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DECLARATION OF CONDOMINIUM Jacksonville, FL 32207

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OF
SUMMERHOUSE II BEACH & RACQUET CLUB CONDOMINIUM

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THIS DECLARATION OF CONDOMINIUM is made this 16th day of December, 1981, by CRESCENT BEACH DEVELOPERS, LTD., a Florida limited partnership, its successors and assigns (the "Developer"), the owner of fee simple title to the land described herein, and with the intent and purpose of submitting said land and all improvements thereon to the condominium form of ownership, the Developer makes the following declarations.

I. SUBMISSION TO CONDOMINIUM OWNERSHIP.

The Developer hereby submits to the condominium form of ownership and use the land described in Article III hereof, the improvements now and hereafter situated thereon and the easements and rights appurtenant thereto (the "Condominium Property"), pursuant to Chapter 718, Florida Statutes, 1979, as amended to the date hereof (the "Condominium Act".)

II. NAME AND ADDRESS

The name by which this condominium is to be identified is SUMMERHOUSE II BEACH & RACQUET CLUB CONDOMINIUM, herein referred to as the "Condominium."

III. THE LAND

The land submitted to Condominium (the "Land") is located in St. Johns County, Florida and is described in Exhibit "A" attached hereto and consists of a parcel of real property (the "Condominium Land") upon which will be constructed residential buildings and certain other improvements described in Article IV hereof. A survey of the Condominium Land is attached hereto and made a part hereof as Exhibit "B".

IV. DESCRIPTION OF CONDOMINIUM PROPERTY

A. The improvements which shall comprise part of the condominium property, consist of sixty-three (63) residential units located in five buildings. Attached hereto as Exhibit C is a site plan of the improvements and floor plans of units which identify each condominium unit by number and constitutes a graphic description of the buildings in which units are located. The construction of the improvements on the land is not substantially complete at the time of recordation of this Declaration; however, at the time the improvements or a portion thereof are substantially complete, the Developer shall cause this Declaration to be amended to include a certificate of a surveyor authorized to practice in this state which provides that the construction of the units or certain units to be conveyed are substantially complete so that the materials in Exhibits "A", "B" and "C", together with the provisions of the Declaration describing such improvements are an accurate representation of the location and dimension of such improvements and that the identification, location and dimensions of the common elements and of each unit or of units to be conveyed can be determined from these materials.

B. In addition to the residential buildings situated thereon, the Condominium Land also includes improvements consisting of the outside automobile parking areas, one swimming pool, driveways, walks, landscaping and all underground structures and improvements which are not part of or located within residential buildings and which are not elsewhere herein reserved to and/or retained by the Developer or owned directly by the Association.

V. DEFINITIONS

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A. Units

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

The boundaries of each Unit shall be as follows:

1. The upper horizontal boundary of each Unit shall be the lower surface of the unfinished ceiling extended to an intersection with the vertical boundaries.
2. The lower horizontal boundary shall be the plane of the upper surface of the unfinished floor extended to an intersection with the vertical boundaries.
3. The vertical boundaries of each Unit shall be the plane of the inner surface of the sheetrock (being that part of the sheetrock opposite the part of the sheetrock exposed to the interior of the Unit). All glass and other transparent and/or translucent material or screens covering windows and doors and the material covering other openings in the exterior walls of the Units shall be construed to be within the boundaries or limits and part of the Unit exclusively served by such windows, doors and other openings.

B. Common Elements

The term "Common Elements" as used herein shall mean and comprise all of the real property and improvements of the Condominium except Units including, without limitation: (1) easements through Units for conduits, pipes, ducts, vents, flues, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to Units and Common Elements; and (2) easements of support to every portion of a Unit which contribute to the support of other Units and/or Common Elements; and (3) installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation, specifically excluding however, any utility main lines, distribution lines, force mains or collection lines and meters owned and maintained by the utility company servicing the Condominium Property or owned by the Association as set forth in Article VII D hereof; and (4) the property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements; and (5) fixtures owned or held for the common use, benefit and enjoyment of all owners of Units in the Condominium; (6) the riparian and/or littoral rights appertaining to the land, if any; and (7) easements for ingress and egress serving the Condominium Property.

C. Limited Common Elements

The term "Limited Common Elements" as used herein shall mean and comprise the Common Elements which are reserved herein, or assigned, or granted separately herefrom, for the use of a certain Unit or Units to the exclusion of other Units, and consisting of the following:

1. The patio or balcony attached to the exterior of a building and serving only one Unit.

2. One parking space for each Unit as delineated on Exhibit C attached hereto, which shall automatically pass with title to the respective Unit without the necessity for specific reference in the Deed to the Unit.

D. Summerhouse I Beach & Racquet Club Condominium

Developer has developed a 67 unit condominium in ~~partly~~ ^{wholly} adjacent to the north of this Condominium. As provided elsewhere herein, both Summerhouse I and II shall be operated by the same Association in which unit owners in both condominiums will be Members. In addition, and as more particularly provided elsewhere herein, the Association will own and operate the Sewer Plant and the Recreational land for the use and benefit of all Members of the Association, including unit owners heretofore, unit owners in Summerhouse I and unit owners of possible future condominiums.

VI. APPURTENANCES TO UNITS

There shall be appurtenant and pass with title to each Unit the rights, shares and interests provided by the Condominium Act which shall be deemed to include, without limitation, the following:

A. An undivided 1/63rd share in the Common Elements and in the "Common Surplus" (as these terms are elsewhere herein defined).

B. The right to use exclusively, these portions of the Common Elements designated and/or reserved herein and/or granted elsewhere to a certain Unit or Units as Limited Common Elements;

C. An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time (as shown on Exhibit "C" hereto) and as it may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is permanently vacated from time to time;

D. Non-exclusive easements, to be used and enjoyed in common with the owners of all Units in this Condominium, in Summerhouse I and with owners of Units in the feasible Future Development Area as defined in Article VIII B heretofore, their guests and invitees, for use of these Common Elements or other facilities not designated elsewhere herein as Limited Common Elements including, without limitation, easements for:

(1) The furnishing and maintenance of utility services to all parts of the real property of the Condominium(s) over, across, in and through the land, buildings and other improvements, as the fixtures and equipment therefor now exist and/or may be modified or relocated; and

(2) Vehicular and pedestrian access over, across, upon, in and through the drives, entries, gates, walls, grounds and other portions, if any, of the Common Elements as are intended and/or provided for pedestrian and vehicular traffic through the Condominium and for recreational purposes in and to the Recreation Land (as hereinafter defined) and the improvements, fixtures and equipment thereon, and for access to public ways, specifically over that property designated and described on Exhibit A attached hereto as the Access Easement Area and over which will be constructed the entrance-way to the Condominium Property from State Road A-1-A.

E. An exclusive easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit or Common Element, or vice versa, for any reason not caused by or resulting from the willful or negligent act of developer or any Unit owner or

owners, including, without limitation, encroachments caused by or resulting from the original construction or improvements, which exclusive easement shall exist at all times during the continuance of such encroachments, as an easement appurtenant to the encroaching Unit or other improvements, to the extent of such encroachment;

F. An easement for construction, support and agreement for shared maintenance relating to the exterior south wall of Building 5 which may in the future, at Developer's option, be physically connected to the exterior northern wall of a condominium building in the Possible Future Development Area, as described in Article VII, B hereof, all as contained in the Easements and Shared Maintenance Agreement attached hereto as Exhibit I.

G. An easement for vehicular and pedestrian traffic over and on that property designated as Easement A on the Site Plan attached hereto as Exhibit C. It is anticipated that the portion of the paved driveway leading to Building 5 described on Exhibit A of the Easements and Shared Maintenance Agreement attached hereto as Exhibit I shall be commonly used by residents of this Condominium and a future condominium to be built in the Possible Future Development Area, and for that purpose, said property is subject to an easement and also subject to shared maintenance obligations all as described in said Easements and Shared Maintenance Agreement.

H. An exclusive easement for the use of the area of land and air space occupied by the air conditioning compressor and the equipment and fixtures appurtenant thereto, situated in and/or on Common Elements of the Condominium but exclusively serving and individually owned by the Owner of the Unit, as the case exist in and on the Land, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor and the equipment and fixtures appurtenant thereto; provided that the removal of the case for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies.

I. The right to membership in the "Association" (elsewhere herein defined) upon the terms and conditions set forth elsewhere herein.

VII. RECREATION LAND AND SEWER PLANT

A. The Developer, prior to the closing of the sale of the first unit in Summerhouse I shall convey to the Association title to that certain property described in Exhibit B-1 attached hereto and designated Recreation Land A on which Developer shall build one tennis court and two racquetball courts. The Developer, prior to the closing of the sale of the first unit in Summerhouse II, shall also convey to the Association title to that certain property described on Exhibit B-2 attached hereto and designated Recreation Land B upon which the Developer shall construct two tennis courts and two racquetball courts as shown on Exhibit C. Said Recreation Land and the facilities located thereon shall not constitute part of the Common Elements of the Condominium, but shall be owned by the Association which shall also have the responsibility for all expenses relative thereto including maintenance, operation and upkeep and real estate taxes. Said Association shall prepare a separate budget on the Recreation Land on an annual basis and each Unit Owner of Summerhouse I and Summerhouse II shall, as a member of the Association, have the right to use said facilities pursuant to such rules and regulations as are promulgated from time to time by the Association and each Unit Owner of Summerhouse I and Summerhouse II shall share equally in the expenses relative thereto and pursuant to such separate budget. All of such expenses shall be considered common expenses and the Association shall have the same rights and remedies for collecting said Recreation Land Assessments as the Association has for other common expenses, including lien.

rights against Units for delinquent Recreation Land Assessments.

B. In the event the Association administers the operation and affairs of additional dwelling units as provided in Article VIII of this declaration, all members of the Association, including Unit Owners in the Possible Future Development Area as defined in Article VIII B hereof, shall have a non-exclusive right to use said Recreation Land and Recreation facilities as members of the Association and likewise shall all share equally in the expenses relative thereto. For purposes of such use, all members of the Association, including Unit Owners in future condominiums, shall have an easement and right of access over such of the condominium property as is reasonably necessary for such use and access.

C. The Developer currently intends, but shall not be obligated, to construct additional tennis courts and racquet ball courts to be owned by the Association and to be available for the use of all Members of the Association and for which all Unit Owners of this Condominium and Summerhouse I, together with Unit Owners in the Possible Future Development Area as defined in Article VIII B hereof, shall share equally in the expense of maintenance, repair and replacement. Any such future recreation land and facilities shall not be located on the Condominium Property. Each Unit Owner, together with unit owners in the Possible Future Development Area, shall have the right to use said facilities in accordance with such rules and regulations as are promulgated by the Association, which shall be the entity responsible for all the recreational area management and maintenance. In addition, all Unit Owners of this condominium and of Summerhouse I and in the Possible Future Development Area shall have rights of ingress and egress from their Units to the recreational areas over and across the paved areas as are provided for pedestrian and vehicular traffic through each condominium's Common Elements for recreational purposes and as will be more particularly shown and described on surveys attached as Exhibits to future condominium declarations or plats. However, the Developer shall have no obligation to provide or construct any such additional recreational facilities.

D. Developer, prior to the closing of the sale of the first unit of Summerhouse I, will convey to the Association for no charge, the real property described on Exhibit A attached hereto, designated Sewer Plant Site, together with all improvements thereon, including, without limitation, a sewer plant and related facilities. In addition, all water and sewer lines and related installations and equipment shall be owned and maintained by the Association, except as such are located within any portion of the Condominium units. This sewer plant shall furnish sewer services to the Unit Owners of Summerhouse I and Summerhouse II as well as Unit Owners of condominium(s) which may be built in the Possible Future Development Area. All Members of the Association shall share equally the expense of operating, maintaining, repairing and replacing the sewer plant, sewer lines and equipment and the water lines, and the Association shall include such anticipated costs and expenses, and such reserves for replacement as it deems necessary, in its annual budget along with the Recreation Land costs and expenses and reserves.

Provided, however, in the event that the County of St. Johns appears to be progressing towards the installation of sewer lines to serve the Condominium, then Developer, prior to the closing of the first unit in Summerhouse I, as aforesaid, hereby reserves the right and option to retain title to the sewer plant if it elects to connect each unit of this Condominium to the County sewer lines, at which time Developer shall have the right to remove the sewer plant from the Sewer Plant Site, provided further, however, that in any event, Developer shall convey the real property designated as the Sewer Plant Site to the Association as aforesaid.

There is hereby created a non-exclusive easement over the Condominium Land in favor of the Association for the purpose of reasonable access to the Sewer Plant Site over such paved areas as are provided for pedestrian and vehicular traffic and in and to the sewer lines and pipes as are located under the Condominium Land for

use by all Members of the Association, including unit owners in the Possible Future Development Area and an easement over the Condominium Land under which said pipes are located for the purpose of maintenance of said lines and service.

E. The Recreation Land Assessments and the Sewer Assessments payable by each member of the Association shall be equal to a fractional portion of the annual recreation and sewer budget adopted by the Board of Directors of the Association wherein the numerator is 1 and the denominator is the total number of members of the Association as that number may be increased from time to time with the addition of future condominiums being operated and administered by said Association. Said assessments shall be considered Common Expenses of each condominium, and the Association shall have the same lien right and collection remedies for non-payment of the recreational and sewer plant assessments as the Association has for nonpayment of regular condominium maintenance assessments.

VIII. ASSOCIATION

A. The entity responsible for the operation of this Condominium, as well as Summerhouse 1, shall be Summerhouse Beach and Racquet Club Condominium Association, Inc., a Florida corporation not-for-profit (the "Association"). A copy of the Association's Articles of Incorporation and Bylaws are attached hereto and made a part hereof as Exhibits E and G, respectively. The Association shall administer and manage the Condominium Property; provided, that the Association may, to the extent permitted by the Condominium Act, by contract, delegate its maintenance, management and operational duties and obligations; and provided further, however, that the Developer hereby reserves the rights provided in the Condominium Act and this Declaration and the Bylaws of the Association to initially manage and operate the Condominium Property.

B. In the event the Developer shall elect to submit any portion of the land located immediately south of this Condominium Property, and as more particularly described on Exhibit B attached hereto and designated the "Possible Future Development Area," to the condominium form of ownership within ten years from the recordation date hereof, Developer may, at its option, provide that the Summerhouse Beach and Racquet Club Condominium Association, Inc., be made the Condominium Association responsible for the operation and administration of such future condominiums. Owners of dwelling units in these future condominiums shall automatically become members of the Association and shall be entitled to the same voting rights as are extended herein to Unit Owners hereof, provided, however, that the total number of Condominium Units to be administered at any time by the Association shall not exceed 100 Units.

C. Nothing contained herein shall be deemed to require the Developer to submit the Possible Future Development Area or any portion thereof to condominium ownership, nor to require that the Summerhouse Beach and Racquet Club Condominium Association, Inc. be the entity responsible for the operation and administration of any of the additional condominium(s) submitted by the Developer. The Developer reserves the right in its sole discretion to determine the type of development or improvements of the Possible Future Development Area, if any, including the right to control the size and location and type of structures and to create a separate operating and administrative entity for any such development, whether condominium or otherwise. Notwithstanding anything contained herein to the contrary, neither this Declaration nor any term or provision hereof shall constitute a defect, encumbrance, lien or cloud upon the title of any portion of the property included within the Possible Future Development Area and is intended only to reserve certain rights to the Developer, as the owner of the Possible Future Development Area, its successors or assigns.

The owner or owners of each Unit shall become a member or members of the Association automatically upon and simultaneously with the delivery of a deed of conveyance of fee title thereto from Developer or its successors in title. There shall be apurtenant, and, together with title, to each Unit one vote as a member of the Association, which may be exercised by the owner(s) as set forth in the Articles of Incorporation and Bylaws of the Association. Membership in the Association shall terminate when a Unit Owner's vested interest in the fee title to the Unit terminates. Membership in the Association cannot be separately transferred, assigned or pledged in any manner except as an appurtenance to the respective Unit.

X. AMENDMENT OF DECLARATION

Except for amendments which the Developer is authorized and/or obligated elsewhere herein to make and except as may be elsewhere herein or in the Condominium Act otherwise specifically provided, this Declaration may be amended only in the following manner:

A. Notice

Notice of the subject matter of any proposed amendment to this Declaration shall be included in the notice of any meeting at which such proposed amendment is to be considered.

B. Proposal

Amendments to this Declaration may be proposed by the Board of Directors (the "Board") of the Association by resolution adopted by a majority vote of the Directors elected from this Condominium present at any regular or special meeting of the Board at which a quorum is present; or, in the alternative, by a written instrument signed by a majority of the Board elected from this Condominium or by the owners of a majority of the Units, whether by vote of such owners as members of the Association at a special or regular meeting of the members or by written instrument signed by them.

C. Adoption

Any amendment to this Declaration so proposed by the Board or members of the Association shall be transmitted to the President of the Association; or, in the absence of the President, to a Vice President or other acting chief executive officer, who shall thereupon call a special meeting of the Unit owners in this Condominium to consider and vote upon such proposed amendment; provided that a proposed amendment may be considered and voted upon at an annual meeting of the members of the Association if the next such meeting is to be held within the time hereafter limited and if notice of the proposed amendment shall be included in the notice of such meeting. The special or annual meeting, as the case may be, of the members shall be held not sooner than thirty (30) days nor later than sixty (60) days from the date of receipt by the Association of the proposed amendment. Notice of the meeting shall be in the form and shall be delivered and the meeting shall be called and held as provided for in the by-laws of the Association; provided, that any member may, in writing signed by such member, waive notice of any such meeting in the manner provided for in the by-laws of the Association and such waiver, when delivered to the Secretary of the Association for filing in its records, whether before, during or after such meeting shall be construed to be the equivalent of giving notice to such member. The proposed amendment may be adopted and shall become effective, by and upon the affirmative vote at such meeting of unit owners owning not less than sixty-six and two-thirds percent (66-2/3%) of the Units; provided, that any amendment so proposed may be adopted, without a formal meeting of the members, by an instrument executed and acknowledged with the formalities of a deed by members owning not less than sixty-six and two-thirds percent (66-2/3%) of all Units. If any such amendment affects the

common elements or common property of any other condominium or dwelling units in Summerhouse I or the Possible Future Development Area (including easements and other rights herein reserved to such unit owners), then such amendment shall only be effective after approval by the members of such other condominium or homeowners association in accordance with the provisions of the declaration of condominium for such condominium or articles or by-laws of such association(s). Notwithstanding the foregoing provisions for adoption of amendments to this Declaration or any other provisions for amendment in the Condominium Act, no amendment shall:

- (1) Change any "Condominium Parcel" (as defined in the Condominium Act) unless the record owner thereof and all record owners of liens thereon shall join in the execution and acknowledgment of the amendment;
- (2) Discriminate against any Unit owner or against any Unit or building or class of buildings comprising part of the Condominium Property, unless the record owners of all affected Units and record owners of all liens thereon shall join in the execution and acknowledgment of the amendment;
- (3) Change the share of Common Elements appurtenant to any Unit or Units or the share of any Unit owner in the Common Expenses, or increase the share of any Unit owner(s) in the Common Expenses, unless the record owners of all Units and the record owners of all liens thereon shall join in the execution and acknowledgment of such amendment;
- (4) Make any change in Article VIII hereof, entitled "Insurance" nor in Article XIV hereof, entitled "Reconstruction or Repair After Casualty" unless the record owners of all liens on Units shall join in the execution and acknowledgment of the amendment;
- (5) Adversely affect the lien or priority of any previously recorded mortgage or a mortgagee or
- (6) Adversely affect any right, reservations, privileges, powers and options of the Developer or Unit Owners in other condominiums operated by the Association as stated herein, or with respect to the Recreation Land, the Power Plant Site, and/or the Possible Future Development Area, without the prior written consent of the Developer and the unit owners of such other condominiums affected.

