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DECLARATION OF CONDOMINIUM

OF SEE-MAY SHORES, a Condominium,

St. Johns County, Florida.

MADE this // day of ______, 198__, by SEE-RAY, INC., for itself, its successors, grantees and assigns.

WHEREIN SET-PAY, INC. a Florida Corporation, makes the following declarations:

PURPOSE

1.00 The purpose of this Declarative of Condominium is to submit the lands described herein and the improvements on those lands to the condominium form of our enship and use in the manner provided by Chapter 718, Florada Statistics (1984).

NAME

2.00. The name by which this condominium is to $\lambda_{\rm c}$ (den)ified is SEE-RAY SHORES, a Condominium.

DEFINITIONS

- 3.00 The terms used in this Declaration of Condominium and in its Exhibits shall have the mounines stated in Chapter 713, Florida Statutes (1984) and as follows, unless otherwise set forth horeir or unless the context otherwise requires.
 - 3.01 Act. Chapter 718, Florida Statutes (1984).
- 3.02 Association, SEE-RAY SHOPES CONDOMINIUM OWNER'S ASSOCIATION, INC., a Florida corporation not for profit, and its nuccessors, which is the corporate entity responsible for the operation of the condominium.
- 3.03 Association Property. That property, real and personal, in which tills of ownership is vested in the Association for the use and benefit of its members.
- ~ 0.07 Approximent. A share of the funds required for the payment of domain expenses, which from time to time is as essent acclined the Unit Owner.
- 1.05 Board of Administration. The stand of Directors of the Association which is respectful for the administration of the association.
- 3.06 Buildings. The atracture designed and utilized for residential dwelling units and which chall have been used racted on the Land.
- $3.07~\mathrm{By-Laws}$. The By-Laws of the Associative existing from time to time.
- 1.02 Craron Electric. Common Electric treate at a return of the Condominium not encluded in the units, and incluir, but are not limited to:

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- (a) Basements, as may be reconstry, through Units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of Utility Services to other Unit, or Common Elements.
- (b) Irotallations for furnishing of Utility Services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing installations.
- (c) The property and installations in connection therewith acquired for the furnishing of services to more than one Unit or to the Common Elements.
 - (d) Ensements for Maint- tree of Common Elements.
 - (e) Each other ifer as set forth in the Ast.
- 3.09 Common Expenses. Common Expenses and all expenses and assessments properly incurred by the Association for the Condominum. They forlude, but are not limited to:
- (a) Expension is management and administration of the Condominium.
- (b) Expenser of iconcence, saintunance, operation, repair, remain, replacement, and setterment of the Common Elements and of any service or pressons or any Unit which are required to be maintained by the Association.
- (c) Expenditures by the New Michigan for payment of costs that are the responsibility of a Unit Owner, including but not limited to, the costs of repair of daway to a Unit in excess of insurance proceeds, and the costs of insurance upon a Unitit is specifically understood and agreed, however, that the Association shall not be required to make such expenditures, that the making of such expenditures shall be purely a matter of discretion on the part of the Association, and that the inclusion of this provision is intended solely to grant the Association contain enforcement rights under the Association from the Association from the responsible this twent is concerned.
- (d) Express declined Common Caracter by provisions of this Declaration of the By-Laws.
 - to). Any valid charge against the Ecoperty as a whole.
- 1.10 Grown Surplus. The excess of all receipts of the Association including, but is timited to, insessments, rents, profits and revenues as adopts of the corner elements.
- 3.11 Condominion. The Condominium short conserver all the Property of a Woold When the context he parmit of requires, to well as the reasing set forth in the Act and may be used interchangeably with or it seasunation with the term Property.
- 1.12 Condession Decuments. This Decimation of Condession and the Lability which are at said hereto, all and the same may from time to time be amended, regular with any and all other decuments pertaining to the Condemnium which are referred to herein to contemplated or allowed hereby. The attached Emplith are as follows:

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- 1. Exhibit A 1. Exhibit b-1 3. Exhibit s-2 4. Exhibit f-1 Sonal Berminstion

- Currey of the Land Plot Plan Typical Hour Plans

- Percaitage of Ownership in Common 5. Exhibit C
- 5. Exhibit C Percentage of Ownership in Common Elements and Common Surplus and Share of Common Expenses

 6. Exhibit D Acticles of Incorporation, the decoment creating the Association.

 7. Exhibit E By-Laws. Defects or omissions in the Ey-Laws shall not affect the validity of the Condominium or title thereto.

 3.13 Condominium Parcel. A Unit, together with the undivided share in the Common Elements which is uppurtenant to the Unit. When the context permits, the term shall include all of the appurtenances to the Unit.
- 2.14 <u>Declaration.</u> This Declaration of Condeminium and the Exhibits which are attached hereto, all as the same may from time to time be amended.
- 3.15 Procloper, SEM-RAY, INC., a Florida Corporation, the entity which created this condemnature of differe condemnatur parents for sale in the ordinary corporate business, together title tue successors, assigne, or grantees, for sale purposes.
- 3.16 Institutional Wester. Any break, savings and loss association, real estate investment trust, union pension fund, properly authorized agency of the United States of America, mortgage backing firm, nortgage company, or insurance company.
- 3.17 Land. The realty describer is Exhibit a settleded
- 3.18 Limited Guard Elements. Those portions of the common elements which are reserved for the use of a certain must or usits, to the exclusion of other usits, as specified in this
- 3.19 Fland and specifications. The plans and specifications on propagate by Matter Harry, inc. entirled SEE-RAY SHORES.
- 3.20 Plat. Exhibit B-P which is attached bords and he thin reference mode , part borned.
- 3.21 Projects. The fiel, any and ill introverents thereon, including any langible percent property reserved for the maintenance and operation of the Condeminent, and ilso including all casessors and rights apportance thereto, into ind for use in connection with the Corcoribins.
- 1.32 Regulations. Any rules of replations respecting the per of the Projecty that have less adopted in the Accordance of the time in accordance with its Articles of theorperation and by-loss.
- 3.24 Share. The percentage of individual inverse in one to the Common Mements and Common Swiplus which is a portenant to each Unit and which is so form a familiar Contrada Derote.
- 2.14 Enit. The part ϵ the George is a croperty which two subject to includive expenses
 - 3.15 Unit Owner. The owner of a Condominium prosess.
- 3.76 Fillip devices. As used to the Let, is continued with resonant to the Condenialum, and in seed in the Dominius on and Py-Lewi, Dillip Gorvier shall include, but our

he limited to, electric power, gan, hot and cold water, housing, telephone, refrigoration, air conditioning, cable television, security systems, and carbage and bewage disposal.

LAND COMMITTED

4.00 The land, owned by SEE-RAY, INC., a Florida Corporation, which by this Declaration of Condominium, is hereby submitted to the condominium form of concerning, is described in Exhibit A which is attached hereto and incorporated herein by reference.

PLAN OF DEVELOPMENT

- 5.00 The Condominium is not substantially completed. The Condominium is described and established as follows:
- 1.01 Units and Correct Elements. The improvements upon the band are to be constructed substitutely in accordance with Exhibits B-I through S-2 which together with the beclaration, identify the relative location and approximate dimensions of with Unit and the Correct Elements.
- 5.01) Cortificate Open substantial complaint of the construction the developer of the Association shall around the Declaration to include a continiste of a surveyor authorized to practice in the finite of F. vide that the Exhabits attached force on the monaded by any final corresponding statement concernings filed therewith comprise on the matter representation of the location and dimensions of the improvements as that the identification, location and dimensions of the Common Blastats and each Unit can be determined from these referrals.

5.02 Amendment of Plant and Specifications,

The interior olders a unit may be changed by its ewher; the size and boundaries of a Unit may not be changed. We full ray be subdivided. Beveloper reserves the right to make changes within Units during the construction of the Buildings growided theme changes on het alter the are exceptions of Units for which a sychologe and Erle Agreement has been missed, unless such changes a comproved by the purchaser afterfall we the change.

- 1.03 Ecompet to Utilitie. Excepts are reserved through the Proporty as may be required for thilly Seculous to older to serve the Condending adequately. Succeeding through a Main thall be only ascerding to the Plans and Societies in for the appropriate Building, or as to be Fielding in constructed. The consents shall include, but nor is distinct to, the chases that me vertically through each Unit as shown upon the Plans and Specifications. A Pair Owner shall do within within a straighting Unit that interforms with an inquire the Utility Service mains the enterests.
- 1.031 Paramore: Indrees and Parent. A confective excesses for indrees and excess over all indeeds, make and other rights of the second solute, to the extent excess by to provide accombination from each Unit to a public way to proble creation at part of the Copy a bisecute.
- 5.06 Unit Bencheries, Each Crit on the healade that person are Building confining the best ten increasing the test ten increasing the best ten increasing the best forth as the first of the Chit as test forth in the fire and which He within the following boundaries forblading, become, all space and liprove out loing watter or partitions and types which same, and further excluding the freezellment, piper, ducte,

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wires, conduits, and other facilities running through may interior wall or partition for the furnishing of Utility Services to Units or Common Florents):

- (a) Upper and Lower Boundaries. The upper and lower boundaries of a Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:
- (1) Upper Boundaries. The upper bowdary of all Units shall be the horizontal plane of the undecorated Simished ceiling.
- (2) <u>Nower Foundation</u>. The lower boundary shall be the horizontal plane of the uncorrected finished theor.
- (b) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical tlane of the undecorated finished interior of the walls boundary the Crit extended to interrections with each other and with the open and lover boundaries.
- 5.05 Common Elements. The Common Elements incluse as of the Property except the Units.

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- 6.00 Mar Units. The Units of the Condominius are individual religious and are described more perfocularly, and the rights and obligations of Unit Owners to entablished, as follows:
- 6.01 Unit Pumbers. The unit numbers are as established on Exhabit p-2, littached benefit and incorporated benefit by reference.
- 6.02 Typical Unit Plant. There are three typical from plan of the units in the condennue, which are note particularly not forth in Exhibit 8.2.
- 6.03 Apparturances to frite. The owner of each Unit chall two a share and corrier inversels in the Projecty, which there are interests are experienced to bir Unit, lectuding, but not the test to, the following items that are apparent of the several Units as indicated:
- Surplus. The underied force in the Correst Communication of the Correst Corre
- (ii) Une of Cerror to tasts. Use of the Gerrar First to its colon with other Past theory and the individual air name of equipment (if Recated outside the unit).
- (c) For of limited Cormon Elements. Exclusive take 6 the Finited Common Elements appartment to each the , which binited Common Elements consist of the bilecome superfixely attached and ediagent to each indepidual must and the intereduct air components unit and attendent pipies, valves, so its and other Comities which provide our conditioning to it respective individual unit.
- owner shall be entitled to each condition and telline. Each of a condition that he entitled to each condition to the local length and a standard by much owner, of meeting, of the Asia of the provisions of the Postograph and Articles of Incorporation.

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only Phase One is developed, there shall be a total of nine (9) votes. If Phase Two is also developed, theze shall be a total of eighteen (18) votes. The concernity interest of each Phase Ore Unit exerci in the Association and in the fords and area a of the Association if only Phase One is developed is as follows:

Unit Number:

101, 201, 103, 303

11.39345

102, 202, 302

10.72643

301. 202

11.30369

The expersity interest of each Phase One Unit exper is the Association and in the funds and assets of the Association is both Phase One and Phase Two are developed is all Collows:

Unit Number:

101, 201, 103, 203

5.65172

162, 202, 302

6.36394

301, 303

.6532

6.06 Fiability for Cormon Expenses, Pack Volt Comes have be libble for a projectionate share of the Course Paperson, the share being the core on the undivided above in the expensionant to this Unit, as see both in Exhibit C attached hereto, subject to the limitations set forth it, she BY-Law.

PAINTENANCE

7.00 <u>Maintenance</u>, <u>Sticration</u>, <u>and ligrages at the Projecty</u>, and follows:

7.6) Units.

maintain, repair, and hypothesis the Association's on orbits

foundations, and roots of a Goit, including undecorates interformarriade, dontributing to the support of the building.

(2) Poleonius and patier fearer tyra decoration and surface of and improvements to saw ϵ

by work performed by the Association of damage consists a unit be repaired prompts of the Association under the subsection of the Association's excess.

(4) PN Association of the average to require unit owner's exercise, to maintain, repair, and explored nervice, gives for windows and glass doors within their respective on the exercise of damage for which insulate proceeds are pain under prince purchased by the Association.

(b) poster the Polit Conter. The perception of the Unit Owner shall be as follows:

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(1) To maintain, repair, and replace at his expense all portions of his Unit except the portions thereof to be maintained, repaired and replaced by the Association. This chall be done without distribing the rights of other Unit Owners.

repaired and replaced by the Unit Owner at her engance shall include, but not be limited to the following items: air handling equipment for heating and cooling, whether located inside or outside the unit, no vice equipment, such as dishwasher, darbage disposal, washer, dayer, refrigerator, owen, store, and water heater, whether at not those items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slat; and inside paint and other inside wall finishes. Mechanical equipment and the installation of that equipment shall be such that its operation will not except annoyance to the accupants of other Units.

charge the polygranus of any parties a limit or ories of the or orient of the burlaing.

(4) To row, promptly to the Tempolation any defect of manufaction repairs for them the Association may be metoniili.

circums to previded, neither a bait Owner to the Arsociation that! make any alteration is the portrain of a britt that one to be reinted by the Arsociation, or remove try parties of them of them, or ake any additions to them, or do enthing the would prepard the cafety or roundness of the Pullding, or important easier, without first obtaining approval in uniting of exercise of all thits in which the work is to be done and the approval of the board of directors of the Americantes. If the alternation of the board of the enterior of the Eulericantes, if the alternation of the pottion of the enterior of the Eulericantes. A copy of the formal of the prepased work, prepared not an architect licensed to present to the East of the Purpose. A copy of the formal of the prepased work, prepared not an architect licensed to present to the East of the rich that the filed with the interior prior to the chart of the work.

7.02 Cornen Flements.

eperation of all Common Florentz shall be the responsibility of the Association are the cost shall be a Common Expense.

the systematic Concern. Last that Consider the life scales and exclusion by responsible for the appreciate, instables power, maintenance, and separate of the systematical are experience of and attended appropriate value, which provides are come, that it is a few indicates that, despite the feet that the same are considered on the state of the section blowners.

(c) Alteration of Correct In plan. Encound an reservoir to the developer elections, writer completion of the improvement included in the reservoir enemts content and by this perforation, there shall be a alteration of for the real property and therefore the correct of the real property and the reservoir for the real property and the correct of the c

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whall not be assessed quainst an institutional contrage that acquires its title as two result of owning a mortgage upon a unit, unless such mortgage shall approve the alteration or improvement, and this shall be so whether the title is acquired by dead from the mortgagor or through foreclosure proceedings.

