OF TANGENCY
- PI=POINT OF INTERSECTION
- PRC=POINT OF REVERSE CURVATURE
- PCC=POINT OF COMPOUND CURVATURE
- R=RADIUS
- CH=CHORD
- L=LENGTH
- MSL=MEAN SEA LEVEL
- SEC=SECTION
- IP=IRON PIPE
- CM=CONCRETE MONUMENT
- PRM=PERMANENT REFERENCE MONUMENT
- Δ=DELTA ANGLE
- R/W=RIGHT-OF-WAY
- PB=PLAT BOOK
- MB=MAP BOOK
- DB=DEED BOOK
- ORV=OFFICIAL RECORDS VOLUME
- ORB=OFFICIAL RECORDS BOOK
- PG=PAGE
- CL=CENTERLINE
- NTS=NOT TO SCALE
- FND=FOUND
- TRAV=TRAVERSE
- P=PROPERTY LINE

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER

NOTES:

- 1) REFERENCE BEARING: S49°38'32"E FOR A NE'LY LINE OF SAID MARSHALL CREEK DRI UNIT A-ONE.
- 2) THIS SURVEY IS FURNISHED WITH THE BENEFIT OF CHICAGO TITLE INSURANCE COMPANY'S TITLE COMMITMENT NO. 150200412 DATED APRIL 4, 2002.
- 3) DIRT STOCKPILES LOCATED ON SUBJECT PROPERTY ARE NOT SHOWN.

DRAWN BY: JM

CHECKED BY: JM



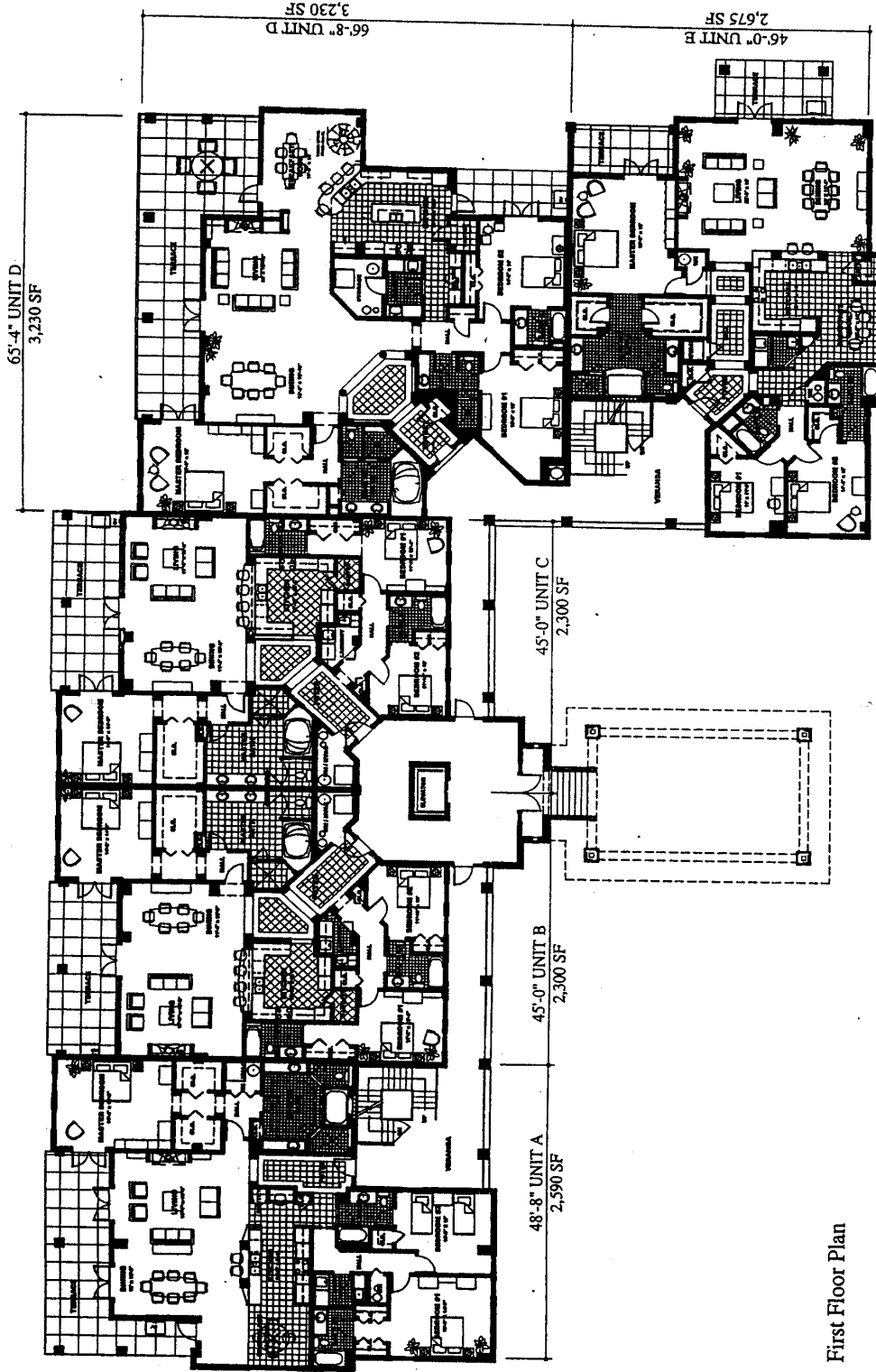
**PRIVETT & ASSOC.  
OF FLORIDA, INC.**

SURVEYORS AND LAND PLANNERS  
 2732 TOWNSEND BOULEVARD  
 JACKSONVILLE, FLORIDA, 32211  
 (904) 743-7658 LB NO. 4622

*Charles R. Lee*

PARK D. PRIVETT, JR.  
 REGISTERED SURVEYOR NO. 2218 GA.  
 REGISTERED SURVEYOR & MAPPER NO. 2841 FL.  
 JOHN H. JAMES  
 REGISTERED SURVEYOR & MAPPER NO. 4774 FL.  
 CHARLES R. LEE  
 REGISTERED SURVEYOR & MAPPER NO. 5618 FL.

EXHIBIT A-3



First Floor Plan

BUILDING "A"

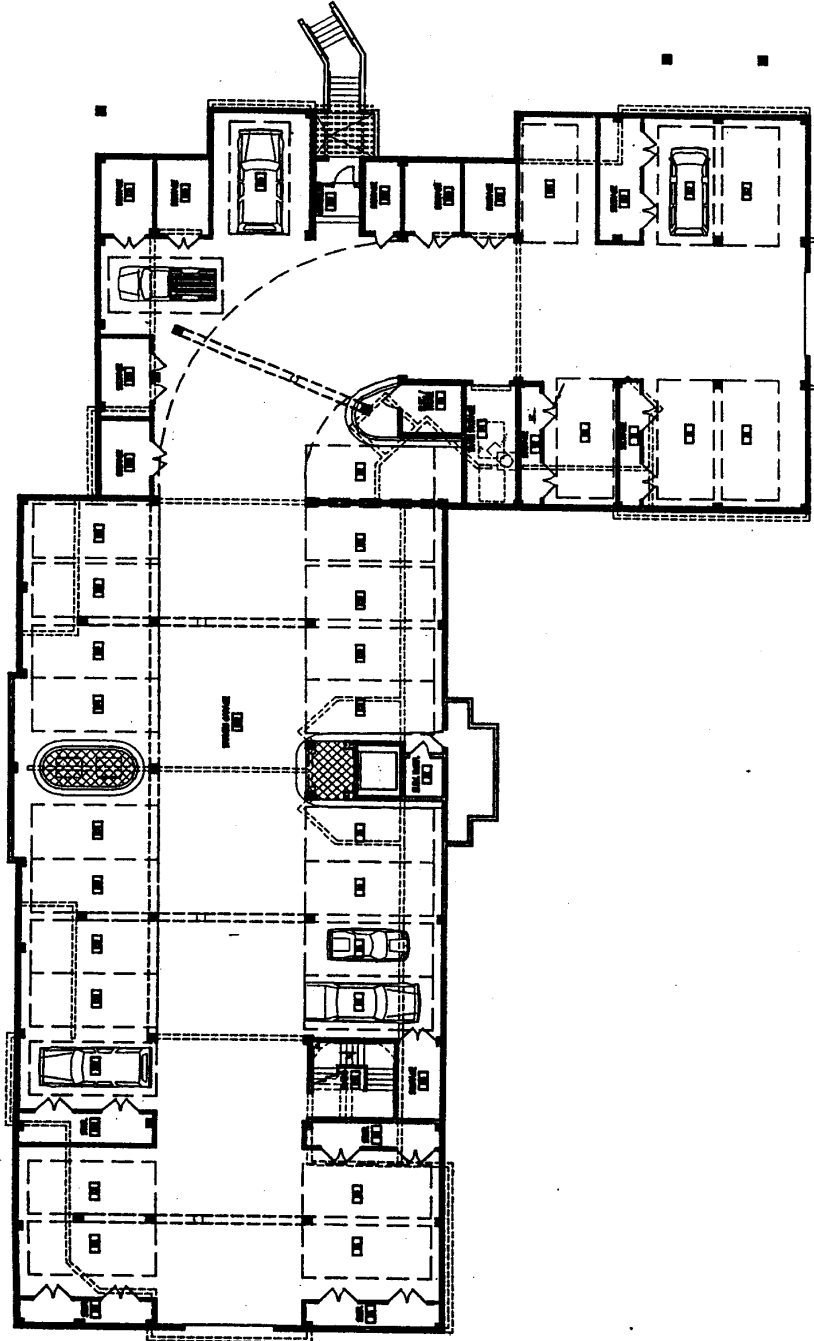
**THE PROMENADE** *at Palencia*  
 St. Augustine, Florida

Documents prepared by:  
**RINK REYNOLDS DIAMOND FISHER WILSON, PA**  
 Jacksonville, Florida





EXHIBIT A-3



Garage Level Plan



SCALE: 1:30

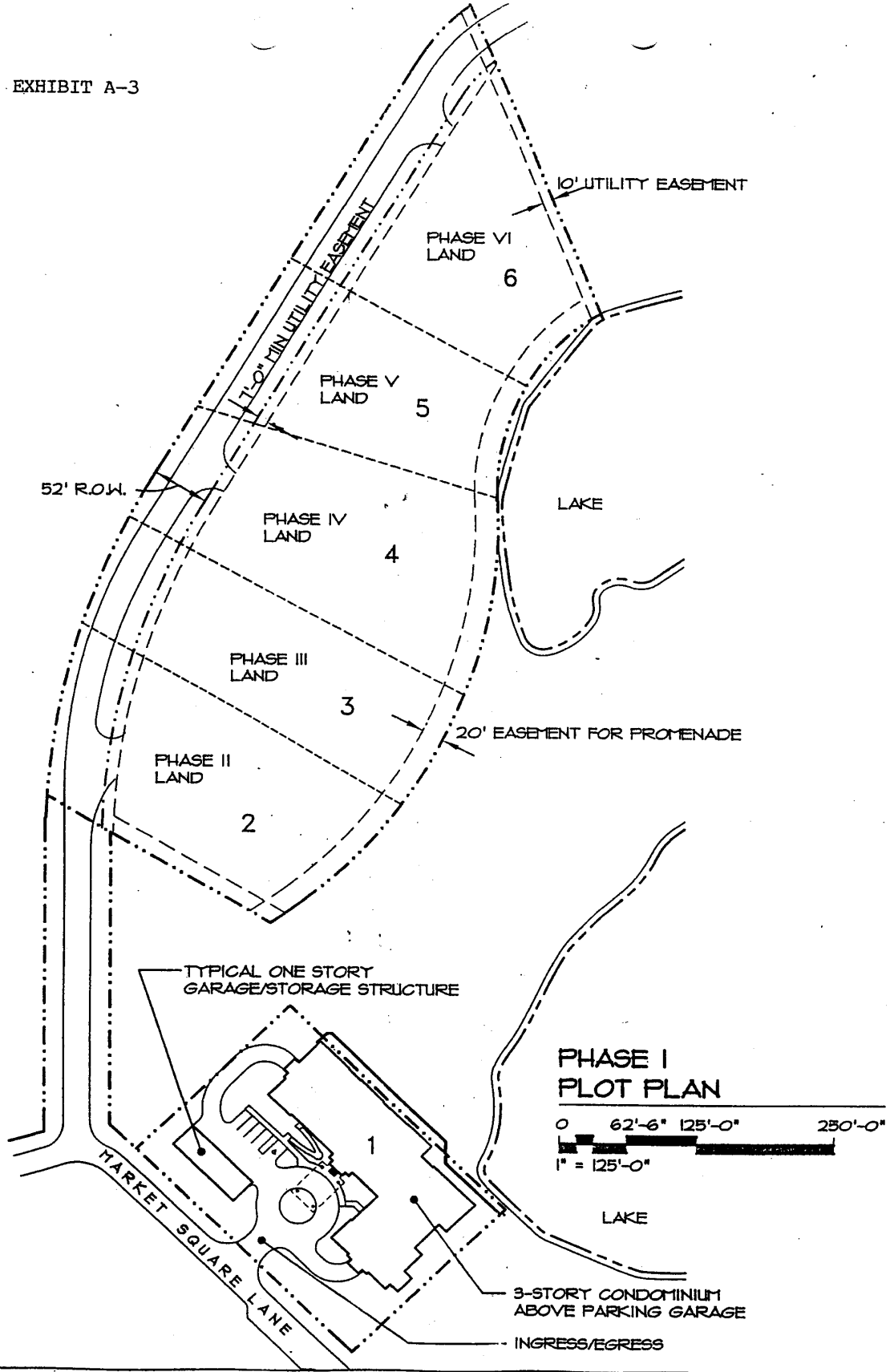
BUILDING "A"

Documents prepared by:  
**RINK REYNOLDS DIAMOND FISHER WILSON, PA**  
 Jacksonville, Florida

**THE PROMENADE** at Palencia  
 St. Augustine, Florida



EXHIBIT A-3

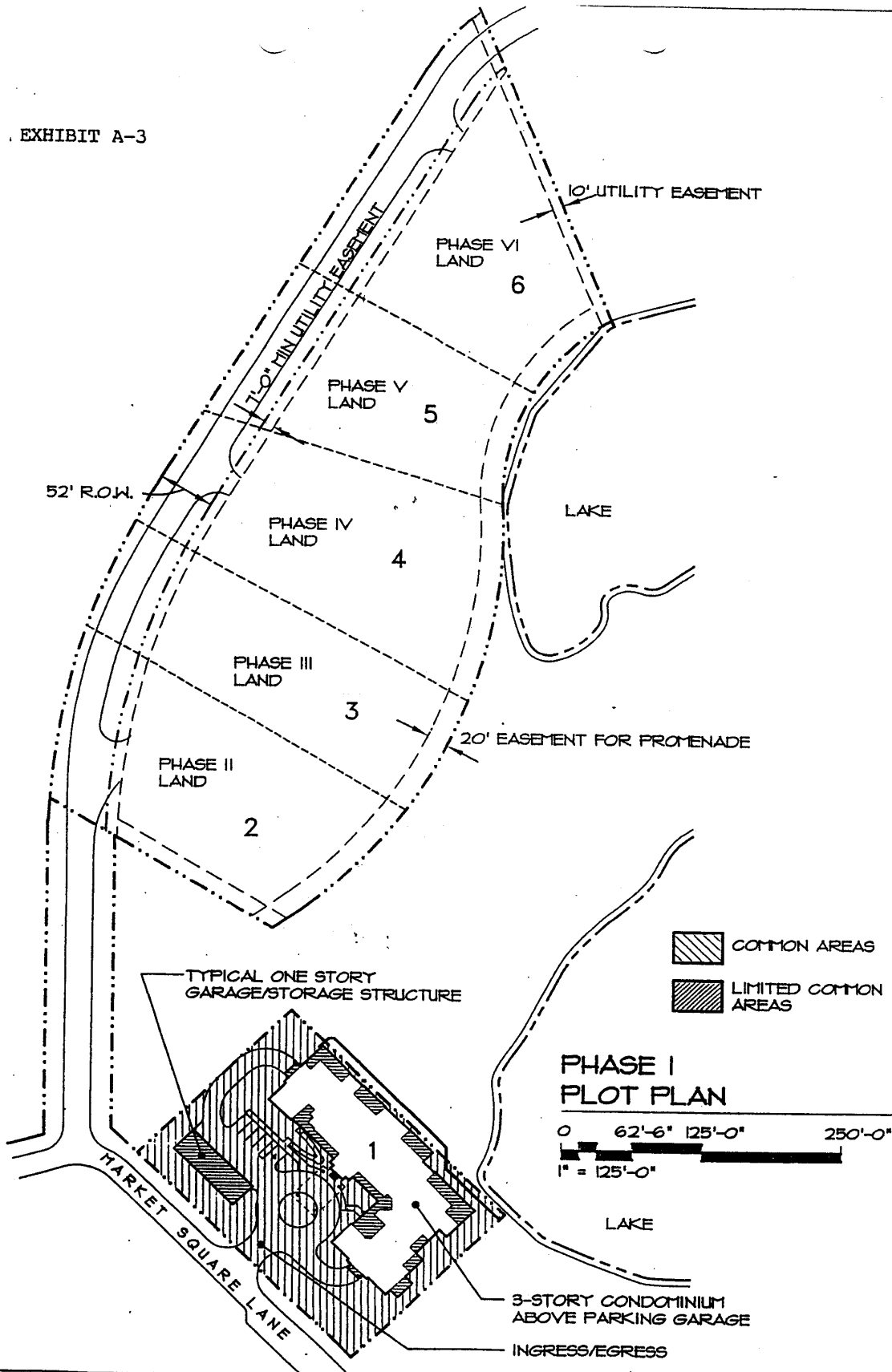


**THE PROMENADE** *at Palencia*  
 St. Augustine, Florida

Documents prepared by:  
**RINK REYNOLDS** DIAMOND FISHER WILSON, PA  
 Jacksonville, Florida



EXHIBIT A-3



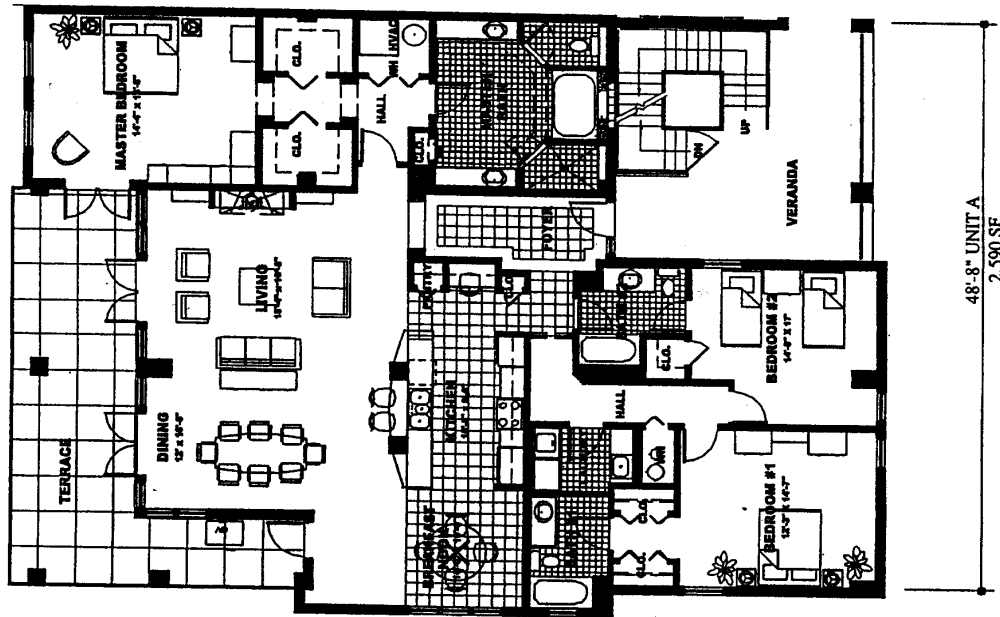
# THE PROMENADE at Palencia

St. Augustine, Florida

Documents prepared by:  
RINK REYNOLDS DIAMOND FISHER WILSON, PA  
Jacksonville, Florida



EXHIBIT A-3



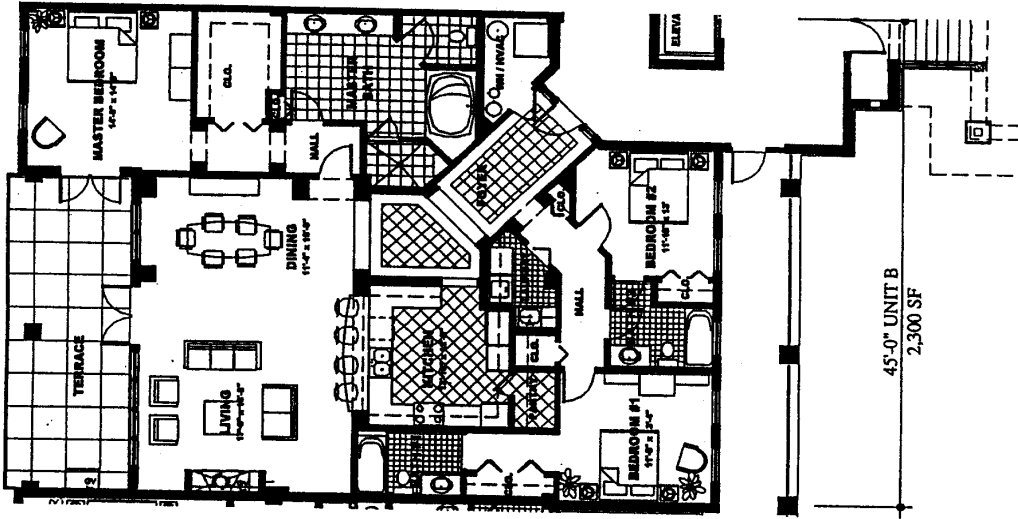
BUILDING "A" - UNIT A

**THE PROMENADE** *at Palencia*  
 St. Augustine, Florida

Documents prepared by:  
**RINK REYNOLDS DIAMOND FISHER WILSON, PA**  
 Jacksonville, Florida



EXHIBIT A-3



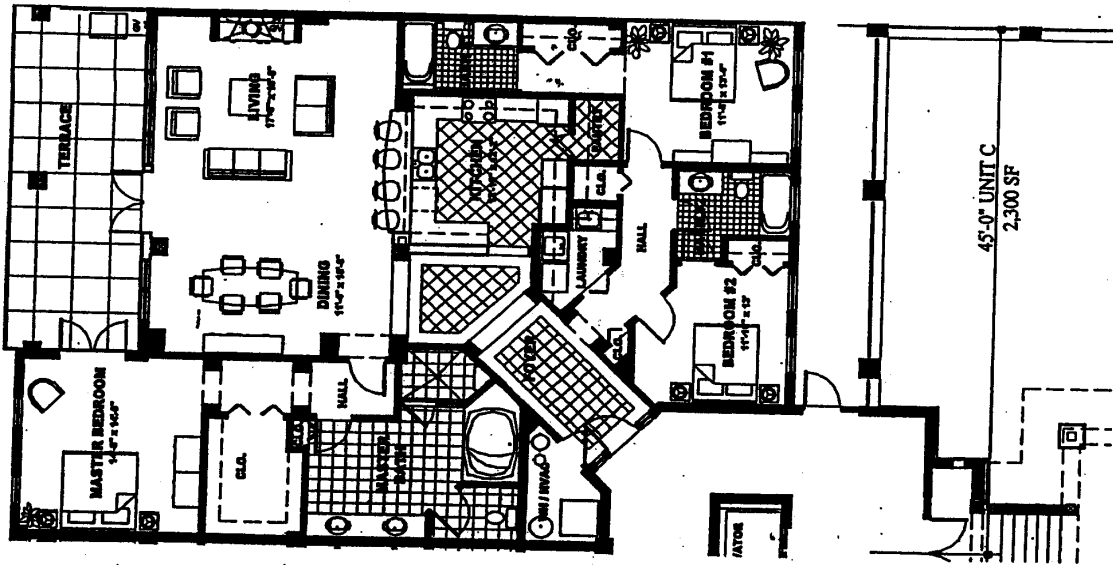
BUILDING "A" - UNIT B

Documents prepared by:  
**RINK REYNOLDS DIAMOND FISHER WILSON, PA**  
 Jacksonville, Florida

**THE PROMENADE** at *Palencia*  
 St. Augustine, Florida



EXHIBIT A-3



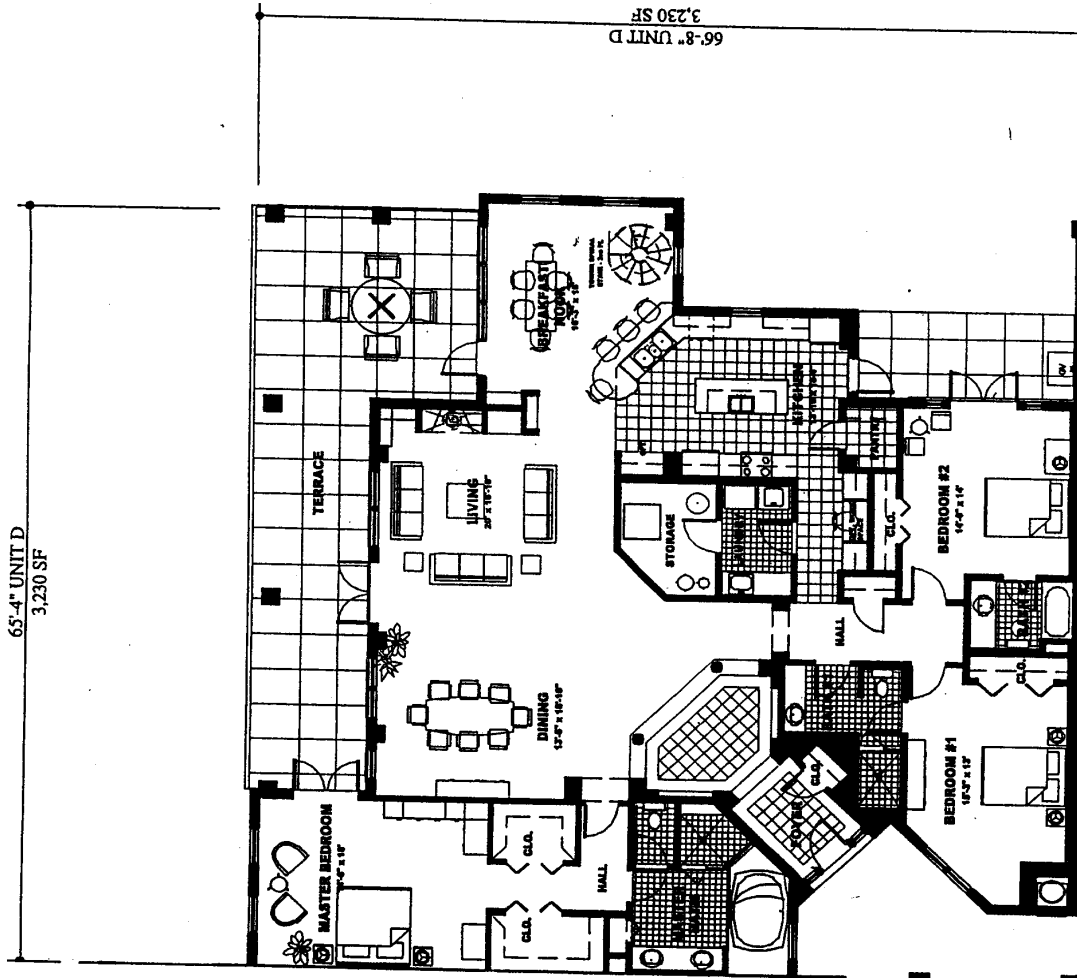
BUILDING "A" - UNIT C

*THE PROMENADE at Palmetto*

Documents prepared by:  
**RINK REYNOLDS DIAMOND FISHER WILSON, PA**  
Jacksonville, Florida



EXHIBIT A-3



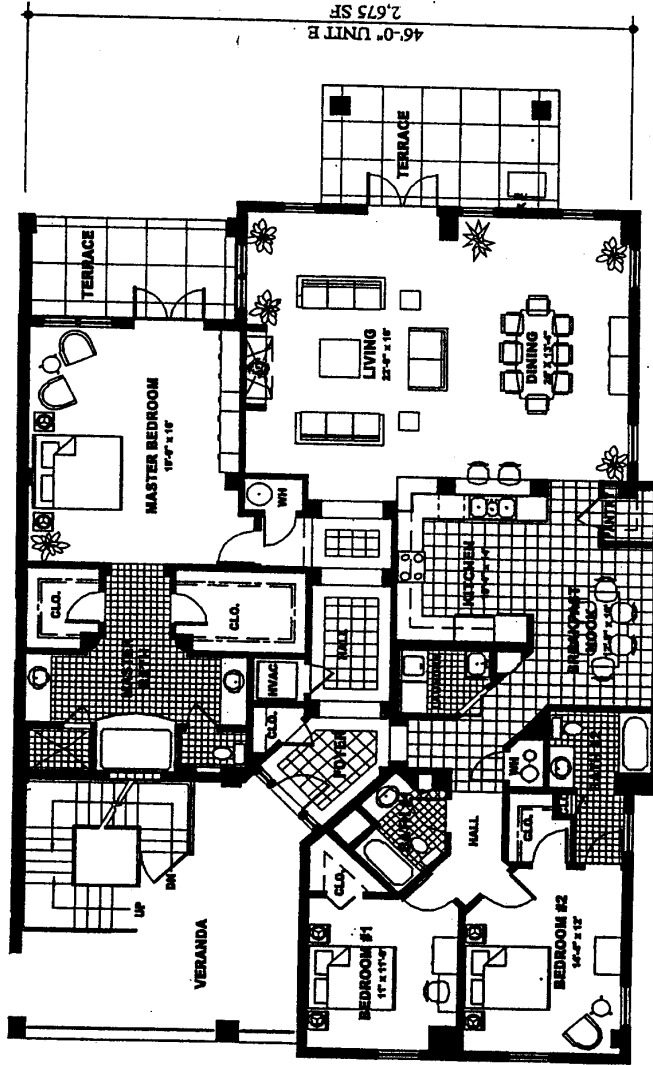
BUILDING "A" - UNIT D

**THE PROMENADE** at *Palencia*

Documents prepared by:  
**RINK REYNOLDS DIAMOND FISHER WILSON, PA**  
Jacksonville, Florida



EXHIBIT A-3



BUILDING "A" - UNIT E

**THE PROMENADE** *at Palencia*  
 St. Augustine, Florida

Documents prepared by:  
**RINK REYNOLDS DIAMOND FISHER WILSON, PA**  
 Jacksonville, Florida





**EXHIBIT B  
TO  
DECLARATION OF CONDOMINIUM  
FOR  
THE PROMENADE AT PALENCIA CONDOMINIUM**

**PERCENTAGES FOR UNDIVIDED SHARE OF COMMON ELEMENTS AND  
MANNER OF SHARING COMMON EXPENSES AND COMMON SURPLUS**

An undivided share of Common Elements, Common Expenses and Common Surplus for the Condominium, has been proportionally assigned to each Unit, by Unit number, as follows:

Each Unit shall be entitled to a 1/15 share.

