

DECLARATION OF CONDOMINIUM  
OF  
SEASIDE OF VILANO CONDOMINIUM

UNITED GENERAL CONSTRUCTION CO., a Florida corporation being the owner of record of the fee simple title to the real property situate, lying and being in Alachua County, Florida, as more particularly described in the Survey Exhibit 1, which is incorporated herein by reference, does hereby state and declare that the realty described on sheet 2 of 10 of said Exhibit 1 together with improvements thereon, is submitted to condominium ownership pursuant to the Condominium Act of the State of Florida (F.S. 718 et seq.) and does hereby file this Declaration of Condominium.

1. PURPOSE; NAME AND ADDRESS; LEGAL DESCRIPTION; EFFECT.

1.1 PURPOSE. The purpose of this Declaration is to submit the lands and improvements herein described to condominium ownership and the use in the manner prescribed by the Laws of the State of Florida.

1.2 NAME AND ADDRESS. The name of this Condominium is as specified in the title of this document. The address shall be the name of the Condominium together with: 2121 N.W. 2nd Street, Gainesville, Florida.

1.3 THE LAND. The Real property described on sheet 2 of 10 of said Exhibit A, labeled Ex. 1, is the Condominium Property hereby submitted to condominium ownership. Such property is subject to such easements, restrictions, reservations and rights of way of record, together with those contained or provided for in this instrument and the exhibits attached hereto. The real property described on pages 3-5 of 10 of said Exhibit 1 is not being submitted to condominium ownership by this Declaration, but rather is described in order to meet the requirements of F.S. 718.403 of the Condominium Act and may be added to this Condominium pursuant to the provisions of paragraph 2.2 to 2.4 hereof by amendment hereto.

1.4 THE EFFECT. All of the provisions of this Declaration of Condominium and all Exhibits attached hereto shall be binding upon all Unit Owners and are enforceable equitable servitudes running with the Condominium Property and existing in perpetuity until this Declaration is revoked and the Condominium is terminated as provided herein. In consideration of receiving, and by acceptance of grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such persons agree to be bound by the provisions hereof. Both the burdens imposed and the benefits granted by this instrument shall run with each Unit as herein defined.

2. SURVEY AND DESCRIPTION OF IMPROVEMENTS.

2.1 SURVEY. On sheets 6 through 10 of Exhibit 1 is a survey of the land, graphic description, and plot plans of the improvements constituting the Condominium, identifying the Units, Common Elements and Limited Common Elements, and their respective locations and approximate dimensions. Each Unit is identified on Exhibit 1 by a specific number. No Unit bears the same number as any other Unit. The parking and storage areas are delineated thereon. The percentage of ownership of undivided interests in the Common Elements appurtenant to each Unit is designated on Exhibit 2.

2.2 PHASING. This Condominium is a phase condominium as provided for in F.S. 718.403. On Exhibit 1, sheets 3

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through 8 , there are representations and descriptions of the land which may, at Developer's sole option, become part of the Condominium and upon which each phase is to be built. Also set forth on Exhibit 1 is the number and general size of the units to be included in each phase and each unit's percentage of Common Elements as each phase is added, is set forth in Exhibit 2. Exhibit 1 describes in detail all anticipated phases and the time period within which each phase must be completed and added to this Condominium, if added at all.

2.3 AMENDMENT. No amendment, notwithstanding anything in the Declaration to the contrary, adding phases to the Condominium shall require the execution of such amendment or any form of consent thereto by Unit Owners, the Association or by any party other than the Developer.

2.4 EFFECT OF PHASING. The general effect of phasing a condominium is the submission of a parcel of property to condominium ownership as the initial condominium phase and the addition of subsequent parcels to condominium ownership with such subsequent parcels being part and parcel of the same condominium and governed by the same condominium association. It is not anticipated that the submission of additional phases to the Condominium will have significant impact upon the individual Unit Owner's rights except as set forth in this Declaration. The adding of a subsequent phase to this Condominium, thereby adding additional Units, will reduce the percentage of common elements attributed to each previously created Unit, as specifically set forth in Exhibit 2. The adding of a subsequent phase to this Condominium will not affect the vote of any Unit Owner as a member of the Association. Each Unit Owner shall continue to have one vote for each Unit in the Condominium owned by such Unit Owner; provided, however, that the total number of votes entitled to be cast will increase by the number of Units contained in the phase so added. If Developer decides not to add any or all of the additional phases to this Condominium, the number of Units in this Condominium will be as created by this Declaration and the Owners thereof shall comprise the complete membership of the Association and thereby be entitled to cast 100% of the votes of the Association. No time-share estates may be created in any phase.

2.5 RIGHT TO ALTER. Developer reserves the right to alter the interior design of any Units so long as Developer owns the Units so altered.

3. DEFINITION OF TERMS. The terms used in this Declaration and the Exhibits attached hereto shall have the meanings stated in the Condominium Act (Sec. 718.101, Fla. Stat.) and as follows, unless the context otherwise requires.

3.1 "Condominium" means that form of ownership of real property which is created pursuant to the provisions of F.S. 718 and which is comprised of units that may be owned by one or more persons, and there is, appurtenant to each Unit an undivided share in Common Elements. The term shall also mean the Condominium established by this Declaration.

3.2 "Declaration", or "Declaration of Condominium" means this instrument.

3.3 "Unit" or "Condominium Unit" means a part of the Condominium Property which is to be subject to private ownership as specified in this Declaration.

3.4 "Common Elements" means the portions of the Condominium Property not included in the Units.

3.5 "Limited Common Elements" means those 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.

3.6 "Association" means the non-profit Florida corporation whose name and seal appears at the end of this Declaration which is the entity responsible for the operation of the Condominium.

3.7 "Board" or "Board of Administration" means the Board of Directors of the Association responsible for the administration of the Association.

3.8 "By-Laws" means the By-Laws of the aforescribed Association (Exhibit D).

3.9 "Condominium Act" means the Condominium Act of the State of Florida (F.S. 718, et seq.) as it exists at the time of filing this Declaration.

3.10 "Common Expenses" means all expenses and assessments properly incurred by the Association for the Condominium as specified in F.S. 718.115 and all other expenses declared Common Expenses by provisions of this Declaration and its exhibits.

3.11 "Common Surplus" means the excess of all receipts of the Association, including but not limited to, assessments, rents, profits, and revenues on account of the Common Elements, over the amount of Common Expenses.

3.12 "Condominium Property" means and includes the lands hereby subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto.

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

3.14 "Unit Owner" means the owner of a Condominium Unit.

3.15 "Institutional Mortgagee" means the State or Federal Bank, Savings and Loan Association, Insurance Company, Real Estate Investment Trust, Union Pension Fund, Mortgage banking firm or other lender authorized to make mortgage loans under Florida law, or any Agency of the United States Government, or like entity, being a mortgagee of a Unit, or the insurer or governmental guarantor of a mortgage loan made by such party.

3.16 "Occupant" means the person or persons other than the Unit Owner in actual possession of a Unit.

3.17 "Condominium Documents" means this Declaration, the Survey Exhibit, Articles of Incorporation of the Association, and By-Laws of the Association.

3.18 "Developer" means UNITED GENERAL CONSTRUCTION CO., its successors and assigns which has created this Condominium in its capacity as developer.

3.19 "Eligible Mortgage Holder" means the holder of a first mortgage on a unit who has requested notice of certain matters from the Association in accordance with paragraph 24 hereof.

3.20 "Articles of Incorporation" means the Articles of Incorporation of the Association. (Exhibit C)

The definitions herein contained shall prevail as the context requires whether or not the same are capitalized in their usage herein.

#### 4. THE UNIT AND COMMON ELEMENTS.

4.1 INTEREST IN COMMON ELEMENTS. Each Unit Owner shall own, as an appurtenance to his Unit, an undivided interest in the Common Elements as assigned thereto in Exhibit 2. The percentage of undivided interest of each Unit shall not be changed without the unanimous consent of all owners of all of the Units.

No owner of any Unit shall bring an action for partition or division of his undivided interest in the Common Elements.

4.2 PHASING. As set forth in paragraph 2 of this Declaration, in the event that additional improvements are submitted to Condominium Ownership there will be an automatic change in the percentage of undivided interest in Common Elements appurtenant to each unit as set forth on Exhibit 2. It is acknowledged that F.S. 718.403 provides that the Developer may effectuate such amendment without the joinder of any person whomsoever. However, notwithstanding such provision the Unit Owners in this Condominium, and the Mortgagees of such units are deemed, by the acceptance of their interests, to have specifically consented, in proper form (including language of conveyance if necessary) to such amendment.