ASSESSMENTS

- 8.00 Assessments. The making and collection of Assessments equinat the Unit Owners for Cormon Expenses shall be pursuant to the Py-Laws and subject to the limitations set forth therein.
- E.01 Share of Common Expanse. Each Unit Owner shall be liable for a proportionate share of the Common Expanses, and shall share in the Common Surplus, there shares being the same as the undivided slare in the Common Pleranta appurtment to the Unit owned by him, all as provided for it Exhibit C attains hereto.
- 8.02 Introcety Application of Proposity. The parties of Assessments and includements on Assessments that are not paid when due shall bear interest at the rate of 18% per around from the date when due until paid. All payments upon account shall be smalled first to interest and then be the Assessment parties first due, and each and every Assessment toptent des there are a chronological order.
- 8.00 Lien for Accessments. The tien into all executions shall secure reasonable 'thorreps' face, including the sate for itself to the collection of an Assessment or enforcement of the lien.
- 8.63 (e.ta) Panding Polaciosure. If the said owner remains in passession of the unit and the class of lien is foreclosed, the November on any apply to the Court for an Order requiring the neit court to any a researchle social for the said, and the Association is emitted to the appainment of a receiver to collect the read.
- The providing to besongment, liability, lien, pricrity, interest and C. Dection. The providing to besongment, liability, lien, pricrity, interest on collection to not alloride frature 117.117 (1984), are increased by reference as fully an it as fraction fraction for expension accessed, which access the pricrit a equation of title by farmalouses, unless required he oclaim. The recorded polar to the recording of the forestead formasse, is hereby symmetric to be accessed as a finite of transfer of the recorded to the recorded to the forestead formasse, is hereby symmetric to the recording of the forestead formasse, is hereby
- 1.06 Assessment Applied There of Developer. The Developer and his assigns for relate in the Adinary course of business are excused from the payment of the character of the common expenses according for its relative transition recording of the common expenses until the Granday as the fresh reach follow in the contrastic until the Closice of the parenage and the of the first condominum unit occars. However, the neweless and his usigns must pay the pertien of common expenses interest laing that paried which exceed the arount assessed against other unit constructs.

0.00 The elecation of the condendate shall be by the Armedicine, a corporation not for profit, crossized sales the last of the first of Pleside, which shall fulliable be foreign to purchase the following profit of

- 6 -

- 9.91 Articles of Encorporation. A copy of the Articles of Incorporation of the Association 15 attached heroto in Exhibit
- 9.02 By-Lowe. The by-Laws of the Association shall be the -Laws of the condominium, a complete which is attached horsely as Fxhibit E.
- 9.01 <u>Restraint Upon Withdrawel</u>. The share of the walk owners in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any names except as as appure manes to the unit.
- 9.64 Powers. In addition to other powers tound herein, the Association, after the Developer no longer controls same, shall have the power to enter into agreements, to acquire leaseholds, comberships and other possessery or use interests in lords or facilities. The inconsistion now recycle that the rental rembership teen, aperation, replicantal and other speaks are common expenses. We action takes parametric this parerraph chill be sutherized except where authorized by a rejority vote at a regular or called a ctime of the general medianchip.
- 9.05 povelegar or Fight to Manage, When Drib Owers other than the Developer own fifteen (15%) per cent or now of the total number of Unit in a fordominum the will be corated ultimately by the Arzelation, the Unit Owners either than the Developer what we envised to elect one-third (1/3) of the members of the Research of American truthon of the Association. Unit Ourses other than the Developer are offiled to elect two-third. (2/3) of the members of the Manage of Administration of the Association at the earlier of:
- (a) Three (3) govern after firity (40%) per cret of the fonal amount of Their (1) that will be equivaled altimately by the Association to June 7 have 1 on convened to Eurobaseis;
- (b) Time (5) endths after exerct (most per cont of the total number of white (2) that will be operated ultimetally by the Assessories in Phone I have I is convered to burchisein;
- (a) them all the beam (0) that will to persent duly match to the Association in Physics I have been addited, some of them have been convered to Furchasis, and some of the others are true original for rule 1. The base open in the endingly course of budiness or
- (a) When some of the Unit have been converge to Durchasors and some of the others are being constructed of offered for same by the Developer in the stationy cours business, Developer chall be entitled to elect of board one-third (1/3) of the Beard of Administration of the Association so long as the Developer hold. For sale in the ordinary source of business at least time (5%) per control the total number of Units it a Condominum operated by the Association.
- 9.06 Prohibited Actions. So long at the Developer is the Owner of record tills to lay Unit, and Arido that Unit for allo in the ordinary course of basisees, sense of the following action may be taken without approval in uniting from the Developer:
- (a) Assessmental of the Inveloper of a belt teres
- for capital improvements:

 (1) Any action that would be extramental to the capital distributions the Developer; provided, however, that a voltage increase in assessment for Common Extension without



discrimination against the Developer shall not be decord detrimental.

INSURANCE

10.00 Insurance, (other than title insurance) which shall be carried upon the condenimism property, shall be deverted by the following provisions:

10.01 Authority to Furchase. All insurance policies upon the constmitium property shall be purchased by the Association for the benefit of the Association, are in the case of insurance covering demage to the unit hullings and their appurious most also for the benefit of unit expers and their mortragees as their interests may appear. Provision shall be made to the insurance of certificates of inortragee undersements to the mortragees of unit expers. Such policies and engreements themes shall be deposited with the Association. It could not be inference in the first and the following the incommon that incommence overage for personal liability, bence all presents or living expenses of any unit expert but the unit expert may shall need innurance at his owness, but the unit expert may shall need of a nature to affect policies parchased by the Association. Unit owners shall furnish to the Association claims of all insurance policies obtained by these.

10.02 Ceverages.

- (a) Cascalty. All buildings and improvements upon the land and all personal property included in the entwormelences shall be insured in an amount equal to the marious insurable resistences value, excluding foundation and execution costs, as determined by the Board of Lieuwers of the Arnolation. Such coverage thell afford protection against: ') loss or damage by fire and other heards coverage from (2) "All Risks" coverage Special Building Form; and such other risks as from the to time shall be customarily covered with respect to buildings similar in construction, location and use or the buildings on the land.
- (b) Public Distilling Incurance. Sace shall be provided a much encounts and such coverage as may be required by the actor, of threatons of the Association and with cross tial time and comment to indemnify the Association and its medical, journly and severally, for liability to a will owner, but with coverage out less than \$1,000,000.00, 8 agts limit threating.
- (c) Workmen's Composition Policy. To meet the requirements of law.
- (d) Other Risks. Such other risks as from time to time shall be currenarily devered with respect to building similar in construction, lossition, and use as the Buildings or the Lands, including, but not limited to, insurance coverthe flooding to the extent that over the well-lable. The building in the categories to the Unit Owners shall be recorded.

The policies of all state whether the selecting from according to be under which is the enverage of order the enit runcom may insure themselves of the lines of, now, in the line of anomalism flow covering, wall covered an or wall or covering.

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When appropriate and possible, the policies shell waive the incurer's right to: $\label{eq:control} % \begin{center} \end{center} % \begin{center} \end{cen$

(i) subrogation against the Association end against the Unit Owners individually and as a group;

(ii) the pro-rata clause that receives to the insurer the eight to pay only a fraction of any loss if other Ensurance corriers have issued coverage upon the same risk; and

(iii) avoid lightliky for a lose that is caused by an act of the board of directors of the Association, or by a member of the board of directors of the Association, or by one or more that Compara.

10.03 Promiums. Premiums for all insurance shall be a common expense and shall be paid by the Association.

10.04 Prinkings. All presents carbelly expressed policies corebused by the Association shall in for the broaffs of the Association, the unit owners, and their increases may appear and chall previous that all provide covering property losses that he peld to a upperform being both to savings instituted lawing efficient in Florida, as say from time to time be appeared by the Bound of Directors of the Association, which dependences shall be inferred to "Depositors," the duty of the depositors shall be in section such proceeds as an interest and the same for the purposes elsewhere states berein for the heavile of the unit events and their correspond in the following shares, but which chares need not be set forth on the records of the depositors:

(a) Corner idements. Projectors communicated and the control elements are at undivided these common tenth of the condensation, such that being the content of the united short in the common classests apparament to them.

(b) Unity. Proceeds on account of damage to write shall be held if the following individed sharest for the emers of the damage units in present on to the cost of rejuding the damage suffere. By each much cases, which cost shall be determined by the ferician procedure of the Association.

to) Resignates. In the event a mortgages endorsement bet been issued by to a unit, the share of a unit ower shall be held in trust for the certifague and the unit ower as their interests may appear; provided, leader, that no mortgage shell have any right to determine on participate in the determination of the determination

8.65 kind in one of President, proceeds of the same policies received by the separatory Phall by distribute the er for the secretic of the conficual except in the set exists after receiver.

(a) Expresse of teneritory. At expenses of the depository shall be first paid or provisions rate therefore.

(b) Reconstruction or Repair. The durage for which the proceeds are paid in to be required or reconstruction, the remaining proceeds shall be paid by a flag time described on absorbers provided. And the remaining continuous provided hall be distributed to the beneficial expers, a minute confit chall be distributed to the beneficial expers, a minute to unit assert and contagger being major and the second of the confit of any market of a second of any be entired by a contagger.

CALL PLANTS OF THE STATE OF

- (a) Failure to Reconstruct of Popair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed to repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgages being payable jointly to them. This is a coverant for the benefit of any management a unit and may be enforced by such correspond. such mortgages.
- (d) <u>Cortificate</u>. In making distribution to unit-owner; and their recreages, the depositors may rely upon a certificate of the Association made 1; its President and Secretary as to the names of unit ewaers of their respective snares of the distribution.
- 10.00 heredation as Agent. The Association is bereby irrescably appointed acert, with full power or substitution, for a known conserved acert, with full power or substitution, for a known conserved according to the process of the Association, to bridge outer thereon in the pame of the Association and/or other language and deliver releases upon coverents of claims, and to otherwise exercise all of the rights, process and privileges of the Association and each cover of any other insured interest in the Association property as an increase under the Association property.

RECOMPRESSION OF REPAIR AFTER CASUALTY

- il no percent to be not true to Rev. If any part of the Condomin'ter reporty shall be demand by committy, the descript of where they not it chall be reconstructed or remained shall be made in the following times:
- cases a constructed or repaired, that the same shall not be reconstructed or writing, that the unit owners and all institutions better the cases by of the unit owners and all institutions been repaired, in writing, that the same shall not be reconstructed or repaired.

(b) Unit Building.

- therewerent is a unit Tauliding and least them 90% of the armost of incurance applicable to such unit building in accordance is reason of much careaty, then the unit building is accordance is reconstructed and repaired unless all of the owner of all the units and all implantations, contagored within conty (60) dor after cancalty shall egree. In writing, that the same shall not be reconstructed or repaired.
- (ii) Year Description. It the demand opposition is a Unit buildied and The or more of the amount of cannothe insurance applicable to such unit building is forthering by reason of such acqualty, the unit building shell be reconstructed or repaired unions within gixty (f6) cays after easily 55 of the owners of all the units and all leaf lutional mairgages shall reconstructed or repaired.
- (e) Cortificate. The depositors for returnion a certificate of the Armolation made by its Provinces a secretary to develop whether on act the unit current where is provided, have made a decision whether or let to constitute to rep. ().

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 $(1-\epsilon_{\rm eff})^{-1}$, which is the second of the second

- 11.01 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building and improvements; or if not, then according to plans and specifications approved by the Sand of Directors of the Ascockation and if the damaged property is a unit building, by the owners of all decayed units affected, which approvals shall not be unreasonably withheld.
- 11.02 Responsibility. If the damage in only to those certs of units for which the responsibility of maintrained and repair is that of unit owners, then the unit owners shall be responsible for reconstruction and repair ofter essualty. In all other instances the responsibility of reconstruction are repair after casualty shall be that of the Association.
- 1).03 Estimate of Costs. When the Association shall have the respectfullily of reconstruction or repair, prior to the correspond of reconstruction and repair, the constitution shall obtain reliable are detailed estimates of the cost to requir or relation.
- 11.6. Assessments for Pegantiunilen 116 Pepair, including Belt Falldangs. Assessments shift be made against all unit owners 11 amounts sufficient to provide furth for the payment of such sorts. Such assessments shell be in proportion to each of country there in the common windows.
- 11.05 Committee Finds. The lands for the payment of costs for restriction that reprin after associty, which shall consist of the proceeds of costs, bed on the densitory and funds collected by the Americanion from the discussion unit owners shall be dishurred in payment of such costs in the following conner.
- (a) By Mich dola. If the rola, of annocements made of the Association in order to provide funds for the payment of rolers eaction and expert which is the respectibility of the Association of more than Ten Thousand Dollars (310,000.00), then it washs pad once such associatory. In all other cases, the succentric, with the depository. In all other cases, the succentric chall hold the summ paid the such association shall hold the summ paid the such association and repair.
- To beganitary. The processor of insurance collected magneticity and of a caucalty and the some deposited with the magneticity by the Association from collection of accommendation into areas as account of such essently shall constitute a construction fund which the 'end distanced in payment of the contrast reconstruction and rapair in the following manner:
- proceeds represented demands for which the resonable ty of constitution of a constitution of the parties of the seconable ty of constitution of the seconable ty of the seconable the seconable the seconable the seconal seconable the seconal seconable to the seconal seconal
- (2) In contain the most former. If the around of the collecte court of recentivation and expert of the the componentity of the Percentination in Least the Test the manual law, (810,600,600, one of a marketing of fine that the Area ration previded, to every, that over recent a the description of the Area ration previded, to every, that over recent a the description of a structure of the description of the desc

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and the second

rolley the proceeds of which are included in the construction fund, such fund shall be distributed in the manner herositer provided for the reconstruction and repair of major damage.

(1.1) Appositution - Major Damang. If the amounts of the estimated costs of reconstruction and repair which is the responsibility of the Association is 10.00 than Ten Thousand Dellars, (\$10,000,00), when the construction fund shall be disbursed in payment of such costs in the master required by the Board of Directors of the Association and upon approval of architect qualified to practice in Florida and eaployed by the Association to supervise work.

(a) Sirplus. It shall be presumed that the first moneyr dishursed in payment of destroof reconstruction and repeir shall be known inserting proposed. If there is a helance in a construction fund their payment of all costs of the reconstruction and repair for which the func is established, such balance shall be constributed to the beneficial owners of the fund in the manner classehere matter energy, because, that was put of a distributed to a positival expert which is less than the same shall paid by much aware but the construction find shall not be one payable to an energy spece.

(v) Crifflegia. Notwithstanding the previsions forwin, the departity shall now be required (1) to determine whether are not summ paid by unit owners upon agreements shall be deposited by the Association with the depository (2) to determine whether the disburgements from the construction fund at the beupen the color of the Association or upon approval of in archight of a chemist, (2) to determine whether a disburgement is a few made from the construction fund, (4) so determine whether a disburgement is a few made from the construction fund, (4) so determine any other fact of matter surplus and by example, (5) to determine any other fact of matter what have in the disburgement, in the disputation of the Association rade by its fact dark and are raise under a construction, the Association rade by its fact dark and are raise under the any of the Association and continuation of the proof of the Association and the income the construction and the meant to be called provided that have the construction and the mount to be called provided that have a rectagage is berein received to be named as large, the depository shall also made the mortgages an payor; as further evolved that when the Association, or a mortgage which is the material in the construction that, as required, the approval of the manufaction are described in the construction that, as required, the approval of the Normination.

COLDUNATION

13.00 Deposit of awards with Insurance Trustee. The state of Pengarry Dy condemnation shall be decided to be proceed: and the awards for that taking the life decided to be proceed: a insurance on account of the a statey and thall be deposited with the linuspace Trustee. Even if with the tweets may be payable to Unit Course, the Unit Course, that the event of feither to do so, in the appropriate function of the bound of directors is the Association, a special Association for the made appared to defaulting Unit Course in the association of the awards of his award, so the amount of that event shall be seen of against the number of course the number of against the number of the award shall be seen of against the number of the reade payable to that where.

The first property of the results of the first property of the determinant of the marror of the first determinant of the marror of the first determinant of the marror of the first determinant of



Experience of the second section of the second

casualty. For this purpose, the taking by condernation shall be deemed to be a casualty.