Declaration-exbB2 2F

**EXHIBIT "C"**  
**ARTICLES OF INCORPORATION**  
**FOR**  
**THE PROMENADE AT PALENCIA CONDOMINIUM ASSOCIATION, INC.**

**THE VILLAGE, LLP**, a Florida limited liability partnership, ("Developer") submits these Articles of Incorporation for The Promenade at Palencia Condominium Association, Inc., a Florida not-for-profit corporation (the "Association").

**RECITALS:**

- A. Developer is the owner of all of the condominium units ("Units") in The Promenade at Palencia Condominium, and therefore the sole member of the Association.
- B. Developer adopted these Articles of Incorporation at a meeting on which was held in compliance with Chapter 718, Florida Statutes.
- C. These Articles are hereby adopted for the Association.

**ARTICLE I**  
**NAME**

The name of the corporation is The Promenade at Palencia Condominium Association, Inc., hereinafter referred to as the "Association." The address of the Association is 5472 First Coast Highway, # 12, Amelia Island, Florida 32034.

**ARTICLE II**  
**REGISTERED AGENT**

The initial Registered Agent of the Association is James O. Hardwick. The street address of the Registered Agent is 5472 First Coast Highway, #12, Amelia Island, FL 32034.

**ARTICLE III**  
**PURPOSES**

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

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, which is hereby incorporated by

reference, or by Chapter 718, Florida Statutes, as it may be amended from time to time (the "Condominium Act").

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

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

(d) To participate in mergers and consolidations with other nonprofit corporations organized for similar purposes.

(e) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida and serving as an association under the Condominium Act may now or hereafter have or exercise.

#### **ARTICLE IV MEMBERSHIP**

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

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

Each Unit is assigned one vote, to be exercised as determined by the owners of that Unit. However, until the occurrence of certain events as described in Section 5.3 of the Declaration, the Developer of the Condominium shall have the right to elect a majority of the members of the Board.

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

The Board of Directors shall initially consist of three members, whose names and addresses are as follows:

<u>Name</u>	<u>Address</u>
James O. Hardwick	5472 First Coast Highway, #12 Amelia Island, Florida 32034
Cassandra Faulk	5472 First Coast Highway, #12 Amelia Island, Florida 32034
Charlie Morris	5472 First Coast Highway, #12 Amelia Island, Florida 32034

Subsequent directors shall be elected as provided in the Declaration.

**ARTICLE VII  
TERM OF EXISTENCE**

This corporation shall exist in perpetuity unless sooner dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Florida.

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida.

**ARTICLE VIII  
DISSOLUTION**

The Association may be dissolved with the assent in writing of not less than eighty percent (80%) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be distributed in accordance with the provisions of Article XIV of the Declaration of Condominium for The Promenade At Palencia Condominium.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

**ARTICLE IX  
OFFICERS**

Subject to the direction of the Board, the affairs of the Association shall be administered by its officers, as designated in the Bylaws of the Association. Said officers shall be elected annually by the Board. The names and addresses of the officers who shall serve until the first annual meeting of the Board are as follows:

<u>Office</u>	<u>Name and Address</u>
President	James O. Hardwick 5472 First Coast Highway #12 Amelia Island, FL 32034
Vice President	Charlie Morris 5472 First Coast Highway #12 Amelia Island, FL 32034
Secretary/Treasurer	Cassandra Faulk 5472 First Coast Highway #12 Amelia Island, FL 32034

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**ARTICLE X  
AMENDMENTS**

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

**ARTICLE XI  
SUPREMACY**

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

**ARTICLE XII  
INDEMNIFICATION**

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

Notwithstanding the above, each director, officer, employee or agent of the Association shall be governed by, and shall comply with the provisions of the Condominium Act, the Declaration of Condominium, the documents creating the association, and the association bylaws and the provisions thereof. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the association or by a unit owner against the Association, directors designated by the developer (for actions taken by them prior to the time control of the association is assumed by unit owners other than the developer) or any director who willfully and knowingly fails to comply with the above referenced provisions.

**ARTICLE XIII  
INCORPORATOR**

The incorporator of the corporation is James O. Hardwick, whose street address is 5472 First Coast Highway, #12, Amelia Island, Florida 32034.

IN WITNESS WHEREOF, the incorporator of the Association has executed these Articles of Incorporation this 21 day of April, 2005.

“INCORPORATOR”

WITNESSES:

Cassandra Faneb  
Witness name: \_\_\_\_\_  
\_\_\_\_\_  
Witness name: \_\_\_\_\_

James O. Hardwick  
James O. Hardwick  
5472 First Coast Highway, #12  
Amelia Island, FL 32034

STATE OF FLORIDA  
COUNTY OF DUVAL

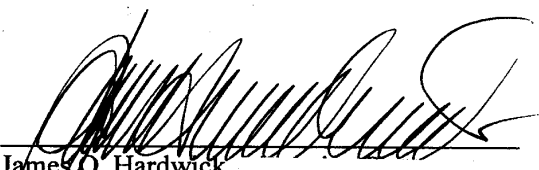
The foregoing instrument was acknowledged before me this 21 day of April, 2005, by

V. Alissa Mareth  
Print Name: V. Alissa Mareth  
Notary Public, State of Florida  
My Commission Expires: 1/26/09  
(Notarial Seal)



**REGISTERED AGENT CERTIFICATE**

The Promenade at Palencia Condominium Association, Inc., has named James O. Hardwick, whose address is 5472 First Coast Highway, #12, Amelia Island, FL 32034, as its agent to accept service of process within the State of Florida.

  
James O. Hardwick,  
5472 First Coast Highway, #13  
Amelia Island, FL 32034

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

  
James O. Hardwick

**EXHIBIT "D"**  
**BYLAWS FOR**  
**THE PROMENADE AT PALENCIA CONDOMINIUM ASSOCIATION, INC.**

**THE PROVISIONS OF CHAPTER 718, FLORIDA STATUTES (THE "CONDOMINIUM ACT") SHALL GOVERN AND CONTROL THE OPERATION OF CONDO NAME CONDOMINIUM ASSOCIATION, INC. (THE "ASSOCIATION"), A CORPORATION NOT-FOR-PROFIT ORGANIZED UNDER FLORIDA LAW, WHEREVER APPLICABLE. WHERE THERE IS A CONFLICT BETWEEN THE FOLLOWING AND THE CONDOMINIUM ACT, THE CONDOMINIUM ACT GOVERNS, CONTROLS AND PREVAILS, AND THE FOLLOWING SHALL BE DEEMED TO BE AUTOMATICALLY AMENDED TO COMPLY WITH THE CONDOMINIUM ACT. UNLESS OTHERWISE PROVIDED IN THE CONDOMINIUM ACT, THE FOLLOWING SHALL APPLY AS THE ASSOCIATION BYLAWS:**

**ARTICLE I**  
**MEMBERS**

1.1 **Membership.** The members of the Association shall consist of the Owners of condominium units ("Units") in The Promenade at Palencia Condominium located in St. Johns County, Florida, as described in the Declaration of Condominium recorded or to be recorded in the public records of St. Johns County, Florida (the "Declaration"). The membership of each Owner shall terminate when he ceases to be an Owner of a Unit. Upon the sale, transfer or other disposition of his ownership interest in a Unit, membership in the Association shall automatically be transferred to the new Unit Owner. The Association may issue certificates evidencing membership.

1.2 **Shares; Votes.** Each member shall have an interest in the funds and assets of the Association as set out in the Declaration. Since a Unit Owner may be more than one person, if only one of those persons is present at a meeting of the Association, that person shall be entitled to cast the vote appertaining to that Unit; however, if more than one of those persons is present, the vote appertaining to that Unit shall be cast only in accordance with their unanimous agreement, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting.

1.3 **Quorum.** Members present in person, telephone conference or by proxy shall be counted toward a quorum. At all membership meetings, annual or special, a quorum shall be deemed present throughout any meeting until adjourned if members entitled to cast more than one-third (1/3) of the votes of the Association are present in person, telephone conference or by proxy at the beginning of such meeting. If a quorum is present, the affirmative vote of members in attendance in person, by telephone or by proxy holding at least a majority of the votes of the members represented shall be the act of the members. For purposes of these Bylaws, "majority" shall mean more than fifty (50%) percent. Provided, however, the foregoing provisions of this Bylaw to the contrary notwithstanding, any action, which by law or pursuant to the provisions of the



Declaration requires the assent of a special percentage of the votes of the members greater than that herein specified, shall not be considered the act of the members unless such requisite percentage so prescribed by law or by the Declaration is obtained.

1.4 Proxies. Proxies shall be (i) limited proxy unless general proxy is required by the Condominium Act; (ii) in writing; (iii) are revocable at any time at the pleasure of the member executing it; (iv) are valid only for the particular meeting designated and any lawfully adjourned meetings thereof (but in no event shall a proxy be valid for more than 90 days after the date of the first meeting for which it was given); and (v) must be filed with the Secretary before the appointed time of the meeting. The transfer of a Unit voids all outstanding proxies pertaining to the voting rights appurtenant to that Unit. No proxy, limited or general, shall be used in the election of board members.

## ARTICLE II MEETINGS OF MEMBERSHIP

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

2.2 Annual Meeting. The annual meeting of the Association membership shall be held at the offices of the Association or at such other place in the state of Florida as shall be designated by the Board or the President of the Association. The annual meeting shall be held in November of each year unless otherwise determined by the Board.

2.3 Special Meetings. Unless specifically provided otherwise herein or in the Declaration, meetings of the membership shall be held when directed by the President or the Board or when requested in writing by members holding a majority of the votes having the right to vote at such meeting. However, if a board adopts, in any fiscal year, an annual budget which requires assessments against unit owners which exceed 115 percent of assessments for the preceding fiscal year, the board shall conduct a special meeting of the unit owners to consider a substitute budget if the board receives, within 21 days after adoption of the annual budget, a written request for a special meeting from at least 10 percent of all voting interests. The call for the meeting shall be issued by the secretary. Unless by consent of at least seventy-five (75%) percent of the votes of the membership present in person, by telephone conference or by limited proxy (but only if and as allowed by the Condominium Act), only the business stated in the notice may be transacted at a special meeting.

2.4 Notice. Notice of all members' meetings, regular or special, shall be given in conformity with the requirements of the Condominium Act or the Declaration or, if not specified there, then by the President, Vice President or Secretary of the Association to each member unless waived in writing. Such notices shall be mailed or personally delivered to each member in conformity with the requirements of the Condominium Act or the Declaration or, if not specified there, not less than fourteen (14) and not more than sixty (60) days prior to the meeting, except in an

emergency, in which case the Board shall give such notice as is reasonable under the circumstances.

Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, to each unit entitled to a vote, a first notice of the election to take place at the annual meeting. All Owners or other eligible persons desiring to be a candidate for the Board must give written notice not less than forty (40) days before a scheduled election. The Association shall then deliver a second notice of the annual meeting along with the ballot listing all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8<sup>1</sup>/<sub>2</sub> 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, with the costs of mailing or delivery and copying to be borne by the Association. The Association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper.

In addition, except in an emergency, when such notice requirement shall be waived, written notice shall be posted at a conspicuous place on the Common Elements in conformity with the requirements of the Condominium Act and the Declaration or, if not specified there, then not less than the forty-eight (48) continuous hours prior to any special meeting and not less than the fourteen (14) continuous days prior to the annual meeting.

2.5 Waiver. Any member may waive notice of a meeting or consent to the holding of a meeting without notice or consent to action taken without a meeting, by execution of a waiver or consent in writing. Such waiver or consent may be executed prior to, at, or subsequent to the meeting or Association action to which the waiver or consent relates. Attendance at a meeting, either in person, by telephone conference or by proxy (but only if and as allowed by the Condominium Act), shall of itself constitute a waiver of notices. A recitation in the minutes of any membership meeting that notice of such meeting was properly given shall be prima facie evidence that such notice was so given.

2.6 Action Without Meeting. Certain actions required to be taken by vote or assent of the Members may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) in the manner described in Section 6.1(d) of the Declaration. Any action so approved shall have the same effect as though taken at a meeting of the Members, and such approval shall be duly filed in the minute book of the Association.

2.7 Telephone Conferences. Members present by telephone conference shall be considered as present at a meeting for the purposes of a quorum, and may vote in any matters presented for a vote of the membership.

2.8 Adjourned Meetings. Any meetings of the membership which cannot be organized because a quorum has not attended, may be adjourned from time to time by the vote of a majority of the members present in person, by telephone or represented by proxy (but only if and as allowed by the Condominium Act). When any membership meeting, either annual or special, is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of any original meeting. Except as aforesaid, it shall not be necessary to give any notice of

any adjournment or of the business to be transacted at any adjourned meeting, other than by an announcement at the meeting at which such adjournment is taken.

### **ARTICLE III BOARD OF DIRECTORS**

3.1 Election. The Board of Directors ("Board") of the Association shall consist of not less than three persons who shall be originally appointed as provided in the Articles of Incorporation ("Articles"). Thereafter directors shall be elected in accordance with the provisions of the Declaration.

3.2 Term. Directors shall hold office for a term of two (2) years. A Director may be elected to a one-year term to permit staggered terms. Directors may be elected for successive terms.

3.3 Qualifications. Except with respect to Directors appointed by the Declarant, Directors must be Owners in the Condominium at all times during their service as Directors, and any such Director who ceases to be an Owner shall not be eligible to serve as a Director. Subject to the foregoing provisions of this Section, the term "Owner" shall be deemed to include, without limitation, any shareholder, director, officer, partner in, or trustee of a person which is either alone or in conjunction with any other person or persons, an Owner. Any individual who would not be eligible to serve as a member of the Board were he not a shareholder, director, officer, partner in, or trustee of such a person, shall be deemed to have disqualified himself from continuing in office if he ceases to have any such affiliation with that person.

3.4 Vacancy. Any vacancy occurring in the Board may be filled by a majority vote of the remaining members of the Board. However, a vacancy resulting from removal of a director by the members shall be filled by a vote of the membership.

3.5 Meetings. An annual meeting of the Board shall be held immediately following the annual meeting of the membership and at the same place. Special meetings of the Board shall be held upon call by the President or a majority of the Board on not less than forty-eight (48) hours notice in writing to each director, unless the Board determines an emergency to exist, in which event the Board shall give such notice as is reasonable under the circumstances. All meetings of the Board shall be open to all members and, except in an emergency as provided above, notices of all meetings shall be posted in a conspicuous place on the Common Elements at least the 48 continuous hours prior to the meeting. There shall be a minimum of at least one (1) day between special meetings of the Board (which is not to mean that the same special meeting may not be adjourned and reconvened within the same day).

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

3.7 Quorum. A quorum for the transaction of business shall consist of at least half of the directors present in person or by telephone conference. However, less than a quorum may

adjourn a meeting from time to time. A majority of directors who are present at any meeting where a quorum is present shall decide any question before the meeting. Any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Board.

3.8 Removal. Directors elected by the Members may be removed as provided in the Declaration.

3.9 Compensation. Directors shall receive no compensation for their services unless expressly provided for in resolutions duly adopted by the members.

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

- (a) To elect the officers of the Association as hereinafter provided;
- (b) To administer the affairs of the Association and the Condominium and formulate policies for such purposes;
- (c) To adopt administrative rules and regulations governing the administration, management, operation and use of the Condominium and to amend such rules and regulations from time to time;
- (d) To provide for the maintenance, repair and replacement of those parts of the Condominium stated in the Declaration to be maintained by the Association;
- (e) To provide for the designation, hiring and removal of employees and other personnel or service companies, including a property manager, to engage or contract for the services of others, to make purchases for the maintenance, repair, replacement, administration, management and operation of the Condominium and to delegate any such powers to the employees or agents of the Association;
- (f) To estimate the amount of the annual budget, to provide the manner of assessing and collecting from the members their respective shares of such estimated expenses as hereinafter provided and to assess any supplemental assessment as the Board shall deem necessary;
- (g) Unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the members as expressed in a resolution duly adopted at any annual or special meeting of the members; and
- (h) To exercise all other powers and duties of the Board provided for in the Declaration and the Articles.
- (i) To grant permits, licenses and easements over the Common Elements for utilities, roads and other purposes necessary for the proper operation of the Condominium.

#### ARTICLE IV OFFICERS

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

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

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

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

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

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

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

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

4.4 Removal. All officers shall serve at the pleasure of the Board and any officer may be removed at any time, with or without cause, by the affirmative vote of a majority of the whole Board.

4.5 Vacancy. Vacancies in any office shall be filled by the Board at special meetings thereof.

4.6 Compensation. Officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the members.

#### ARTICLE V RECORDS

5.1 Accounting. The Board shall maintain accounting records according to generally accepted accounting practices, which records shall be open to inspection by members at

reasonable times and upon reasonable notice. These accounting records shall include a record of receipts and expenditures and a separate account for each Owner showing the assessments charged to and paid by such Owner. Within ninety (90) days after the end of each year covered by an annual budget, the Board shall cause to be furnished to each Member a statement for such year showing the receipts and expenditures and such other information as the Board may deem desirable. Upon reasonable notice to the Board, any member shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such member.

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

5.3 Condominium Documents. The Association shall keep current copies of the Declaration, Articles, Bylaws and Rules and Regulations as well as its own books, records and financial statements available for inspection by members or by Mortgagees during normal business hours.

5.4 Financial Reports. Within the time requirements of Section 718.111(13) of the Condominium Act, the Association shall cause to be prepared and delivered to the Unit Owners the Financial Reports required by said Section.

#### ARTICLE VI AMENDMENT

These Bylaws may be amended unilaterally by Declarant for the reasons set forth in Section 13.3 of the Declaration. Also, these Bylaws may be amended by the members of the Association at any regular or special meeting; provided, however, that notice shall be given to all members not less than thirty (30) days in advance of the meeting setting forth the purpose of the meeting. If a quorum is present, the affirmative vote of a majority of the votes of members represented at the meeting shall be the vote of the members. Notwithstanding the foregoing, those provisions of these Bylaws which are governed by the Declaration or by Florida law may not be amended, repealed or altered except as provided in the Declaration or by applicable law. Provided, further, any provision in these Bylaws or the Declaration to the contrary notwithstanding, written notice of any meeting being called for the purpose of amending these Bylaws shall be sent to Mortgagees not less than thirty (30) days in advance of the meeting setting forth the purpose of the meeting. Further, no material amendment shall be made to these Bylaws without the prior written approval of all Mortgagees and no amendment shall be made to these Bylaws without the consent of Declarant so long as Declarant owns any Unit in the Condominium. All amendments of these By-Laws shall be duly recorded as an exhibit to the Declaration in the public records of St. Johns County, Florida.

## ARTICLE VII SUPREMACY

In the event of a conflict among the Bylaws, Articles or Declaration, the Declaration shall control, followed by the Articles and then Bylaws. Wherever different or additional requirements are required by the Condominium Act, then such different or additional requirements shall control.

## ARTICLE VIII MISCELLANEOUS

8.1 Right of Entry. The Association has 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 portion of a Unit to be maintained by the Association pursuant to the Declaration of Condominium for The Promenade At Palencia Condominium as necessary to prevent damage to the Common Elements or to a Unit or Units.

8.2 Definitions. Unless the context shall otherwise require, words or phrases used herein which are defined in the Condominium Act or the Declaration shall have the same meaning as therein set forth.

8.3 Notices to Association. A member who Mortgages his Unit, or executes and delivers, or assumes or purchases his Unit subject to any Mortgage which shall be or become a lien on his Unit, shall notify the Secretary of the Association of the name and address of the holder of any such Mortgage, and thereby authorize the Association to furnish such information as such Mortgagee may request respecting unpaid assessments, taxes or other information concerning such Unit or as may be provided by the Declaration.

8.4 Notices by Association. Unless otherwise provided by the Condominium Act or the Declaration, whenever any notice by the Association to a member is required or permitted under these Bylaws, such notice shall be in writing and delivered personally or sent by United States mail, postage prepaid, to the member at such address as such member may have designated with the Secretary of the Association, or, if no other address has been so designated, at the address of such member's Unit. Notice shall be considered given when delivered personally or on the third business day following the date upon which such notice is so deposited in the United States mail.

**EXHIBIT E TO  
DECLARATION OF CONDOMINIUM  
FOR  
THE PROMENADE AT PALENCIA CONDOMINIUM**

Exhibit E-1	Legal Description of Future Phase Land
Exhibit E-2	Survey of Future Phase Land
Exhibit E-3	Plot Plan (i.e. site plan/1st floor) and graphic description of the future Condominium phase(s) consisting of the drawings prepared by Rink Reynolds Diamond Fisher Wilson, PA, consisting of site plan/floor plan elevations.
Exhibit E-4	Combination Plot Plans (i.e. site plan/1st floor) and graphic descriptions of the future Condominium phase(s) consisting of the drawings prepared by Rink Reynolds Diamond Fisher Wilson, PA.
Exhibit E-5	Percentages of Undivided Shares With Addition of Future Phase(s)

Declaration-exbE 2F



LEGAL DESCRIPTION OF CONDOMINIUM PARCEL 2: EXHIBIT E-1

A PORTION OF SECTION 53, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF LANDS DESCRIBED AS TRACT "B" IN BOOK 1709, PAGE 669 OF DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 00°00'00" EAST, 239.07 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE CONTINUE NORTH 00°00'00" EAST, 13.58 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 530.38 FEET, A CHORD BEARING AND DISTANCE OF NORTH 08°44'01" EAST, 161.07 FEET; THENCE SOUTH 59°07'16" EAST, 279.06 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 463.03 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 46°04'56" WEST, 167.40 FEET; THENCE NORTH 58°52'56" WEST, 167.48 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 0.86 ACRES, MORE OR LESS.

## EXHIBIT E-1

## LEGAL DESCRIPTION OF CONDOMINIUM PARCEL 3:

A PORTION OF SECTION 53, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF LANDS DESCRIBED AS TRACT "B" IN BOOK 1709, PAGE 669 OF DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 00°00'00" EAST, 252.65 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 530.38 FEET, A CHORD BEARING AND DISTANCE OF NORTH 08°44'01" EAST, 161.07 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 530.38 FEET, A CHORD BEARING AND DISTANCE OF NORTH 23°26'19" EAST, 110.35 FEET; THENCE SOUTH 60°34'44" EAST, 288.42 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 463.03 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 28°25'04" WEST, 116.87 FEET; THENCE NORTH 59°07'16" WEST, 279.06 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 0.75 ACRES, MORE OR LESS.

## EXHIBIT E-1

## LEGAL DESCRIPTION OF CONDOMINIUM PARCEL 4:

A PORTION OF SECTION 53, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF LANDS DESCRIBED AS TRACT "B" IN BOOK 1709, PAGE 669 OF DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 00°00'00" EAST, 252.65 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 530.38 FEET, A CHORD BEARING AND DISTANCE OF NORTH 14°42'18" EAST, 269.27 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 530.38 FEET, A CHORD BEARING AND DISTANCE OF NORTH 30°15'50" EAST, 15.81 FEET; THENCE NORTH 31°07'04" EAST, 120.57 FEET; THENCE SOUTH 73°24'41" EAST, 220.49 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 463.03 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 08°49'30" WEST, 197.95 FEET; THENCE NORTH 60°34'44" WEST, 288.42 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 0.98 ACRES, MORE OR LESS.

## EXHIBIT E-1

## LEGAL DESCRIPTION OF CONDOMINIUM PARCEL 5:

A PORTION OF SECTION 53, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF LANDS DESCRIBED AS TRACT "B" IN BOOK 1709, PAGE 669 OF DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 00°00'00" EAST, 252.65 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 530.38 FEET, A CHORD BEARING AND DISTANCE OF NORTH 15°33'32" EAST, 284.53 FEET; THENCE NORTH 31°07'04" EAST, 120.57 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE CONTINUE NORTH 00°00'00" EAST, ALONG LAST SAID LINE, 151.17 FEET; THENCE SOUTH 60°27'13" EAST, 184.95 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 197.70 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 15°18'57" WEST, 104.89 FEET; THENCE NORTH 73°24'41" WEST, 220.49 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 0.57 ACRES, MORE OR LESS.

## EXHIBIT E-1

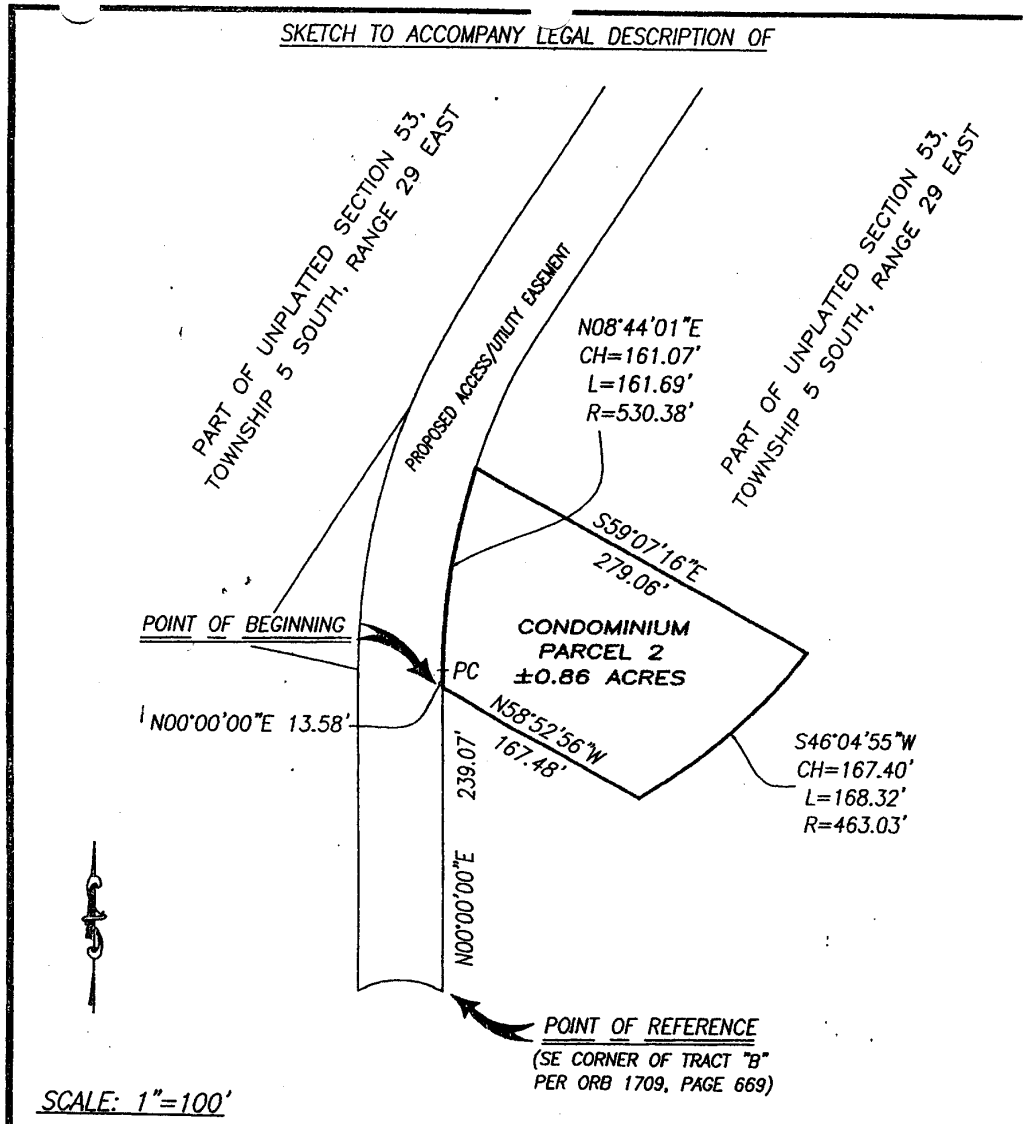
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A PORTION OF SECTION 53, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF LANDS DESCRIBED AS TRACT "B" IN BOOK 1709, PAGE 669 OF DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 00°00'00" EAST, 252.65 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 530.38 FEET, A CHORD BEARING AND DISTANCE OF NORTH 15°33'32" EAST, 284.53 FEET; THENCE NORTH 31°07'04" EAST, 271.74 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE NORTH 31°07'04" EAST, 220.98 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 140.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 38°07'53" EAST, 34.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 22°01'29" EAST, 256.09 FEET TO A POINT OF CURVATURE, THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 197.70 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 45°14'00" WEST, 99.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 60°27'13" WEST, 184.95 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 0.81 ACRES, MORE OR LESS.

