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O.R. 707 PG 1080

DECLARATION OF CONDOMINIUM
OF
SER-RAY SHORES, a Condominium,
St. Johns County, Florida.

MADE this 24 day of July, 1984, by SER-RAY, INC., for itself, its successors, grantees and assigns.

WHEREIN SER-RAY, INC. a Florida Corporation, makes the following declarations:

PURPOSE

1.00 The purpose of this Declaration of Condominium is to submit the lands described herein and the improvements on these lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes (1984).

NAME

2.00 The name by which this condominium is to be identified is SER-RAY SHORES, a Condominium.

DEFINITIONS

3.00 The terms used in this Declaration of Condominium and in its Exhibits shall have the meanings stated in Chapter 718, Florida Statutes (1984) and as follows, unless otherwise set forth herein or unless the context otherwise requires.

3.01 Act. Chapter 718, Florida Statutes (1984).

3.02 Association. SER-RAY SHORES CONDOMINIUM OWNER'S ASSOCIATION, INC., a Florida corporation not for profit, and its successors, which is the corporate entity responsible for the operation of the condominium.

3.03 Association Property. That property, real and personal, in which title of ownership is vested in the Association for the use and benefit of its members.

3.04 Assessment. A share of the funds required for the payment of common expenses, which from time to time is assessed against the Unit Owner.

3.05 Board of Administration. The Board of Directors of the Association which is responsible for the administration of the association.

3.06 Buildings. The structure designed and utilized for residential dwelling units and which shall have been constructed on the Land.

3.07 By-Laws. The By-Laws of the Association existing from time to time.

3.08 Common Elements. Common Elements are all portions of the Condominium not included in the units, and include, but are not limited to:

(c) Basements, as may be necessary, through Units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of Utility Services to other Units or Common Elements.

(d) Installations 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.

(e) The property and installations in connection therewith acquired for the furnishing of services to more than one Unit or to the Common Elements.

(f) Basements for Maintenance of Common Elements.

(g) Each other item as set forth in the Act.

3.09 Common Expenses. Common Expenses and all expenses and assessments properly incurred by the Association for the Condominium. They include, but are not limited to:

(a) Expenses of management and administration of the Condominium.

(b) Expenses of insurance, maintenance, operation, repair, rental, replacement, and betterment of the Common Elements and of any portion or portions of any Unit which are required to be maintained by the Association.

(c) Expenditures by the Association for payment of costs that are the responsibility of a Unit Owner, including but not limited to, the costs of repair of damage to a Unit in excess of insurance proceeds, and the costs of insurance upon a Unit. It 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 certain enforcement rights under the Act insofar as the ultimate recovery of such expenditures by the Association from the responsible Unit Owner is concerned.

(d) Expenses declared Common Expenses by provisions of this Declaration or the By-laws.

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

3.10 Common Surplus. The excess of all receipts of the Association including, but not limited to, assessments, rents, profits and revenues on account of the common elements.

3.11 Condominium. The Condominium shall consist of all the Property as a whole when the context so permits or requires, as well as the meaning set forth in the Act and may be used interchangeably with or in conjunction with the term Property.

3.12 Condominium Documents. This Declaration of Condominium and the Exhibits which are all used hereto, all as the same may from time to time be amended, together with any and all other documents pertaining to the Condominium which are referred to herein or contemplated or allowed hereby. The attached Exhibits are as follows:

1. Exhibit A: Legal Description
2. Exhibit B-1: Survey of the Land
3. Exhibit B-2: Plot Plan
4. Exhibit B-3: Typical Floor Plan

- 5. Exhibit C Percentage of Ownership in Common Elements and Common Surplus and Share of Common Expenses
- 6. Exhibit D Articles of Incorporation, the document creating the Association, By-Laws, Defects or omissions in the By-Laws shall not affect the validity of the Condominium or title thereto.
- 7. Exhibit E

3.13 Condominium Parcel. A Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit. When the context permits, the term shall include all of the appurtenances to the Unit.

3.14 Declaration. This Declaration of Condominium and the Exhibits which are attached hereto, all as the same may from time to time be amended.

3.15 Developer. SEE-RAY, INC., a Florida Corporation, the entity which created this condominium and offers condominium parcels for sale in the ordinary course of business, together with its successors, assigns, or grantors, for said purposes.

3.16 Institutional Lender. Any bank, savings and loan association, real estate investment trust, union pension fund, properly authorized agency of the United States of America, mortgage banking firm, mortgage company, or insurance company.

3.17 Land. The realty described in Exhibit A attached hereto.

3.18 Limited Common Elements. Those portions of the common elements which are reserved for the use of a certain unit or units, to the exclusion of other units, as specified in this Declaration.

3.19 Plans and Specifications. The plans and specifications as prepared by Nelson A. Henson, Inc. entitled SEE-RAY SPECIES.

3.20 Plan. Exhibit B-2 which is attached hereto and in this reference made a part hereof.

3.21 Property. The land, any and all improvements thereon, including any tangible personal property reserved for the maintenance and operation of the Condominium, and also including all easements and rights appurtenant thereto, included for use in connection with the Condominium.

3.22 Regulations. Any rules or regulations respecting the use of the Property that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and By-Laws.

3.23 Share. The percentage of undivided interest in and to the Common Elements and Common Surplus which is appurtenant to each Unit and which is set forth in Exhibit C attached hereto.

3.24 Unit. The portion of the Condominium property which is subject to exclusive ownership.

3.25 Unit Owner. The owner of a Condominium Parcel.

3.26 Utility Services. As used in the Act, in connection with reference to this Condominium, and as used in the Declaration and By-Laws, Utility Services shall include, but not

be limited to, electric power, gas, hot and cold water, heating, telephone, refrigeration, air conditioning, cable television, security systems, and garbage and sewage disposal.

LAND COMMITTED

4.00 The land, owned by SEE-RAV, INC., a Florida Corporation, which by this Declaration of Condominium, is hereby submitted to the condominium form of ownership, 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:

5.01 Units and Common Elements. The improvements upon the land are to be constructed substantially in accordance with Exhibits B-1 through B-3 which together with the Declaration, identify the relative location and approximate dimensions of each Unit and the Common Elements.

5.01a Certification. Upon substantial completion of the construction, the developer or the Association shall amend the Declaration to include a certificate of a surveyor authorized to practice in the State of Florida that the Exhibits attached hereto are accompanied by any final survey and/or graphic descriptions filed therewith comprise an accurate representation of the location and dimensions of the improvements so that the identification, location and dimensions of the Common Elements and each Unit can be determined from these materials.

5.02 Amendment of Plans and Specifications.

The interior plan of a Unit may be changed by its owner; the size and boundaries of a Unit may not be changed. No Unit may be subdivided. Developer reserves the right to make changes within Units during the construction of the buildings provided those changes do not alter the size and dimensions of Units for which a purchase and sale Agreement has been signed, unless such changes are approved by the purchaser affected by the change.

5.03 Easement for Utilities. Easements are reserved through the Property as may be required for utility services in order to serve the Condominium adequately. Easements through a Unit shall be only according to the Plans and Specifications for the appropriate building, or as the building is constructed. The easements shall include, but not be limited to, the channels that run vertically through each Unit as shown upon the Plans and Specifications. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs the Utility Service using the easements.

5.03a Easement of Egress and Access. A non-exclusive easement for ingress and egress over all streets, walks and other rights of way serving the Units of the Condominium, to the extent necessary to provide reasonable access from each Unit to a public way is hereby created as a part of the Common Elements.

5.04 Unit Boundaries. Each Unit shall include that part of the building containing the Unit, together with the boundaries of the Unit as set forth in the Plans and Specifications, including the following boundaries (excluding, however, all space and improvement lying within or partitioned and lying within same, and further excluding all installations, pipes, ducts,

wires, conduits, and other facilities running through any interior wall or partition for the furnishing of Utility Services to Units or Common Elements).

(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 boundary of all Units shall be the horizontal plane of the undecorated finished ceiling.

(2) Lower Boundaries. The lower boundary shall be the horizontal plane of the undecorated finished floor.

(b) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical plane of the undecorated finished interior of the walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries.

5.05 Common Elements. The Common Elements include all of the Property except the Units.

UNITS

6.00 The Units. The Units of the Condominium are individual ~~apartments~~ and are described more particularly, and the rights and obligations of Unit Owners are established, as follows:

6.01 Unit Numbers. The unit numbers are as established on Exhibit B-7, attached hereto and incorporated herein by reference.

6.02 Typical Unit Plans. There are three typical floor plan of the units in the condominium, which are more particularly set forth in Exhibit B-8.

6.03 Appurtenances to Units. The owner of each Unit shall own a share and certain interests in the Property, which share and interests are appurtenant to his Unit. Including, but not limited to, the following items that are appurtenant to the several Units as indicated:

(a) Ownership of Common Elements and Common Surplus. The undivided share in the Common Elements and in the Common Surplus that is appurtenant to each Unit are as set forth in Exhibit B-9 attached hereto.

(b) Use of Common Elements. Use of the Common Elements is subject with other Unit Owners and the individual air conditioning equipment (if located outside the unit).

(c) Use of Limited Common Elements. Exclusively used by the Limited Common Elements appurtenant to each Unit, which Limited Common Elements consist of the balconies, patios, attached and adjacent to each individual unit and the individual air conditioning unit and attendant pipes, valves, ducts and other facilities which provide air conditioning to the respective individual unit.