12.02 <u>Disbursement of Funds</u>. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessmentr will be deemed to be Property and shell becomed and distributed in the manner provided for insurance proceeds if the Condominium is terminated after a negualty. If the Condominium is not terminated after condemnation, and the size of the Condominium will be reduced, the excess of condemnad Units will be made whole and the Property decaded by the taking will be made useable in the manner provided, infer. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the timeser provided for disbursement of funds by the Insurance Trustee efter a casualty.

12.03 Taking of Common Bloments other than Unit Buildings. Iwards for the taking of General Bronents other than unit buildings shall be used to make the invairing provint of the common Bloments usable in the sanner approved by the beind of the traction time has a classical provided, that if the common of the work shall exceed the believe of the funds from the averals for the texing, the work shall be approved in the momen, elsewhere required for further ingrevement of the Common Bloments. The believe of the awards for the taking of Common Pleasata, if any, thall be distributed to the Unit Owners in the flares after adjustment is required pursuant to < 10.04 and < 10.05, named. If there is a mortgage of a Unit, the distribution shall be paid jointly to the owner and mortgage as of the Unite.

12.04 Amendment of Declaration. The changes in Units, in the Occurs Elements and in the evacuation of the Common Elements that are affected by concennation shall be evidenced by an appropriate of the Declaration that need be approved only by a capably of all of the directors of the Especiation.

PERSONAL LUARITATY LIPITATION.

13.01 The liebility of the even of a unit for common expenses shall be limited in the mounts for which he in ascessed from the to time in account with this Declaration.

13.62 The common of a unit shall be one personal liability in any damages caused by the Association on or in connection with the use of the common elements. A daily constraint shall be liable for injuries or damages resulting from the constraint his community to the common extensional degree that the result of a time would be liable for an accident accurring within his however.

PESTPICCIONS

tains at a collowing restriction whill be applied to and communication with the land of the Condemisium.

14.01 Penidential No.. The Condesirium present, shall be for residential use only. Be structure shall be constructed upon the leads other than only buildings or alles structures branded for residential use and appurenances thereto. Fach unit shall be accupied only by a single feedly, its represents and ments or a residence. No unit may be divided or subdivided into a smaller unit et any persion there i relater attractored without first amendical into Declaration to seek the three in the unit to be arrected thereby.

14.67 intermees. No nuisance shall be allowed upon the Concentiative property, nor ony own or plantice which in the source

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of nuisances to recidents or which interferes with the peaceful possession and prior use of the property by its residents. All parts of the Condoninium property shall be kept in a clean and sanitary condition and no rubbies, refuse nor carbage allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or rake any use of the common clements which will increase the rate of insurance upon any part of the Condoninum property. the Condominium property.

14.03 Lawful Cov. No immoral, improper, offensive or unlawful use Thail he made of the Condominium property or any part thereof. All valid laws, sorting ordinates and regulations of all governmental bodies basing jurisdiction thereof shall be observed.

14.04 Signs. No "For Sale" or "Its Gent" signs or other displays or advertising shall be maintained or permitted on any part of the common elements or units. The right is reserved to the Developer to place "For Sale" of "For Bent" argue in connection with any ansale or unequal displays it may from the to time own. The same right is reserved to any institutional first mortgage originally given to ar institutional first mortgage which may become the owner of a unit and to the Association as to day unit which it may own.

14.65 Interior Appearance. No clothes, sheets, blankets, learnery of any kind, of other process shall be bung out or expended from any part of any unit of common elements shall be kept from and their of rubbish, debris and other unnightly meterial. There shall be no kepting by unit owners or learners of any chair, tables, benches or other articles up, any common element except limited Common Elements. Notring shall be bung or simplayed on the outside walls of a unit willding as no awainer, company, chade, window quard, ventilator, fan, air conditioning device, radio or television entended may be affixed to an page on upon the exterior wait or roof of any unit there if the state of the page of consent to the Association.

Declaration.

14.67 Perm. Pota shall not be peculified, enough that small beaucheld peta may be permitted subject to reasonable requisitions adopted by the based of Clauborn of the Association.

14.08 Corporate Ownership of Units. Corporate a sern, then then bewelper, their day permit the use of their Unit by its printing difference directors or other quests, provided, however, that such expenses owner chall sign and deliver to the Association a written of second designation the name of the party or particle entitled to are such Unit, and including provisions in favor of the Association, whereby such party or particle agree to comply the age time of provisions of the Declination and extended the test of the Association of the provisions of the Declination and extended that the party of a particle wight to accompanies that the party of a particle wight to accompanie to the permitted of the Association in the provision of the Association in the provision of the Association in the permitted where the corporate given particle to the accordance of the Association in the party of the Association in the companies of the Association in the party of the companies of the Association in the companies of the Association in the long title as the torus and provisions of the Declination of the long titles, or for

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Created By: LaVia Fulmore Printed: 3/28/2016 9:12:43 AM

any other reason, the corporate owner shall forthwith deuse such upon to be removed, failing which, the Association, as agent of the owner, may take such action as it may deem appropriate to accorpite the removal of such upon, and all such action by the Association shall be at the cost and expense of the owner which shall reimburse the Association therefore upon demand, together with such attorneys' feed as the Association may have incurred the detects.

14.09 kegulations. Programble regulations conscraing the use of the Condominium property may be made and emended from time to time by the Board of Directors of the Association.

LIMITATIONS UPCT TRANSFER

15.00 Editerrong of Community Interests. In error to maintain a community of congenial residents and thus proteet the value of the units, and in order to assure the tinancial oblility of each coin swhere to pay assessments much against him, the transfer of maint by any owner other than the developes whall be subject to the tellowing provisies of long as the Condemnium exists, which provides each owner observes to observe:

(a) Providers Subject to Approval.

- (i) Sale or lease, he unit owner may dispose of a unit or any interest therein by sale or lease for a period of more than thirty (36) consecutive days without appropri of the Association, unless such transfer in to the owner of another unit.
- (ii) diff, hereto or theritage. If any unit comer shall acquire his title by gift, devise or inheritance, the continuous of his expectable of his expectable to the approval of the Association.
- (h) Approval to transferion. The approval of the Approvaliation which is required for the transfer of ewnership of units shall be obtained in the following manness

(i) Motico to Association.

- cale of his unit or any interest therein that once a color of his unit or any interest therein shall give to the ference from modice, if outling, if such invention that there with the name and address of the intended furchaser at a such other information concerning the intended furchaser at a laboration may reasonally results. Yell notice, is no unit named to option, any include a community of notice, as no unit named to option, any include a community of the intended in the intended to the intended to the interest of the option of the control of the cont
- (ii) Approval of Comparate Comer of Perchaser. If the unit owner or purchaser of our unit is a compract of the approval of owner-bip by the comparation may be conditioned by confiring that all persons occupying the unit be often approved by the Association. The Association may be regulation, require a comparate owner to designife on some than two (2) returned persons who, tenather with their invities, recorded, and amounts may eccury the unit; such origination to charge in rare frequently than itsually. The Association may probable occurance by non-degraphed present.

and the same of the

(c) <u>Disapproval by Argodistion</u>. If the Association shall disapprova a transfer or ownership of a unit, the matter shall be disposed in the following manner:

(i) Sale. If the proposed transaction is a sale and if the notice of sale given by the unit owner shall so demand, then within sixty (60) days after receipt of such notice and information the Association shall deliver or mail by cortified or registered shall to the unit owner an agreement to purchase by a purchaser, being offer the Association or a person approved by the Association, who will purchase and to when the unit owner must sell the unit upon the following terms:

a. At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell, shall be the fair market value decorated by inhitration in corordance with the then existing rules of the American Alliveriation Association, except that the arbitrator, shall be two agreement Arbitration Association the shall bese their the American Arbitration Association the shall bese their and a judgment of specific performers of the male upon the award rendered by the arbitrators may be entered in any court of connected invisionistics. The expense of the arbitration shall be paid by the purchaser.

b. If the purchaser shall also the purchase at the price shall be paid in cash; if the purchaser shall elect to purchase at the fair market value determined by arbitration, the purchase price shall be paid in cash.

c. The rate shall be closed within thirty (30) days after the delivery or mailing of raid agreement to purchaser, or within sixty (60) days after the determination of the sale price is such in by arbitration.

d. If the Association shall fail to purchase or provide a purchaser upon the decord of the unit cancilly the cancer provided, or if a purchaser furnished by the Association chill default in his agreement to purchase, the proposed transaction chill be deemed to have been aucrous and the association chill rurnish a certificate of approval an elsewhere provided.

leade, the unit warr shall it adviced of the disapproval in writing, and the 'case shall not be made.

(iii) city begins or inheritary; Other Trinters, if the all owner civing notice has equived his fill by gift, device a inheritance, or is one other manner, ther within sixty (Or also refer inceint from the unit owner of the notice and information required to be furnished, the Armediatur thall deliver or neit by correlated a technical rail to the unit awar on agreement to parabose by a paraboser, being either the Armediature or a person who will purchase and to whom the unit event must self the unit upon the following terms:

o. The core price whill be the fair method value decommend by accomment between the soller and purchaser within sixty (60) days fire the delivery or mailter of adjugreement, and in the absence of agreement as to prize, it shall be determined by arbitration in accordance with the three chilling calls of the American Architecture function, though that the arbitrator shall be two approximate the live of the American



 $(x_{i+1}, x_{i+1}, \dots, x_{i+1}) \in \mathcal{C}_{i+1} \times \mathcal{C}_{i+1}$

Arbitration Association who shall base their determination upon an average of their appraisals of the unit. A judgment of specific performance of the sale upon the associate rendered by the arbitrators may be entered in any court of competent jurisdiction. The exposure of the orbitration shall be paid by the purchaser.

- b. The purchase price shall be paid in each.
- c. The sale shall be closed within sixtu(50) days following the determination of the cale price.
- d. If the Association shall fail to purchase or provide a purchaser as it can required, or if a purchaser furnished by the Association shall default is his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to neve been approved, and the Association of the susception according to a continuous according to the susception of the su
- (d) Mortgarg. We unit owner may merbore his unit of any interest therein without the approval of the Association empey to an institutional mortgage or a Unit Selver. The operaval of any other northwayer may be upon conditions determined by the Association or may be arbitrarily withhold.
- to) Exceptions. The largeoing provision of the section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by an initiational mortgage which acquired for title as the scale of amoing a mortgage upon the unit denormed, and this full be to whether the rule is acquired by deed from the mortgage or him amoresor in title or through foreclosure proceedings; for shall such travisions apply to a transfer, sale or lease by the institutional contrasted which so acquires its title; nor shall such invisions apply to a transfer to me a purchaser by the Dowleper or a transfer, sale or lease by the Dowleper or a transfer, sale
- (f) Separation of Interests. A sale of a unit shell include all of (b^2) appuriousness and appuriousness may not be sold apparate from a wit.
- (a) <u>Unauthorized Transactions</u>. Any cole, portugue or leave which is not authorized pursuant to the terms of this Declar-tion shall be void unless submemberly approved by the

(h) Motion of Lion or Suit.

- (i) <u>Bodies of Lien.</u> A writ owner shall give notice, in writing, to the Association of every lien upon his unit other than for permitted cortgo, a taxes and special assessments within five (5) days after the according of the lien.
- notice, in writing, is the Ascellation of owner shall give proceeding which may after the title to it unit, such action to be given within five (5) days after the unit owner received knowledge thereof.
- (iii) Mailure to Christy. Failure to comply with this submodular concerning Very will out attent the welldly of any judicial rate.
- (i) Purchase of Entrolly Accountion. The Association shall have the power or sweeting units, online to the relieute provisions.



- 19 -

(i) <u>Decision</u>. The decision of the Association to purchase a unit shall be ende by 51% of the unit owners, except as elsewhere provided in this section.

(ii) Rights of Developer. Notwithstanding anything herein to the contrary, until 755 of the units are sold by the Developer, in each case where the Association shall have the right to purchase a unit or find a purchaser by reason of its refusal to approve a make or transfer, the Developer shall have the right of first righted to purchase each unit for itself upon the same terms and conditions available to the Association.

COMPLIANCE AND DEFAULT

- 16.00 <u>Compliance and Default</u>. Back Unit Owner and the Association shall be governed by and shall comply with the terms of the Declaration, the Articles of Incorporation of the Association, the By-laws, and the Boulations, I as ray be association time to time. The Association and Prit terms shall be entitled to the following relief in addition to the remote provided by the Act:
- 16.0° <u>Regligeros</u>. A Unit Owner shall be liable for the expense of any maintenance, repair, or replacement made access by his rectificate or by that of any marker of his family or him or then guests, employees, agents, or lessens, has only to the extent that expense is not met by the present of insurance carries by the Association.
- It.63 Costs no Attorneys! Poss, to any proceeding arising because of stalleged failurs of a thic tweeter the Arseciation to comply with the requirements of the Act, the Destruction, the Articles of incorporation of the Act, the Destruction, the togetations, all as may be amended from the to the Articles of the Proceeding and such reasonable attorneys teal and may in availed by the court, including appointant attorneys teal.
- 16.03 Kn Waiver of Rights. The Calture of the Association or any Unit Owner to enterose any covenant, restriction, or other provision of the Act, the Deglaration, the Articles of Incorporation of the Association, the By-1 was or the Resolutions shall not constitute a waiver of the right to do so the reffer.

AMUSEDMENTS

- 17.06. This Declaration and the Artholes at Incorporation and By-Laws of the Association may be spended in the tellowing Marmott
- 17.01 Notice. Making of the subgreat man of a proposed consideral shall be isolabed in the notice of ever entire it ships proposed amendment is considered.
- 17.02 Posolution. An arrangement may be prepared by either the Board of Directors or 1, four (4) of the unit expers. A resolution adopting a propose to expersent must bear the expers. A resolution adopting a propose to expersent must bear the expers of the Association by see of Lallot. Unit exercise not product at the meating considering the amendment, may copt by their approval, it writing, given before such account, the exercise continues of the Experiation to execute such account of the sample required for the execution of a decount are more fixed to the public records of St. Johns County, Florida, and such amendment himly be effective.

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17.03 Aurenment. In the alternative, an americant may be made by an agreement signed and acknowledged by all of the record owners of units in the Condominium in the manner required for the execution of a deed. Such amendment shall be effective when recorded in the public records of St. Johns County, Plorida.

17.04 Ey Developer. Notwithstanding paragraphs 17.00 - 17.02 the Developer may change the configuration or size of a condominium unit in a material fashion if necessary to effect the general plan of this Declaration of Condominium without consent of the Association or any unit owner not ther under contract to purchase.

TERRITATION

18.00 This Condominium may be terminated in the inflowing manner:

19.0: All of the unit owners may remove the Condominius property from the provincions of this Declaration by an incomment to that offect, duly recorded, provided that the belong of all liens affecting and of the Condominius percent consent thereto or agree, in either case, by instruments duly recorded that their liens be transferred to the undivided there of the unit owner.

18.02 Upon removal of the Condominium projects from the provisions of this Declaration, the Condominium property shall be deemed to be owned in common by the unit common. The uncivided share in the property owned in common by each unit owner shell be as in Exhibit C.

18.03 After termination of the Condominium in any modes, the liens upon Condominium parcels shall be upon the relative undivided shares of the ewners as tenants in domain.

MISCELLANEOUS

19.00 Picaellaneous. The following miscellaneous provisions shall be applicable:

19.01 Compounts Runging with the large. All reserves of the Condoninium Deciments shall be conserved to be constant curning with the Property and with noting part the effect therein, including, but not limited to, every Unit and the appurtonences thereto, and every Unit of the appurtonences thereto, and every Unit of the Property or one part there to a interest therein, and his heirs, executors, administrators, personal representatives, successors, and arrights made the bound by all of the previsions of the Condoninium Decuments.