D. Effective Date and Recording Evidence of Amendment

As to members of the Association and persons having actual knowledge of the adoption of any amendment to this Declaration, such amendment shall be effective as of the date of adoption or otherwise as may be specified in the resolution or instrument creating the amendment. As to non-members of the Association, without actual knowledge of an amendment to this Declaration, the same shall be effective at the time the affected person acquires actual knowledge thereof or at the time of filing the amendment or certificate of amendment in the public records of St. Johns County, Florida, whichever occurs first. The President of the Association, or, in the absence of the President, a Vice President or other acting chief executive officer of the Association, shall cause to be filed in the Public Records of St. Johns County, Florida, the original amendment to the Declaration, or it is in the form of an instrument executed and acknowledged by Unit owners and the holders of liens thereon, or a certificate of amendment, or it is a certification by the proper officers of the Association that such amendment was adopted by the Association at a meeting of the members. A true and correct copy of each such amendment or certificate of amendment shall be delivered, forthwith after adoption thereof, to the record

owners of all Units and to the record owners of all liens on Units, by the President, Vice President or other acting chief executive officer of the Association, but delivery of such copies shall not be a condition precedent to the effectiveness of any such amendment.

E. Amendment to Correct Omission or Error in Condominium Documents

Notwithstanding any provision to the contrary set forth in this Article X or elsewhere, in and of this Declaration, the Articles of Incorporation or By-Laws of the Association, the affirmative vote of the owners of not less than fifty-one per cent (51%) of the Units in the Condominium shall be sufficient to adopt an amendment to this Declaration for the purpose of correcting a defect, error or omission in or of this Declaration not materially adversely affecting the rights of owners, lienors or mortgagees.

F. Amendment by Developer

Notwithstanding any provision to the contrary set forth in Article X or elsewhere in this Declaration or in the Articles of Incorporation or By-Laws of the Association, the Developer may amend this Declaration to add any surveyor's certificate(s) as described in Article IV A without the consent or joinder of any Unit owner or mortgagee of any unit.

XI. COMMON EXPENSES AND COMMON SURPLUS

A. The term "Common Expenses", as used herein, shall mean all expenses for which the owners of Units in Summerhouse II Beach & Racquet Club Condominium shall be liable to the Association. The term "Common Surplus", as used herein, shall mean the excess of all receipts of the Association from owners of Units in Summerhouse II Beach & Racquet Club Condominium including, without limitation, assessments, rents, profits and revenues on account of the Common Elements of Summerhouse II Beach & Racquet Club Condominium, over the amount of the Common Expenses of Summerhouse II Beach & Racquet Club Condominium. All owners of Units in Summerhouse II shall share the Common Expenses and shall own the Common Surplus in an equal fractional amount of 1/3rd.

B. As set forth in Article VIII hereof, the Association may, at Developer's option, be made the Condominium Association responsible for the operation and administration of such other condominiums as may be developed in the Possible Future Development Area described on Exhibit B attached hereto. The owner of a vested present interest in the fee title to any of the dwelling units in any such future development which Developer has elected to have operated by the Association shall automatically be members of the Association and shall be entitled to the same voting rights as are extended herein to owners of Units in this condominium provided, however, that matters concerning only one condominium shall be voted on only by the Unit Owners of that condominium, all as more specifically set forth in the Articles and By-Laws of the Association. The Common Expenses and Common Surplus of any such condominium(s) may be commingled with those of the other condominium(s) operated by the Association, if any, but shall be subject to separate budgeting and accounting as provided elsewhere herein and in the By-Laws and Articles of the Association. The operation of such additional condominium(s) by the Association shall not constitute and is not intended to result in a merger of the Common Elements, and each condominium shall constitute a separate and distinct condominium from all others.

XII. MAINTENANCE, REPAIRS AND REPLACEMENTS

Responsibility for maintenance, repairs and replacements of

Condominium Property and property of Unit owners located or situated within the Condominium shall be as follows:

A. Unit Owner's Responsibility

Each Unit Owner shall maintain, repair and replace, at his expense: his Unit, and the fixtures, equipment and appliances comprising a part thereof, located therein or exclusively serving the same even if located outside the Unit, and including, without limitation, all doors within the Unit and those which open to the Unit from the outside, interior walls and partitions, windows and window apparatus and glass, sliding glass and screen doors, heating and air conditioning equipment within the Unit, the air conditioning compressor located outside of the Unit, and the ducts, pipes, wirings, controls and other apparatus serving only that Unit, even if located outside the Unit. Each Unit Owner shall be responsible for the cost of keeping his limited Common Elements in a clean and orderly condition except his assigned parking space which shall be the Association's responsibility. Notwithstanding the obligation of the Unit Owners for maintenance, repair and replacement of and in Units, the proceeds of all insurance awards or payments under insurance carried by the Association for loss or damage to or within Units shall be applied against repairs and replacements to the extent that such award or payments exceed the deductible provisions of such insurance.

B. Association's Responsibility

The Association shall be responsible for and shall assess against and collect from the owners of all Units in the Condominium the costs of maintaining, repairing, replacing and keeping in clean and orderly condition all of the Common Elements provided, however, that each Unit Owner shall keep his own patio or balcony clean and orderly. The Association shall, at the expense of the owners of all Units in the Condominium, repair any and all incidental damage to Units resulting from maintenance, repairs and/or replacement of or to Common Elements. The Association shall be responsible for repairing and replacing all limited Common Elements and shall assess against and collect from the owner of all Units in the Condominium, the cost of such repair and replacement.

XIII. INSURANCE

Insurance shall be carried and kept in force at all times in accordance with the following provisions:

A. Duty and Authority to Obtain

The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force all of such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association and the Unit owners and their mortgagees. A certificate evidencing a mortgagee endorsement shall be issued to the mortgagee of each Unit. The owner(s) of each Unit may, at the expense of such owner(s), obtain insurance coverage against damage to and loss of the contents of the Unit, personal liability for injury to and death of persons and damage to and loss of personal property of others, and against additional living expenses, provided, that each policy of such insurance purchased by a Unit owner shall, where such provision is available, provide that the insurer waives its right of subrogation as to any claim or claims against other Unit Owners, the Association, and their respective employees, agents, guests and invitees.

B. Required Coverage

The Association shall purchase and carry casualty insurance

covering all of the buildings and other improvements of the Condominium, including, without limitation, Units and Common Elements, in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the Board of Directors of the Association; such insurance to include or afford protection against:

(a) Loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsements;

(b) Such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings and other improvements similar, in construction, location and use, to the buildings and other improvements of the Condominium, including, without limitation, vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available;

(c) Public liability insurance, in such amounts, with such coverage and in such forms as shall be required by the Board of Directors of the Association to protect the Association and the owners of all Units, including, without limitation hired automobile, non-owned automobile, off premises employee coverage, water damage and local liability, with cross-liability endorsements to cover liability of all Unit Owners as a group to each Unit Owner;

(d) Workmen's Compensation insurance to meet the requirements of law; and

(e) Loss or damage by flood, to the extent, if any, required or necessitated by law, including, without limitation, the Flood Disaster Protection Act of 1973, or any similar law or regulation.

C. Optional Coverage

The Association may purchase and carry such other insurance coverage, other than title insurance, as the Board of Directors of the Association, in its sole discretion, may determine from time to time to be in the best interests of the Association and Unit Owners, including Directors' liability insurance coverage, or as an institutional lender may reasonably require while it holds a mortgage encumbering any Unit.

D. Premiums

Premiums for all insurance obtained and purchased by the Association shall be paid by the Association. The cost of insurance premiums, and other incidental expenses incurred by the Association in administering and carrying out the provisions of this Article, shall be assessed against and collected from Unit Owners as Common Expenses.

E. Assured

All policies of insurance obtained and purchased by the Association shall be for the benefit of the Association, its members and their mortgagees, as their interests may appear. All proceeds of insurance policies purchased by the Association shall be payable to the Association. The proceeds from insurance against any casualty loss shall be held for the use of the Association, its members and their respective mortgagees, as their interests may appear, to be applied or distributed in the manner herein provided. The Association is hereby constituted and appointed agent for all Unit Owners, with authority to negotiate and settle the value and extent of any and all losses covered under any policy of casualty insurance, and the Association is granted full right and authority

to execute, in favor of any insurer, a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

F. Insurer

All persons beneficially interested in the insurance coverage obtained, purchased and maintained by the Association shall be bound by the Association's selection of its insurer(s) and the amount of insurance coverage carried and kept in force by the Association.

G. Application of Insurance Proceeds

The proceeds of casualty insurance paid to the Association shall be applied and paid as follows:

1. Common Elements Only.

The proceeds paid to the Association for loss of or damage to real property or improvements constituting Common Elements only shall be applied to the repair, replacement or reconstruction of such loss or damage. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements, the excess shall be paid by the Association to the owners of all Units, and their respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interest appurtenant to each Unit in the Common Elements. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such Common Elements, the Association shall pay the difference between the cost of repairing, replacing or reconstructing such loss or damage to the Common Elements and the amount of the proceeds from any Association Reserve Fund which may have been established. If no such Association Reserve Fund has been established, or if any such Association Reserve Fund has been established and is insufficient to pay said difference, the Association shall assess the amount of the difference against, and collect it from, all Unit Owners, as a Common Expense.

2. Units.

The proceeds paid to the Association for loss of or damage to a building, constituting Common Elements and one or more Units thereof only, shall be first applied to the repair, replacement or reconstruction of Common Elements, then to the repair, replacement or reconstruction of any Unit or Units in such building which have been destroyed or damaged. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements and Units, the excess shall be paid by the Association to the owners of the damaged or destroyed Units and their respective mortgagees, as their interests may appear, in equal amounts. If the insurance proceeds shall be sufficient to pay for the repair, replacement or reconstruction of the Common Elements but shall be insufficient to pay the cost of the repair, replacement or reconstruction of the damaged or destroyed Unit or Units in such building, the Association shall assess the amount of the difference against, and collect the same from, the owner(s) of the Unit(s) damaged or destroyed, in the proportion that the amount of damage sustained to each such Unit bears to the total deficit, and apply such sum toward the total cost of repairing, replacing or reconstructing all of such damaged or destroyed Common Elements and Units. If the insurance proceeds shall be insufficient to pay the cost of the repairs, replacements, or reconstruction of the Common Elements, the difference between the total cost of repairing, replacing or reconstructing the Common Elements and the amount of the insurance proceeds shall be assessed by the Association against, and collected from, all Unit Owners, as a Common Expense, and in

such event, the cost of repairing, replacing or reconstructing the Unit or Units destroyed or damaged shall be assessed by the Association against, and collected from, the owner(s) of such damaged or destroyed Units. If and when insurance proceeds are paid to the Association for any casualty loss, the holder(s) of any mortgage or mortgage encumbering a Unit shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of indebtedness secured by such mortgage(s), unless the insurance proceeds represent a distribution to the owner(s) of the Unit and the mortgage(s) thereof, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the owner(s) of the Unit, and the mortgage(s) thereof by reason of loss of or damage to personal property constituting a part of the Common Elements and as to which a determination is made not to repair, replace or restore such personal property.

XIV. RECONSTRUCTION OR REPAIR AFTER CASUALTY

Whether, and the manner in which, any or all of the Condominium Property which shall be damaged or destroyed by casualty shall be repaired, reconstructed or replaced shall be determined as follows:

A. Residential Buildings

If one or more of the Residential Buildings shall be damaged or destroyed, repair or reconstruction thereof, or termination of the Condominium, shall be in accordance with the following:

1. Total Destruction of the Residential Buildings.

If all the Residential Buildings of the Condominium are totally destroyed or are so damaged that no Unit therein is habitable, neither the Buildings nor any of the improvements comprising Common Elements shall be reconstructed, and the Condominium shall be terminated unless seventy-five percent (75%) of the owners of Units agree in writing, within sixty (60) days after the date of such destruction, to reconstruct the same and/or unless any policy or policies of casualty insurance covering the same shall require reconstruction thereof as a condition precedent to the payment of proceeds thereunder, and in either case as long as the then applicable zoning and other regulatory laws and ordinances shall allow the same to be reconstructed.

2. Damage to the Buildings.

If one or more but less than all of the Residential Buildings are wholly or partially damaged and a majority of the Units in any building remains habitable, the damaged or destroyed Common Elements and/or Units shall be repaired or reconstructed so that the building and/or Unit(s) shall be restored to substantially the same condition as existed prior to such damage or destruction, unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere herein provided that the Condominium shall be terminated.

B. Common Elements

Damaged or destroyed improvements constituting part of the Common Elements, other than Recreation Land and Sewer Plant Site, shall be repaired, reconstructed and/or replaced unless, in the event of total destruction of the Units, or, by agreement after partial destruction, the Condominium shall be terminated.

C. Damaged or Destroyed Improvements Upon Recreation Land or Sewer Plant Site

Damaged or destroyed improvements of and upon the Recreation Land owned by the Association shall be repaired, reconstructed and/or replaced unless this condominium and all other condominium(s) and any homeowner association located within the Possible Future Development Area having an ownership interest in such facilities shall be terminated.

D. Plans and Specifications

Repair or reconstruction of Condominium Property shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed, provided that the Board of Directors of the Association may authorize reasonable variations from the original plans and specifications as may appear to them to be necessary or desirable.

E. Responsibility

If the damage or destruction shall be limited only to one or more Units for which the responsibility of maintenance, repair and replacement is that of the affected Unit Owners, then such Unit Owners shall be responsible for carrying out the repair or reconstruction thereof. In all other instances of damage or destruction, the Association shall be responsible for carrying out the repair and reconstruction thereof.

F. Construction Funds

All funds for the payment of repair and reconstruction costs, consisting of insurance proceeds and/or funds collected by the Association from Unit Owners, shall be disbursed toward payment of such costs in the following manner:

1. Unit Owner

The portion of insurance proceeds representing damage for which the responsibility of repair and reconstruction is upon one or more, but less than all Unit Owners, shall be paid by the Association to the affected Unit Owners and, if any of such Units are mortgaged, to the Unit Owners and their mortgagees jointly.

2. Association - Lesser Damage

If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Five Thousand and No/100 Dollars (\$5,000.00), then the Construction fund shall be disbursed in payment of such costs upon the order of the Association.

3. Association - Major Damage

If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Five Thousand and No/100 Dollars (\$5,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect registered to practice in Florida and insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere herein stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessment paid by such owner into the construction fund shall not be made payable to any mortgagee.

XV. USE RESTRICTIONS

Use of the Condominium Property shall be in accordance with and subject to the following provisions so long as the Condominium exists:

A. Units

Each of the Units shall be occupied only by a single family, its servants and guests or lessees, as a residence and for no other purposes. Except as the right to divide and subdivide is reserved to Developer, no Unit may be divided or subdivided into a smaller Unit, nor any portion thereof sold or otherwise transferred.

B. Common Elements

The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

C. Nuisances

No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor shall any fire hazards be allowed to exist. No use shall be made of any Unit or of the Common Elements or Limited Common Elements which will increase the rate of insurance upon the Condominium Property.

D. Lawful Use

No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium Property shall be the same as is elsewhere herein specified.

E. Leasing

Entire Units, but not less than entire Units, may be leased; provided occupancy is only by the tenant and his family, servants and guests.

F. Regulations

Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board; provided, however, that all such regulations and amendments thereto may be changed or revoked by two-thirds of the Unit Owners, who are present at any meeting at which a quorum exists, and with respect to the Recreation Land, by two-thirds of all members of the Association who are present at a full Association meeting at which a quorum exists.

G. Rights of the Developer

1. Until Developer has completed and sold all of the Units, neither the Unit Owners nor the Association nor the use of the Condominium Property shall interfere with the completion of the proposed improvements and the sale of the Units. Developer may make such use of the unsold Units and common area as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the land, and the display

of signs, use of the Recreation Land in the promoting of sale or rental of additional dwelling units in the Possible Future Development Area provided such rights shall not be exercised in an unreasonable manner not consistent with the right of Unit Owners; and further provided, that Developer retains the right, so long as it holds fee simple title to any Unit in the Condominium, to establish a plan for leasing any Unit or Units in the Condominium, whether such Unit or Units be owned by it or not, and thereafter to administer such plan for voluntarily participating Unit Owners on such terms as Developer may provide.

2. The Developer reserves for itself, its nominees, heirs, successors and assigns, an easement over and across the boundaries of the Condominium Property as may be reasonably necessary in connection with the construction of improvements within the Possible Future Development Area, including, but not limited to, the use of necessary and usual equipment in connection with such construction activity, the usual and common base level created by such construction activity and together with all other common and usual activities associated with such construction activity, and specifically including the right to attach, connect, and tie into the south wall of Building 5 for the purpose of adding condominium units in the area immediately south of this Condominium in the Possible Future Development Area, and pursuant to the terms of the Easements and Shared Maintenance Agreement attached hereto as Exhibit I.

3. Neither the Association, any other association or owner of any dwelling unit having use rights in the Recreation Land shall be excused from payment of its proportionate share of such costs and expenses of the Recreation Land by reason of the fact that one or more of the owners or occupants of a Unit or of dwelling units entitled to use of the Recreation Land shall elect not to make use thereof, or by virtue of the fact that one or more of the owners or occupants of a Unit or dwelling units otherwise entitled to the use of the Recreation Land shall be barred therefrom or prohibited use thereof by virtue of violations of the rules and regulations applicable to the use thereof.

4. Notwithstanding anything contained in this Declaration of Condominium to the contrary, so long as the Developer shall own any portion of the Possible Future Development Area, no rules and regulations relevant to the use of the Recreation Land shall be adopted without the prior written consent of the Developer. In addition, so long as the Developer owns any portion of the Possible Future Development Area, no permanent improvements other than as set forth in the site plan of the Recreation Land attached hereto as Exhibit C shall be constructed upon the Recreation Land nor shall any substantial repair or reconstruction be performed upon the Recreation Land without the prior written consent of Developer.

5. The Developer reserves for itself as the owner of the land constituting the Possible Future Development Area and for future owners and occupants of dwelling units located within the Possible Future Development Area, a non-exclusive easement for pedestrian traffic over, through and across sidewalks, paths, walks and over the Recreation Land as may be from time to time intended and designated for such purpose and use.

6. Pursuant to the provisions of the Condominium Act, Developer shall be excused from payment of assessments attributable to Units owned by the Developer until the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first Unit occurs. However, Developer must pay the portion of common expenses incurred during that period which exceed the amount assessed against other Unit owners.

XVI. MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents and

protect the value of Units, the transfer of title to or possession of Units by any owner other than Developer shall be subject to the following provisions so long as the Condominium exists, which provisions each owner covenants to observe:

A. Transfers Subject to Approval

1. Sale.

No Unit Owner may dispose of a Unit or any interest therein by sale without approval of the Association except to another Unit Owner.

2. Gift.

If any Unit Owner proposes to transfer his title by gift, the proposed transfer shall be subject to the approval of the Association; provided however, the transfer of a Unit Owner's title or any interest therein by gift or devise to a member of such Unit Owner's immediate family shall not require the approval of the Association.

3. Other Transfers.

If any Unit Owner proposes to transfer his title in any manner not heretofore considered in the foregoing subsections, the proposed transfer shall be subject to the approval of the Association; provided, however, that any lease of a Unit shall not be subject to approval by Association.

B. Approval by Association

1. Notice to Association.

(a) Sale.

A Unit Owner intending to make a bona fide sale of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice, at the Unit Owner's option, may include a demand by the Unit Owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(b) Gift; Other Transfers.

A Unit Owner who proposes to transfer his title by gift or in any other manner not heretofore considered or permitted hereunder, shall give to the Association notice of the proposed transfer of his title, together with such information concerning the transferee as the Association may reasonably require, and a copy of all instruments to be used in transferring title.

(c) Failure to Give Notice.

If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association

shall proceed as if it had received the required notice on the date of such disapproval.

2. Certificate of Approval.

(a) Sale.

If the proposed transaction is a sale, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of the Association and shall be delivered to the purchaser.

(b) Gift; Other Transfers.

If the Unit Owner giving notice proposes to transfer his title by gift or in any other manner, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transfer of title to the Unit. If approved, the approval shall be stated in a certificate executed by the proper officers of the Association and shall be delivered to the Unit Owner.

(c) If the Association does not approve or disapprove such sale, gift or other transfer, an writing delivered to the purchaser or Unit Owner within twenty (20) days after receipt of Notice of such sale, gift or other transfer, the transaction shall be deemed approved by the Association.

3. Approval of Corporate Owner or Purchaser.

Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy a Unit for such use, if the Unit Owner or purchaser of a Unit is a corporation, the approval of ownership by the corporation shall be conditionally by requiring that the primary occupant of the Unit be also approved by the Association. The approval of ownership by a partnership or joint venture or a Trustee or other holder of legal title for a beneficial owner who is to be the primary occupant of a Unit shall also be conditioned upon approval of the primary occupant by the Association.