(d) Association Membership and Voting. Each Unit owner shall be entitled to vote and (if) participate with units owned by such owner, at meeting of the Association, in accordance with the provisions of the Bylaws and Articles of Incorporation.

only Phase One is developed, there shall be a total of nine (9) votes. If Phase Two is also developed, there shall be a total of eighteen (18) votes. The ownership interest of each Phase One Unit owner in the Association and in the funds and assets of the Association if only Phase One is developed is as follows:

Unit Number:

101, 201, 103, 303	11.3634%
102, 202, 302	10.7264%
301, 303	11.3036%

The ownership interest of each Phase One Unit owner in the Association and in the funds and assets of the Association if both Phase One and Phase Two are developed is as follows:

Unit Number:

101, 201, 103, 203	5.6517%
102, 202, 302	5.3632%
301, 303	5.6517%

6.04 Liability for Common Expenses. Each Unit Owner shall be liable for a proportionate share of the Common Expenses, that share being the same as the individual share in the Common Elements appurtenant to this Unit, as set forth in Exhibit C attached hereto, subject to the limitations set forth in the By-Laws.

MAINTENANCE

7.00 Maintenance, Alteration, and Improvement. Responsibility for the maintenance of the Property, and restrictions upon its alteration and improvement, shall be as follows:

7.01 Units.

(a) by the Association. The Association shall maintain, repair, and replace at the Association's expense:

(1) All walls, ceilings, floors, foundations, and roofs of a Unit, including unadorned interior surfaces, contributing to the support of the building.

(2) Balconies and patios, together with their decoration and surfacing and improvements to same.

(3) All incidents of damage caused to a unit by work performed by the Association under this subsection shall be repaired promptly at the Association's expense.

(4) The Association shall have the authority to require unit owners, at the respective Unit owner's expense, to maintain, repair, and replace, or paint, glaze for windows and glass doors within their respective units, except in cases of damage for which insurance proceeds and paint or glaze purchased by the Association.

(5) by the Unit Owner. The responsibilities of the Unit Owner shall be as follows:

(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 shall be done without disturbing the rights of other Unit Owners.

(2) The portions of a Unit to be maintained, repaired and replaced by the Unit Owner at his expense shall include, but not be limited to the following items: air handling equipment for heating and cooling, whether located inside or outside the unit, service equipment, such as dishwasher, garbage disposal, washer, dryer, refrigerator, oven, stove, and water heater, whether or not these items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slabs and inside paint and other inside wall finishes. Mechanical equipment and the installation of that equipment shall be such that its operation will not cause annoyance to the occupants of other Units.

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

(4) To come promptly to the Association any defect or need for repairs for which the Association may be responsible.

(c) Alteration and Improvement. Except as otherwise provided, neither a Unit Owner nor the Association shall make any alteration in the portions of a Unit that are to be maintained by the Association, or remove any portion of them, or make any additions to them, or do anything that would jeopardize the safety or soundness of the Building, or impair any easement, without first obtaining approval in writing of the owners of all Units in which the work is to be done and the approval of the board of directors of the Association. If the alteration or improvement to the Unit will change the appearance of any portion of the exterior of the building, the change in appearance must be approved by the owners of 75% of the Units at a meeting of the Association called for that purpose. A copy of plans for all of the proposed work, prepared by an architect licensed to practice in the State of Florida shall be filed with the Association prior to the start of the work.

7.02 Common Elements.

(a) By the Association. The maintenance and operation of all Common Elements shall be the responsibility of the Association and the cost shall be a Common Expense.

(b) By the Unit Owners. Each Unit Owner shall be solely and exclusively responsible for the operation, including power, maintenance, and repair of the individual air conditioning unit and attendant piping, valves, wiring, and other facilities which provide air conditioning to the individual Unit, despite the fact that the same are a portion of the Common Elements.

(c) Alteration of Common Elements. Except as otherwise provided, neither a Unit Owner nor the Association shall make any alteration in the portions of a Unit that are to be maintained by the Association, or remove any portion of them, or make any additions to them, or do anything that would jeopardize the safety or soundness of the Building, or impair any easement, without first obtaining approval in writing of the owners of all Units in which the work is to be done and the approval of the board of directors of the Association. If the alteration or improvement to the Unit will change the appearance of any portion of the exterior of the building, the change in appearance must be approved by the owners of 75% of the Units at a meeting of the Association called for that purpose. A copy of plans for all of the proposed work, prepared by an architect licensed to practice in the State of Florida shall be filed with the Association prior to the start of the work.

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

ASSESSMENTS

8.00 Assessments. The making and collection of Assessments against the Unit Owners for Common Expenses shall be pursuant to the By-Laws and subject to the limitations set forth therein.

8.01 Share of Common Expense. Each Unit Owner shall be liable for a proportionate share of the Common Expenses, and shall share in the Common Surplus, these shares being the same as the undivided share in the Common Elements appurtenant to the Unit owned by him, all as provided for in Exhibit C attached hereto.

8.02 Interest; Application of Payments. The portion of Assessments and Installments on Assessments that are not paid when due shall bear interest at the rate of 18% per annum from the date when due until paid. All payments upon account shall be applied first to interest and then to the Assessment principal first due, and each and every Assessment until due thereafter in chronological order.

8.03 Lien for Assessments. The lien in all circumstances shall secure reasonable "Attorney's" fees, including but not limited to, appellate fees, incurred by the Association incident to the collection of an Assessment or enforcement of the lien.

8.04 Lien Pending Foreclosure. If the Unit Owner remains in possession of the unit and the claim of lien is foreclosed, the Association may apply to the Court for an Order requiring the Unit Owner to pay a reasonable sum for the unit, and the Association is entitled to the appointment of a receiver to collect the sum.

8.05 Priority; Lien; Priority; Interest; and Collection. The provisions for Assessment, Liability, Lien, Priority, interest and collection found at Florida Statute 718.111 (1984), are hereby adopted by reference as fully as if set forth herein. The status of a first mortgage holder of record from common expenses assessment, which become due prior to acquisition of title by foreclosure, unless secured by a claim of lien recorded prior to the recording of the foreclosed mortgage, is hereby extended to those who acquire a deed in lieu of foreclosure.

8.06 Assessment Against Developer. The Developer and his assigns for so long as 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 mortgage and sale of the first condominium unit occurs. However, the developer and his assigns must pay the portion of common expenses incurred during that period which exceed the amount assessed against other unit owners.

ASSOCIATION

9.00 The operation of the Association shall be by the Association, a corporation not for profit, organized under the laws of the State of Florida, which shall fulfill the following purposes:

9.01 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit D.

9.02 By-Laws. The By-Laws of the Association shall be the By-Laws of the condominium, a copy of which is attached hereto as Exhibit E.

9.03 Restraint Upon Withdrawal. The share of the Unit owners in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except in an appurtenance to the unit.

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 interests in lands or facilities. The Association may provide that the general membership fees, operation, repairment and other expenses are common expenses. No action taken pursuant to this paragraph shall be authorized except where authorized by a majority vote of a regular or called meeting of the general membership.

9.05 Developer's Right to Manage. When Unit Owners other than the Developer own fifteen (15%) per cent or more of the total number of Units in a Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect one-third (1/3) of the members of the Board of Administration of the Association. Unit Owners other than the Developer are entitled to elect two-thirds (2/3) of the members of the Board of Administration of the Association at the earlier of:

(a) Three (3) years after fifty (50%) per cent of the total number of Units (2) that will be operated ultimately by the Association in Phase I have been conveyed to Purchasers;

(b) One (1) year after ninety (90%) per cent of the total number of Units (2) that will be operated ultimately by the Association in Phase I have been conveyed to Purchasers;

(c) When all the Units (2) that will be operated ultimately by the Association in Phase I have been completed, none of them have been conveyed to Purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(d) When none of the Units have been conveyed to Purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, Developer shall be entitled to elect at least one-third (1/3) of the Board of Administration of the Association so long as the Developer holds for sale in the ordinary course of business at least five (5%) per cent of the total number of Units in a Condominium operated by the Association.

9.06 Prohibited Actions. So long as the Developer is the owner of record title to any Unit, and holds that Unit for sale in the ordinary course of business, none of the following actions may be taken without approval in writing from the Developer:

(a) Assessment of the Developer or a Unit owner for capital improvements;

(b) Any action that would be detrimental to the sale of Units by the Developer; provided, however, that a unit owner increases an assessment for Common Expenses without

discrimination against the Developer shall not be deemed detrimental.

INSURANCE

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

10.01 Authority to Purchase. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association, in the case of insurance covering damage to the unit buildings and their appurtenances, also for the benefit of unit owners and their mortgagees as their interests may appear. Provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of unit owners. Such policies and endorsements thereon shall be deposited with the Association. It shall not be the responsibility or duty of the Association to obtain insurance coverage for personal liability, personal property or living expenses of any unit owner, but the unit owner may obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association. Unit owners shall furnish to the Association copies of all insured policies obtained by them.

10.02 Coverages.

(a) Casualty. All buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against: (1) loss or damage by fire and other hazards covered by a standard extended coverage; and (2) "All Risks" coverage (special building form) and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land.

(b) Public Liability Insurance. There shall be provided such amounts and such coverage as may be required by the Board of Directors of the Association and with cross liability endorsement to indemnify the Association and its members, jointly and severally, for liability to a unit owner, but with coverage not less than \$1,000,000.00, single limit liability.

(c) Workmen's Compensation Policy. To meet the requirements of law.

(d) Other Risks. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location, and use as the buildings on the land, including, but not limited to, insurance covering flooding to the extent that coverage is available. The entire liability, if any, of the Association or Unit Owners shall be insured.

The policies shall state whether the following items are included within the coverage in order that unit owners may insure themselves if the items are not covered by the Association: floor covering, wall covering or ceiling coverings.

When appropriate and possible, the policies shall waive the insurer's right to:

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

(ii) the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

(iii) avoid liability for a loss 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 Unit Owners.

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

10.04 Depository. All proceeds payable by insurance policies subscribed by the Association shall, in for the benefit of the Association, the unit owners, and their respective mortgagees or their interests may appear and shall provide that all proceeds covering property losses shall be paid to a depository being a bank or savings institution having offices in Florida, as may from time to time be approved by the Board of Directors of the Association, which depository, as herein referred to as "Depository," the duty of the Depository shall be to receive such proceeds as or paid and hold the same for the purposes elsewhere stated herein for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the depository:

(a) Common Elements. Proceeds or amount of damage to common elements shall be undivided shares for each unit owner of the Condominium, such share being the same as the undivided share in the common elements appurtenant to that unit.