19.02 Fights of Develops Assignable. All rights in favor of beveloper very code in the Condentisium Documents are forcely transferable and resignable, in whele or in part, by Daveloper and may be freely exercised on entered by the assigner, transferer, or successor in interest of Developer, including, but not limited to, the purchaser of beveloper's interest at a receiving sale, or the entity into thich Developer ray be needed, provided, bewever, that purchasers of individual condensities units shall not be construct as transferers or assigneess of the Developer.

19.03 Disconliftention. Developer, as a common the Association, shall not be required to disqualize interior of any vote which may even before the membersals of the Association and any other entire is which bovel pur may like a possibly of either interest.

- 19.04 Severability. The invalidity, is whole or in part, of any coverant or testriction, or any section, subsection, sentence, o't se, phrase, or work, or other revision of the Beularution, the Articles of Incorporation of the Association, the By-Laws, and the Regulations of the Association shall not affect the validity of the remaining partions.
- 19.05 Notice. Unless otherwise specifically provided for heroin, all notices referred to or required heroin must be given by writing by certified nail. Such notices shall be decree given for purposes hereof when postported and when addressed as college.
- (a) As to Unit Owners and Belders of Worigages on Luits (Including Institutional Lenders). To the address reflected on the rosters and other records maintained by the Association.
- (b) As to the Association. To the effice maintened at the Condominist.
- 19.06 Paragraph Bondings. The programs haddings continued in the Publication are for reference purposes only erd while the in one way affect the meaning, content, or interpretation needs.
- 19.07 Time of Essence. Time is of the essence of the declaration.

19.63 Construction.

- (a) The provisions of the Derlaction shall be liberally construed so as to effectuate its purpose of creating a uniform plan of Condomnium ownership.
- θ) The Declaration shall be construct under the laws of the State of Plorida, regardless of where it was have but executed or delivered.
- (c) whenever the context requires or permits, the vector pland shall include the singular, the ringular confluent, and the use of any order shall be account to include all menders.

PRACE FRANCES . NY

- 20.00 Phase Downtoppens. The Declaration of Accomminum rubaits only Phase Governo to responsible ownership. The land thereby cubmitted is at ted on Exhibit. "A" and is graphically identified with other acticipated phases in Exhibit B-1 through
- 20.01 Antorpated theres. Though not required to do so, the developer anticipates up he chall submit one more phase (Two) to this condemnation overcrafts.
- 20.02 Anticipated many Lagur. The developer interest to devete additional time describes as "Phone Wes" to be considering according to Phone Two constructed, such by well be used for the construction of time additional residuational, substimitably identical to these constructed in Phase Sec.
- 19.() this, the number and occurs via of units to be included in Nach protes to as shown in Exhibit, but through Pa2; the except place constituted if exactly after 19. a first of identical size and suffiguration of these One. Form with an approximately 1,400 ergs to feel in size.

20.04 <u>Percentage Ownership</u>. As phases are completed the percentage of ownership of common elements per unit shall be as follows:

Phase Complete

Resulting Percentage

	Ownership Per Unit
One	Unit numbers: 101, 201, 103, 203, 11.3034%
	Unit numbers: 102, 207, 302 10.72643
	Unit rumber: 301, 303 11,3056%
Ore and Two	Unit numbers: 101, 201, 103, 203, 101, 204, 106, 206, 3.65.7e
	Unit numbers: 102, 202, 302, 105, 305, 305, 5.36329
	Un' numbers: 301, 303, 304, 306 5.6518%

20.05 Proceeding Area and Pacilities. No additional recreational long or lacilities will be constructed as a result of the construction or Phase Two.

20.06 (charable Vote. The combership vote in the essociation a tributable to each tributable to each phase is one. The expectation of tributable to each unit observes as each those is committed to condemnium expectation and expressed as a percentage, is as stated in paragraph 20.04 hereof.

IN WITNESS WHEREOF, SEE-HAY, INC., a Floride Corporation, has caused this instrument to be executed in its more by its authorized general partner the day and year first above written.

Signed, scaled and delivered in the presence of:

CEE-PAY, INC., & Florida Corporation,

no the second of the

ATTEST: Cheery 1. Tupper

(CORPORATE SIAL)

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STATE OF KENTUCKY COUNTY OF FINANCE

The foregoing instrument was acknowledged before me this //Cday of _______, 198_, by _______, as / Pravident and Secretary, respectively, of SEE-RAY, INC., a Florida corporation, on behalf of the corporation.

My Commission Empires: 2011 1/1/89

CONSERT OF MURTGAGEE

PLORIDA NATIONAL BANK, as Mortanged of the property described in this lectaration of Condeminium of GDB-RAY ABORD, a Condeminium, hereby conserts to the execution end recovering of this Declaration.

PROBIDA NATIONAL BANK

STATE OF PLORIDA

COUNTY OF ST. JOHNS

Before me personally appeared to the tree well known to be the to me well known to be the Noticeal Bank, a Florido Corporation, the colporation named in the torogoing instrument, and known to me to be the primar who as such officer of such corporation executed the same; then and there the said Lindbunka Lindel acknowledge before see that said instrument is the free bett and seed of said corporation by him executed as such officer for the purposes therein expressed; that the seal thereunto attached is the corporate seal by him in like capacity affixed; all under sutherity in his duly vested by the Evert of pirectors of said corporation.

Tions, 1987.

Potary Public State of Florida at Lurge My Commission Expires:

1. 1 2" The OF FIRMIDA

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EXHIBIT "A"

LEGAL DESCRIPTION

SEC-RAY SHORES

PHASE ONE

A parcel of land in part of Lot 2 and all of Lots "A", "E" and "F" and part of vacated alley in Block 2, Chartaugea Boach Subdivision as recorded in Map Book 2, Page 5, Public Records of St. Johns County, Florida, said parcel of land being more fully described as follows:

Beginning at the northeast corner of said Lot "F"; thence south 1 degree 42 rigues 13 seconds wost, on the east line of said lots "F" and "E" and on the east end of raid alley, 100.50 feet; thence north 88 degrees 33 minutes 47 seconds west, on the center of said alloy, 150.00 feet; thence south 1 degree 42 minutes 13 seconds west, on the south line of said alloy, 18.00 feet; thence north 1 degree 42 minutes 13 seconds west, on the south line of said alloy, 18.00 feet; thence south 1 degree 42 minutes 13 seconds east 108.00 feet; thence south 88 degrees 33 minutes 47 seconds east, on the sorth line of said block 2. A distance of 168.00 feet to the print of beginning.

TOGETHER with a non-exclusive easement for placement, construction, maintenance and repair of sanitary sewer lines and lift station ever and across the following described parcels:

A strip of land 10 feat in width in a vacation of loven the southerly side of Lots 2 and 6, Ploch 2 and in a 25 feat width vacated allow on the west side or raid Lot 4 in Chautauqua Beach Subdivision as recorded in Mep Prok 2, Proc 3, Public Records of St. Johns County, Florida, said strip of land being more fully described as follows:

Commencing at the northeast corner of Lot 3 of said 3lock 2; thence south 1 degree 42 ninutes 12 seconds west, on the east line of said 15 feet width whated alley, lesse feet; thence south 38 degrees 33 minutes 47 seconds east, or the south line of said vacated alley on the south line of said vacated alley on the southerly side of fots 2 and 4, a distance of 20.0% for the two point of beginnings thence north 1 degree 42 minutes 11 exceeds east 10.00 feet; thence south 1 degree 33 minutes 17 of code east 27.00 feet; thence south 1 degree 42 minutes 13 seconds west 10.00 feet; thence north 38 degrees 33 minutes 47 seconds west, on said south line of alley on the southerly side of Lots 2 and 4, a distance of 87.00 feet to the point of beginning.

and also

A strip of lend 10 feet in width in a 25 feet width vacated alley on the west side of Lot 4, Block 2, Chautouqua Beach Subdivision as recorded in Map Book 2, Lose 5, Public Becords of St. Johns County, Florida, said strip of land being more fully described at follows:

Beginning at the northeast corner of let 3 of a 2 block 2; thence south 88 degrees 33 minutes 47 becomes exit, in the north end of said vectoriality, 10.06 feet; themes will 1 degree 42 minutes 13 accounts wist 88.00 feet; thence north 5 degrees 13 minutes 47 seconds west 10.06 feet; thence north 5 degrees 42 minutes 13 coordinates, on the west line of said vectorial alley, 88.00 feet to the point of beginning.

and oiso

A paracl of land in the 25 foot width was red alley in block 2, Chautauqua Beach Subdivision on control of Map Book 2, I age 5,



Public Records of St. Johns County, Florida, more fully described as follows:

Commoncing at the northeast corner of Lot 0 of said Block 2; thence south 1 degree 42 minuter 13 seconds west, or the week, line of said alley, 88,00 feet to the point of beginning at the northwest corner of the herein described parcel of land; thence south 88 degrees 33 minutes 47 seconds east 20,06 feet; thence north 88 degrees 33 minutes 47 seconds west, on the westerly extension of the south line of a vacated alley on the routherly wide of Lots 2 and 4 of said Block 2, a distance of 20.00 feet; thence north 1 degree 42 minutes 1.1 seconds east, on said west line of 25 feet width vacated alley, 20.00 feet to the point of beginning.

AND SUBJECT to a non-exclusive easement for placement, construction, repair and maintenance of manitary sewer lines over and across the following described parcels:

A strip of land 10 feat in width in Lots 2, "A" and "F" and in the 15 feet width excated alloy on the southerly size of Lete 2 and 4, block 2, Chautanana Peach Subdivision as recerted in Map Book 2, Page 5, Public Records of St. Johns County, Planida, said atrip of land being more full, described as follows:

Commencing at the sorthwest corner of raid but "f"; theree north 88 degrees 33 minutes 47 movemed year, on the north line of raid Block 2, a historic of 79.00 feet to the point of locining; thence south 1 degree 12 minutes 13 seconds west 30.00 feet; thence north 82 degrees 13 minutes 47 mescads west 39.00 feet; thence south 1 degree 42 minutes 13 seconds west, on the south line of raid vacated hiley, 10.00 feet; thence north 28 degrees 13 minutes 13 seconds wost, on the south line of raid vacated hiley, 10.00 feet; thence south 88 degrees 32 minutes 13 mescads cast 108.00 feet; thence south 88 degrees 32 minutes 47 seconds cast 89.00 feet; thence south 88 degrees 32 minutes 47 seconds cast 89.00 feet; thence south 88 degrees 32 minutes 47 seconds cast 89.00 feet; to the point of beginning.

Parter and

A parcel of laid in part of laid 2, all of Dot 4; in part of a vacated alloy on the southerly side of a dd Lots 2 and 4, and in part of a 2% foot width vacated alley on the west triber 1 Lot 4, all in Block 2, Chautangus Boach Phonivinion as represent to map Book 2, Page 5, Fublic Reporter of St. Johns County, Florida, said parcel of land being more fully described as follows:

Commenting at the northeast corner of Lot "F" of said Block 2; thence north 58 degrees 31 counter 47 seconds west, on the north line of said Block 2; a distance of 168,00 feet to the pair" of beginning at the certheart corner of the herein described parcel of land; thence south 1 degree 42 minutes 13 recends west 108.00 feet; thence north 88 degrees 23 minutes 47 seconds west, on the south line of caid allow on the southerly side of Lote 4 and 4 and across said 25 foot width alloy, 107.00 feet; thence sorth 1 degree 42 minutes 13 seconds cast, on the wort line of said allow of second section width alloy, 107.00 feet; thence south 93 degrees 33 minutes 47 seconds cast, on said north line of Block 2, a distance of 100.00 feet to the point of becoming.

SUBJECT TO a non-exclusive easement for placement, construction, maintenance and repair of manitary sewer lines and lift station over and across the following described parcols:

A strip of land 10 feet in width in a consist alloy on the scutherry side of Lots 2 and 4, black 2 and in a 25 feet width vocated alloy on the west side of said Lot 4 in Charitagua Bouch Subdivision on recorded in Map Bock 2, Pale 5, bublic Pecceds of St. Johns County, firside, said strip of land leng more forty department of them.

Commencing at the northeast corner of Lot 8 of said Block 2; thence south 1 degree 42 minutes 13 seconds went, on the east line of said Lot 8 and the west line of said 25 foot width vacated alloy, 108.00 feet; thence south 88 degrees 33 minutes 47 seconds east, on the south line of said vacated alley on the southerly side of Lots 2 and 4, a distance of 20.00 feet to the point of beginning; thence north 1 degree 42 minutes 13 seconds cast 10.00 feet; thence south 88 degrees 33 minutes 47 seconds east 57.00 feet; thence south 1 degree 42 minutes 13 seconds west 10.00 feet; thence south 1 degree 42 minutes 47 seconds west, on said south line of alley on the southerly side of Lots 2 and 4, a distance of 87.00 feet to the point of beginning.

and also

A strip of land 10 feet in width in a 25 foot width macated alley on the west side of Let 4, Block 2, Chautauqua Beach Subdivision as recorded in Map Book 2, Page 5, Public Records of St. Johns County, Florida, said strip of land being more fully described as follows:

Reginning at the portheast corner of Let 8 of said Block 2; thence south 88 degrees 33 minutes 47 seconds east, on the north end of said vacated alley, 10.00 feet; thence south 1 degree 12 minutes 13 seconds west 88.00 feet; thence north 88 degrees 33 minutes 47 seconds west 10.00 feet; thence north 8 degrees 33 minutes 13 seconds west 10.00 feet; thence north 1 degree 42 minutes 13 seconds east, on the west line of said vacated alley, 88.00 feet to the point of beginning.

who alan

A purpool of land in the 25 foot width vacated slicy in Block 2, Chauthugua Beach Subdivision as recorded in Map Book 2, Page 5, Public Percords of St. Johns County, Plonica, more rule described as follows:

Commencing at the northese corner of Lot 8 of caid Block 2; thence seach 1 degree 41 minutes 13 seconds west, on the west line of said alley, 88.00 feet to the point of hadronese it the northwest corner of the merein described parcel of land; thence south 88 degrees 33 minutes 47 seconds east 20.00 feet; theree south 1 degree 42 minutes 13 seconds west 70.00 feet; theree north 88 degrees 33 minutes 47 seconds west, on the vesterly extension of the nouth line of a vacated alley on the southerly side of lose 2 and 4 of raid block 2, a distance on 70.00 feet; thence north 1 degree 42 minutes 13 seconds east, on said west line of 25 feet width vectod alley, 20.00 feet to the point of Leginning.

TOGETHER with a non-exclusive easement for placement, construction, repair and maintenance of smallery seven lines over and acrear the following described parcel:

A strip of lead 10 foot is width in Lets 7, "A" and "F" and in the 15 foot width vacated alley on the acarber's side of Lots 2 and 4, Block 2, Chantagens Beach Subdivanier in recorded in Mapack 2, Page 5, Public Records of St. John. Commy, Florida, said strip or land being were fully described as follows:

temperating at the northeast corner of said Lot "F"; thence north 88 degrees 33 minutes 47 seconds west, on the texth line of said Black 2, a distance of 79.00 feet to the point of beginning; thence south 1 degree 42 minutes 13 seconds west 10.00 feet; thence north 05 decrees 33 minutes 47 seconds west 79.00 feet; thence south 1 degree 42 minutes 13 accords west 98.00 feet; thence north 86 decrees 31 minutes 47 seconds west, on the south line of said thence alley, 16.00 feet; thence north 1 degree 47 minutes 13 accords east 108.00 feet; thence south 88 degrees 33 minutes 47 seconds east 83.00 feet to the point of beginning.