C. Disapproval by Association

If the Association shall disapprove a transfer or ownership of a Unit, the matter shall be disposed of in the following manner:

1. Sale.

If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, then, within twenty (20) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the Unit Owner an agreement to purchase by the Association, or a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit, upon the following terms:

(a) The price to be paid by the purchaser, to be identified in the agreement, shall be that stated in the disapproved contract to sell.

(b) The purchase price shall be paid in full in cash or shall include assumption of any existing mortgage financing plus cash.

(c) The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase or at the time specified in the disapproved contract, whichever is later.

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

2. Gifts; Other Transfers.

If the Unit Owner giving notice proposes to transfer his title by gift or in any other manner, then, within twenty (20) days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the Unit Owner written notice of the terms and conditions upon which the transfer must be made, including without limitation, the requirements of the Association regarding occupancy of the Unit and by whom the votes in the Association affairs may be cast.

D. Lease

Notwithstanding anything contained in this Article to the contrary no approval of the Association shall be required in connection with the lease or rental of any Unit; provided that such lease or rental agreement shall provide for use by the lessee and family, servants and guests only.

E. Exceptions

The foregoing provisions of this Article shall not apply to a transfer or purchase by a mortgagee which acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagee or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer or sale by which said mortgagee so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

F. Unauthorized Transactions

Any sale, or gift or other transfer not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

G. Notice of Lien or Suit

1. Notice of Lien.

A Unit Owner shall give notice to the Association of every lien upon his Unit other than for permitted mortgages, taxes and special assessments within five days after the attaching of the lien.

2. Notice of Suit.

A Unit Owner shall give notice to the Association of every suit or other proceeding which may affect the title to his Unit; such notice to be given within five (5) days after the Unit Owner receives knowledge thereof.

3. Failure to Comply.

Failure to comply with this Article XVI will not affect the validity of any judicial sale.

XVII. COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, the Articles of Incorporation and Bylaws of the Association, and any and all regulations adopted pursuant thereto, as they may be amended from time to time. Failure of the Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act:

A. Negligence

A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, licensees or other invitees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements or Limited Common Elements.

B. Costs and Attorney's Fees

In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, the Articles of Incorporation and Bylaws of the Association, and any and all regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

C. No Waiver of Rights

The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation and Bylaws of the Association, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

XVIII. ASSESSMENTS; LIABILITY, LITIGATION AND ENFORCEMENT

To provide the funds necessary for proper operation and management of the Condominium, the Association has been granted the right to make, levy and collect assessments against the owners of all Units. The following provisions shall govern the making, levying and collecting of such assessments and the payment of the costs and expenses of operating and managing the Condominium by the Association and for operating and managing the property owned by the Association.

A. Determination of Assessments

Each Unit Owner shall pay to the Association his/her share of the total assessments deemed necessary by the Board of Directors for the operation of the Condominium Property.

B. Time for Payment

The assessment levied against the owner of each Unit and his Unit shall be payable not less often than quarterly as shall from time to time be fixed by the Board as permitted by the Condominium Act.

C. Annual Budget

Subject to the requirements of the Condominium Act, the Board

shall establish an Annual Budget in advance for each fiscal year which shall estimate all expenses for the forthcoming fiscal year required for the proper operation, management and maintenance of the Condominium, including, when deemed necessary or advisable by the Board, a reasonable allowance for contingencies and reserves and shall estimate all income to be collected during the year. Upon adoption of each annual budget by the Board, copies thereof shall be delivered to each Unit Owner, and the assessment for the year shall be based upon such budget. Failure to deliver a copy of the budget to a Unit Owner shall, however, not affect the liability of such owner for such assessment. Should the Board at any time and from time to time determine, in the sole discretion of the Board, that the 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 shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

D. Reserve Fund

The Board, in establishing each Annual Budget, shall include therein a sum to be collected and maintained as a reserve fund for the capital expenditures, deferred maintenance and replacement of Common Elements and personal property held for the joint use and benefit of the owners of all Units. These reserve accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item; provided however, that no such reserve shall be included within the annual budget if the Unit Owner owns not less than fifty-one percent (51%) of the Units, at a duly called meeting of the Association, determine to provide no fiscal reserves or a lesser amount of fiscal reserves than as provided herein for any fiscal year.

E. Recreation Land Budget

The annual budget relevant to the Recreation Land and Sewer Plant Site shall be established by the Board. Assessments therefor shall be payable at the same time as the regular condominium assessments. Each Member of the Association shall pay an equal portion of these expenses as defined in Article VII hereof.

F. Use of Association Funds

All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this declaration, the Articles, and bylaws. The monies paid to the Association for annual assessments by any Unit Owner may be commingled with monies paid to the Association by the other owners of Units in Sunrisehouse I or other condominiums in the Parsippany Future Development Area; provided, however, that the Association shall establish separate budgets for each condominium and for the Recreation Land and Sewer Plant Site and separately account therefor. Although all funds and other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of Common Elements, including, without limitation, Common Surplus, shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Unit.

G. Delinquency or Default

The payment of any assessment or installment thereof due to

the Association shall be in default if not paid to the Association on or before the due date thereof. When in default, the delinquent assessments or installments thereof shall bear interest at the rate of eighteen percent (18%) annum until the same, and all interest due thereon, has been paid in full.

H. Personal Liability of Unit Owner

The owner(s) of each Unit shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, regular or special, interest on such delinquent assessments or installments thereof as above provided, and for all cost of collecting the assessments and interest thereon, including reasonable attorney's fees, whether suit be brought or not, levied or otherwise coming due while such person(s) or entity own(s) a Unit.

I. Liability Not Subject to Waiver

No owner of a Unit may exempt himself from liability for any assessment levied against such owner and his Unit by waiver of the use or enjoyment of any of the Common Elements or the Recreation Land, or by abandonment of the Unit, or in any other manner.

J. Lien for Assessment

The Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in Common Elements or Limited Common Elements which lien shall and does secure the monies due for all: (1) assessments levied against the owner(s) of and each Unit, and (2) interest, if any, which may become due on delinquent assessments owing to the Association, and (3) costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing its lien upon the Unit and its appurtenances. The lien granted to the Association may be established and foreclosed in the Circuit Court in and for St. Johns County, Florida, and in any suit for the foreclosure of said lien, the Association shall be entitled to rental from the owner of any Unit from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a Receiver for said Unit. The rental required to be paid shall be equal to the rental charged on comparable types of units in St. Johns County, Florida. The lien of the Association shall also secure all advances for taxes, and payments or account of superior mortgages, liens or encumbrances made by the Association to preserve and protect its lien, together with interest at the rate of eighteen percent (18%) per annum on all such advances made for such purposes.

K. Recording and Priority of Lien

The claim of lien of the Association shall be effective from and after recording, in the Public Records of St. Johns County, Florida, a claim of lien stating the description of the Unit encumbered thereby, the name of the record owner, the amount and the date when due, and shall continue in effect until all sums secured thereby shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and other encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The lien of the Association shall be subordinated to the lien of Association's claim of lien.

L. Effect of Foreclosure or Judicial Sale

In the event that any person, firm, partnership or corporation

shall acquire title to any Unit and its appurtenant undivided interest in Common Elements by virtue of any foreclosure, deed in lieu of foreclosure, or judicial sale, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for the Unit and its appurtenant undivided interest in Common Elements subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title. In the event of the acquisition of title to a Unit by foreclosure, deed in lieu of foreclosure, or judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all Units as a part of the Common Expense, although nothing herein contained shall be construed as releasing the party personally liable for such delinquent assessment from the payment thereof or the enforcement of collections of such payment by means other than foreclosure.

M. Effect of Voluntary Transfer

When the owner of any Unit proposes to lease, sell or mortgage the same in compliance with other provisions of this Declaration, the Association, upon written request of the owner of such Unit, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the owner of such Unit. Such statement shall be executed by any officer of the Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

In the event that a Unit is to be leased, sold or mortgaged at the time when payment of any assessment against the owner of the Unit and Unit due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association) then the rent, proceeds of such sale or mortgage proceeds, as the case may be, shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessment or installment thereof due to the Association before payment of the balance of such rent, proceeds of sale or mortgage to the owner of the Unit responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceedings by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

N. Commencement of Assessments

The date of commencement of the assessments against each Unit, as described in this Article, shall be established by the Board of Directors of the Association.

MIX. REGISTRY OF OWNERS AND MORTGAGEES

The Association shall at all times maintain a Register of the names of the owners and mortgagees of all Units. Upon the transfer

of title to any Unit, the transferee shall notify the Association in writing of his interest in such Unit together with recording information identifying the instrument by which such transferee acquired his interest in the Unit. The owner of each Unit encumbered by a mortgage shall notify the Association of the name and address of the mortgagee, the amount of such mortgage, or mortgages, and the recording information identifying the same. The holder of any mortgage encumbering a Unit may notify the Association of any such mortgage(s), and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

XX. ALTERATIONS OF AND IMPROVEMENTS TO UNITS AND COMMON ELEMENTS

Except as the right is herein reserved to Developer, neither a Unit Owner nor the Association shall make any alterations, improvements or additions to Units or Common Elements, except in compliance with the following:

A. Developer reserves the right to change the interior design and arrangement of, and to alter the boundaries between, Units owned by Developer, provided that no such change shall increase the number of Units without an amendment to this Declaration of Condominium by the Unit Owners, their mortgagees and the Association, as provided for elsewhere herein. Any such amendment to this Declaration which Developer is authorized to make to reflect the alteration of the boundaries of a Unit or Units owned by Developer may be executed and acknowledged by Developer and shall not require the consent or joinder of other Unit Owners and/or their mortgagees.

B. Unless the Unit Owner(s) shall first submit plans for such work to the Board, and the Board, by resolution unanimously adopted by the affirmative vote of all members thereof, shall approve and consent thereto, no alteration of or improvement or addition to a Unit, or to any Limited Common Element to which the owner has an exclusive right of use, shall be made, constructed, erected or installed which shall: (1) remove, in whole or in part, replace, reroute, or otherwise affect any column, bearing wall or partition, pipe, duct, wire or conduit, or obstruct any element herein provided for, or (2) remove or change the style, pattern, material, texture or outside color of any door, window, screen, fixture, equipment or appliance in or on an exterior Unit or building wall, or (3) cover, from the inside or outside, the glass or other transparent and/or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with a neutral color material, or (4) affix to or over any exterior door or window, or otherwise install on the exterior, of any Unit or building, any storm or hurricane shutter or awning or any protective or decorative panel, paneling, trim, enclosure, fixture, or appliance, or (5) otherwise change, modify or alter the exterior of any Unit or building so that it thereby differs in appearance from any other Units or buildings, of the same type. There shall be no material alterations or substantial improvements or additions to the Common Elements except in the following cases: subject to the foregoing restrictions against changing the exterior appearance of Units and/or buildings, the Association shall have the right to make or cause to be made alterations, improvements and/or additions to the Common Elements, except the acquisition of additional real property, which have been approved by two-thirds of the owners of Units and with respect to the Recreation Land, Power Plant Site or other property owned by the Association, approved by two-thirds of all of the Members of the Association, including any additional dwelling units located within the possible Future Development Area to which ownership or use rights in the Recreation Land,

Sewer Plant Site or other property owned by the Association are appurtenant. The cost of such alterations, improvements and/or additions shall be assessed against and collected from the owners of all Units as Common Expenses, or, in the case of improvements to the Recreation Land or Sewer Plant site, from all Members of the Association.

XX. Any litigation or other dispute arising out of this Article XX and if the Association shall be the prevailing party, it shall be entitled to reimbursement of its costs incurred in the litigation or dispute, including, without limitation, reasonable attorneys' fees.

XXI. TERMINATION

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

A. Destruction

In the event it is determined in the manner elsewhere herein provided that the improvements shall not be reconstructed because of total destruction or major damage, the Condominium plan of ownership will be thereby terminated without agreement.

B. Agreement

The Condominium may be terminated at any time by the approval in writing of all of the owners of the Condominium, and by all record owners of mortgages upon Units therein owned by Institutional Lenders and other mortgagees approved by the Association. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of 75% of the owners of Units, and of the record owners of all mortgages upon Units in the Condominium are obtained not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the Units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

1. Exercise of Option.

The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the Units to be purchased of an agreement to purchase signed by the record owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating owner and shall agree to purchase all of the Units owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

2. Price.

The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

3. Payment.

The purchase price shall be paid in full in cash or shall

include assumption of any existing mortgage financing plus cash.

4. Closing.

The sale shall be closed within ten (10) days following the determination of the sale price.

C. Certificate

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

D. 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, and their respective mortgages and liens shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the Common Elements appurtenant to the owner's Units prior to the termination as set forth elsewhere herein.

E. Effect of Termination upon Recreation Land and Sewer Plant Site

Notwithstanding any provisions set forth in this Article XXI, or elsewhere in this Declaration, termination of the Condominium by the owners of Units therein, shall not effect, and Unit Owners shall have no right or privilege to effect, a partition of the undivided interest of each Unit Owner in the Condominium in and to the Recreation Land and Sewer Plant Site, unless Summerhouse I and all other condominium(s) located within the Possible Future Development Area and any homeowners association administering other dwelling units having use rights in the Recreation Land and Sewer Plant Site shall be terminated. In the event that the Condominium, all other condominium(s) and homeowners associations are terminated, then the Recreation Land, Sewer Plant Site and the improvements, facilities, and equipment thereon shall be owned in common by all owners of (i) Units in the Condominium, (ii) dwelling units in Summerhouse I and any other condominium located in the Possible Future Development Area, and (iii) dwelling units administered by such homeowners associations located within the Possible Future Development Area in equal shares.

In the event of termination of one or more but less than all of such condominium(s) or homeowners associations, the owners of units in the terminated condominium or of dwelling units administered by the terminated condominium shall remain liable to any remaining members of the Association for their share of the maintenance and operation expense of the Recreation Land and Sewer Plant Site, and the improvements, facilities and equipment thereon equal to that share of such operation and maintenance expenses for which any such dwelling unit owner would have been liable pursuant to relevant Declaration of Condominium, Declaration of Covenants, Articles of Incorporation, or Bylaws of the association(s) administering such dwelling units, prior to their termination. So long as such dwelling unit owners of the terminated condominium or association desire to continue using the Recreation Land and Sewer Plant Site and the improvements, facilities and equipment thereon, they shall continue to abide by the applicable rules of any such remaining association(s).

F. Amendment

This Article XXI cannot be amended without consent of all Unit

Owners and of all owners of mortgages required to approve termination by agreement.

XXII. CONDEMNATION

A. General

Whenever all or any part of the ~~the~~ ^{condemned} ~~condemned~~ ^{condemned} Property shall be taken by any authority having the power of condemnation or eminent domain, each owner shall be entitled to notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited by law. The award made for such taking shall be payable to the Association. Unless otherwise provided by law at the time of such taking, any award made therefor shall be disbursed by the Association, as hereinafter provided in this Article XXII.

B. Units

If the taking includes one or more Units, or any part or parts thereof, whether or not there is included in the taking any part of the Common Elements, then the award shall be disbursed as provided by law. All related matters, including, without limitation, alteration of the percentages of undivided interest of the owners in the Common Elements, shall be handled pursuant to and in accordance with the consent of all owners (or such lesser number of owners as may then be prescribed by the Condominium Act for the purpose of altering the percentages of undivided interest of the owners in the Common Elements) expressed in a duly recorded amendment to this Declaration. In the event that such an amendment shall not be recorded within 90 days after such taking, then such taking shall be deemed to be and shall be treated as damage or destruction which shall not be repaired or reconstructed as provided elsewhere herein whereupon the development may be terminated in the manner herein prescribed.

C. Common Elements

If part of the Common Elements is acquired by eminent domain, the award shall be paid to the Association. The Association shall divide any portion of the award not used for any restriction or repair of the remaining Common Elements among the Unit owners in proportion to their respective Common Element interests before the taking, but the portion of the award attributable to the acquisition of a limited Common Element shall be equally divided among the owners of the Units to which that limited Common Element was allocated at the time of acquisition.

XXIII. RIGHTS OF DEVELOPER TO SELL OR LEASE UNITS

So long as Developer, or any mortgage succeeding developer in title, shall own any Unit, it shall have the absolute right to lease or sell any such Unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interests, and as to the sale of such unit, the right of first refusal and any right of redemption herein granted to the Association shall not be operative or effective in any manner.

XXIV. RIGHTS OF INSTITUTIONAL MEMBERS

Any mortgagee of a Condominium Parcel who makes a request in writing to the Association for the items provided in this section shall have the following rights:

A. To be furnished with at least one (1) copy of the annual financial statement and report of the Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such financial statement and report to be furnished within sixty (60) days following the end of each fiscal year.

B. To be given written notice by the Association of the call of a meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration of Condominium, or the Articles of Incorporation and Bylaws of Association, which notices shall state the nature of the amendment being proposed.

C. To be given notice of default by any member owning any Unit encumbered by a mortgage held by such mortgagee of the Unit Owner's obligations under this Declaration which is not cured within thirty (30) days, such notice to be given in writing and to be sent to the principal office of such mortgagee or to the place which it or they may designate in writing to the Association.

D. To be given an endorsement to the insurance policies covering the Common Elements requiring that such mortgagee be given any notice of cancellation provided for in such policy.

E. Regardless of any provision to the contrary contained in this Declaration, unless at least seventy-five percent (75%) of the Mortgagees (based upon one vote for each loan secured by a first mortgage of individual units in the Property) have given their prior written approval, the Association shall not be entitled to:

1. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon owned directly or indirectly by the Association. The granting of easements for public utilities or for other public purpose consistent with the intended use of the Property shall not be deemed a transfer within the meaning of this clause;

2. Change the method of determining the obligations, assessments, dues or other charges which may be assessed against any Units by the Association; or

3. By act or omission change, waive or abandon the regulations or enforcement thereof contained in this Declaration pertaining to the architectural design or the exterior appearance of Units.

F. Examine Books and Records

Mortgagees shall have the right to examine the books and records of the Association upon reasonable notice during ordinary working hours.

G. Taxes and Other Charges

In the event the Association fails to pay, when due, taxes assessed against the Common Elements or premiums of insurance covering the improvements on property owned by the Association then any one or more of the Mortgagees may pay such taxes or insurance premiums, and the Association shall be obligated to reimburse such Mortgagee or mortgagees for such payments, and until paid, the same shall constitute a lien upon the Common Elements in favor of the party or parties, entity or entities, paying same, which said lien may be enforced in a court of competent jurisdiction of the State of Florida in the same manner as a present lien may be enforced.

XXV. MISCELLANEOUS

A. Severability

The invalidity in whole or in part of any covenant or restriction, or any Article, sub-article, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, bylaws and regulations of the Association shall not affect the validity of the remaining portions thereof.

B. Applicability of Declaration of Condominium

All present or future owners, tenants, or any other person who

might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration, and the mere acquisition or rental of any Unit, or mere act of occupancy of any Unit, shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.

C. Construction

The provisions of this Declaration shall be literally construed to effectuate its purpose of creating a uniform plan of Condominium ownership. The Florida Condominium Act as amended to the date hereof is hereby adopted and made a part hereof. In the event of any conflict between the provisions of this Declaration and the Condominium Act, the provisions of the Condominium Act shall prevail.

D. Parties Bound

The restrictions and burdens imposed by this Declaration of Condominium are intended to and shall constitute covenants running with the Land, and shall constitute an equitable servitude upon each Unit and its appurtenant undivided interest in Common Elements and this Declaration shall be binding upon Developer, its successors and assigns, and upon all parties who may subsequently become owners of Units in the Condominium, and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Developer has caused the foregoing Declaration of Condominium to be executed, and its corporate seal to be affixed, by its duly authorized officer on the date set forth above.

Signed, sealed and delivered in the presence of:

[Handwritten signatures]

CRESCENT BEACH DEVELOPERS, LTD., by Crescent Beach Developers, Inc., its general partner

[Handwritten signature]
By _____
President
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing Declaration of Condominium was duly adopted before me this 11 day of April, 1981, by Charles Allen, as President of CRESCENT BEACH DEVELOPERS, INC., the general partner of Crescent Beach Developers, Ltd.

