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**DECLARATION OF CONDOMINIUM  
FOR  
TIDELANDS, A CONDOMINIUM**

**A Condominium Pursuant to the Florida Condominium Act,  
Chapter 718 of the Florida Statutes**

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Bylaws	Exhibit "D"
Assignment of Garage Bays and Storage Units	Exhibit "E"

**DECLARATION OF CONDOMINIUM  
FOR  
TIDELANDS, A CONDOMINIUM**

CENTEX HOMES, a Nevada general partnership, d/b/a Centex Destination Properties ("Developer"), as owner in fee simple of the "Land" (as hereinafter defined), having an office located at 1064 Greenwood Blvd. Suite 200, Lake Mary, Florida 32746, hereby makes this Declaration of Condominium of Tidelands, a Condominium (this "Declaration") to be recorded in the Public Records of Flagler County, Florida (the "County"), where the Land is located, and states and declares:

**1. SUBMISSION STATEMENT**

Developer is the owner of record of the "Condominium Property" (as hereinafter defined) and does hereby submit the initial phase, "Phase 1", to condominium ownership pursuant to the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording this Declaration in the Public Records of the County (the "Act").

**2. NAME**

The name by which the condominium created hereby (the "Condominium") and the Condominium Property are to be identified is:

**TIDELANDS, A CONDOMINIUM**

**3. PHASE CONDOMINIUM - LAND**

The land which will have become part of the Condominium Property when, as and if all of the "Phases" (as hereinafter defined) are added to the Condominium Property is described in Exhibit A (the "Land") attached hereto and made a part hereof. The legal description of the portion of the Land constituting Phase 1 of the Condominium Property is set forth on Exhibit B-1 attached hereto and made a part hereof. The legal descriptions of the portions of the Land constituting each "Subsequent Phase" (Phases 2 through 28) (as hereinafter defined) of the Condominium Property are set forth on Exhibits B-2 through B-28, attached hereto and made a part hereof (Exhibits B-1 through B-28 are sometimes collectively referred to herein as Exhibit B).

**4. DEFINITIONS**

Capitalized terms contained in this Declaration shall have the meanings given in the Act, unless otherwise expressly defined in this Declaration. As used in this Declaration, the following terms have the following meanings:

4.1 "Act" means the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording this Declaration in the Public Records of the County.

4.2 “Articles” means the Articles of Incorporation of the Association, attached hereto as Exhibit “C” and incorporated herein by this reference, and any amendments thereto.

4.3 “Assessments” means the assessments for which all Unit Owners are obligated to the Association and include, without limitation:

4.3.1 “Annual Assessment” which includes, but is not limited to, each Unit Owner’s annual share of funds required for the payment of Common Expenses as determined in accordance with this Declaration;

4.3.2 “Special Assessments” which includes Assessments levied by the Board in addition to the Annual Assessment as more particularly described in Section 21.3; and

4.3.3 “Benefited Assessments” which includes Assessments levied by the Board in addition to Annual Assessments and Special Assessments as more particularly described in Section 21.4.

4.4 “Association” means Tidelands Condominium Association, Inc., a Florida corporation not for profit, responsible for operating the Condominium and any other condominiums which may be created in Tidelands (defined in Section 4.35).

4.5 “Association Property” means that property, real and personal, which is owned or leased by or dedicated by a recorded plat to the Association for the benefit of its members including, but not limited, to the Joint Use Area (defined in Section 8.6) and the Surface Water or Storm Water Management System (defined in Section 4.39). The Association Property is not part of the property submitted to the condominium form of ownership but rather is owned and/or leased by the Association for the use, benefit and enjoyment of the Unit Owners. Those portions of the Association Property designated as Joint Use Area shall also be made available for the use, benefit and enjoyment of others within Tidelands who contribute to the cost of operation, maintenance, repair replacement and insurance of the Joint Use Area pursuant to the Cost Sharing Declaration (defined in Section 4.21) or otherwise.

4.6 “Board” means Board of Directors of the Association.

4.7 “Building” means a residential building containing Units (defined in Section 4.41) and Common Elements (defined in Section 4.13).

4.8 “Bylaws” means the Bylaws of the Association, attached hereto as Exhibit “D” and incorporated herein by this reference, and any amendments thereto.

4.9 “Club”: means the Tidelands Club as defined by the Club Documents.

4.10 “Club Documents”: means the Tidelands Resort Membership Agreement, the Membership Plan for Tidelands Club, the rules and regulations promulgated by the Club Owner and all of the instruments and documents referred to therein, as each may be supplemented and amended from time to time.

4.11 “Club Facilities”: means that certain real property and any improvements and facilities thereon which are located adjacent to or in the vicinity of Tidelands and which may be owned and/or operated by the Club Owner pursuant to the Club Documents. The Club Facilities are hereby designated by Developer as Private Amenities.

4.12 “Club Owner”: Any entity, which may be Developer, an affiliate of Developer, and/or such other third party determined by Developer, which owns and/or operates all or any portion of the Club or the Club Facilities. The Club Owner, initially, shall be CHG Hospitality Group, LLC, a Delaware limited liability company.

4.13 “Common Elements” means and includes, without limitation:

4.13.1 The Condominium Property, other than the Units;

4.13.2 Easements through the Units, as applicable, for conduit ducts, plumbing, wiring and other facilities for furnishing of utility services to the Units and the Common Elements;

4.13.3 An easement of support in every portion of a Unit which contributes to the support of a Building submitted to condominium ownership;

4.13.4 Property and installations required for the furnishing of utility services and other services for more than one Unit, the Common Elements, or a Unit other than the Unit containing the installation; and

4.13.5 Other portions of the Land, when, as and if same are submitted to condominium ownership and designated as Common Elements.

4.14 “Common Expenses” means common expenses for which the Unit Owners are liable to the Association as defined in the Act and as described in the Condominium Documents including, but not limited, to the following:

4.14.1 The expenses for the operation, maintenance, repair, replacement and/or insurance of the Common Elements, costs of carrying out the powers and duties of the Association pursuant to the Act and the Condominium Documents, the cost of fire and extended coverage insurance; and

4.14.2 Any other expenses designated, not inconsistent with the Act, as Common Expenses from time to time by the Board including, without limitation, expenses incurred by the Association pursuant to the Cost Sharing Declaration.

4.15 “Common Surplus” means the excess of receipts of the Association collected on behalf of the Condominium (including, but not limited to, assessments, rents, profits and revenues, on account of the Common Elements) over the amount of Common Expenses.



4.16 “Community-Wide Standard” means the standard of conduct, maintenance, or other activity generally prevailing from time to time throughout the Condominium or the minimum standards established pursuant to the Condominium Documents or Cost Sharing Document or other instrument of conveyance and/or Board resolutions, whichever establishes the highest standard. The Community-Wide Standard may contain objective elements, and subjective elements.

4.17 “Condominium” means that portion of the Land in Tidelands described in Exhibit “A” and the improvements thereon being submitted to condominium ownership pursuant to this Declaration as the same may be amended from time to time.

4.18 “Condominium Documents” means this Declaration, the Articles, the Bylaws, any rules and regulations promulgated by the Association and all of the instruments and documents referred to therein (provided that the Cost Sharing Declaration is not included within the definition of Condominium Documents), any architectural guidelines and any cost sharing agreements to which Condominium Property may be subject, as each may be supplemented and amended from time to time.

4.19 “Condominium Parcel” means a Unit (defined in Section 4.41), together with the undivided share in the Common Element (defined in Section 4.13) appurtenant to the Unit.

4.20 “Condominium Property” means the real property submitted to condominium ownership as part of the Condominium and all improvements thereon, including, but not limited to, the Units and the Common Elements. The easements described and set forth in this Declaration are intended to comply with Section 718.104(4)(m) of the Act. Notwithstanding anything contained herein to the contrary, however, the term “Condominium Property” shall not include any telecommunications lines and equipment owned by a utility and/or telecommunication firm(s) and/or other legal entity(ies) which have contracted with or have imposed other legal requirements upon Developer and/or the Association to provide a utility or telecommunications service and/or equipment, nor shall Condominium Property include telecommunications equipment, if any, owned by Developer, the title to which is hereby specifically reserved unto Developer, its successors and/or assigns. No portion of the land within any Subsequent Phase shall be included in the term “Condominium Property” until and unless such Subsequent Phase is submitted to condominium ownership by amendment to this Declaration. No portion of any Private Amenity shall be Condominium Property.

4.21 “Cost Sharing Declaration” means that certain Declaration of Easements and Restrictions and Covenant to Share Costs for Joint Use Areas as recorded in the County Public Records in Official Records Book 1223, Page 900, as the same may be amended or supplemented from time to time (collectively the “Cost Sharing Declaration”). The Cost Sharing Declaration addresses, among other things, issues relating to the operation, maintenance and obligation to share costs of the portions of the Association Property that are designated as Joint Use Area (defined in Section 8.6).

4.22 “County” means Flagler County, Florida.

4.23 “Declaration” means this document and any and all amendments or supplements hereto.

4.24 “Developer” means Centex Homes, a Nevada general partnership, d/b/a Centex Destination Properties, its grantees, successors and assigns. Developer shall have the right to assign any and all of the rights and privileges reserved for Developer under this Declaration and the other Condominium Documents. A Unit Owner shall not, solely by the purchase of a Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Unit Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

4.25 “Interest” means the maximum non-usurious interest rate allowed by law on the subject debt or obligation and, if no such rate is designated by law, then eighteen percent (18%) per annum.

4.26 “Invitee” means a Unit Owner’s spouse or domestic partner, family members, guests, invitees, tenants, licensees and other occupants of a Unit.