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CEPTIFICATION OF SUBSTANTIAL COMPLETION

I, LOREN N. JONES, hereby certify that construction of the improvements delineated in the foregoing site plan dated January 29, 1985 are substantially complete and such is an accurate representation of the location and dimension of the improvements.

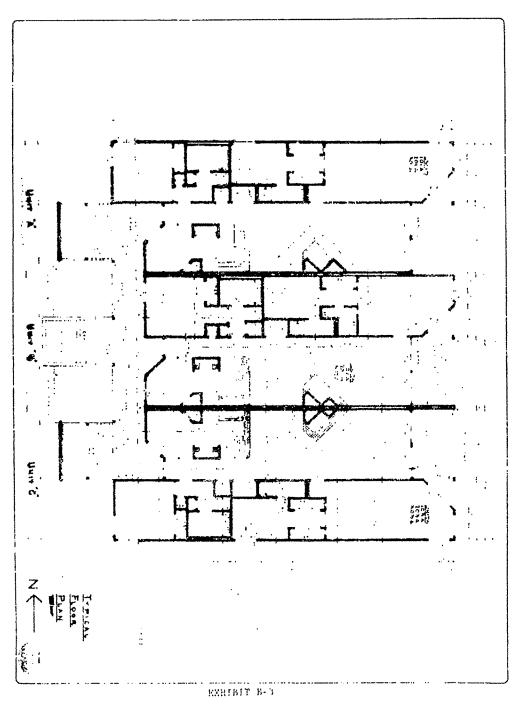
Registered Surveyor #894

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EXHIBIT C

PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF COMMON EXPENSES

SEE-PAY SHORES (a Condominium)

PHASE ONE ONLY

Unit number:	Percentage Ownerable
101, 201, 103, 203,	11.3054
102, 202, 302 301, 303	11.30369
SHASE ONE AND	THE
101, 201, 103, 203, 104, 204,	
106, 206,	5,65174
102, 202, 302 105, 205, 305	0.360.
301, 303, 364, 306	5.65184

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Bepartment of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of SEE-RAY SHORES CONDOMINIUM OWYER'S ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida. filed on June 12, 1986, as shown by the records of this office.

The document number of this corporation is N15362.

Given under no hand and the Great Seal of the State of Plorida, at Callahassee, the Capital, this the 12th davot June, 1986.



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ARTICLES OF INCOMPORATION OF

SEE-RAY SHORES CONDOMINION OWNER'S ASSOCIATION, INC.

The undersioned, by those Articles (hereinafter sometimes referred to as the "Articles"), associate themselves for the purpose of foreing a Florida corporation under Chapter 718, Florida Statutes (1984), and certify as follows:

ARTICLE 1 - NAME

The name of the corporation shall be SER-RAL SHORES COMMONIATION OWNER'S ASSOCIATION, INC. (hereinafter sometimes referred to as the "Association").

ARTICLE 2 - PERPOSE

The purpose for which the Association is organized in to provide an entity as required by and purposet to Chapter 719, Florida Statute (1984) thereinafter sometimes referred to an the "Act"), for the operation of a Condominium known as SEE-FAY SHORES, condominium, thereinafter commetimes referred to an the "Condeminium"), located on the property described in the Declaration of Condominium which has established or will establish the Condominium (hereinatter sometimes referred to as the "Frequency"). The Corporation is to be a Now-Fer Profit Corporation as defined in Chapter 617, Florida Statutes.

ARTICLE 3 - POWERS

- 3.1 <u>General.</u> The Association shall have all of the common law and statutory powers of a Florida corporation under the loss of Florida that are not in conflict with the terms of these Articles or the Act.
- 3.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act, and all of the power and duties reasonably accessary to operate the Condominium pursuant

- 1 -

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to the Declaration, as it may be amended from time to time, including, but not limited to, the following:

- (a) To make and collect associaterts against members as Unit Owners to deiray the cost and expenses of the Condominium.
- (b). To use the proceeds of asserbments and charges in the energise of its powers and duties.
- (c) To buy or lance both real and personal property for Condominium use and to sell or otherwise dispose of property so computed.
- (d) To maintain, repair, replace, and operate the Property and property acquired or leased by the Association for use by Unit Owners, and to establish reserves for such maintenance, repair, and replacement.
- (e) To purchase insurance upon the Property and insurance for the preloction of the Association and its members as Unit Owners.
- (f) To reconstruct and repair improvements ofter casualty and to construct additional improvements of the Property.
- (g) To make and amend reasonable regulations respecting the use and appearance of the Experty in the Condeminion thereinafter Bonetians referred to as the "Degulationer"); provided, however, that regulations concerning exterior appearance of the property and buildings thereupon and their amendments shall be approved by not less than 75% of the votes of the entire membership of the Association before they shall become effective.
- (h) To approve or disapprove the leasing, transfer, mortgoing, ownership, and powership of Units as may be provided by the beclaration and the By-baws of the Association (hereinafter sometimes referred to us the "By-Laws").
- (i) To enforce by legil mount the provisions of the Act, the Declaration, these Act clos, the By-thes, and the Regulations for the use of the Property in the Condominium.
- (i) To contrast for the encomponent or operation of portions of the Common Elements succeptible to separate measurement ϵr operation and to went leases of these portions for thre purpose.

- 2 -

- $\left(h\right) .$ To amploy personnel to perform the services required for proper operation of the Condominium.
 - (1) To contract for the services of an Insurance Truntum,
- $\mbox{(m)}$. To exercise any and all rights granted to the $\mbox{\it bssociation}$ in the Declaration.
- (n) To acquire, own, operate, and promulgate rules and regulations pertaining to the operation of recreational facilities for the use and benefit of the Condomisium.
- 3.3 Ownership of Units. The Arrogation shall have the power to purchase, hold, leade, mortgare, had convey Units as not forth in the Declaration and any Unit so purchased, held, leased, mortgaged, or conveyed shall be held, leased, mortgaged, or conveyed in the name of the Association.
- 3.4 Condominium Property: All funds and the titles of all property acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration, these Asticles, and the By-Jawe.
- 3.5 Distribution of Income. The Association shell make no uncarned distribution of income to its numbers, directors, or officers, in a manner not consistent with distribution pursuant to the Declaration.
- 3.6 Limitation. The powers of the Association of the subject to and shall be exercised in accordance with the provisions of the beclaration and the By-Laws.

ARTICLE 4 - MESSERS

- 4.1 Membership. The members of the Association shall consist of \overline{all} of the record owners of Units in the Condomicium.
- 4.2 Evidence. After approval of the transfer or of the exmership of a Unit in the manner required by the Declaration, change of membership in the Association shall be established by (a) recording in the public records of St. Johns County, Florida, a certificate of the Association stating the approval required by the Declaration, (b) recording in the public records of St. Johns County, Florida, a deed or other instrument establishing a public record of the transfer of the little substantiating the momentum of the transfer of the little substantiating the momentum of the delivery to the Association of a certified

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copy of the recorded instruments. The owner receiving title of the Unit by those instruments will be a momber of the Association and the membership of the prior owner will be automatically torsonated.

- A.3 Assignment. The chare of a member in the funds and absects of the Association cannot be assigned, enumbered, hypothecated, subjected to a mountify interest, or transferred in any namer, except as an appurtunance to the Unit for which that share is held.
- 4.4 Voting. A member of the Accordation shall be cutified to cast one vote for each their caned by him. The manner of energiating voting rights shall be determined by the By-Laws.

ARTICLE 5 - DIRECTORS

- 5.1 Number and Qualification. The affairs of the Association Shall be managed by a board consisting of the number determined by the By-Laws but not less than 3 nor more than 7.
- 5.2 Duties and Powers. All of the duties and powers of the Acsociation existing under the Act, the Declaration, these Articles, and the By-Laws shall be exercised exclusively by the Power of Directors, its agents, contractors, or employees, subject only to approval by Unit Owners then that is specifically itemical.
- 5.3 Election; Removed. The Directors of this Corporation shall be elected by majority vote of the subscribers to these Articles and their assigns, if any as Developers of the Condeninium. When purchasers of individual units that will be operated ultimately by the Association own 17% or more of the units that will be ultimately operated by the Association, such unit owners shall elect one third of the Board of Directors.

The Board of Directors shall be elected in the following manner after the first occurring of the following four amount:
(a) Three years after 50% of the units that will be operated ultimately by the Association have been conveyed to purchasers:

(b) Three months after 90% of the units that will be operated ultimately by the Association have been conveyed to

purchasers;
(c) When all the unite that will be operated ultravely by the Association have been completed, some of them have been

- 1 -

conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business or (d) When some of the unith have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the redinary course of business.

Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Py-Laws.

Directors may be compared and recangles on the Board of Directors shall be filled in the manner provided by the By-Laws.

- 5.4 Term of First Directors. Except as may be provided by the Act, the directors named is these Articles shall serve until their successors are elected by the members, and any vacancies in their number occurring before the time for the election of their successors by the members shall be filled by the remaining first directors.
- 5.5 First Directors. The names and residence addresses of the members of the flist Found of Directors who shall hold effice notificated their successors are elected and have qualified, or until temoved, are as follower RAY FIRPEN, 2124 Ami Lane, Lexington, Foundary 40511 and GEORGE M. MCCLURE, 2 Sea Oaks Drive, St. Augustine, Florida 32084.

ARTICLE 6 - OFFICERS

The affairs of the Association shall be administered by the officers designated by the Sychaus. The officers shall be elected by the Beard of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Roard of Directors. The names and tosidence addresses to the efficers who shall serve until their mesessors are designated by the Beard of Directors are as of these. fullows:

Provident:

RAY PIPPER

2124 Ami Juny Lerington, Fentucky 40511

Vico-President:

GEORGE IL, BOWLURS

c/o 81 Fina Stroot, Salto A St. Augustino, Florida 32084-3504

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Sourctary-Treasurer: AUDREY PIPPEH 2124 Ami Lane Lexington, Kentucky 40511

ARTICLE 7 - INDEMNIFICATION

Every director and differs of the Association and every member of the Association serving the Association at its request shall be indemnified by the Association against all expenses and limities, including atterneys' fees and appellate attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding or any sattlement of any proceeding to which no may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association or by reason of his serving or having serving the Association at its request, whether or not he is a director or officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged quilty of gross negationed or willful misconduct in the performance of his duties, the indemnification shall apply only when the Board of Directors approves the settlement and reimbursement as heing for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not in lieu of any and all other rights to which that person may be entitled. The directors are specifically authorized to procure Director's and Officer's Liability Insurance coverage on such terms, conditions and limits as they may deem appropriate. and limits as they may does appropriate.

ARTICLE 8 - RY-LAWS

The first Py-Laws of the Association shall be accepted by the Board of Directors and may be altered, amended, or rescinded by the Directors and combets in the manner provided by the Py-Laws and the Act.

APTICLE 9 - ADENDMENTS



- 9.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
- 9.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the secretary at or prior to the meeting. The approvals must be either
- (a) by not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or
- (b) by not less than 80% of the votes of the online membership of the Association.
- 9.3 <u>Limitation</u>. Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any change in 3.3 to 3.6 of Article 3, <u>supra</u>, without approval in writing by all members and the joindor of all record owners of mortgages upon Units. Additionally, no amendment shall be made that is in conflict with the Act or the Declaration.
- and certified by the Secretary of State and shall be accepted and certified by the Secretary of State and shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Deciaration and the Articles, which certificate shall be executed by the officers of the Association with the formalities required of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of St. Johns County, Florida.

ARTICLE 10 - CONTRACTUAL POWERS

In the absence of fraud, no centract or other transaction between the Association and any other person, firm, corporation, or partnership shall be affected or invalidated by the face that any director or efficer is pecuniarily or otherwise interested therein. Any director say be counted in determining existince of a quorum at any meeting of the Board of Directors of the Association for the purpose of authorizing such contract or transaction with like force and effect as if he were not so

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interested or were not a director, member, or officer of such firm, association, corporation, or partnership. It is possible that officers of this Association may also be officers in or have interest in the corporation with which a long term management contract is to be entered into with respect to the Condominium.

ARTICUL 11 - TERM

The term of the Association shall be perpetual.

ARTICLE 12 - SUBSCRIEFRE

GBORGE H. McGLUPE c/o 81 King Street, Swite A St. Augustine, Florian 32085-3504

RAY PIPPEN 2124 Ami Dano Laxington, Frantisky 49511

AUDREY PIPPEN 2124 Ami Lanc Lexington, Kentucky 40511

APTICLE 13 - RESIDENT AGENT

The street address of the registered office is c/o 81 King Street, Suite A. St. Augustine, Florida, 32085-3501, and the name of its initial Engistered Agent at such address is GEORGE M. Mortippe, until changed as provided by law without amendment to there Articles.

IN WITNESS WHEREOF, the subscribers have affixed their signatures this $\frac{2T}{L}$ day of $\frac{L}{L}\frac{L}{L}\frac{L}{L}$, 198 $\frac{L}{L}$.

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MINESS BULL County & Toppen

STATE OF PHORIDA

COUNTY OF ST. JOHNS

BEFORE ME, a notery public authorized to take acknowledgments in the state and county men forth above, porchally appeared. George h. Ecclure, Ray Pinner and Audrey t. Fiboon.

known to me and known by me to the persons who executed the foreuping Articles of Incorporation, and they acknowledged before me that they executed those Articles of Incorporation.

STATE OF FLORIDA AT LARGE

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I, GEORGE M. McCLURE, hereby accept the designation of Poridon Agent of SER-RAY SHORES CONPONENTIAL CONERS ASSOCIATION, Inc. for service of process.

THEORNE W. MERKURE

STATE OF FLORIDA COUNTY OF ST. JOHNS

BRECKE ME, a powery public authorized to take acknowledgments in the state and county set forth above, personally appeared GEORGE M. McCLURE, known to me and known by me to be the person who executed the foragoing instrument for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the state and county aforesaid, this widay of the county of th

ROTARY/TUBLIC STATE OF HORIDA AT LARGE My commission expires:

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SEE-PAY SHOPES CONDOMINION AND ASSOCIATION, INC. a Physical corporation not for profit.

CONDOMINIUM (ANALY) ASSISTIATION, INC., (hereinafter vacuums referred to as the "Assistiation"), a Florida corporation. The Association of the Association (hereinafter sometimes referred to ar the "Perioles") was filed in the office of the Corretary of State of the Coate of Florida or 128. The Association has been occupied for the purpose of while incide a contrainium parameter (hapter 718, Ibrida Statute (hereinafter according to the "Act"), which condecinium a identified by the nace, TUS-RAY SHORES CONDOMINUM, a Conferminum (hereinafter a retirem reserved to as the "Condemnium"), and is located on the property described in the October State of Condemnium which has absolute a will establish the Condemnium (hereinafter remetices of Grand to as the "Property").

1.1 Office, to office of the Association in 11 by a 81 King Street, Suite o, bt. Augustice, Planta 32095-3277.

1.2 First four. The fiscal year of the termination shall be the calendar $\frac{1}{\sqrt{n} \pi \tau_n}$

1.3 $|{\rm Seal}_{\odot}|$. The soul of the couperousen is an expersed to the left hereof.

2. Members.

2.1 Bester of Members. The Association class transmits a renter of the makes of failing addresses of a fraction theorems to extract the an "Built theory") of condominations there (herein from secretime, external to a "Built "I in the Condominium, which shall constitute a rest of telegraphic the renter shall be maintained from evidence of capacity and contained to the Association test him to the fair families.

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substantiate the holding of a policyphic of from changes of smilling addresses turnished from time to size by Unit Owners. Each number shall furnish to the Association a corressed copy of the record evidence of his title substantiation in membership in the manner required by the Astoclassian, the footbastion of Condeninium of the Condeninium (here). (Levice, linear referred to as the "Declaration").