EXHIBIT E-2




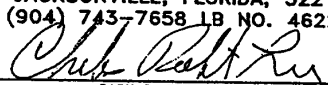
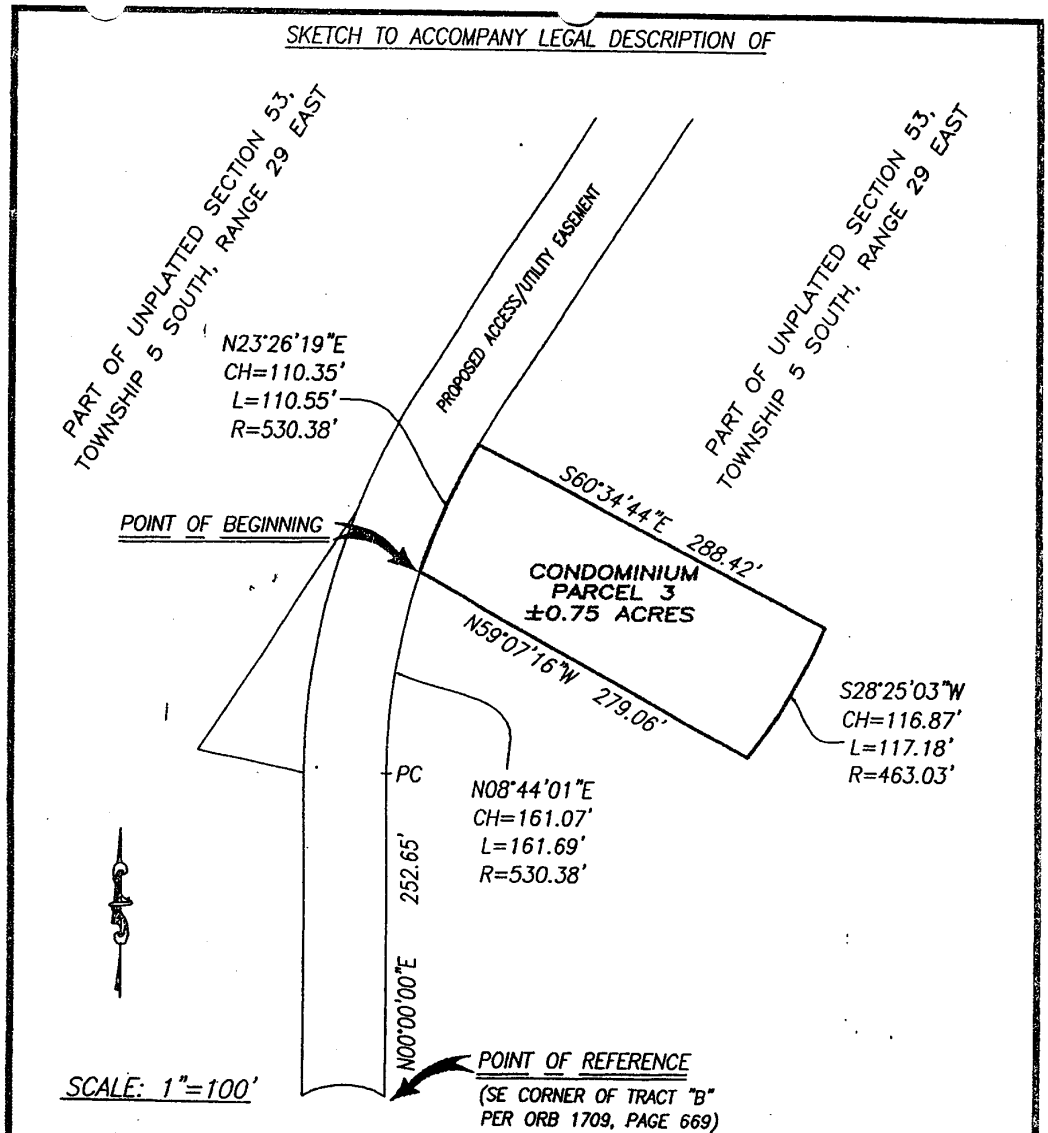
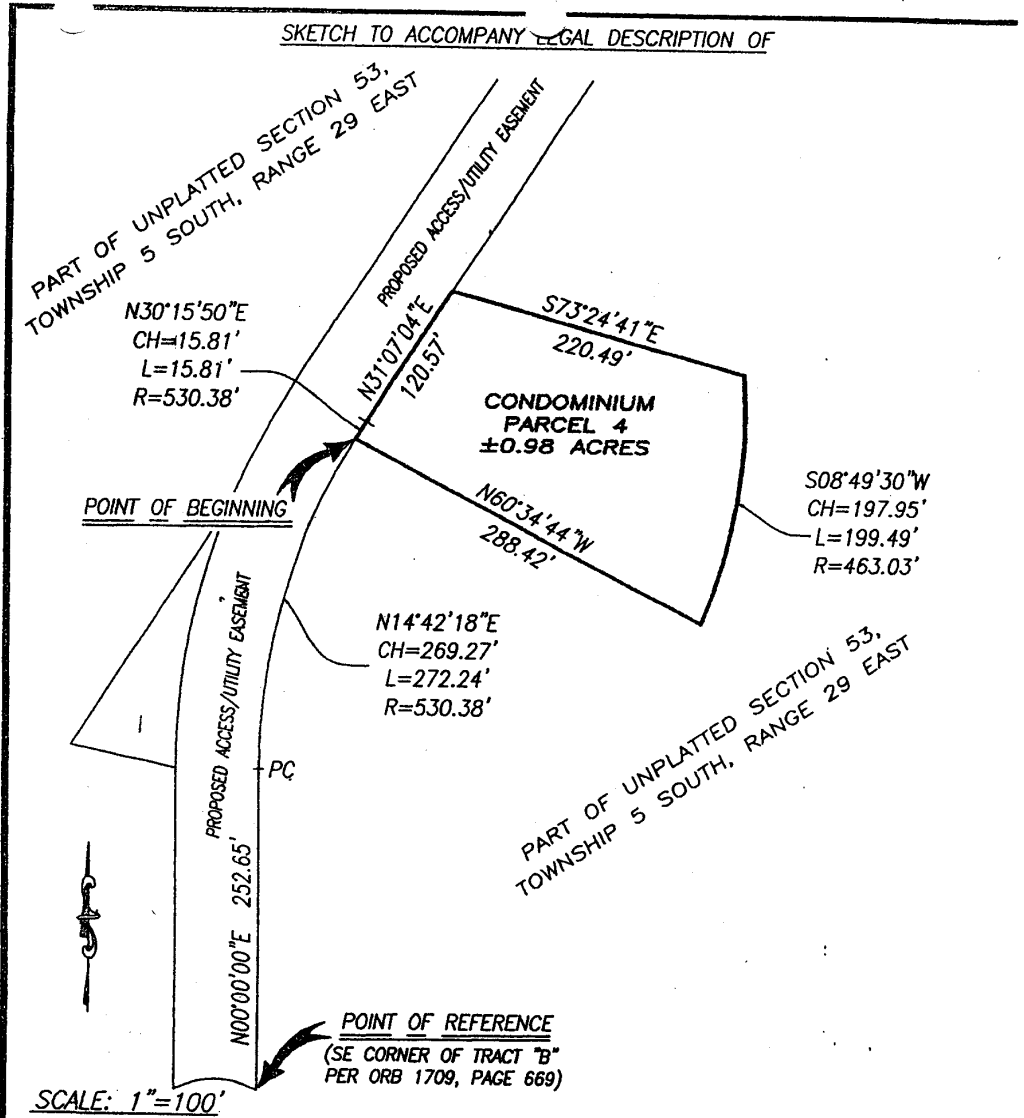
DATE OF SKETCH: 10-01-02      ALL PARCELS		DRAWN BY: JEH	CHECKED BY: CRL
<b>LEGEND:</b> PC=POINT OF CURVATURE PT=POINT OF TANGENCY PI=POINT OF INTERSECTION PRC=POINT OF REVERSE CURVATURE PCC=POINT OF COMPOUND CURVATURE R=RADIUS CH=CHORD L=LENGTH MSL=MEAN SEA LEVEL SEC=SECTION IP=IRON PIPE CM=CONCRETE MONUMENT PRM=PERMANENT REFERENCE MONUMENT		D=DELTA ANGLE R/W=RIGHT-OF-WAY PB=PLAT BOOK MB=MAP BOOK DB=DEED BOOK ORV=OFFICIAL RECORDS VOLUME ORB=OFFICIAL RECORDS BOOK PG=PAGE CL=CENTERLINE NTS=NOT TO SCALE FND=FOUND TRAV=TRAVERSE PL=PROPERTY LINE	
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER			
CONDO LEGALS.dwg 10-1-02 3:06:29 pm EST			
<b>NOTES:</b> 1) REFERENCE BEARING: S49°38'32"E FOR A NE'LY LINE OF SAID MARSHALL CREEK DRI UNIT A-ONE.			
			
<b>PRIVETT &amp; ASSOC. OF FLORIDA, INC.</b> SURVEYORS AND LAND PLANNERS 2732 TOWNSEND BOULEVARD JACKSONVILLE, FLORIDA, 32211 (904) 743-7658 LB NO. 4622			
 PARK D. PRIVETT, JR. REGISTERED SURVEYOR NO. 2218 GA. REGISTERED SURVEYOR & MAPPER NO. 2841 FL. JOHN M. JAMES REGISTERED SURVEYOR & MAPPER NO. 4774 FL. CHARLES R. LEE REGISTERED SURVEYOR & MAPPER NO. 5618 FL.			

EXHIBIT E-2



DATE OF SKETCH: 10-01-02		DRAWN BY: JEH	CHECKED BY: CRL
<b>LEGEND:</b> PC=POINT OF CURVATURE PT=POINT OF TANGENCY PI=POINT OF INTERSECTION PRC=POINT OF REVERSE CURVATURE POC=POINT OF COMPOUND CURVATURE R=RADIUS CH=CHORD L=LENGTH MSL=MEAN SEA LEVEL SEC=SECTION IP=IRON PIPE CM=CONCRETE MONUMENT PRM=PERMANENT REFERENCE MONUMENT D=DELTA ANGLE R/W=RIGHT-OF-WAY PB=PLAT BOOK MB=MAP BOOK DB=DEED BOOK ORV=OFFICIAL RECORDS VOLUME ORB=OFFICIAL RECORDS BOOK PG=PAGE CL=CENTERLINE NTS=NOT TO SCALE FND=FOUND TRAV=TRAVERSE PL=PROPERTY LINE		 <b>PRIVETT &amp; ASSOC.</b> <b>OF FLORIDA, INC.</b> SURVEYORS AND LAND PLANNERS 2732 TOWNSEND BOULEVARD JACKSONVILLE, FLORIDA, 32211 (904) 743-7658 LB NO. 4622  PARK D. PRIVETT, JR. REGISTERED SURVEYOR NO. 2218 GA. REGISTERED SURVEYOR & MAPPER NO. 2841 FL. JOHN M. JAMES REGISTERED SURVEYOR & MAPPER NO. 4774 FL. CHARLES R. LEE REGISTERED SURVEYOR & MAPPER NO. 5618 FL.	
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER			
CONDDO LEGALS.dwg 10-1-02 3:06:29 pm EST			
<b>NOTES:</b> 1) REFERENCE BEARING: S49°38'32"E FOR A NELY LINE OF SAID MARSHALL CREEK DRG UNIT A-ONE.			

EXHIBIT E-2



DATE OF SKETCH: 10-01-02

**LEGEND:**

PC=POINT OF CURVATURE	D=DELTA ANGLE
PT=POINT OF TANGENCY	R/W=RIGHT-OF-WAY
PI=POINT OF INTERSECTION	PB=PLAT BOOK
PRC=POINT OF REVERSE CURVATURE	MB=MAP BOOK
PCC=POINT OF COMPOUND CURVATURE	ORV=OFFICIAL RECORDS VOLUME
R=RADIUS	ORB=OFFICIAL RECORDS BOOK
CH=CHORD	PG=PAGE
L=LENGTH	CL=CENTERLINE
MSL=MEAN SEA LEVEL	NTS=NOT TO SCALE
SEC=SECTION	FND=FOUND
IP=IRON PIPE	TRAV=TRAVERSE
CM=CONCRETE MONUMENT	PL=PROPERTY LINE
PRM=PERMANENT REFERENCE MONUMENT	

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER

CONDO LEGALS.dwg 10-1-02 3:06:29 pm EST

**NOTES:**

1) REFERENCE BEARING:  $S49^{\circ}38'32''E$  FOR A NE'LY LINE OF SAID MARSHALL CREEK DRI UNIT A-ONE.

DRAWN BY: JET

CHECKED BY: CRL

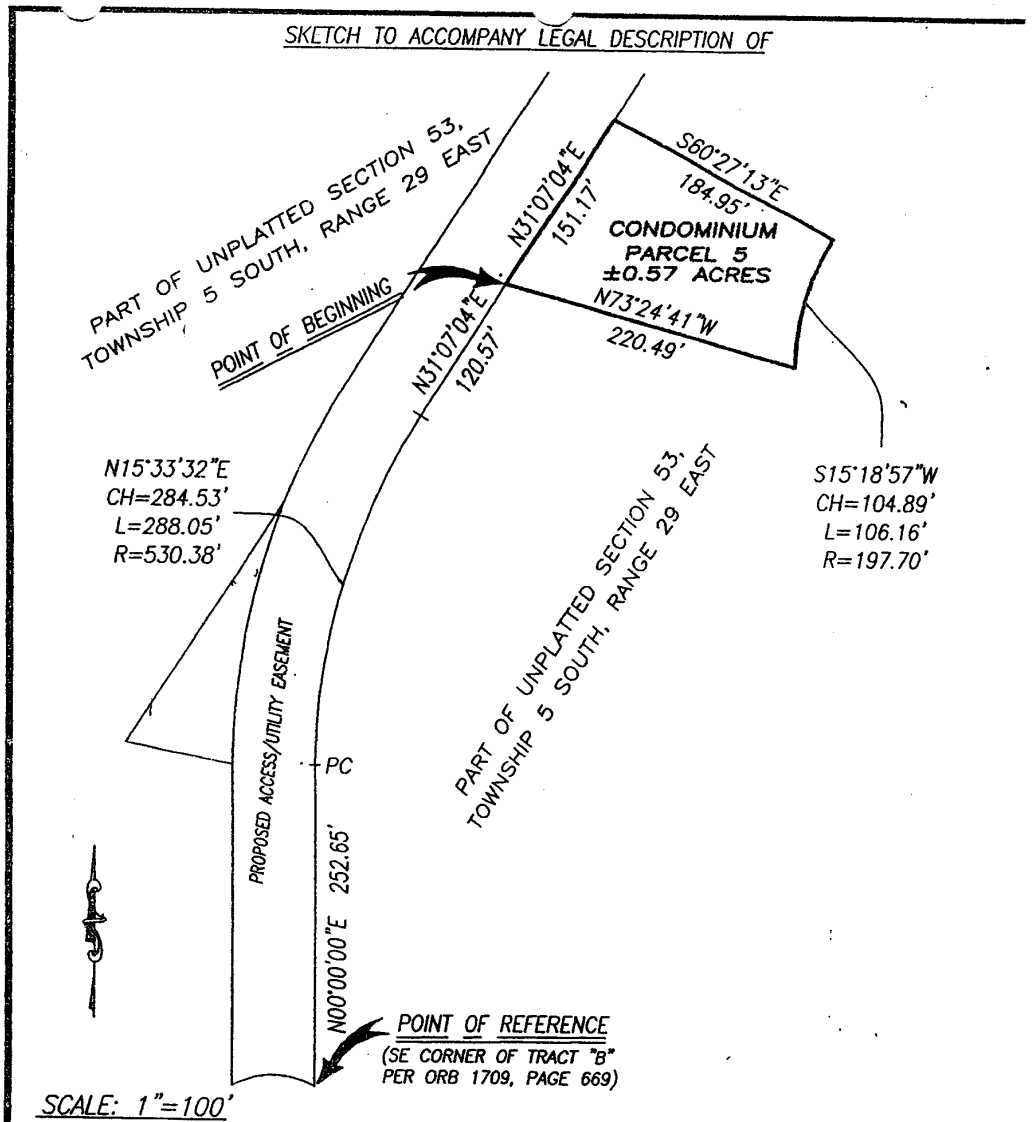
**PRIVETT & ASSOC. OF FLORIDA, INC.**  
SURVEYORS AND LAND PLANNERS  
2732 TOWNSEND BOULEVARD  
JACKSONVILLE, FLORIDA, 32211  
(904) 743-7658 LB. NO. 4622

*Charles R. Lee*

PARK D. PRIVETT, JR.  
REGISTERED SURVEYOR NO. 2218 GA.  
REGISTERED SURVEYOR & MAPPER NO. 2841 FL.  
JOHN M. JAMES  
REGISTERED SURVEYOR & MAPPER NO. 4774 FL.  
CHARLES R. LEE  
REGISTERED SURVEYOR & MAPPER NO. 5618 FL.



EXHIBIT E-2



DATE OF SKETCH: 10-01-02

<b>LEGEND:</b>	
PC=POINT OF CURVATURE	D=DELTA ANGLE
PT=POINT OF TANGENCY	R/W=RIGHT-OF-WAY
PI=POINT OF INTERSECTION	PB=PLAT BOOK
PRC=POINT OF REVERSE CURVATURE	MB=MAP BOOK
PCC=POINT OF COMPOUND CURVATURE	DB=DEED BOOK
R=RADIUS	ORV=OFFICIAL RECORDS VOLUME
CH=CHORD	ORB=OFFICIAL RECORDS BOOK
L=LENGTH	PG=PAGE
MSL=MEAN SEA LEVEL	CL=CENTERLINE
SEC=SECTION	NTS=NOT TO SCALE
IP=IRON PIPE	FND=FOUND
CM=CONCRETE MONUMENT	TRAV=TRAVERSE
PRM=PERMANENT REFERENCE MONUMENT	PL=PROPERTY LINE

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER

CONDO LEGALS.dwg 10-1-02 3:06:29 pm EST

**NOTES:**

1) REFERENCE BEARING: S49°38'32"E FOR A NELY LINE OF SAID MARSHALL CREEK DRI UNIT A-ONE.

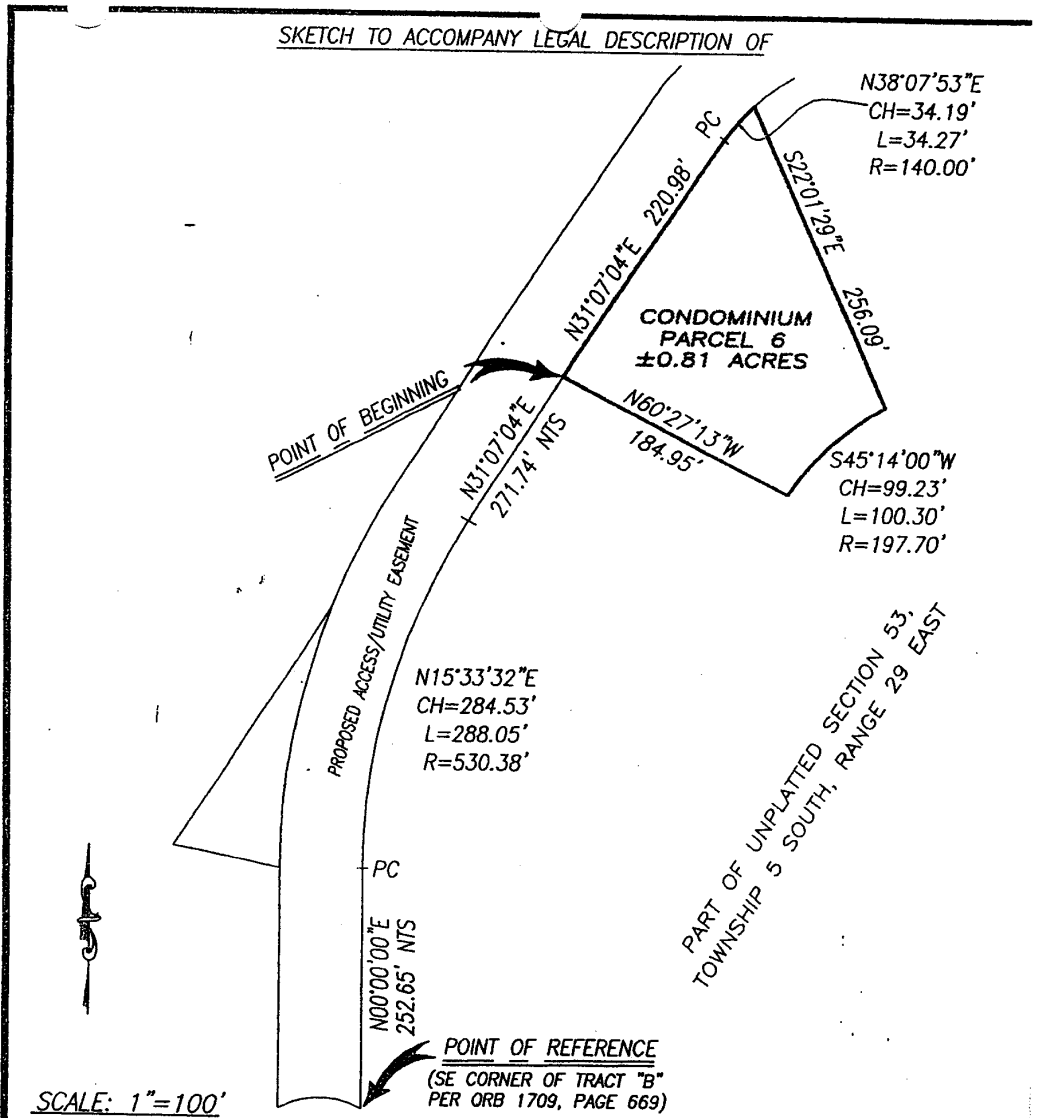
DRAWN BY: JEH CHECKED BY: CRJ



**PRIVETT & ASSOC. OF FLORIDA, INC.**  
 SURVEYORS AND LAND PLANNERS  
 2732 TOWNSEND BOULEVARD  
 JACKSONVILLE, FLORIDA, 32211  
 (904) 743-7658 LB NO. 4622

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EXHIBIT E-2




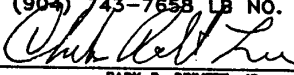
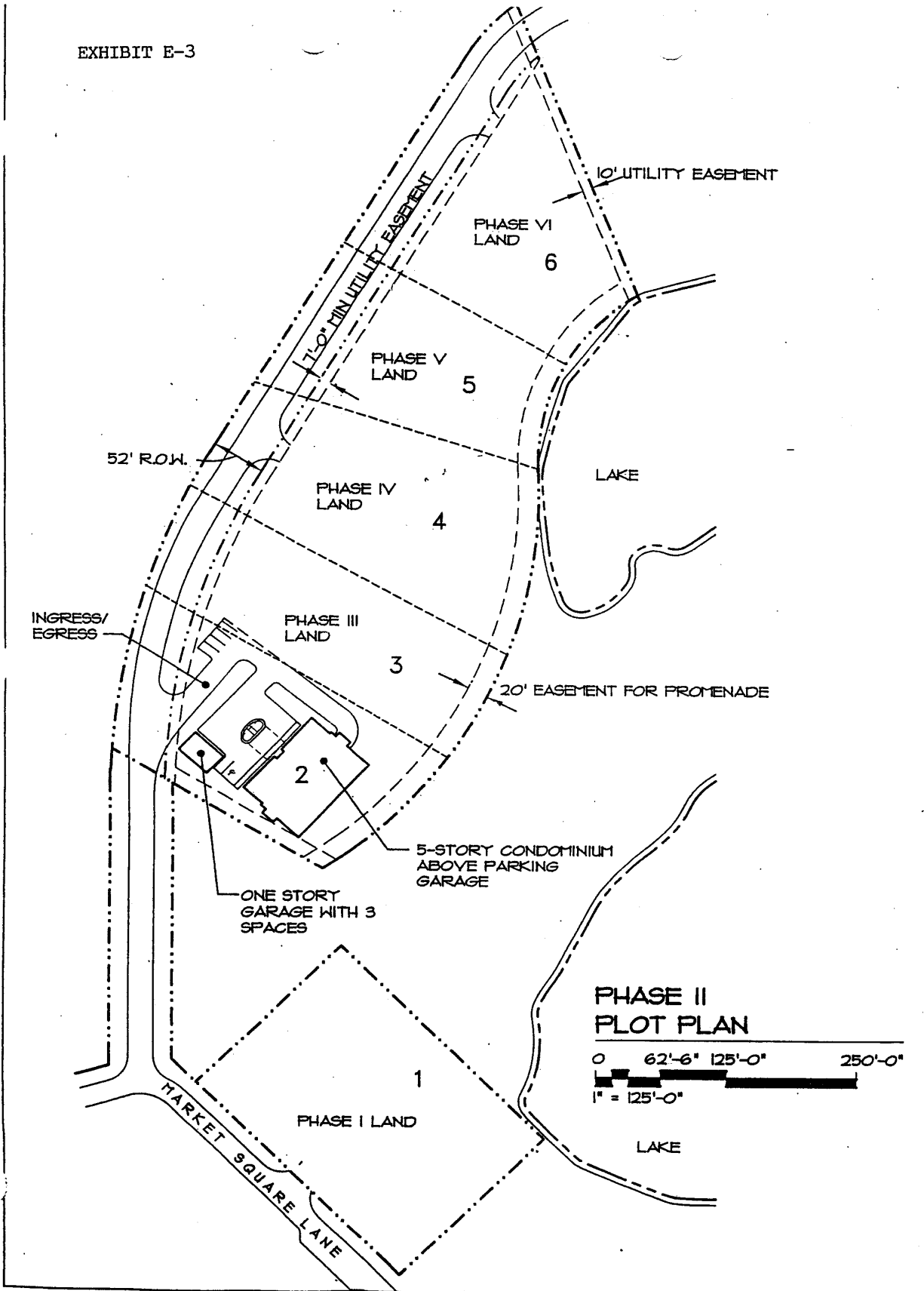
DATE OF SKETCH: 10-01-02		DRAWN BY: JEH	CHECKED BY: CRL
<b>LEGEND:</b> PC=POINT OF CURVATURE PT=POINT OF TANGENCY PI=POINT OF INTERSECTION PRC=POINT OF REVERSE CURVATURE PCC=POINT OF COMPOUND CURVATURE R=RADIUS CH=CHORD L=LENGTH MSL=MEAN SEA LEVEL SEC=SECTION IP=IRON PIPE CM=CONCRETE MONUMENT PRM=PERMANENT REFERENCE MONUMENT D=DELTA ANGLE R/W=RIGHT-OF-WAY PB=PLAT BOOK MB=MAP BOOK DB=DEED BOOK ORV=OFFICIAL RECORDS VOLUME ORB=OFFICIAL RECORDS BOOK PG=PAGE C=CENTERLINE NTS=NOT TO SCALE FND=FOUND TRAV=TRAVERSE PL=PROPERTY LINE		 <b>PRIVETT &amp; ASSOC. OF FLORIDA, INC.</b> SURVEYORS AND LAND PLANNERS 2732 TOWNSEND BOULEVARD JACKSONVILLE, FLORIDA, 32211 (904) 743-7658 LB NO. 4622  PARK D. PRIVETT, JR. REGISTERED SURVEYOR NO. 2218 GA. REGISTERED SURVEYOR & MAPPER NO. 2841 FL. JOHN M. JAMES REGISTERED SURVEYOR & MAPPER NO. 4774 FL. CHARLES R. LEE REGISTERED SURVEYOR & MAPPER NO. 5818 FL.	
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER			
CONDO LEGALS.dwg 10-1-02 3:06:29 pm EST			
<b>NOTES:</b> 1) REFERENCE BEARING: S49°38'32"E FOR A NE'LY LINE OF SAID MARSHALL CREEK DRI UNIT A-ONE.			

EXHIBIT E-3

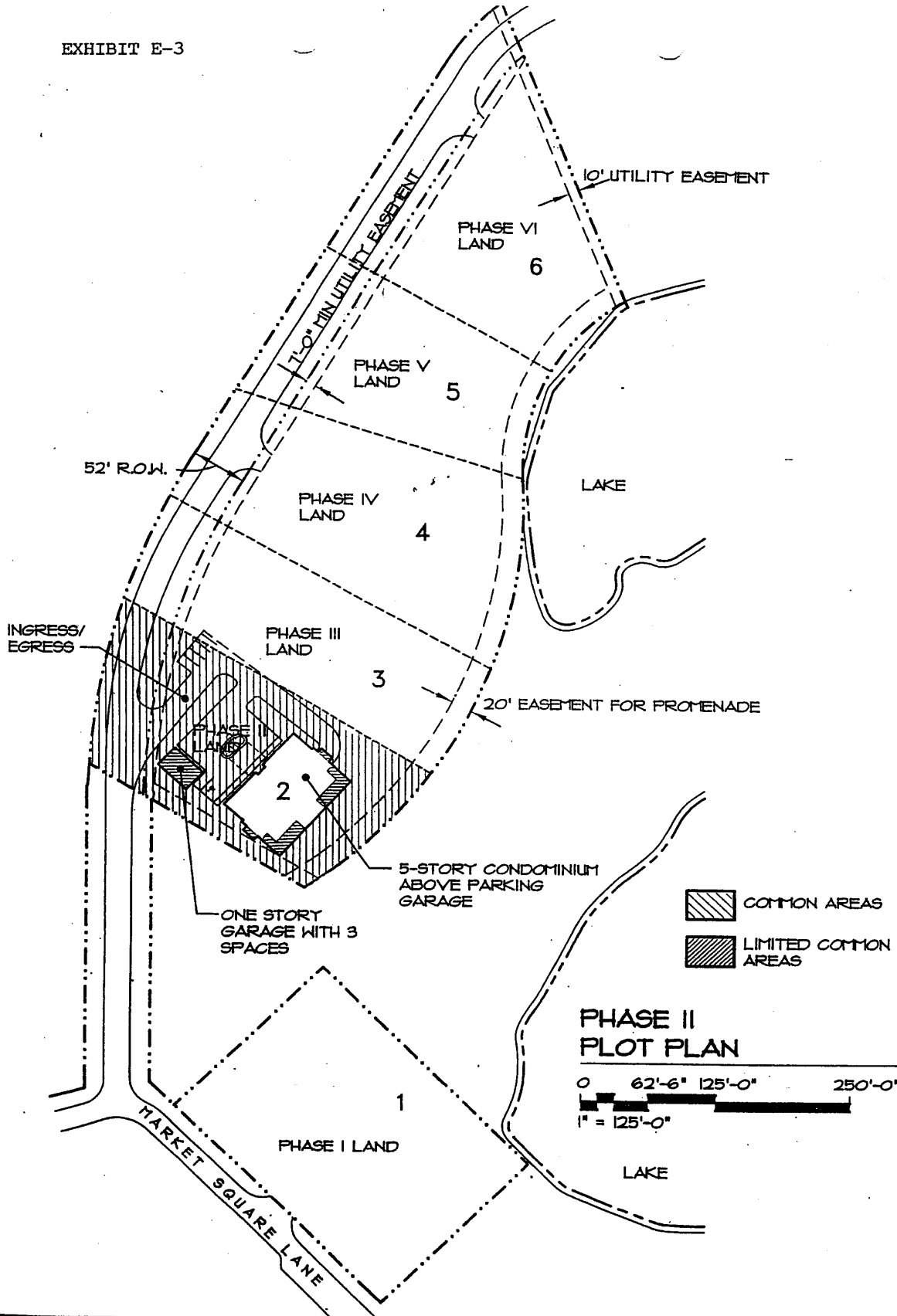


**THE PROMENADE** *at Palencia*  
 St. Augustine, Florida

Documents prepared by:  
**RINK REYNOLDS DIAMOND FISHER WILSON, PA**  
 Jacksonville, Florida