4.27 “Legal Fees” means (i) reasonable fees for attorney and paralegal services and expenses incurred in negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and post-judgment proceedings; and (ii) court costs through and including all trial and appellate levels and post-judgment proceedings.

4.28 “Limited Common Element” means those Common Elements which are reserved for the use of a certain Unit or certain Units to the exclusion of other Units as more particularly described in Section 8.2 hereof.

4.29 “Listed Mortgagee” means the holder, insurer, or guarantor of a mortgage encumbering a Unit of which the Association has been notified pursuant to Section 30.4 herein.

4.30 [INTENTIONALLY OMITTED.]

4.31 “Member” means any person, natural or corporate, who becomes a member of the Association, whether or not that person actually participates in the Association as a Member.

4.32 “Mortgagee” means the holder of any mortgage, deed to secure debt, deed of trust or other transfer or conveyance for the purpose of securing the performance of an obligation with an interest in a Unit or any portion of the Condominium. Such term shall include, without limitation, any “Secondary Mortgage Market Institution”, including Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and such other Secondary Mortgage Market Institution as the Board shall hereafter designate as such in writing which has acquired a mortgage upon a Unit.

4.33 “Phase” or “Phases” means that portion of the Land and improvements thereon, as contemplated by Section 718.403 of the Act, which may become part of the Condominium Property by recording this Declaration or an amendment hereto.

4.34 “Private Amenity” means real property and any improvements thereon which are located adjacent to or in the vicinity of the Condominium, including, without limitation, adjacent to the Intracoastal Waterway, and designated by Developer as a Private Amenity. Private Amenities may be owned and/or operated, in whole or in part, by the Developer, the Association, and/or other persons or entities other than the Association for recreational, social or other purposes. Private Amenities shall not be subject to this Declaration and shall not be Common Elements or Units. A Private Amenity shall not be Association Property unless the Developer elects to convey all or a portion of a Private Amenity to the Association as Association Property in accordance with this Declaration and Florida law. The use of the term “Private Amenity” shall not be construed to imply or require a private club. Private Amenities may be public or private and may be operated on a club membership, daily fee, use fee, reservation, leasehold, or non-residential association membership basis or otherwise, as determined by Developer in its sole and absolute discretion.

4.35 “Private Amenity Owner” shall mean any entity (which may be the Developer, the Association, the Club Owner, and/or other third party) which shall own and/or operate all or any portion of any Private Amenity, if Developer elects to create or designate any Private Amenities.

4.36 “Public Records” means the official public records of Flagler County, Florida, designated as the official location for recording of deeds and plat plans and similar documents affecting title to real estate in Flagler County, Florida.

4.37 “Rental Management Company” means the entity, if any, designated by Developer from time to time to manage a Unit Rental Program made available for Unit Owners pursuant to Article 31 of this Declaration.

4.38 “Subsequent Phases” means those portions of the Land and improvements thereon, which Developer may, but shall not be obligated to, submit to the Condominium Property, in whole or in part, and shall consist of Phases 2 through 28.

4.39 “Surface Water or Storm Water Management System” means a system located within Tidelands, which is designed and constructed, or implemented, to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

4.40 “Tidelands” means the name given to the planned residential development which is intended to be comprised of three hundred eighty-six (386) Units, Common Elements, Association Property and approximately one hundred fifty-two (152) single-family lots.

4.41 “Unit” means “Unit” as described in the Act and is that portion of the Condominium Property within the Condominium which is subject to exclusive ownership. Unit also includes Other Units (defined in Section 30.1.1) if applicable.

4.42 “Unit Owner” means “Unit Owner” as defined in the Act, and is the owner of a Unit. Unit Owner also includes Other Unit Owners (as hereinafter defined) if applicable.

4.43 “Unit Rental Program” means a program which Developer may, but shall not be obligated to, implement for the rental of Units administered by the Rental Management Company. If a Unit Rental Program is established, each Unit Owner shall have the option, but not the obligation, of participating in this program in accordance with a separate agreement between such Unit Owner and the Rental Management Company. Each Unit Owner may also rent his or her Unit on his or her own or utilize the services of an entity other than the Rental Management Company, provided that all rentals are subject to the terms of this Declaration.

4.44 “Voting Certificate” as used herein shall have the same meaning as such term is defined under the Act and is the document which designates one (1) of the record title owners, or the corporate, partnership or entity representative who is authorized to vote on behalf of a Unit owned by more than one (1) owner or by any entity.

4.45 “Voting Interest” means the voting rights distributed to the Members of the Association pursuant to Section 10.1.

## 5. UNITS AND BOUNDARIES

Upon completion of Phase 1, it is anticipated that the Condominium will consist of ten (10) Units, certain Limited Common Elements and Common Elements, as more particularly described herein. Each Unit consists of a dwelling space. Developer reserves the right, without obligation, to construct additional Units. The maximum number of Units that may be created within the Condominium is three hundred eighty-six (386) Units. Each Unit, together with an undivided interest in the Common Elements, shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Condominium Documents. The Units are depicted on the Phase 1 Survey and Subsequent Phase Surveys (defined in Section 7.2.1 and Section 8.1.2, respectively).

### 5.1 Horizontal (Upper and Lower) Boundaries.

The upper horizontal boundary of each Unit shall be the plane formed by the lower surface of the sheetrock, drywall or other material comprising the ceiling, so that the sheetrock, drywall, or other material comprising the ceiling shall constitute a portion of the Common Elements. The lower horizontal boundary of each Unit shall be the plane formed by the upper surface of the subfloor of such Unit (the subfloor being defined as the surface on which the finished floor covering (i.e., tile or carpeting) or the underlayment therefore (i.e., padding, matting or other material) supporting the finished floor covering, with the finished floor covering and underlayment constituting part of the Unit and the subfloor constituting part of the Common Elements.

### 5.2 Vertical Boundaries.

The perimetrical or vertical boundaries of each Unit shall be the plane formed by the inner unfinished surface of the perimeter walls of the Unit extended to their intersection with each other and the upper and lower horizontal boundaries, such that the sheetrock, drywall or other material comprising the perimeter walls of the Unit constitute a portion of the Common Elements. Notwithstanding the foregoing, exterior doors, windows and exterior glass surfaces serving the Unit, including the frames for such items, shall be included within the boundaries of

the Unit. All portions of heating and air conditioning systems serving a single Unit (including, without limitation, the compressor and any pipes, wires, or lines serving such system located within or outside the Unit boundaries, and all duct work for heating and air conditioning systems) and all appliances and plumbing fixtures within a Unit shall be a part of the Unit.

### 5.3 Additional Information to Interpret Unit Boundaries.

In interpreting deeds and plans, the existing physical boundaries of a Unit, as originally constructed or as reconstructed in substantial accordance with original plans, shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in any deed or plan, regardless of settling or lateral movement of the Building in which the Unit is located, and regardless of minor variance between the boundaries shown on the plans or in a deed and those of the Unit.

All appliances, fixtures, chutes, flues, ducts, conduits, wires and any other apparatus or portion thereof that lies within the designated boundaries of a Unit shall be part of the Unit; provided, however, that any portions thereof serving more than one (1) Unit or serving any portion of the Common Elements shall be deemed a part of the Common Elements.

## 6. COMMON ELEMENTS

The Common Elements consist of all portions of the Condominium Property not located within the boundaries of a Unit. In addition, all fixtures, chutes, flues, ducts, conduits, wires and any other apparatus, or portion thereof, that lies within the designated boundaries of a Unit but serves more than one (1) Unit or serves any portion of the Common Elements shall be deemed a part of the Common Elements.

The ownership of each Unit shall include, and there shall pass with each Unit as an appurtenance thereto (which may not be separated from the Unit to which it appertains) whether or not separately described in a conveyance thereof or other instrument describing the Unit, an equal undivided right, title and interest in the Common Elements, together with membership and one (1) vote in the Association and an undivided interest in the funds, assets and Common Surplus held by the Association. Each Unit Owner's shared ownership in the Common Elements shall be a fraction, the numerator of which is one (1) and the denominator of which is the total number of Units contained within the Condominium or condominium created pursuant to Section 30.2 below, at such time. As each Subsequent Phase is added to the Condominium, each Unit's percentage interest in the Common Elements will decrease based upon the number of Units in the Subsequent Phase being added to the denominator.

The Common Elements shall remain undivided, and no Unit Owner or any other person or entity shall have the right to bring any action for partition or division of the whole or any part thereof except as provided in the Act. Except as provided for Limited Common Elements or as otherwise provided herein, each Unit Owner and his or her Invitees and the Association may use the Common Elements (in accordance with the Condominium Documents and subject to any limitations set forth in the Condominium Documents) for the purposes for which they are intended, but no such use shall unreasonably interfere with the lawful rights of the other Unit Owners. Each Unit Owner and his or her Invitees shall have a right and easement of use and

enjoyment in and to the Common Elements (including, but not limited to, the right of access, ingress and egress to and from the Unit over those portions of the Condominium designated for such purpose), and such easement shall be appurtenant to and shall pass with the title to such Unit, subject to the rights of the Unit Owners to the exclusive use of the Limited Common Elements assigned to their respective Units and to the right of the Association to control the use and enjoyment of the Common Elements as provided by the terms of this Declaration. Every portion of a Unit and all Limited Common Elements contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit.

## 7. DESCRIPTION OF IMPROVEMENTS – INITIAL PHASE

### 7.1 Description of Improvements.

The portion of the Land and improvements constituting Phase 1 being submitted to the condominium ownership pursuant to this Declaration are described on the Phase 1 Survey. Phase 1 is anticipated to include ten (10) Units within a single, two-story Building. The minimum number of Units that will be included in Phase 1 is eight (8) Units and the maximum number of Units that will be included in Phase 1 is ten (10) Units. Each of the Units in Phase 1 will include a garage and a driveway parking space.