2.2 Amount in cling. The manual memory tenting shell be held as least toned in cach test aim yers on the end Saturday in the month of March in cach tear at 1:60 of the end Saturday time, at such appropriate location within the Sacherstium or at such other place in St. Johns County, Florid: In the president of a secondary of the board of directors winth determines to a memority of the board of directors winth determines and the loid at the same near or the next due which is not a feliday, the surpose of the section shall be to detect directors and the transcret end other business sutherized to be impracted by the members.

2.3 Empiral Number' Froting. Provide positive protting duri by Rold it such places as procedure for annual meetings, sharever eating by the president in his capacity of the board of directors and must be called by their visitors upon receipt of a critical request from a majority of the residence of the Association. The bearings constituted at a part of the relating shall be limited to that making a the rolling of the prince.

consists the firsted to that status, the rotted of the Sellin.

2.4 totice. Now, we of a meeting of aembers stating the time meeting in sailed shell be given by the efficer calling the meeting. A copy of the notice chall be perfected as a copy amount page in the Condominium and a copy whill be percentable of the rotted or mailed by member mail to each measure statist to extend the meeting, encopy members where wither the motive is written to extend the meeting, encopy members where withe measure is written. One delivery or mailing of the members of members, the rotted to extend the appears on the rotter of members. The rotter than 14 down measure than 60 days price to the date of the measure, if mailed, the motice shall be desired what demonstrated is the Carried Status will, with the conject posting theseon measures. We have a unit owner military to each test count in past of the control of all he sent in mail to each test condition of the annual measure which he rottined as not it such a condition of the control of sailing shall be received as a first such and a constraint of mailing shall be received as a first such as a constraint of the measure of the control of sailing shall be received as a first such as a constraint of mailing shall be received as a constraint of the measure of the mailing shall be received as a constraint of the measure of

Notice of any method in which assessments regime to the mentions are to be assisted to the mention of the method of the met

2.5 Corum. A given of mortale observation what consist of person cutilled to east a majority of the reasonable of the Association. The east approved the association of the entre approved to a sajority of the veter case of a faction of which a resource of property of shall constitute the mate of the rephers, even the approval by a greater much roll members is required by Declaration, the A. Maior, or these By-Laut.

(a). In this parameter members, the entering of states which is entertial to entertial to entertial to entertial to entertial to entertial (a,b)

that he entities to cast one is to for even in themsel.

(h) If a the intemped by the person, but nowed a correctivity to entablished by the return of the return. If a interped constitution to cast the means for the Unit shall be designated by a corriftents signed by all of the record event of the Unit recording to the rester of members and filed with the restrictive of the Superior to the rester of members and filed with the restrictive of the Superior to the rester of members and filed with the restrictive of the Superior to the votes for the Unit, real by descripting the present of vice-precision, the present of additional description of the description and interest by the precision of vice-precision of the description, who excited by the secretary or we have a correct of the constitution of the description. The confidence will do with the received of unit my errors and the subsequent vertification with a charme in the one has of the Orle cast the outer to a Unit or definition of the person entitled to each the vote of a Unit of the continuous the person entitled to each the vote of a Unit or or in file, the verte of the owner or two continuous for the continuous of the continuous of the content of the content of the person entitled to each the vote of a Unit or or in file, the verte of the owner or two contents of the content of t

2.) because. Veter may be est in period or by proxy, a proxy may be executed by any person caused to seek intendity which city that the specific resting for which estages by siver and it the proxy early lawfully adjourness rectification for it. It is seen a goall in be walled for a period inport that to do not the first recting for which it was given. Here, though the proxy shall be reverable in the observer of the first tweet

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executing it. A proximate of filed with the concernry state executed.

- div Adj., med Meetings. It will noting of rembers cannot be organized because a quorum is not present, the members who are present, either in person or in proper, was about the meeting from time to time until a company or resent, provides notice of the adsourced meeting in across in the operar required for notice of a recting. If adjourned twice for following specime, there seembers appearing at the third meeting, regardless of reliar, chall constitute a quorum.
- the precident of the Association, at all colorest rection, the precident of the Association, or in the absence, the vice-president, shall preside a chairman of the rection or in the absence of both, the seminary shall elect a cluster is smalled by at all memberal testings, the secretary of the association, or in his absence. It is then become if both, the chairman shall appears a member to so serve as secretary of the rection,
- 2.30 Informal Action to Mostors. Any action required by low to be casen at a scotting of the respect, or any action which may be taken if a meeting as members, may be casen without a constant to written cetting forth the action so taken which be signed by all it was not taken engitted to work with magnet to the multipet nutter to rear.

3. Inregtors

- 3.1 Memberchir. The classic of the 70 to 150 chall be managed by a party of not less than 3 not term than 7 directors, the every number to be determined at the time of election.
- t.2 <u>Siretion of Directors</u>. Election of a roctors shall be constantly in the vertical content.
- (a) firegion of discrete chall be been at the annual conservations,
- Gri A positive a notice of 3 members that to applied by the board of directors our less than 36 days arrow to the professional electric. The modifies that is suitable one to the control of the control of the modifies of the modifies of the modifies of the control of the contr

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(i) the election that we be existed belief (unless dispense) with by unthinger document) and by a cluster. Of the versa cast, each person voting bears extitled to case blucked let each of as many nominees as the color exception to be filled. There should be no cumulative vetting.

(A) Except to be viewed, a provide the removes of concurring the feet and a fine viewed concurring the feet annual months of a problem. (a) I be allow the the recenting areators.

(a) Assemble of the board of remistion on may be recalled and removed from affice, with or with as ease. By the vote or annearment in writing by a majority of ill will search, a special meeting of the unit expense i recall a name of the board of identification run to malled by a condition of the unit expense giving median of the meeting, as resulted, for a meeting of unit expense, and the median chall make in passion of the meeting.

3.3 Norm. The term of one director's confinent of extend until the next annual mention of the mention entransmit subsequently until his raceareer in duly about a code confidence until se is removed in the manner of cobact provides.

3.4 Open igntion: Need on. The open constructional moeting of a newly of we a heard or directors one to be totawithin 10 days of their electron at such place and the solid be fixed by the directors to the nesting at which the worse colded and no further nested of the orangizational result will be translated.

2.1. bopping Mortical. Regular restings of a six read direction may be held at much time as places of the action of the determined free time to then by an active of the action of the process of the process of the action process action process action of the action process action process action of the action process action of the action process action of the action process action process action of the action process action of the action process action of the action process action action

340-8 post(4) . Personal Special rection of the directors may be suffectly too persons at the contract to the

Page 48 of 59

could by the legretary of the written request of envelling of the directors. Notice of the meeting shall be given by each doe after personably on by regular meth, legrethers, to caraph, which notice shall relate the time, place, any preprie of the mooting and shall be given not loss than 3 days prior to the reging. Notice of a special meeting shall be ested in a considerate place in the Contemporar at result 18 kernes in where too the attention of rembers of the Accordation, should be absorbed as we emergency. If resided, the notice shall be decreed as we deposited in the United States hall, with the proper protoco the recompressed.

- s.6.1 Notice of Mostings Concerning Actorpoles. Notice of any meeting in which assessments against inthe owners are to be empidement for any respect whall appoint and the empidement that appointment will be considered and the nature of any much appropriate.
- $3.7\,$ Marver of Latter. Any direct roley makes between the formal linearization definition at the formal linearization option of the quarter formal linearization.
- 3.2 Green. A openion at discreased meetings that consist of a majority of the entire band of directors. The temperated by a trajector of those present at a meeting a word a current to precent that constitute the action of the beard of directors, except that approved by a greater number of directors as required by the inclination, the Art of ea, or there by-haws.
- 3.9 Adjection Nottings, it at any scoting of the board of director, where he less than a quorus present, the majority of those present has adjected the meeting free line to time until a quorus as present, at any schemend specific, only business that might be a loss transactor, at the meeting as originally dalled may be transacted without factor notice.
- The Chalmer is Secretary, it all directors rections, the president of the Lagoration while twenties of chairmen of the meeting, it is in a parallel. Since the problem is shall designate one of these medies to parallel. Since the parallel directors' meeting, the vice-president of the action task shall serve as secretary of the rectors, or in his case of the directors present that a vice-present of their means to precise.
- 3.11 throughtion. And year or conjection for directors shall in The Western Ly the mean as of the Art of Argorithm.

4. Powers and Puties of the Residence of the Act, because and duties of the Accordance existing under the Act, becausely by the board of directors, its agents, contractors, or employees, subject only to approval by Unit Owners then its specifically required.

5. Officers.

- Association shall be a breakdent, the shall be director, a treasurer, and a secretary, all of when shall be director, at treasurer, and a secretary, all of when shall be director, another by the board of directors and who may be necessarily removed to any meeting by concurrence of order rity of ril of the traders. A person may hold more than one office, adopt that it is resident may not also be the secretary. No person such claim an instrument nor perform an aid in the connect of the them one office. The heard of director, it time to the medical couch other offices and designate for powers and nation on the board chall find to be required to manage the action of the Association. Association.
- 5.2 cresiders. The processes shell be the steel executive officer be according, we shall been all of the process and delies that are usually vested in the office of preak an of a corporation, including, but not limited to, the power to appoint coarethout from asone the readers of that the time is assist in the ordinate of the affairs of the assaultion on be, in her discretion, may determine appropriate and accessary.
- 5.3 Secretary. The secretary shall been the resident of all proceedings of the directors and the members. He shall be respect the terminal of all retices to rembers the size of the secretary of all retices to rembers the director as well as all other earlier required to live. He call have enough of the coal of the accordation and shall offs if the instruments requiring a scal when only signed. He shall seen the energy of the control of t
- 5.4 to mirer. The teachers shall have easing if all property of the essentiator, includes a funds, mountainer, as evidences. I imblicatures, he of it loop broke on a fund for

the Association in accordance with good accounting printices, which mooks of account, together with substantiating priors, thall be made available to the board of directors for eventuation is consorable times. We shall subsituate recognize report to the board of directors it reasonable intervals and shall perform all other duties incident to the office of treasurer of a comporation, and as may be constructed to the directors or the propagation. prusident.

- 5.1 Compansation. The compensation of all officers 7:1 employees of the Association shall be fixed by the directors. The provision that directors fees shall be determined by sembers about not preclude the board of directors from employees a circular are an employee of the Association are provided the parameter with a director for the mesagement of the condens.
- 6. Picks Ushagement. The provisions for figuration are greened the Assistation set forth in the Sectionation are Arrice eshall be supplemented by the Collewing preciminars.
- 6.1 Accounts. The co-cipte of expenditure of the Association chall he bred, ted and characters, accounts open the following elegations as what he appropriate, as of which expenditures that be common Expendent to the inclusion and utilized in or. Peclarecies:
- (a) Carrent expense, which rule, defined ill governess and expense the read within the car for which the budget is translating them in a ready. In the contingencies and working twent, exampt expenditures characteristic contribution of the ready from a improvements, one has read this find at the and at the read of the run extension codes. On processments for contributions for the run extension code.
 - (b) supeful a genus for:
- (i) performed maintains, when whell include tunde to a collection of tems that occur form is quantity than community.
- (2) Replacements, which shall include comes for retain replacement required ly an electronic deprecase of a booleaguese.

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(3) Bettersonte, which small include the forces to be used for capital expressions. For additional representation additional terms of property that wall be provided the Common bloomto.

budget. The more of discrete shall weight budget for each extender year that shall bedded the extender funds required to define the Comman Expense on accordance with sound finded management. In so coung the Beat shall the markly tollowing procedures:

(a) Board finder! Moreting. The board shall mail a meeting antice and copies of the precedid canual budge of control expenses to the unit expenses not less than 10 days plan to the meeting at which the budget will be conditioned, fuch notice shall include the time and plant in the according. The solving mail at the more to the unit expense.

(b) Assessment in two or diffs of trior Year. It is adopted budget trailing assessment against the fail owners it way fixed or calcular tear excluding 11% of the assessment for the tracer of point, the Board, contradition of the assessment to the tracer of point to the Board, contradition of the arrival conting the white cones within 30 days, upon not from trap of the trailing of the cone of off owner. The adoption of the contradition of the trapers with a respective of all upon a first of the assessment exceed 11% of the tracer of the assessment exceed 11% of the assessment of the assessment of the cone of the tracer of print years, and atthird of the tracer of the property, and disjuncted regions or replacement of the tracer of the assessment of the condition of the assessment of the condition of the property, and disjuncted to be incurred on a regular or area basis, or humanists for betterwards to the condominion property and it is a configuration.

that show assumes converting. The restrict annual images

(i) the chapters consily in run expense, of the condensation one the Area ratio what we collected from unit expense by some expense.

17. It is inducted the block of the conservation of the conservati

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destinate expenses that are proposal to unit expenses, it is a conformly incorred by all unit expenses or which are no promise, for or contemplated by the prioritium documents, including, but not limited to, the costs of crivate gelephones to creame of the interior of condominium units, which is not the obligation of the Association, said or junitorial services provided contract of the Association, said or junitorial services provided contract of the unit owner for ntility of the little billies of the condominium, and mailar procond expenses of the unit owner. A unit owner's estimated powerts for contemposite deal also be stated in the arrie tod assemble for the cases when they will be due.

condominium and the Association, except an excluded under paragraph 2, in routing, but not limited to the clowing items, which shall be stand either a a Association expense which believe by assumments of an activate by assumments of an activate the process of the constitution of the constitution of the constitutions.

(1) two reserves the Alternation and

e em Comit Little:

- a. Administration of the Association. b. Meganison for a

- d. Pent to reserve entorny and conercontrolly with Incilities.
- Taxes up at Assuming the property. f. Taxes upon lessed areas.
- q. Incorpore.h. Age the trovictors.i. Other concept.

- b. Operation copital.
 k. Reterrit
 d. Seerry of the decision.

18.3 impossible of a delife owners.

a. For a life unit, if complet to a ferre.

b, bert parable by the unit owner directly to the leaser or agent under any reconsideral leads or these for the use of centerly used facilities, of the use and payment is a mandatory coefficient themselves as not included in the common excesse or assessments for common maintenance position in the open assessments for common maintenance position in the open center of the Association.

(4) The estimated amounts shall be shated for a pariod of at teach 12 months and may distinctish between the sound prior to the time unit owners other than the developer ofens a relocate of the board of administration and the period for that the state.

(f) In addition to insual operating expenses, the larger shall include resemb accounts for capital expenditures and deferred matternate. These accounts shall include but not be limited to, non-replacement, building painting and proment resulfacing. The amount to be reducted shall be computed by means of a textally which is taken upon estimated life and estimated replacement cost of cast resource from

in the ordinary considered business are expended to the payment of the charges of the common are expended to the payment the providing of the Declaration until the risks units from the providing the Declaration until the risks and of the purchase and make of the first condomining unit is those I occurs and a risk exception shall be granted as to each subsequent Phrse personal subsequent shall be granted as to each subsequent Phrse personal subsequent.

6.3 concerrents, Lasquerents equipment the Unit owners to their charge of the iters of one hadget, when applicable, chall be since by the leard of directors for the calendar year amoutly in advance of referre November 1 preceding the year few which the assertments are pade. The amount required from each Unit Owner to meet the annual budget shall be divided into 4 equal and arenta, one of the year for which the assertments day of each calendar quarter of the year for which the assertments are not a platement for the assertment energy of a platement for the assertment energy day, whichever discussed in the assertment of the last preceding day, whichever discussed in the amount of the last prior quarterly assertment, and assensents in this assent shall be presented to have been made in the amount of the last prior quarterly assertment, and assensents in this assent shall be discussed to the first day of each calendar quarter until changed by an amounted are street. It the

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event a quarterly assessment shall be insufficient in the judgment of the board of directors to provide finite for articipated current expense for the ensuing quarter and for all of the unput operating expenses previously coursed, the board of directors shall ensure the budget and chall made meeting quarterly assessments for the balance year in sufficient around to meet these expenses for the year; provided, however, that any account of the amended budget that exceeds the limitation upon increases for that year imported by 6.2 supra, shall be cubject to the amproval of the residerchip of the Association as not forth in 6.2 (d), supra.