EXHIBIT E-3

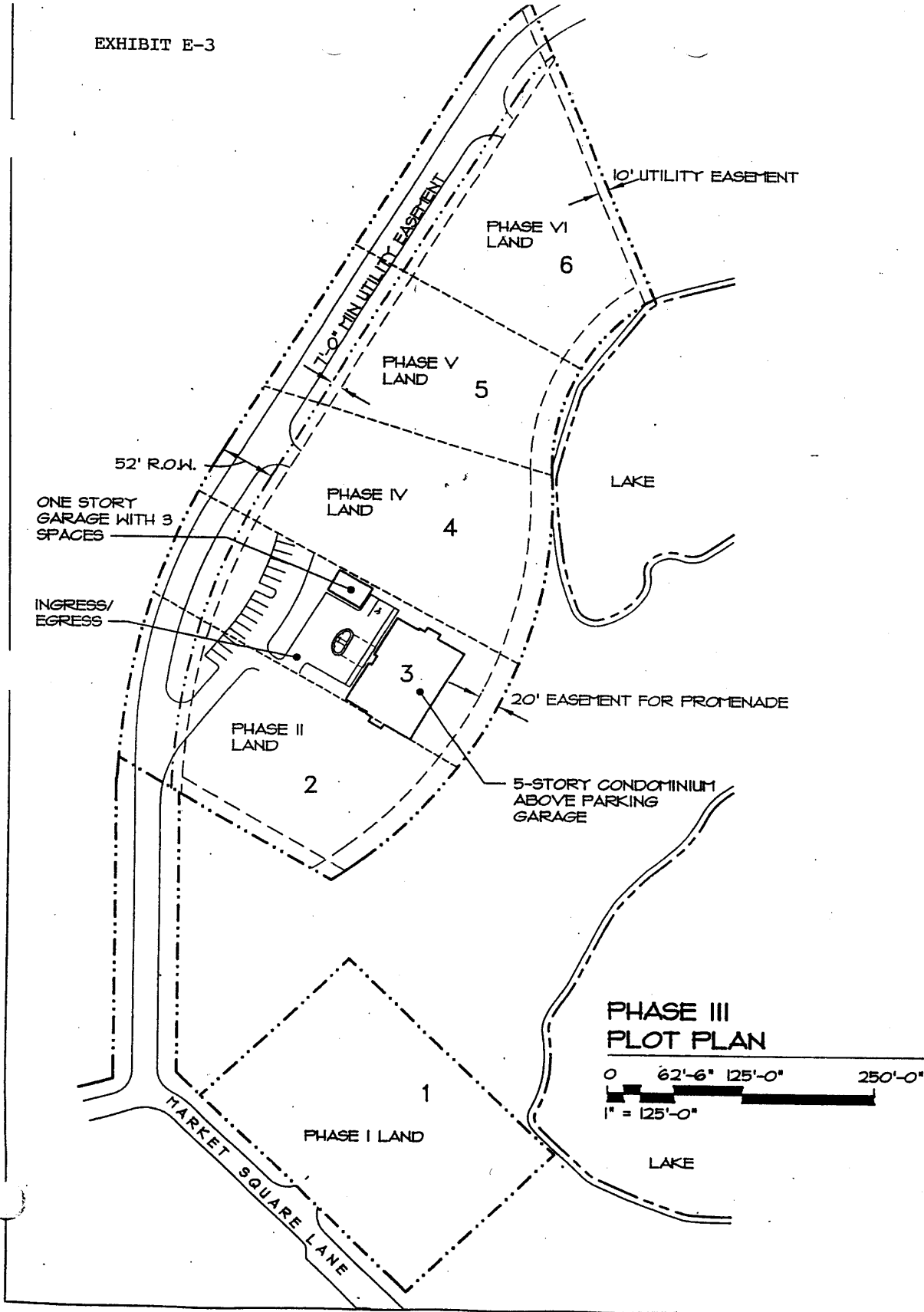


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Documents prepared by:  
 RINK REYNOLDS DIAMOND FISHER WILSON, PA  
 Jacksonville, Florida



EXHIBIT E-3

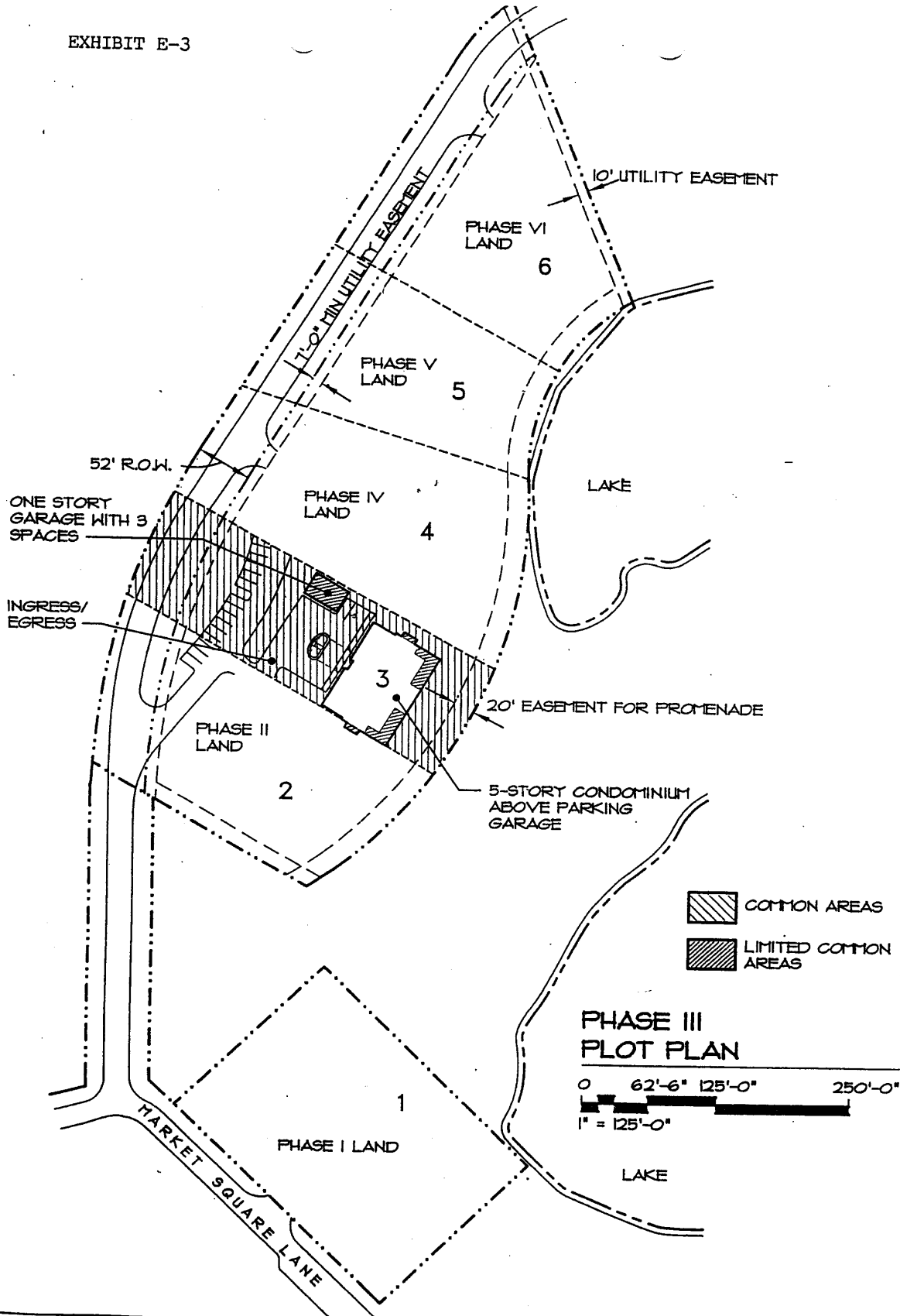


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 RINK REYNOLDS DIAMOND FISHER WILSON, PA  
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EXHIBIT E-3

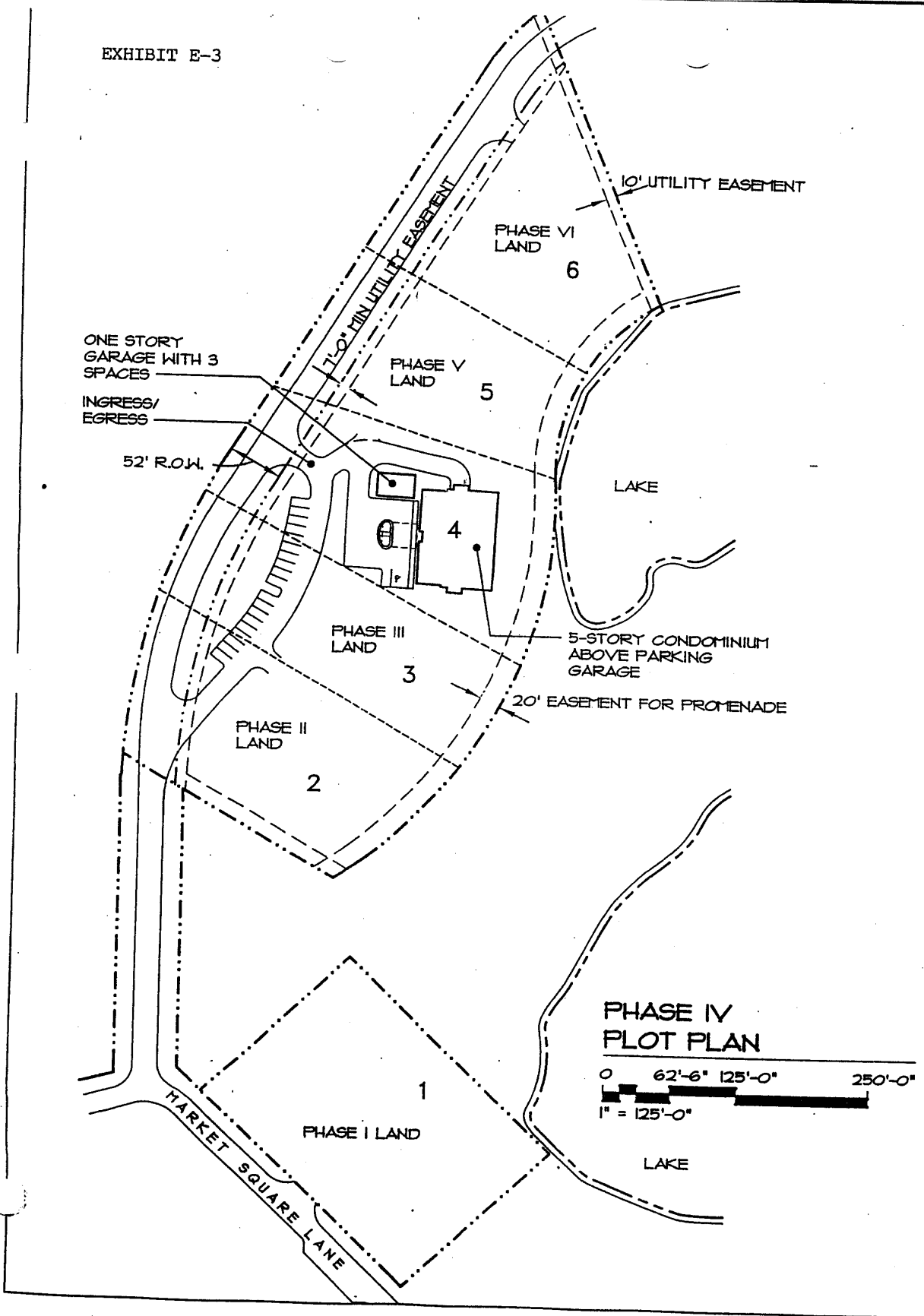


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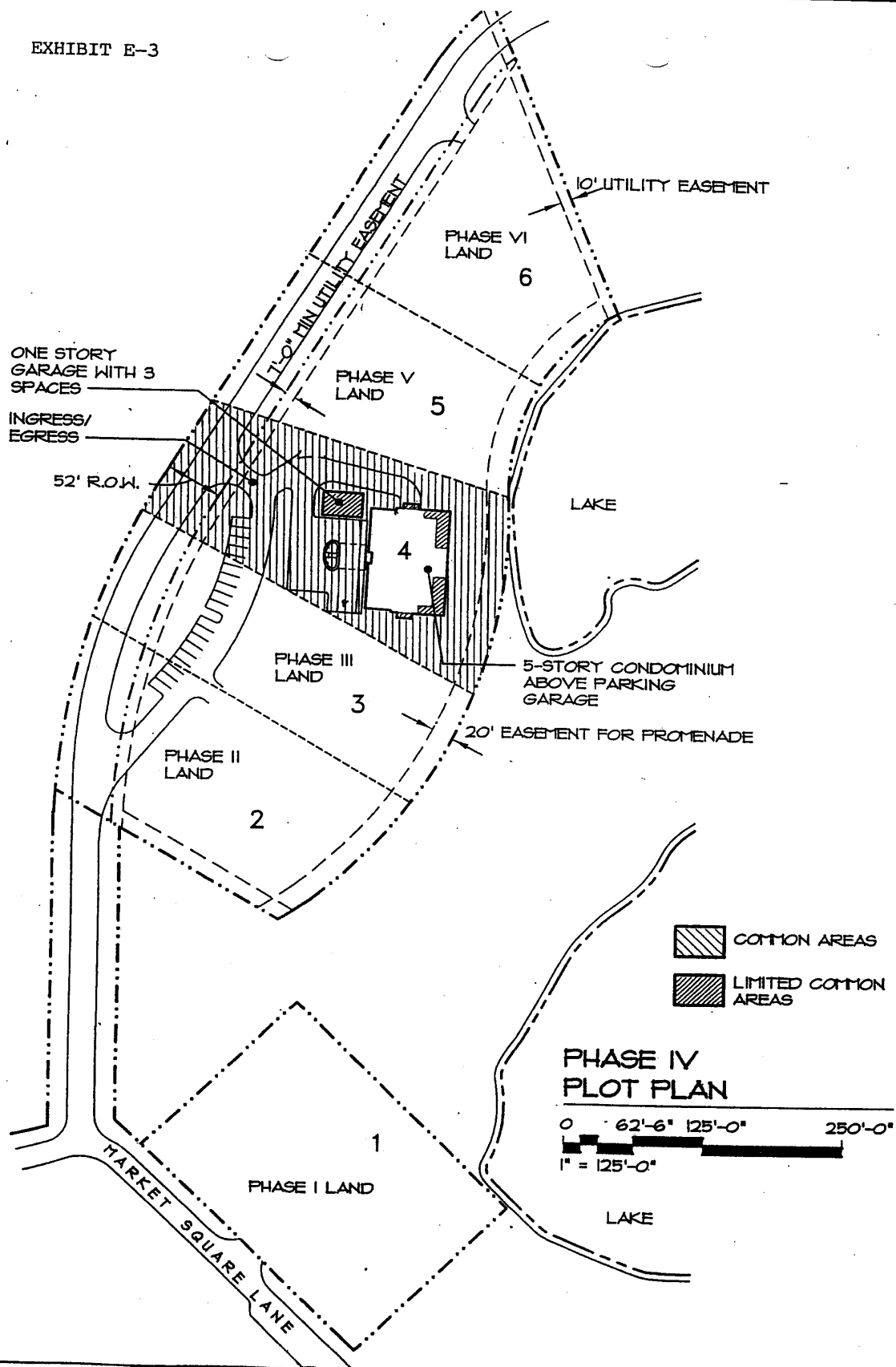


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Documents prepared by:  
**RINK REYNOLDS DIAMOND FISHER WILSON, PA**  
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EXHIBIT E-3



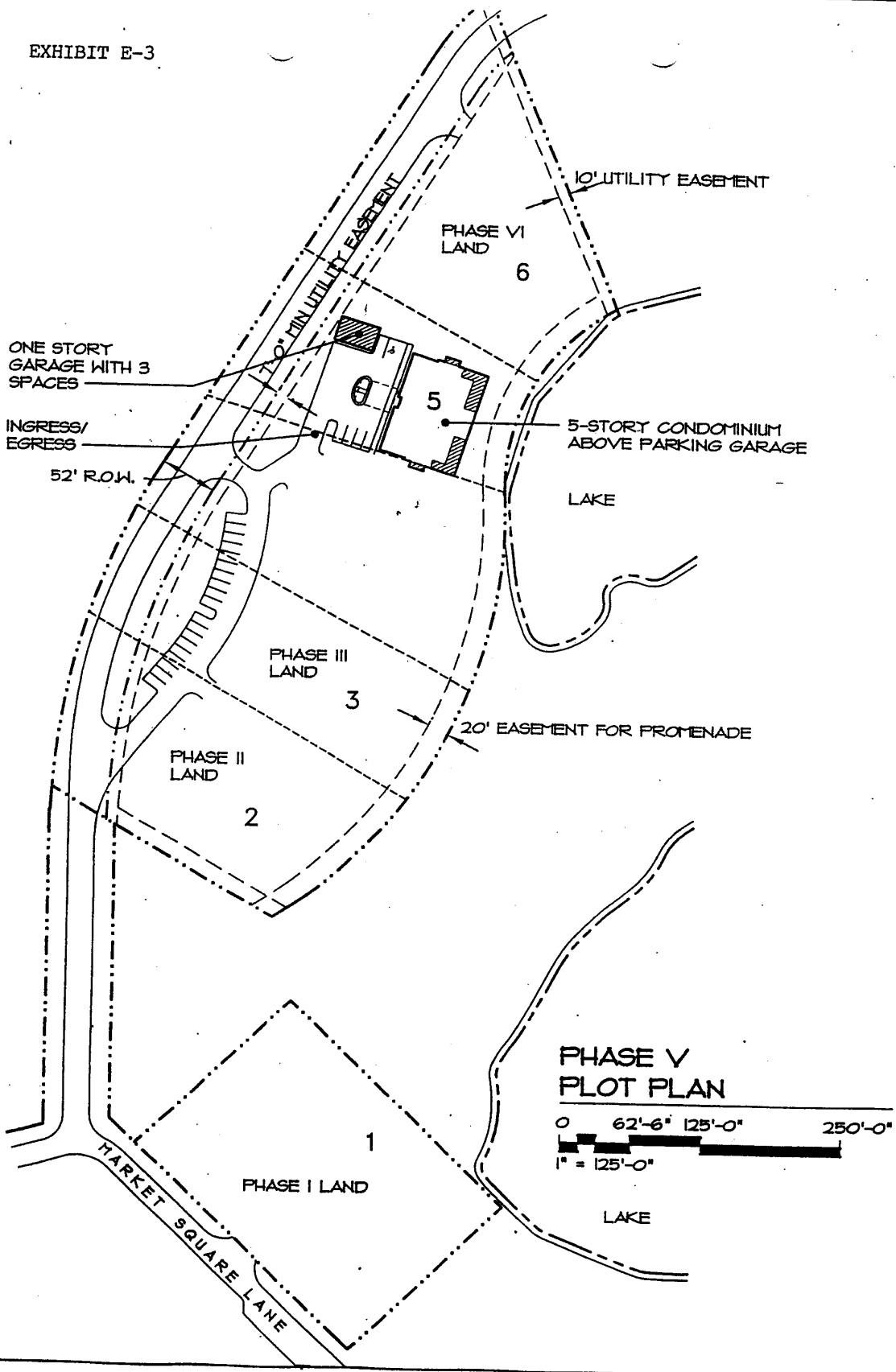
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Documents prepared by:  
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 Jacksonville, Florida





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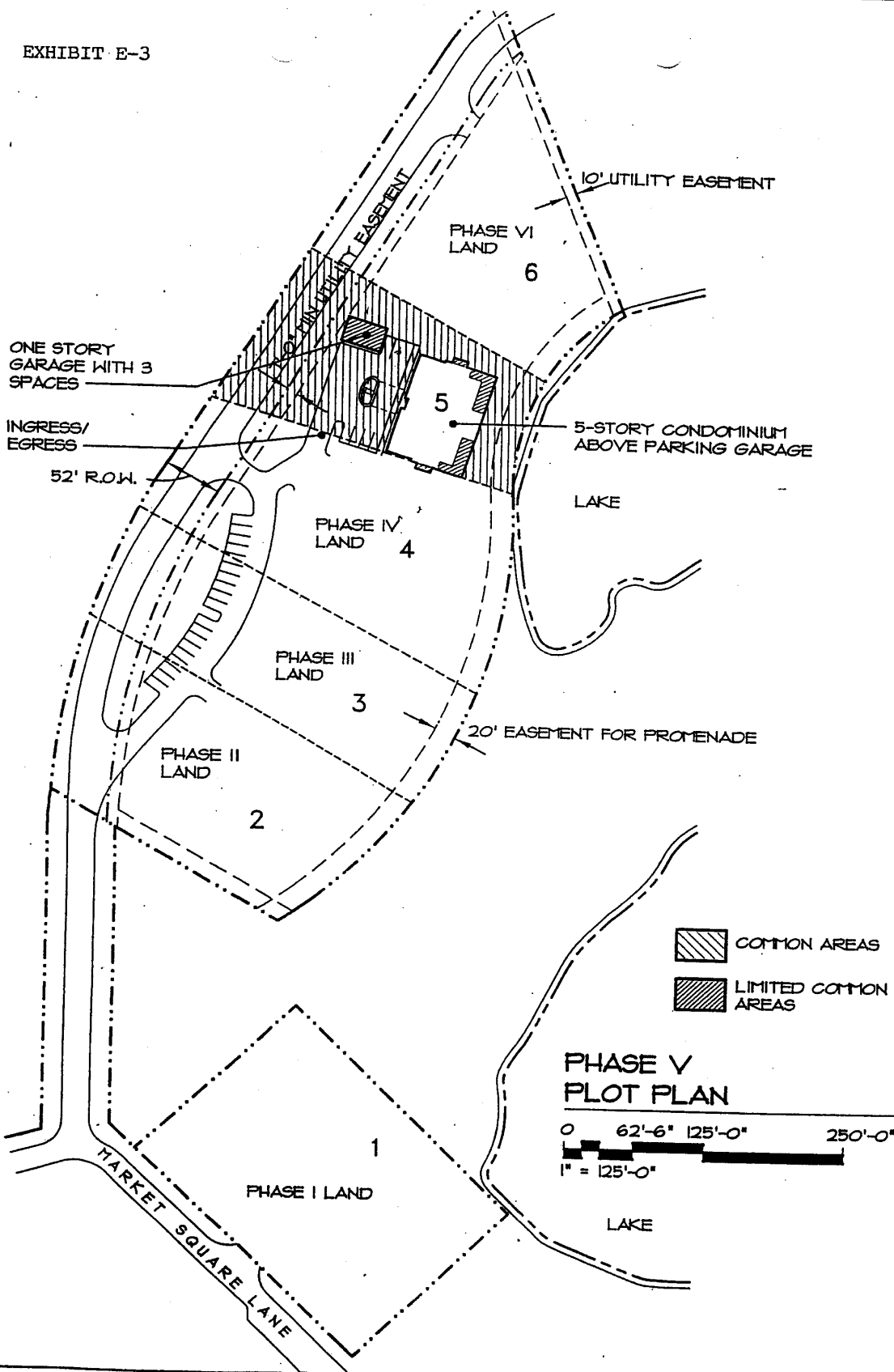


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Documents prepared by:  
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 Jacksonville, Florida



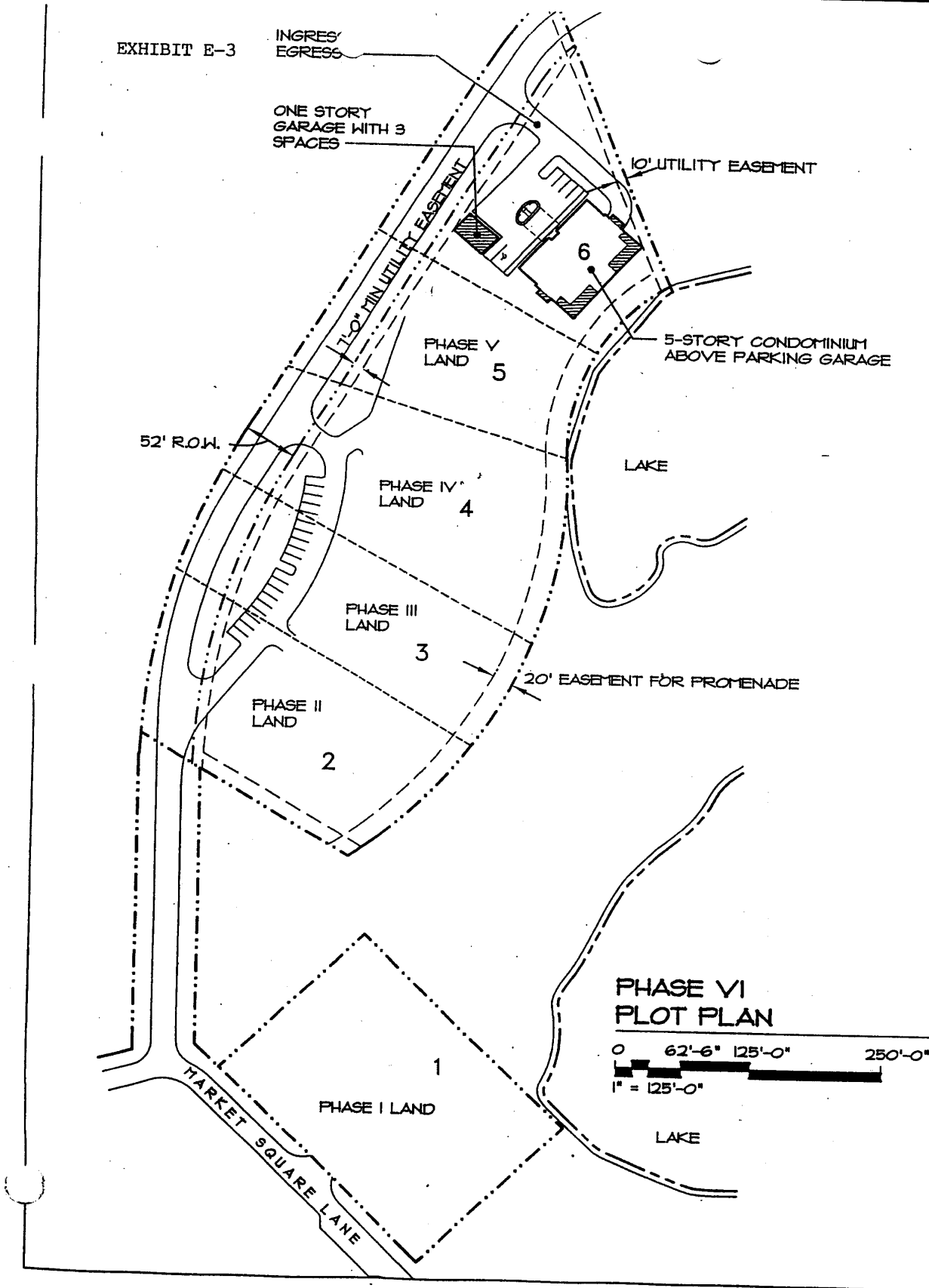
EXHIBIT E-3



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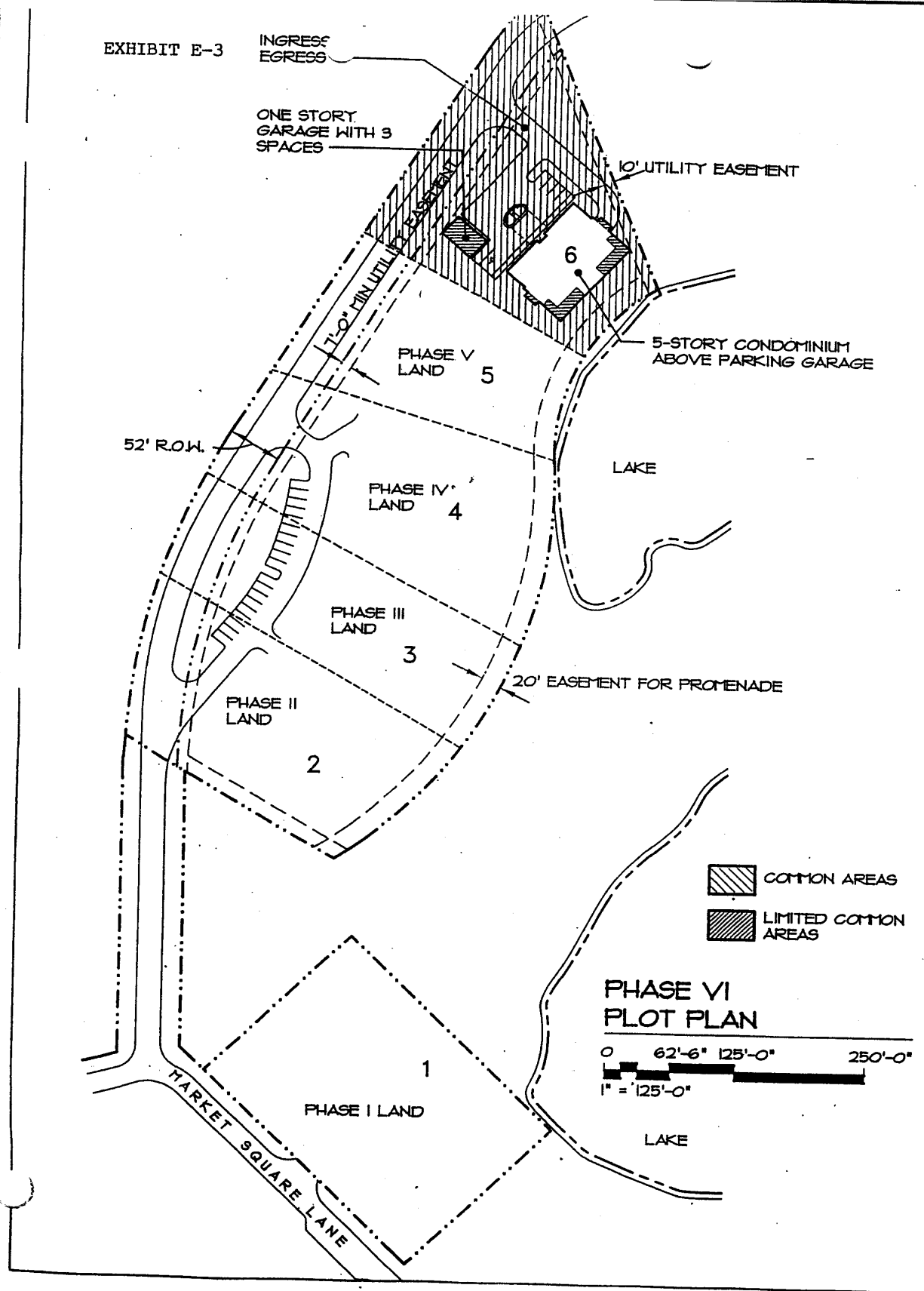


EXHIBIT E-3

INGRESS  
EGRESS

ONE STORY  
GARAGE WITH 3  
SPACES

10' UTILITY EASEMENT

PHASE V  
LAND 5

5-STORY CONDOMINIUM  
ABOVE PARKING GARAGE

52' R.O.W.