Developer anticipates that each Type A Unit in Phase 1 will contain a living area of 1,159 square feet (all measurements in this Section 7.1 are based on a measurement from the unfinished interior or perimeter walls), an entry area of 24 square feet, a lanai of 70 square feet and a garage of 222 square feet for a total area of 1,475 square feet. Developer anticipates that each Type Ar Unit will contain a dining area of 1,159 square feet, an entry area of 24 square feet, a lanai of 70 square feet and a garage of 243 square feet for a total of 1,496 square feet. Developer anticipates that each Type B and Type Br Unit will contain a living area of 1,461 square feet, an entry area of 12 square feet, a lanai of 70 square feet and a garage of 222 square feet, for a total area of 1,765 square feet. Developer anticipates that each Type C Unit will contain a living area of 1,065 square feet, an entry area of 51 square feet, a lanai of 51 square feet and a garage of 227 square feet, for a total area of 1,394 square feet. Developer anticipates that each Type C2 Unit will contain a living area of 1,199 square feet, a balcony of 54 square feet and a garage of 268 square feet for a total area of 1,521 square feet. Developer anticipates that each Type D and Type Dr Unit will contain a first floor living area of 788 square feet, a second floor living area of 848 square feet, an entry area of 35 square feet, a lanai of 91 square feet and a garage of 222 square feet, for a total area of 1,984 square feet. Developer anticipates that each Type E and Type Er Unit will contain a first floor living area of 788 square feet, a second floor living area of 1,036 square feet, an entry area of 35 square feet, a lanai of 91 square feet and a garage of 220 square feet for a total area of 2,170 square feet. The square footage measurements set forth in this Section are approximations. Developer reserves the right to vary the above measurements within the ranges set forth below:

PHASE	UNIT SQUARE FOOTAGE*		
	Unit Type(s)	Minimum	Maximum
1	A	1,180	1,770
	Ar	1,196	1,796
	B & Br	1,412	2,118
	C	1,115	1,673

	C2	1,216	1,826
	D & Dr	1,586	2,381
	E & Er	1,736	2,604

\*Square footage was calculated from the unfinished interior or perimeter walls and includes living area, lanai/balcony and garage where applicable; please see Article 8 of the Declaration for more details. Please note that the common and exterior walls are portions of the Common Elements of the Condominium, rather than the Unit itself and that each balcony/lanai is a Limited Common Element appurtenant to the Unit it serves rather than a part of the Unit itself.

## 7.2 Phase 1 Survey.

7.2.1 Survey. Annexed hereto as Exhibit "B-1" and made a part hereof is a survey, plot plan and graphic description of improvements for Phase 1 which includes a survey of the land in Phase 1, graphic description of the improvements in which the Units and the Common Elements are located and plot plan thereof (all of which are herein collectively referred to as the "Phase 1 Survey"). The Phase 1 Survey shows and identifies thereon the Common Elements and every Unit within Phase 1 and their relative location and approximate dimensions. Developer shall not be required to provide any items of personal property for the Common Elements within Phase 1. At the time of the recording of this Declaration, the construction of Phase 1 is not substantially complete. Upon substantial completion of Phase 1, this Declaration shall be amended to reflect that construction of Phase 1 has been substantially completed and to include a certificate of a surveyor and mapper authorized to practice in Florida in accordance with the provisions of Section 718.104(4)(e).

7.2.2 Description and Identification of Units. The Units in Phase 1 are identified, for purposes of this Declaration, by a three or four digit number (first number representing the Phase number, second number representing the floor level and the third number representing the unit number (e.g. 111 identifies Phase 1, first floor, first unit) and are so referred to herein and in the Exhibits hereto. No Unit bears the same designation as any other Unit in the Condominium.

7.2.3 Lanai/Balcony. Each area shown on the Phase 1 Survey as lanai/balcony shall be a Limited Common Element reserved for the exclusive use of the Unit Owner(s) of the Unit to which such lanai/balcony is assigned. Unit Owners, other than Developer, are prohibited from installing additional screening or windows on the lanai/balcony or otherwise enclosing the lanai/balcony.

7.2.4 Garages. Each garage contained in Phase 1 is or will be located within the Building in which the Phase 1 Units are or will be located and shall be a part of the Unit to which it is attached to and serves.

7.2.5 Driveway Parking Spaces. Each area shown on the Phase 1 Survey as a driveway parking space shall be a Limited Common Element reserved for the exclusive use of the Unit Owner(s) of the Unit served by such driveway parking space.

Developer anticipates that a variety of floor plans will be included in each of the Phases (each a Unit "Type"). The following discussion provides a description of each Unit Type Developer anticipates will be included in each Phase, including the lanai/balcony attached to each Unit Type as a Limited Common Element. The square footage measurements set forth below are based on a measurement from the unfinished interior or perimeter walls and are all approximations.

A. Phases 2 and 3. Developer anticipates that each Type A and Type Ar Unit in Phases 2 and 3 will contain a living area of 1,159 square feet, an entry area of 24 square feet, a lanai of 70 square feet and a garage of 222 square feet, for a total area of 1,475 square feet. Developer anticipates that each Type B and Type Br Units will contain a living area of 1,461 square feet, an entry area of 12 square feet, a lanai of 70 square feet and a garage of 222 square feet, for a total area of 1,765 square feet. Developer anticipates that each Type C Unit will contain a living area of 1,065 square feet, an entry area of 51 square feet, a balcony of 51 square feet and a garage of 227 square feet, for a total area of 1,394 square feet. Developer anticipates that each Type Cr Unit will contain a living area of 1,065 square feet, an entry area of 51 square feet, a balcony of 51 square feet and a garage of 227 square feet, for a total area of 1,394 square feet. Developer anticipates that each Type D and Type Dr Unit will contain a first floor living area of 788 square feet, a second floor living area of 848 square feet, an entry area of 35 square feet, a lanai of 91 square feet and a garage of 222 square feet, for a total area of 1,984 square feet.

B. Phases 4 through 13. Developer anticipates that each Type A Unit in Phases 4 through 13 will contain a living area of 1,159 square feet, an entry area of 24 square feet, a lanai of 70 square feet and a garage of 222 square feet, for a total area of 1,475 square feet. Developer anticipates that each Type A and Type Ar Unit in Phases 4 through 13 will contain a living area of 1,159 square feet, an entry area of 24 square feet, a lanai of 70 square feet and a garage of 243 square feet, for a total area of 1,496 square feet. Developer anticipates that each Type B and Type Br Unit will contain a living area of 1,461 square feet, an entry area of 12 square feet, a lanai of 70 square feet and a garage of 222 square feet, for a total area of 1,765 square feet. Developer anticipates that each Type C Unit will contain a living area of 1,065 square feet, an entry area of 51 square feet, a balcony of 51 square feet and a garage of 227 square feet, for a total area of 1,394 square feet. Developer anticipates that each Type C2 Units will contain a living area of 1,199 square feet, a balcony of 54 square feet and a garage of 268 square feet, for a total area of 1,521 square feet. Developer anticipates that each Type D and Type Dr Unit will contain a first floor living area of 788 square feet, a second floor living area of 848 square feet, an entry area of 35 square feet, a lanai of 91 square feet and a garage of 222 square feet, for a total area of 1,984 square feet. Developer anticipates that each Type E and Type Er Units will contain a first floor living area of 788 square feet, a second floor living area of 1,036 square feet, an entry area of 35 square feet, a lanai of 91 square feet and a garage of 220 square feet, for a total area of 2,170 square feet.

C. Phases 14 through 17. For Subsequent Phases 14 through 17, Developer anticipates that each Type A and Type Ar Unit will contain a living area of 1,586 square feet and a balcony of 149 square feet, for a total area of 1,735 square feet. Developer anticipates that each Type B and Type Br Unit will contain a living area of 1,283 square feet and a balcony of 105 square feet, for a total area of 1,388 square feet.



## 8. DESCRIPTION OF IMPROVEMENTS IN SUBSEQUENT PHASES AND ASSOCIATION PROPERTY

### 8.1 Subsequent Phases.

8.1.1 Condominium Property. Developer is developing the Condominium Property as a phase condominium as provided for by Section 718.403 of the Act. In addition to the portion of the Land and improvements described on the Phase 1 Survey being submitted to condominium ownership pursuant to this Declaration, Developer contemplates that all or a portion of the Subsequent Phases may, by amendment or amendments hereto, be added to the Condominium Property as an additional Phase or additional Phases. If, as and when Subsequent Phases are added, the Condominium shall be enlarged and expanded so as to encompass and include the real property, the improvements thereon, and the easements and rights appurtenant thereto which are submitted to the condominium form of ownership and the Condominium as part of such Subsequent Phase or Phases, and each Subsequent Phase added to the Condominium Property will utilize the Surface Water or Storm Water Management System permitted by the St. Johns River Water Management District.

8.1.2 Subsequent Phase Surveys. Annexed hereto as Exhibit "B-2" through "B-28" inclusive, and made a part hereof, are the surveys, plot plans and graphic descriptions of improvements for Phases 2 through 28 ("Phase 2 Survey," "Phase 3 Survey," "Phase 4 Survey," etc.), which include a survey of the land in each such Phase, graphic description of the improvements in which the Units and the Common Elements are located and plot plan thereof (all of which are herein collectively referred to as the "Subsequent Phase Surveys"). Notwithstanding any indications to the contrary herein contained Developer may modify the plot plan(s) as to Unit or building layout and may make changes in the legal description(s) of any Subsequent Phase which is submitted to the Condominium.