(b) Unit. Proceeds on account of damage to units shall be held in the following undivided shares: for the owners of the damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Board of Directors of the Association.

(c) Mortgagee. In the event a mortgagee endorsement has been issued as to a unit, the share of a unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

10.05 Disbursement of Proceeds. Proceeds of insurance policies received by the Depository shall be distributed as follows for the benefit of the beneficial owners in the following order:

(a) Expenses of Depository. All expenses of the depository shall be first paid or provided for therefore.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the necessary proceeds shall be paid to a firm to do the work or otherwise provided. Any proceeds not so paid after deducting such costs shall be distributed to the beneficial owners, proportionately to unit owners and mortgagees being paid equally in time. This is a provision for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(d) Certificate. In making distribution to unit owners and their mortgagees, the depository may rely upon a certificate of the Association made by its President and Secretary as to the names of unit owners and their respective shares of the distribution.

10.06 Association as Agent. The Association is hereby irrevocably appointed agent, with full power of substitution, for each unit owner to adjust all claims arising under insurance policies purchased by the Association, to bring suit thereon in the name of the Association and/or other insureds and deliver releases upon payments of claims, and to otherwise exercise all of the rights, powers and privileges of the Association and each owner of any other insured interest in the Condominium property as an insured under such insurance policies.

RECONSTRUCTION OR REPAIR AFTER CASUALTY

11.06 Failure to Reconstruct or Repair. If any part of the Condominium property shall be damaged by casualty, the decision of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) Common Element. If the damaged improvement is a common element other than a unit building, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty 75% of the unit owners and all institutional mortgagees agree, in writing, that the same shall not be reconstructed or repaired.

(b) Unit Building.

(i) Partial Destruction. If the damaged improvement is a unit building and less than 90% of the amount of insurance applicable to such unit building is recoverable by reason of such casualty, then the unit building shall be reconstructed and repaired unless all of the owners of all the units and all institutional mortgagees within sixty (60) days after casualty shall agree, in writing, that the same shall not be reconstructed or repaired.

(ii) Total Destruction. If the damaged improvement is a unit building and 90% or more of the amount of casualty insurance applicable to such unit building is forthcoming by reason of such casualty, the unit building shall be reconstructed or repaired unless within sixty (60) days after casualty 75% of the owners of all the units and all institutional mortgagees shall agree, in writing, that the same shall not be reconstructed or repaired.

(c) Certificate. The depository may rely upon a certificate of the Association made by its President and Secretary as to whether or not the unit owners, where so provided, have made a decision whether or not to reconstruct or repair.

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 Board of Directors of the Association and if the damaged property is a unit building, by the owners of all damaged units affected, which approvals shall not be unreasonably withheld.

11.02 Responsibility. If the damage is only to those parts of units for which the responsibility of maintenance and repair is that of unit owners, then the unit owners shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

11.03 Estimate of Costs. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

11.04 Assessments for Reconstruction and Repair, including Unit Liabilities. Assessments shall be made against all unit owners in amounts sufficient to provide funds for the payment of such costs. Such assessments shall be in proportion to each unit owner's share in the common elements.

11.05 Construction Funds. The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of the proceeds of insurance held by the depository and funds collected by the Association from assessments against unit owners shall be disbursed in payment of such costs in the following manner:

(a) **By Check.** If the total of assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than Ten Thousand Dollars (\$10,000.00), then it shall be paid upon such assessments shall be deposited by the Association with the depository. In all other cases, the Association shall hold the funds paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.

(b) **Depository.** The proceeds of insurance collected by the Association and the same deposited with the depository by the Association from collection of assessments against unit owners in payment of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) **Unit Owners.** The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner, shall be paid by the depository to the unit owner or if there is a mortgagee, to such mortgagee, then to the unit owner and the mortgagee, who may use such proceeds as they may be advised.

(2) **Association - Common Elements.** If the amount of the costs of reconstruction and repair which is the responsibility of the Association is more than Ten Thousand Dollars (\$10,000.00), then the amount collected shall be disbursed in payment of such costs upon the order of the Association provided, however, that unit owners of the Association may, at their expense, obtain a separate policy of insurance

policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(11) Association - Major Damage. If the amounts of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Ten Thousand Dollars, (\$10,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise work.

(12) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from income and proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that no part of a distribution to a beneficial owner which is less than the assessments paid by such owner into the construction fund shall not be used payable to any mortgagee.

(13) Certification. Notwithstanding the provisions herein, the depository shall not be required (1) to determine whether or not sums paid by unit owners upon assessments shall be deposited by the Association with the depository (2) to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or engineer, (3) to determine whether a disbursement is to be made from the construction fund, (4) to determine whether surplus funds to be distributed are less than the assessments paid by owners, (5) to determine any other fact or matter relating to its duties hereunder. Instead, the depository may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and as long as the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that such a mortgagee is herein required to be named as payee, the depository shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect or engineer by the Association shall be first obtained by the Association.

CONDEMNATION

12.06 Deposit of Awards with Insurance Trustee. "The loss of Property by Condemnation shall be deemed to be a casualty, and the awards for that loss shall be deemed to be proceeds of an insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even if such awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the opinion of the Board of Directors of the Association, a special Assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that owner.

12.07 Contribution of Expenses for Condemnation Proceedings. "The expenses of the Association shall be deemed to be a casualty, and the awards for that loss shall be deemed to be proceeds of an insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even if such awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the opinion of the Board of Directors of the Association, a special Assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that owner.

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

12.02 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be Property and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, and the size of the Condominium will be reduced, the owners of condemned Units will be made whole and the Property damaged by the taking will be made useable in the manner provided, infra. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty.

12.03 Taking of Common Elements other than Unit Buildings. Awards for the taking of Common Elements other than unit buildings shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the Shares after adjustment is required pursuant to § 10.04 and § 10.05, supra. If there is a mortgagee of a Unit, the distribution shall be paid jointly to the owner and mortgagee of the Unit.

12.04 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements that are effected by condemnation shall be evidenced by an amendment of the Declaration that need be approved only by a majority of all of the directors of the Association.

PERSONAL LIABILITY LIMITATION.

13.01 The liability of the owner of a unit for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration.

13.02 The owner of a unit shall have no personal liability for any damages caused by the Association or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a home would be liable for an accident occurring within his home.

RESTRICTIONS

14.00 All following restrictions shall be applicable to and consistent running with the land of the Condominium.

14.01 Residential Use. The Condominium property shall be for residential use only. No structure shall be constructed upon the lands other than unit buildings or other structures intended for residential use and appurtenances thereto. Each unit shall be occupied only by a single family, its servants and guests as a residence. No unit may be divided or subdivided into another unit or any portion thereof sold or otherwise transferred without first amending this Declaration to show the change in the unit to be effected thereby.

14.02 Nuisance. No nuisance shall be allowed upon the Condominium property, nor any use or practice which is the source

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

14.03 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium property or any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

14.04 Signs. No "For Sale" or "For Rent" 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" or "For Rent" signs in connection with any unsold or unleased units at any time up to time of sale. The same right is reserved to any institutional first mortgagee or owner or holder of a mortgage originally given to an institutional first mortgagee which may become the owner of a unit and to the Association as to any unit which it may own.

14.05 Exterior Appearance. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed from any part of any unit or common element. The common elements shall be kept free and clear of rubbish, debris and other unwholesome material. There shall be no keeping by unit owners or tenants of any chairs, tables, benches or other articles upon any common element except limited Common Elements. Nothing shall be hung or displayed on the outside walls of a unit building and no awning, canopy, shade, window guard, ventilator, fan, air conditioning device, radio or television antenna may be affixed to or placed upon the exterior walls or roof of any part thereof without the prior consent of the Association.

14.06 Leasing. After approval of the Association elsewhere required, the office unit may be rented, provided the occupancy is only by one lessee, who shall be no less than twenty-five (25) years of age and who shall physically occupy the unit during the entire term of the lease, and members of his immediate family, his servants and guests and the term of the lease is not less than seven (7) days. No room may be rented and no transient tenants may be accommodated. No lease of a unit shall release or discharge the owner thereof with regard to his duties under this Declaration.

14.07 Pets. Pets shall not be permitted, except that small household pets may be permitted subject to reasonable regulations adopted by the Board of Directors of the Association.

14.08 Corporate Ownership of Units. Corporate owners, other than Developers, shall only permit the use of their Unit by its principal officers or directors or other guests, provided, however, that such corporate owner shall sign and deliver to the Association a written statement designating the name of the party or parties entitled to use such Unit, and including provisions in favor of the Association, whereby such party or parties agree to comply with all terms and provisions of the Declaration and of the Regulations of the Association, that the party or parties' right to use such Unit shall be dependent only so long as the corporation shall continue to be a member of the Association. Upon decision by the Association to any corporate owner to remove any party from permission to use a Unit owned by such corporate owner for failure of such party to comply with the terms and provisions of the Declaration and/or of the Regulations, or for

any other reason, the corporate owner shall forthwith cause such unit to be removed, failing which, the Association, as agent of the owner, may take such action as it may deem appropriate to accomplish the removal of such unit, and all such action by the Association shall be at the cost and expense of the owner who shall reimburse the Association therefor upon demand, together with such attorney's fees as the Association may have incurred incident thereto.

14.09 Regulations. Reasonable regulations concerning the use of the Condominium property may be made and amended from time to time by the Board of Directors of the Association.

LIMITATIONS UPON TRANSFER

15.03 Maintenance of Community Interests. In order to maintain a community of congenial residents and thus protect the value of the units, and in order to assure the financial ability of each unit owner to pay assessments due against him, the transfer of units by any owner other than the developer shall be subject to the following provisions so long as the Condominium exists, which provisions each owner covenants to observe:

(a) Transfers Subject to Approval.