PHASE IV  
LAND 4

LAKE

PHASE III  
LAND 3

20' EASEMENT FOR PROMENADE

PHASE II  
LAND 2

COMMON AREAS

LIMITED COMMON AREAS

PHASE VI  
PLOT PLAN

0 62'-6" 125'-0" 250'-0"  
1" = 125'-0"

LAKE

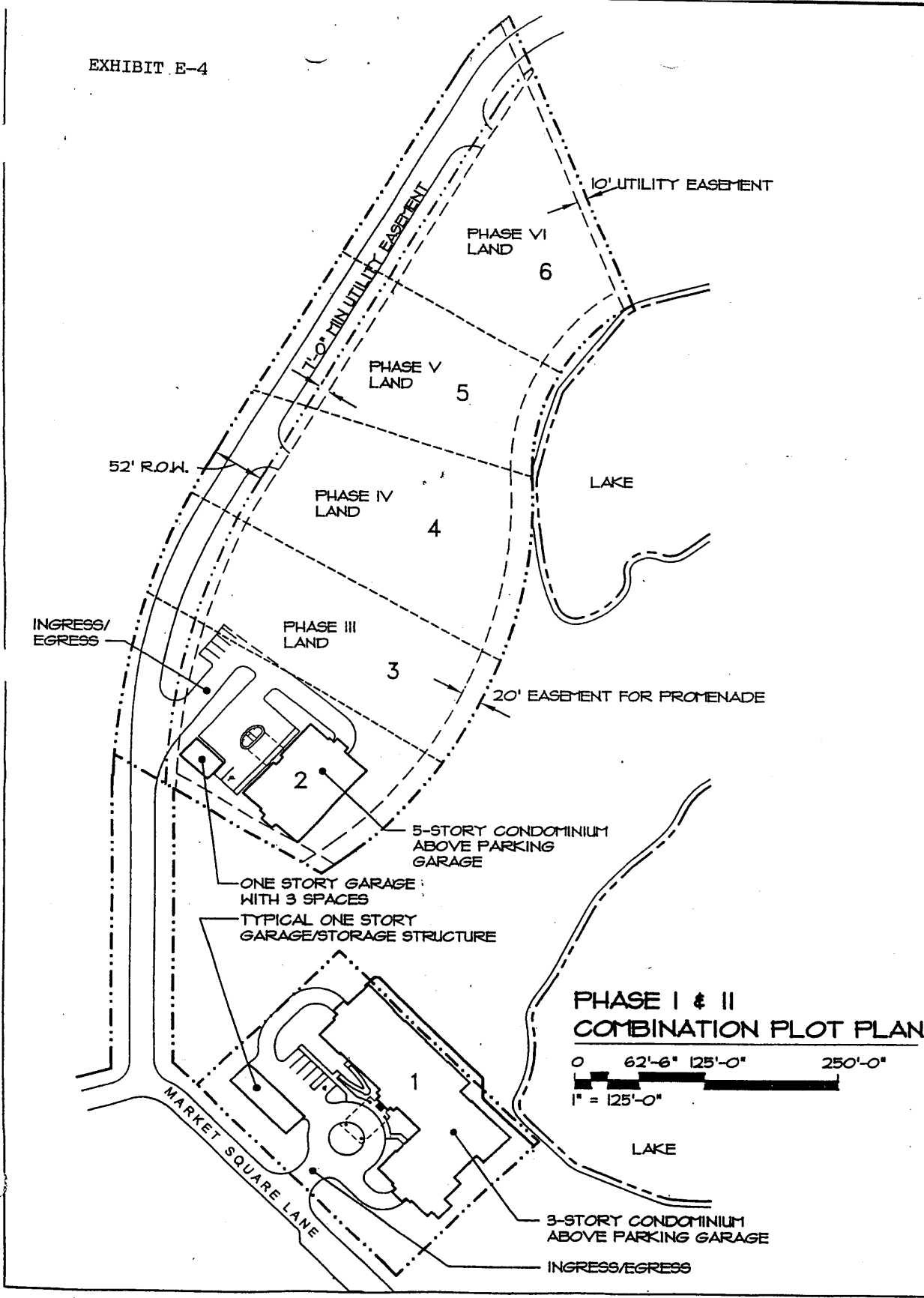
MARKET SQUARE LANE

PHASE I LAND 1

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St. Augustine, Florida

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Jacksonville, Florida

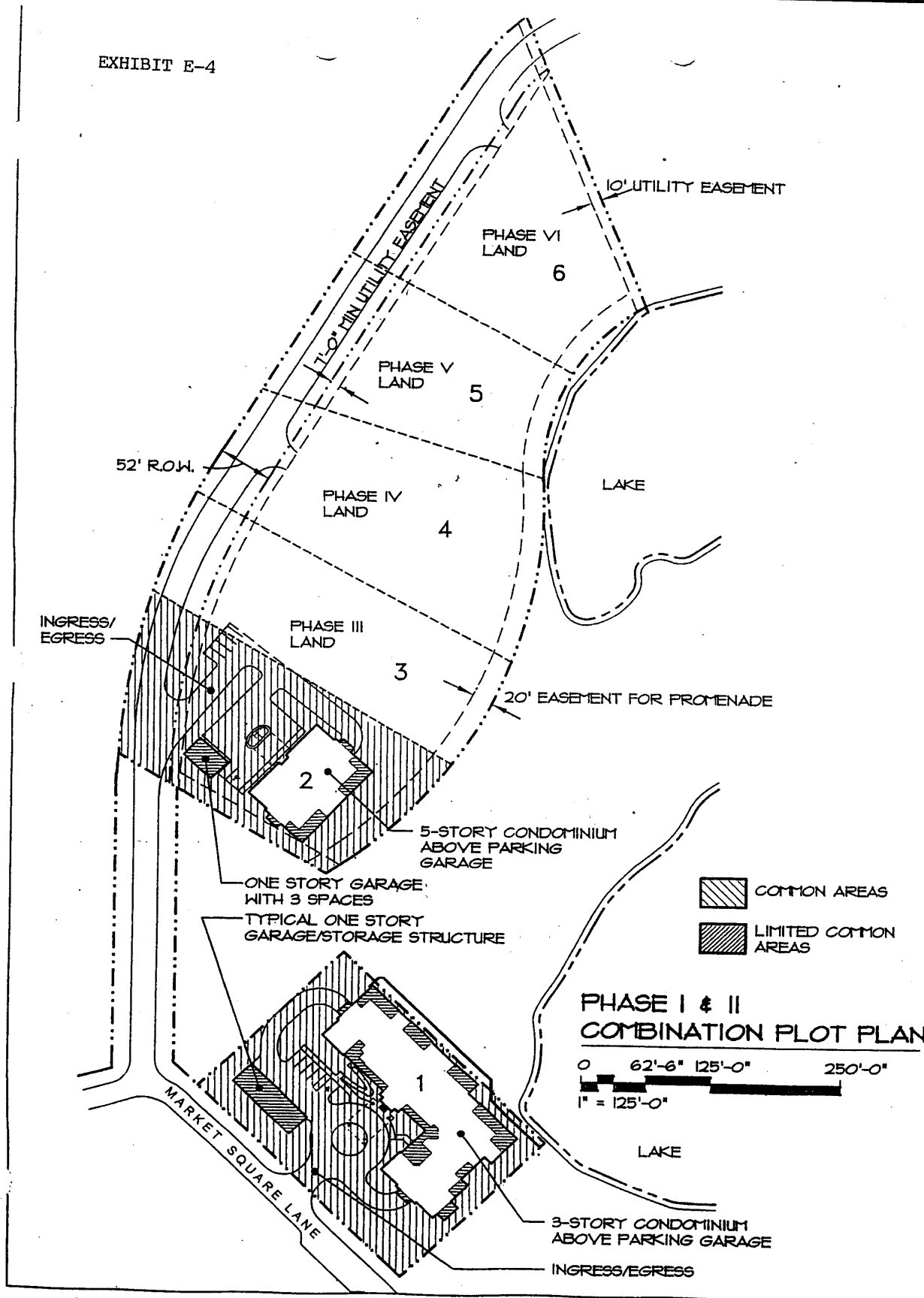




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Jacksonville, Florida



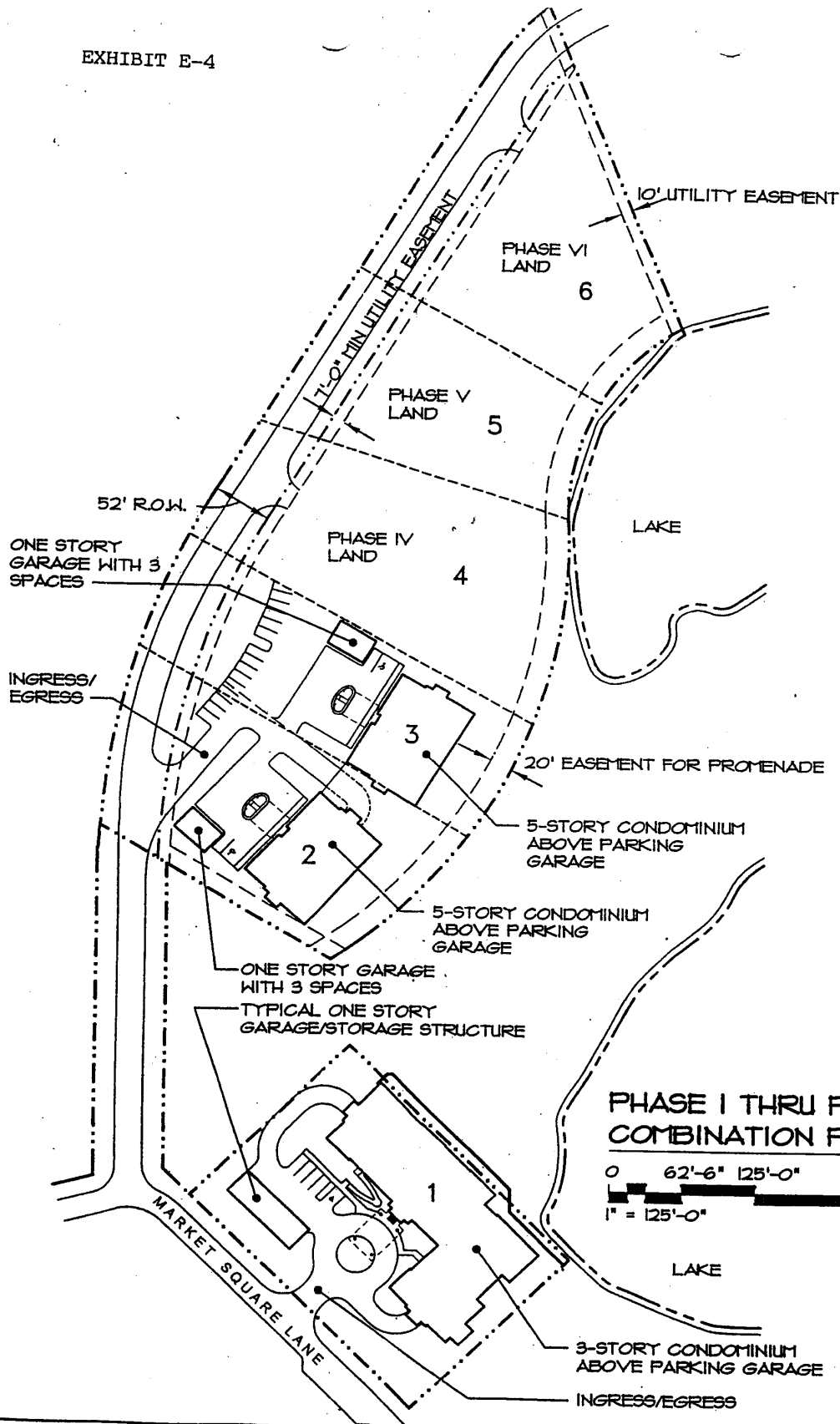


**THE PROMENADE** at Palencia  
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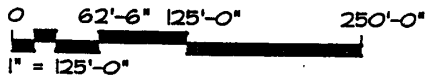
Documents prepared by:  
 RINK REYNOLDS DIAMOND FISHER WILSON, PA  
 Jacksonville, Florida



EXHIBIT E-4



PHASE I THRU PHASE III  
COMBINATION PLOT PLAN

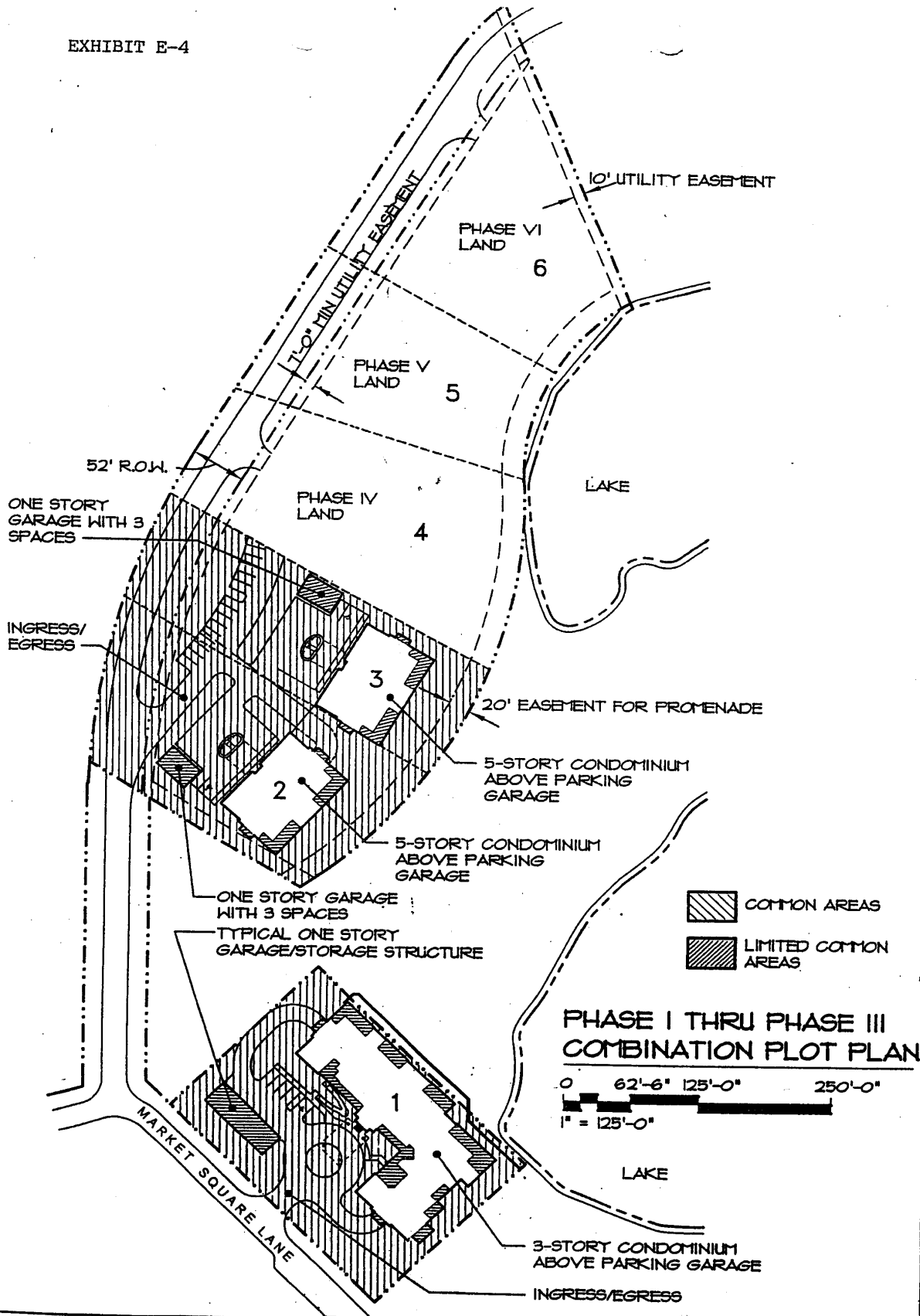


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Jacksonville, Florida



EXHIBIT E-4



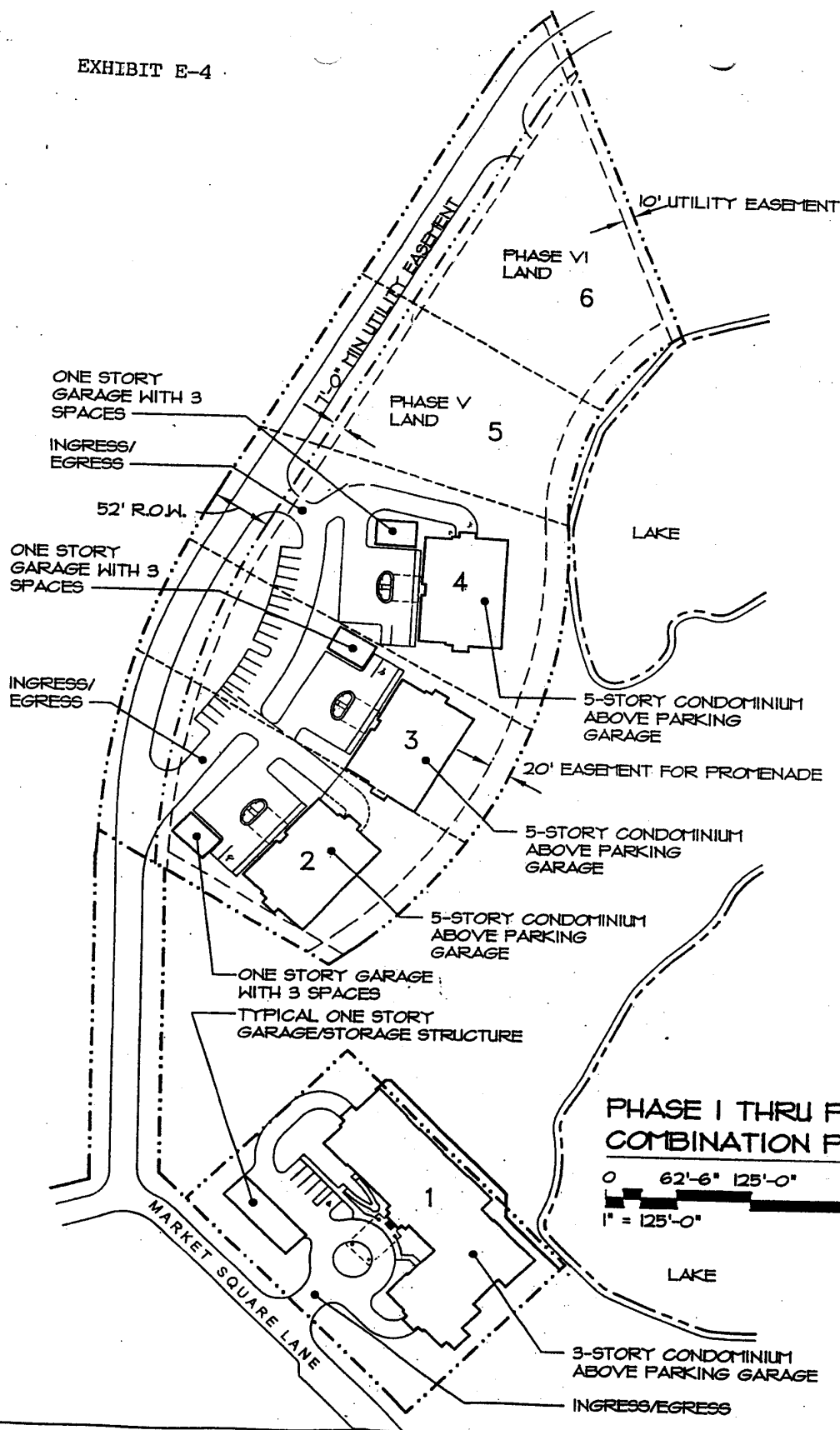
**THE PROMENADE** at Palencia  
 St. Augustine, Florida

Documents prepared by:  
 RINK REYNOLDS DIAMOND FISHER WILSON, PA  
 Jacksonville, Florida





EXHIBIT E-4

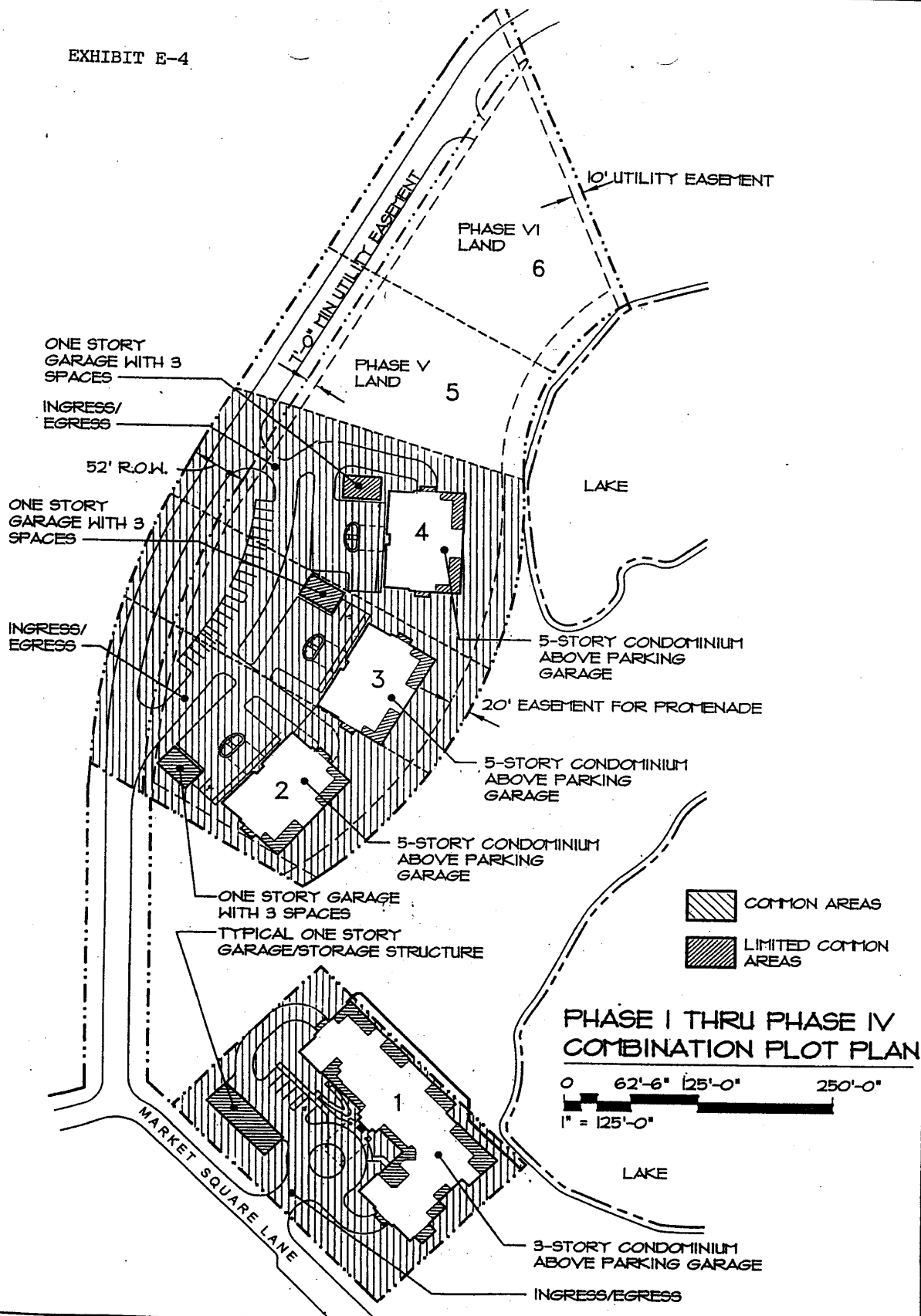


**THE PROMENADE** at Palenca  
 St. Augustine, Florida

Documents prepared by:  
 RINK REYNOLDS DIAMOND FISHER WILSON, PA  
 Jacksonville, Florida



EXHIBIT E-4

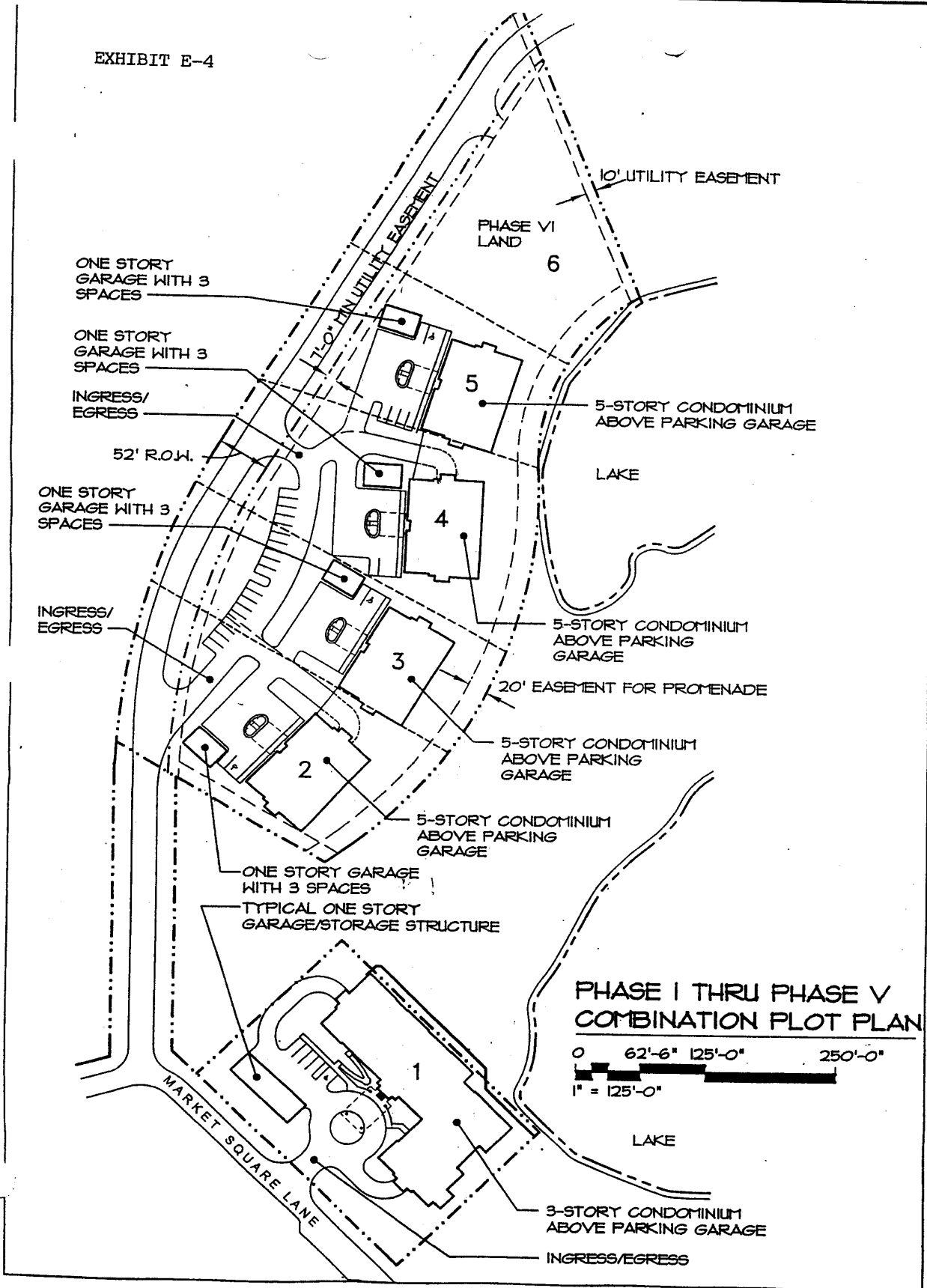


**THE PROMENADE** at Palencia  
St. Augustine, Florida

Documents prepared by:  
RINK REYNOLDS DIAMOND FISHER WILSON, PA  
Jacksonville, Florida



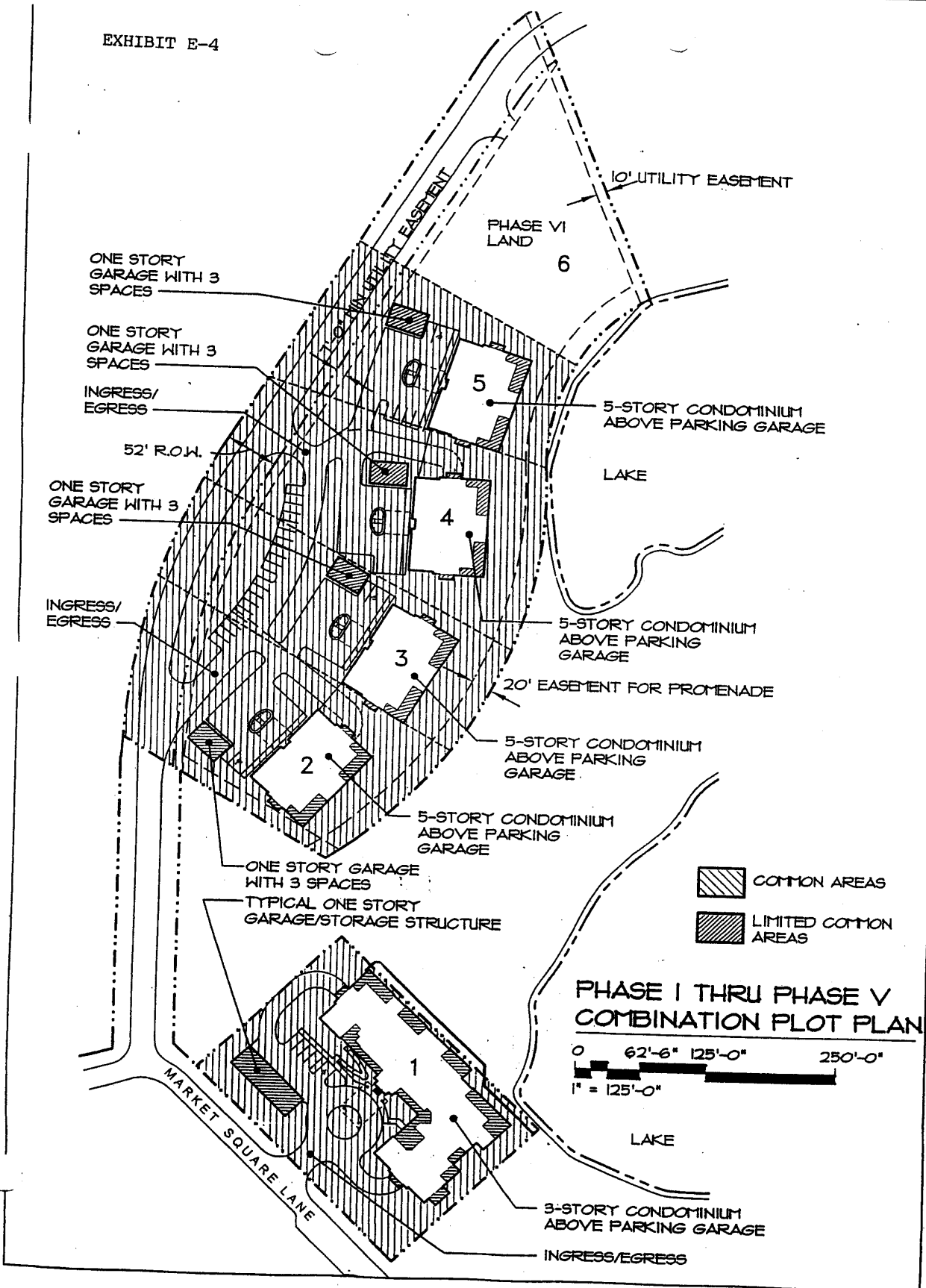
EXHIBIT E-4



**THE PROMENADE** *at Palencia*  
 St. Augustine, Florida

Documents prepared by:  
**RINK REYNOLDS** DIAMOND FISHER WILSON, PA  
 Jacksonville, Florida