8.1.3 Minimums and Maximums. While, at the time of recordation of this Declaration, Developer plans to include the number of Units in each Subsequent Phase as set forth in the following chart, the Act requires that this Declaration also set forth the minimum and maximum number of Units which Developer reserves the right to include in each Subsequent Phase, if submitted to the Condominium, which information is also set forth in the following chart:

<u>PHASES</u>	<u>NUMBER OF BUILDINGS</u>	<u>NUMBER OF UNITS</u>		
		<u>Minimum</u>	<u>Planned</u>	<u>Maximum</u>
2 and 3	2	7	8	8
4-13	10	8	10	10
14 and 17	2	10	12	12
15 and 16	2	16	20	20
18 - 24	7	23	28	28
25-28	Will contain no residential Buildings or Units but rather parking spaces and Garage Buildings (as defined below) with garage bays and storage units as more particularly discussed below.			

Developer anticipates that Phases 15 and 16 will also include Type C Units, which will contain a living area of 1,194 square feet and a balcony of 89 square feet, for a total area of 1,283 square feet.

D. Phases 18 through 24. For Subsequent Phases 18 through 24, Developer anticipates that each Type A and Type Ar Unit will contain a living area of 1,858 square feet and a balcony of 280 square feet, for a total area of 2,138 square feet. Developer anticipates that each Type B and Type Br Unit will contain a living area of 1,575 square feet and a balcony of 207 square feet, for a total area of 1,782 square feet. Developer anticipates that each Type C and Cr Units will contain a living area of 1,254 square feet and a balcony of 273 square feet, for a total area of 1,527 square feet. Developer anticipates that each Type D and Type Dr Unit will contain a living area of 1,115 square feet and a balcony of 159 square feet, for a total area of 1,274 square feet.

E. Phases 25 through 28. Developer anticipates that Phases 25 through 28 will contain open-air parking spaces and garage/storage unit buildings ("Garage Buildings"), which Garage Buildings will not be attached to a residential Building and will contain garage bays and/or storage units. The open-air parking spaces will not be assigned (provided that some may be designated for handicap parking in accordance with the Americans with Disabilities Act) and will all be designated as Common Elements. Each of the garage bays and/or storage units in the Garage Buildings will be designated as a Limited Common Element reserved for the exclusive use of the Unit Owner(s) of the Unit to which the garage bay and/or storage unit is assigned. Such assignment shall initially be made in the deed conveying the Unit from Developer to a Unit Owner. Unit Owners shall be permitted to assign their right, title and interest in and to their garage bay or storage unit, but only to another Unit Owner. Such assignment shall be made by a deed recorded in the Public Records and an assignment of rights filed with the Board. No residential Buildings are anticipated to be included in any of Phases 25 through 28.

The square footage measurements set forth in this Section are approximations. Developer reserves the right to vary the above measurements within the ranges set forth below:

PHASES	UNIT SQUARE FOOTAGE*		
	Unit Type(s)	Minimum	Maximum
4-13	A	1,180	1,770
	Ar	1,196	1,796
	B & Br	1,412	2,118
	C	1,115	1,673
	C2	1,216	1,826
	D & Dr	1,586	2,381
	E & Er	1,736	2,604
2 and 3	A & Ar	1,180	1,770
	B & Br	1,412	2,118
	C & Cr	1,115	1,673
	D & Dr	1,587	2,381
14 and 17	A & Ar	1,388	2,082
	B & Br	1,110	1,666
15 and 16	A & Ar	1,388	2,082
	B & Br	1,110	1,666
	C	1,030	1,546

18-24	A & Ar	1,710	2,566
	B & Br	1,425	2,139
	C & Cr	1,221	1,833
	D & Dr	1,019	1,529

\*Square footage was calculated from the unfinished interior or perimeter walls and includes living area, lanai/balcony and garage where applicable; please see Article 8 of the Declaration for more details. Please note that the common and exterior walls are portions of the Common Elements of the Condominium, rather than the Unit itself and that each balcony/lanai is a Limited Common Element appurtenant to the Unit it serves rather than a part of the Unit itself.

8.1.4 Description and Identification of Units. Each Unit in any Subsequent Phase submitted to the Condominium pursuant to an amendment to this Declaration shall be identified, for purposes of this Declaration, by a three or four digit number (first number representing the Phase number, second number representing the floor level and the third number representing the unit number (e.g. 211 identifies Phase 2, first floor, first unit) and are so referred to herein and in the Exhibits hereto). No Unit in any Subsequent Phase which is added to the Condominium shall bear the same identifying number as any other Unit in the Condominium.

## 8.2 Limited Common Elements.

8.2.1. Lanai/Balcony. Each area shown on the Subsequent Phase Surveys as lanai/balcony shall be a Limited Common Element reserved for the exclusive use of the Unit Owner(s) of the Unit to which such lanai/balcony is assigned thereto. Unit Owners other than Developer are prohibited from installing screening or windows on the lanai/balcony, or otherwise enclosing the lanai/balcony.

8.2.2. Garage Buildings. The interior of each garage bay (including any mechanical fixtures, such as an automatic garage opener) located within a Garage Building as shown on the Subsequent Phase Surveys for Phases 25 through 28 shall be a Limited Common Element reserved for the exclusive use of the Unit Owner(s) of the Unit to which such garage bay is assigned.

8.2.3. Driveway Parking Spaces. Each area shown on the Subsequent Phase Survey for Phases 2 through 13 as a driveway parking space shall be a Limited Common Element reserved for the exclusive use of the Unit Owner(s) of the Unit assigned such driveway parking space.

8.2.4. Storage Units. Each storage unit shown on a Subsequent Phase Survey and located in one of the Garage Buildings contained in Phases 25, 26, 27 or 28, shall be a Limited Common Element reserved for the exclusive use of the Unit Owner(s) of the Unit to which such storage unit is assigned as described above.

## 8.3 Subsequent Phases – Residential Units.

Each Subsequent Phase containing residential Units, being all or a portion of Phases 2 through 24, if added to the Condominium pursuant to this Declaration by an amendment(s) or supplement(s) hereto is intended to consist of the real property as more particularly described in

the survey for each such Subsequent Phase attached hereto as Exhibit "B" and made a part hereof.

The residential improvements of Phases 1 and 4 through 13, are anticipated to include, in each such Phase, one (1), 2-story Building containing, in addition to the Common Elements therein, ten (10) Units.

The residential improvements of Phases 2 and 3 are anticipated to include, in each such Phase, one (1) 2-story Building containing, in addition to the Common Elements therein, eight (8) Units.

The residential improvements of Phases 14 and 17 are anticipated to include, in each such Phase, one (1) 3-story Building containing, in addition to the Common Elements therein, twelve (12) Units.

The residential improvements of Phases 15 and 16 are anticipated to include, in each such Phase, one (1), 4-story Building containing, in addition to the Common Elements therein, twenty (20) Units.

The residential improvements of Phases 18 through 24 are anticipated to include, in each such Phase, one (1), 4-story Building containing, in addition to the Common Elements therein, twenty-eight (28) Units.

The survey for each Subsequent Phase (as may be revised prior to the recordation of the amendment adding such Subsequent Phase) shall be attached to the amendment adding such Subsequent Phase. Developer shall not be required to provide any items of personal property for the Common Elements within the Subsequent Phases. If a Subsequent Phase is submitted to the Condominium pursuant to an amendment, such Phase will be completed and the respective amendments will be recorded in the Public Records no later than the earlier to occur of (i) seven (7) years from the date of recordation hereof, or (ii) the maximum time allowed by Florida law.

#### 8.4 Changes in Subsequent Phases.

Notwithstanding any indications to the contrary contained herein, descriptions relating to Phases or Exhibits referred to herein, including, but not limited to, legal, graphic, numerical, narrative and the like, are approximations. To the fullest extent permitted by law, Developer reserves the right to change such descriptions as to a Phase by recording an amendment hereto until such time as Developer conveys a Unit in such Phase to a Unit Owner other than a Developer affiliated entity. Such an amendment shall not require the execution thereof by the Association, Mortgagees or any other person, persons or entity unless: (i) Developer changes the method/formula for determining the proportion by which a Unit Owner, other than Developer, shares the Common Expenses and the Common Surplus or owns the Common Elements, in which event such Unit Owner whose share of Common Elements, Common Expenses and Common Surplus is being so changed and the Mortgagee(s) of record holding mortgages on the affected Unit must consent in writing thereto; or (ii) such change materially and adversely affects a Unit Owner (as determined by Developer in the reasonable discretion of Developer), in which event such Unit Owner and the Mortgagee(s) of record holding the mortgage on the affected Unit must consent thereto in writing or such amendment must be adopted in accordance with Article

28 hereof. The Buildings and Units which are added to the Condominium as a part of any Subsequent Phase may be substantially different from the other Buildings and Units in the Condominium.

8.5 Addition of Subsequent Phases - No Prescribed Order. Notwithstanding the numerical sequence of the Subsequent Phases or any inference that can be drawn therefrom or from any other provision of the Condominium Documents, Developer reserves the right to submit Subsequent Phases to the Condominium in any sequence; provided, however, that there shall be submitted as a portion of the Common Elements, if necessary, an easement providing means of ingress and egress from and to any Subsequent Phase which is submitted to the Condominium to and from public ways, including dedicated streets.

8.6 Association Property – Recreational Facilities and Amenities.

Developer plans to construct the recreational facilities and amenities as set forth in the Cost Sharing Declaration and the Club Facilities, as discussed in Article 33 of this Declaration. The Developer may, upon completion of the recreational facilities, convey such recreational facilities and amenities to the Association as Association Property, subject to the easements, restrictions and obligations set forth in the Cost Sharing Declaration (collectively referred to herein as “Joint Use Areas”), for the benefit, use and enjoyment of the Unit Owners and such other persons as may be designated by Developer pursuant to the Cost Sharing Declaration.