(i) Sale or lease. No unit owner may dispose of a unit or any interest therein by sale or lease for a period of more than thirty (30) consecutive days without approval of the Association, unless such transfer is to the owner of another unit.

(ii) Gift, bequest or inheritance. If any unit owner shall acquire his title by gift, bequest or inheritance, the continuance of his ownership of his unit shall be subject to the approval of the Association.

(b) Approval by Association. The approval of the Association which is required in the transfer of ownership of units shall be obtained in the following manner:

(i) Notice to Association.

a. Sale. A unit owner intending to make a sale of his unit or any interest therein shall give to the Association notice, in writing, of such intention together with the name and address of the intended purchaser and such other information concerning the intended sale as the Association may reasonably require. Such notice, at the unit owner's option, may be given in person, or by first-class receipt of such notice and before the Association must either approve or disapprove the contemplated sale of the owner's ownership of his unit. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form and shall be delivered to the unit owner and shall be recorded in the public records of Alameda County, Florida.

(ii) Approval of Corporate Owner or Purchaser. If the unit owner or purchaser of a unit is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the unit be also approved by the Association. The Association may, by regulation, require a corporate owner to designate no more than two (2) natural persons who, together with their families, servants, and guests may occupy the unit; such designation to change is made frequently thereafter. The Association may prohibit occupancy by non-designated persons.

(c) Disapproval by Association. If the Association shall disapprove 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 certified or registered mail to the unit owner an agreement to purchase by a purchaser, being either the Association or a person approved by the Association, who will purchase and to whom 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, or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrator shall be two arbitrators appointed by the American Arbitration Association who shall base their determination upon an average of three appraisals of the unit, and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

b. If the purchaser shall elect to purchase at the price stated in the agreement, the purchase 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 sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchaser, or within sixty (60) days after the determination of the sale price if such is by arbitration.

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

(ii) Lease. If the proposed transaction is a lease, the unit owner shall be advised of the disapproval in writing, and the lease shall not be made.

(iii) Gift, Devise or Inheritance; Other Transfers. If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within sixty (60) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by certified or registered mail to the unit owner an agreement to purchase by a purchaser, being either the Association or a person who will purchase and to whom the unit owner must sell the unit upon the following terms:

a. The sale price shall be the fair market value determined by agreement between the seller and purchaser within sixty (60) days from the delivery or mailing of said agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrator shall be two arbitrators appointed by the American

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 award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

b. The purchase price shall be paid in cash.

c. The sale shall be closed within sixty (60) days following the determination of the sale price.

d. If the Association shall fail to purchase or provide a purchaser as herein required, or if a purchaser furnished by the Association shall default or his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

(d) Mortgage. No unit owner may mortgage his unit or any interest therein without the approval of the Association except to an institutional mortgagee or a Wall Street. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

(e) Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by an institutional mortgagee which acquired its title as the result of issuing a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by the institutional mortgagee which so acquires its title; nor shall such provisions apply to a transfer to or a purchaser by the Developer or a transfer, sale or lease by the Developer.

(f) Separation of Interests. A sale of a unit shall include all of the appurtenances and appurtenances may not be sold separate from a unit.

(g) Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

(h) Notice of Lien or Suit.

(i) Notice of Lien. A unit owner shall give notice, in writing, to the Association of every lien upon his unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

(ii) Notice of Suit. A unit owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his unit, such notice to be given within five (5) days after the unit owner received knowledge thereof.

(iii) Failure to Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

(i) Purchase of Units by Association. The Association shall have the power to purchase units, subject to the following provisions.

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

(ii) Rights of Developer. Notwithstanding anything herein to the contrary, until 75% 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 sale or transfer, the Developer shall have the right of first refusal to purchase such unit for itself upon the same terms and conditions available to the Association.

COMPLIANCE AND DEFAULT

16.00 Compliance and Default. Each 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 Regulations, all as may be amended from time to time. The Association and Unit Owners shall be entitled to the following relief in addition to the remedies provided by the Act:

16.01 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair, or replacement made necessary by his negligence or by that of any member of his family or him or their guests, employees, agents, or licensees, but only to the extent that that expense is not met by the proceeds of insurance carried by the Association.

16.02 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, the Declaration, the Articles of Incorporation of the Association, the By-Laws, or the Regulations, all as may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be awarded by the court, including appellate attorneys' fees.

16.03 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction, or other provision of the Act, the Declaration, the Articles of Incorporation of the Association, the By-Laws, or the Regulations shall not constitute a waiver of the right to do so thereafter.

AMENDMENTS

17.00 This Declaration and the Articles of Incorporation and By-Laws of the Association may be amended in the following manner:

17.01 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which proposed amendment is considered.

17.02 Resolution. An amendment may be prepared by either the Board of Directors or by two-thirds (2/3) of the unit owners. A resolution adopting a proposed amendment must bear the approval of a majority of the Unit Owners of the Association by secret ballot. Unit Owners not present at the meeting considering the amendment, may give their approval, in writing, given before such meeting. Upon such a vote, it shall be the duty of the officers of the Association to execute such amendment in the manner required for the execution of a deed and to record same in the public records of St. Johns County, Florida, and such amendment shall be effective when recorded in the public records of St. Johns County, Florida.

17.02 Agreement. In the alternative, an amendment 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, Florida.

17.04 By 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 then under contract to purchase.

TERMINATION

18.00 This Condominium may be terminated in the following manner:

18.01 All of the unit owners may remove the Condominium property from the provisions of this Declaration by an instrument to that effect, duly recorded, provided that the holders of all liens affecting any of the Condominium parcels consent thereto or agree, in either case, by instruments duly recorded that their liens be transferred to the undivided share of the unit owner.

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

18.03 After termination of the Condominium in any manner, the liens upon Condominium parcels shall be upon the respective undivided shares of the owners as tenants in common.

MISCELLANEOUS

19.00 Miscellaneous. The following miscellaneous provisions shall be applicable:

19.01 Covenants Running with the Land. All covenants of the Condominium Documents shall be covenants to be covenants running with the Property and with every part thereof and interest therein, including, but not limited to, every Unit and the appurtenances thereto, and every Unit Owner and claimant of the Property or any part thereof or interest therein, and his heirs, executors, administrators, personal representatives, successors, and assigns shall be bound by all of the provisions of the Condominium Documents.

19.02 Rights of Developer Assignable. All rights in favor of Developer contained in the Condominium Documents are freely transferable and assignable, in whole or in part, by Developer and may be freely exercised or enforced by the assignee, transferee, or successor in interest of Developer, including, but not limited to, the purchaser of Developer's interest at a foreclosure sale, or the entity into which Developer may be merged, provided, however, that purchasers of individual condominium units shall not be construed as transferees or assignees of the Developer.

19.03 Disqualification. Developer, as a member of the Association, shall not be permitted to disqualify itself or any vote which may come before the membership of the Association, and any other entity in which Developer may have a pecuniary or other interest.

19.04 Separability. The invalidity, in whole or in part, of any covenant or restriction, or any section, subsection, sentence, clause, phrase, or word, or other provision of the Declaration, the Articles of Incorporation of the Association, the By-Laws, and the Regulations of the Association shall not affect the validity of the remaining portions.

19.05 Notice. Unless otherwise specifically provided for herein, all notices referred to or required herein must be given in writing by certified mail. Such notices shall be deemed given for purposes hereof when postmarked and when addressed as follows:

(a) As to Unit Owners and Holders of Mortgages on Units (Including Institutional Lenders). To the address reflected on the rosters and other records maintained by the Association.

(b) As to the Association. To the office maintained at the Condominium.

19.06 Paragraph Headings. The paragraph headings contained in the Declaration are for reference purposes only and shall not in any way affect the meaning, content, or interpretation thereof.

19.07 Time of Essence. Time is of the essence of the Declaration.

19.08 Construction.

(a) The provisions of the Declaration shall be liberally construed so as to effectuate its purpose of creating a uniform plan of Condominium ownership.

(b) The Declaration shall be construed under the laws of the State of Florida, regardless of where it may have been executed or delivered.

(c) Whenever the context requires or permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

PHASE TWO PLAN

20.00 Phase Development. The Declaration of Condominium submits only Phase One to condominium ownership. The land thereby submitted is stated on Exhibit "A" and is graphically identified with other anticipated phases in Exhibits B-1 through B-3.

20.01 Anticipated Phases. Though not required to do so, the developer anticipates and he shall submit one more phase (two) to this condominium ownership.

20.02 Anticipated Phase Layout. The developer proposes to devote additional land described as "Phase Two" to the condominium ownership, if Phase Two is constructed. Such land will be used for the construction of one additional residential unit, substantially identical to those constructed in Phase One.

20.03 Units. The number and general size of units to be included in such phase is as shown on Exhibits B-1 through B-3; the second phase consisting of twenty (20) units of identical size and configuration of Phase One. Such units are approximately 1,400 square feet in size.

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

<u>Phase Complete</u>	<u>Resulting Percentage Ownership Per Unit</u>
One	Unit numbers: 101, 201, 103, 203, 11.3034%
	Unit numbers: 102, 202, 302 10.7264%
	Unit numbers: 301, 303 11.3036%
One and Two	Unit numbers: 101, 201, 103, 203, 104, 204, 106, 206, 5.6517%
	Unit numbers: 102, 202, 302, 105, 205, 305 5.3632%
	Unit numbers: 301, 303, 304, 306 5.6516%

20.05 Recreational Area and Facilities. No additional recreational area or facilities will be constructed as a result of the construction of Phase Two.

20.06 Membership Vote. The membership vote in the association is attributable to each unit in each phase is one. The ownership in the association attributable to each unit changes as each phase is committed to condominium ownership and, expressed as a percentage, is as stated in paragraph 20.04 hereof.