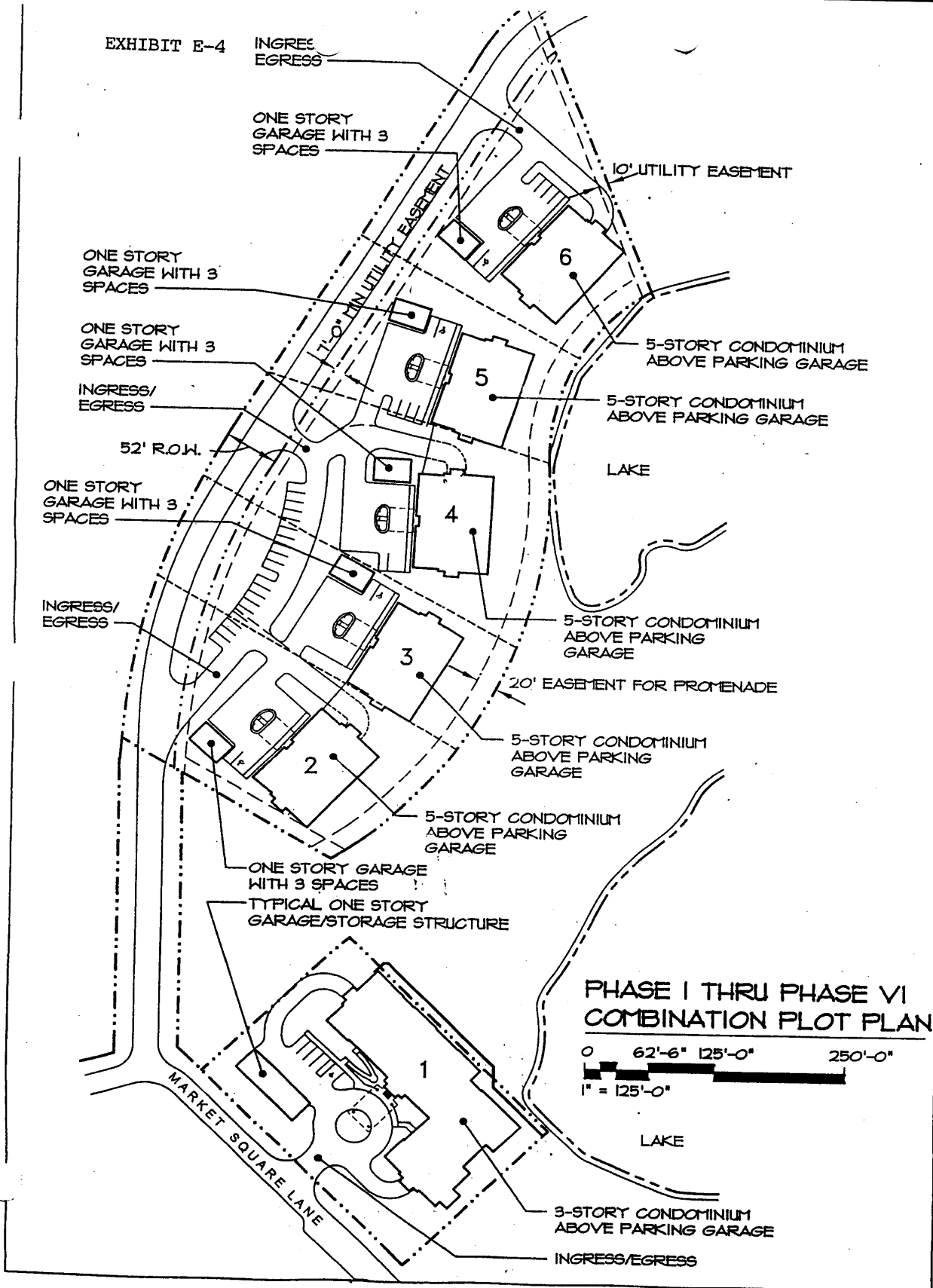




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 Jacksonville, Florida

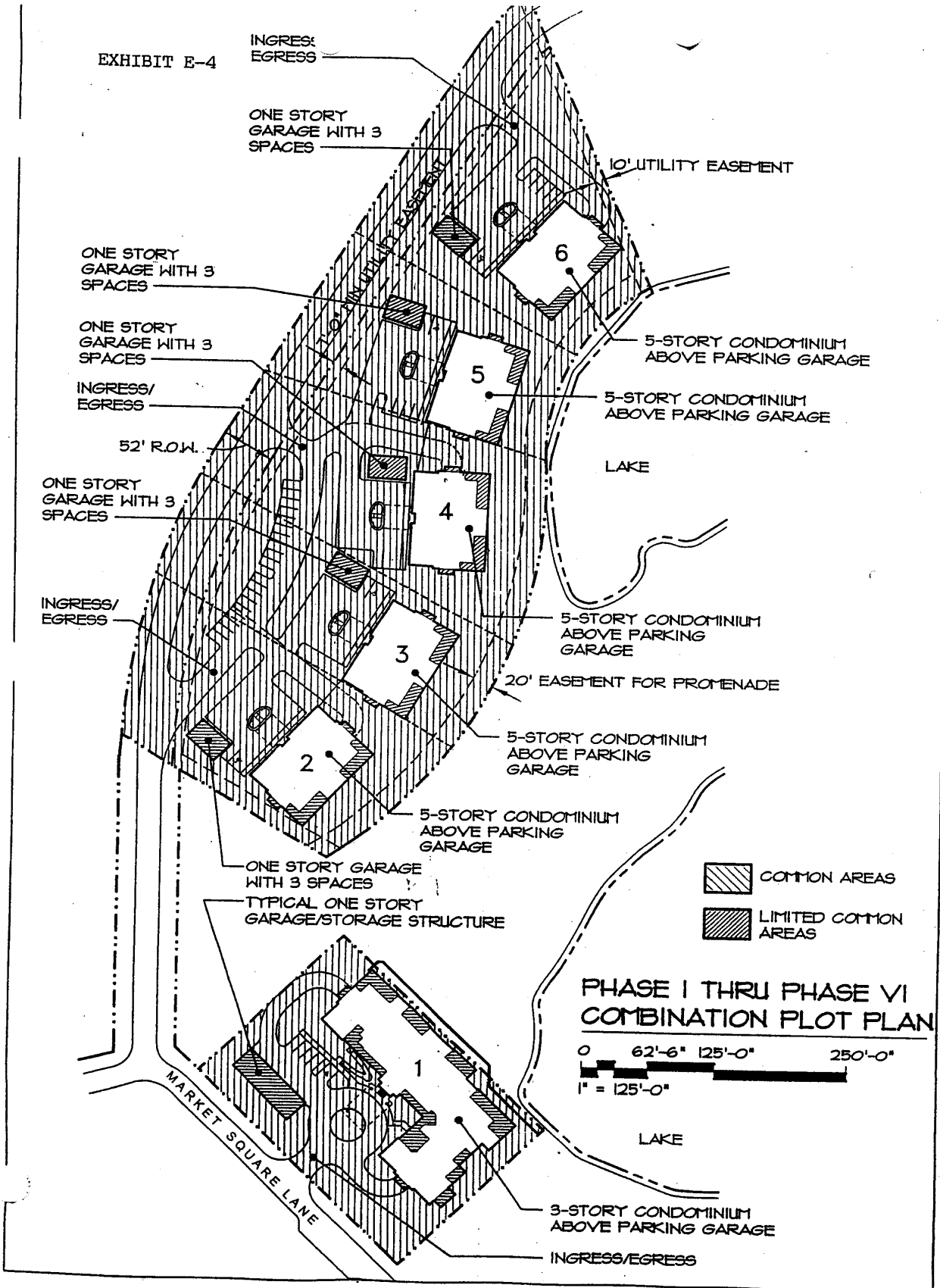




**THE PROMENADE** at Palencia  
St. Augustine, Florida

Documents prepared by:  
RINK REYNOLDS DIAMOND FISHER WILSON, PA  
Jacksonville, Florida





**THE PROMENADE** at Palencia  
 St. Augustine, Florida

Documents prepared by:  
**RINK REYNOLDS DIAMOND FISHER WILSON, PA**  
 Jacksonville, Florida



**EXHIBIT E-5  
TO  
DECLARATION OF CONDOMINIUM  
FOR  
THE PROMENADE AT PALENCIA CONDOMINIUM**

**PERCENTAGES FOR UNDIVIDED SHARE OF COMMON ELEMENTS AND  
MANNER OF SHARING COMMON EXPENSES AND COMMON SURPLUS**

An undivided share of Common Elements, Common Expenses and Common Surplus for the Condominium, has been proportionally assigned to each Unit, by Unit number, as follows:

If Phase II is added, each Unit shall be entitled to a 1/25 share.

If Phase III is added, each Unit shall be entitled to a 1/35 share.

If Phase IV is added, each Unit shall be entitled to a 1/45 share.

If Phase V is added, each Unit shall be entitled to a 1/55 share.

If Phase VI is added, each Unit shall be entitled to a 1/65 share.

Declaration-exbE5

Public Records of St. Johns County, FL Clerk # 2006006788, O.R. 2632 PG 1123,  
01/27/2006 at 11:56 AM REC. \$97.00 SUR. \$108.50

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2

24

Prepared By/Record and Return To:  
John L. Whiteman, Esquire  
Rogers Towers, P.A.  
170 Malaga Street, Suite A  
St. Augustine, Florida 32084

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR  
THE PROMENADE AT PALENCIA CONDOMINIUM**

WHEREAS, THE VILLAGE, LLP, a Florida limited liability partnership, (the "Developer"), caused to be recorded that certain Declaration of Condominium (the "Declaration") on April 21, 2005, in Official Records Book 2425, page 1476, public records of St. Johns County, Florida, affecting the real property located in St. Johns County, Florida, described therein and known or to be known as The Promenade at Palencia Condominium (the "Condominium"); and

WHEREAS, the Developer owns all of the property described in the Declaration; is the sole member of The Promenade At Palencia Condominium Association, Inc., the Florida nonprofit corporation responsible for maintaining the Condominium and enforcing the Declaration (the "Association"); and holds 100% of the votes of the Association; and

WHEREAS, Article XIII of the Declaration provides that the Declaration may be amended at any time by Members holding 67% of the total votes of the Association, and that the Developer may amend the Declaration to correct any error or to clarify any provision of the Declaration; and

WHEREAS, the Developer has discovered an error in the Declaration in that Exhibit A-3 to the Declaration contains the floor plans for the first floor units only, mistakenly omits the floor



plans for the second and third floor units, and does not properly identify by number each unit of the three floor Condominium; and

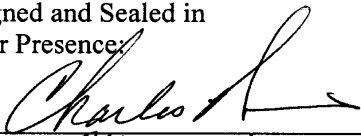
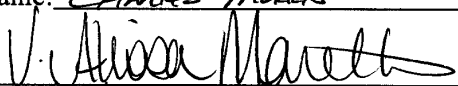
**WHEREAS**, the Developer desires to correct the errors noted above by this amendment.

**NOW THEREFORE**, Developer does hereby and herewith amends the Declaration by substituting the attached Exhibit A-3 for the Exhibit A-3 attached to the Declaration and recorded in Official Records Book 2425, page 1476, public records of St. Johns County, Florida.

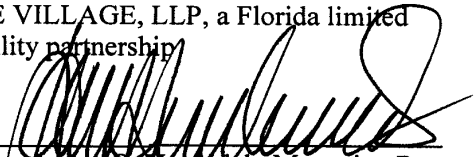
Except as amended herein, all terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused the foregoing First Amendment to Declaration of Condominium For The Promenade at Palencia Condominium to be executed, and its corporate seal to be affixed, by its duly authorized officer on this 22 day of December, 2005.

Signed and Sealed in  
Our Presence:

  
Name: Charles Morris  
  
Name: V. Aissa Mareth

THE VILLAGE, LLP, a Florida limited liability partnership

  
By: James O. Handwick  
Name: James O. Handwick, Managing Partner  
5472 First Coast Highway, #13  
Amelia Island, FL 32034

STATE OF FLORIDA  
COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 22 day of December, 2005, by James O. Hardwick, the Managing Partner of The Village, LLP, a Florida limited liability partnership, on behalf of the partnership. [CHECK ONE]  He is personally known to me or  who has produced identification in the form of

V. Alissa Mareth  
Notary Public, State of Florida  
Name: V. Alissa Mareth  
My Commission Expires 1/26/2009  
My Commission Number is: DD 390171

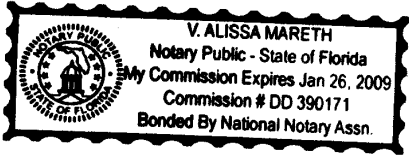
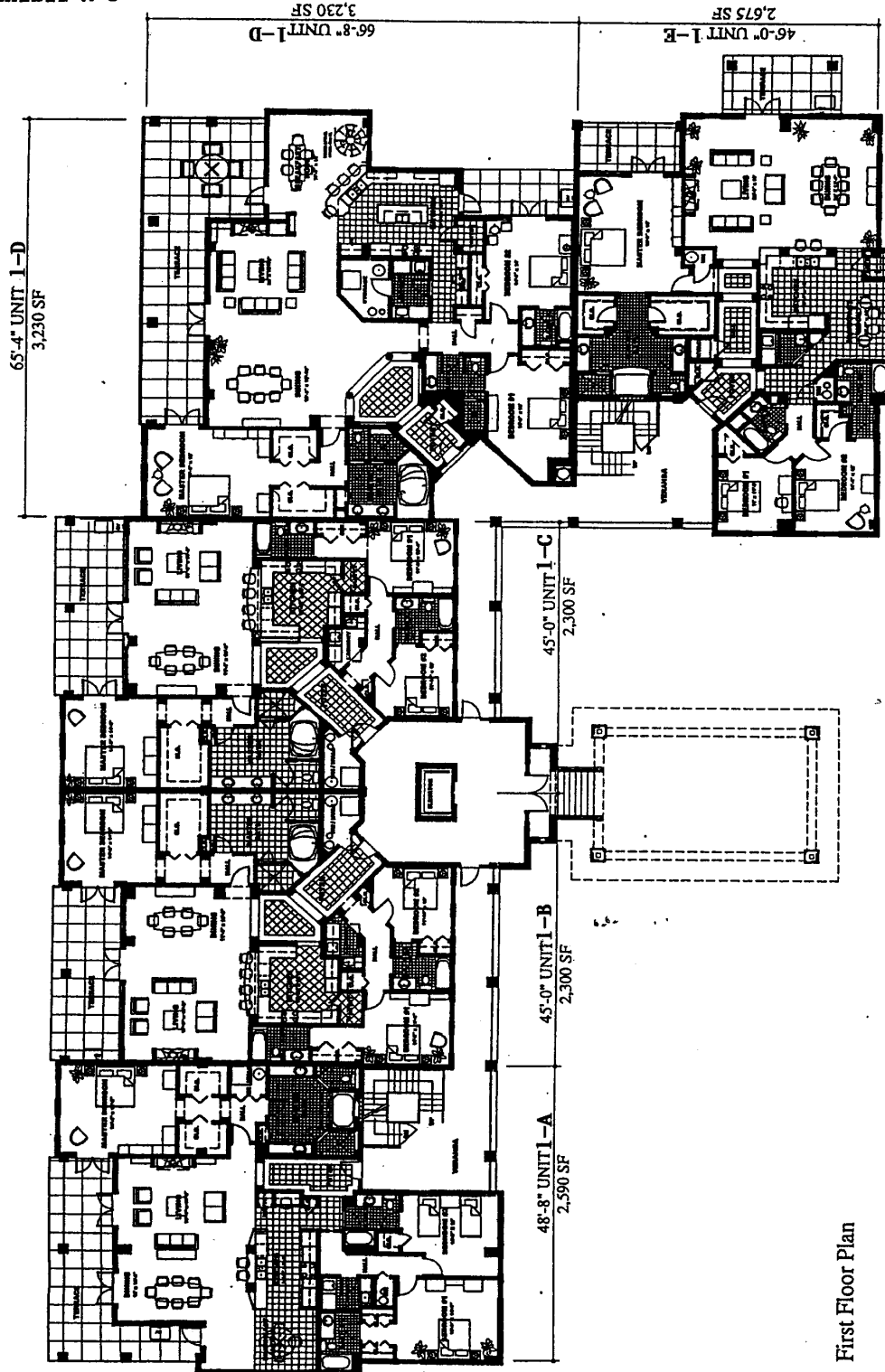


EXHIBIT A-3



First Floor Plan

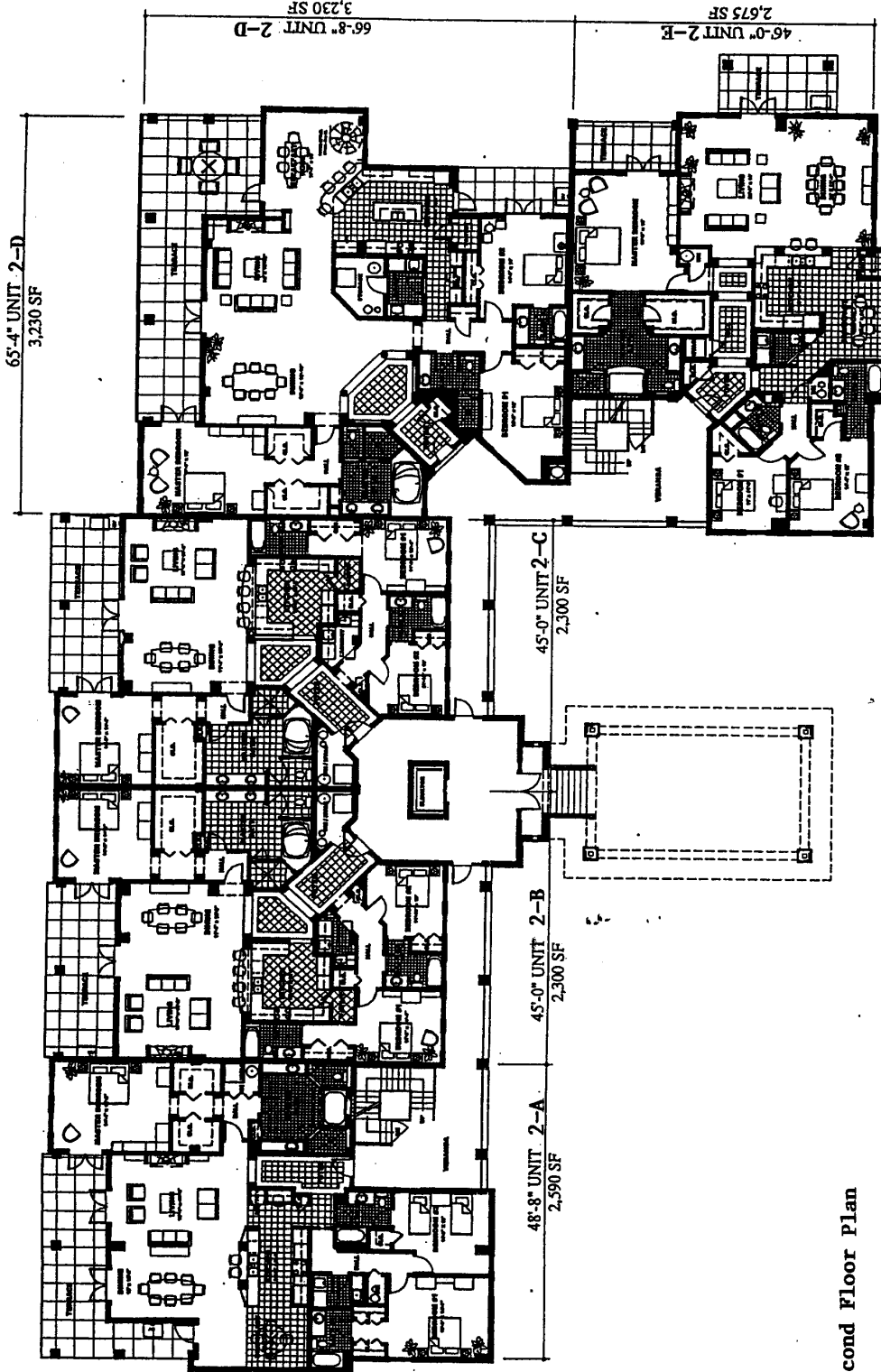
BUILDING "A"

**THE PROMENADE** *at Palmetto*  
 St. Augustine, Florida

Documents prepared by:  
**RINK REYNOLDS DIAMOND FISHER WILSON, PA**  
 Jacksonville, Florida



EXHIBIT A-3



Second Floor Plan

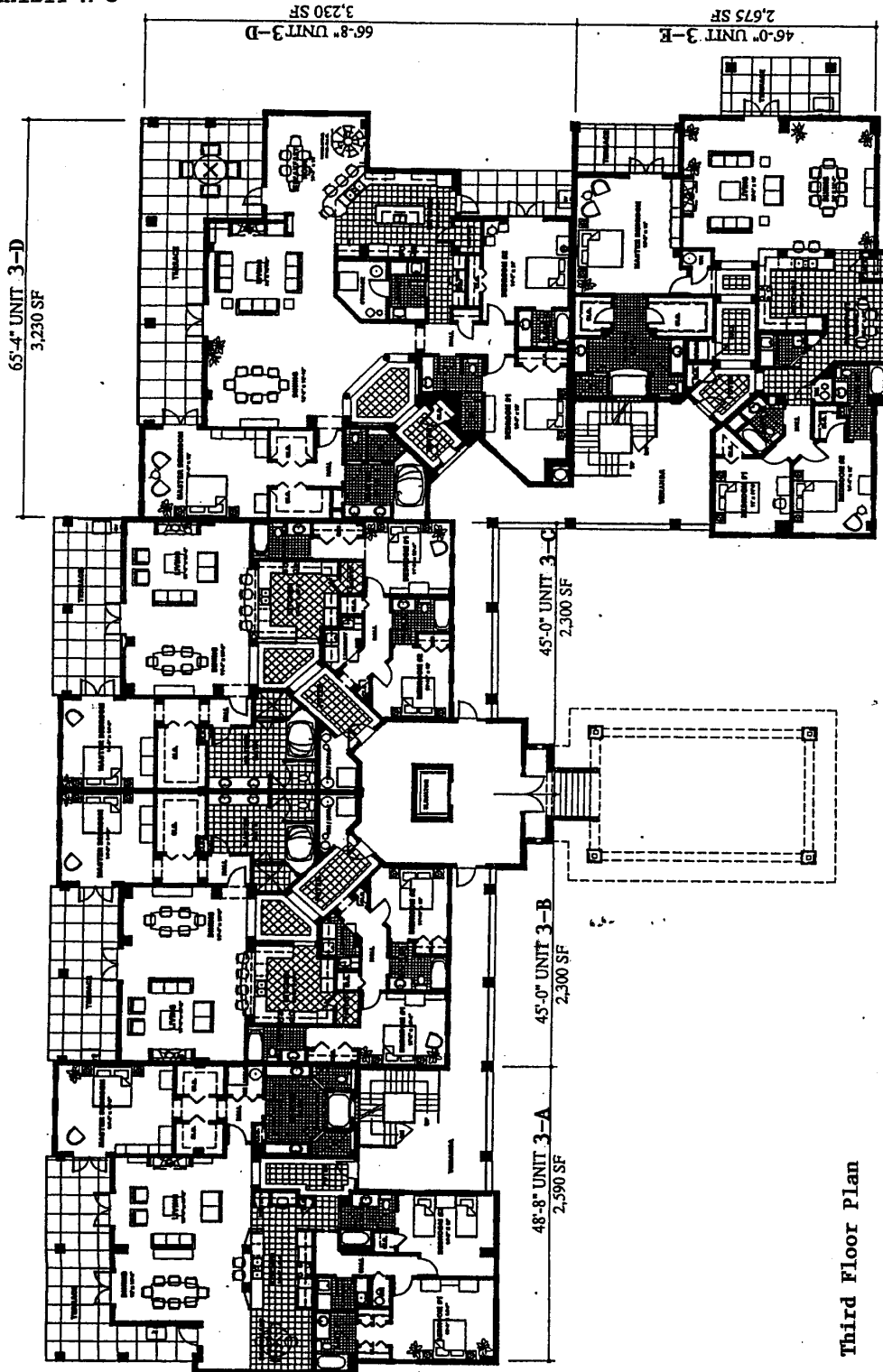
BUILDING "A"

Documents prepared by:  
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 Jacksonville, Florida

**THE PROMENADE** *at Palmetto*  
 St. Augustine, Florida



EXHIBIT A-3



Third Floor Plan

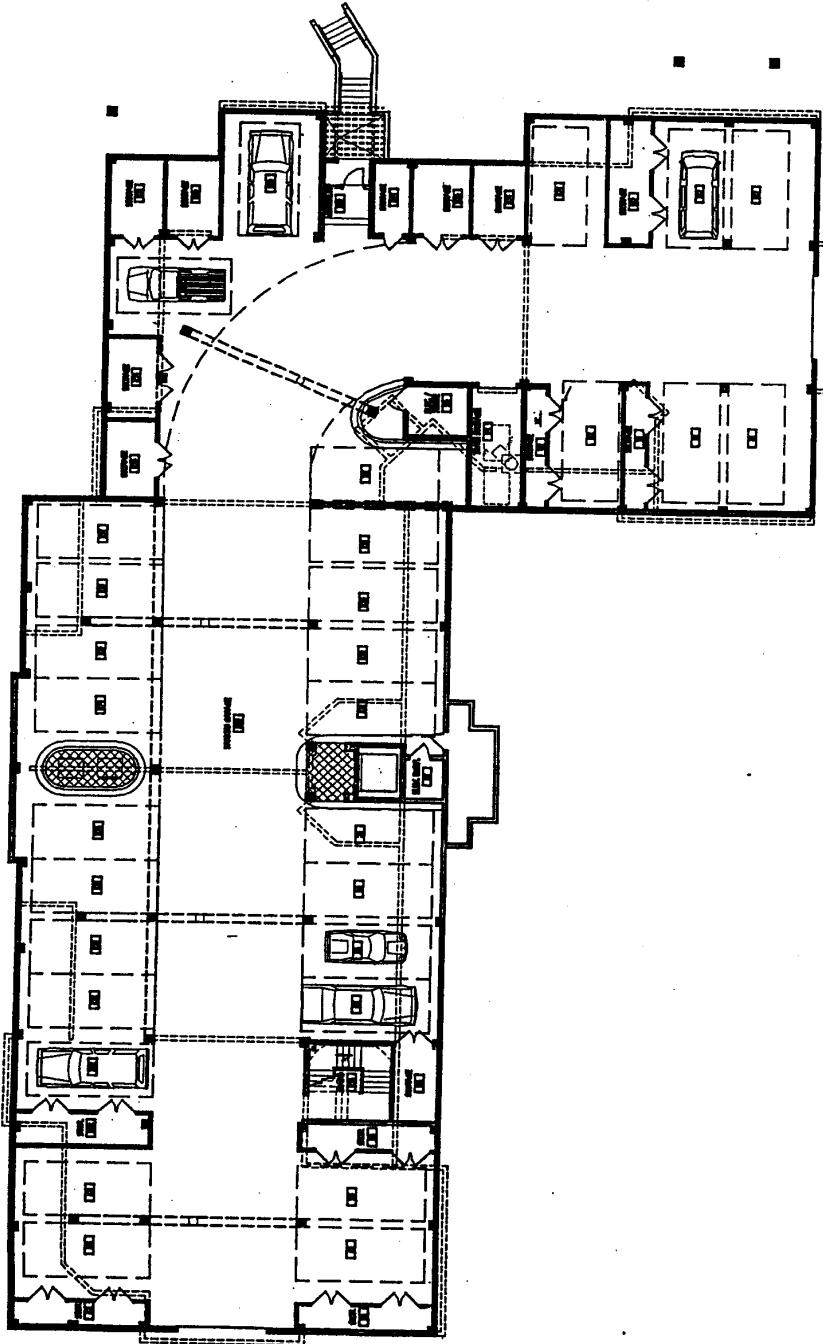
BUILDING "A"

**THE PROMENADE** *at Palencia*  
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 Jacksonville, Florida



EXHIBIT A-3



Garage Level Plan

0 15' 30' 60'



SCALE: 1:30

BUILDING "A"

Documents prepared by:

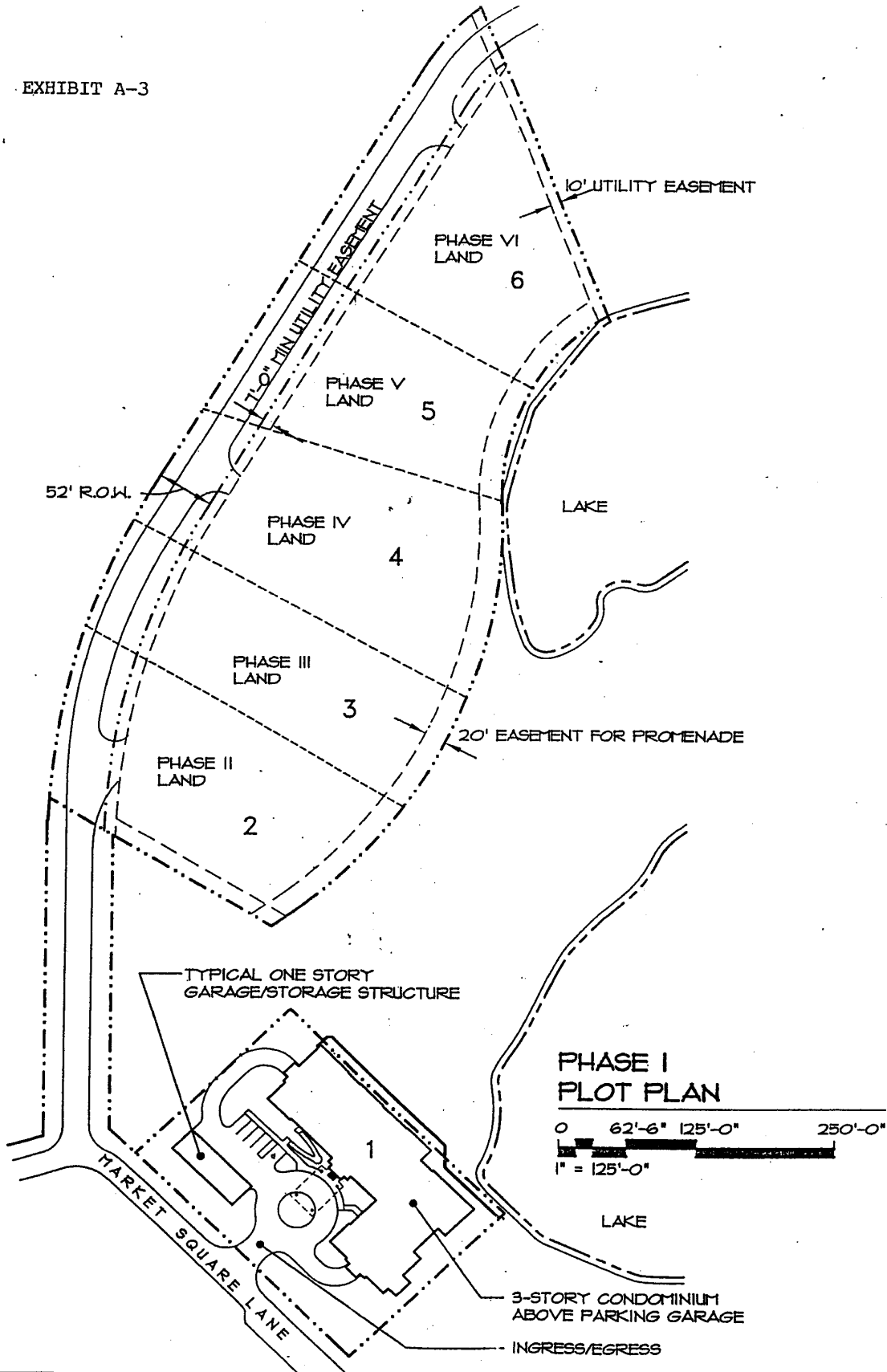
RINK REYNOLDS DIAMOND FISHER WILSON, PA

Jacksonville Florida

**THE PROMENADE** at *Palencia*



EXHIBIT A-3

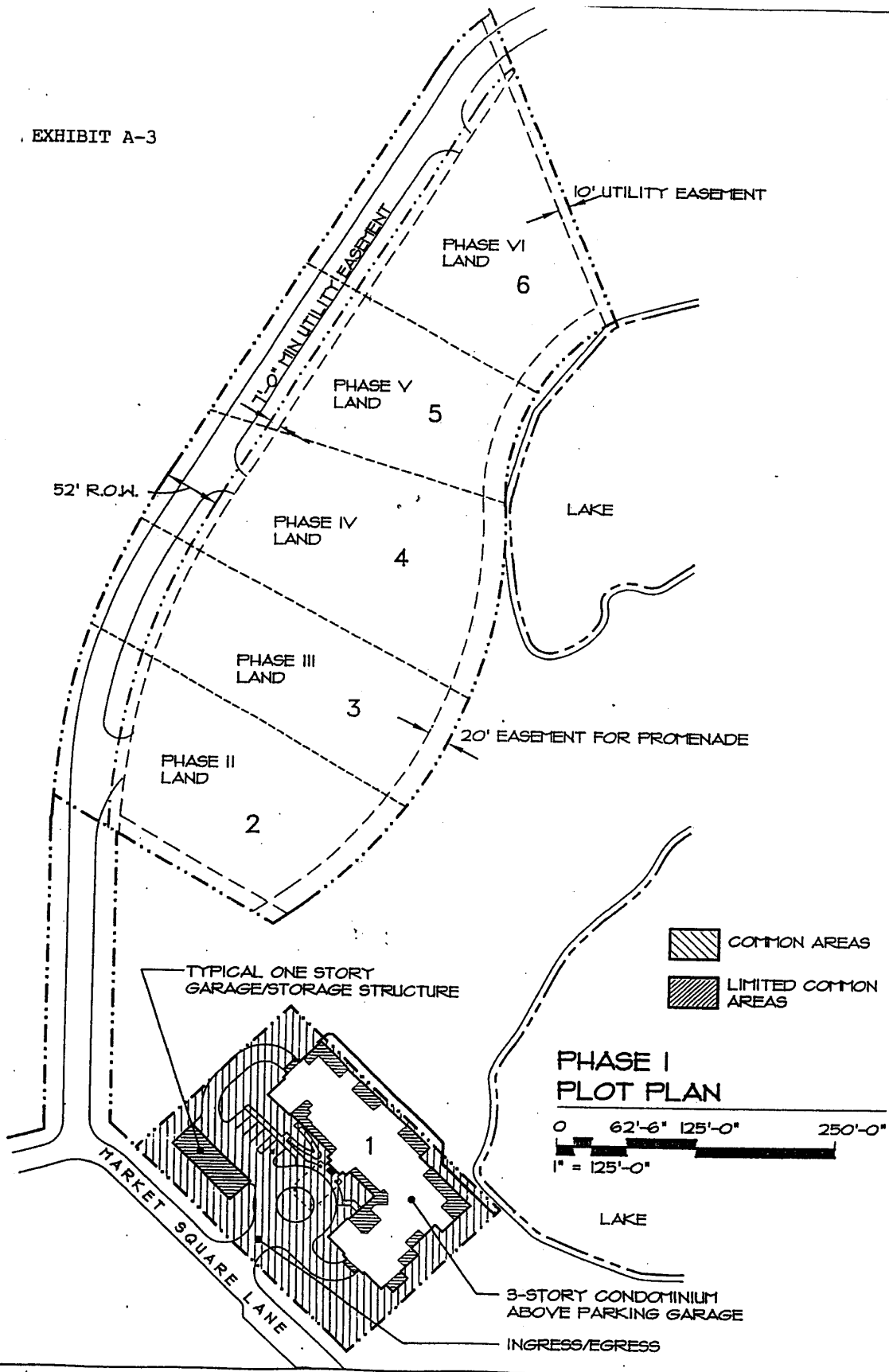


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 Jacksonville, Florida



EXHIBIT A-3



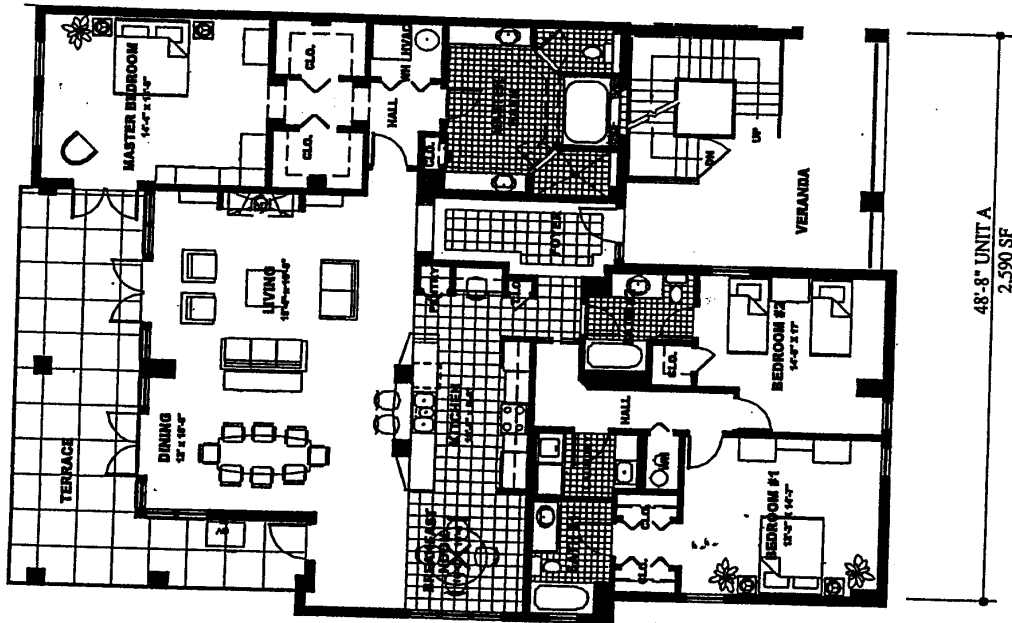
**THE PROMENADE** at Palencia  
 St. Augustine, Florida

Documents prepared by:  
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 Jacksonville, Florida





EXHIBIT A-3



48'-8" UNIT A  
2,390 SF

BUILDING "A" - UNIT 1-A

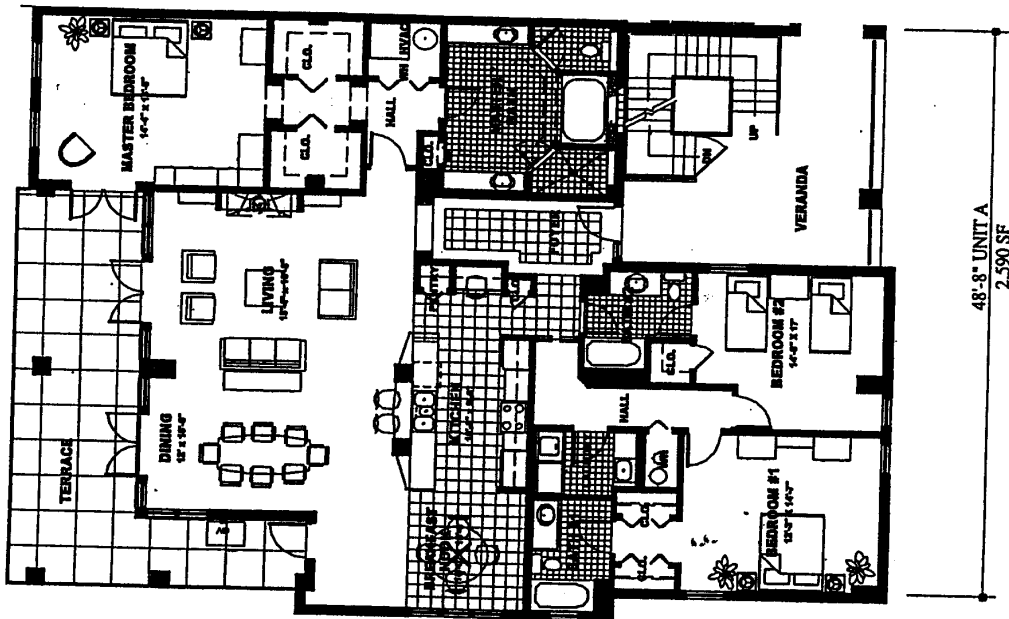
Documents prepared by:

RINK REYNOLDS DIAMOND FISHER WILSON, PA  
Jacksonville, Florida

**THE PROMENADE** *at Palencia*  
St. Augustine, Florida



EXHIBIT A-3



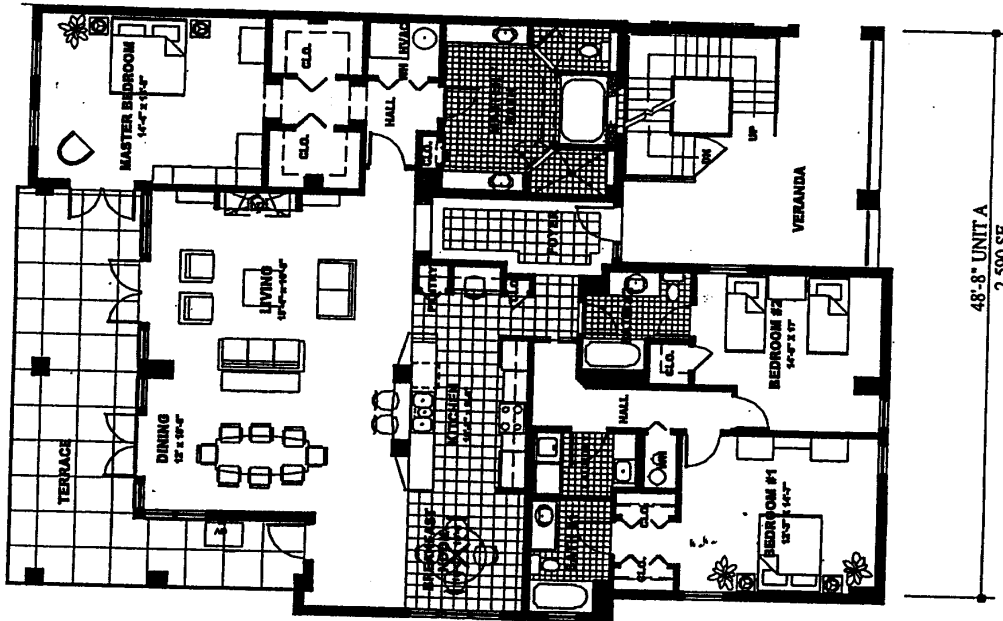
BUILDING "A" - UNIT 2-A

Documents prepared by:  
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 Jacksonville, Florida

**THE PROMENADE** at *Palencia*  
 St. Augustine, Florida



EXHIBIT A-3



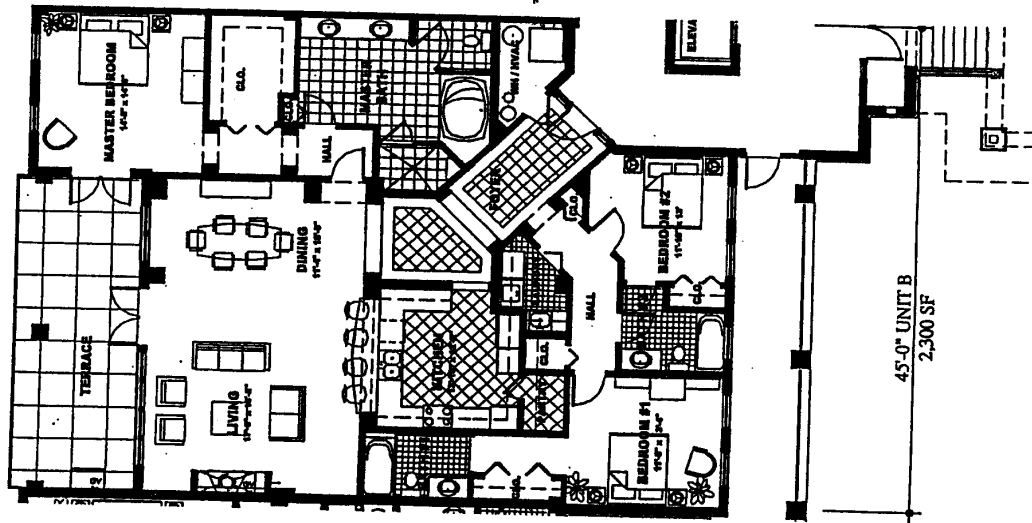
BUILDING "A" - UNIT 3-A

**THE PROMENADE** *at Palencia*  
 St. Augustine, Florida

Documents prepared by:  
**RINK REYNOLDS DIAMOND FISHER WILSON, PA**  
 Jacksonville, Florida



EXHIBIT A-3



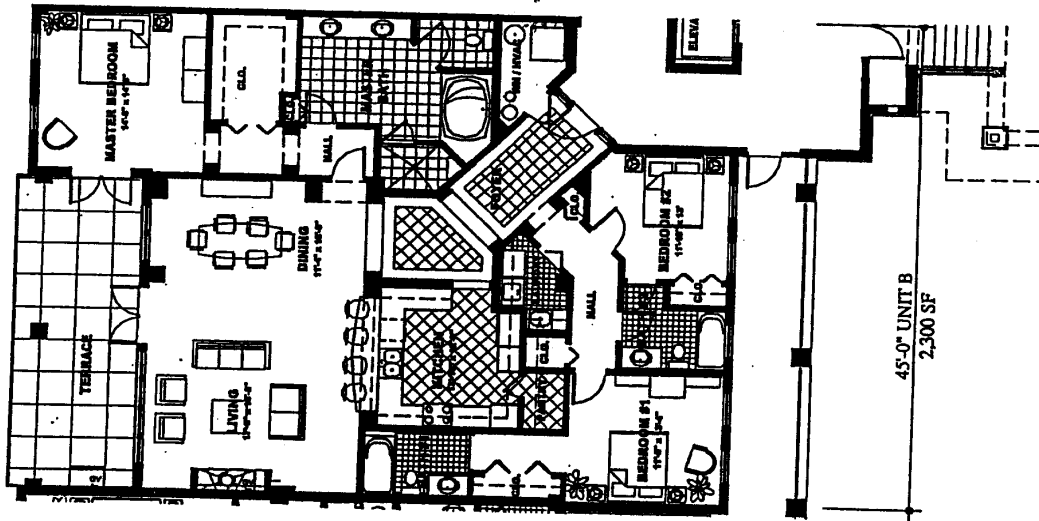
BUILDING "A" - UNIT 1-B

Documents prepared by:  
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 Jacksonville, Florida

**THE PROMENADE** at Palencia  
 St. Augustine, Florida



EXHIBIT A-3



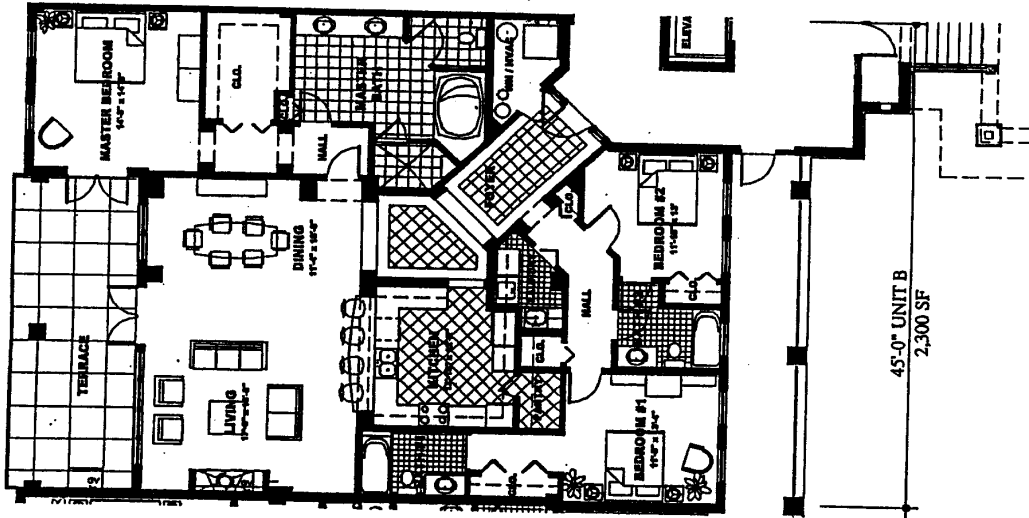
BUILDING "A" - UNIT 2-B

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 Jacksonville, Florida

**THE PROMENADE** at Palencia  
 St. Augustine, Florida



EXHIBIT A-3



BUILDING "A" - UNIT 3-B

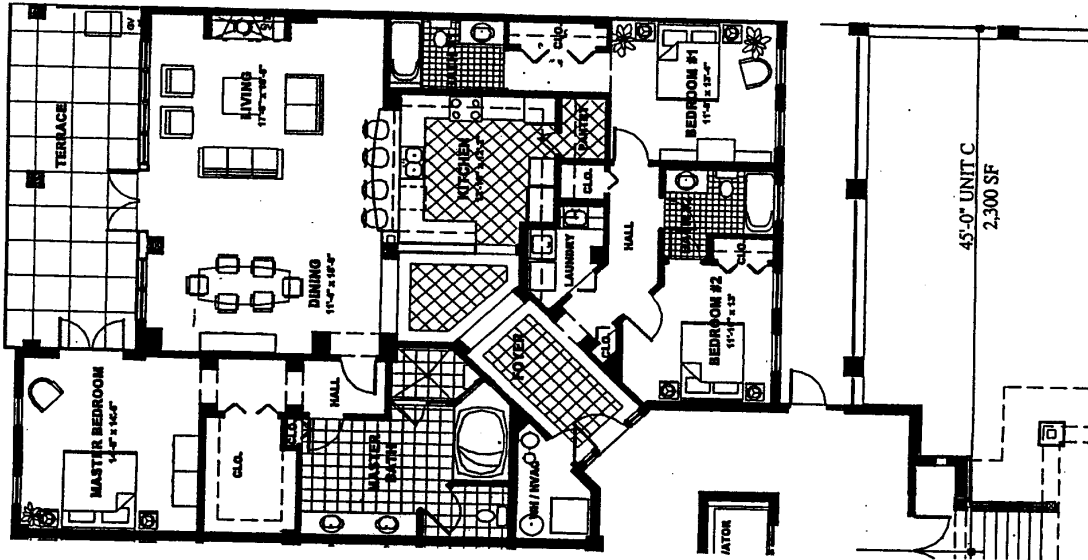
Documents prepared by:

RINK REYNOLDS DIAMOND FISHER WILSON, PA  
Jacksonville, Florida

**THE PROMENADE** at *Palencia*  
St. Augustine, Florida



EXHIBIT A-3



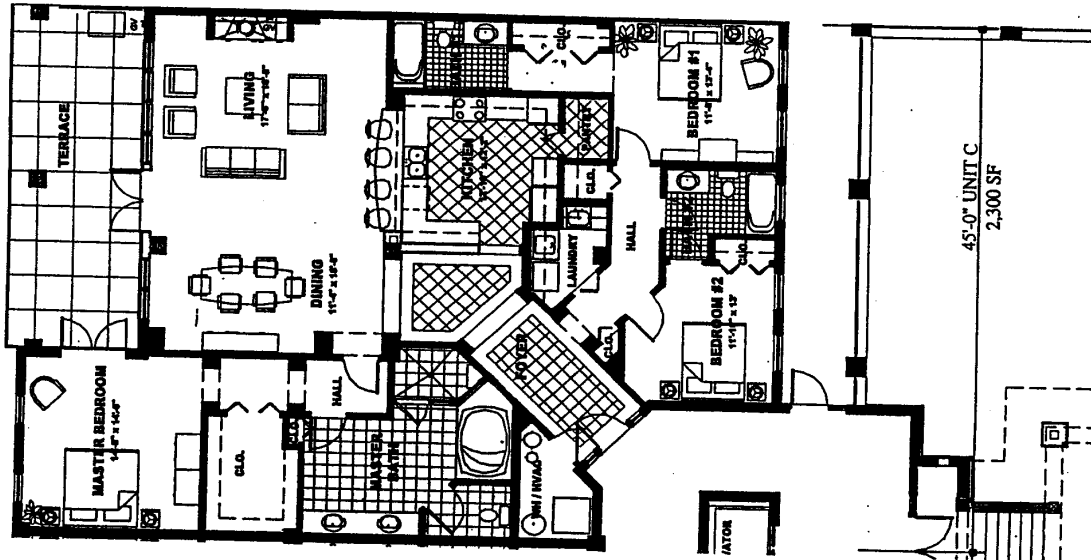
BUILDING "A" - UNIT 1-C

**THE PROMENADE** *at Palencia*  
St. Augustine, Florida

Documents prepared by:  
**RINK REYNOLDS DIAMOND FISHER WILSON, PA**  
Jacksonville, Florida



EXHIBIT A-3



BUILDING "A" - UNIT 2-C

Documents prepared by:

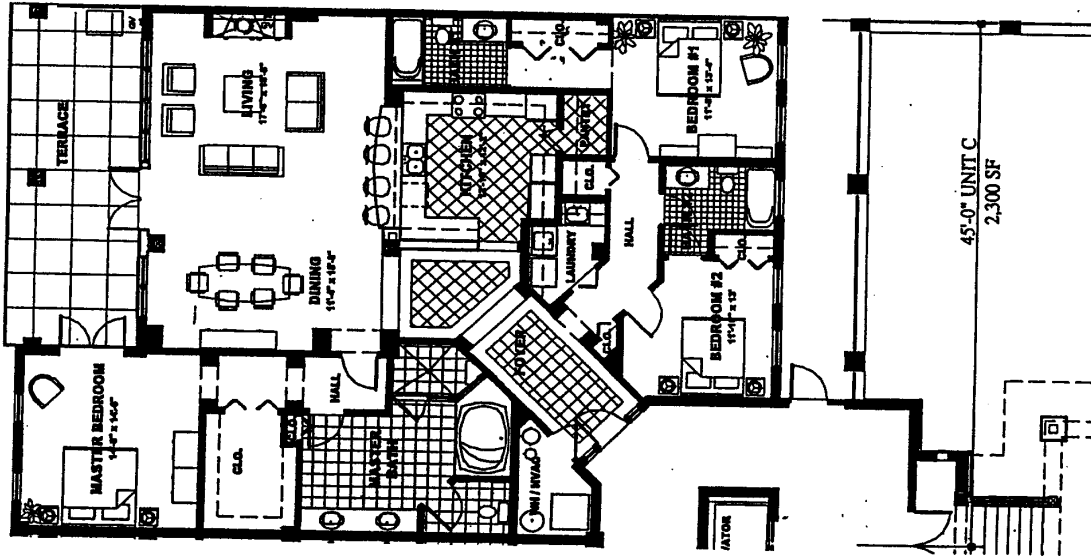
RINK REYNOLDS DIAMOND FISHER WILSON, PA  
Jacksonville, Florida

**THE PROMENADE** *at Palenetta*  
St. Augustine, Florida





EXHIBIT A-3



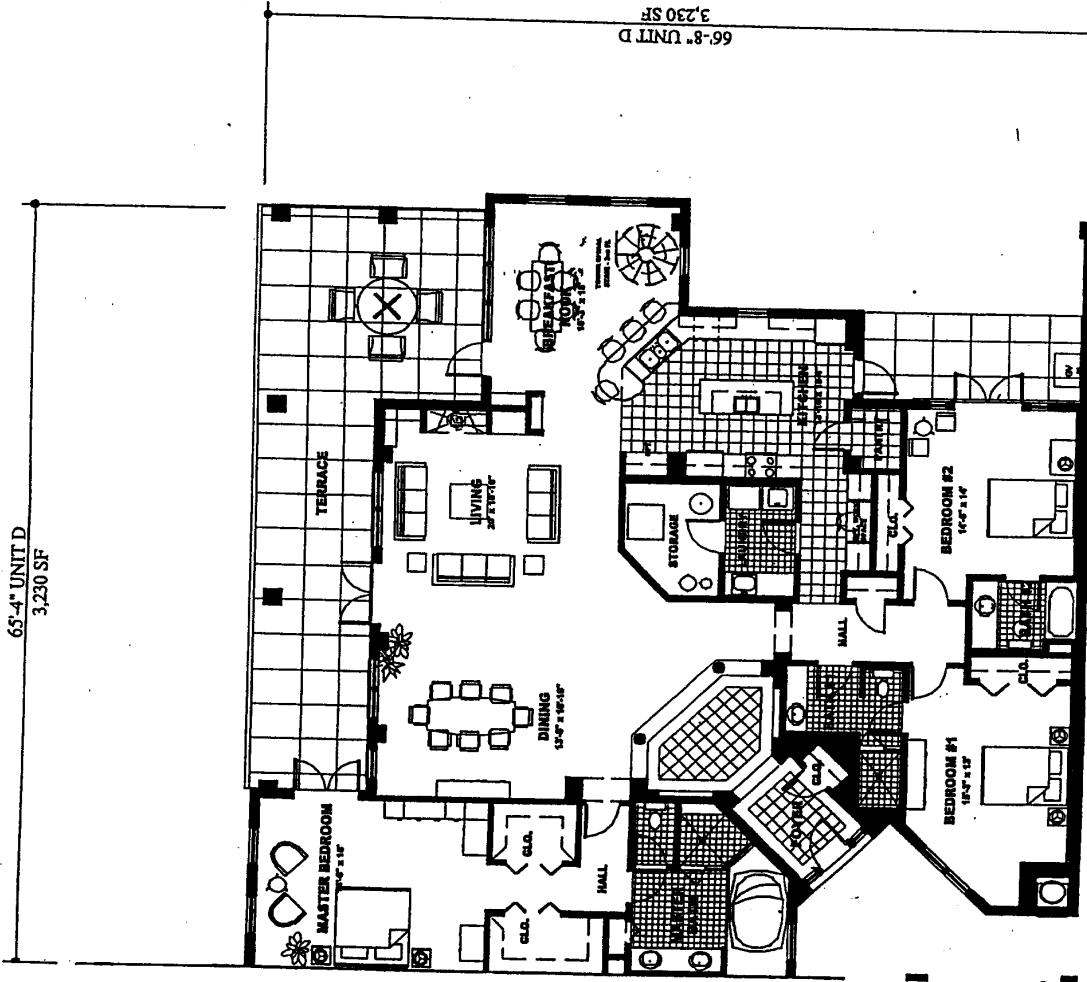
BUILDING "A" - UNIT 3-C

Documents prepared by:  
**RINK REYNOLDS DIAMOND FISHER WILSON, PA**  
 Jacksonville, Florida