4.3 BOUNDARIES. A Unit consists of an individual apartment lying within the following boundaries:

##### 4.3.1 HORIZONTAL BOUNDARY:

UPPER AND LOWER BOUNDARIES. The upper and lower boundaries of the Apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:

- (1) UPPER BOUNDARY - The horizontal plane of the undecorated finished ceiling.
- (2) LOWER BOUNDARY - The horizontal plane of the undecorated finished floor.

##### 4.3.2 PERIMETRICAL BOUNDARIES:

The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior walls extended to intersections with each other and with the Upper and Lower Boundaries.

- (1) Where there is an aperture in any perimetrical boundary, including, but not limited to, windows and doors, the vertical boundary shall be extended at all such places, at right angles, to the dimension of such aperture, so that the perimetrical boundary at such places shall be coincident with the exterior unfinished surface of such aperture, including the frame-work thereto. Exterior walls made of glass or glass fixed to metal framing exterior windows and frames, exterior glass sliding doors, frames and casings, shall be included within the Unit and shall not be deemed a Common Element.

- (2) Where a balcony, loggia, terrace, porch, stairway, or other portion of the building or any fixture attached to the building serves only the Unit, the perimetrical boundary shall vary with exterior unfinished surface of any such structure extended in a vertical plane, where necessary, to the horizontal boundary.

- (3) The interior partitions within a Unit are part of said Unit.

4.3.3 WEIGHT BEARING STRUCTURES. The area beneath the unfinished surface of any weight bearing structure which is otherwise within the horizontal and perimetrical boundaries of a Unit is a Common Element not a part of the Unit.

4.3.4 MAINTENANCE EASEMENT. There shall exist as a Common Element, an easement through each unit for ducts, pipes, conduits, plumbing wiring or other facilities for the furnishing

of utility services to Units and the Common Elements and for maintaining, repairing or servicing the same. Any pipes, ducts, wires, conduits, electrical panels, plumbing, drains, or any utility services serving only one Unit are part of such Unit and are not Common Elements.

**AIR CONDITIONING.** Notwithstanding any of the provisions of this Paragraph 4 to the contrary, the air conditioning compressor serving a Unit and the refrigerant and electrical lines running from such compressors to, and air handler within, the individual Units are part of such Unit and are not Common Elements.

**AUTOMOBILE PARKING AREAS.** Use of the parking spaces shall be as provided in the By-Laws. Parking spaces shall be Common Elements.

**5. RESTRICTION AGAINST FURTHER SUBDIVIDING OF UNITS.** No Unit may be divided or subdivided into a small Unit or Units other than as shown on Exhibit 1 hereto, nor shall any Unit, or portion thereof, be added to or incorporated into any other Unit.

**6. EASEMENTS.**

**6.1 PERPETUAL NON-EXCLUSIVE EASEMENT.** The Common Elements are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the Unit Owners in the Condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, including the providing of services for the benefit of all Units.

**6.2 EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS.** In the event that any Unit, Common Element or Limited Common Element shall encroach upon any other Unit, Common Element or Limited Common Element for any reason other than the purposeful or grossly negligent act of any person, than an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

**6.3 UTILITY EASEMENTS.** Utility easements are reserved and/or may be granted, through the Condominium Property as may be required for utility service (including construction and maintenance) in order to adequately serve the Condominium.

**6.4 INGRESS AND EGRESS.** A non-exclusive easement for ingress and egress is hereby created for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon the Common Elements; and for vehicular traffic over, through and across such portions of the Common Elements as, from time to time, may be paved and intended for such purposes.

**6.5 USE.** The use of any easement by a Unit owner shall be subject to the provisions of this Declaration and of the document creating the easement.

**6.6 ACCESS.** Developer covenants to provide, either by way of easements or publicly dedicated right of way, reasonable access for ingress and egress from this Condominium to the public way. All easements so provided, shall be for the benefit of all persons residing on the Condominium Property.

**6.7 SURVEY BENEFIT - EASEMENTS.** The Developer shall have the right to create, or reserve unto itself, such easements as are necessary to accomplish the purposes referred to in this Declaration. Further, Developer shall have the unequivocal right without the joinder of any other party to grant such easements (ingress, egress and maintenance) to such parties as Developer deems fit, over the traffic ways as contained in the parking areas on the Condominium Property. If such easement is granted, the portion thereof that falls within the confines of the Condominium Property is designated as shown on Exhibit A attached hereto and

shall be governed by the language thereon or may be created by separate document. The responsibility for the maintenance of the easements designated on Exhibit A being granted over parking areas shall be as provided for therein, and if no such provision is made, the Association shall be responsible for the maintenance and care thereof. Developer, or its designee, shall have the right to enter the Condominium Property for the purpose of construction, maintaining and repairing said easements and the equipment thereon. Should the Developer grant additional easements which connect with or are intended to supplement, replace or relocate the easements designated on Exhibit A, the same shall automatically be part of the easements provided therein as if originally set forth.

6.8 WATER, GARBAGE, AND SEWER SERVICE. In order to provide the Unit Owners with adequate water, sewage and garbage disposal service the Association or its agent may contract for these services with the appropriate entities or they may be provided directly to each unit.

6.9 ADDITIONAL EASEMENTS. Developer reserves unto itself, or its designee, the unequivocal right to create additional easements over, upon, or through the Condominium Property, at any time, for any purpose without the joinder of the Association or any Unit Owners whomsoever, provided, that said easements so created shall not cause a diminution of parking spaces or cause a taking of part or all of the actual building. However, if requested, the Association and Unit Owners shall join in the creation thereof. The Association shall have the right to grant permits, licenses, and easements over the common areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

#### 7. COMMON EXPENSE; COMMON SURPLUS.

7.1 LIABILITY AND METHOD OF SHARING. Each Unit shall share in the Common Surplus and be liable for the Common Expenses in the same percentage as the percentage representing the undivided interest of each Unit in the Common Elements as it may exist at any time. The right to share in the Common Surplus does not include the right to withdraw, or to require payment or distribution thereof, except upon termination and dissolution of the Condominium.

#### 8. ADMINISTRATION OF THE CONDOMINIUM:

8.1 THE ASSOCIATION. The Association shall administer the operation and management of the Condominium Property and undertake and perform all acts and duties incident thereto in accordance with this Declaration, its exhibits and the Condominium Act.

8.2 MEMBERSHIP. Each Unit Owner shall automatically become a member of the Association upon his acquisition of title to any Unit and said membership shall terminate automatically upon said Unit Owner being divested of title to such Unit, regardless of the means by which such ownership may be divested. No person holding any lien, mortgage or other encumbrance upon any Unit shall be entitled, by virtue thereof, to membership in the Association or to any of the rights or privileges of such membership.

8.3 POWERS OF THE ASSOCIATION. In the administration of the Condominium, the Association shall have, and is hereby granted, the authority and power to enforce the provisions of this Declaration, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such Rules and Regulations governing the use of the Units, Elements and Limited Common Expenses as the Board of the Association may deem to be in the best interest of the Condominium. The Association shall have all of the powers and duties set forth in the Condominium Act except where limited herein or where the exercise of such powers and duties will impair the rights of other parties.

8.4 REPORTS TO MEMBERS. The Association or its designees shall maintain such records as required by F.S. 718.111, and shall make them available for inspection during normal business hours by Unit Owners and lenders and by holders, insurers or guarantors of any first mortgage.

8.5 REPORTS TO LENDERS. So long as an Institutional Mortgagee of any Unit is the owner or holder of a mortgage encumbering a Unit in the Condominium, the Association shall furnish said Institutional Mortgagee with one (1) copy of the Annual Financial Statement and Report of the Association pertinent to the Unit upon which the mortgage is held, provided said Institutional Mortgagee requests .

8.6 INSURANCE REPORTING. 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.

A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners at reasonable times.

8.7 VOTING. Each Unit Owner, including the Developer, shall be entitled to one (1) vote for each Unit owned. The vote of each Unit Owner shall be governed by the provision of the By-Laws.

8.8 MANAGEMENT AGREEMENT. The Association may enter into an agreement with any person, firm or corporation for the administration, maintenance and repair of the Condominium Property and may delegate to such contractor or manager such of the powers and duties of the Association as the Association and such person, firm, or corporation shall agree.

8.9 DEVELOPER CONTROL. The developer shall relinquish all special rights, expressed or implied, through which the developer may directly or indirectly control, direct, modify, or veto any action of the owners' association, its executive board, or a majority of unit owners, and control of the owners' association shall pass to the owners of units within the project, no later than the earlier of the following:

(a) 120 days after the date by which 75 percent of the units have been conveyed to unit purchasers, or

(b) the last date of the third year following the first conveyance to the unit purchaser, or

(c) as provided in Florida Statutes 718.301 (1979).

## 9. USE AND OCCUPANCY.

9.1 RESIDENTIAL USE. Each Unit is hereby restricted to residential use as a single family residence by the owner or owners thereof, their immediate families, guests, invitees and tenants.