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

Signed, sealed and
delivered in the presence
of:

SEE-RAY, INC., a Florida
Corporation,

By [Signature]
[Illegible Title]

[Signature]
[Signature]

ATTEST: [Signature]
As its Secretary

(CORPORATE SEAL)

STATE OF KENTUCKY
COUNTY OF Franklin

The foregoing instrument was acknowledged before me this 11th day of June, 1986, by Fay Lapper and Robert S. Lapper as President and Secretary, respectively, of SEE-RAY, INC., a Florida corporation, on behalf of the corporation.

William J. Lullie
Notary Public
State of Florida at Large
My Commission Expires: July 1, 1988

CONSENT OF MORTGAGEE

FLORIDA NATIONAL BANK, as Mortgagee of the property described in this Declaration of Condominium of SEE-RAY SHORES, a Condominium, hereby consents to the execution and recording of this Declaration.

FLORIDA NATIONAL BANK
By [Signature]
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before me personally appeared William J. Lullie to me well known to be the Notary Public of FLORIDA NATIONAL BANK, a Florida Corporation, the corporation named in the foregoing instrument, and known to me to be the person who as such officer of said corporation executed the same; then and there the said William J. Lullie did acknowledge being so that said instrument is the free act and deed 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 authority in his duly vested by the Board of Directors of said corporation.

WITNESS my hand and official seal this 17th day of June, 1986.

William J. Lullie
Notary Public
State of Florida at Large
My Commission Expires: July 1, 1988
NOTARY PUBLIC STATE OF FLORIDA
My Commission Expires: July 1, 1988

EXHIBIT "A"LEGAL DESCRIPTIONSEMI-RAY SHORES
(a Condominium)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, Chautauqua Beach 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 minutes 13 seconds west, on the east line of said Lots "E" and "F" and on the east end of said alley, 100.50 feet; thence north 88 degrees 33 minutes 47 seconds west, on the center of said alley, 150.00 feet; thence south 1 degree 42 minutes 13 seconds west, 7.50 feet; thence north 88 degrees 33 minutes 47 seconds west, on the south line of said alley, 18.00 feet; thence north 1 degree 42 minutes 13 seconds east 108.00 feet; thence south 88 degrees 33 minutes 47 seconds east, on the north line of said block 2, a distance of 168.00 feet to the point of beginning.

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

A strip of land 10 feet in width in a vacated alley on the southerly side of Lots 2 and 4, Block 2 and in a 25 foot width vacated alley on the west side of said Lot 4 in 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:

Commencing at the northeast corner of Lot 3 of said Block 2; thence south 1 degree 42 minutes 13 seconds west, on the east line of said Lot 3 and the west line of said 25 foot width vacated alley, 108.50 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 east 10.00 feet; thence south 88 degrees 33 minutes 47 seconds east 27.00 feet; thence south 1 degree 42 minutes 13 seconds west 10.00 feet; thence north 88 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 land 10 feet in width in a 25 foot width vacated alley on the west side of Lot 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:

Beginning at the northeast corner of Lot 3 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 42 minutes 13 seconds west 88.00 feet; thence north 88 degrees 33 minutes 47 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.

and also

A parcel of land in the 25 foot width vacated alley in Block 2, Chautauqua Beach Subdivision as recorded in Map Book 2, Page 5,

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

Commencing at the northeast corner of Lot 2 of said Block 2; thence south 1 degree 42 minutes 13 seconds west, on the west 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 20.00 feet; thence south 1 degree 42 minutes 13 seconds west 20.00 feet; thence north 88 degrees 33 minutes 47 seconds west, on the westerly extension of the south line of a vacated alley on the southerly side of Lots 2 and 4 of said Block 2, a distance of 20.00 feet; thence north 1 degree 42 minutes 13 seconds east, on said west line of 25 foot 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 sanitary sewer lines over and across the following described parcels:

A strip of land 10 feet in width in Lots 2, "A" and "F" and in the 25 foot width vacated alley on the southerly side of Lots 2 and 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:

Commencing at the northeast corner of said Lot "F"; thence north 88 degrees 33 minutes 47 seconds west, on the north line of said Block 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 88 degrees 33 minutes 47 seconds west 79.00 feet; thence south 1 degree 42 minutes 13 seconds west 28.00 feet; thence north 88 degrees 33 minutes 47 seconds west, on the south line of said vacated alley, 10.00 feet; thence north 1 degree 42 minutes 13 seconds east 108.00 feet; thence south 88 degrees 33 minutes 47 seconds east 89.00 feet to the point of beginning.

PARCEL TWO

A parcel of land in part of Lot 2, all of Lot 4; in part of a vacated alley on the southerly side of said Lots 2 and 4, and in part of a 25 foot width vacated alley on the west side of Lot 4, all in Block 2, Chautauqua Beach 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:

Commencing at the northeast corner of Lot "F" of said Block 2; thence north 88 degrees 33 minutes 47 seconds west, on the north line of said Block 2, a distance of 168.00 feet to the point of beginning at the northeast corner of the herein described parcel of land; thence south 1 degree 42 minutes 13 seconds west 108.00 feet; thence north 88 degrees 33 minutes 47 seconds west, on the south line of said alley on the southerly side of Lots 2 and 4 and across said 25 foot width alley, 107.00 feet; thence north 1 degree 42 minutes 13 seconds east, on the west line of said 25 foot width alley, 108.00 feet; thence south 88 degrees 33 minutes 47 seconds east, on said north line of Block 2, a distance of 107.86 feet to the point of beginning.

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

A strip of land 10 feet in width in a vacated alley on the southerly side of Lots 2 and 4, Block 2 and in a 25 foot width vacated alley on the west side of said Lot 4 in 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:

Commencing at the northeast corner of Lot 8 of said Block 2; thence south 1 degree 42 minutes 13 seconds west, on the east line of said Lot 8 and the west line of said 25 foot width vacated alley, 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 east 10.00 feet; thence south 88 degrees 33 minutes 47 seconds east 87.00 feet; thence south 1 degree 42 minutes 13 seconds west 10.00 feet; thence north 88 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 land 10 feet in width in a 25 foot width vacated alley on the west side of Lot 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:

Beginning at the northeast corner of Lot 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 42 minutes 13 seconds west 88.00 feet; thence north 88 degrees 33 minutes 47 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.

and also

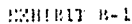
A parcel of land in the 25 foot width vacated alley in Block 2, Chautauqua Beach Subdivision as recorded in Map Book 2, Page 5, Public Records of St. Johns County, Florida, more fully described as follows:

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

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

A strip of land 10 feet in width in Lots 7, "A" and "F" and in the 15 foot width vacated alley on the southerly side of Lots 2 and 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:

Commencing at the northeast corner of said Lot "F"; thence north 88 degrees 33 minutes 47 seconds west, on the north line of said Block 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 88 degrees 33 minutes 47 seconds west 79.00 feet; thence south 1 degree 42 minutes 13 seconds west 98.00 feet; thence north 88 degrees 33 minutes 47 seconds west, on the south line of said vacated alley, 10.00 feet; thence north 1 degree 42 minutes 13 seconds east 108.00 feet; thence south 88 degrees 33 minutes 47 seconds east 89.00 feet to the point of beginning.



CERTIFICATION 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.

Loren N. Jones
LOREN N. JONES, P.E.
Registered Surveyor #894

6/11/86

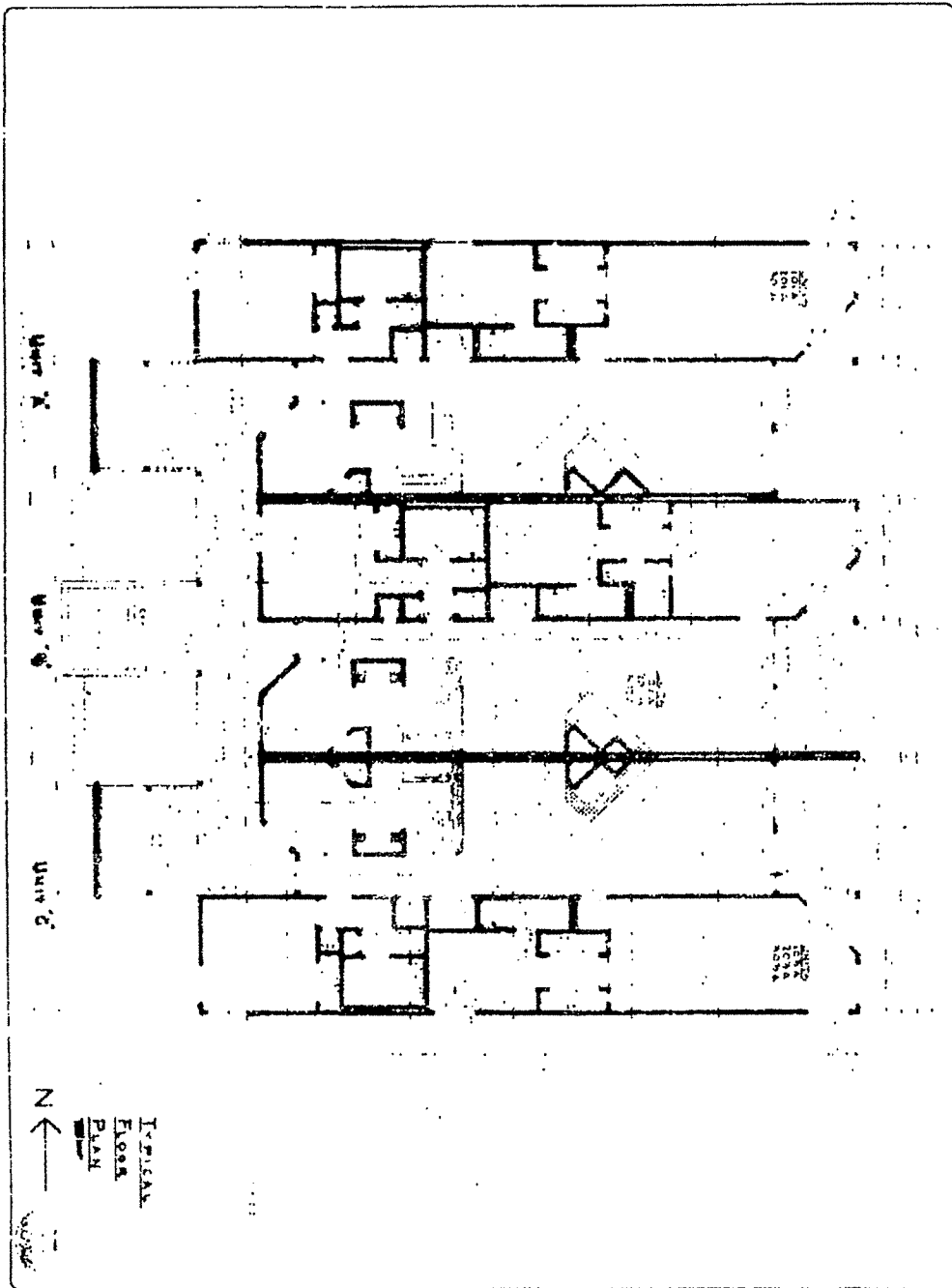


EXHIBIT B-3

EXHIBIT C

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

SEE-PAY SHORES
(a Condominium)