**THE PROMENADE** *at Palencia*  
 St. Augustine, Florida

EXHIBIT A-3



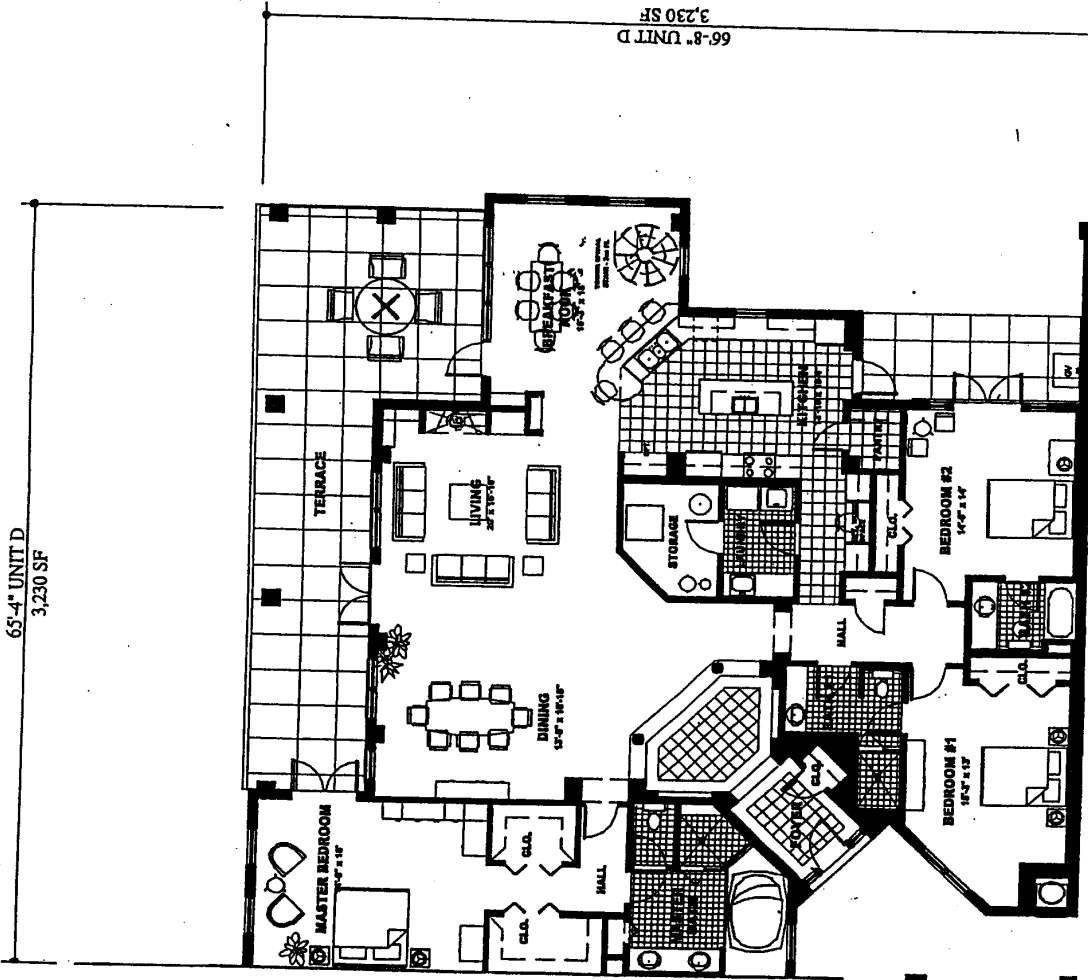
BUILDING "A" - UNIT 1-D

**THE PROMENADE** at Palencia

Documents prepared by:  
**RINK REYNOLDS DIAMOND FISHER WILSON, PA**  
 Jacksonville, Florida



EXHIBIT A-3



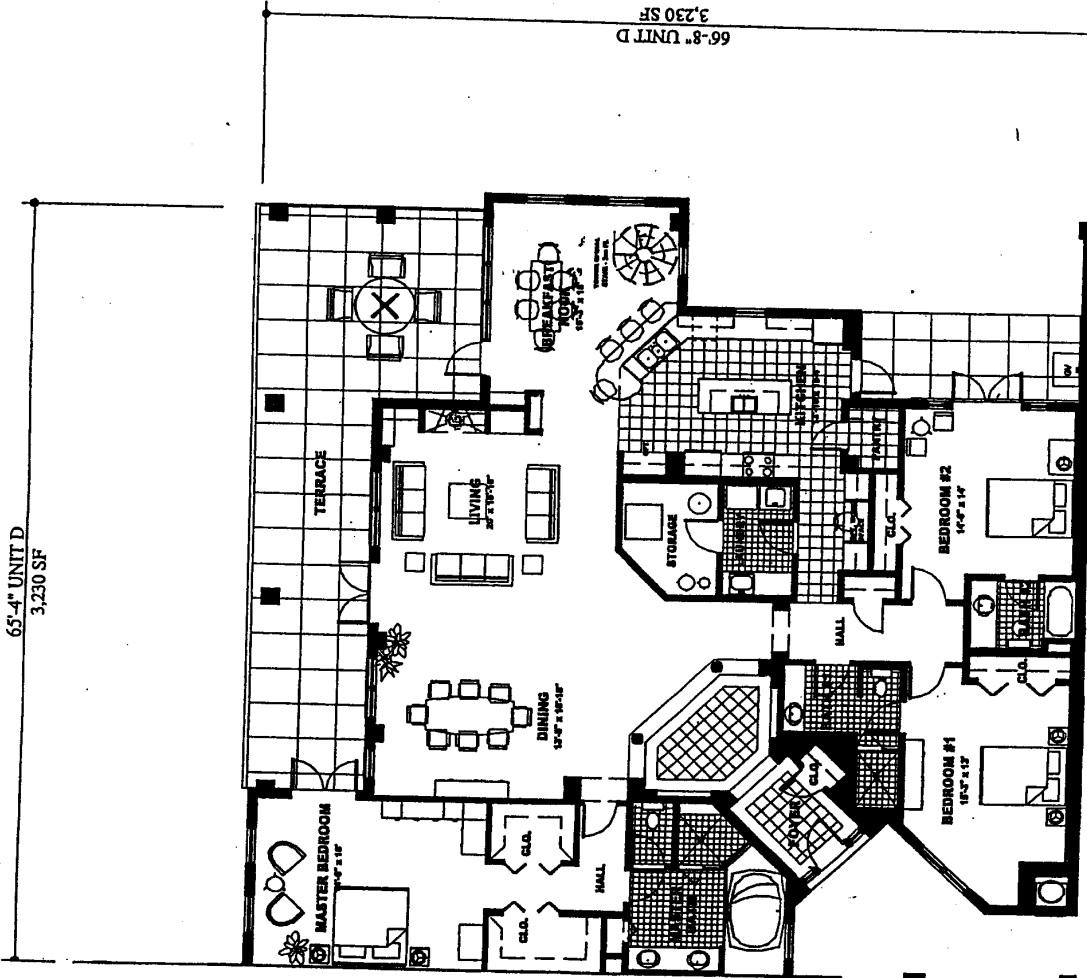
BUILDING "A" - UNIT 2-D

# THE PROMENADE *at Palencia*

Documents prepared by:  
**RINK REYNOLDS DIAMOND FISHER WILSON, PA**  
Jacksonville, Florida



EXHIBIT A-3



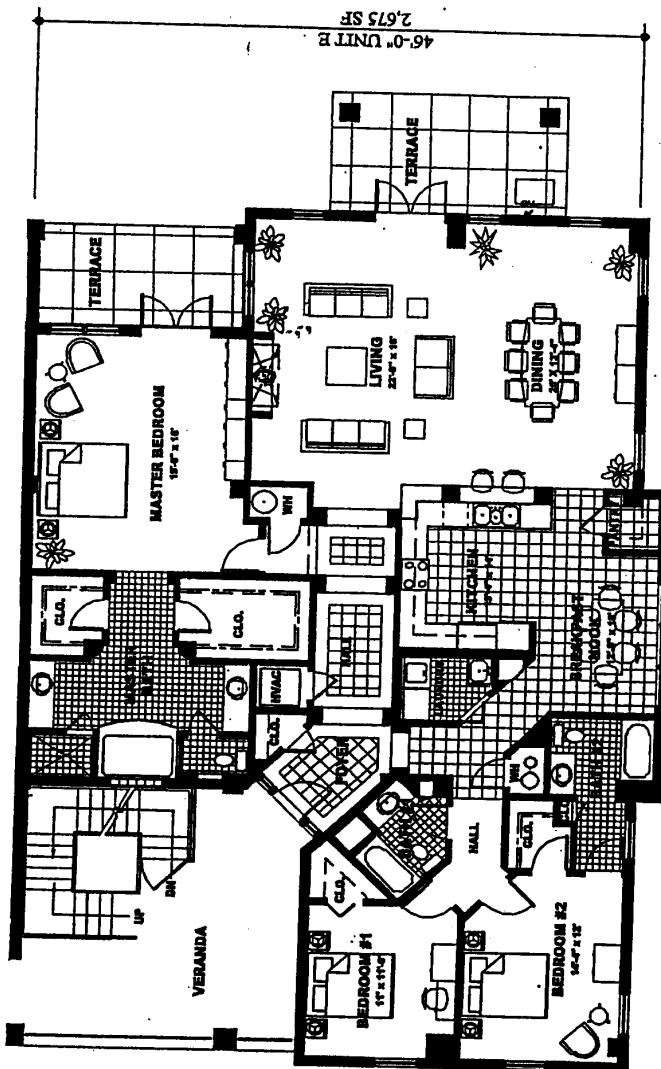
BUILDING "A" - UNIT 3-D

# THE PROMENADE *at Palencia*

Documents prepared by:  
**RINK REYNOLDS DIAMOND FISHER WILSON, PA**  
 Jacksonville, Florida



EXHIBIT A-3



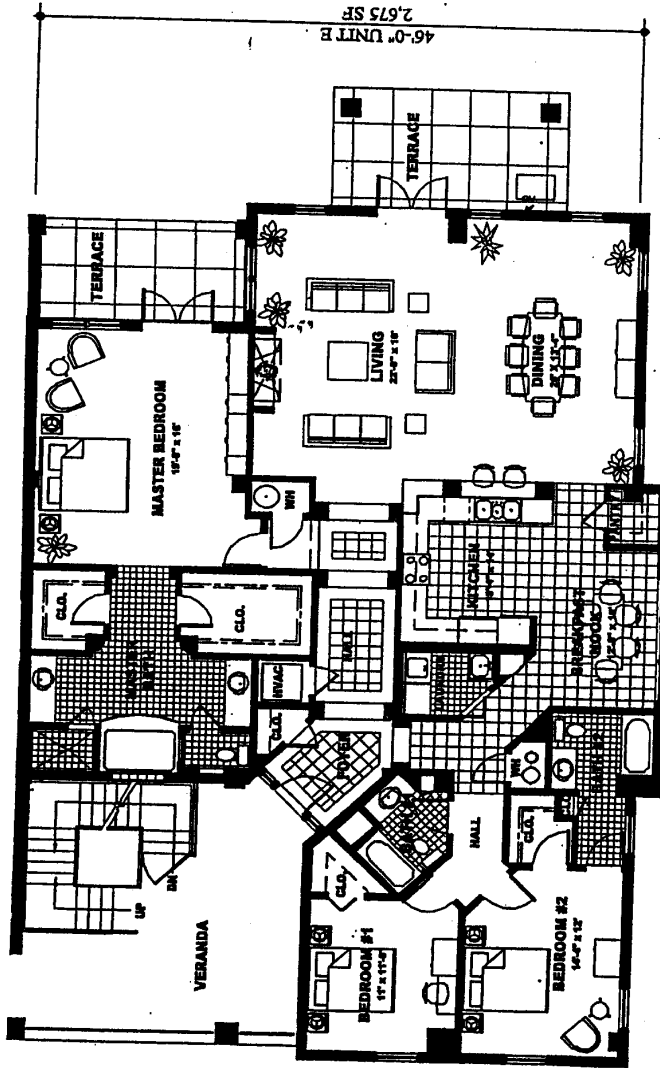
BUILDING "A" - UNIT 1-E

**THE PROMENADE** at Palencia  
St. Augustine, Florida

Documents prepared by:  
RINK REYNOLDS DIAMOND FISHER WILSON, PA  
Jacksonville, Florida



EXHIBIT A-3



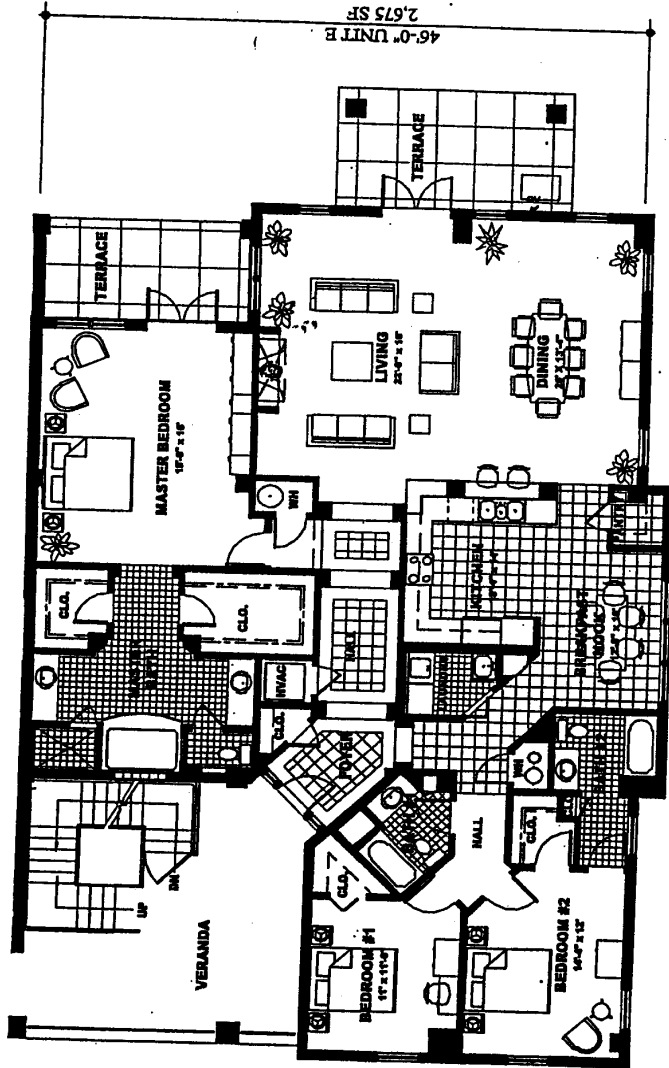
BUILDING "A" - UNIT 2-E

Documents prepared by:  
**RINK REYNOLDS DIAMOND FISHER WILSON, PA**  
 Jacksonville, Florida

**THE PROMENADE** at *Palencia*  
 St. Augustine, Florida



EXHIBIT A-3



BUILDING "A" - UNIT 3-E

Documents prepared by:

RINK REYNOLDS DIAMOND FISHER WILSON, PA  
Jacksonville, Florida

**THE PROMENADE** at Palencia  
St. Augustine, Florida



3

7

Prepared by and return to:  
John L. Whiteman, Esquire  
Rogers Towers, P.A.  
170 Malaga Street, Suite A  
St. Augustine, Florida 32084

**SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR THE PROMENADE AT PALENCIA CONDOMINIUM**

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM (the "Amendment") made as of this 22 day of December, 2005, by THE VILLAGE, LLP, a Florida limited liability partnership (the "Developer").

RECITALS

A. Developer has executed and caused to be recorded that certain Declaration of Condominium for THE PROMENADE AT PALENCIA CONDOMINIUM, that is recorded in Official Records Book 2425, page 1476, of the Public Records of St. Johns County, Florida (as amended, the "Declaration").

B. Developer is the owner of all fifteen units of the Condominium.

C. Developer desires to amend the Declaration to add an "as built" survey and surveyor's certificate as required by Florida Statutes Section 718.104(4)(e).

D. Developer desires to amend the Declaration to prohibit the screening or enclosing of the balcony or balconies appurtenant to each Unit, other than the enclosure of the balcony appurtenant to Unit 3-D, which was enclosed by the developer during the initial construction of the Condominium.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the undersigned has executed this instrument amending the Declaration as follows:

1. The Declaration is modified and amended to add thereto the pages attached hereto and labeled as Exhibit "F" which constitute the surveyor's certificate and as built survey as to the improvements constructed on the property described on Exhibit A-1 of the Declaration.

2. Section 1.14 of the Declaration is amended to read as follows:

1.14 Limited Common Elements. The "Limited Common Elements" are (i) the balconies attached to individual Units, which are to be structurally maintained by the Association as part of the Common Elements. The Owner shall have exclusive use of the balcony attached to his or her Unit and will be responsible for the routine maintenance and care of that balcony and, with respect to Unit 3-D all balcony screens and enclosures (see Section 8.4 below); (ii) the 30 numbered parking spaces as shown in **Exhibit "A"** which are to be maintained by the



Association as part of the Common Elements, but which are reserved to the exclusive use of the Owner of the Unit to which the parking spaces are assigned; (iii) the 15 fiberglass storage lockers as shown in **Exhibit "A"** which are to be structurally maintained by the Association as part of the Common Elements, but the Owner of a Unit to which a storage locker is assigned will be responsible for the routine care and maintenance of the storage locker as it is reserved for the exclusive use of the Owner; and (iv) the additional parking and storage spaces located in the one-story garage/storage structure as shown in **Exhibit "A"** which are to be maintained by the Association as part of the Common Elements, but which are reserved to the exclusive use of the Owner of the Unit to which the parking and/or storage spaces are assigned. .

3. Section 8.4 of the Declaration is amended to read as follows:

8.4 Screens of Balconies. The balconies (which are Limited Common Elements to the Units) may not be screened or enclosed, except for the balcony appurtenant to Unit 3-D, which was screened or enclosed by the Developer as part of the initial construction of the Condominium.

4. To the extent this amendment is inconsistent with any other provision of the Declaration, this amendment shall control.

5. Except as modified herein the Declaration shall remain in full force and effect.

**SIGNATURE ON NEXT PAGE.**



EXHIBIT F  
TO DECLARATION OF CONDOMINIUM  
FOR THE PROMENADE AT PALENCIA CONDOMINIUM

# MAP SHOWING BOUNDARY SURVEY OF PROMENADE AT PALENCIA CONDOMINIUM

A portion of Section 53, Township 5 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows: For a Point of Reference COMMENCE at the most Northerly corner of South Loop Parkway per plat of Marshall Creek Dri Unit A-One, according to map thereof recorded in Map Book 41, Pages 98 through 103 of the Public Records of said County; thence North 38°06'46" East, a distance of 882.77 feet to the POINT OF BEGINNING; from the Point of Beginning thus described, thence North 45°00'00" West, a distance of 250.76 feet to a point of curvature; thence in a Northwesterly direction along the arc of a curve, said curve being concave Northeasterly and having a radius of 25.00 feet, a chord bearing and distance of North 27°28'15" West, 15.06 feet; thence North 45°00'00" East, a distance of 191.46 feet; thence South 45°00'00" East, a distance of 265.12 feet; thence South 45°00'00" West, a distance of 196.00 feet to the POINT OF BEGINNING.

CONTAINING 1.1924 ACRES, MORE OR LESS, IN AREA.

CERTIFIED TO: THE VILLAGE, LLP; IRONSTONE BANK; ROGERS TOWERS, P.A.; PHILADELPHIA INSURANCE COMPANY

## SHEET 1 OF 2

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT VALID.

### NOTES

1. Bearings are based on the CENTERLINE PCP'S (N45°00'00"W)
2. This is a MAP SHOWING BOUNDARY SURVEY
3. Elevations shown (if any) refer to U.S. Coastal and Geodetic Survey Datum, National Geodetic Vertical Datum of 1929, (N.G.V.D. of 1929).
4. By Graphic plotting only, the property shown herein lies within Zone: "X" as shown on the Federal Emergency Management Agency (F.E.M.A.) National Flood Insurance Program, Flood Insurance Rate Map (F.I.R.M.) Community-Panel Number 12108C0165H. Map Revised date: 08/02/04
5. Unless otherwise noted, any portion of the parcel that may be deemed as Wetlands by State or Governmental Agencies, has not been determined and any liability resulting therefrom is not the responsibility of the undersigned.

### ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY

ABBREVIATION	DEFINITION	ABBREVIATION	DEFINITION
P.C.P.	Permanent Control Point	L.B.	Licensed Business
P.R.M.	Permanent Reference Monument	L.S.	Licensed Land Surveyor
P.C.	Point of Curvature	J.E.A.	Jacksonville Electric Authority
P.O.B.	Point of Beginning	L.P.	Licensee
P.C.	Point of Curvature	A/C	Air Conditioner
P.E.	Point of Easement	C.T.V.	Cable Television
P.F.C.	Point of Reverse Curvature	O.L.	Overhead Lines
P.I.	Point of Intersection	F.M.	Field Measured
R.O.W.	Right of Way	R.S.	Radius square
R.R.V.	Official Records Volume	L <sub>c</sub>	Arc Length equals
D.B.	Deed Book	C <sub>d</sub>	Chord Bearing & Distance equals
R.L.	Record	Δ	Delta or Central Angle equals
B.R.L.	Building Restriction Line	I.P.	Iron Pipe
E.M.T.	Easement	C.C.	Concrete
W.V.	Water Valve	B.P.	Backflow Preventer
W.W.	Water Meter		

### LEGEND

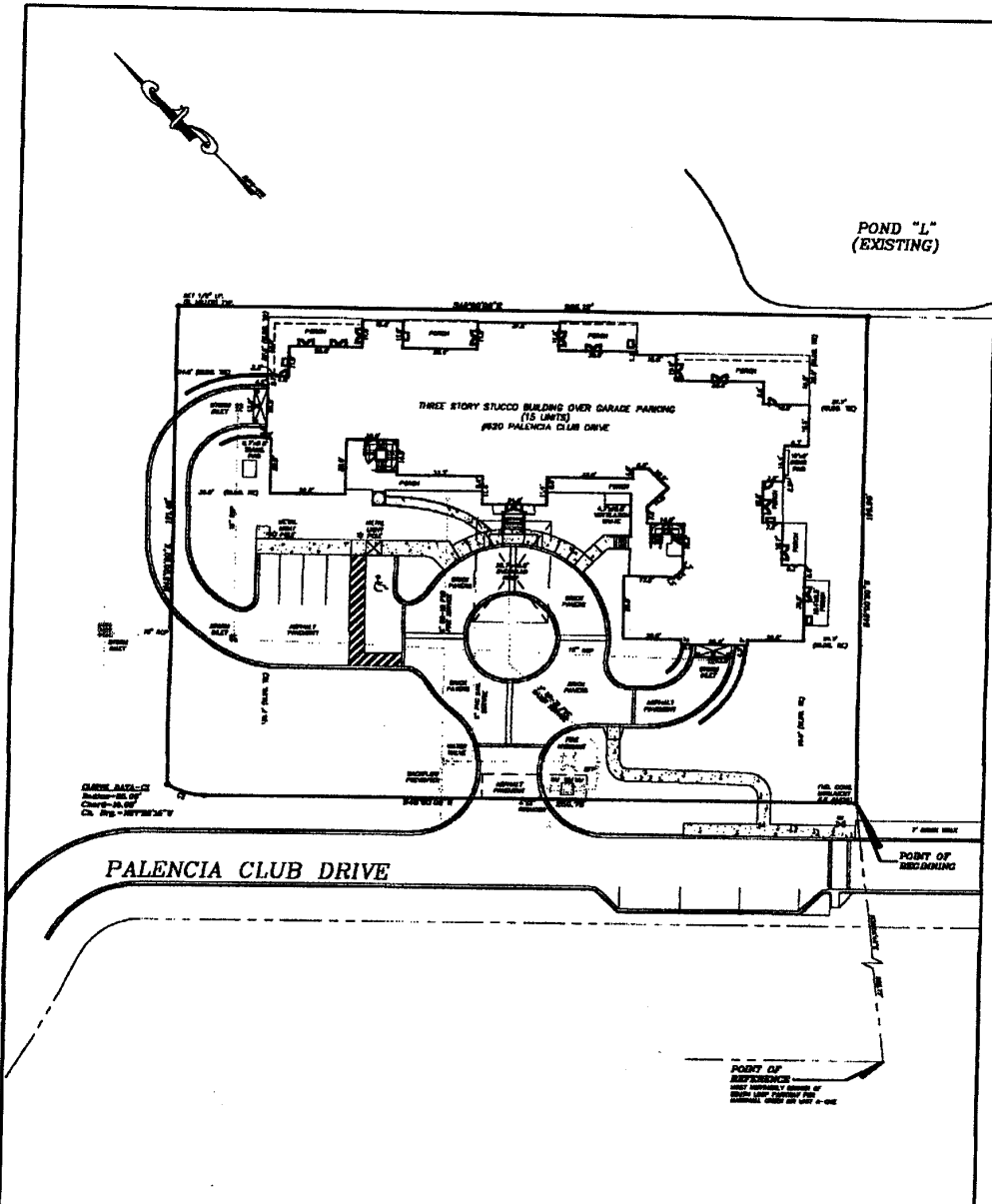
- ⊙ DENOTES CONCRETE MONUMENT
- ⊖ DENOTES FENCE
- DENOTES 1/2" IRON PIPE SET WITH CAP, R. MILLER & ASSOC.
- DENOTES 3/4" IRON PIPE FOUND (SEE NOTES)
- X DENOTES CROSS CUT

DATE 12-13-04  
 SCALE 1"=20'  
 JOB No. 2004-1718  
 F.B. MAP  
 page  
 Comp. File FOUNDATION.dwg  
 Drawn by B.R.B.

**RICHARD A. MILLER & ASSOCIATES, INC.**  
 PROFESSIONAL LAND SURVEYORS  
 6701 BEACH BLVD., SUITE 200 Jacksonville, Florida 32216  
 Fax (904) 721-5758  
 Tele. (904) 721-1226

THIS IS TO CERTIFY THAT THIS SURVEY IS A TRUE REPRESENTATION OF AN ACTUAL FIELD SURVEY, MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE HIGHEST PROFESSIONAL STANDARDS AS ENFORCED AND SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 4001-24.0, (Formerly CHAPTER 2900-240, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 476.05, FLORIDA STATUTES.

BY: *Richard A. Miller*  
 RICHARD A. MILLER, STATE OF FLORIDA, REGISTERED LAND SURVEYOR, CERTIFICATE No. 3848



PALENCIA CLUB DRIVE

POND "L"  
(EXISTING)

DATE: 08/02/04  
PROJECT: 2004-1718  
DRAWN BY: B.R.B.

POINT OF BEGINNING

SHEET 2 OF 2

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT VALID.

- NOTES**
1. Descriptions are based on the CENTERLINE PCP'S (N4500707W)
  2. This is a MAP SHOWING BOUNDARY SURVEY
  3. Elevations shown thus (15.0) refer to U.S. Coastal and Geodetic Survey Datum, National Geodetic Vertical Datum of 1929, (N.G.V.D. of 1929).
  4. By Graphic plotting only, the property shown hereon lies within Zone "X" as shown on the Federal Emergency Management Agency (F.E.M.A.) National Flood Insurance Program, Flood Insurance Rate Map (F.I.R.M.) Community-Panel Number 12106C0193H Map Revised date: 08/02/04
  5. Unless otherwise noted, any portion of the parcel that may be deemed as Wetlands by State or Governmental Agencies, has not been determined and any liability resulting therefrom is not the responsibility of the undersigned.

**LEGEND**

- ⊙ CENTERLINE MONUMENT
- CENTERLINE
- CENTERLINE 1/2" IRON PIPE SET WITH CAP, R. MILLER & ASSOC.
- CENTERLINE IRON PIPE FOUND (SEE NOTES)
- X CENTERLINE CROSS CUT

DATE: 12-13-04  
SCALE: 1"=50'  
JOB No.: 2004-1718  
F.B. MAP  
page: ---  
Comp. File: FOUNDATION.dwg  
Drawn by: B.R.B.

**RICHARD A. MILLER & ASSOCIATES, INC.**  
PROFESSIONAL LAND SURVEYORS  
6701 BEACH BLVD., SUITE #200 Jacksonville, Florida 32216  
Fax (904) 721-5758  
Tele. (904) 721-1226

THIS IS TO CERTIFY THAT THIS SURVEY IS A TRUE REPRESENTATION OF AN ACTUAL FIELD SURVEY, MADE ACCORDING TO SURVEYING AND IS ACCORDANCE WITH THE BOARD OF PROFESSIONAL LAND SURVEYORS AND SET FORTH BY THE FLORIDA STATUTES, CHAPTER 472, F.L.A. AND CHAPTER 472.001, F.L.A. AND CHAPTER 472.001-1, F.L.A. (COMMONLY KNOWN AS THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.001, F.L.A. STATUTE).

BY: *Richard A. Miller*  
RICHARD A. MILLER, STATE OF FLORIDA, REGISTERED LAND SURVEYOR, CERTIFICATE No. 3848

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY

ABBREVIATION	DEFINITION	ABBREVIATION	DEFINITION
P.C.P.	Permanent Control Point	L.B.	Licensed Business
P.R.M.	Permanent Reference Monument	R.L.S.	Registered Land Surveyor
P.O.C.	Point of Curvature	J.E.A.	Jacksonville Electric Authority
P.O.B.	Point of Beginning	E.C.	Equipment
P.O.Q.	Point of Quiescence	A.C.	Air Conditioner
P.O.T.	Point of Tangency	C.A.T.V.	Cable Television
P.O.C.	Point of Reverse Curvature	O.L.P.	Overhead Lines
P.O.I.	Point of Intersection	F.M.	Field Monument
P.O.W.	Point of Way	R.M.	Radius square
O.C.V.	Offset Curvature Volume	A.L.S.	As-Land square
D.R.	Dead Road	D.S.	Chord Bearing & Distance square
P.R.	Property	D.C.	Delta or Central Angle square
B.R.L.	Building Restriction Line	A	Iron Pipe
C.E.	Cement	C.C.	Concrete
W.V.	Water Valve	P.P.	Post or Pin
W.M.	Water Meter	P.P.	Post or Pin

**Richard A. Miller & Associates, Inc.**

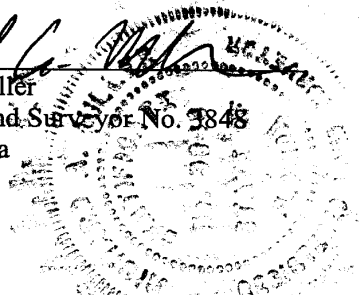
Professional Land Surveyors, L.B. 5189  
6701 Beach Boulevard, Suite 100  
Jacksonville, FL 32216  
(904) 721-1226 • Fax: (904) 721-5758

**CERTIFICATE OF SURVEYOR  
THE PROMENADE AT PALENCIA CONDOMINIUM  
St. Johns County, Florida**

I, Richard A. Miller, of Richard A. Miller & Associates, Inc. certify as follows:


1. That I am a land surveyor, duly authorized to practice in the State of Florida, having Certificate of Registration No. 3848.
2. That this Certificate is made with respect to The Promenade at Palencia Condominium located in St. Johns County, Florida, and in compliance with Florida Statutes Section 718.104(4)(e).
3. That the construction of the improvements described in the Declaration of Condominium for The Promenade at Palencia Condominium are substantially complete so that the survey of land and plot plans attached hereto showing the condominium building and common elements, together with the provisions contained in the foregoing Declaration of Condominium, there can be determined therefrom the identification, location and dimensions of the common elements and limited common elements, and, relying upon the floor and unit plans attached hereto, the location and dimensions of each unit, and that the aforementioned materials are an accurate representation of the location and dimensions of the improvements.
4. All planned improvements including, but not limited to, landscaping, utility services and access to the unit, and common elements facilities serving the condominium building in which the units to be conveyed are located have been substantially completed.

*Richard A. Miller*  
 Richard A. Miller  
 Registered Land Surveyor No. 3848  
 State of Florida



STATE OF FLORIDA  
COUNTY OF DUVAL

Sworn to and subscribed before me this 17<sup>th</sup> day of January, 2006 by Richard A. Miller, who is personally known to me.

*Susan M. Hyde*  
 Notary Public, State of Florida  
 Name: Susan M. Hyde  
 My Commission Expires:  My Commission DD280211  
 My Commission Number is Expires March 17, 2008