- Associative against mombers for Charges. Charges by the Associative against mombers for Consen Expense shall be payable in advance.
- 6.5 processors for Dominions. Assertments for Common Expenses of streaming that cannot be paid from the annual assertments for Common Expenses Shall be due only after 10 days notice to given to the Unit Common concerned and shall be paid in such seminar as the beard of directors of the Australian may require in the notice of ensusation.
- 1.6 b., sten Support. A written supporty of the transaction of the transaction of the made accusily by the transaction and the written supports he furnished a contraded and later than April 1 of the poor fillewing the year for which the written amount in made.
- where to be corrected fulficier. At members, and correct outborized with constatives where appropriate are allowed by the Ast, shall have tell amount to all eccenting records and amount opposition of the Association, as authorized and allowed by the Act.
- is which the form of layer and the boundary of the transfer to all this continuous and the continuous and the continuous transfer to all this over the continuous and the continuous theory that owners also be explained with the transfer the continuous and the continuous relative to the lambday of the explained to the lambday of they shall have the right to the explain and before.

T. Crantitania.

- 7.1 Other Committees. Other committees not having and excepting the furtherity of the board of directors in the management of the Association may be designated by a regulation adopted by a regulation edopted by a regulation of the directors present at a rectific at which commit is present. Except as otherwise provided in such a required, replace of each such committee shall be replaced of the Association and the president of the Association chall appoint the members thereof.
- 7.2 Texts of Office. Each member of a committee shall continue as such until the next annual tention of the perfect of the Association and until his successor is apprinted, where the committee shall be scorer terminated, or unless such member be removed from such committee by the person or persons authorized to appoint such number, or unless such member to removed from such committee by the person or persons authorized to appoint such member, or unless such member to removed the such member by the person or persons and rived to appoint such member thereof.
- 7.3 Chelrmin. On member of each committee shall be appointed chairmen by the person or persons accorded to appoint the members thereof.
- 7.4 Vacancies. Vacuncies in the measurable of any constitute any rectified by appointments and in the new runner as provided in the case of the original appointment.
- 7.5 Quorum. Unless otherwise provided in the conclution of the heard of directors less particle a consistent, a taginity of the whole committee shall consistent a convent and the artific according to the monthless present at a rest of a which a quorum is preport that be the act of the consistent.
- 7.6 Laten. Bach committee may of it roles for its own government and inconsistent with these By-Lown or with any rules adopted it the board of directors.
- Contracts, Chucks, Gifte, And Additional Common Elements.
- 2.) Continuit, The board of directors may passed to apply officer of officers, cased or agents of the Association, in consist a section of the officers we authorized by these Bushawa, to enter keep an experience of execute and deliver any instrument in the make of means behalf of the Association, and such authority may be an example of specific inchanges.

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- 3.2 Checks, Diafts, etc. All checks, drafts, or orders for the payment of money, metes, or other evidence of indebtedness issued in the name of the Appendition shall be signed by such officer or officers, agent or agents of the Appendition, and in such manner as shall from time to time the determined by resolution of the board of directors. In the absence of such determination by the board of directors, such instruments shall be signed by the treasurer and constantiqued by the president of the Appendix.
- 3.2 Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositaries as the board of directors may relect.
- -0.4 Gifts. The board of directors may accept on bobal? I the $\overline{\it hsace}$ ucies any contribution, gitt, bequest, or device for the general surposes or for any special purpose of the Association.
- 8.5 Additional Common Elements. Subject to the approval of the board of directors, the Association may acquire we social property for usage in the discharge of its duties with reference to the Condominum, provided the expenditure for such in in accordance with these Py-Lawr.
- 9. Parkingentary Onles, toperts' Rules of Order (latest edition) abell deven the conduct of Association meetings when not in conflict with the Duckstton, Articlan, a change by-Laws.
- 10. Arbitration. In the event of at internal dispute among unit concers, the Pranciation and their agents and amoigne, man consent of all partice to the dispute, such dispute shall be submitted for voluntary hinding objectation to a board of three (1) abstrators who dail be nelected pursuant to and perform their functions in accordance with the Rules of the American Arbitration Association as then in effect.
- ii. Asondments, Except or elsewhere provided otherwise, those ey-tows $r/\sqrt{100}$ exceeded in the following manner:
- 11.1 Retice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

II.2 Method. A resolution adopting a proposed acondment may be proposed by either the legard of directors of the Association or by the members of the Association. Directors and rembers not present in person or by proxy at the meeting consistent the amendment may express the rapproval in writing, providing that approval is delivered to the secretary of or print to the meeting. Except as elsewhere provided, the approvals must be either by:

(a) not loss 2/3 of the entire members in of the board of directors and by not loss than 2/3 of the votes of the entire mashership of the Association; or

(b) by not less than 80% of the vivir of the entire membership of the Association.

11. Proviso. Provided, however, that no arandment shall discriminate against any member nor against any Unit or class or group of Units unless the members to effected shall consent. No accordant shall be made that is its enflict with the Articles or the Declaration.

11.4 Execution, Percenting and "fractive D.C. A copy of each arrandment chall be attached to a certificate entitying that the each amount was only adopted as an amountent of the ky-laws, which certificate shell be executed by the officers of the Arabiciation with the formalities required of a dead. The economic shall be infective when the certificate and copy of the area ment are recorded to the public accorded of St. Johns C unty, Plorida. The certificate shall specifically rules to the Declaration.

11.) Form at Amongment, No By-baw that be regimed as amended by releigne to its filter or number only. Proposals to count enterpressions shall be easier that for text of the By-baws to be amended; no words shall be inserted in the text underline; and corner to be deleted shall be lined through with hyphers. Non-estimal errors or amissions in the By-baw process shall not not be an estimated and properly reconstituted amendment.

The throughtre were intepted as the Pyranki a. SherkAY SHORES CONDOMINIUM DECRETA ASSOCIATION, The., a first a corporation, at

- 15 -

the first meeting of the board of directors on the 13 day of

Cheener & Tippen

APTROUBLE PRESIDENT

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- 16 -

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ST. AUCUSCIAH, FL 2005-2504

AMENDMENT TO DECLARATION OF CONDOMINIUM OF SEE-RAY SHORES, A CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being all of the record cwners of the units of SEE-RAY SHORES, a Condominium, by unanimous agreement do hereby amend the Declaration of Condominium of SEE-RAY SHORES, a Condominium, as recorded at Official Records Book 707 at Page 1080, Public Records of St. Johns County, Florida, and as previously amended by Certificate To Amendment To Declaration Of Condominium of SEE-RAY SHORES, a Condominium, recorded at Official Records Book 770 at Page 498, Public Records of St. Johns County, Florida, in the following respects:

- 1. paragraph 9.04 of said Declaration of Condominium is amended to read:
 - 9.04. Powers. In addition to other powers found herein, the Association, after the Developer no longer controls same, shall have the power to enter into agreements, to acquire leaseholds, memberships and other possessory or use interest in lands or facilities and to acquire, by purchase or otherwise, real property to be added to the Common Elements of the Condominium. The Association may provide that the rental membership fees, operation, replacement and other expenses are common expenses. No action taken pursuant to this paragraph shall be authorized except where authorized except where authorized except where authorized by a majority vote at a regular or called meeting of the general membership.

In all other respects, the Declaration of Condominium and Exhibits thereto are unamended

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals.

WITNESSES:	UNIT 101
Berta C. Gruedors	H. Htton L' Domy
garet Le Beace	
	UNIT 102
Lucy M. Allen	Anda L. Cheere
Luan Z. A. cu	
	UNIT 103
- Quit Fero	John P. Julier, a
Candy Eurosy	
	UNIT 201
Juanto a Serie	Muly
Semothy & Ablott	
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Moint of a william of	July to Park
Camille Dohni die	
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Mone & Smit	July L. Cruz
Antiker Daking	
	UNIT 301
Semothy & about	Sking Weller
10000	

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	UNIT 302
Karen L. Cott	2 Theil
lava limmer	-
Som Toth	UNIT 303
(On to 1 Garage	
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	KAREN L. COBB
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	Semothy L. Aldrott
	NOTARY PUBLIC
	The Add of ADD
	IMOTH C. HISBOIL
	(Notary name printed or typed)
	My commission expires: Man W: 1993
	My commission number is: AA (-7330)
	17°
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AMENDMENT TO DECLARATION OF CONDOMINIUM OF SEE-RAY SHORES, A CONDOMINIUM

51. Alturius, se 52955.3594 Dlec 21+3.00

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being all of the record owners of the units of SEE-RAY SHORES, a Condominium, by unanimous agreement do hereby amend the Declaration of Condominium of SEE-RAY SHORES, a Condominium, as recorded at Official Records Book 707 at Page-1080, Public Records of St. Johns County, Florida, and as previously amended by Certificate To Amendment To Declaration Cf Condominium of SEE-RAY SHORES, a Condominium, recorded at Official Records Book 770 at Page 498, Public Records of St. Johns County, Florida, and by Amendment to Declaration of Condominium of SEE-RAY SHORES, a Condominium, recorded at Official Records Book 1019.

Page 1801, Public Records of St. Johns County, Florida in the following respects:

1. EXHIBIT "A" to said Declaration of Condominium is amended by adding the following described parcel of property to the legal description of the property comprising PHASE ONE:

A-part of Government Lot 7, Section 34, Township 7 South, Range 30 East, being more particularly described as follows: All that land lying east of the east line of Lots E and F, Block, 2, Chautauqua Beach Subdivision, of the Anastasia Methodist Assembly, Inc., according to map or plat thereof recorded in Flat Book 2, Page 5 of the Public Records of St. Johns County, Florida, to the mean high water of the Atlantic Ocean lying between the extension of the north line of Lot F and the south line of Lot E extending to the mean high water line of the Atlantic Ocean.

TOGETHER WITH any and all of Grantors' interest in and to the North one-half (1/2) of that 15 foot wide vacated alley lying South of the property described above being bounded on the West by the Southerly extension of the East line of Lot "E" and being bounded on the East by the mean high water line of the Atlantic Ocean.

In all other respects, the Declaration of Condominium and Exhibits

O.R. 1019 PG 1815

thereto are unamended.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals.

Deuta & Luctors	UNIT 101
Janu A. Le Bran	UNIT 102
Lug M. Allem Luam R. Nice	- Hinda W. Chester
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Page 3 of 5 Charted By: LaVis Fallmore Printed: 1/78/2016 9:1	12:34

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Certificate of Amendment Amendment to The By-Laws of

See-Ray Shores Condominium Owner's Association, Inc.

The undersigned are the President and Secretary, respectively, of See-Ray Shores Condominium Owner's Association, Inc., and hereby certify the following:

- That the By-Laws of See-Ray Shores Condominium Owner's Association, Inc. (the "By-Laws') are hereby amended and restated and attached hereto as Exhibit "A"; and
- That the original Declaration of Condominium of See-Ray Shores, a Condominium, St. Johns County, Florida is recorded in Official Records Volume 707, page 1080, et. seq., public records of St. Johns County, Florida; and
- That this Amendment was approved in accordance with the requirements of the Declaration, Articles of Incorporation and By-Laws for See-Ray Shores Condominium Owner's Association, Inc., and the provisions of Chapter 718, Florida Statutes; and
- 3. The adopted amendment appears in the minutes of the Association meeting and is unrevoked.

EXECUTED this 20 day of January, 2012, at St. Augustine, St. Johns County, Florida.

SEE-RAY SHORES CONDOMINIUM OWNER'S ASSOCIATION, INC.

> By: Barto Name: Barton Weitz

Its: President

Name: Steve Godfrey, Secretary

STATE OF FLORIDA COUNTY OF ST. JOHNS

The foregoing Certificate of Amendment was sworn to, subscribed and acknowledged before me this \overline{AD} day of January, 2012, by $\overline{BARTON Weltz}$, as President of See-Ray Shores Condominium Owner's Association, Inc., on behalf of the corporation. Barton Weitz produced a Florida Driver's license as identification and did take an oath.

JULIA L SMITH Commission DD 750664

Expires January 22, 2012

Mame:

Notary Public, State of Florida

My Commission Expires:

Exhibit "A" AMENDED AND RESTATED BY-LAWS OF

SEE-RAY SHORES CONDOMINIUM OWNER'S ASSOCIATION, INC.
A Florida Corporation not for profit.

1.	<u>Identity</u> . These are the By-laws of SEE-RAY SHORES CONDOMINIUM OWNER'S
	ASSOCIATION, INC., (thereinafter sometimes referred to as the "Association"), a
	Florida corporation. The Articles of Incorporation of the Association (hereinafter
	sometimes referred to as the "Articles") were filed in the office of the Secretary
	of State of the State of Florida on June 12
	1985 . The Association has been organized for the purpose of
	administering condominium pursuant to Chapter 718, Florida Statutes
	(hereinafter sometimes referred to as the "Act"), which condominium is
	identified by the name, SEE-RAY SHORES CONDOMINIUM, a Condominium which
	has established or will establish the Condominium (thereinafter sometimes
	referred to as the "Property").

- 1.1 Office. The office of the Association shall be at 1 10th Street, St. Augustine, Florida 32080.
- 1.2 <u>Fiscal Year</u>. The fiscal year of the Association shall be from July 1 to June 30.
- 1.3 <u>Seal</u>. The seal of the corporation is as impressed to the left hereof.

2. Members.

- 2.1 Roster of Members. The Association shall maintain a roster of the names and mailing addresses of the Owners (hereinafter sometimes referred to as "Unit Owners) of condominium units (hereinafter sometimes referred to as "Units") in the Condominium, which shall constitute a roster of members. The roster shall be maintained from evidence of ownership furnished to the Association from time to time by Unit Owners to substantiate the holding of a membership and from changes of mailing addresses furnished from time to time by Unit Owners. Each member shall furnish to the Association a certified copy of the record evidence of this title substantiating his membership in the manner required by the Articles and the Declaration of Condominium or the Condominium (hereinafter sometimes referred to as the "Declaration").
- 2.2 Annual Meeting. The annual members' meeting shall be held at least once in each calendar year on the 2nd Saturday in the month of May, plus or minus 1 week in each year, at such time and appropriate location within the Condominium or at such other place in St. John's County, Florida, as the president or a majority of the board of directors shall determine; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day which is not a holiday. The purpose of the meeting shall be to elect directors and to transfer any other business authorized to be transacted by the members.