PHASE ONE ONLY

<u>Unit number:</u>	<u>Percentage Ownership</u>
101, 201, 103, 203,	11.3034%
102, 202, 302 301, 303	10.7264% 11.3036%
PHASE ONE AND TWO	
101, 201, 103, 203, 104, 204, 106, 206,	5.6517%
102, 202, 302 105, 205, 305	5.3611%
101, 203, 304, 306	5.6518%

State of Florida

Department of State

I certify that the attached is a true and correct copy of the
Articles of Incorporation of SEE-RAY SHORES
CONDOMINIUM OWNER'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 my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
12th day of June, 1986.



CH2F023 106 K23

George Hirstone
Secretary of State

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ARTICLES OF INCORPORATION

OF

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

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

ARTICLE 1 - NAME

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

ARTICLE 2 - PURPOSE

The purpose for which the Association is organized is to provide an entity as required by and pursuant to Chapter 718, Florida Statutes (1984) (hereinafter sometimes referred to as the "Act"), for the operation of a Condominium known as SEE-RAY SHORES, a condominium, (hereinafter sometimes referred to as the "Condominium"), located on the property described in the Declaration of Condominium which has established or will establish the Condominium (hereinafter sometimes referred to as the "Property"). The Corporation is to be a Not-For Profit Corporation as defined in Chapter 617, Florida Statutes.

ARTICLE 3 - POWERS

The powers of the Association shall include and be governed by the following provisions:

3.1 General. The Association shall have all of the common law and statutory powers of a Florida corporation under the laws 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 powers and duties reasonably necessary to operate the Condominium pursuant

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

(a) To make and collect assessments against members as Unit Owners to defray the cost and expenses of the Condominium.

(b) To use the proceeds of assessments and charges in the exercise of its powers and duties.

(c) To buy or lease both real and personal property for Condominium use and to sell or otherwise dispose of property so required.

(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 protection of the Association and its members as Unit Owners.

(f) To reconstruct and repair improvements after casualty and to construct additional improvements of the Property.

(g) To make and amend reasonable regulations respecting the use and appearance of the Property in the Condominium (hereinafter sometimes referred to as the "Regulations"); 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, mortgaging, ownership, and possession of Units as may be provided by the Declaration and the By-Laws of the Association (hereinafter sometimes referred to as the "By-Laws").

(i) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the Regulations for the use of the Property in the Condominium.

(j) To contract for the management or operation of portions of the Common Elements susceptible to separate management or operation and to grant leases of these portions for this purpose.

(k) To employ personnel to perform the services required for proper operation of the Condominium.

(l) To contract for the services of an Insurance Trustee.

(m) To exercise any and all rights granted to the Association 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 Condominium.

3.3 Ownership of Units. The Association shall have the power to purchase, hold, lease, mortgage, and convey Units as set 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 title 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 Articles, and the By-Laws.

3.5 Distribution of Income. The Association shall make no unearned distribution of income to its members, directors, or officers, in a manner not consistent with distribution pursuant to the Declaration.

3.6 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the By-Laws.

ARTICLE 4 - MEMBERS

4.1 Membership. The members of the Association shall consist of all of the record owners of Units in the Condominium.

4.2 Evidence. After approval of the transfer or of the ownership 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 title substantiating the membership, and (c) delivery to the Association of a certified

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

4.3 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, encumbered, hypothecated, subjected to a security interest, or transferred in any manner, except as an appurtenance to the Unit for which that share is held.

4.4 Voting. A member of the Association shall be entitled to cast one vote for each Unit owned by him. The manner of exercising 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 Association existing under the Act, the Declaration, these Articles, and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by Unit Owners when that is specifically required.

5.3 Election; Removal. 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 Condominium. When purchasers of individual units that will be operated ultimately by the Association own 1% 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 events:

(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 units that will be operated ultimately by the Association have been completed, some of them have been

conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business; or

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

Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies 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 in 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 first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows: RAY PIPPEN, 2124 Ami Lane, Lexington, Kentucky 40511, AUDREY PIPPEN, 2124 Ami Lane, Lexington, Kentucky 40511 and GEORGE H. 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 By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and residence addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	RAY PIPPEN 2124 Ami Lane Lexington, Kentucky 40511
Vice-President:	GEORGE H. McCLURE c/o 21 Elm Street, Suite A St. Augustine, Florida 32084-3504

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Secretary-Treasurer: AUDREY PIPPEN
2124 Ami Lane
Lexington, Kentucky 40511

ARTICLE 7 - INDEMNIFICATION

Every director and officer of the Association and every member of the Association serving the Association at its request shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees and appellate attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association or by reason of his serving or having served 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 guilty of gross negligence 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 being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not in lieu of any and all other rights to which that person may be entitled. 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.

ARTICLE 8 - BY-LAWS

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

ARTICLE 9 - AMENDMENTS

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

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 entire membership of the Association.

9.3 Limitation. 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, *supra*, without approval in writing by all members and the joinder of all record owners of mortgages upon Units. Additionally, no amendment shall be made that is in conflict with the Act or the Declaration.

9.4 Recording. A copy of each amendment 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 Declaration 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 contract or other transaction between the Association and any other person, firm, corporation, or partnership shall be affected or invalidated by the fact that any director or officer is pecuniarily or otherwise interested therein. Any director may be counted in determining existence 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.

ARTICLE 11 - TERM

The term of the Association shall be perpetual.

ARTICLE 12 - SUBSCRIBERS

The names and residence addresses of the subscribers to these Articles are as follows:

GEORGE H. MCCLURE
c/o 81 King Street, Suite A
St. Augustine, Florida 32085-3504

RAY PIPPEN
2124 Ami Lane
Lexington, Kentucky 40511

AUDREY PIPPEN
2124 Ami Lane
Lexington, Kentucky 40511

ARTICLE 13 - RESIDENT AGENT

The street address of the registered office is c/o 81 King Street, Suite A, St. Augustine, Florida, 32085-3504, and the name of its initial Registered Agent at such address is GEORGE H. MCCLURE, until changed as provided by law without amendment to these Articles.

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 14th day of July, 1986.

Ray Pippen

WITNESS
Audrey Pippen

WITNESS

Walter Burns
 WITNESS
George H. McClure
 WITNESS
Walter Burns
 WITNESS
Robert L. Cline
 WITNESS

Ray Pippin
Andrew J. Pippin

STATE OF FLORIDA
COUNTY OF ST. JOHNS

BEFORE ME, a notary public authorized to take acknowledgments in the state and county set forth above, personally appeared George H. McClure, Ray Pippin and Audrey L. Pippin

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the state and county aforesaid, this 12th day of May, 1988.

Henry L. Dickey
 NOTARY PUBLIC
 STATE OF FLORIDA AT LARGE
 My commission expires May 1, 1990

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I, GEORGE M. McCLURE, hereby accept the designation of
President Agent of SEE-RAY SHORES CONDOMINIUM OWNERS ASSOCIATION,
Inc. for service of process.

GEORGE M. McCLURE

STATE OF FLORIDA
COUNTY OF ST. JOHNS

BEFORE ME, a notary 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 foregoing 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 10th day
of May, 1986.

George M. McClure
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
My commission expires: May 1990

BY-LAWS

SEE-RAY SHORES CONDOMINIUM ASSOCIATION, INC.
A Florida corporation not for profit.

1. Identity. These are the By-Laws of SEE-RAY SHORES CONDOMINIUM ASSOCIATION, INC., (hereinafter 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 1/18/88. The Association has been organized for the purpose of administering a 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 (hereinafter sometimes referred to as the "Condominium"), and is located on the property described in the Declaration of Condominium which has been filed or will establish the Condominium (hereinafter sometimes referred to as the "Property").

1.1 Office. The office of the Association shall be at 81 King Street, Suite 101, St. Augustine, Florida 32090-2511.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.3 Seal. The seal of the corporation is as annexed to the left hereof.

2. Members.

2.1 Roster of Members. The Association shall maintain a roster of the names and mailing addresses of all persons (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 Unit Owners. The roster shall be maintained free evidence of ownership furnished to the Association from time to time by Unit Owners to

substantiate the holding of a membership and free 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 his title substantiating his membership in the manner required by the Articles and the Declaration of Condominium of the Condominium (herein the "Declaration").

2.2 Annual Meeting. The annual members' meeting shall be held at least once in each calendar year on the second Saturday in the month of March in each year at 1:00 o'clock p.m., local time, at such appropriate location within the Condominium or at such other place in St. Johns 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 transact any other business authorized to be transacted by the members.

2.3 Special Members' Meetings. Special members' meetings 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 such officer 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.

2.4 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 in 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 notice, 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 or 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 on file of such owner. Notice of a meeting may be waived before or after the meeting.