Developer reserves the right for itself and its successors and assigns to develop additional Joint Use Areas in accordance with the terms of the Cost Sharing Declaration and to assign such Joint Use Areas to the Association as Association Property for the benefit, use and enjoyment of the Unit Owners and their Invitees and such other persons as may be designated by Developer in accordance with the Cost Sharing Declaration. All costs related to the operation, maintenance, repair, replacement and insurance of the Joint Use Areas allocated to the Association pursuant to the Cost Sharing Declaration shall be assessed to the Unit Owners as a Common Expense.

Developer makes no representations or warranties that some or all of the above-described Joint Use Areas will be constructed or that if constructed will be as described in this Declaration or the Cost Sharing Declaration. However, if constructed, such Joint Use Areas shall be conveyed or dedicated to the Association as Association Property and the Association shall accept the Joint Use Areas pursuant to the easements, restrictions and obligations set forth in the Cost Sharing Declaration and/or any deed or other instrument conveying or dedicating the Joint Use Areas and shall maintain and operate them pursuant to the standards set forth in the Cost Sharing Declaration.

In addition, pursuant to the Cost Sharing Declaration, the Association may rent, lease or reserve any portion of the Joint Use Areas to the Developer or such other party as permitted under the Cost Sharing Declaration. The Association’s right to rent, lease or reserve any portion of the Joint Use Areas includes, but is not limited to, the right to enter into a long term lease with a Rental Management Company and/or a Private Amenity Owner for the exclusive or non-exclusive use, upon such conditions as may be established by Developer, of any portion of the Joint Use Areas.

Notwithstanding anything to the contrary herein, the process and procedures established for Common Elements in Articles 15, 16 and 17 shall be equally applicable to Association Property, however any distributions, assessments and other costs shall be allocated pursuant to the Cost Sharing Declaration.

#### 8.7 Private Amenity.

Developer has reserved the right, without any obligation, to construct one or more Private Amenities as described herein, including without limitation the Club, as described in Article 33 of this Declaration. Developer makes no representations or warranties that the Private Amenities, or any of their component facilities, will be approved and permitted by the appropriate governmental authorities or, if approved, permitted and constructed, as to the type, amount, size, nature or location of the facilities which may actually be constructed by Developer. If a Private Amenity is developed, Developer may elect to: (a) convey the Private Amenity, or a portion thereof, to the Association as Association Property (including without limitation, as a Joint Use Area subject to the Cost Sharing Declaration); (b) reserve or convey the Private Amenity, or a portion thereof, for operation by Developer or a third party; and/or (c) convey the Private Amenity, or a portion thereof, to a mutual benefit association whose members are the Component Owners (as defined below). Ownership of a Unit shall not create, grant or convey any right or easement to use any Private Amenity or any of its facilities in favor of any Unit Owner or any other person or entity. If a Private Amenity, or a portion thereof, is conveyed to the Association, Developer hereby reserves the exclusive right (as such rights may be reserved in the deed of conveyance from Developer to the Association) to sell or lease separate components contained within or comprising the Private Amenity (a person or entity who has a right to possess and/or use a separate component pursuant to a purchase, lease or other agreement for such component is herein referred to as a "Component Owner").

If a Private Amenity, or a portion thereof, is conveyed to the Association, the Association shall accept the Private Amenity and shall maintain, repair, replace, operate and insure the Private Amenity pursuant to the standards set forth in this Declaration and any rules and regulations as may be promulgated by the Association and, as applicable, the Cost Sharing Declaration. If all or a portion of the Private Amenity is conveyed to the Association as a Joint Use Area, all costs related to the operation, maintenance, repair, replacement and insurance of that portion of the Private Amenity made a Joint Use Area allocated to the Association pursuant to the Cost Sharing Declaration shall be assessed to the Unit Owners as a Common Expense. Developer may also choose to convey all or a portion of the Private Amenity to the Association as Association Property for the exclusive use of the Unit Owners, in which case that portion of the Private Amenity conveyed to the Association shall cease to be a Private Amenity and shall be Association Property and shall the expenses related to the operation, maintenance, repair, replacement and insurance of that portion of the Private Amenity made available for the Unit Owners exclusive use shall be a Common Expense allocated to the Unit Owners pursuant to the Declaration. However, if all or a portion of the Private Amenity is conveyed to the Association as Association Property to be made available exclusively to Component Owners, any and all expenses related to the operation, maintenance, repair, replacement and insurance of that portion of the Private Amenity made only available to the Component Owners will be a Benefited Assessment, allocated to the Component Owners who are Members of the Association pursuant to the Declaration to Component Owners who are not Members of the Association in accordance with the terms of the

purchase, use and/or easement agreement executed by the Component Owner for the purpose of acquiring use or ownership of the Private Amenity, or component thereof.

If Developer creates or designates a Private Amenity, Developer hereby reserves for the benefit of the Private Amenity Owner, any Component Owner, their respective employees, guests and invitees, and any members of the Private Amenity such easements as are necessary and/or appropriate over all walkways and roadways within the Tidelands for the operation and use of and access to the Private Amenity.

#### 8.8 Acknowledgements Regarding Private Amenities.

Each Unit Owner, by acceptance of a deed to a Unit acknowledges and agrees:

8.8.1 Notwithstanding the fact that a Private Amenity may be deemed open space or a recreation area for purposes of applicable zoning ordinances and regulations, each Unit Owner by acquisition of title to a Unit releases and discharges forever Developer, the Private Amenity Owner and each Component Owner and their partners, officers, directors, employees, agents and affiliates, from: (1) any claim that the Private Amenity is, or must be, owned and/or operated by the Association or the Unit Owners, and/or (2) any claim that the Unit Owners are entitled to use any Private Amenity or portion thereof by virtue of their ownership of a Unit.

8.8.2 Each Unit Owner and the Association (if the Association is not the Private Amenity Owner) shall jointly and severally indemnify, defend, and hold harmless Developer, the Association, the Private Amenity Owner, and each Component Owner and their partners, employees, agents, directors, shareholders, officers and affiliates and their successors and assigns, against and in respect of, and to reimburse Developer, the Private Amenity Owner, and each Component Owner and their partners, employees, agents, directors, shareholders, officers and affiliates on demand for, any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including, but not limited to, interest, penalties, attorney and paralegal fees and disbursements (even if incident to any appeals), that Developer, the Private Amenity Owner, and each Component Owner and their partners, employees, agents, directors, shareholders, officers and affiliates shall incur or suffer, which arise out of, result from, or relate to any claim that because a Private Amenity may be deemed to be open space or a recreation area for purposes of applicable zoning ordinances and regulations, a Private Amenity (or any portion thereof) must be owned and/or operated by the Association or the Unit Owners and/or that Unit Owners may use any Private Amenity.

8.8.3 That a portion of a Private Amenity may be made available for non-exclusive use by all Unit Owners and others, pursuant to the Cost Sharing Declaration, the Club Documents or other document governing use of a Private Amenity, or that all of or a portion of any Private Amenity may be restricted for exclusive use by Component Owners. If any portion of a Private Amenity is conveyed to the Association as Association Property and made available for use by all Unit Owners (and others pursuant to the Cost Sharing Declaration) the costs and expenses incurred by the Association for such portions of the Private Amenity shall be a Common Expense.

8.8.4 That any entry upon restricted portions of a Private Amenity without permission of the Private Amenity Owner or the applicable Component Owner may be deemed a trespass, and each Unit Owner shall refrain from, and shall cause all Invitees of such Unit Owner to refrain from any unauthorized entry upon restricted portions of a Private Amenity;

8.8.5 That the potential proximity of Units and Common Elements to a Private Amenity results in certain foreseeable risks and that each Unit Owner's use and enjoyment of his or her Unit and the Common Elements may be limited as a result and that neither the Association, Developer, the Private Amenity Owner, nor any Component Owner shall have any obligation to take steps to remove or alleviate such risks;

8.8.6 That a Private Amenity Owner or its designees may add to, remove or otherwise modify the improvements comprising the Private Amenity, including, without limitation, changing the location, configuration and size, and that neither the Private Amenity Owner, Component Owner, Developer, nor the Association, shall have any liability to any Unit Owner as a result of such modifications to the Private Amenity;

8.8.7 That there are no express or implied easements over a Private Amenity for view purposes, and no guaranty or representation is made by the Private Amenity Owner, Component Owner, Developer or the Association that any view of, over and/or across a Private Amenity will be preserved without impairment, and that neither the Private Amenity Owner, Component Owner, Developer nor the Association shall have any obligation to preserve views of, over or across a Private Amenity; and

8.8.8 That no representations or warranties which are inconsistent with this Section 8.8, either verbal or written, have been made or are made by Developer, Private Amenity Owner, Component Owner, or the Association or by any person acting on behalf of any of the foregoing.

8.9 Rights of Access and Parking for Private Amenity.

If Developer creates a Private Amenity and does not convey the Private Amenity to the Association, or if Developer conveys only a portion of the Private Amenity to the Association, there is hereby reserved for the benefit of the Private Amenity Owner and its employees, members, the Component Owners, and their respective guests and invitees such non-exclusive easements as are necessary and/or appropriate over the walkways and roadways within the Condominium, for ingress and egress and vehicular and pedestrian access to the Private Amenity, for parking, and for the use, operation, maintenance, repair, and replacement of the Private Amenity.