9.2 GENERAL USE RESTRICTION. No person shall use the Condominium Property, or any parts thereof, in any manner contrary to the Condominium Documents of Condominium Act.

9.3 ALTERATIONS AND ADDITIONS. No Unit Owner shall make or permit to be made any internal material alteration, addition or modification to his Unit, without the prior written consent of the Association. No Unit Owner shall cause the balcony or terrace which is abutting, or part of, his Unit to be enclosed or cause any improvements or changes to be made therein without the written permission of the Association. No Unit Owner shall cause to be made any modification or installation of electrical wiring, television antenna systems or connections whether inside or outside the Unit or in any manner change the appearance of any portion of the Condominium Property. No Unit Owner may cause any material puncture or break in the boundaries of his Unit. All units shall maintain fully carpeted floors in said Units at all times (except in the kitchen, storage and bathroom areas).

9.4 LAWFUL USE. No immoral, improper, offensive or unlawful use shall be made of any or all the Condominium Property, and all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for maintenance and repair of the property concerned.

9.5 VENDING MACHINES. The Association shall have the exclusive and perpetual right to contract for the installation and operation of coin-operated vending and laundry machines, including, but not limited to, washing machines, dryers, dry cleaning machines and machines of an allied nature within the Condominium Property on areas designated for such services.

9.6 NUISANCES. No nuisance or any use or practice that is the source of unreasonable annoyance to other Unit Owners or which interferes with the peaceful possession and proper use of the Condominium Property by the Unit Owners is permitted. No Unit Owner or Occupant shall permit or suffer anything to be done or kept upon the Condominium Property or his Unit which will increase the rate of insurance on the Condominium.

9.7 APPLICABILITY TO DEVELOPER. No Unit Owner or the Association, or their use of the Condominium, shall interfere with the Developer's completion and sale of the Condominium Units. Anything contained herein to the contrary notwithstanding, the Developer may make such use of any unsold Unit and the Common Elements as may facilitate the sale or leasing of any Unit.

9.8 RULES AND REGULATIONS. All Unit Owners and other persons shall use the Condominium Property in accordance with the Rules and Regulations promulgated by the Association and the provisions of this Declaration and the By-Laws of the Association, as applicable.

#### 10. MAINTENANCE, ALTERATION AND REPAIR OF THE CONDOMINIUM PROPERTY.

10.1 MAINTENANCE BY ASSOCIATION. The Association, at its expense, shall be responsible for and shall maintain, repair and replace all of the Common and Limited Common Elements.

10.2 MAINTENANCE BY UNIT OWNER. The Unit Owner shall, subject to the other provisions of this Declaration, maintain, repair and replace, at his expense, all portions of his Unit including, but not limited to, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers, and other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, floors and ceilings, and all other portions of his Unit. The Unit Owner shall maintain and repair the air conditioning compressor, refrigerant and electrical line appurtenant to his Unit.



10.3 LIABILITY OF UNIT OWNER. Should a Unit Owner undertake unauthorized additions and modifications to his Unit, or refuse to make repairs as required, or should a Unit Owner cause any damage to the Common Elements, the Association may make such repairs or replacements and have the right to levy a special assessment for the cost thereof against the said Unit Owner. In the event a Unit Owners threatens to or violates the provisions hereof, the Association shall also have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof.

10.4 INSURANCE PROCEEDS. Whenever any maintenance, repair and replacement of any items for which the Unit Owner is responsible is made necessary by any loss covered by insurance maintained by the Association, the proceeds of the insurance received by Association, or the Insurance Trustee, shall be used for the purpose of accomplishing, such maintenance, repair or replacement. The Unit Owner shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds.

10.5 RIGHT OF ENTRY BY ASSOCIATION. Whenever it is necessary to enter any Unit for the purpose of inspection, including inspection to ascertain a Unit Owner's compliance with the provisions of this Declaration, or for performing any maintenance, alteration or repair to any portion of the Common Elements or Unit, the Unit Owner shall permit an authorized agent of the Association to enter such Unit, or to go upon the Common Elements, provided, that such entry shall be made only at reasonable times and with reasonable advance notice. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice or permission. The Unit Owners acknowledge that the Association has retained a master pass key to all the Units in the Condominium. Each Unit Owner does hereby appoint the Association as his agent for the purposes herein provided and agrees that the Association shall not be liable for an alleged property damage or theft caused or occurring on account of any entry.

11. TAX OR SPECIAL ASSESSMENT AGAINST THE CONDOMINIUM PROPERTY. If any taxing authority levies or assesses any Tax or Special Assessment against the Condominium Property as a whole, and not the individual Units, the same shall be paid as a Common Expense by the Association and assessed to the Unit Owners. In such event, the amount due shall constitute a lien prior to all mortgages and encumbrances upon any parcel to the same extent as though such Tax or Special Assessment had been separately levied by the taxing authority upon each Unit.

All personal property taxes levied or assessed against personal property owned by Association shall be paid by the Association and shall be a Common Expense.

#### 12. LEASING.

All leases or rental agreements for any unit shall be in writing and be subject to the Declaration and By-Laws. No unit may be leased or rented for a period of less than 30 days.

13. INSURANCE PROVISIONS. The insurance which shall be purchased and maintained for the benefit of the Condominium shall be governed by the following provisions:

13.1 PURCHASE OF INSURANCE. All insurance purchased pursuant to this Paragraph 13 shall be purchased by the Association for the benefit of the Association, the Unit Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all of the holders of institutional first mortgages. When appropriate and possible, the policies shall provide that the insurer waives its rights of subrogations as to any claims against Unit Owners and the Association, their respective servants, agents and guests. Each Unit Owner and the Association hereby agree to waive any claim against each other and against other Unit Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogations as aforesaid. Said policies and endorsements may be deposited with the Insurance Trustee (as hereinafter defined) who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms and conditions hereof.

13.2 COST AND PAYMENT OF PREMIUMS. The cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Unit Owners, is declared to be a Common Expense, as are any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

13.3 UNIT OWNERS' RESPONSIBILITY. Each Unit Owner may obtain insurance, at his own expense, affording coverage upon his own property and for his own liability and living expenses as he deems advisable. When appropriate and possible, all such insurance shall contain the same waiver of subrogation that is referred to herein and shall waive any right to contribution.

13.4 COVERAGE. The following coverage shall be obtained by the Association:

- a. The building(s) and all other insurable improvements upon the land, including all of the Units, Common Elements, Limited Common Elements, and all personal property owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavations and foundations) as determined annually by the Association in consultation with the insurance company providing the coverage. Said coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and all other such risks as, from time to time, may be covered with respect to buildings similar in construction, location and use, including but not limited to, vandalism, malicious mischief, windstorm, war damage and war risk insurance, if available.
- b. Comprehensive general public liability and property damage insurance in such an amount and in such form as shall be required by the Association in limits of not less than \$100,000 for bodily injury or death to any person; not less than \$300,000 for bodily injury or death resulting from any one accident or occurrence, and not less than \$50,000 for property damage. Said coverage shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage. All liability insurance shall contain cross liability endorsements to cover liabilities of the Unit Owners as a group to an individual Unit Owner and one Unit Owner to another.
- c. Workmen's compensation policies shall be obtained to meet the requirements of law.
- d. Such other insurance as the Board of the Association may determine to be necessary from time to time.

13.5 INSURANCE TRUSTEE. All insurance policies purchased in accordance with Paragraph 13.4a shall provide that all proceeds payable to the Association as a result of any insured loss, except those specifically herein excluded, shall be paid to the Association or, if the Association so elects, to a financial institution doing business in Alachua County and having trust powers. Such institution shall be designated as Trustee, from time to time, by the Association (said Trustee, acting as such, is herein referred to as the "Insurance Trustee") and which appointment is subject only to the approval of the Institutional Mortgagee holding the greatest dollar amount of mortgages against Units in the Condominium. The Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency or content of the policies, or for failure to collect any insurance proceeds. It is the duty of the Association or the Insurance Trustee to receive said proceeds, as paid, and to hold the same in trust for the benefit of the Association, the Unit Owners and their respective mortgagees, as follows:

- a. Proceeds received on account of damage to Common Elements shall be held in the same proportion as the share in the Common Elements which is appurtenant to each of the Units.
- b. Proceeds on account of damage to the Units shall be held in the following manner in undivided shares:
  - (1) PARTIAL DESTRUCTION WHEN THE BUILDING IS TO BE RESTORED. For the benefit of the Unit Owners of the damaged Units in proportion to the cost of restoring the same suffered by each damaged Unit. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate proportion and each Unit Owner shall be bound thereby and the Insurance Trustee may rely upon said certification.
  - (2) TOTAL DESTRUCTION WHEN THE BUILDING IS DESTROYED OR WHEN THE BUILDING IS NOT TO BE RESTORED. For all Unit Owners of a destroyed building; the share of each being in the same proportion as the Unit Owner's undivided share in the Common Elements which is appurtenant to his Unit. In the event a mortgagee endorsement has been issued hereunder, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interest may appear. In the event that there is more than one building in the condominium then the proceeds shall be held for the benefit of the Unit Owners in the destroyed building as if it were the only building in the Condominium.