[Handwritten signature]
Notary Public, State of Florida at Large

My Commission expires: _____
(Notarial Seal)



CONSENT OF MORTGAGEE

Jacksonville National Bank, a national banking association ("Mortgagee"), the owner and holder of those certain mortgages upon that certain parcel of land in St. Johns County, Florida, more particularly described on Exhibit "A" attached to this Declaration of Condominium of Summerhouse II Beach and Racquet Club Condominium and made a part hereof, which said mortgages are recorded in Official Records Volume 495, page 613, and Official Records Volume 478, page 744, of the public records of St. Johns County, Florida, consents to the making of the Declaration of Condominium of Summerhouse II Beach & Racquet Club Condominium and the terms and provisions contained in said Declaration.

IN WITNESS WHEREOF, the Mortgagee has caused this instrument to be executed in its name by its officer thereunto duly authorized this 16th day of December, 1981.

Signed, sealed and delivered in the presence of:

[Handwritten signatures]

JACKSONVILLE NATIONAL BANK
By James E. Futnal
James E. Futnal,
Senior Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 16th day of December, 1981, by James E. Futnal, the Senior Vice President of Jacksonville National Bank, a national banking association, on behalf of said Mortgagee.

[Handwritten signature]
Notary Public, State of Florida

My Commission expires: 11/15/82

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SUMMER HOUSE II BEACH AND RACQUET CLUB CONDOMINIUM
A PART OF SECTION 13, TOWNSHIP 9 SOUTH, RANGE 30 EAST,
ST. JOHNS COUNTY, FLORIDA.

A part of Section 13, Township 9 South, Range 30 East, St. Johns County, Florida, more particularly described as follows: Commence at the Southeastern corner of Lot 30, as shown on the map of North Bahamas Shores, as recorded in Map Book A page 11 of the public records of said county; thence South 27°55'10" East, along the Northeastly right of way line of State Road 11A, (a 100 foot right of way as now established), 620.0 feet to the POINT OF BEGINNING, thence continue South 77°55'10" East, 500.0 feet; thence North 62°04'30" East, 200.0 feet; thence North 64°49'30" East, 110 feet, more or less to the Mean High Water Line of the Atlantic Ocean; thence Northwesterly along the Mean High Water Line of the Atlantic Ocean, 310 feet, more or less to an intersection with a line bearing North 27°55'10" East from a certain POINT OF BEGINNING, thence South 67°04'30" West, along said said line, 600 feet; more or less to the POINT OF BEGINNING, excepting therefrom, a portion of said Section 13, Township 9 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: Commence at the Southeastern corner of Lot 30 as shown on the map of North Bahamas Shores, as recorded in Map Book A page 11 of the public records of said county; thence South 77°55'10" East, along the Northeastly right of way line of State Road 11A, (a 100 foot right of way as now established), 620.0 feet to the POINT OF BEGINNING, thence continue North 62°04'30" East, 110.0 feet; thence South 67°04'30" West, 200.0 feet to the POINT OF BEGINNING, thence continue North 67°04'30" East, 110.0 feet; thence South 77°55'10" East, 100.0 feet; thence South 62°04'30" West, 150.0 feet to the POINT OF BEGINNING.

Containing 3.2 acres, more or less, subject to and together with a 30 foot easement for ingress, egress, drainage, utilities and sewers, over, under and across a portion of the above described land being 10 feet right of way, adjacent to and adjoining the following described tract: Commence at the Southeastern corner of Lot 30, as shown on the map of North Bahamas Shores, as recorded in Map Book A page 11 of the public records of said county; thence South 77°55'10" East, along the Northeastly right of way line of State Road 11A (a 100 foot right of way as now established), 620.0 feet to the POINT OF BEGINNING, thence North 62°04'30" East, 100.0 feet to the point of termination, said easement being bounded on the Southeastern right of way line of State Road 11A, having a bearing of South 77°55'10" East and passing through the POINT OF BEGINNING, bounded on the Western by a line bearing South 77°55'10" East, and passing through the point of termination.

SUMMER HOUSE II BEACH AND RACQUET CLUB CONDOMINIUM
PART OF SECTION 13, TOWNSHIP 3 SOUTH RANGE 30 EAST
ST. JOHNS COUNTY, FLORIDA

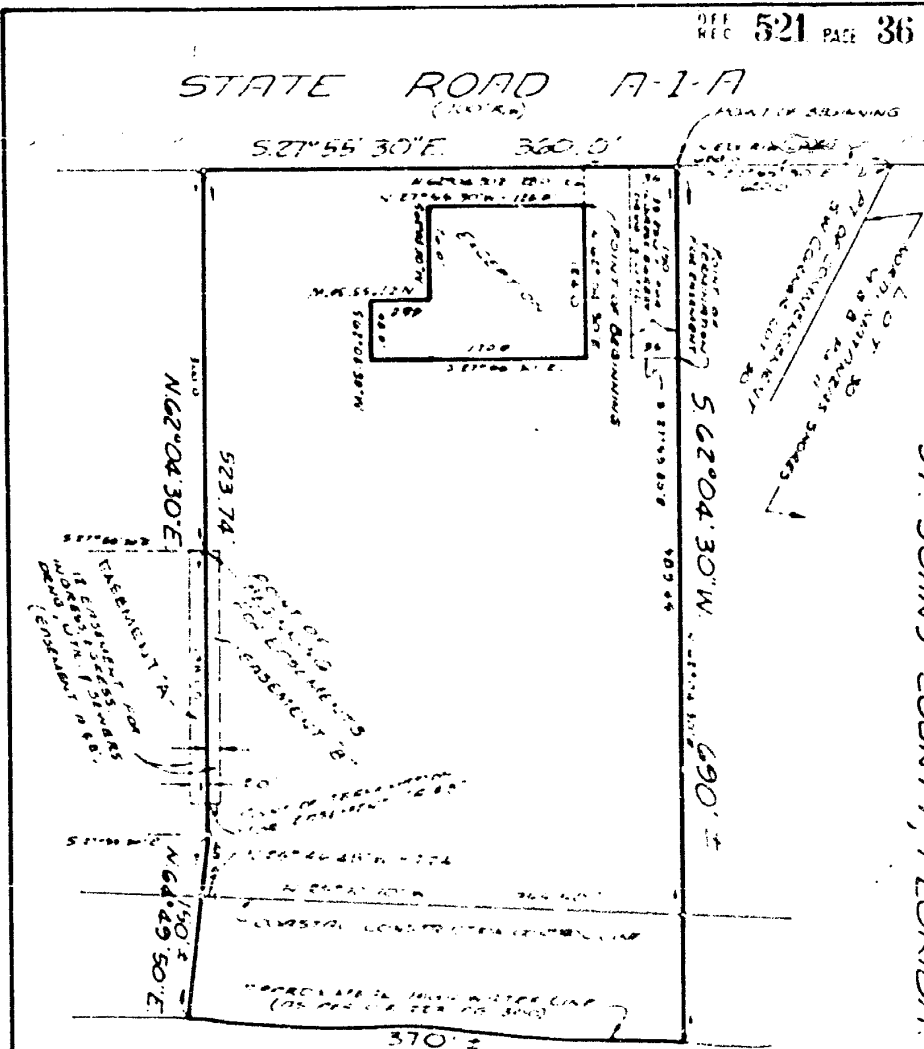
Subject to a 12 foot easement for ingress, egress, drainage, utilities and access for the use and benefit of Summerhouse Beach and Racquet Club Condominium Association, Inc. and the unit owners of Summerhouse II Beach and Racquet Club Condominium and all unit owners located in possible future development area and their respective parents, tenants and invitees, over, under and across a portion of Section 13, Township 3 South, Range 30 East, St. Johns County, Florida, being 12 feet left of and distant to and adjoining the following described land: Commence at the Southeast corner of Lot 30 as shown on the map of South Atlantic Shores as recorded in Map Book 8 page 12 of the public records of said county; thence South 27°42'30" East, along the Northwesterly right of way line of State Road 11A (A 100 foot right of way as now established), 562 feet; thence North 77°04'30" East, 310 feet to the POINT OF BEGINNING; thence continue North 27°42'30" East, 128.00 feet to the point of termination of said easement; said easement being bounded on the West by a line bearing North 27°42'30" East, and passing through the POINT OF BEGINNING, bounded on the East by a line bearing North 27°42'30" West and passing through the point of termination (Enclosure "A")

together with a 12 foot easement for ingress, egress, drainage, utilities and access, for the use and benefit of the Summerhouse Beach and Racquet Club Condominium Association, Inc. and the unit owners of possible future development area and all unit owners located in Summerhouse II Beach and Racquet Club Condominium and their respective parents, tenants and invitees, over, under and across a portion of Section 13, Township 3 South, Range 30 East, St. Johns County, Florida, being 12 feet right of and distant to and adjoining the following described land: Commence at the Southeast corner of Lot 30 as shown on the map of North Atlantic Shores as recorded in Map Book 8 page 12 of the public records of said county; thence South 27°42'30" East, along the Northwesterly right of way line of State Road 11A (A 100 foot right of way as now established), 540 feet; thence North 67°04'30" East, 310 feet to the POINT OF BEGINNING; thence continue North 27°42'30" East, 128.00 feet to the point of termination of said easement; said easement being bounded on the West by a line bearing South 27°42'30" East, and passing through the POINT OF BEGINNING, bounded on the East by a line bearing South 27°42'30" West, and passing through the point of termination (Enclosure "B")

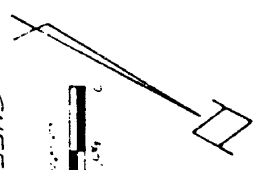
STATE ROAD A-1-A

SUMMERHOUSE II BENCH END RIICOULET CLUB CONDOMINIUM

A PART OF SECTION 13, TOWNSHIP 9 SOUTH, RANGE 30 FIRST, ST. JOHNS COUNTY, FLORIDA.



ATLANTIC OCEAN



THIS CONDOMINIUM PLAN IS THE RESULT OF AN ENGINEERING SURVEY AND IS SUBJECT TO ALL APPLICABLE SURVEYING AND CONSTRUCTION STANDARDS AND REGULATIONS. THE ENGINEER HAS NOT CONDUCTED VISUAL INSPECTIONS OF THE CONDOMINIUM UNITS OR COMMON AREAS AND IS NOT RESPONSIBLE FOR THE CONDITION OF THE SAME.

EXHIBIT B SHEET 1 OF 1

SUMMERHOUSE II BEECH AND RICQUET CLUB CONDOMINIUM
A PART OF SECTION 13, TOWNSHIP 9 SOUTH, RANGE 30 EAST,
ST. JOHNS COUNTY, FLORIDA.

GENERAL NOTES.

1. PL-4238 Denotes Limited Common Element Parking Area (the number shown on parking spaces are assigned as Limited Common Element).
2. (44238) Denotes Unit Number.
3. [Symbol] Denotes Limited Common Element.
4. P Denotes Unassigned Parking Space.
5. [Symbol] Denotes Walls which are common elements, not a part of the Unit.

LEGEND FOR UNIT TYPES:

- (SE) Standard Flat
- (LH) Luxury Flat (Larger than 1F-1)
- (LF-2) Luxury Flat-2 (Smaller than 1F)
- (LM) Luxury Multi-Level
- (SM) Standard Multi-Level

COMPOSITE EXHIBIT C

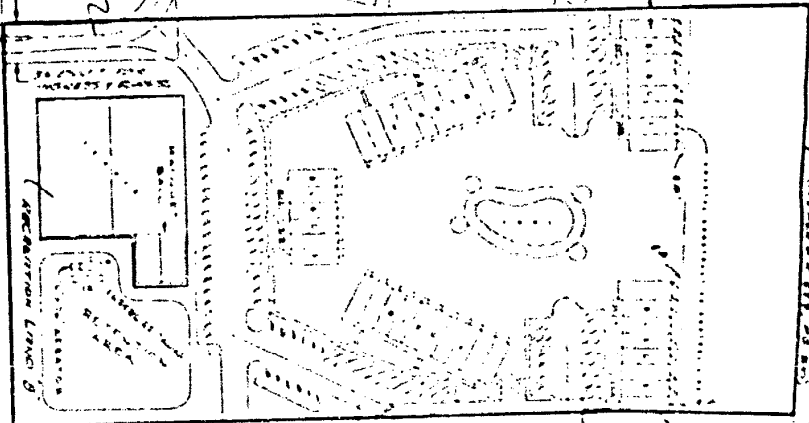
SHEET 1 OF 21

SUMMER HOUSE II BEACH AND
PROJECT CLUB CONDOMINIUM

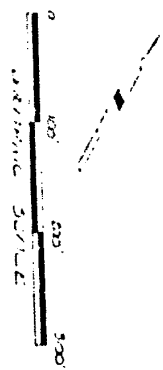
ACCESS TO HIGHWAY 2

ATLANTIC OCEAN
APPROXIMATE VEGETATION LINE

STATE ROAD A-114



SUMMER HOUSE II BEACH AND
PROJECT CLUB CONDOMINIUM
IN PART OF SECTION 13, TOWNSHIP 9 SOUTH,
RANGE 30 WEST, ST. JOHNS COUNTY, FLORIDA



NOTE:
Mobile units, refer to Exhibit "A",
Declaration of Condominium.

EXHIBIT C
2 OF 21
SHEETS

SWANERHOUSE II BIRCH END RACKET CLUB CONDOMINIUM

POINT OF SECTION IS TO USUALLY 2 SEAMING ROAD SOUTH, ST JOHN'S COUNTY, FLORIDA

NOTE: Double walls refer to Exhibit 'B' Declaration of Condominium.

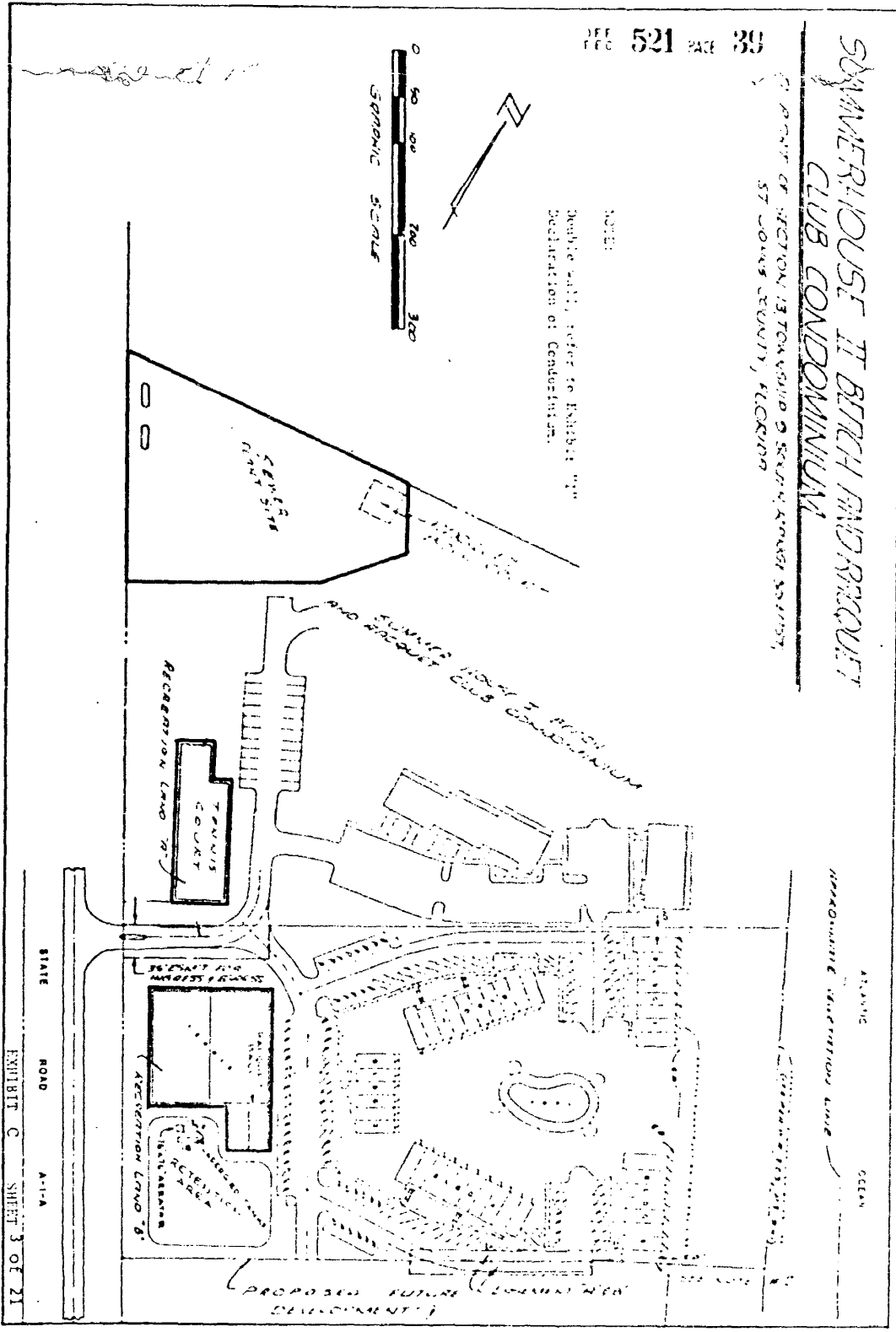
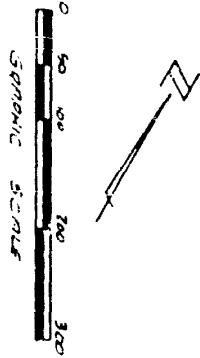
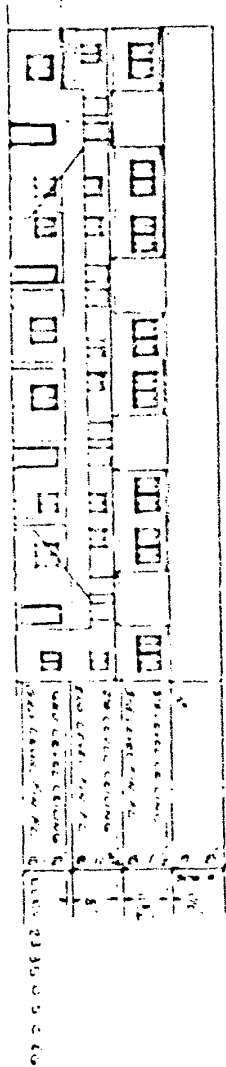


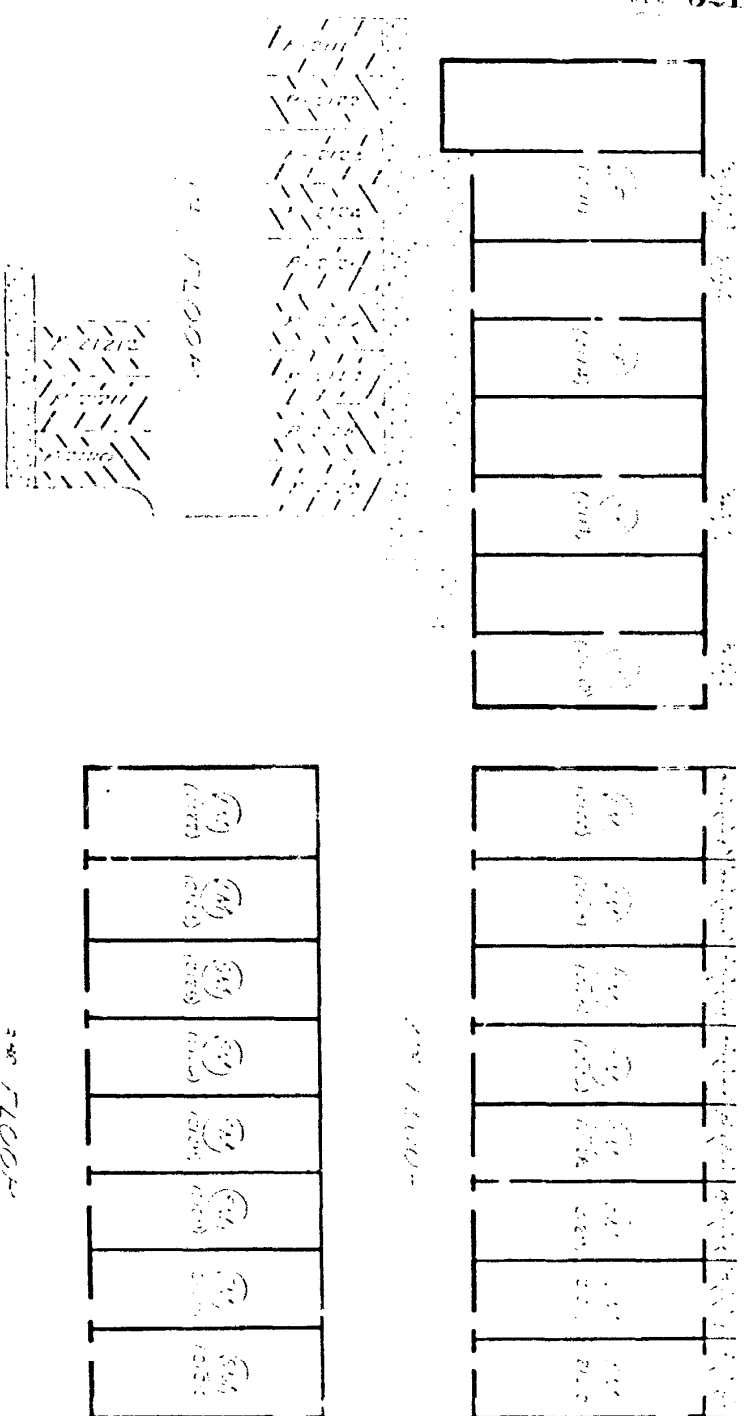
EXHIBIT C SHEET 3 OF 21

SUMMERHOUSE II BEACH AND RACQUET CLUB CONDOMINIUM
A PART OF SECTION 13, TOWNSHIP 9 SOUTH, RANGE 30 EAST,
ST. JOHNS COUNTY, FLORIDA.