Page 2 of 13 Challed By Let's Fulnore -

- 2.3 Special Members' Meeting. Special members' meeting shall be held at such places as provided for annual meetings, whenever called by the president or by a majority of the board of directors and must be called by those officers upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.
- Notice. Notice of a meeting of members stating the time and place and the objects for which the meeting is called shall be given by the officer calling the meeting. A copy of the notice shall be posted at a conspicuous place in the Condominium and a copy shall be personally delivered or mailed by regular mail to each member entitled to attend the meeting, except members who waive the notice in writing. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting, delivery or mailing of the notice shall be effected not less than 14 days nor more than 60 days prior to the date of the meeting. If mailed, the notice shall be deemed given when deposited in the United States mail, with the proper postage thereon prepaid. Unless a unit owner waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each unit owner and the post office certificate of mailing shall be retained as proof of such mailing. Notice of a meeting may be waived before or after the meeting.
- 2.4.1 <u>Notice of Meetings Concerning Assessment</u>. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessment.
- Quorum. A quorum at members' meeting shall consist of person entitled to cast a majority of the votes of the entire membership of the Association. The acts approved by a majority of the votes cast at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration, the Articles, or these By-Laws.
 - (a) In any meeting of members, the owners of Unites shall be entitled to cast one vote for each Unit owned.
 - (b) If a Unit is owned by one person, his right to vote shall be established by the roster of members. If a Unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit according to the roster of members and filed with the secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the president or vice-president of the corporation and attested by the secretary or assistant secretary of the corporation and filed with the Secretary of the Association. The certificate shall be valid until revoked on until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate

designating the person entitled to cast the vote for a Unit may be revoked by any owner of a share in the Unit. If a certificate designating the person entitled to cast the vote for a Unit is not on file, the vote of the owner of the Unit shall be considered in determining whether a quorum is present nor for any other purpose.

- 2.7 Proxies. Votes may be cast in person or by proxy. A proxy may be executed by any person entitled to vote and shall be valid only for the specific meeting for which originally given and in the proxy any lawfully adjourned meetings thereof. In no event shall it be valid for a period longer than 90 day s after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the Unit Owner executing it. A proxy must be filed with the secretary before exercised.
- 2.8 Adjourned Meetings. If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the adjourned meeting is given in the manner required for notice of a meeting. If adjourned twice for failure of a quorum, those members appearing at the third meeting, regardless of number, shall constitute a quorum.
- 2.9 <u>Chairman and Secretary</u>. At all members' meeting, the president of the Association, or in his absence, the vice-president, shall preside as chairman of the meeting or in the absence of both, the members hall elect a chairman. Similarly, at all members' meeting, the secretary of the Association, or in his absence, the assistant secretary, shall serve as secretary of the meeting, or in the absence of both, the chairman shall appoint a member to serve as secretary of the meeting.
- 2.10 <u>Informal Action by Members</u>. Any action required by law to be taken at a meeting of the members, or any action which may be taken at a meeting of members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

3. Directors.

- 3.1 Membership. The affairs of the Association shall be managed by a board of not less than 3 nor more than 7 directors, the exact number to be determined at the time of election.
- 3.2 <u>Election of Directors</u>. Election of directors shall be conducted in the following manner:
 - (a) Election of directors shall be held at the annual members' meeting
 - (b) The process for electing Directors shall follow the provisions in FL Statute Chapter 718:

- 60 days prior to annual meeting $\mathbf{1}^{\text{st}}$ notice of election allows members to qualify for election.
- 35 Days prior candidates submit information sheets
- 14 days prior, 2nd notice is mailed with ballot and information sheet. Nominations for additional directorships created at the meeting shall be made from the floor and other nominations be made from the floor.
- (c) The election shall be by written ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
- (d) Except as to vacancies provided by removal of directors by members, vacancies in the board of directors occurring between annual meetings of members shall be filled by the remaining directors.
- (e) Any member of the Board of Administration may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the board of administration may be called by 1 (one) of the unit owners giving notice of the meeting, as required, for a meeting of unit owners, and the notice shall state the purpose of the meeting.
- 3.3 Term. The term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.
- 3.4 Organizational Meeting. The organizational meeting of a newly elected board of directors shall be held within 10 days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected and no further notice of the organizational meeting shall be necessary.
- 3.5 Regular Meetings. Regular meetings of the board of directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by regular mail, telephone, or telegraph, and shall be given at least 3 days prior to the meeting. A notice of regular meeting shall be posted in a conspicuous place in the Condominium at least 48 hours in advance for the attention of members of the Association. If mailed, the notice shall be deemed given when deposited in the United States mail, with the proper postage thereon prepaid.
- 3.6 <u>Special Meetings</u>. Special meeting of the directors may be called by the president at any time and must be called by the secretary at the written request of one-third of the directors. Notice of the meeting shall be given to each director personally or by regular mail, telephone, telegraph, which notice shall state the time, place, and purpose of the meeting and shall be given not less than 3 days

prior to the meeting. Notice of a special meeting shall be posted in a conspicuous place in the Condominium at least 48 hours in advance for the attention of members of the Association, except in an emergency. If mailed, the notice shall be deemed given when deposited in the United States mail, with the proper postage thereon prepaid.

- <u>3.6.1</u> Notice of Meetings Concerning Assessment. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.
- 3.7 <u>Waiver of Notice</u>. Any director may waive notice of a meeting before or after the Meeting and such waiver shall be deemed equivalent to the giving of notice.
- 3.8 Quorum. A quorum at directors' meetings shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board of directors, except when approval by a greater number of directors is required by the Declaration, the Articles, or these By-Laws.
- 3.9 Adjourned Meetings. If at any meeting of the board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- 3.10 <u>Chairman and Secretary</u>. At all directors' meetings, the present of the Association shall preside as chairman of the meeting, or in his absence, the directors present shall designate one of their number to preside. Similarly, at all directors' meetings, the vice-president of the Association shall serve as secretary of the meeting, or in his absence, the directors present shall designate one of their number to preside.
- 3.11 <u>Compensation.</u> Any fees or compensation for directors shall be determined by the members of the Association.
- 4. <u>Powers and Duties of the Board of Directors</u>. All of the powers and duties of the Association existing under the Act, Declaration, Articles, and these By-Laws shall be exercised exclusively by the board of directors, its agents, contractors, or employees, subject only to approval b Unit Owners when that is specifically required.

5. Officers.

5.1 <u>Executive Officers</u>. The executive officers of the Association shall be a president, who shall be a director, a treasurer, and a secretary, all of whom shall be elected

annually by the board of directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the directors. A person may hold more than one office, except that the president may not also be the secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The board of directors from time to time shall elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

- 5.2 <u>President</u>. The president shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of a corporation, including, but not limited to, the power to appoint committees from the members from time to time to assist in the conduct of the affairs of the Association as he, in his discretion, may determine appropriate and necessary.
- 5.3 Secretary. The secretary shall keep, and permanently retain, the minutes of all proceedings of the directors and the members. He shall be responsible for the serving of all notices to members and directors as well as all other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring a seal when duly signed. He shall keep, and permanently retain, the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of the corporation and as may be required by the directors or the president.
- 5.4 <u>Treasurer</u>. The treasurer shall have custody of all property of the Association, including funds, securities, and evidence of indebtedness. He shall keep, and permanently retain, books of account for the Association in accordance with good accounting practices, which books of account, together with substantiating papers, shall be made available to the board of directors for examination at reasonable times. He shall submit a treasurer's report to the board of directors at reasonable intervals and shall perform all other duties incident to the office of treasurer of a corporation, and as may be required by the directors or the president.
- 5.5 <u>Compensation</u>. The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by members shall not preclude the board of directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the Condominium.
- 6. <u>Fiscal Management</u>. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:
 - 6.1 Accounts. The receipts and expenditures for the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be Common Expenses as such term is defined and utilized in the Declaration:

- (a) Current expense, which shall include all receipts and expenditures to be made within the year for which the budget is prepared, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to capital surplus or to additional improvements. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or if the prior year operating budget surplus exceeds 5% of the current years budget, the Board of Directors may consider adding the surplus over 5% to a deferred maintenance fund.
- (b) Capital surplus for:
 - (1) Deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.
 - (2) Replacements, which shall include funds for repair or replacement required because of damage, depreciation, or obsolescence.
 - (3) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the Common Elements.
- 6.2 <u>Budget</u>. The board of directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the Common Expense in accordance with sound fiscal management. In so doing the Board shall observe the following procedures:
 - (a) <u>Board Budget Meeting</u>. The Board shall mail a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than 30 days prior to the meeting at which the budget will be considered. Such notice shall include the time and place of the meeting. The meeting shall be open to the unit owners.
 - (b) Assessments in Excess of 115% of Prior Year. If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding 115% of the assessment for the preceding year, the Board, upon written application of 10 % of the unit owners to the Board, shall call a special meeting of the unit owners within 30 days, upon not less than 10 days written notice to each unit owner. The adoption of the budget in this manner requires a majority vote of all unit owners. In determining whether assessments exceed 115% of similar assessments of prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the condominium property shall be excluded for the computation.
 - (c) <u>Form of Budget</u>. The proposed annual budget shall show accounts concerning:

- (1) The estimated monthly and annual expenses of the condominium and the Association that are collected from unit owners by assessments.
- (2) The estimated monthly and annual expenses of each unit owner for a unit, other than assessments payable to the Association, payable by the unit owner to persons or entities other than the Association, and the total estimated monthly and annual expense. There may be excluded from this estimate expenses that are personal to unit owners, which are not uniformly incurred by all unit owners or which are not provided for or contemplated by the condominium documents, including, but not limited to, the costs of private telephone; maintenance of the interior of condominium units, which is not the obligation of the Association; mald or janitorial services privately contracted for by the unit owners; utility bills billed directly to each unit owner for utility services to his unit; insurance premiums other than those incurred for policies obtained by the condominium; and similar personal expenses of the unit owner. A unit owner's estimated payments for assessments shall also be stated in the estimated amounts for the times when they will be due.
- (3) The estimated items of expenses of the condominium and the Association, except as excluded under paragraph 2, including, but not limited to, the following items, which shall be stated either as a Association expense collectible by assessments or as unit owners' expenses payable to persons other than the Association:
 - (1) Expenses for the Association and condominium:
 - a. Administration of the Association.
 - b. Management fees.
 - c. Maintenance.
 - d. Rent for recreational and other commonly used facilities.
 - e. Taxes upon Association property.
 - f. Taxes upon leased areas.
 - g. Insurance.
 - h. Security provisions.
 - i. Other expenses.
 - j. Operating capital.
 - k. Reserves.
 - Fees payable to the division.
 - (2) Expenses for a unit owner:
 - a. Rent for the unit, it subject to a lease.
 - b. Rent payable by the unit owner directly to the lessor or agent under any recreational lease or lease for the use of commonly used facilities, which use and payment is a mandatory condition of ownership and is not included in

the common expense or assessments for common maintenance paid by the unit owners to the Association.

- (3) The estimated amount shall be stated for a period of at least 12 months and may distinguish between the period prior to the time unit owners other than the developer elect a majority of the board of administration and the period after that date.
- (4) In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include but not be limited to, roof replacement, building painting and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item.
- (5) The Developer and his assigns for resale in the ordinary course of business are excused from the payment of the shares of the common expenses accruing for its units from the recording of the Declaration until the first day of the fourth month following the month in which the closing of the purchase and sale of the first condominium unit in Phase I occurs and like exception shall be granted as to each subsequent Phase hereafter submitted.
- 6.3 Assessments. Assessments against the Unit Owners for their shares of the items of the budget, when applicable, shall be made by the board of directors for the calendar year annually in advance on or before June 1 preceding the year for which the assessments are made. The amount required from each Unit Owner to meet the annual budget shall be divided into 4 equal assessments, one of which shall be due on the first day of each calendar quarter of the year for which the assessments are made, or 30 days after the mailing to the Unit Owners concerned shall last occur. If assessments are not made annually as made in the amount of the last prior quarterly assessment, and assessments in this amount shall be due on the first day of each calendar quarter until changed by an amended assessment. In the event a quarterly assessment shall be insufficient in the judgment of the board of directors to provide funds for the anticipated current expense for the ensuing quarter and for all of the unpaid operating expenses previously incurred, the board of directors shall amend the budget and shall make amended quarterly assessments for the balance year in sufficient amount to meet these expenses for the year; provided, however, that any account of the amended budget that exceeds the limitation upon increases for

- that year imposed by 6.2 <u>supra</u>, shall be subject to the approval of the membership of the Association as set forth in 6.2(d), <u>supra</u>.
- 6.4 <u>Assessments for Charges</u>. Charges by the Association against members for Common Expense shall be payable in advance.
- 6.5 <u>Assessments for Emergencies</u>. Assessments for Common Expenses of emergencies that cannot be paid from the annual assessments for Common Expenses shall be due only after 30 days notice is given to the Unit Owners concerned and shall be paid in such manner as the board of directors of the Association may require in the notice of assessment.
- 6.6 Written Summary. A written summary of the accounts of the Association shall be made annually by the treasurer and a copy of the written summary shall be furnished to each member not later than September 1 of the year following the year for which the written summary is made.
- 6.7 Access to Records and Policies. All members, and their authorized representatives where appropriate and allowed by the Act, shall have full access to all accounting records and insurance policies of the Association, as authorized and allowed by the Act.
- 6.8 Notice of Excess Liability. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend.

7. Committees.

- 7.1 Other Committees. Other committees not having and exercising the authority of the board of directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association and the president of the Association shall appoint the members thereof.
- 7.2 Term of Office. Each member of a committee shall continue as such until the next annual meeting of the members of the Association and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee by the persons authorized to appoint such member, or unless such member be removed from such committee by the person or persons authorized to appoint such member, or unless such member shall cease to qualify as a member thereof.
- 7.3 <u>Chairman</u>. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.
- 7.4 <u>Vacancies</u>. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

- 7.5 Quorum. Unless otherwise provided in the resolution of the board of directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting which a quorum is present shall be the act of the committee.
- 7.6 Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with any rules adopted by the board of directors.

8. Contract, Checks, Gifts, and Additional Common Elements.

- 8.1 Contracts. The board of directors may authorize any officer or officers, agent or agents of the association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.
- 8.2 <u>Checks, Drafts, etc.</u> All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the board of directors. In the absence of such determination by the board of directors, such instruments shall be signed by the treasurer and countersigned by the president of the Association.
- 8.3 <u>Deposits</u>. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositaries as the board of directors may select.
- 8.4 <u>Gifts.</u> The board of directors may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.
- 8.5 <u>Additional Common Elements</u>. Subject to the approval of the board of directors, the Association may acquire personal property for usage in the discharge of its duties with reference to the Condominium, provided the expenditure for such is in accordance with these By-Laws.
- Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration, Articles, or these By-Laws.
- 10. <u>Arbitration</u>. In the event of an internal dispute among unit owners, the Association and their agents and assigns, upon consent of all parties t the dispute, such dispute shall be submitted for voluntary binding arbitration to a board of three (3) arbitrators who shall be selected pursuant to and perform their functions in accordance with the Rules of the American Arbitration Association as then in effect.
- 11. <u>Amendments</u>. Except as elsewhere provided otherwise, these By-Laws may be amended in the following manner:

- 11.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- 11.2 <u>Method</u>. A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be either by:
 - (a) Not less 2/3 of the entire membership of the board of directors and by not less than 2/3 of the votes of the entire membership of the Association; or
 - (b) Proviso. Provided, however, that no amendment shall discriminate against any member nor against any Unit or class or group of Units unless the members to affected shall consent. No amendment shall be made that is in conflict with the Articles or the Declaration.
- 11.3 Proviso. Provided, however, that no amendment shall discriminate against any member not against any Unit or class or group of Units unless the members to affected shall consent. No amendment shall be made that is in conflict with the Articles or the Declaration.
- 11.4 Execution, Recording and Effective Date. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the officers of the Association with the formalities required of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of St. Johns County, Florida. The certificate shall specifically refer to the Declaration.
- 11.5 Form of Amendments. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. Nonmaterial errors or omission in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

The foregoing, as amended, were adopted as the By-Laws of SEE-RAY SHORES CONDOMINIUM OWNER'S ASSOCIATION, INC., a Florida corporation, at a duly called meeting of the board of directors and the membership of the Association on the 3 day of September 2011.

Secretary

APPROVED:

PRESIDENT