8.10 Assumption of Risk and Indemnification.

Each Unit Owner, by its purchase of a Unit, expressly assumes the risks associated with any Private Amenity (regardless of whether the Unit Owner is a Component Owner or otherwise uses such Private Amenity) and agrees that neither Developer, the Private Amenity Owner, any Component Owner, the Association, nor any of their affiliates or agents nor any other entity designing, constructing, owning or managing the Private Amenity or planning or constructing the Unit Owner's Unit shall be liable to Unit Owner or any other person claiming any loss or



damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, loss of view, noise pollution, or other visual or audible offenses, or trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of the Unit Owner's Unit or Common Elements to the Private Amenity, including, without limitation, any claim arising, in whole or in part, from the negligence of Developer and/or Private Amenity Owner, any Component Owner and/or the Association, and/or any other entity designing, constructing, owning or managing the Private Amenity or planning or constructing the Unit Owner's Unit. Each Unit Owner hereby releases the Private Amenity Owner, any Component Owner, Developer, the Association and any other entity owning and/or managing the Private Amenity against any and all claims by Unit Owner and/or Unit Owner's Invitees relating to or rising out of the foregoing.

#### 8.11 Easements without Fee.

No fee shall be assessed for the use of any easements created by this Declaration; provided Developer reserves the right to assess such fees.

### 9. PHASE DEVELOPMENT

#### 9.1 Impact of Subsequent Phases on Initial Phase.

9.1.1 Common Elements of Initial Phase. The Common Elements included in Phase 1 as shown on the Phase 1 Survey, will be owned, in common, by all Unit Owners in all Phases submitted to the Condominium pursuant to this Declaration.

9.1.2 Common Elements of Subsequent Phases. If any Subsequent Phase is added to the Condominium then all of the Common Elements constituting a portion of such Subsequent Phase shall become a part of the Common Elements of the Condominium Property, with such Common Elements being owned in common by all Unit Owners in all Phases then and thereafter constituting a portion of the Condominium.

9.1.3 Subsequent Phase Not Added. If any Subsequent Phase is not added to the Condominium, no portion of such Subsequent Phase (including, but not limited to, the portion which would have constituted the Common Elements) shall become a part of the Condominium.

9.1.4 Share of Ownership Upon Submission of Only Phase 1. If only Phase 1 is submitted to the Condominium Property pursuant to this Declaration, there will be ten (10) Units in the Condominium, each having as an appurtenance thereto one (1) vote in the Association and an equal undivided share of ownership in the Common Elements.

9.1.5 Share of Ownership Upon Submission of Subsequent Phase. If any Subsequent Phase is submitted to the Condominium, then each Unit in all Phases submitted to the Condominium shall have as appurtenances thereto one (1) vote in the Association and an equal undivided share of ownership in the Common Elements. If all Subsequent Phases are submitted, as planned, to condominium ownership as a portion of Condominium pursuant to an amendment or amendments to this Declaration, the total number of Units shall be three hundred eighty-six (386). The number of Units planned to be included in each Subsequent Phase if, as and when added to the Condominium, is set forth in Article 8 hereof.

9.1.6 Withdrawal Notice. Developer, in its sole and absolute discretion, reserves the right to add or not to add any or all of the Subsequent Phases as part of the Condominium. Hence, notwithstanding anything contained in this Declaration to the contrary, no portion of any Subsequent Phase shall be affected or encumbered by this Declaration unless and until such Subsequent Phase(s) is(are) added to the Condominium by amendment to this Declaration recorded in the Public Records. Notwithstanding the foregoing, if Developer determines not to add any or all Subsequent Phases to the Condominium, Developer may, in addition to any action otherwise required by the Act, record in the Public Records a notice ("Withdrawal Notice") to the effect that such Subsequent Phase or Subsequent Phases shall not be added to the Condominium. Further, should Developer record in the Public Records a Withdrawal Notice with respect to one (1) or more, but not all, of the Subsequent Phases, Developer shall retain the right to record additional Withdrawal Notices with respect to any or all of the Subsequent Phases, which were not submitted to the Condominium and are not covered by any prior Withdrawal Notice. Notwithstanding anything contained herein to the contrary, in the event Developer records in the Public Records one (1) or more Withdrawal Notices, then Developer shall have all rights permissible by law with respect to ownership of the Subsequent Phases covered by any and all such Withdrawal Notices, including, but not limited to, the right to develop such Subsequent Phase or Subsequent Phases as one (1) or more separate condominiums which may be managed by the Association.

## 10. VOTING INTERESTS

### 10.1 Voting Interest.

The Unit Owner or Unit Owners, collectively, of the fee simple title of record for each Unit shall have the right to one (1) vote per Unit ("Voting Interest") in the Association as to matters on which a vote by Unit Owners is taken as provided under the Condominium Documents and the Act, regardless of the number of Phases which have been added to the Condominium or the number of condominiums which have been created within Tidelands, as to the matters on which a vote by the Unit Owners is taken as provided in the Condominium Documents and the Act.

### 10.2 Voting By Corporation or Multiple Unit Owners.

The Voting Interest of the Unit Owners of any Unit owned by more than one (1) person, a corporation or other entity, or by any combination of the aforesaid, shall be cast by the person ("Voting Member") named in a Voting Certificate signed by all of the Unit Owners of such Unit or, if appropriate, by properly designated officers, principals or partners of the Unit Owner and filed with the Secretary of the Association. If a Voting Certificate is not on file with the Association as provided herein, the Voting Interest associated with a Unit where the designation of a Voting Member is required shall not be considered in determining the requirement for a quorum or for any other purpose.

### 10.3 Ownership by Husband and Wife.

10.3.1 Notwithstanding the provisions of Section 10.2 above, if a Unit is owned solely by a husband and wife, such Unit Owners may, but shall not be required to, designate a

Voting Member. In the event a Voting Certificate designating a Voting Member is not filed by the husband and wife, and they are unable to concur in their decision upon a subject requiring a vote, they shall lose their right to exercise their Voting Interest on that subject at that meeting.

10.4 Voting by Proxy.

Except as specifically otherwise provided in the Act, Unit Owners may not vote by general proxy, but may vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies and general proxies may also be used for voting on the matters outlined in Section 718.112(2)(b)(2) of the Act; however, no proxy, limited or general, shall be used in the election of members of the Board.

10.5 Elections.

The members of the Board shall be elected by written ballot or voting machine in accordance with the provisions of Section 718.112(2)(d)(3) of the Act.

10.6 Eligibility of Directors.

In accordance with Section 718.112(2)(d)(1) of the Act, except for Developer-appointed Directors, Directors must be Members or the spouses, parents or children of Members except that if a Unit is owned by an entity and not an individual, such entity may appoint an individual on its behalf to be eligible to serve on the Board.

## 11. PLAN FOR DEVELOPMENT

Developer plans to construct the Condominium as a multi-phased planned residential community to be located in Flagler County, Florida, to be comprised of three hundred eighty-six (386) Units and the Common Elements. Developer currently has no plans to include recreational facilities and amenities within the Condominium Property. Rather, the recreational facilities described herein are anticipated to be included in the Club and each Unit Owner, by acceptance of title to a Unit shall become a member of the Club. Developer also plans to include certain recreational amenities in the Association Property, which property shall be owned by the Association in fee simple. The Association has reserved the right to assess the Unit Owners for the costs and expenses incurred in the operation, maintenance, repair, replacement and insurance of the Association Property. For those portions of the Association Property subject to the Cost Sharing Declaration, costs and expenses incurred with respect to the Joint Use Areas shall be assessed to the Unit Owners pursuant to the Cost Sharing Declaration and shall be a Common Expense. Notwithstanding the foregoing, Developer reserves the right to develop the recreational facilities as a Private Amenity and/or to initially develop the recreational facilities as a Private Amenity and thereafter convey the same to the Association as Association Property for so long as permissible under Florida law. The Association shall be obligated to accept any such conveyance, provided that the conveyance is made without additional consideration (other than nominal consideration) to Developer.

**RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED WITHOUT  
CONSENT OF UNIT OWNERS OR THE ASSOCIATION.**

## 12. ASSOCIATION

### 12.1 Purpose of Association.

The Association shall be the condominium association responsible for the operation of the Condominium and may be the condominium association for other condominiums within Tidelands. Each Unit Owner shall be a member of the Association as provided in the Condominium Documents. A copy of the Articles are attached hereto as Exhibit "C" and made a part hereof. A copy of the Bylaws are attached hereto as Exhibit "D" and made a part hereof.

### 12.2 Member Approval of Certain Association Actions.

Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of four-fifths (4/5) of all Unit Owners (at a duly called meeting of the Unit Owners at which a quorum is present) prior to the payment of (or contracting for) legal or other fees or expenses to persons or entities engaged by the Association in contemplation of a lawsuit or for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

12.2.1 the collection of Assessments;

12.2.2 the collection of other charges which Unit Owners are obligated to pay pursuant to the Condominium Documents and/or Cost Sharing Declaration;

12.2.3 the enforcement of the use and occupancy restrictions contained in the Condominium Documents;

12.2.4 an emergency where waiting to obtain the approval of the Unit Owners creates a substantial risk of irreparable injury to the Condominium Property, Association Property or the Unit Owners; provided in such event, the aforesaid vote shall be taken with respect to the continuation of the action at the earliest practical date (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Unit Owners); or

12.2.5 filing a compulsory counterclaim.

### 12.3 Management Companies and Management Agreements.

The Board shall engage a management company at all times. This provision may only be amended if approved by the entire Board and eighty percent (80%) of all Unit Owners (at a duly called meeting of the Unit Owners at which a quorum is present).