BUILDING NO. 1



WAREHOUSE 1, BINGHAM STREET QUE, CALIFORNIA



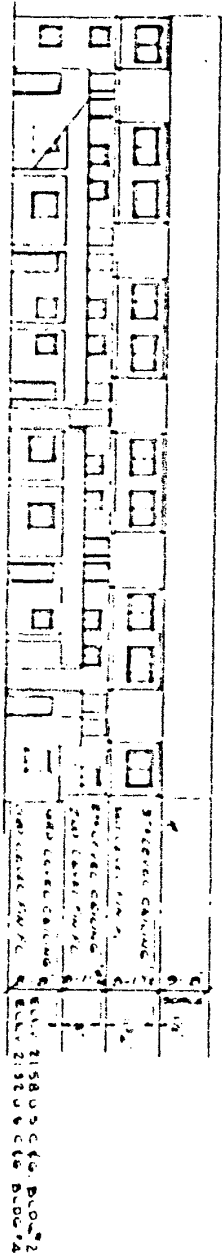
0 10' 20' 30' 40'
GRAPHIC SCALE

2ND FLOOR

SHEET 5 OF 21

79

SUMMERHOUSE T BIRCH AND RICQUELT CLUB CONDOMINIUM
A PART OF SECTION 8, TOWNSHIP 9 SOUTH, RANGE 30 EAST,
ST. JOHNS COUNTY, FLORIDA.



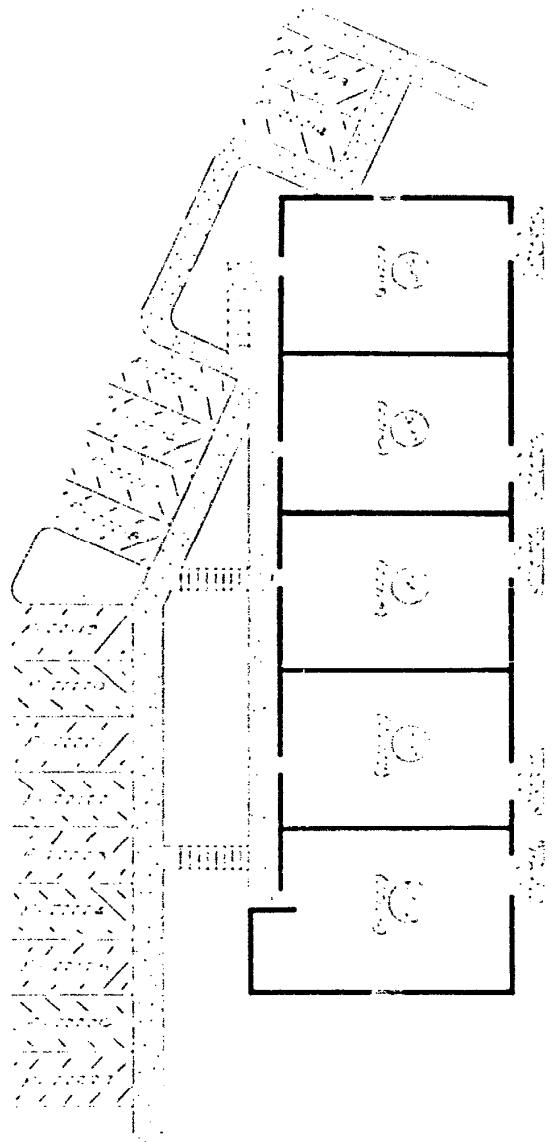
BUILDING NO. 2, 200
SECTION 8, TOWNSHIP 9 S., RANGE 30 E., ST. JOHNS COUNTY, FLORIDA.

PLAT C SHEET 6 OF 21

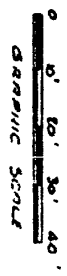
REC 521 48

WIMMER HOUSE, L. BIERCH AND PASCUALI CLUB CONDOMINIUM
1111 SOUTH BAYVIEW AVENUE, SUITE 100, BOCA RATON, FLORIDA 33432

BUILDING 10.2



1" FLOOR

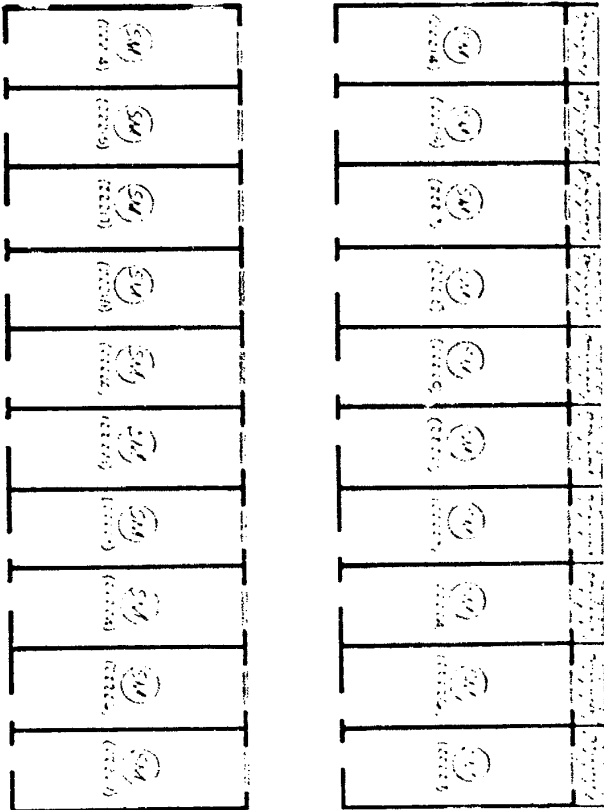


SHEET 7 OF 21

SUMMERHOUSE I BIRCH AND BIRCHLET CLUB CONDOMINIUM
A PART OF SECTION 13 TOWNSHIP 3 SOUTH RANGE 30 EAST,
ST. JOHNS COUNTY, FLORIDA

BUILDING 1A

2ND FLOOR



3" = 100'
GRAPHIC SCALE

SHEET 8 OF 21

OFF 521 PAGE 45

SUMMERHOUSE II BENCH AND RIQUET CLUB CONDOMINIUM
A PART OF SECTION 13, TOWNSHIP 9 SOUTH, RANGE 30 EAST,
ST. JOHNS COUNTY, FLORIDA.

BUILDING NO. 3

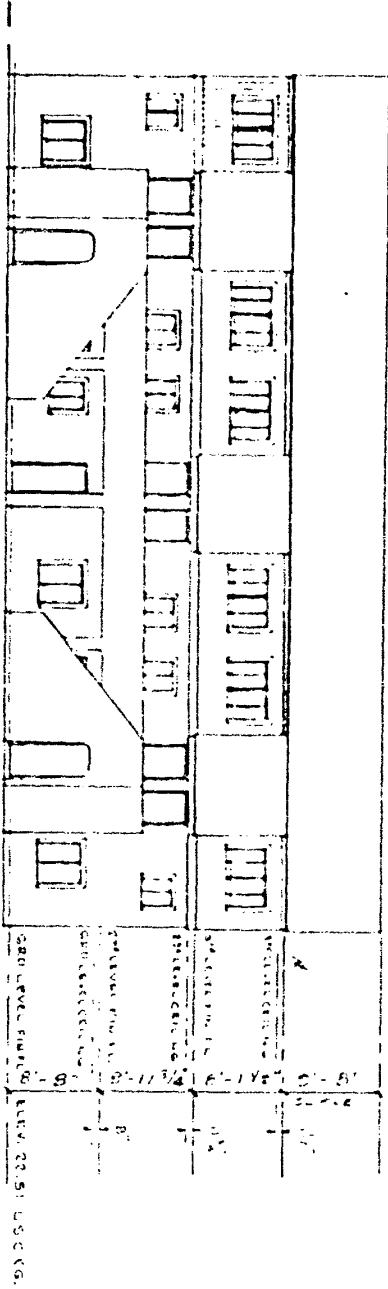
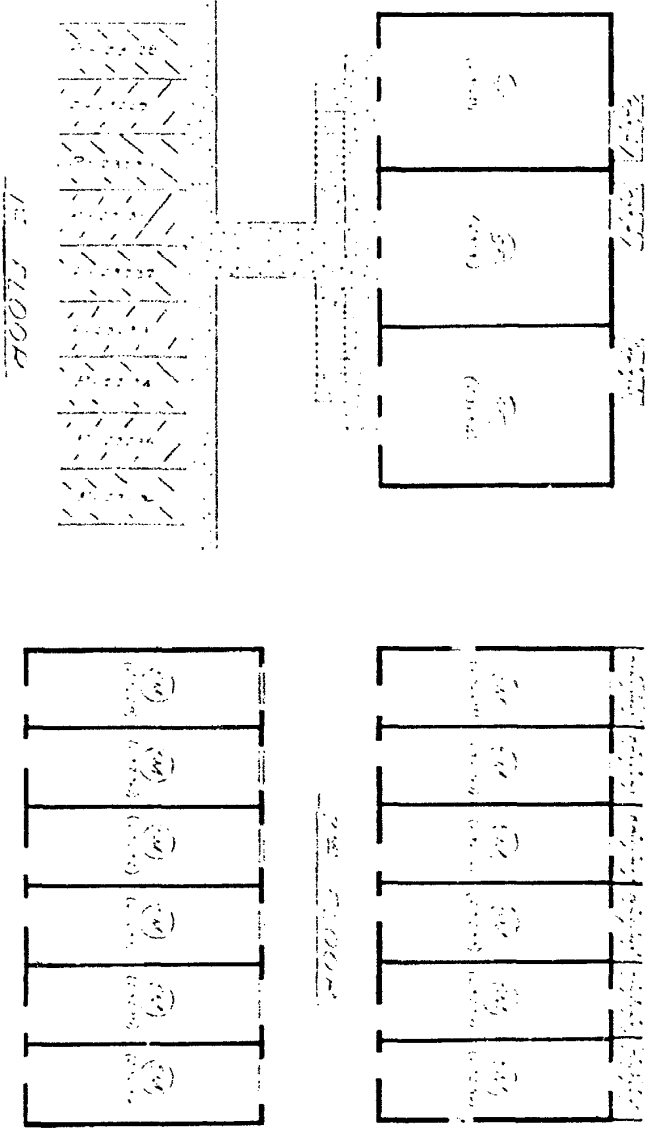


EXHIBIT C SHEET 9 OF 21

SUMMERHOUSE II BIRCH BLDG REQUEST CUB CONDOMINIUM
N PART OF SECTION 13 TOWNSHIP 2 SOUTH RANGE 10 WEST
ST. JOHNS COUNTY, FLORIDA

50112116.1B.2



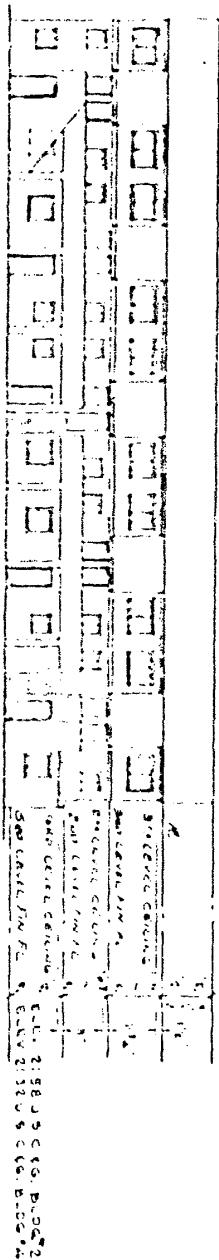
0 10' 20' 30' 40'
GRAPHIC SCALE

200' 51004'

SHEET 10 OF 21

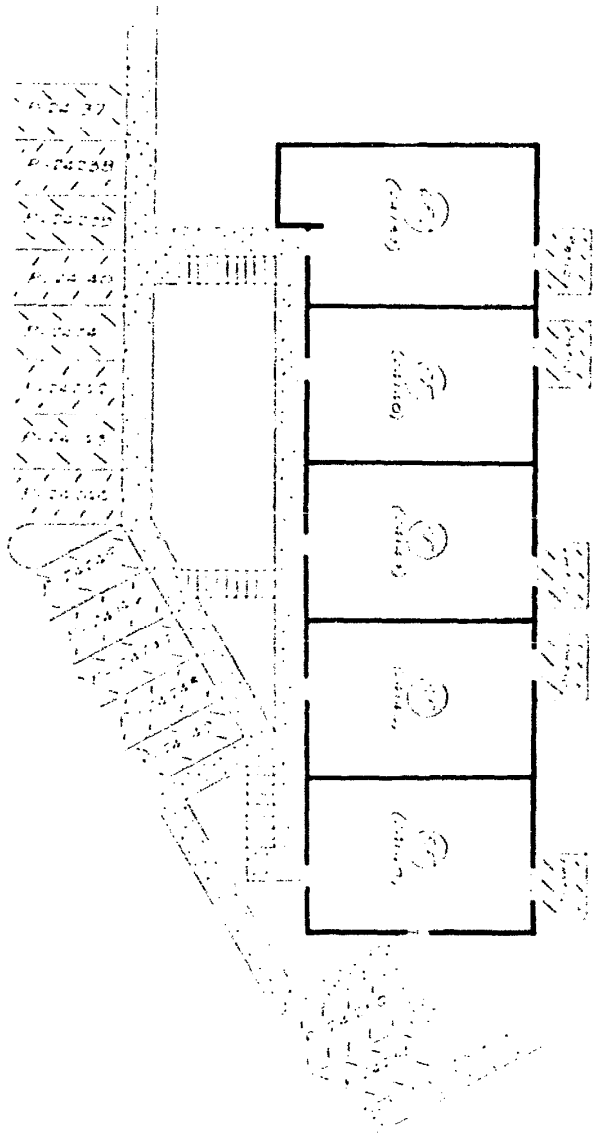
SUMMERHOUSE T BRICK AND RAQUOFT CLUB FOUNDATION
IN PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 30 WEST,
ST. JOHNS COUNTY, FLORIDA

BUILDINGS NO. 2 AND
ADJACENT LOTS

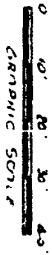


CLIMBER HOUSE II BRICK AND ROUGH CUT QUARTER CONDOMINIUM
TRACT 2 SECTION 13 TOWNSHIP 9 NORTH RANGE 30 WEST
ST. JOHNS COUNTY, FLORIDA.

BUILDING NO. 4



1ST FLOOR

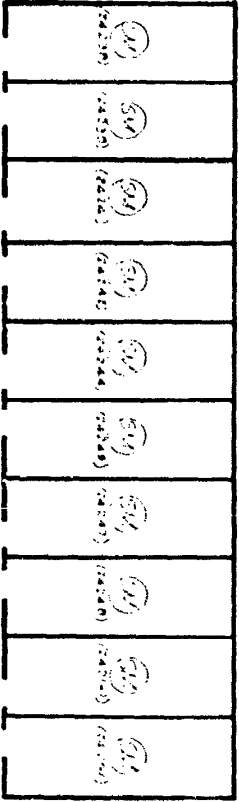
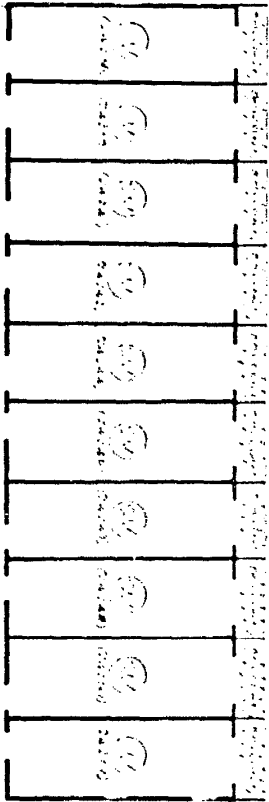


SHEET 12 OF 21

Handwritten notes, possibly a list of items or measurements, oriented vertically.

Handwritten text, possibly a title or section header.

Handwritten text, possibly a date or reference.

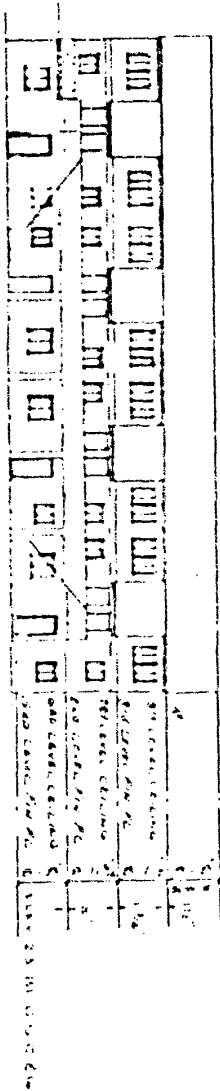


3RD FLOOR
GRAPHIC SCALE

SHEET 13 OF 21

SUMMERHOUSE II BERCH AND PIRROUET CLUB CONDOMINIUM
A PART OF SECTION 13, TOWNSHIP 9 SOUTH, RANGE 30 EAST,
ST. JOHNS COUNTY, FLORIDA.

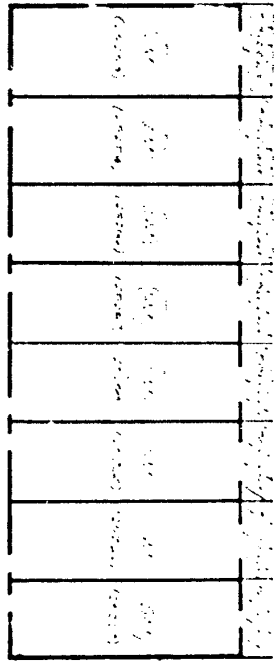
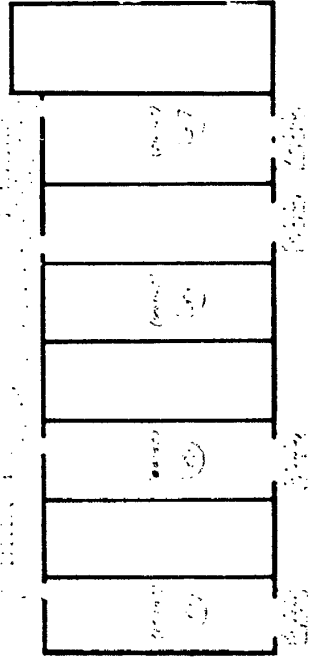
BUILDING NO. 5



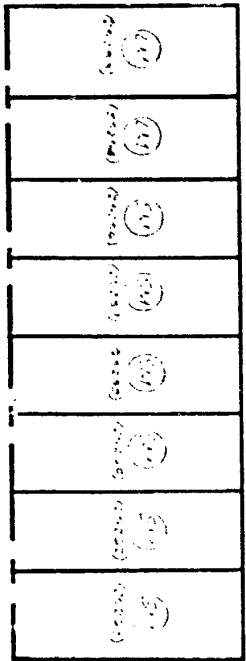
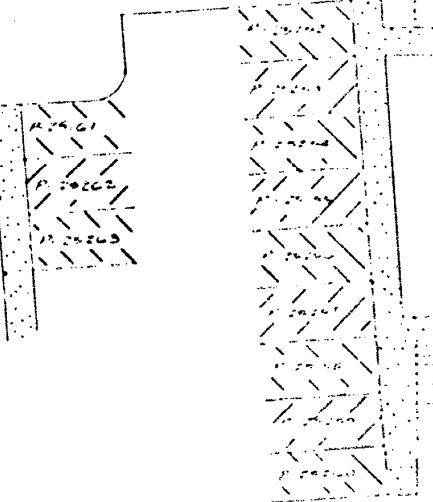
REF 521 REC 51

GENERAL NOTE: 1. PERMANENT RECORDS MUST BE MAINTAINED IN THE OFFICE OF THE COUNTY CLERK.