13.6 DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Insurance Trustee or the Association shall be distributed to or for the benefit of the Unit Owners (after first paying or making provision for payment of the expenses, including a reasonable fee for services rendered, of the Insurance Trustee) in the following manner:

- a. If the damage for which the proceeds were paid is to be reconstructed, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying said costs shall be distributed to the Association.
- b. If it is determined that the damage for which the proceeds are paid shall not be reconstructed, the proceeds shall be distributed to the Unit Owners and their mortgagees as their interest may appear.
- c. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate provided by the Association as to the names of the Unit Owners and mortgagees and their respective shares of the distribution. Upon request of the Insurance Trustee the Association shall forthwith deliver said certificate.

13.7 ASSOCIATION AS AGENT. The Association is irrevocably appointed agent for each Unit Owner, for each owner of a mortgage upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

13.8 DETERMINATION TO RECONSTRUCT. If any part of the Condominium Property shall be damaged by casualty the determination as to whether or not it shall be reconstructed shall be made in the following manner:

- a. COMMON ELEMENT. If the damage is to only Common Elements the damaged property shall be

reconstructed unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

- b. **DAMAGE TO UNITS.** If the damage is to Units and if Units to which more than 70% of the Common Elements are appurtenant are found by the Board of Directors to be untenable, then the damaged property will not be reconstructed and the Condominium will be terminated without agreement as elsewhere provided, if, within sixty (60) days after the casualty, Unit Owners owning 75% or more of the Common Elements and eligible holders holding mortgages on units which have at least 51 percent of the votes of units subject to eligible holder mortgages agree in writing to such termination. Notwithstanding the foregoing, if the damages could be repaired for \$200,000.00 or less, the property shall be reconstructed.
- c. **CERTIFICATE.** The Insurance Trustee may rely upon a certificate of the Association executed by its President or Vice-President and Secretary or Assistant Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

**13.9 RESPONSIBILITY.** If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner then the Unit Owner shall be responsible for reconstruction after casualty. In all other instances, the responsibility of reconstruction after casualty shall be that of the Association.

**13.10 NATURE OF RECONSTRUCTION.** Any reconstruction included hereunder shall be substantially in accordance with the plans and specifications of the original building, or as the building was last constructed, subject to modification to conform with the then current governmental restrictions and codes if necessary.

**13.11 ESTIMATES.** In all instances hereunder, immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Board may desire, or those required by any Institutional Mortgagee involved.

**13.12 ASSESSMENTS.** If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction by the Association, or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction of their respective Units. Such assessments on account of damage to Common Elements shall be in proportion to the Unit Owner's shares in the Common Elements.

**13.13 DISPOSITION OF PROCEEDS.** The proceeds of insurance and any special assessments, if any, collected on account of a casualty and deposited with the Insurance Trustee or the Association shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction in the following manner:

- a. That portion of insurance proceeds representing damage for which the responsibility of reconstruction lies with the Unit Owner: to such contractors, suppliers, and personnel for work done, materials supplied or services rendered for such reconstruction. Payments shall be in such amounts and at such times as the Unit Owners may direct, or if there is a mortgagee endorsement, to such payee as the Unit Owner and the mortgagee direct. Nothing contained herein shall be construed to limit or modify the responsibility of the Unit Owner to make such reconstruction.

- b. If the amount of the estimated cost of reconstruction is less than \$25,000.00, and is the responsibility of the Association: The construction fund shall be disbursed directly to the Association in payment of such costs and upon the Association's order, provided, however, that upon the request of a mortgagee which is a beneficiary of the insurance policy, the construction fund shall be disbursed as the Association and such mortgagee may properly direct.
- c. If the amount of the estimated cost of reconstruction is more than \$25,000.00, and is the responsibility of the Association, then the reconstruction funds shall be paid for the account of the Association, from time to time, as the work progresses. If a Trustee has been appointed, said Trustee shall make payments upon the written request of the Association accompanied by an appropriate certificate signed by both an officer of the Association and by the architect or engineer in charge of the work, setting forth:
- (1) That the sum then requested either has been paid by the Association or is justly due and certifying that the sum requested does not exceed the value of the services and materials described in the certificate.
  - (2) That except for the amounts stated in said certificate to be due as aforesaid, there is no outstanding indebtedness known which may become the basis of vendor's, mechanic's or materialman's liens.
  - (3) That the cost, as estimated, of work remaining to be done subsequent to the date of said certificate, does not exceed the amount of funds remaining in the hands of the Insurance Trustee after the payment of the sum so requested.
- d. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction shall be from insurance proceeds and shall first be applied to reconstruction of the Common Elements and then to the Units. If there is a balance in a construction fund after the payment of all costs of reconstruction said balance shall be distributed to the Association.
- e. Payment for any reconstruction made under Subparagraphs (b) and (c) of this paragraph shall be made by the Insurance Trustee or the Association only upon presentation of proof of payment of bills for materials in place, labor, services and materials for work covered and included in such payments for which failure to pay might result in a lien on the Common Elements.

13.14 EFFECT OF MORTGAGEE ENDORSEMENTS CONCERNING INSURANCE PROCEEDS. In the event a mortgagee endorsement has been issued relative to any Unit, the share of the Unit Owner shall be held in trust for the mortgagee as heretofore provided. All mortgagees waive the rights to said proceeds if the same are used pursuant to the provisions of the Declaration to pay for the restoration of such damage. The provisions hereof shall not affect the rights of the mortgagee, if any, to require any surplus proceeds to be distributed to it, over and above the amounts actually used for such restoration. All covenants contained herein for the benefit of any mortgagee may be enforced by such mortgagee. Nothing contained herein, however, shall be construed as relieving the Unit Owner from his duty to reconstruct damage to his Unit as heretofore provided.

**13.15 AUTHORITY OF ASSOCIATION.** In all instances herein, except when a vote of the membership of the Association, or of a particular building, is specifically required, all decisions, duties and obligations of the Association under this Paragraph 13 may be made by the Board. The Association and its members shall jointly and severally be bound thereby.

**13.16 REPAIR OF LAND.** In the event, pursuant to the provisions of Paragraph 13.8.b, the Condominium is not terminated but a building is not to be restored, the remains of said building shall be razed and the land thereunder restored to a landscaped green area at the sole prorata expense of the Unit Owners who own Units in said building. The expense thereof may be deducted from any insurance proceeds payable on account of casualty to said building.

**13.17 CONVEYANCE TO ASSOCIATION.** In the event, pursuant to the provisions of Paragraph 13.8.b hereof, the Condominium is not terminated but a building is not to be restored, the payment of any insurance funds to the Unit Owners and/or their mortgagees of said building on account of casualty to said building, shall be contingent upon said Unit Owner's conveying by Quit-Claim Deed, executed in recordable form, all Units in said building to the Association, and further contingent upon the mortgagees thereof executing Satisfactions of Mortgages, in recordable form for all mortgages encumbering Units in said building. The share of Common Expenses of said Units conveyed to the Association shall be a Common Expense to be shared by the remaining Unit Owners of the Condominium. Since said remaining Unit Owners will not own 100% of the Common Elements due to the fact that the Association will own the Units of said building which were not restored, and in order to collect said Common Expenses attributable to the Units owned by the Association, there shall be added to the Budget an amount entitled "Common Expenses of Association's Units" which shall be mathematically determined to equal an amount such that when added to the actual expenses and assessments of the Association, the amount to be collected from the remaining Unit Owners according to their percentage of Common Expense equals expenses and assessments.

#### **14. ASSESSMENTS:**

**14.1 GENERAL AUTHORITY.** The Association, through its Board, shall have the power to make, levy and collect regular and special assessments for Common Expenses and such other assessments as are provided for by the Condominium Act and the provisions of this Declaration and all other expenses declared by the Directors of the Association to be Common Expenses from time to time. A working capital fund shall be established by the developer for the initial months of the project operations equal to two (2) months' estimated common areas charge for each unit. Each unit's share of this fund shall be paid to the Association at the time of closing of the initial sale of each unit, provided that the share of any unit remaining unsold after 60 days from the date of the conveyance of the first unit shall be paid to the Association immediately. The amounts paid into this fund are not to be considered advance payments of regular assessments.