### 12.4 Conveyance to Association and Assumption of Maintenance Responsibilities.

The Association is obligated to accept any and all conveyances to it by Developer of fee simple title, easements or leases to all or portions of Developer's property within Tidelands. Following such conveyance, the portion of the costs of operating, maintaining, repairing, replacing and insuring the conveyed property that is allocated to the Unit Owners of the

Condominium shall be assessed as a Common Expense in accordance with this Declaration. Any conveyance of Joint Use Areas to the Association as Association Property shall be subject to the Cost Sharing Declaration. Any conveyance of a Private Amenity, or a portion thereof, to the Association will be subject to any rights of Component Owners and use and/or easement agreements entered into by Developer prior to, or subsequent to, conveyance of the Private Amenity to the Association. Following such conveyance, the cost of operating the conveyed Private Amenity shall be allocated as a Benefited Assessment against the Component Owners who are Members of the Association in accordance with this Declaration and against such Component Owners who are not Members of the Association pursuant to the terms of the purchase, use and/or easement agreement executed by the Component Owners; provided, if any portion of a Private Amenity is conveyed to the Association as Association Property and made available for the non-exclusive use of the Unit Owners, the costs associated with the operation and maintenance of such portion of the Private Amenity shall be a Common Expense.

12.5 Conveyance to Association of Permits

The Association is obligated to assume any and all of the permits related to the Association's responsibility under the Condominium Documents and/or Cost Sharing Declaration issued by the government or quasi-governmental authority, and the related responsibilities thereunder, including but not limited to any and all of the permits issued by the St. Johns River Water Management District and the related maintenance responsibilities of the St. Johns River Water Management District.

12.6 Conveyance by Association.

The Association is empowered to delegate any of its functions or convey any of its property to any governmental unit as may be required or deemed necessary from time to time; provided, however, that if such conveyance shall be voluntary on the part of the Association, then such delegation and/or conveyance shall require the consent of Developer for so long as Developer owns any Units or Other Units or any portion of the Land.

**13. EASEMENTS**

13.1 Perpetual Nonexclusive Easement to Public Ways, the Condominium and the Common Property.

The walks and other rights-of-way located within the Condominium shall be, and the same are hereby declared to be, subject to a perpetual, nonexclusive easement for ingress and egress and access to, over and across the same, to public ways, including dedicated streets, the Condominium Property and the Association Property, which easement is hereby created in favor of all the Unit Owners for their use and for the use of their Invitees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended, including ingress and egress for the furnishing of services by fire protection agencies, police and other authorities of the law, United States mail carriers, representatives of public utilities, including, but not limited to, the Department of Environmental Protection, telephone, electricity, sewer, water, gas, drainage, irrigation, lighting, television transmission, cable television and communications systems transmission, reception and monitoring, security,

garbage and waste removal and the like and for all purposes incidental thereto and other utilities or services authorized by Developer, its successors or assigns to service the Condominium Property; and such other persons as Developer from time to time may designate for performing their authorized services. Developer hereby reserves unto itself, its successors, assigns, designees and nominees, and hereby grants to the Association, the right to grant easements, permits and licenses over the Common Elements and to impose upon the Common Elements henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interests of and necessary and proper for the Condominium. The Association shall have the right to establish reasonable, non-discriminatory rules and regulations governing the use and enjoyment of the Common Elements and all easements over and upon same.

### 13.2 Easements and Cross-Easements on Common Elements.

The Common Elements of the Condominium shall be and the same are hereby duly declared to be subject to perpetual, nonexclusive easements in favor of the Association, and such appropriate utility, telecommunication and other service companies or the providers of the services hereinafter set forth as may be from time to time designated by Developer, to and from all portions of Tidelands for ingress and egress, and for the installation, maintenance, construction and repair of facilities, including, but not limited to, electric power, telephone, sewer, water, gas, drainage, irrigation, lighting, television transmission, cable television and communications systems transmission, reception and monitoring, security, pest control, garbage and waste removal and the like and for all purposes incidental thereto. Developer hereby reserves unto itself, its successors, assigns, designees and nominees, and hereby grants to the Association, the right to grant easements, permits and licenses over the Common Elements and to impose upon the Common Elements henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interests of and necessary and proper for the Condominium. Developer hereby reserves a blanket easement over, under, upon and through the Condominium for any purpose whatsoever.

### 13.3 Association Property.

Developer reserves the right for itself to grant such easements over, under, in and upon the Condominium Property and over, under, in and upon the Association Property in accordance with the Cost Sharing Declaration in favor of itself, the Association, its designees and appropriate utility and other service corporations or companies for ingress and egress for persons and vehicles and to provide power, electric, sewer, water and other utility services and lighting facilities, irrigation, television transmission and distribution facilities, cable television facilities, telecommunications, security service and facilities in connection therewith, pest control, and access to publicly dedicated streets, and the like. In addition, upon the conveyance of the Association Property to the Association, Developer shall be deemed to have thereby granted to the Association the right to grant such easements over, under, in and upon the Association Property in favor of Developer, the Association, its designees, and others and appropriate utility and other service corporations or companies for the above-stated purposes. Either Developer or the Association shall execute, deliver and impose, from time to time, such easements and cross-easements for any of the foregoing purposes and at such location or locations as determined by either Developer or the Association.

13.4 Easement for Encroachments.

13.4.1 Settlement or Movement of Improvements. All the Condominium Property shall be subject to easements for encroachments, which now or hereafter exist, caused by the settlement or movement of any improvements upon such areas or improvements contiguous thereto or caused by minor inaccuracies in the building or rebuilding of such improvements.

13.4.2 Air Space Easement. All the Land and improvements thereon, including, but not limited to, the Condominium Property shall be subject to perpetual easements for encroachments, for so long as such encroachment exists, in favor of each Unit and the Unit Owners thereof and their Invitees for air space for any lanai or balcony of any Unit, and the reasonable use, maintenance and repair of same (subject to the provisions of this Declaration), which extends under, over or through any of the Land and improvements thereon, including, but not limited to, the Condominium Property, including, but not limited to, Common Elements. Such easements shall be appurtenances to and a covenant running with the respective Unit in whose favor such easements exist.

13.4.3 Term of Encroachment Easements. The above easements for encroachments shall continue until such encroachments no longer exist.

13.5 Reservation of Easement for Periodic Inspections, Repairs and Maintenance.

Developer shall, at all times, have the right to inspect the condition of the Common Elements, the Limited Common Elements, the Association Property and the improvements and facilities thereon, if any, and to perform any maintenance and any repairs thereto as Developer deems necessary or appropriate in Developer's sole and absolute discretion. If Developer desires to inspect, maintain and/or repair a Limited Common Element which is appurtenant to only one (1) Unit, Developer shall provide reasonable prior notice to the affected Unit Owner except in any situation deemed, in Developer's sole and absolute discretion, to be an emergency. If Developer determines, in its sole and absolute discretion, that the Association has failed to maintain any portion of the Common Elements or Limited Common Elements and/or the Association Property in a manner consistent with the Community-wide Standard established pursuant to this Declaration, it may so notify the Association, in writing, and the Association shall promptly perform the required maintenance or repairs. Failure of the Association to maintain the Common Elements or the Limited Common Elements and/or the Association Property in a manner consistent with the Community-wide Standard shall relieve Developer and any predecessor developer of any liability to the Association or to any Unit Owner or occupant of a Unit for any condition of the Common Elements or Limited Common Elements and/or the Association Property. Developer shall have the right to make a record of its inspections, maintenance and/or repairs made by any means available, including, but not limited to, photographing and/or videotaping the Common Elements and Limited Common Elements and/or the Association Property, and shall have the right to perform tests or examinations to determine the condition of the same. Notwithstanding the foregoing, nothing herein shall impose upon Developer any independent obligation to perform inspections, maintenance or repairs of the Common Elements or Limited Common Elements and/or the Association Property, and the Association shall not be relieved of its obligation to maintain the Common Elements and Limited

Common Elements and/or the Association Property because of the election of Developer or any predecessor developer to inspect or not to inspect or report to the Association the condition of the Common Elements and Limited Common Elements and/or the Association Property or to perform or not to perform any maintenance or repair.

13.6 Easements to Private Amenity.

If Developer creates a Private Amenity and does not convey the Private Amenity to the Association as part of the Association Property, Developer hereby grants the Private Amenity Owner and its officers, employees, agents, and the Component Owners and their respective licensees, members, and guests such easements necessary and/or appropriate over the walkways and roadways for vehicular and pedestrian ingress and egress to and from the Private Amenity, for parking, and for the use, operation, maintenance, repair, and replacement of the Private Amenity.

13.7 Easements for Rental Management Company.

If Developer establishes a Unit Rental Program pursuant to Article 31 of this Declaration and designates a Rental Management Company, Developer hereby grants the Rental Management Company and the employees, guests and invitees, such easements necessary over the walkways and roadways for vehicular and pedestrian ingress and egress to and from the Condominium, Association Property and Private Amenities as is necessary for the Rental Management Company to properly operate the Unit Rental Program.

13.8 Cost Sharing Declaration.

The Unit Owners and the Joint Use Areas shall be subject to the Cost Sharing Declaration as such may be amended and supplemented from time to time. The Cost Sharing Declaration creates reciprocal easements for the benefit of Developer, Unit Owners and such other persons designated thereunder. Such reciprocal easements include, but are not limited to, non-exclusive, perpetual easements for (i) vehicular and pedestrian access over any roadway now or hereafter located within the Joint Use Areas and pedestrian access over any trails and sidewalks now or hereafter located within the Joint Use Areas; (ii) the use and enjoyment of the recreational amenities constructed, if any, pursuant to the Cost Sharing Declaration; and (iii) utility, maintenance and construction.

The easements granted under the Cost Sharing Declaration are subject to the terms and conditions of the Cost Sharing Declaration, including, without limitation, any restrictions or limitations contained in any conveyance or assignment document applicable to the Joint Use Areas and to such rules and regulations as may be promulgated by the Association or any other board or committee so authorized, pursuant to the Cost Sharing Declaration.