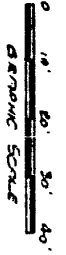
BUILDING NO. 5



NOTE:
1. Double units, refer to Exhibit "A" Section 1.0 of Condominium.



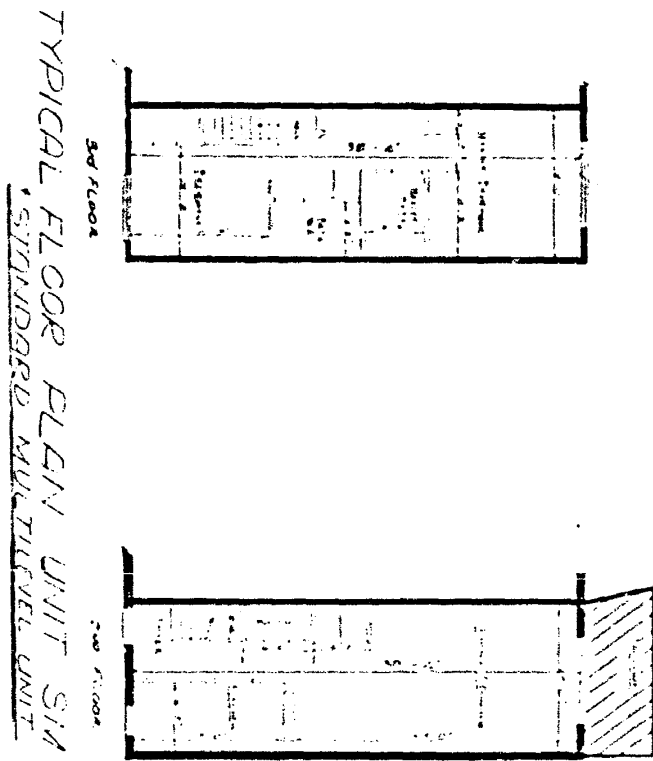
1st FLOOR



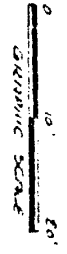
3rd FLOOR

SHEET 15 OF 21

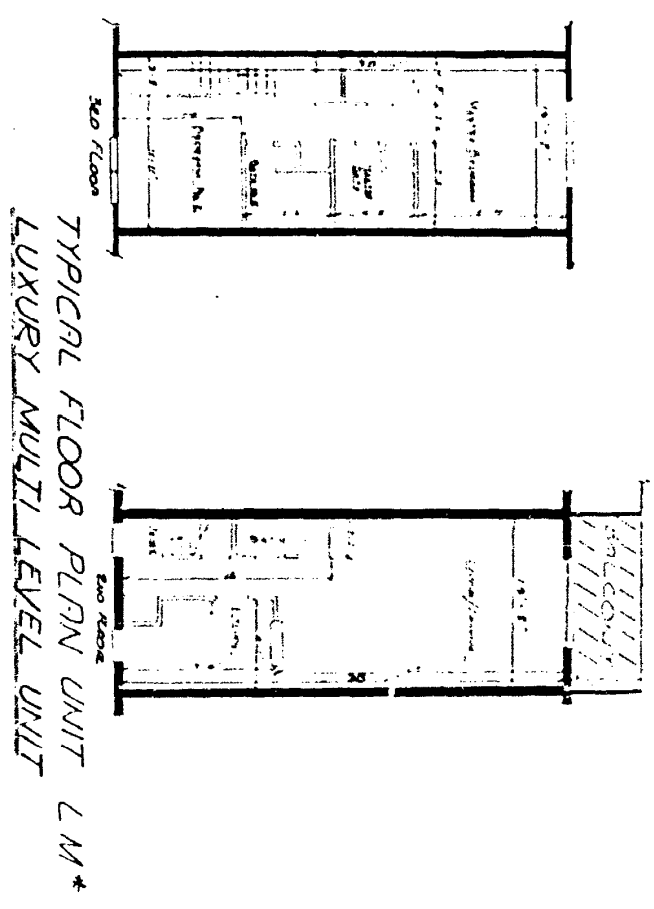
SUMMERHOUSE I BEACH AND RACQUET CLUB CONDOMINIUM
A PART OF SECTION 13 TOWNSHIP 9 SOUTH, RANGE 30 EAST,
ST. JOHNS COUNTY, FLORIDA.



TYPICAL FLOOR PLAN UNIT SIM.
STANDARD MULTIFAMILY UNIT

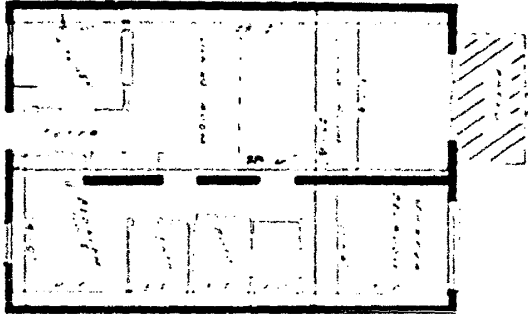


SUMMERHOUSE II BRIDGE AND BRACKET CLUB CONDOMINIUM
A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 30 WEST,
ST. JOHNS COUNTY, FLORIDA

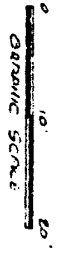


SHEET 17 OF 21

SILVERHOUSE I BEACH AND PRAQUET CLUB CONDOMINIUM
IN PART OF SECTION 13, TOWNSHIP 9, SOUTH, RANGE 30 EAST,
ST. JOHNS COUNTY, FLORIDA



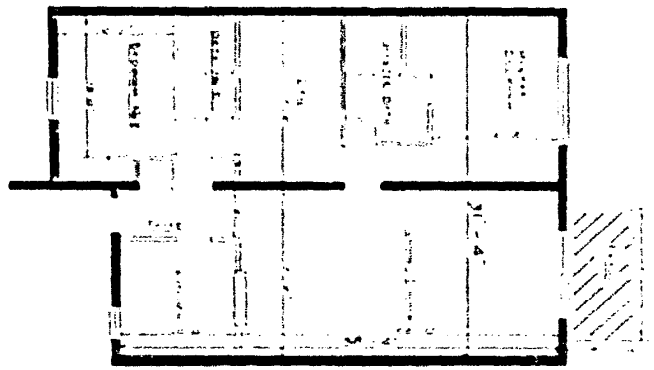
TYPICAL FLOOR PLAN UNIT SF.
STANDARD FLOOR



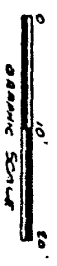
GRAPHIC SCALE

SHEET 18 OF 21

SUMMERHOUSE T BIRCH AND RACQUET CLUB CONDOMINIUM
11 PART OF SECTION 15, TOWNSHIP 9 SOUTH, RANGE 30 WEST,
57 JONES COUNTY, MISSOURI

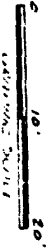
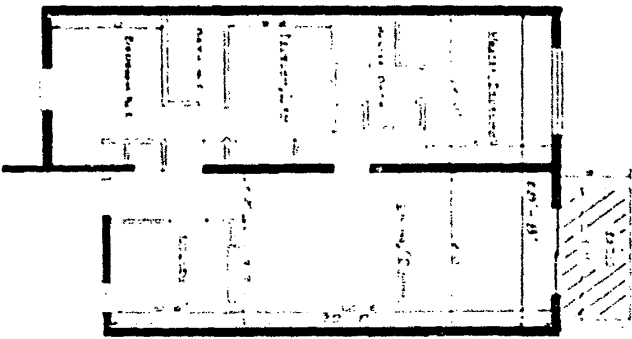


TYPICAL FLOOR PLAN UNIT LF.
LUXURY FLAT



SUMMERHOUSE II BEACH AND RACQUET CLUB CONDOMINIUM
N PART OF SECTION 13, TOWNSHIP 9 SOUTH, RANGE 30 EAST,
5T JOHNS COUNTY, ILLINOIS

TYPICAL FLOOR PLAN UNIT LF-2
LUXURY FLAT-2

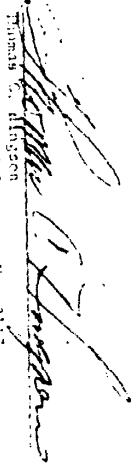


SHEET 20 OF 21

SUMMER HOUSE II BEACH AND RACQUET CLUB CONDOMINIUM
IN PART OF SECTION 13, TOWNSHIP 3 SOUTH RANGE 30 EAST
ST. JOHNS COUNTY, FLORIDA

This is to certify that, in accordance with the provisions of Section 719.104 (a)(4), Florida Statutes, that the construction of the improvements described is substantially complete so that the materials, together with the provisions of The Declaration of Condominium of Summerhouse II Beach and Racquet Club Condominium, describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and further, that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

Signed this 23rd day of December, A.D., 1981.


Thomas C. Alsdorf
Registered Land Surveyor No. 2117
State of Florida

PREPARED BY:
Northwest Florida Surveyors, Inc.
2000 Corporate Square Boulevard
Jacksonville, Florida 32216



NORTHEAST FLORIDA SURVEYORS, INC.
 2680 CORPORATE SQUARE BLVD. SUITE 2017 JACKSONVILLE, FLORIDA 32210
 REC 521 PAGE 58

THOMAS C HINGSON
 President

(904) 721-1066

RECREATION LAND "A"

Date: March 20, 1991

SUNNYSHORE BEA H AND FACQUET CLUB COMMUNITY

A part of Section 13, Township 9 South, Range 30 East, St. Johns County, Florida, more particularly described as follows: Commence at the South-westerly corner of lot 30, as shown on the map of North Matanzas Shores, as recorded in Map Book 8 page 11 of the public records of said county; thence South 22°55'30" East, along said North-westerly right of way line of State Road 210, 591.70 feet; thence North 65°19'30" East, 51.52 feet to the POINT OF BEGINNING; thence continue North 65°19'30" East, 62.0 feet; thence North 24°49'30" West, 122.0 feet; thence South 65°19'30" West, 16.57 feet; thence North 24°49'30" West, 42.0 feet; thence South 65°19'30" West, 35.11 feet; thence South 24°49'30" East, 100.00 feet to the POINT OF BEGINNING.

EXHIBIT A-1

NFS NORTHEAST FLORIDA SURVEYORS, INC.

2000 CORPORATE SQUARE BLVD / SUITE 201 / JACKSONVILLE, FLORIDA 32202
904 521-5858

THOMAS C. KINGSON
President

RECREATION LAND "B"

Date: March 20, 1961

SUNSHINE BEACH AND RAFTING CLUB CONDEMNATION

A portion of Section 14, Township 9 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: Commence at the Southwesterly corner of lot 30 as shown on the map of North Marianas Shores, as recorded in Map Book 8 page 11 of the public records of said county; thence South 27°55'30" East, along the Northeastern right of way line of State Road 21A (a 100 foot right of way as now established), 688.0 feet; thence North 67°04'30" East, 25.0 feet to the POINT OF BEGINNING; thence continue North 27°04'30" East, 124.0 feet; thence South 27°55'30" East, 120.0 feet; thence South 12°04'30" West, 43.0 feet; thence North 27°55'30" West, 46.0 feet; thence South 67°04'30" West, 25.0 feet; thence North 27°55'30" West, 124.0 feet to the POINT OF BEGINNING.

EXHIBIT D-2

NFS

NORTHEAST FLORIDA SURVEYORS, INC.

200 CORPORATE SQUARE, SUITE 201 JACKSONVILLE, FLORIDA 32216

THOMAS C. HINGSON
President

19941221 3066

SEE 521 PAGE 60
FEE

SEWER PLANT SITE

Date: March 20, 1981

SUNNYSIDE BEACH AND FACULTY CLUB CONDOMINIUM

A part of Section 13, Township 9 South, Range 10 East, St. Johns County, Florida, more particularly described as follows: BEGIN at the Southwesterly corner of Lot 30, as shown on the map of North Matanzas Shores, as recorded in Map Book 8 page 11 of the public records of said county; thence South $27^{\circ}55'30''$ East, along the northeasterly right of way line of State Road 31A (a 100 foot right of way as now established), 243.0 feet; thence North $62^{\circ}04'30''$ East, 193.0 feet; thence North $46^{\circ}25'11''$ East, 107.72 feet; thence North $27^{\circ}55'30''$ West, 65.0 feet to the Southerly line of aforesaid Lot 30, North Matanzas Shores; thence South $81^{\circ}43'43''$ West, along last said line, 322.0 feet to the POINT OF BEGINNING.

EXHIBIT E

521 61

State of Florida



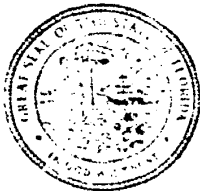
Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of
SUMMERBUSH BEACH & RACQUET CLUB ORGANIZATION, INC.

filed on November 12, 1950.

The Charter Number for this corporation is 755071.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
12th day of November, 1950.



CORP 104 Rev. 3-79

George Firestone
Secretary of State

REF 521 PAGE 63
FILED
NOV 12 2 22 PM '19
RECORDS & ADMINISTRATION

ARTICLES OF INCORPORATION
OF
SUMMERHOUSE BEACH & RACQUIT CLUB
CONDOMINIUM ASSOCIATION, INC.
A CORPORATION NOT FOR PROFIT

We, the undersigned, being desirous of forming a corporation not for profit, do hereby associate ourselves into a corporation for the purposes and with the powers herein specified and do hereby agree to the following Articles of Incorporation:

ARTICLE I. NAME

The name of this corporation shall be:

SUMMERHOUSE BEACH & RACQUIT CLUB CONDOMINIUM ASSOCIATION, INC.
(hereinafter referred to as the "Association").

ARTICLE II. PURPOSE

The purposes and object of the Association shall be to administer the operation and management of any condominium which may be established in accordance with the Florida Condominium Act, Chapter 718, Florida Statutes ("Condominium Act"), upon any portion of that certain real property in St. Johns County, Florida, as described on Exhibit A attached hereto and incorporated herein by reference which Crescent Beach Developers, Ltd., its successors or assigns (the "Developer") may designate to be administered by the Association. Such designation shall be evidenced by recording, as part of the declaration of any such condominium, these Articles of Incorporation and By-Laws of this Association as the Association responsible for administration of such condominium. Any condominium(s) located on the real property described on Exhibit A so designated by the Developer to be operated by the Association are hereinafter referred to as the "Condominium(s)." Nothing contained herein shall require that this Association be designated by Developer to operate any such condominiums, unless and until so designated by Developer.

The Association shall undertake and perform all acts and duties incident to the operation and management of the Condominium(s) in accordance with the terms, provisions, and conditions of these Articles of Incorporation, the By-Laws of the Association and the Declaration(s) of the Condominium(s) (the "Declaration(s)") which will be recorded in the public records of St. Johns County, Florida.

ARTICLE III. POWERS

The Association shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the laws of the State of Florida and under the Condominium Act, and the Declaration(s) of Condominium(s).

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:

1. Make and establish reasonable rules and regulations governing use of the Units, Common Elements, Limited Common Elements of the Condominium(s) and in and to the Recreation Lands and Sewer Plant Site as such terms will be defined in the Declaration(s).

EXHIBIT P

2. Own, operate, lease, sell, manage, and otherwise deal with such real and personal property as may be necessary or convenient for the administration of the Condominium(s).

3. To own, manage, administer and operate such ~~creation~~ creation Lands and Sewer Plant Site as are conveyed to it by the Developer, its successors or assigns for the mutual benefit and use of all Members.

4. Levy and collect assessments against members of the Association to defray the Common Expenses of the Condominium(s), as will be provided in the Declaration(s) and the By-Laws, including the right to levy and collect assessments for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Recreation Lands, Sewer Plant Site, Condominium Property(ies), including Units, which may be necessary or convenient in the operation and management of the Condominium(s) and in accomplishing the purposes set forth in the Declarations.

5. Maintain, repair, replace, operate and manage the Condominium Property(ies), and any property owned by the Association, including the right to reconstruct improvements after casualty and to further improve and add to the Condominium Property(ies) and other property owned by the Association.

6. Contract for the management of the Condominium(s) and, in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration(s), the By-Laws, and the Condominium Act.

7. Enforce the provisions of these Articles of Incorporation, the Declarations, the By-Laws, and all rules and regulations governing use of the Condominium(s) which may hereafter be established.

ARTICLE IV. CLASSIFICATION OF MEMBERS

The qualifications of members, manner of their admission to and termination of membership and voting by members shall be as follows:

A. The owners of all Units in the Condominium(s) shall be members of the Association, and no other persons or entities shall be entitled to membership, except the subscribers hereof.

B. A person shall become a Member by the acquisition of a vested present interest in the fee title to a Unit in the Condominium(s). The membership of any person or entity shall be automatically terminated upon his being divested of his title or interest in such Unit.

C. Transfer of membership shall be recognized by the Association upon its being provided with a certified copy of the recorded deed conveying such fee simple title to a dwelling unit to the new Member.

D. If a corporation, partnership, joint venture or other entity is the fee simple title holder to a Unit, or the Unit is owned by more than one person, the Unit owner shall designate one person as the Member entitled to cast votes and/or to approve or disapprove matters as may be required or provided for in these Articles, the By-Laws or the Declaration(s) of Condominium(s).

E. Except as an appurtenance to his dwelling unit, no Member can assign, hypothecate or transfer in any manner, his membership in the Association or his interest in the funds and assets of the Association. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration(s), the Condominium Act and the By-Laws hereof.

ARTICLE V. VOTING

OFF 521 PAGE 64
REC

A. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit in the Condominium(s). Such vote may be exercised or cast by the owner or owners of each Unit in such manner as may be provided in the By-Laws of this Association. Should any Member own more than one Unit, such Member shall be entitled to exercise or cast one vote for each such Unit, in the manner provided for in the By-Laws.

B. In the event the Association shall be designated by the Developer to operate more than one Condominium, the Unit owners in each Condominium operated by the Association shall constitute a distinct class of membership, which class of membership shall be identified by the name of said Condominium as specified in the Declaration of Condominium thereof.

C. When the By-Laws require a vote of the membership, such vote shall be conducted as follows:

1. Matters relating to an individual Condominium shall be voted upon by the membership class owning Units within that Condominium; and

2. Matters relating to more than one individual Condominium, but less than all of the Condominium(s), shall be voted upon by the membership classes owning Units in the Condominiums involved; and

3. Matters relating to the Association as a whole, or as to all of the Condominiums, shall be voted upon by the entire membership of the Association.

The Board of Directors of the Association shall decide to which Condominium(s) a matter relates and which class or classes of membership shall be entitled to vote thereon.

D. Until such time as the first property is submitted to the Condominium form of ownership by recordation of Declaration of Condominium therefor in the public records of St. Johns County, Florida, the membership of the Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast a vote on all matters upon which the membership would be entitled to vote.

ARTICLE VI. TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE VII. OFFICE

The principal office of the Association shall be located on the property described on Exhibit A attached hereto, at State Road A-1-A, Crescent Beach, St. Johns County, Florida, or such other place as the Board of Directors may designate.

ARTICLE VIII. BOARD OF DIRECTORS

A. The business affairs of this Association shall be managed by the Board of Directors. The number of members of the first Board of Directors shall be three.

B. In the event the Association is designated by the Developer, its successors or assigns, to manage additional Condominium(s), the number of members of the Board of Directors shall be equal to three Directors from each Condominium. Each Director shall be a Member of the Association, provided however, that Directors appointed by Developer pursuant to the provisions hereof and of the Bylaws need not be members of the Association.

C. Subject to the Declaration of Condominium, the Board of Directors shall be elected by the Members of the Association from among the membership at the annual membership meeting as provided in the By Laws; provided, however, that the Developer shall have the right to elect all of the Directors on the Board subject to the following:

1. When Unit owners other than the Developer own fifteen percent (15%) or more of all the Units in the Condominium(s) that ultimately will be operated by the Association, the Unit owners other than the Developer shall be entitled to elect one-third (1/3) of the members of the Board of Directors.