2.4. Notice of Meetings Concerning Assessments. Notice of any meeting in which assessments against unit members are to be considered by the association shall specifically contain a statement that assessments will be considered and the nature or any such assessment.

2.5. Quorum. A quorum of members attending shall consist of persons entitled to cast a majority of the votes of the entire membership of the Association. The votes 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 that 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 owner of shares shall be entitled to cast one vote for each share owned.

(b) If a Unit is owned by one person, but entitled to vote shall be established by the number of shares. 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 books 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 or until superseded by a subsequent certificate or until a change in the ownership of the Unit occurs. 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 on file, the vote of the owner of the Unit shall not be considered in determining whether a quorum is present and for the other purposes.

2.6. Proxying. 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 the proxy may lawfully adjourned notices from all future meetings shall be valid for a period longer than the date of the date of the first meeting for which it was given. Every proxy shall be recorded in the minutes of the Association.

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 in 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 quorum, those members appearing at the third meeting, regardless of notice, shall constitute a quorum.

2.9 Chairman and Secretary. At all members' meetings, 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 shall elect a chairman. Similarly, at all members' meetings, the secretary of the Association, or in his absence, the vice-president, shall serve as secretary of the meeting, or in the absence of both, the chairman shall appoint a member to so serve as secretary of the meeting.

2.10 Infractions Action by Members. 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 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 Election of Directors. Elections of directors shall be conducted on the following manner:

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

(b) A nominating committee of 3 members shall be appointed by the board of directors not less than 30 days prior to the annual members' meeting. The committee shall nominate one or more persons as directors then serving. Notwithstanding the election of directors or vice at the meeting shall be held to fill the term and other nominations be made from the floor.

(d) 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.

(e) Except as to vacancies, provided for removal of directors of members, no action shall be taken by the association occurring between annual meetings of directors which is called by the remaining directors.

(f) Any member of the board of directors at any time 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 of the board of directors may be called by a board 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 shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified, until he is removed in the manner otherwise provided.

3.4 Organizational Meeting. The organizational meeting of a newly organized 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 may be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each unit owner, personally or by regular mail, telephone, or telegraph, and shall be given at least 10 days prior to the meeting. Notice of regular meetings shall be posted in a conspicuous place in the Condominium at least 10 days in advance for the benefit of the members at the Association. If mailed, the notice shall be deemed given when deposited in the United States mail, with postage thereon prepaid.

3.6 Special Meetings. Special meetings of the board of directors may be called by the president at any time and place.

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, telexraph, 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 Corporation 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.

3.6.1 Notice of Meetings Concerning Association. Notice of any meeting in which assessments against all 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 Waiver of Notice. 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 action approved by a majority of those present at a meeting at which a quorum is present shall constitute the action of the board of directors, except when approved by a greater number of directors as required by the Declaration, the Articles, or their 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 originally called may be transacted without further notice.

3.10 Chairman and Secretary. At all directors' meetings, the president 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 Participation. Any vote or participation for directors shall be determined by the majority of the Association.

4. Powers and Duties of the Board of Directors. 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 by Unit Owners when that is specifically required.

5. Officers.

5.1 Executive Officers. 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 re-elected annually 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 at any 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 President. 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 among 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 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 the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of the Association and as may be required by the directors or the president. The Association shall retain the secretary for a period of not less than seven years.

5.4 Treasurer. The treasurer shall have custody of all property of the Association, including funds, securities, and evidence of indebtedness. He shall keep 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 Compensation. 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 association with a director for the management of the association.

6. Fiscal Management. 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 of the Association shall be credited and charged to accounts under the following classifications or shall be appropriate, all of which expenditures shall be deemed expenses of the Association and utilized in the Declaration:

(a) Current expense, which shall include all revenues and expenses to be paid within the year for which the budget is adopted, including reasonable charges for contingencies and working funds, except expenditures chargeable to capital surplus or to additional improvements. The balance in this fund at the end of the year shall be used to reduce the assessments for current expense for the subsequent year.

(b) Capital improvements:

(1) Deferred maintenance, which shall include funds for insurance claims that occur less frequently than annually.

(2) Replacements, which shall include funds for regular replacement required by the age of the property, depreciation, and replacements.

(3) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional structural property that will be part of the common elements.

6.2 Budget. The board of directors shall prepare 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) Board Budget Meeting. The board shall mail a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than 15 days prior to the meeting at which the budget will be considered. Each notice shall include the time and place of the meeting. The meeting shall be open to the unit owners.

(b) Assessment in Event of Loss 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, after written notification of 10% of the unit owners to the Board, shall call a special meeting of the unit owners within 30 days, which shall not less than 15 days written notice to each unit owner. The adoption of the budget in this matter requires a majority vote of all unit owners. In determining whether assessments exceed 115% of the prior year assessments of prior years, and authorized provision for reasonable reserves for repair or replacement of the common area property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or periodic basis, or assessments for betterments to the condominium property shall be excluded from the computation.

(c) Form of Budget. The prepared annual budget shall show accounts concerning:

(1) The common elements and the maintenance, repair and replacement of the common elements 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 taxes, payable to the Association, payable by the unit owner to the Association other than the Association, and the total estimated monthly and annual expenses of each unit owner, other than taxes, payable to the Association.

estimate expenses that are personal to unit owners, which are not uniformly incurred by all unit owners or which are not specified for or contemplated by the condominium documents, including, but not limited to, the costs of private telephone service, insurance of the interior of condominium units, which is not the obligation of the Association; said or personal services personally 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 owners. The unit owner's estimated payments for assessments shall also be stated in the aforesaid schedule for the years when they will be due.

(4) 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 an Association expense collectible by assessments or as a unit owner's expense payable to the Association other than the Association:

(1) Taxes levied by the Association and

- a. Administration of the Association;
- b. Management fees;
- c. Maintenance;
- d. Personnel (including and other contractually used facilities);
- e. Taxes upon Association property;
- f. Taxes upon leased areas;
- g. Insurance;
- h. Association provisions;
- i. Other expenses;
- j. Operating capital;
- k. Reserve;
- l. Other payments to the division.

(2) Expenses of unit owners:

- a. For the unit, if subject to a lease.

b. Not 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.

(4) The estimated amounts 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 thereafter.

(5) 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.

(6) The developer and his assigns for resale in the ordinary course of business are exempted from the payment of the share 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 a like exception shall be granted as to each subsequent Phase thereafter submitted.

4.3 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 November 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 20 days after the mailing to the Unit Owners of a statement of the assessment, coming due, whichever date shall last occur. If assessments are not made annually as required, quarterly assessments shall be prepared to have been 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. If 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 amount of the amended budget that exceeds the limitation upon increases for that year imposed by 6.2 *supra*, shall be subject to the approval of the membership of the Association as set forth in 6.2(d), *supra*.

6.4 Assessments for Charges. Charges by the Association against members for Common Expense shall be payable in advance.

6.5 Assessments for Emergencies. Assessments for Common Expense of emergencies that cannot be paid from the annual assessments for Common Expenses shall be due only after 10 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 by the notice of assessment.

6.6 Written Summary. A written summary of the operations 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 April 1 of the year following the year for which the written summary is made.

6.7 Access to Records and Filings. 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 Limitation of Owner Liability. In any situation in which the Association may be exposed to liability because of insurance coverage provided by 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 disavow 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 person or 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 Chairman. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

7.4 Vacancies. 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 at 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. Contracts, 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 and execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or limited to specific instances.

9.2 Checks, Drafts, etc. 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.

9.3 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 depositories as the board of directors may select.

9.4 Gifts. 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.

9.5 Additional Common Elements. 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.

9. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Association, Articles, or these By-Laws.

10. Arbitration. In the event of an internal dispute among unit owners, the Association and their agents and assigns, may consent of all parties to 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. Amendments. 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 Method. 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 or at 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) by not less than 80% of the votes of the entire membership of the Association.

11.3 Previso. 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.

11.4 Execution, Recording and Effectiveness. 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 Amendment. 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-Law to be amended; no words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. Non-material errors or omissions in the By-Law process shall not constitute an otherwise properly formulated amendment.

The foregoing were adopted as the By-Laws of SHE-KAY SHORES CONDOMINIUM ASSOCIATION, INC., a Florida corporation, at

O.R. 707 PG 1138

the first meeting of the Board of Directors on the 13th day of
March, 1966.

Chas. J. Lipson
SECRETARY

APPROVED:

Ray Lipson
PRESIDENT

MAR 13 1966

Recorded in Public Records St. Johns County, FL
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Recording 21.00 Surcharge 3.00

RECEIVED: M. J. & WHITEMAN
ATTORNEYS AT LAW
81 W. 1ST STREET
P.O. BOX 2504
ST. AUGUSTINE, FL 32085-3504

(5) lac
21 + 3.00

**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 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 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 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:

Berita C. Guadagni

James H. LeBeau

Lucy M. Allen

Luann R. Allen

Paula Lee

Candy Brunson

Juanita A. Swain

Timothy C. Abbott

Michael C. Welling

Camille Schneider

Marcus C. Swain

Michael Welling

Timothy C. Abbott

Juanita A. Swain

UNIT 101

H. H. L. L. L.

UNIT 102

Linda L. Chester

UNIT 103

John P. Tyler, Jr.

UNIT 201

Paula Lee

UNIT 202

Frank H. Bell

UNIT 203

Mike L. Cruz

UNIT 301

Shirley White

UNIT 302

Karen L. Cobb

Steel

Carla Lemmy

UNIT 303

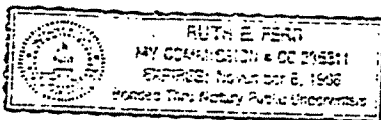
Karen L. Cobb

Steel

Carla Lemmy

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 29 day of March, 1993 by Calvin P. Taylor who () is personally know to me, (x) produced VA DL # 444-40-7517 as identification and who did/did not take an oath.