**14.2 UNIT OWNER'S GENERAL LIABILITY.** All Common Expenses levied against Unit Owners and Units shall be on a uniform basis in the same proportion as the percentages of the undivided shares in the ownership of the Common Elements unless specifically otherwise provided for herein, without increase or diminution for the existence, or lack of existence, of any exclusive right to use a part of the Limited Common Elements. Should the Association be the owner of any Unit(s), the assessment, which would otherwise be due and payable to the Association or others by the owner of such Unit(s), shall be a Common Expense as the same relates to the collection of such sums from the Unit Owners to pay the Association's obligations.

14.3 PAYMENT. The assessments of the Association levied against the Unit Owner and his Unit shall be payable in such installments, and at such times, as may be determined by the Board of Directors of the Association.

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

- a. RESERVE FUND. The Board of Directors of Association in assessing for Common Expenses shall include therein a sum to be collected and maintained as a reserve fund for capital expenditures and deferred maintenance as required by Florida Statutes.
- b. OPERATING RESERVE FUND. The Board of Directors of Association in assessing from Common Expenses may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial security during periods of special stress. Such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by Unit Owners or as a result of emergencies.

14.5 SEPARATE PROPERTY. All monies collected by the Association shall, unless the same is collected for the benefit of others, be the separate property of the Association. Such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of the provisions of this Declaration. All monies received from assessments may be co-mingled with other monies held by the Association. All assessments received by the Association shall be held for the benefit of the Unit Owners. No Unit Owner shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his Unit. Such funds shall not be subject to attachment or levy by a creditor or judgment creditor of a Unit Owner. When the owner of a Unit shall cease to be a member of the Association by the divestment of his ownership of such Unit the Association shall not be required to account to such owner for any share of the funds or assets of the Association.

14.6 DEFAULT. The payment of any assessment or installment thereof due to the Association shall be in default if such payment is not paid to the Association when due. If in default for in excess of ten (10) days, the delinquent assessment, or delinquent installments thereof and all advances permitted by Paragraph 14.8 hereof, shall bear interest at the rate equal to the maximum rate then allowed to be charged to individuals in the State of Florida. In addition, a late charge of \$25.00, which is acknowledged not to be a penalty, shall be then due and payable. In the event that any Unit Owner is in default in payment of any assessments or installments thereof owed to the Association, said Unit Owner shall be liable for all costs of collecting the same, including reasonable attorney's fees and court costs.

14.7 NO WAIVER. No Unit Owner may exempt himself from liability for any assessment levied by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit for which the assessments are made or in any other manner.

14.8 LIEN. The Association is hereby granted a lien upon each Condominium Unit, together with a lien on all tangible personal property located within said Unit (except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record), which lien shall secure the payment of all monies from each Unit Owner for which he is liable to the Association, including all assessments, interest and expenses provided for in this Declaration and reasonable attorney's fees incurred as an incident to the enforcement of said



lien. The lien granted to Association may be foreclosed as provided in the Condominium Act (F.S. 718, et seq.). The lien granted to the Association shall further secure such advances for taxes and payments on account of Institutional Mortgages, liens or encumbrances which may be advanced by the Association in order to preserve and protect its lien. The lien shall be effective, have priority, and be collected as provided by the Condominium Act, unless, by the provisions of this Declaration, such liens would have a greater priority or dignity, in which event, the lien rights in favor of the Association having the highest priority and dignity shall be the lien of the Association.

14.9 PROVISIO. In the event that any Institutional Mortgagee shall acquire title to any Unit by virtue of either foreclosure of a first mortgage, or a deed in lieu thereof, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or assessments by the Association pertaining to the Condominium Unit or chargeable to the former Unit Owner of the Unit which became due prior to acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of Common Expenses or assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer and his successors and assigns. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure. Thereafter, all Unit Owners of any nature, including, without limitation, a purchaser at a judicial sale or Institutional Mortgage, shall be liable for all assessments, both for Common Expenses or otherwise, coming due while he is the Unit Owner.

14.10 CERTIFICATE OF STATUS OF ASSESSMENTS. Any Unit Owner, mortgagee, or lienor may require the appropriate certificate as set forth in F.S. 718.116(7).

14.11 NO OCCUPANCY UNTIL ASSESSMENTS PAID. In any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments of any nature incurred prior to the time of such voluntary conveyance. Any person who acquires an interest in a Unit, except through foreclosure of a first mortgage, including without limitation, persons acquiring title by operation of law, shall not be entitled to occupancy of such Unit until such time as all unpaid assessments and all court costs and attorney's fees, if any, incurred by the Association and owing by the former Unit Owner, have been paid in full.

14.12 NO ELECTION OF REMEDIES. The institution of a suit at law for collection of any delinquent assessment may be maintained without waiving the lien securing the same. Proceeding by foreclosure to attempt to effect such collection shall not be deemed an election precluding the institution of suit at law for collection of the same. All Unit Owners do hereby waive pleading the theory of "elections of remedies" in any such proceedings.

14.13 LIENS - MECHANICS. The creation and enforcement of mechanic's and other liens against the Units and Condominium Property, except those created by this Declaration, shall be governed by the provisions of (F.S. 718.121 - Liens) the Condominium Act.

15. TERMINATION. The Condominium may be terminated in the following manner:

15.1 DESTRUCTION. If it is determined in the manner provided in Paragraph 13 that the Condominium Property as a whole shall not be reconstructed, the Condominium will be terminated.

15.2 AGREEMENT. As provided in Section 718.117 of the Condominium Act, the Condominium may be terminated at any time by the approval in writing of all Unit Owners and all record owners of mortgages on Units.



If the proposed termination is submitted to a meeting of the Association, and if the approval of the Unit Owners owning not less than 75% of the Common Elements and their Institutional Mortgagees is obtained, in writing, not later than sixty (60) days from the date of such meeting, then the approving Unit Owners (through the Association), shall have an option to buy all of the Units of the disapproving Unit Owners for the period of one hundred twenty (120) days from the date of such meeting. The vote of those Unit Owners approving the termination shall be irrevocable until the expiration of the option. Any Unit Owner voting against termination, or not voting, may, within fifteen (15) days from the date the vote was taken, change or cast his vote in favor of termination by delivering written notification thereof to the Secretary of the Association. The option shall be upon the following terms:

- a. EXERCISE OF OPTION. The option shall be exercised by delivery, or the mailing by registered mail, of an agreement to purchase, signed by the Association, to each of the Owners of the Units voting against termination. The agreement shall be subject to the purchase of all Units owned by Owners not approving the termination.
- b. PRICE. The sale price for each Unit shall be the fair market value as determined between the seller and the Association within thirty (30) days from the delivery of said agreement. In the absence of agreement on the price of any Unit, the price shall be determined by an appraiser appointed by the Chairman of the local Board of Realtors. A judgment of specific performance of the sale, at the price determined by the appraiser, may be entered in any court of competent jurisdiction.
- c. PAYMENT. The purchase price shall be paid in cash.
- d. FORM. The contract shall be in the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in Alachua County, Florida.
- e. CLOSING. The sale of all Units shall be closed simultaneously and within thirty (30) days following the determination of the sale price of the last Unit to be purchased.

15.3 CERTIFICATE. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying the fact of the termination, which shall become effective upon the certificate being recorded in the Public Records.

15.4 SHARES OF OWNERS AFTER TERMINATION. After termination of the Condominium the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares that shall be equal to the sum of the undivided shares in the Common Elements appurtenant to the Units prior to termination so that the sum total of the ownership shall equal one hundred (100%) per cent.

15.5 OCCUPANCY RIGHTS AFTER TERMINATION. In the event of termination of the Condominium by agreement pursuant to Paragraph 15.2 hereof, each approving Unit Owner shall have the perpetual exclusive right to occupy the air space which formerly constituted said Unit Owner's Condominium Unit prior to termination, unless otherwise agreed upon in writing evidenced by a Certificate executed by said Unit Owner and recorded in the public records.

15.6 EXCLUSIVE RIGHTS EXTINGUISHED BY TERMINATION. All exclusive rights of use of Common Elements shall be extinguished by virtue of the termination of the Condominium.

15.7 AMENDMENT. This Paragraph 15 concerning termination cannot be amended without written consent of all Unit Owners, all record owners of mortgages upon the Units and if any Units are subject to the Lease Agreement, then the consent of Association shall be required.

15.8 EQUITABLE RIGHTS. Unit Owners shall have such rights as provided in F.S. 718.118.

16. AMENDMENTS. Except as herein or elsewhere provided, this Declaration may be amended in the following manner:

16.1 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 to be considered.

16.2 PROPOSAL OF AMENDMENT. An amendment may be proposed by either the unanimous vote of the Board of Directors of the Association, or by 15% of 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, provided such approval is delivered to the Secretary within ten (10) days after the meeting. Except as elsewhere provided, a proposed amendment must be approved by either:

- a. 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.
- b. Until the first election of a majority of the directors by the membership as provided for in Article VII of the Articles of Incorporation, only by all of the directors.