2. Unit owners other than the Developer shall be entitled to elect a majority of the Members of the Board of Directors upon the first to occur of the following:

(a) Three years after fifty percent of all of the Units in the Condominium(s) that will be operated ultimately by the Association have been conveyed to purchasers;

(b) Three months after ninety percent of all of the Units in the Condominium(s) that will be operated ultimately by the Association have been conveyed to purchasers;

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

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

3. The Developer is entitled to elect at least one member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent of all of the Units in the Condominium(s) ultimately to be operated by the Association.

4. The names and residence addresses of the persons who are to serve as the initial Board of Directors until their successors are chosen, are as follows:

<u>Director</u>	<u>Address</u>
Charles F. Atkinson, Jr.	4459 Wilkiness Lane West Mandarin, Florida
George L. Milligan	3946 St. Johns Avenue Jacksonville, Florida
Douglas A. Ward	1749 Challen Avenue Jacksonville, Florida

ARTICLE IX. OFFICERS

A. The officers of the Association shall be a President, one or more Vice Presidents, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, who shall perform the duties of such offices customarily performed by like officers of corporations in the State of Florida subject to the directions of the Board of Directors.

B. Officers of the Association may be compensated in the manner to be provided in the By-Laws. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Condominium and the affairs of the Association, and any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a Member, Director or officer of the Association.

C. The persons who are to serve as officers of the Association until their successors are chosen are:

<u>Officer</u>	<u>Name</u>
President	Charles F. Atkinson, Jr.
Vice President	Douglas A. Ward
Secretary	George L. Milligan
Treasurer	George L. Milligan

D. The officers shall be elected by the Board of Directors at their annual meeting as provided in the By-Laws. Any vacancies in any office shall be filled by the Board of Directors at any meeting duly held.

E. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. Officers shall be elected annually.

ARTICLE X. BY-LAWS

A. The Board of Directors shall adopt by a majority vote the original By-Laws of the Association.

B. The By-Laws may be amended, altered or rescinded upon the proposal of a majority of the Board of Directors and approval by an affirmative vote of two-thirds (2/3) of the votes entitled to be cast by Members of the Association at a regular or special meeting of the Members, the notice of which shall state that such proposal is to be voted upon at that meeting.

ARTICLE XI. AMENDMENT OF ARTICLES OF INCORPORATION

A. These Articles of Incorporation may be amended as follows:

1. Amendments shall be prepared by a majority of the Board of Directors.
2. The President, or acting Chief Executive Officer of the Association in the absence of the President, shall thereupon call a special meeting of the Members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from the date on which the Board of Directors approve the amendment proposal. Each Member shall be given written notice of such meeting stating the

time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each Member not less than ten (10) days nor more than thirty (30) days before the date set for such meeting. Such notice shall be deemed properly given when deposited in the United States mail, addressed to the Member at his post office address as it appears on the records of the Association. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of at least seventy-five percent (75%) of Members entitled to vote in order for such amendment or amendments to become effective. If so approved, a certified copy of the said amendment or amendments shall be filed in the Office of the Secretary of State of the State of Florida and recorded in the public records of St. Johns County, Florida.

ARTICLE XII. INDEMNITY

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases where the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event any claim for reimbursement or indemnification hereunder is based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XIII. NON-PROFIT STATUS


No part of the income of this corporation shall be distributed to the Members except upon dissolution or final liquidation and as permitted by the court having jurisdiction thereof.

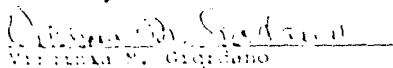
ARTICLE XIV. SUBSCRIBERS

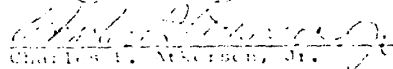
The names and addresses of the subscribers to these Articles are:

- | | |
|--------------------------|--|
| Douglas A. Ward | 1740 Challen Avenue
Jacksonville, Florida |
| Virginia M. Giordano | 2723 Aster Street
Orange Park, Florida |
| Charles F. Atterson, Jr. | 4480 Wilderness Lane West
Mandarin, Florida |

IN WITNESS WHEREOF, we, the undersigned subscribing incorporators, have hereunto set our hands and seals this 11th day of February, 1980, for the purpose of forming this corporation not for profit under the laws of the State of Florida.

 (SEAL)
Douglas A. Ward

 (SEAL)
Virginia M. Giordano

 (SEAL)
Charles F. Atterson, Jr.

STATE OF FLORIDA

COUNTY OF Duval

REF REC 521 PAGE 68

The foregoing ARTICLES OF INCORPORATION was acknowledged before me this 11th day of December, by Douglas A. Ward, a subscriber.

Douglas P. Parris
Notary Public, State of Florida at Large
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
My Commission Expires: MY COMMISSION EXPIRES AUG. 8, 1984

STATE OF FLORIDA

COUNTY OF Duval

The foregoing ARTICLES OF INCORPORATION was acknowledged before me this 11th day of December, by Virginia M. Giordano, a subscriber.

Douglas P. Parris
Notary Public, State of Florida at Large
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
My Commission Expires: MY COMMISSION EXPIRES AUG. 8, 1984

STATE OF FLORIDA

COUNTY OF Duval

The foregoing ARTICLES OF INCORPORATION was acknowledged before me this 11th day of December, by Charles E. Atterson, Jr., a subscriber.

Douglas P. Parris
Notary Public, State of Florida at Large
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
My Commission Expires: MY COMMISSION EXPIRES AUG. 8, 1984

NFS

NORTHWEST FLORIDA SURVEYORS, INC.
REGISTERED PROFESSIONAL SURVEYORS
1000 UNIVERSITY BLVD., SUITE 100, GAINESVILLE, FL 32601
TEL: 352-336-1111 FAX: 352-336-1112

Date: October 17, 1990

OVERALL SUMMER HOUSE PROFILE

A part of Section 11, Township 2 South, Range 21 East, St. Johns County, Florida, were particularly described as follows: BEGIN at the Southwesterly corner of Lot 30 as shown on map of North Palmetto Shores as recorded in Map Book 8, page 11 of the public records of said county; thence North 88°33'42" East, along the Southerly line of said Lot 30, 800 feet, more or less to the approximate edge of the waters of the Atlantic Ocean; thence Southerly along the edge of said waters, 1294 feet more or less, to an intersection with the Northeastly prolongation of the ninth course as described in deed Book 105, page 109 of said public records; thence South 60°55'16" West, along said Northeastly prolongation, and said ninth course, 130 feet, more or less to an intersection with the Northeastly right of way line of State Road 51A (as established for a width of 100 feet); thence North 27°35'19" West, along said Northeastly right of way line, 1062.45 feet to the POINT OF BEGINNING, containing 22.99 acres, more or less.

EXHIBIT A TO ARTICLES OF INCORPORATION
OF SUMMERHOUSE BEACH & FACUET CLUB

BY-LAWS

OF

SUMNERHOUSE BEACH & PACQUET CLUB

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c/c

CONDOMINIUM ASSOCIATION, INC.

a Florida Corporation

1. DEFINITIONS.

1.1 Application. These are the By-Laws of SUMNERHOUSE BEACH & PACQUET CLUB CONDOMINIUM ASSOCIATION, INC. (the "Association"), a Florida corporation, not for profit organized pursuant to the provisions of Chapters 717 and 719, Florida Statutes, 1979, as amended to the date of filing of the Articles of Incorporation. The purpose and object of the Association shall be to administer the operation and management of any condominium which may be established in accordance with the Florida Condominium Act, Chapter 719, Florida Statutes, 1979 ("Act"), upon certain real property in St. Johns County, Florida, as set forth in the Articles of Incorporation of the Association and Exhibit A attached thereto. Any condominium located on the real property described in Exhibit A to the Articles of Incorporation so designated by the Developer to be operated by the Association are hereinafter defined as the "Condominium(s)". The provisions of these By-Laws are applicable to the Condominium(s) and are subject to the provisions of the Articles. All members of the Association, as defined in the Articles, and their invitees, including, without limitation, all present or future owners and tenants of Units in the Condominium(s) and other persons using the Condominium(s) or any of the facilities thereof in any manner, are subject to these By-Laws, the Articles and the Declaration(s).

1.2 Office. The office of the Association shall be in State Road A-1-A, Crescent Beach, Florida or at such other place as may be established by resolution of the Board of Directors.

1.3 Fiscal Year. The fiscal year of the Association shall be the 12-month day of January through the last day of December.

1.4 Goal. The goal of the Association shall bear the name of Sumnerhouse Beach & Pacquet Club Condominium Association, Inc., the word "Florida", the word "Corporation Not For Profit", and the year of incorporation.

2. MEMBERSHIP, VOTING, QUORUM, MEETINGS.

2.1 Membership. The qualifications of members of the Association (the "Members"), the manner of their admission to membership and termination of such membership, and voting by Members, shall be as set forth in Article IV of the Articles, the provisions of which are incorporated herein by reference.

2.2 Quorum. A quorum at meetings of Members shall consist of persons entitled to cast a majority of the votes of that class, or those classes, of membership entitled to vote upon any matter or matters arising at said meeting. The presence of a Member in the nature of a meeting by means and resources in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

2.3 Voting.

(a) Each Unit shall be assigned the right to cast one vote at any meeting of Members.

EXHIBIT G

(b) If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit.

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(c) If any Unit is owned by more than one person or a partnership, corporation, trust, or any other association or entity, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit or by the President, general partner or other chief executive officer of the respective entity and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until ownership of the unit is changed. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any owner of that Unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.4 Votes Required. Except as otherwise required under the provisions of the Articles, these Bylaws or the Declaration(s), or where the same otherwise may be required by law, at any meeting of the general membership of the Association, or of a class or classes of Members of the Association, if any, duly called and at which a quorum is present, the acts approved by the affirmative vote of a majority of the votes present at such meeting shall be binding upon the Members.

2.5 Proxies. At any meeting of the Members, or any class or classes of Members, if any, every Member having the right to vote shall be entitled to vote in person or by proxy, provided that, no person shall be designated to hold more than ten (10) proxies. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. All such proxies shall be filed with the Secretary prior to or during the roll call of such meeting. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Unit owner executing it.

3. MEMBERS' MEETINGS

3.1 Annual Meeting. The annual meeting of the Members shall be held at the office of the Association or such other place in Crescent Beach, Florida, and at such time as may be specified in the notice of the meeting, on the 3rd Saturday in October of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members; provided, however, that if that day is a legal holiday, the meeting shall be held on the next succeeding Saturday.

3.2 Special Meetings. Special meetings of the entire membership of the Association shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from Members entitled to cast a majority of the votes of the entire membership. Special meetings of any class or classes of Members, if any, shall be held whenever called by the President or Vice President or by these Members of the Board of Directors elected by that class, or those classes, and must be called by such officers upon receipt of a written request from a majority of the Members of that class, or those classes.

3.3 Notice of Meetings

(a) Generally. Written notice of all meetings of Members or classes of Members, if any, shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member or class of Members, if any, unless

waived in writing. Such notice shall state the time and place of and purpose for which the meeting is called and shall be posted at a conspicuous place on the Condominium property at least fourteen (14) days prior to said meeting.

(b) Annual. Notice of the Annual Meeting shall be given to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed by certified mail or delivered personally to each Member. If delivered personally, receipt of notice shall be signed by the Member, indicating the date received. If mailed, such notice shall be deemed properly given when deposited in the United States Mail addressed to the Member at his Post Office address as it appears on the records of the Association, and the post office certificate of mailing shall be retained as proof of such mailing.

(c) Special. Notice of Special Meetings shall be given to each Member not less than fourteen (14) days prior to the date set for the meeting and shall be mailed by regular mail or delivered personally to the Member.

(d) Waiver. Any Member may, in writing signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before, at or after the holding of the notice to such Member.

(e) Adjourned Meeting. If any meeting of Members or class(es) of Members, if any, cannot be held because a quorum is not present, or because a greater percentage of the membership required to constitute a quorum for a particular purpose is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, the Bylaws or the Declaration(s), the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum, is present.

3.4 Presiding Officer and Minutes. At meetings of Members, the Chairman of the Board, or in his absence, the President, shall preside, or in the absence of both, the Members present shall select a chairman of the meeting. Minutes shall be kept in a business like manner and available for inspection by Directors, Unit owners and their authorized representatives during normal business hours at the principal office of the Association. The Association shall retain these minutes for a period of not less than seven years.

3.5 Order of business. The order of business at annual meetings of Members, and, as far as practical, at other meetings of Members, shall be:

- (a) Calling of the roll and certifying of proxies
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading or waiver of reading of minutes of previous meeting of Members
- (d) Reports of officers
- (e) Reports of committees
- (f) Appointment by Chairman of inspectors of election
- (g) Election of Directors
- (h) Unfinished business
- (i) New business
- (j) Adjournment

4.1 First Board and Developer Control. The first Board of Directors shall consist of three (3) persons as designated in the Articles of Incorporation. The number of members of succeeding Boards of Directors shall be equal to three (3) directors for each condominium administered by the Association. Developer reserves the right to appoint Directors to the Board as specified in Article VIII of the Articles.

4.2 Election of Directors. Directors shall be elected in the following manner:

(a) Commencing with the election of the Board to succeed the first Board as designated in the Articles, Developer shall appoint that number, and the identity, of the members of the Board which it shall be entitled to appoint in accordance with the Articles and these By-laws, and upon such appointment by Developer, by written instrument presented to the meeting at which such election is held, the persons so appointed by Developer shall be deemed and considered for all purposes Directors of the Association and shall forthwith hold the offices and perform the duties of such Directors until their successors shall have been elected or appointed, as the case may be, and qualified in accordance with the provisions of these By-laws.

(b) For so long as the Developer shall retain the right to appoint at least one member of the Board of Directors, all members of the Board of Directors when Developer shall not be entitled to appoint under these By-laws shall be elected at large, by a plurality of the votes cast at the annual meeting of the general membership, immediately following appointment of the members of the Board when Developer shall be entitled to appoint. Commencing with the first annual election of Directors after the Developer shall have lost or relinquished the right to appoint at least one Director, each class of membership, if any, consisting of the owners of Units in each of the Condominiums, shall elect three (3) Directors, by a plurality of the votes cast by such class at the annual meeting of the general membership.

(c) Vacancies on the Board may be filled, through the unexpired term thereof, by the remaining Directors except that, should any vacancy on the Board be created in a directorship previously filled by any person appointed by Developer, such vacancy should be filled by Developer appointing by written instrument delivered to any officer of the Association, the successor Director, who shall fill the vacated directorship for the unexpired term thereof. Any vacancy created in any directorship previously filled by a person elected by class of membership shall be filled by a member of that class of membership, which member shall thereafter fill the vacated directorship for the unexpired term thereof.

(d) In the election of Directors, there shall be apportionment to each Unit one (1) vote for each Director to be elected by the class of membership in which the owner of each Unit is a member, provided, however, that no member or owner of any Unit may cast more than one vote for any person nominated as a Director, it being the intent hereof that voting for Directors shall be non-cumulative.

(e) Within sixty (60) days after Unit owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call, in a manner as elsewhere provided in these By-laws, and give not less than thirty (30) days nor more than sixty (60) days notice of a meeting of the Unit owners for this purpose. Such meeting may be called and the notice given by any Unit owner if the Association fails to do so within the time prescribed herein. The term of such Directors shall be conducted in the manner provided in these By-laws.

(d) Until such time as the Members are entitled to elect all of the Directors, each Director shall serve for one year until the next annual meeting or such other time as his successor is elected. At the first annual meeting at which the Unit Owners are entitled to elect all of the members of the Board of Directors, one directorship from each Condominium shall be designated as a two-year term director and the other two shall be for one year terms. At the next succeeding annual meeting, one of such one-year or two-year directorships from each condominium shall be, from that point on, designated as a two-year term directorship. The intent hereof is to stagger the terms of the directorships so that there shall be only two directors elected each year from each condominium with one member of the old board continuing on the new board. Therefore, as to each condominium there shall be two directorships of two year terms being up for election in different years, and the third directorship shall always remain a one-year term directorship.

(e) In the event that Developer selects any person or persons to serve on the Board, Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on the Board. Replacement of any person or persons designated by Developer to serve on any board shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the persons so removed from the board. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any officer of the Association.

4.1 Organizational Meeting. The organizational meeting of a newly elected or designated Board shall be held within fifteen (15) days of their election or designation, at such time and place as shall be fixed at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary; provided, that a quorum shall be present.

4.2 Regular Board Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least seven (7) days prior to the day named for such meeting, unless notice is waived. Minutes of the Board of Directors shall be open to all Members and notices of meetings shall be posted conspicuously in the Condominium at least forty-eight (48) hours in advance for the attention of Unit owners, except in an emergency. Notice of any meeting where assessments against Unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

4.3 Special Meetings. Special meetings of the Board may be called by the President, and may be called by the Secretary at the written request of one-third of the Directors. Not less than three (3) days notice of a special meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting. Notice of any meeting where assessments against Unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

4.4 Minutes. Minutes of all meetings of the Board shall be kept in a confidential file and available for inspection by Unit owners and Directors during normal business hours at the principal office of the Association. The Association shall retain these minutes for a period of not less than seven years.

4.5 Waiver of Notice. Any Director may waive notice of a meeting before, at or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.8 Quorum. A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles, these By-Laws or the Declaration(s). If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of the Directors required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, these By-Laws or the Declaration(s), the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

4.9 Action Without a Meeting. To the extent now or hereafter permitted by the laws of Florida, the Board may take any action which they might take at a meeting of the Board without a meeting; provided, that a record of all such actions so taken, signed by each Director, shall be filed and retained in the minute book of the Association.

4.10 Removal. Directors may be removed from office in the manner provided by law for the removal of Directors of Florida corporations not for profit.

4.11 Presiding Officer. The presiding officer of meetings of the Board shall be the Chairman of the Board, if such officer has been elected, or, if not, the President of the Association. In the absence of the presiding officer, the Directors present shall designate one of their number to provide.

4.12 Powers and Duties. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the laws of Florida, the Articles, these By-Laws and the Declaration(s). Such powers and duties shall be exercised in accordance with the Articles, these By-Laws and the Declaration(s), and shall include, without limitation, the right, power and authority to:

(a) Make, levy and collect assessments, including without limitation assessments for reserves and for betterments to determine and/or condemnation property, against Members and Members' Units to defray the costs of the condemnments and the property owned by the Association and use the proceeds of assessments in the exercise of the powers and duties of the Association;

(b) Maintain, repair, replace, operate and manage the Condominiums and Recreation Land wherever the same is required to be done and accomplished by the Association for the benefit of members;

(c) Repair and reconstruct improvements after casualty;

(d) Make and amend restrictions governing the use of the property, real and personal, in the Condominium(s) and such property owned by the Association provided, that such restrictions or covenants thereto shall not conflict with the restrictions and limitations which may be placed upon the use of such property, under the terms of the Articles and Declaration(s);

(e) Approve or disapprove proposed purchasers of the Units and exercise or waive the Association's right of first refusal of each proposed sale of a Unit in the manner specified in the Declaration(s). The President or the Vice President of the Association by resolution of the Board, may be authorized to approve (but not disapprove) any proposed purchaser, or to waive (but not to exercise) the Association's right of first refusal, and to execute, on behalf of the Association, appropriate documents to evidence same. To be

shall be charged in connection with a transfer, sale, or approval in excess of the expenditures reasonably required for the transfer or sale, and this expense shall not exceed \$50;

(f) Acquire, own, hold, operate, lease, encumber, convey, exchange, manage, and otherwise trade and deal with property, real and personal, including units, of and in the Condominium(s), as may be necessary or convenient in the operation and management of the Condominium(s), and in accomplishing the purposes set forth in the Declaration(s);

(g) Contract for the management and maintenance of the condominium property and Association property and to authorize a management agent to assist the Association in carrying out its powers and duties, including but not limited to the performance of such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements and property owned by the Association with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association;

(h) Enforce by legal means the provisions of the Articles, these by-laws, the Declaration(s) and all regulations governing use of property of and in the Condominium(s) hereafter adopted;

(i) Pay all taxes and assessments which are liens against any part of the Condominium(s) other than units and the appurtenances thereto, and assess the same against the Owners and their respective Units subject to such liens;

(j) Carry insurance for the protection of Owners and the Association against casualty and liability, including Directors' liability insurance;

(k) Pay all costs of power, water, sewer and other utility services referred to the Condominium(s) or to the Association and not billed to the owners of the separate Units;

(l) Employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

5. OFFICERS.

5.1 Generally. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. The President shall be elected from the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board may from time to time elect such other officers, and designate their powers and duties, as the Board may deem necessary to properly manage the affairs of the Association. Officers may be removed from office by the Board.