Ruth E. Fero

NOTARY PUBLIC

Ruth E. Fero

(Notary name printed or typed)

My commission expires: 11-8-96

My commission number is: 00235311

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 30th day of MARCH, 1993 by H. Alton Lebeau who () is personally know to me, (x) produced FL DL # L100-321-31-242-0 as identification and who did/did not take an oath.

Bertha C. Lueders

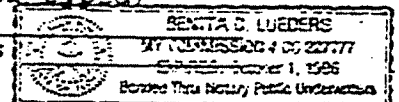
NOTARY PUBLIC

Bertha C. Lueders

(Notary name printed or typed)

My commission expires:

My commission number is:



STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 1st day of April, 1993 by E. THEIL

who () is personally know to me, (✓) produced F.L.D.# T480-20-22526-0
as identification and who did/did not take an oath.

Karen L. Cobb

NOTARY PUBLIC

KAREN L. COBB

(Notary name printed or typed) Karen L. Cobb Notary Public State of Florida
My Comm. Exp. Jan. 13, 1995

My commission expires: Jan. 13, 1995 Bonded thru PICA-ARD Ins. Agency

My commission number is: CC 077104

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this
5th day of April, 1993 by SHIRLEY WEITZ
who () is personally know to me, () produced Dee Dee Jones
as identification and who did/did not take an oath.

Timothy C. Abbott

NOTARY PUBLIC

TIMOTHY C. ABBOTT

(Notary name printed or typed)

My commission expires: May 11, 1993

My commission number is: AA 67330

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this
6th day of April, 1993 by Frank M. Porter
who (✓) is personally know to me, () produced
as identification and who did/did not take an oath.

Elizabeth C. Lockman

NOTARY PUBLIC

ELIZABETH C. LOCKMAN

(Notary name printed or typed)

My commission expires: May 05, 1993

My commission number is: 1820 NEW AGENCY NOTARY PORTAGE

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this
7th day of April, 1993 by STEVEN CUPOLO

who ☒ is personally know to me, () produced _____
as identification and who did/did not take an oath.

Timothy C. Abbott
NOTARY PUBLIC
TIMOTHY C. ABBOTT
(Notary name printed or typed)
My commission expires: May 11, 1993
My commission number is: AA 673310

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this
12th day of APRIL, 1993 by LINDA W. CHESTER,
who (☒) is personally know to me, () produced _____
as identification and who did/did not take an oath.

LUANNE R. HICKEY
Notary Public, State of Florida
My Comm. expires Sept. 25, 1995
Comm. No. CC 146774
Bonded thru Richard Ins. Agency

Luanne R. Hickey
NOTARY PUBLIC
LUANNE R. HICKEY
(Notary name printed or typed)
My commission expires: 9-25-95
My commission number is: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this
2nd day of April, 1993 by Nils L. Cruz,
who () is personally know to me, (☒) produced Trina Duvall Cruz
as identification and who did/did not take an oath.

Kimberley I. Dahlberg
NOTARY PUBLIC
KIMBERLEY I. DAHLBERG
(Notary name printed or typed)
My commission expires April 21, 1996
My commission number is 00185255

rp.93\sec-ray\am2

Recorded in Public Records St. Johns County, FL
Clerk # 93034402 O.R. 1019 PG 1814 11:53AM 11-05-93
Recording -21.00 Surcharge 3.00

Rec'd Lf 70:
J. J. WHITEHEAD
ATTORNEY AT LAW
1100 S. RIVER
ST. AUGUSTINE, FL 32085-3504

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

⑤ Lic 2143.00

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 Of 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 1807, 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

thereto are unamended.

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

WITNESSES:

Bereta C. Sweders

John A. LeBeau

Lucy M. Allen

Luann R. Nice

Ruth Lewis

Candy Burrey

Walter M. Albright
James A. Shivers

Elizabeth C. Walters
Camille Schmitt

Marian C. Smith
Kimberly A. Hogg

UNIT 101

John L. Dean

UNIT 102

Linda W. Chester

UNIT 103

John P. Tyler, (M)

UNIT 201

Steve Rupp

UNIT 202

Frank H. Paul

UNIT 203

Wile L. Cruz

UNIT 301

Timothy L. Abbott
Joanna A. Harris

Shirley W. Welf

UNIT 302

Karen L. Cobb
Laura L. Cobb

Shirley W. Welf

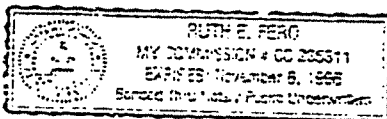
UNIT 303

Karen L. Cobb
Laura L. Cobb

Shirley W. Welf

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 29 day of March, 1993 by John P. Taylor who () is personally know to me, (X) produced VA DL # 444 407517 as identification and who did/did not take an oath.



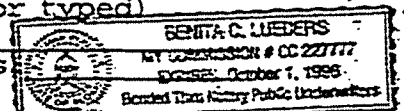
Ruth E. Fero
NOTARY PUBLIC
Ruth E. Fero
(Notary name printed or typed)
My commission expires: 11-8-98
My commission number is: CC 235311

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 30th day of March, 1993 by H. Aiton LeBeau who () is personally know to me, (X) produced FL DL # L100-321-31-242-0 as identification and who did/did not take an oath.

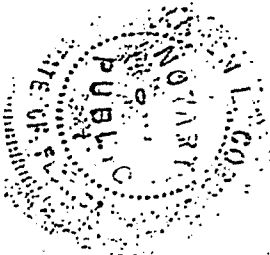


Benita C. Lueders
NOTARY PUBLIC
BENITA C. LUEDERS
(Notary name printed or typed)
My commission expires: 11-8-98
My commission number is: CC 235311



STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this
15th day of April, 1993 by E. THEIL
who () is personally know to me, (☒) produced FLDL#T460-201-22-526-0
as identification and who did/did not take an oath.



Karen L. Cobb
NOTARY PUBLIC
KAREN L. COBB
(Notary name printed or typed)
My commission expires: Jan. 13, 1999
My commission number is: CC 077104

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this
5th day of April, 1993 by Shirley Weitz
who () is personally know to me, () produced Business License
as identification and who did/did not take an oath.

Timothy C. Abbott
NOTARY PUBLIC
TIMOTHY C. ABBOTT
(Notary name printed or typed)
My commission expires: May 11, 1993
My commission number is: TA 673310

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this
6th day of April, 1993 by Frank M. Porter
who (☒) is personally know to me, () produced _____
as identification and who did/did not take an oath.

Elizabeth C. Link
NOTARY PUBLIC
ELIZABETH C. LINK
(Notary name printed or typed)
My commission expires: May 11, 1993
My commission number is: TA 673310

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this
7th day of April, 1993 by STEVEN C. POLO

who ☒ is personally know to me, () produced _____
as identification and who did/did not take an oath.

Timothy C. Abbott
NOTARY PUBLIC
TIMOTHY C. ABBOTT
(Notary name printed or typed)
My commission expires: May 11, 1993
My commission number is: AA 673310

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this
12th day of APRIL, 1993 by LINDA W. CHESTER,
who ☒ is personally know to me, () produced _____
as identification and who did/did not take an oath.

LUANNE R. HICKEY
Notary Public, State of Florida
My Comm. expires Sept 25, 1995
Comm. No. CC 146774
Bonded thru Richard Ins. Agency

Luanne R. Hickey
NOTARY PUBLIC
LUANNE R. HICKEY
(Notary name printed or typed)
My commission expires: 9-25-95
My commission number is: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this
2nd day of APRIL, 1993 by Miss L. Chester
who () is personally know to me, () produced Linda W. Chester
as identification and who did/did not take an oath.

Kimberly J. Dahlberg
NOTARY PUBLIC
KIMBERLY J. DAHLBERG
(Notary name printed or typed)
My commission expires: April 21, 1996
My commission number is: CC185265

sp.93\see-ray\am

**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:

1. 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
2. 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
3. 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: Barton Weitz
Name: Barton Weitz
Its: President

Attest: Steve Godfrey
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 20 day of January, 2012, by BARTON WEITZ, 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
Name:
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. Identity. These are the By-laws of SEE-RAY SHORES CONDOMINIUM OWNER'S ASSOCIATION, INC., (hereinafter 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 (hereinafter 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 Fiscal Year. The fiscal year of the Association shall be from July 1 to June 30.
 - 1.3 Seal. 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.

- 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.
- 2.4 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 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 assessment.
- 2.5 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 days 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 Chairman and Secretary. 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 shall 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 Informal Action by Members. 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 Election of Directors. 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 1st 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 Special Meetings. 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.

3.6.1 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 Waiver of Notice. 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 Chairman and Secretary. At all directors' meetings, the president 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 Compensation. Any fees or compensation for directors shall be determined by the members of the Association.
4. Powers and Duties of the Board of Directors. 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 by Unit Owners when that is specifically required.
5. Officers.
 - 5.1 Executive Officers. 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 President. 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 Treasurer. 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 Compensation. 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. Fiscal Management. 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 Budget. 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) Board Budget Meeting. 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) Form of Budget. 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; maid 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.
 - l. 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 supra, shall be subject to the approval of the membership of the Association as set forth in 6.2(d), supra.

- 6.4 Assessments for Charges. Charges by the Association against members for Common Expense shall be payable in advance.
- 6.5 Assessments for Emergencies. 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.

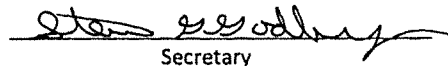
7. Committees.

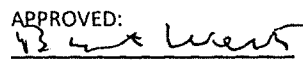
- 7.1 Other Committees. Other committees not having and exercising the authority of the board of directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which quorum is present. Except as otherwise provided in such 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 Chairman. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.
- 7.4 Vacancies. 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 Checks, Drafts, etc. 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 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 depositories as the board of directors may select.
- 8.4 Gifts. 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 Additional Common Elements. 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.
9. 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. Arbitration. In the event of an internal dispute among unit owners, the Association and their agents and assigns, upon consent of all parties to 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. Amendments. 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 Method. 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. Non-material 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