16.3 PROVISIO. Except as otherwise provided in this document:

- a. No amendment shall alter a Unit Owner's percentage in the Common Elements, alter his proportionate share in the Common Expense or Common Surplus, change a Unit Owner's voting rights, or alter the basis for apportionment of assessment which may be levied by the Association against a Unit Owner without the written consent of the Unit Owner.
- b. No amendment shall be passed which shall impair or prejudice the rights and priorities of any Institutional Mortgagee without the written consent of the Institutional Mortgagee affected.
- c. Until the last Unit in the Condominium is sold by the Developer, no amendment to this Declaration shall be made or shall be effective without the written approval of the Developer.
- d. Prior to the recordation in the Public Records of a deed from the Developer, the Developer without the joinder of any other person, may amend any of the provisions of this Declaration by filing an amendment in the Public Records.

16.4 EXECUTION AND RECORDING. Except as otherwise provided in this Declaration, a copy of each amendment shall be attached to a certificate, executed by the officers of the Association, certifying that the amendment was duly adopted. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records.

17. REMEDIES.

17.1 RELIEF. Each Unit Owner and the Association shall be governed by and shall comply with the provisions of this Declaration. A violation thereof shall entitle the appropriate

party to the following relief: An action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, for any other action available pursuant to the Condominium Act or law. Suit may be sought by Association, Developer, or, if appropriate, by one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorneys' fees, including attorney's fees on appeal. Each Unit Owner acknowledges that the failure to comply with any of the provisions of this Declaration shall or may constitute an injury to the Association, Developer, or other Unit Owners, and that such injury may be irreparable. Upon request, an Institutional Mortgagee is entitled to written notification from the Association of any default by its mortgagor of any obligation under this Declaration or the By-Laws.

**17.2 COSTS AND ATTORNEYS' FEES.** In any proceeding arising because of an alleged default, act, failure to act, or violation by the Unit Owner or Association, including the enforcement of any lien granted pursuant to this Declaration or its exhibits, the Developer shall be entitled to recover the costs of the proceeding, including reasonable attorneys' fees. Further, in the event proceedings are instituted by or against the Developer for any reason whatsoever, including but not limited to (1) actions for declaratory judgment, (2) any claim that any of the above have not complied with their obligations under the Offering Circular, this Declaration and its exhibits, or (3) that any provision of the same is unconscionable, unfair (or the like) or violates any state or Federal law or regulation, and if the Developer is the prevailing party then, and in that event, they shall be entitled to recover all costs of the proceedings. Said recoverable costs shall include, but are not limited to, reasonable attorney's fees at all levels of the proceeding, including appeals, together with all costs, including those not normally allowable in actions at law such as, but not limited to, copies of depositions, whether or not used at trial; travel expenses for witnesses traveling from without Alachua County for the purpose of testifying at trial or deposition; expert witnesses; fees for testifying at trial or deposition, together with such additional fees as the expert witness may charge the said party in connection with his preparation for giving such testimony; witness subpoenas issued to insure the presence of witnesses at deposition or at trial whether or not the witness shall actually appear or be called upon to testify.

**17.3 NO WAIVER.** The failure of the Developer to enforce any right, provision, covenant or condition created or granted by this Declaration shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.

**17.4 RIGHTS CUMULATIVE.** All rights, remedies and privileges granted to Association, the Developer or Unit Owner pursuant to any of the provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity. Each Unit Owner agrees in any proceeding brought pursuant to the provisions hereof not to plead or defend the same on the theory of "election of remedies."

**17.5 VENUE; WAIVER OF TRIAL BY JURY.** Every Unit Owner or Occupant and all persons claiming any interest in a Unit agrees that in any suit or proceeding brought pursuant to this Declaration, such suit shall be brought in the Circuit Court of the 8th Judicial Circuit in and for Alachua County, Florida, or the United States District Court, Northern District of Florida, as the same is now constituted or any court in the future that may be the successor to the courts contemplated herein. All such parties, do further waive the right to trial by jury and consent to a trial by the court without a jury.

17.6 APPOINTMENT OF AGENT; PROVISIO. Should suit be instituted, the Unit Owners or Occupants do hereby irrevocably appoint the Secretary of State of the State of Florida as their Agent for the acceptance of service of process should, at the time of such service of process, any such person not be residing in Gainesville, Florida.

18. MISCELLANEOUS RIGHTS OF DEVELOPER.

18.1 RIGHT TO USE FACILITIES. Notwithstanding any provisions of this Declaration to the contrary, the Developer shall have the right to use and occupy any unsold Unit, the Common Elements and any of the Limited Common Elements, the exclusive use of which have not been assigned, for the purpose of a Sales Office or for any other purpose.

19. NOTICES. Whenever notices are required to be sent hereunder, the same may be delivered to Unit Owners, either personally or by mail, at their place of residence in the Condominium. Notices to the Association shall be delivered or mailed to the Secretary of the Association, or in case of the Secretary's absence, then to the President of the Association.

Notices to the Developer shall be made to Developer at:

20. CONSTRUCTION. All of the provisions of this Declaration shall be construed in accordance with the Laws of the State of Florida. This construction shall govern in all matters, including matters of substantive and procedural law.

21. GENDER. Unless the contrary appears to have been intended, words in the plural number shall include the singular and words in the singular shall include the plural, and words of the male gender shall include the female gender and the neutral gender.

22. CAPTIONS. The captions to the paragraphs of this Declaration are intended for convenience only and are not deemed to be all inclusive as to the matters contained in such paragraphs or considered in connection with the construction of any of the provisions of this Declaration.

23. SEVERABILITY. If any term or provision of this Declaration, or the application thereof to any person or circumstances, shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Declaration, or the application of such term or provision to persons or circumstances other than those to which such term may be held invalid or unenforceable, shall not be affected thereby and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

24. NOTICE OF ACTION: Upon written request to the Association, identifying their name and address and the unit number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

- a. Any condemnation loss or any casualty loss which affects a material portion of the project or any unit estate on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;
- b. Any delinquency in the payment of assessments or charges owed by an owner of a unit estate subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of 60 days;
- c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- d. Any proposed action which would require the consent of a specified percentage of eligible mortgage holders;
- e. Unless the formula for reallocation of interests in the common areas after a partial condemnation or partial destruction of a condominium project is fixed in advance by the constituent documents or by applicable law, no reallocation of interests in the common areas resulting from a partial condemnation or partial destruction of such a project may be effected without the prior approval of eligible holders holding mortgages on all remaining units whether existing in whole or in part, and which have at least 51 percent of the votes of such remaining units subject to eligible holder mortgages;
- f. An eligible mortgage holder who receives a written request to approve additions or amendments to the Declaration, the By-Laws or the Articles of Incorporation and who does not deliver or mail to the requesting party a negative response within 30 days shall be deemed to have approved such request.

25. CONDEMNATION.

25.1 DEPOSIT OF AWARDS WITH ASSOCIATION OR INSURANCE TRUSTEE. The taking of condominium property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association or Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association or Insurance Trustee; and in the event of failure to do so, in the discretion 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.

25.2 DETERMINATION WHETHER TO CONTINUE CONDOMINIUM. Whether the condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

25.3 DISBURSEMENT OF FUNDS. If the condominium is terminated after condemnation, the proceeds of the awards and special assessments will be deemed to be the condominium 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, 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 below. The proceeds of the awards and special assessments shall be used for these purposes and shall be disbursed in a manner provided for disbursement of funds by the Association or Insurance Trustee after a casualty.

25.4 UNIT REDUCED BUT TENANTABLE. If the taking reduces the size of a unit and the remaining portion of the unit can be made tenantable, the award for the taking of a portion of the unit shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

- a. RESTORATION OF UNIT. The unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the owner of the unit.
- b. DISTRIBUTION OF SURPLUS. The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.
- c. ADJUSTMENT OF SHARES IN COMMON ELEMENTS. If the floor area of the unit is reduced by the taking, the number representing the share in the Common Elements appurtenant to the unit shall be reduced in the proportion by which the floor area of the unit is reduced by the taking, and then the shares of all Unit Owners in the Common Elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

25.5 UNIT MADE UNTENANTABLE. If the taking is of the entire unit or so reduces the size of a unit that it cannot be made tenantable, the award for the taking of the unit shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

- a. PAYMENT OF AWARD. The market value of the unit immediately prior to the taking shall be paid to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.
- b. ADDITION TO COMMON ELEMENTS. The remaining portion of the unit, if any, shall become a part of the common elements and shall be placed in condition for use by all of the unit owners 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 fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements.
- c. ADJUSTMENT OF SHARES IN COMMON ELEMENTS. The shares in the Common Elements appurtenant to the units that continue as part of the condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as percentages of the total of the numbers representing the shares of these owners as they exist prior to the adjustment.