5.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation not for profit, including but not limited to the power to appoint committees from among the Owners from time to time, as he may in his discretion determine appropriate, to assist in the conduct

of the affairs of the Association. He shall have such additional powers as the Board may designate.

5.3 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

5.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the affairs of the Association. He shall have such additional powers as the Board may designate.

5.5 Treasurer. The Treasurer shall have custody of all of the property of the Association including funds, securities and evidences of indebtedness. He shall keep the assessment roll and accounts of the Members; he shall keep the books of the Association (including without limitation a separate set of books of accounts for each of the Condominiums) in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer.

5.6 Compensation. No compensation shall be paid to any officer of the Association except with the approval of a majority of the membership, reflected by a vote taken at a duly constituted membership meeting. No officer who is appointed by the Developer shall receive any compensation for his services as an officer. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any director or officer as an employee of the Association at such compensation as the Board shall determine, nor shall anything herein be construed so as to preclude the Board from contracting with a director or officer or with any corporation in which a director or officer of the Association may be a shareholder, officer, director or employee, for the management of the Condominium for such compensation as shall be mutually agreed between the Board and such officer, director or corporation, or from contracting with a director, or officer of the Association or a corporation in which a director or officer of the corporation may be a shareholder, officer, director or employee for the purpose of making available to the owners of condominium units such services as are contemplated by the provisions of Article IV of these Bylaws. It is expressly contemplated that the first Board of Directors may enter into such contracts with persons who are initial officers or directors of the Association, or with corporations having officers, directors or employees who are also members of the first Board of Directors of the Association.

6. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1 Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with standard accounting procedures and the Florida Condominium Act. Written summaries shall be supplied at least annually to members. Such records shall include, but not be limited to:

- (a) A record of all receipts and expenditures;
- (b) An account for each unit which shall designate the

name and address of the Unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due.

(c) A register for the names of any mortgage holders or lien holders on Units who have reported in writing that they be notified and to whom the Association will give notice of default in case of nonpayment of assessments, to responsibility by the Association or assured with respect to said register except that it will give notice of default to any Institutional Mortgagee or Lender therein, if so requested.

6.2. Inspection of Books. Financial reports and the membership records shall be maintained in the office of the Association and shall be available to members for inspection during normal business hours.

6.3. Annual Budget. The Board shall adopt, for, and in advance of, each fiscal year, a budget for each of the Condominium(s) showing the estimated cost of performing all of the functions of the Association as to each such Condominium(s) for the year. Each budget shall show the total estimated expenses of the Association for that year and shall contain an itemized breakdown of the common expenses, which shall include without limitation, the cost of operating and maintaining the Common Elements, taxes on Association property, wages and salaries of Association employees, management, legal and accounting fees, office supplies, public utility services not metered or charged separately to Units, premiums for insurance carried by the Association and any reserve accounts and/or funds which may be established from time to time by the Board. Each budget shall also show the pro rata share of the total estimated expenses to be assessed against and collected from the owners of each Unit and due date(s) and amounts of installments thereof. Likewise, the Board shall adopt a separate budget for the Recreation Land and Power Plant Site in similar fashion and with similar detail. Copies of the proposed budgets and proposed assessments shall be transmitted to each Member at least thirty (30) days prior to the meeting of the Board of Directors at which the budgets will be considered, together with a notice of the time and place of said meeting, which shall be open to Unit owners. If any budget is subsequently amended, a copy shall be furnished each affected Member. Delivery of a copy of any budget or amended budget to a Member shall not affect the liability of any Member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as a limitation upon the additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergency.

6.4. Amount of Budget. If a budget as adopted by the Board which requires a resident of the Unit owners in any budget year exceeding 115% of such assessments for the preceding budget year, upon written application of ten percent (10%) of the Unit owners, a special meeting of the Unit owners shall be held upon not less than ten (10) days written notice to each Unit owner, but within thirty (30) days of the delivery of said application to the Board or any other meeting, at which special meeting Unit owners may consider only and enact only a revision of the budget, or recall any and all members of the Board and elect their successors. Any such revision of the budget shall require a vote of not less than two-thirds (2/3) of the votes of all Unit owners. Any member of the Board, except those appointed by the Developer, may be recalled and removed from office with or without cause by the vote or amendment in writing by a majority of the class of Unit owners which elected him. A special meeting of the Unit owners to recall a member or members of the Board may be called by ten percent (10%) of the Unit owners giving notice of the meeting in the same manner as notice of the call of a special meeting of the members is required as set forth herein, and the notice shall state the purpose of the meeting. The Board may,

in any event, first prepare a budget to the Unit owners at any such meeting of Members or by writing, and if such budget or proposed budget be approved by a majority of the votes of all Unit owners of the affected Condominium either at such meeting or by writing, such budget shall not thereafter be reexamined by the Unit owners in the manner hereinabove set forth.

In determining whether assessments exceed 115% of similar assessments in the prior budget year, there shall be excluded from the computation reasonable reserves made by the Board in respect of repair and replacement of Condominium or Association property, or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or normal basis, and there shall be excluded from such computation assessments for betterments to the Condominium or Association property. Provided, however, that so long as Developer is in control of the Board of Directors the Board shall not impose an assessment for a budget year greater than 115% of the prior budget year's assessment without approval of a majority of the votes of all Unit owners.

6.5 Retention of Admitted Rights. Upon adoption of a budget, the Board shall cause written copies thereof to be delivered to all Unit owners. Assessments shall be made against Unit owners pursuant to procedures established by the Board, and in accordance with terms of the Declaration(s) and Articles. Provided, however, that the lien or lien rights of the Association shall not be impaired by failure to comply with procedures established pursuant to these by-laws.

6.6 Assessments. Unless otherwise determined by the Board of Directors, assessments shall be payable quarterly on the first day of each calendar quarter, but in no event shall amounts be payable less often than quarterly. If an annual assessment is not made as required, an assessment shall be prepared to have been made in the amount of the last prior assessment, and installments of such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. unpaid assessments for the remaining portion of the fiscal year for which an annual assessment is made shall be payable in equal installments through the end of the fiscal year; provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency. Assessments under the budget for the Recreation Land and Beach Plant Site shall be payable at the same time as the regular annual assessment and may be aggregated by the Board to constitute one assessment to provide for single payments.

6.7 Special Assessments. Special assessments, as required and approved by the Board at a duly convened meeting, shall be levied and paid in the same manner as heretofore provided for regular assessments. Special assessments can be of three kinds: (i) those chargeable to all Members of a Condominium in the same proportions as regular assessments to meet contingencies or emergencies, to reconstruct, reconstruct, repair or replace all or any part of the Common Elements (including fixtures and personal property related thereto) and for such other purposes as shall have been approved by the Members at a duly convened meeting; (ii) those assessed against the Member alone to cover repairs or maintenance for which such Member is responsible and which he has failed to cover, which repairs impairs the value of or endangers the Common Elements of the Condominium, or which are for expenses incident to the maintenance or insurance within his Unit; and (iii) those assessed against all Members equally to meet contingencies or emergencies relative to the Recreation Land.

6.8 The Fundraising. The depository of the Association shall be such bank or banks of savings and loan associations or institutions as shall be designated from time to time by the directors, and in which the monies of the Association shall be deposited. With-

drawal of monies from such accounts shall be only by checks or withdrawal slips signed by such persons or are authorized by the directors, provided that any charter agreement may include in its provisions authority for the Manager to sign checks on behalf of the Association for payment of the obligations of the Association.

6.9. 6.9. ~~6.9~~ Audits. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors.

6.10. 6.10. ~~6.10~~ Bonds. Fidelity bonds may be required from any persons handling or responsible for Association funds as the Board of Directors shall direct. The premiums of said bonds shall be paid by the Association.

6.11. 6.11. ~~6.11~~ Condemning Funds. Notwithstanding the fact that the Association shall maintain separate books of account for each of the Condominiums, all moneys collected by the Association from all assessments against all Units in the Condominiums may be commingled in a single fund, or divided into more than one fund, as determined from time to time by the Board of Directors.

7. 7. ~~7~~ PARLIAMETARY RULES. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation, or these By-Laws.

8. 8. ~~8~~ AMENDMENTS TO BY-LAWS. Amendments to these By-Laws shall be proposed and adopted in the following manner:

8.1. 8.1. ~~8.1~~ Proposal. Amendments to these By-Laws may be proposed by the Board of Directors on a vote of a majority of the Directors, or by Members owning a majority of the Units in the Condominium(s), whether meeting as Members or by instrument in writing signed by them.

8.2. 8.2. ~~8.2~~ Notice. Upon any amendment or amendments to these By-Laws being proposed by the Board or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the Members for a date not more than twenty (20) days nor later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each Member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the Members is required in hereinafter provided, that proposed amendments to the By-Laws may be considered and voted upon at annual meetings of the Members.

8.3. 8.3. ~~8.3~~ Content of Amendment. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Law to be amended; new text shall be inserted in the text underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it may be necessary to use underlines and hyphens on the directors of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewriting of By-Law, see By-Law . . . in present text." Substantial errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

8.4. 8.4. ~~8.4~~ Voting. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of Members owning not less than two-thirds (2/3) of the Units in the Condominium(s). Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the public records of St. Johns County, Florida, within fifteen (15) days from the date on which any amendment or amendments have been affirmatively approved by the Members.

8.5 Written Vote. At any meeting held to consider such amendment or amendments to these By-laws, the written vote of any member shall be recognized if such Member is not present at such meeting in person or by proxy, provided such written vote is delivered to the Secretary at or prior to such meeting.

8.6 Developer's Reservation. Notwithstanding the foregoing provisions of this Article 8, an amendment to these By-laws which shall abridge, amend or alter the right of Developer to designate members of the Board of Directors of the Association, as provided in Article IV hereof, or any other right of the Developer provided herein or in the Articles of Declaration, may be adopted or become effective without the prior written consent of Developer.

8.7 Proviso. Provided, however, that no amendment shall discriminate against any condominium unit owner nor against any condominium unit or class or group of units unless the condominium unit owners so affected shall consent. No amendment shall be made that is in conflict with the Condominium Act, the Declaration of Condominium, or the Articles of Incorporation.

8.8 Proviso. Anything herein to the contrary notwithstanding, until the first regular election of Directors by the membership, and so long as the Developer shall have the right to fill vacancies on the Board of Directors, an amendment shall require only the unanimous consent of the Board of Directors, and no action of the condominium unit owners nor any approval thereof need be had.

The foregoing were adopted as the by-laws of SUMNERHOUSE BEACH & RACQUET CLUB CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the _____ day of _____, 1980.

Secretary

APPROVED:

President

NFS

NORTHEAST FLORIDA SURVEYORS, INC.
2800 CORPORATE SQUARE BLVD. SUITE 2017 DA KNOXVILLE, FLORIDA 32116

THOMAS C. HINGSON
President

(904) 721-3086

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DATE: March 16, 1981

POSSIBLE FUTURE DEVELOPMENT AREA:

A part of Section 13, Township 9 South, Range 30 East, St. Johns County, Florida, more particularly described as follows: Commence at the Southwesterly corner of lot 30 as shown on the map of North Matanzas Shores, as recorded in Map Book 8 page 11 of the public records of said county; thence South 27°55'40" East, along the Northeastly right of way line of State Road 41A (a 100 foot right of way as now established), 983.0 feet to the POINT OF BEGINNING; thence North 27°45'30" East, 521.74 feet to a point hereinafter referred to as Reference Point "A"; thence return to the POINT OF BEGINNING; thence South 27°51'33" East, along the Northeastly right of way line of said State Road 41A, 187.38 feet to an intersection with the nineteenth course as described in Deed Book 105, page 319 of said public records; thence North 40°55'30" East, along last said line, and the Northeastly prolongation thereof, 630 feet, more or less to the Mean High Water line of the Atlantic Ocean; thence Northerly along the Mean High Water line of said Atlantic Ocean, 661 feet, more or less to an intersection with a line bearing North 44°16'40" East to aforesaid Reference Point "A"; thence South 64°46'40" West, along last said line, 150 feet, more or less to said Reference Point "A" and to close.

Containing 17.18 acres, more or less.

EXHIBIT B

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EASEMENTS
AND
SHARED MAINTENANCE AGREEMENT

This Agreement entered into this 16th day of December, 1981, by and between Summerhouse Beach & Racquet Club Condominium Association Inc., hereinafter referred to as "Association" and Crescent Beach Developers, Inc., hereinafter referred to as "Developer" and Florida Title Group, Inc., as Trustee hereinafter referred to as "Trustee".

W I T N E S S E T H

WHEREAS, Developer is in the process of constructing a 63 unit condominium to be known as Summerhouse II Beach and Racquet Club Condominium, hereinafter "Summerhouse II", on property described and subject to all of the terms contained in the Declaration of Condominium for Summerhouse II Beach and Racquet Club Condominium, and

WHEREAS, Building 5 of said Summerhouse II Condominium shall be constructed so that the exterior surface of the southernmost wall running in an east-west direction shall coincide with the southernmost boundary of the condominium property, and

WHEREAS, Trustee owns the real property immediately south of the Summerhouse II property upon which Developer has an option to purchase, and

WHEREAS, it is Developer's current intention to develop another condominium immediately to the south of Summerhouse II and to physically attach the exterior of the northernmost wall of one of the buildings in the possible future condominium to the above referenced southernmost exterior wall of Building 5 of Summerhouse II in such a way as to create a double wall between the units which are in Summerhouse II and those units in the extended building which are in the possible future condominium development, and

WHEREAS, a portion of the paved driveway leading to Building 5 of Summerhouse II is located off of the condominium property and on property owned by Trustee and it is anticipated that all of this road will be used by future residents of the possible Future Development Area, as defined in the Declaration of Condominium of Summerhouse II, and

WHEREAS, Developer and Association and Trustee wish to set forth the various and respective rights and obligations of the parties as to this double wall and the shared driveway,

NOW THEREFORE, IN CONSIDERATION of mutual promises hereinafter contained and Ten Dollars (\$10.00) and other valuable consideration, the parties hereto hereby agree as follows:

1. Trustee, the owner of the fee simple title to the property immediately to the south and contiguous to the southernmost boundary of Summerhouse II does hereby grant and convey to Developer and Association an Easement over so much of said property as is reasonably necessary for the construction of foundation and footings and for the support and maintenance of the southernmost wall of Building 5 in Summerhouse II Beach & Racquet Club Condominium.

EXHIBIT I

2. Association hereby grants and conveys unto Developer, its successors and assigns, an Easement over the exterior surface of the southernmost wall of Building 5 of Summerhouse II and so much of the real property, under and around said wall as is reasonably necessary for the construction, support and maintenance of the northernmost exterior wall of a building to be physically attached to Building 5 of Summerhouse II, and does hereby grant Developer, its successors and assigns, the right to physically attach the northernmost wall of said proposed building to said southernmost wall of Building 5 of Summerhouse II; provided, however, that Developer shall use all due and necessary care in such construction as to not adversely affect any portion of Building 5. Developer shall repair any and all damage caused by such construction and shall hold Association harmless of and from any and all damage or loss caused thereby.

3. After the double wall and the building extension have been completed, the responsibility for the maintenance, repair and replacement of the southernmost wall of Building 5 of Summerhouse II shall continue to be that of the Association and the responsibility for the repair, replacement and maintenance of the northernmost wall of the expansion shall be that of the entity responsible for maintaining the exterior of that building; provided, however, that if such necessity for maintenance, repair or replacement is brought about solely by the neglect or the willful misconduct of any individual or entity, then the expense incidental thereto shall be borne solely by such wrongdoer.

4. In the event that both walls are in need of repair, replacement or maintenance, both the Association and the entity responsible for maintaining the exterior of the future expansion, shall agree upon one contractor to perform the necessary work. If they are unable to agree upon one contractor, the matter shall be submitted to a panel of three arbitrators pursuant to the rules of the American Arbitration Association, with one arbitrator being appointed by each party and a third to be appointed by the two previously appointed arbitrators. The three arbitrators shall decide by majority vote the extent of the repairs necessary and the contractor to perform the work.

5. The party responsible for the maintenance of each respective wall shall cause adequate insurance coverage to be maintained upon the respective buildings and neither party shall do anything or permit anything to be done which would increase the risk of damage to the double wall or increase the cost of insurance therefor.

6. It is understood and agreed that this double wall is not a party wall and that each wall shall be structurally independent. The expense of all construction, repair, replacement or maintenance of each respective wall shall be borne by the owner of the real estate on which the wall is located or the entity responsible for the maintenance of the exterior of the buildings or which this wall forms a part. In the event that the allocation of repair expenses to each separate wall is impossible to determine, the expense shall be shared equally.

7. Nothing contained herein shall be construed to obligate Developer to build a future condominium or to attach any future building to Building 5 of Summerhouse II.

8. Trustee hereby grants and conveys unto Developer and Association a non-exclusive easement for driveway purposes over that property owned by Trustee and described on Exhibit A attached hereto and shown as Easement A on the site plan attached to the Declaration of Condominium of Summerhouse II as Exhibit "C". In the event that the driveway leading to Building 5 of Summerhouse II, of which the aforesaid Easement A forms a part, shall constitute a common access way for future residents of the Possible Future Development Area, as defined in the Declaration of Condominium for Summerhouse II, then all expenses relative to said driveway, including maintenance, replacement, taxes, etc., shall be borne equally between Summerhouse II Condominium and the hereowners of the Condominium immediately to the south of Summerhouse II. The Association hereby grants Trustee and/or Developer the right to so provide in the future for such common use of said driveway and hereby grants unto Developer and/or Trustee a non-exclusive easement over said paved driveway for vehicular and pedestrian traffic and such other purposes as are consistent and reasonably necessary and incident to its use.

This Easement and the Agreements contained herein are intended to create a covenant running with the land and shall bind the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 16th day of December 1981.

Signed, sealed and delivered in the presence of:

[Signature]

SUMMERHOUSE BEACH & FACILITY CLUB CONDOMINIUM ASSOCIATION, INC.

By: [Signature]
President

"Association"

[Signature]

[Signature]

ORSENI DEVELOPERS, INC.

By: [Signature]
President

"Developer"

[Signature]

[Signature]

FLORIDA TITLE GUARD, INC., AS TRUSTEE

By: [Signature]
Trustee

"Trustee"

[Signature]

STATE OF FLORIDA

COUNTY OF DUVAL

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____ the _____ of SUMMERHOUSE BEACH & BACCHET CLUB ASSOCIATION, INC., and he executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1981.

[Signature]
Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION EXPIRES _____

STATE OF FLORIDA

COUNTY OF DUVAL

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____ the _____ of CRESCENT BEACH DEVELOPERS, INC., and he executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1981.

[Signature]
Notary Public, State of Florida

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION EXPIRES _____

STATE OF FLORIDA

COUNTY OF DUVAL

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____ the _____ of FLORIDA TITLE GROUP, INC., as Trustee, and he executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1981.

[Signature]
Notary Public, State of Florida

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION EXPIRES _____

A 12 foot easement for ingress, egress, drainage, utilities and sewers for the use and benefit of the Summerhouse Beach and Racquet Club Condominium Association, Inc. and the unit owners of Summerhouse II Beach and Racquet Club Condominium all unit owners located in the Possible Future Development area and their respective guests, leasees and invitees, over, under and across a portion of Section 13, Township 9 South, Range 30 East, St. Johns County, Florida, lying 12 feet right of, distant to and adjoining the following described line: Commence at the Southwesterly corner of Lot 30 as shown on the map of North Matanzas Shores, as recorded in Map Book 8, page 11 of the public records of said county; thence South 27 degrees 55 minutes 30 seconds East, along the Northeastly right of way line of State Road A1A (a 100 foot right of way as now established), 980.0 feet; thence North 62 degrees 04 minutes 30 seconds East, 300.0 feet to the POINT OF BEGINNING; thence continue North 62 degrees 04 minutes 30 seconds East, 198.00 feet to the point of termination of said easement, said easement being bounded on the West by a line bearing South 27 degrees 55 minutes 30 seconds East and passing through the POINT OF BEGINNING, bound on the East by a line bearing South 27 degrees 55 minutes 30 seconds East, and passing through the point of termination.

Exhibit 'A'

RECORDED
INDEXED

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CLERK OF PUBLIC COAST