- d. **ASSESSMENTS.** If the amount of the award for the taking is not sufficient to pay the market value of the condemned unit to the owner and to condition the remaining portion of the unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by assessments against all of the Unit Owners who will continue as owners of units after the changes in the condominium effected by the taking. The assessments shall be made in proportion to the shares of those owners in the common elements after changes effected by the taking.
- e. **ARBITRATION.** If the market value of a unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the unit and the Association within 30 days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be one appraiser each appointed by the Unit Owner, mortgagee of the unit, and the Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Unit Owners in proportion to the shares of the owners in the Common Elements as they exist prior to the changes effected by the taking.

25.6 **TAKING OF COMMON ELEMENTS.** Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements useable 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 in which they own the Common Elements after adjustment of these shares on account of the condemnation. If there is a mortgage of a unit, the distribution shall be paid jointly to the owners and mortgagees of the unit.

25.7 **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 of condominium that need be approved only by a majority of all directors of the Association.

26. **AMENDMENT OF BY-LAWS AND ARTICLES OF INCORPORATION.** The amendment of the By-Laws and the Articles of Incorporation shall require the approval of eligible mortgage holders holding mortgages on units which have at least 51 percent of the votes of units subject to eligible holder mortgages.

27. **CONTRACTS OR LEASES.** Prior to the passage of control of the Association from the developer to the Unit Owners, the Association may not be bound, either directly or indirectly to any contract or lease, unless the Association may terminate such contract or lease, without cause and without penalty being imposed upon not more than 30 days notice to the other party thereto.

IN WITNESS WHEREOF, the Developer has executed this Declaration on this 2nd day of August, 1983.

Signed, Sealed and Delivered in the presence of:

Bob Hall

Cathleen H. Rodby

UNITED GENERAL CONSTRUCTION CO. (SEAL)

(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF ALACHUA ) SS:

BEFORE ME, the undersigned authority, personally appeared SAUL SILBER to me well known to be the person described in and who executed the foregoing instrument as President of UNITED GENERAL CONSTRUCTION CO., a Florida Corporation, and he severally acknowledged before me that he executed such instrument as such officer of said Corporation, and that the Seal affixed thereto is the Corporate Seal of said Corporation, and that it was affixed to said instrument by due and regular Corporate authority, and that said instrument is the free act and deed of said Corporation.

WITNESS my hand and official seal, at the State and County aforesaid, this 2nd day of August, 1983.

My Commission Expires:

Cathleen H. Rodby (SEAL)  
Notary Public, State of Florida  
at Large  
Notary Public, State of Florida  
My Commission Expires June 4, 1984  
Bounded This Troy Face Insurance Inc.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof, hereby acknowledged, SEASIDE OF VILANO CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration of Condominium and Exhibits attached hereto.

IN WITNESS WHEREOF, the above-named Condominium Association, a Florida Corporation not for profit, has caused these presents to be signed in its name by its President, attested to by its Secretary, this 2nd day of August, 1983.

Signed, Sealed and Delivered in the presence of:

Bob Hall

Cathleen H. Rodby

By [Signature] (SEAL)  
President

ATTEST:  
[Signature] (SEAL)  
Secretary

(Corporate Seal)



STATE OF FLORIDA )  
 ) SS:  
COUNTY OF ALACHUA )

OFF REC 597 PAGE 86

BEFORE ME, the undersigned authority, personally appeared  
SAUL SILBER and D.G. FEASTER  
to me well known to be the persons  
described in and who executed the foregoing instruments as  
President and Secretary, respectively, of SEASIDE OF VILANO  
CONDOMINIUM ASSOCIATION, INC. a Florida Corporation not for profit,  
and they severally acknowledged before me that they executed such  
instrument as such officers of said corporation, and that such  
instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, at the State and County  
aforesaid, this 2nd day of August, 1983.

My Commission Expires:

Cathleen H. Roddy (SEAL)  
Notary Public, State of Florida  
at Large

Notary Public, State of Florida at Large  
My Commission Expires 4-1-84  
Record into my file to replace this

CONSENT OF MORTGAGEE

The undersigned, MIDLANTIC NATIONAL BANK, a corporation organized and existing under the laws of the United States of America, hereby consents to the recording of the Declaration of Condominium of SEASIDE OF VILANO CONDOMINIUM, this 27th day of July, 1983.

Lender does not, by this consent (or joinder), assume any responsibility or obligations of the Borrower as developer or otherwise and Lender shall not, by virtue of this consent (or joinder) or otherwise, be responsible to any contract vendee or purchaser of a condominium unit in the Condominium or to any other person for any deposits made by such contract vendee or purchaser with the developer or any escrow agent or for the construction and improvement of any condominium unit and/or the common elements or for any other common facilities including, but not limited to, facilities for ingress, recreational, or parking purposes, whether said Condominium is a phase condominium (as defined in Section 718.403, Florida Statutes) or otherwise.

MIDLANTIC NATIONAL BANK

BY:

John Keller  
Vice Pres.

Attest:

Thomas MacManus  
ASST. Vice President CASH. P.C.

STATE OF New Jersey  
COUNTY OF Middlesex

I HEREBY CERTIFY that this day in the next above-named State and County before me, an officer duly authorized and acting, personally appeared John Keller and Thomas MacManus, as Vice President and Assistant Cashier, respectively, of MIDLANTIC NATIONAL BANK, a corporation organized and existing under the laws of the United States of America, to me known to be the persons described in and who executed the foregoing Consent of Mortgagee, and they acknowledged then and there before me that they executed the same as such officers for the purposes therein expressed; and they affixed thereto the official seal of said corporation; and that the said agreement is the act and deed of said corporation.

WITNESS my hand and official seal this 27th day of July, 1983.

Celia Lopez  
Notary Public

My Commission Expires:

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov 20, 1984

CERTIFICATE OF AMENDMENT  
OF  
DECLARATION OF CONDOMINIUM  
OF  
SEASIDE OF VILANO CONDOMINIUM

The Declaration of Condominium for Seaside of Vilano Condominium was recorded in Official Record Book 597, pages 62-123 of the Public Records of St. Johns County, Florida.

The undersigned being the developer of Seaside of Vilano Condominium hereby amends the Declaration to provide that Section "12. Leasing" is amended to read:

12. LEASING. All leases or rental agreements for any unit shall be in writing and be subject to the Declaration and By-Laws.

Dated this 11th day of August, 1983.

Signed, Sealed and Delivered  
in the presence of:

UNITED GENERAL CONSTRUCTION  
CO.

[Signature]  
Robert G. Butler

By: [Signature]  
SAUL SILBER, President

STATE OF FLORIDA  
COUNTY OF ALACHUA

Before me, the undersigned authority, personally appeared SAUL SILBER to me well known to be the person described in and who executed the foregoing instrument as President of UNITED GENERAL CONSTRUCTION CO., a Florida corporation, and he severally acknowledged before me that he executed such instrument as such officer of said Corporation, and that the Seal affixed thereto is the Corporate Seal of said Corporation, and that it was affixed to said instrument by due and regular Corporate authority, and that said instrument is the free act and deed of said Corporation.

Witness my hand and official seal, at the State and County aforesaid, this 26 day of August, 1983.

[Signature]  
Notary Public  
My Commission Expires:

FILED AT  
ST. JOHNS COUNTY

1983 SEP -1 11:21

30 "B" 11:21  
CLERK OF THE COUNTY

9760

**Certificate of Amendment**  
to the  
**Declaration of Condominium, Articles of Incorporation, and Bylaws**  
of  
**Seaside of Vilano Condominium**

We hereby certify that, at a special meeting of Seaside of Vilano Condominium Assn., Inc. held on August 26, 1995 at the condominium at 3385 N. Coast Highway, St. Augustine, Florida the amendments to the Declaration of Condominium, Articles of Incorporation and Bylaws attached hereto and made a part hereof (said Declaration of Condominium being recorded in Official Records Book 597 at Page 62 of the Public Records of St. Johns County, Florida) received sufficient affirmative votes to pass the amendments as required by Sections 16 and 26 of the Declaration, Article XI of the Articles of Incorporation, and Article 10 of the Bylaws of the condominium; and that as a result of the foregoing, and proper notice having been given, said amendments have been duly adopted pursuant to the aforementioned provisions of the governing documents of the condominium.

In witness whereof, we have hereunto affixed our hands and the seal of said corporation, this \_\_\_\_ day of October, 1995, at St. Augustine, Florida.

(Corporate Seal)

Seaside of Vilano Condominium Assn., Inc.

By Barbara E. Nailler

Ms. Barbara E. Nailler, President

Attest: Karen Hoover

Ms. Karen Hoover, Secretary

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing Certificate of Amendments was acknowledged before me by the President of the Association, Ms. Barbara E. Nailler (who is ☒ personally known to me or ☐ produced \_\_\_\_\_ for identification) and the Secretary of the Association, Ms. Karen Hoover (who is ☒ personally known to me or ☐ produced \_\_\_\_\_ for identification) who both personally appeared before me at the time of the notarization, after being duly sworn, on oath, severally certified and acknowledged executing the foregoing under the authority duly vested in them by the Association for the purposes and reasons therein expressed, and the Secretary who attested to the validity of the foregoing on behalf of the aforementioned Association. Witness my hand and seal this 26 day of October, 1995.

Notary Public

Aaron P. Chance



State of Florida

My Commission Expires:

This instrument was prepared by:  
Seaside of Vilano Condominium Assn., Inc.  
Ms. Barbara E. Nailler, President  
3385 N. Coastal Highway Unit 1  
St. Augustine, FL 32095  
904-824-2610

Recorded in Public Records St. Johns County, FL  
Clerk# 9503756 O.R. 1136 PG 186 03:03PM 10/26/95  
Recording \$21.00 Surcharge \$3.00

## Seaside of Vilano Condominium Assn., Inc.

## LIMITED PROXY

Special Membership Meeting

Saturday, August 26, 1995

Page 1 of 3

To: Secretary, SEASIDE OF VILANO CONDOMINIUM ASSN., INC.

The undersigned voting representative of unit \_\_\_\_\_ of SEASIDE OF VILANO CONDOMINIUM ASSN., INC., constitute and appoint the secretary of the association or \_\_\_\_\_, as the true and lawful attorney, agent and proxy of the undersigned, with full powers of substitution for and in the name of the undersigned, to attend the special meeting of the unit owners of the association to be held:

Place: Unit 26, 3385 N. Coastal Hwy, St. Augustine, FL 32095 (Ph. 904-824-7103)

Date: Saturday, August 26, 1995

Time: 10:00 a.m.

and any adjournment thereof, for the purpose of acting on all matters and in all things that may come before that meeting or meetings, and any and all adjournments to represent the undersigned with all powers that the undersigned would possess if personally present, limited only by the following: *I hereby specifically authorize and instruct my proxy to cast my vote in reference to the following matters as follows:*

## PROPOSED AMENDMENTS TO THE GOVERNING DOCUMENTS

For each proposed amendment, a through h, please cast your limited proxy vote by marking, preferably by your initials, either in FAVOR or AGAINST the proposed amendment.

Words underlined are additions. Words stricken are deletions.

3a

In FAVOR: \_\_\_\_\_

Proposed amendment to the Declaration  
Section 1.2

AGAINST: \_\_\_\_\_

NAME AND ADDRESS. The name of this Condominium is as specified in the title of this document. The address shall be the name of the condominium together with: ~~2121 N.W. 2nd Street, Gainesville, Florida 3385~~ N. Coastal Highway, St. Augustine, FL 32095 or at such other location as designated by the board of directors.

3b

In FAVOR: \_\_\_\_\_

Proposed amendment to the Bylaws  
Article 3.1

AGAINST: \_\_\_\_\_

ANNUAL MEETING. The annual members' meeting shall be held at least once each calendar year at the office of the Association, Gainesville, Florida, at the time and place designated on the notice thereof, for the purpose of electing directors and officers and transacting any other business authorized to be transacted by members.

3c

In FAVOR: \_\_\_\_\_

Proposed amendment to the Bylaws  
Article 4.3

AGAINST: \_\_\_\_\_

- a. There shall be one (1) director elected from each unit in the Condominium five (5) directors.
- b. A nominating committee of three (3) members shall may be appointed by the then existing Board not less than thirty (30) Days prior to the Annual Members' Meeting. The committee shall ~~nominate one person from each unit to serve as that unit's director.~~ Nominations may also be made from the floor.
- c. The election shall be by secret ballot and each director Directors shall be elected by a plurality of the votes cast. Each person voting shall be entitled to cast one vote for a nominee from each unit. There shall be no cumulative voting.
- d. ~~Except as to vacancies created by removal of directors by member, vacancies in the Board occurring between annual meetings of members shall be filled by the remaining directors, provided that the director shall be replaced by a person who resided in the same unit as the vacancy.~~

- CONTINUED -

3d

In FAVOR: \_\_\_\_\_

Proposed amendment to the Articles of Incorporation.  
VII. (Paragraph 2)

AGAINST: \_\_\_\_\_

At such time as the members are entitled to elect all Directors as set forth in F.S. 718.301, and subject to the provisions of the By-Laws, the Board of Directors shall consist of a number of directors equal to the number of units in this Condominium as designated in the bylaws.

3e

In FAVOR: \_\_\_\_\_

Proposed amendment to the Declaration  
Section 26.

AGAINST: \_\_\_\_\_

~~AMENDMENT OF BY-LAWS AND ARTICLES OF INCORPORATION.~~ The amendment of the By-Laws and the Articles of Incorporation shall require the approval of eligible mortgage holders holding mortgages on units which have at least 51 percent of the votes of units subject to eligible holder mortgages.

3f

In FAVOR: \_\_\_\_\_

Proposed amendment to the Declaration  
Section 16.2

AGAINST: \_\_\_\_\_

~~PROPOSAL OF AMENDMENT.~~ An amendment may be proposed by either the unanimous a majority vote of the Board of Directors of the Association, or by 15% of 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, provided such approval is delivered to the Secretary within ten (10) days after the meeting. Except as elsewhere provide, a proposed amendment must be approved by either:

- a. Not less than 75% of the entire membership of the Board of directors and by not less than 75% sixty-six (66%) percent (i.e. 18 votes) of the total voting interests of the votes of the entire membership of the Association.

3g

In FAVOR: \_\_\_\_\_

Proposed amendment to the Articles of Incorporation  
XI. 3

AGAINST: \_\_\_\_\_

3. VOTE NECESSARY; FILING In order for such amendment to become effective, the same must be approved by a majority of the total voting interests (i.e. 14 votes) of the association an affirmative vote of sixty six (66%) of the entire membership of the Board and by an affirmative vote of the membership having seventy five (75%) percent of the votes in the Association and the approval of eligible holders adding mortgages on Units which have at least 51 percent of the votes of units subject to eligible holder mortgages. Such amendment shall be filed withing ten (10) days from said approval with the Office of the Secretary of State of Florida.

-CONTINUED-

3h

In FAVOR:

Proposed amendment to the Bylaws  
Article 10.3

AGAINST:

VOTE NECESSARY; RECORDING. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of 66% of the entire membership of the Board and by an affirmative vote of the members having 75% of the votes in the Association and the approval of eligible holders adding mortgages on units which have at least 50 percent of the votes of units subject to eligible holder mortgages a majority of the total voting interests (i.e. 14 votes) of the association. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President or a Vice-President and Secretary or Assistant Secretary of the association and a copy thereof shall be recorded in the Public Records of Alachua St. Johns County, Florida, within ten (10) days from the date on which any amendment has been affirmatively approved by the Directors members of the Association.

--- END OF PROPOSED AMENDMENTS ---

Seaside of Vilano Condominium Assoc., Inc.

3385 N. Coastal Highway  
St. Augustine, Florida 32095

O.R. 1136 PG 0190

AFFIDAVIT

State of Florida  
County of St. Johns

Before me, the undersigned authority, this day personally appeared Mr. Mel Kutzer, who, being first duly sworn, deposes and says:

1. That he is the Treasurer and Manager of Seaside of Vilano Condominium Assoc., Inc.; and
2. That he has access to the Official Records of the Seaside of Vilano Condominium Assoc., Inc.; and
3. That he is aware that the Association desires to amend certain portions of its governing documents; and
4. That he is aware of the provisions in the Declaration of Condominium (e.g. Sections 3.19, 24., and 26.) that require the association to notify eligible mortgage holders of certain actions taken by the Association provided that the mortgagee first requests this notification from the Association; and
5. That he is unaware of any mortgagee holding mortgages on units in Seaside of Vilano Condominium that have submitted requests, written or otherwise, pursuant to any portions of the governing documents, in particular Section 24 of the Declaration; and
6. That he is making this affidavit for the purpose of assuring the Board of Directors and Unit Owners of Seaside of Vilano Condominium Assoc., Inc. of compliance with the condominium documents relative to provisions requiring notification of Mortgagees.

*Mel Kutzer*

Mr. Mel Kutzer

The foregoing affidavit was sworn and subscribed to before me this 9th day of August, 1995 by Mr. Mel Kutzer (who is [ ] personally known to me or [ ] produced Fl. Drivers Lic. for identification).

Notary Public

*Vernon E. Daulton*

My Commission Expires:

(Seal)