13.9 Easements for Access and Drainage.

The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Storm Water Management System for access to operate, maintain and/or repair the system. By this easement, the Association shall have the right to enter upon any portion of the Condominium Property and/or the Association Property which is a part of the Surface Water



or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain and/or repair the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Storm Water Management System. No person shall alter the drainage flow of the Surface Water or Storm Water Management System, including without limiting, buffer areas or swales, without the prior written approval of the St. Johns River Water Management District and the Association.

#### 13.10 Easements Without Fee.

No fee shall be assessed for the use of any easement created by this Declaration provided, Developer reserves the right to assess such fees.

### 14. **LIABILITY INSURANCE PROVISIONS**

#### 14.1 Public Liability Insurance.

The Board shall obtain and maintain at all times, liability insurance in the form generally known as Public Liability and/or Owners, Landlord and Tenant Policies, or alternatively, in the event Developer so elects, the Association shall be covered under Developer's insurance, in such amounts as Developer or the Board may determine from time to time for the purpose of providing liability insurance coverage for all property and improvements in the Condominium excluding, at Developer's sole and absolute discretion, the Units and the Association Property; provided, however, that such policy or policies shall not have limits of less than One Million Dollars (\$1,000,000) covering all claims for personal injury and One Hundred Thousand Dollars (\$100,000) for property damage arising out of a single occurrence. The Board shall collect and enforce the payment of a share of the premium for such insurance from each Unit Owner as a part of the Annual Assessment. Said insurance shall include, but not be limited to, legal liability for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of any property or improvements within the Condominium, legal liability arising out of law suits related to employment contracts of the Association (if available at acceptable rates), water damage, liability for hazards related to usage and liability for property of others (if available at acceptable rates), hired automobile, non-owned automobile and off-premises employee coverage (if available at acceptable rates) and such other risks as are customarily covered with respect to developments similar to the Condominium Property in construction, location and use. All such policies shall name the Association and Developer (for so long as Developer owns any Units or Other Units or any portion of the Land or has any potential liability with respect thereto, as their respective interests may appear), as the insured(s) under such policy or policies. The original or a true copy of each policy shall be held in the office of the Association. The insurance purchased shall contain a "severability of interest endorsement," or equivalent coverage, which would preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of either the Association, Developer or any other Unit Owner or denying the claim of either Developer or the Association because of the negligent acts of the other or the negligent acts of a Unit Owner. All liability insurance shall contain cross liability endorsements to cover liabilities of the Unit Owners as a group to each Unit Owner. Each Unit Owner shall be obligated to obtain and maintain at all times and at Unit Owner's

expense, liability insurance for accidents occurring in his or her Unit and, if the Unit Owner so determines, for supplementing any insurance purchased by the Association.

**14.2 Fidelity Insurance.**

Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Directors and all others who handle and are responsible for handling funds of the Association (whether or not they receive compensation), shall be maintained by the Association (and by the management company engaged by the Board pursuant to Section 12.3 herein as to the management company's employees). Such coverage shall be in the form of fidelity bonds which meet the following requirements: (i) such bonds shall name the Association as an obligee and premiums therefor shall be paid by the Association; (ii) such bonds shall be written in an amount equal to the amount of the annual operating budget at any one time plus reserve funds, but in no event less than the amount required by the Act for each such person; and (iii) such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

**14.3 Cancellation Provision.**

All insurance policies or fidelity bonds purchased pursuant to this Article shall provide that they may not be canceled without at least thirty (30) days prior written notice to the Association and to Mortgagees.

**15. PROVISIONS RELATING TO CASUALTY INSURANCE AND DESTRUCTION OF IMPROVEMENTS**

**15.1 Hazard Insurance.**

Each Unit Owner shall be obligated to obtain and maintain at all times and at Unit Owner's expense, casualty insurance for all insurable improvements in the Unit Owner's Unit, including, but not limited to, floor coverings, wall coverings and ceiling coverings and including, without limitation, the following equipment, if any, located within or serving only his or her Unit: electrical fixtures, appliances, air conditioning or heating equipment, water heaters and built-in cabinets. The Association shall obtain casualty insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing casualty insurance coverage for all insurable property and improvements within the Condominium, including Fire and Extended Coverage, Vandalism and Malicious Mischief Insurance, all of which insurance shall insure all of the insurable improvements on or within the Condominium, including personal property owned by the Association, in and for the interest of the Association, all Unit Owners and their mortgagees, as their interests may appear, with a company (or companies) acceptable to the standards set by the Board. The Association shall purchase insurance for each Building and Garage Building and all improvements now located or which may hereafter be located, built or placed within the Condominium in an amount equal to one hundred percent (100%) of the "Replacement Value" thereof, if available. All such policies shall name the Association and Developer (for so long as Developer owns any Units or Other Units or any portion of the Land or has any potential liability with respect thereto), as their respective interests may appear) as the insured(s) under such policy or policies. The term "Building" as

used in this Article shall include only the Common Elements and Limited Common Elements comprising the same and does not include any portion of the Unit, including, without limitation, floor coverings, wall coverings or ceiling coverings. The term "Replacement Value" shall mean one hundred percent (100%) of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage as determined annually by the Board. The Board may determine the kind of coverage and proper and adequate amount of insurance. The casualty insurance maintained by the Association shall contain an "inflation guard endorsement," and, if determined necessary, an "increased cost of construction endorsement" or "continuant liability from operation of building laws endorsement" or a "demolition endorsement" or the equivalent. The casualty insurance maintained by the Association shall insure the Buildings and Garage Buildings from loss or damage caused by or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement and by sprinkler leakage, windstorm, vandalism, malicious mischief, debris removal and demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Buildings and Garage Buildings in construction, location and use.

#### 15.2 Flood Insurance.

If determined appropriate by the Board, the Association shall obtain a master or blanket policy of flood insurance covering all property and improvements in the Condominium, if available at a reasonable premium, under the National Flood Insurance Program or any other governmental regulated insurance carrier authorized to conduct business in the State of Florida or a commercial underwriter, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program or one hundred percent (100%) of the current replacement cost of all Buildings and other property of the Association located in the flood hazard area.

#### 15.3 Form of Policy and Insurance Trustee.

The Association may, to the extent possible and not inconsistent with the foregoing, obtain one (1) policy to insure all of the insurable improvements within the Condominium operated by the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and assessed as part of the Annual Assessment. The company (or companies) with which the Association shall place its insurance coverage, as provided in this Declaration, must be a good and responsible company (or companies) authorized to do business in the State of Florida. In addition, the insurance agent must be located in the State of Florida. The Association shall have the right to designate a trustee ("Insurance Trustee"). Thereafter the Association from time to time shall have the right to change the Insurance Trustee to such other trust company authorized to conduct business in the State of Florida or to such other person, firm or corporation as Insurance Trustee as shall be acceptable to the Board; provided, however, for so long as Developer owns any Unit(s) or Other Unit(s) or any portion of the Land, Developer shall have the right, but not the obligation, to require the Association to designate an Insurance Trustee other than the Board. Notwithstanding anything in this Declaration to the contrary, the Board may act as the Insurance Trustee hereunder otherwise required by Developer. If no Insurance Trustee is required, the Board shall

receive, hold and expend insurance proceeds in the manner hereinafter provided as if it were the Insurance Trustee.

#### 15.4 Required Policy Provisions.

All policies shall name Developer as an additional insured until such time as Developer notifies the Association, in writing, that such requirement is no longer needed. All such aforesaid policies shall provide that they may not be canceled without at least thirty (30) days prior written notice to the Association and Listed Mortgagees (and Developer as to any policy in which it is listed as additional insured) and shall be deposited with the Insurance Trustee upon its written acknowledgment that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its service as Insurance Trustee. The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies or for the failure to collect any insurance proceeds. The Association may determine to act as Insurance Trustee, in which event references herein to Insurance Trustee shall refer to the Board.

#### 15.5 Restrictions of Mortgagees.

No Mortgagee shall have any right to participate in the determination of whether property is to be rebuilt, nor shall any Mortgagee have the right to apply insurance proceeds to repayment of its loan unless such proceeds are distributed to Unit Owners and/or their respective Mortgagees.

#### 15.6 Distribution of Insurance Proceeds and Losses.

The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it and to hold such proceeds in trust for the Association, Unit Owners and Mortgagees under the following terms:

15.6.1 Loss to Units Alone. In the event a loss insured under the policies held by the Insurance Trustee occurs to any improvements within any of the Units alone, without any loss to any other improvements within the Condominium, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the Unit Owners of the Units damaged and their Mortgagees, if any, as their interests may appear, and it shall be the duty of these Unit Owners to use such proceeds to effect necessary repair to the Units. The Insurance Trustee, where other than the Association, may rely upon the written statement of the Association as to whether or not there has been a loss to the Units alone, the Common Elements or any combination thereof.

15.6.2 Loss of Fifty Thousand Dollars (\$50,000) or Less to Units and Common Elements. In the event that a loss of Fifty Thousand Dollars (\$50,000) (such amount is based on the value of the dollar in 2005 and shall be increased each year thereafter based upon increases in the Consumer Price Index) or less occurs to improvements within one (1) or more Units and to

improvements within Common Elements, or to improvements within the Common Elements, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association. Upon receipt of such proceeds, the Association will cause the necessary repairs to be made to the improvements within the Common Elements and within the damaged Units. In such event, should the insurance proceeds be sufficient to repair the improvements within the Common Elements but insufficient to repair all of the damage within the Units, the proceeds shall be applied first to completely repair the improvements within the Common Elements and the balance of the funds ("Balance") shall be apportioned by the Association to repair the damage to the improvements within Units, which apportionment shall be made to each Unit in accordance with the proportion of damage sustained to improvements within said Units as estimated by the insurance company whose policy covers such damage. Any deficiency between the Balance apportioned to a damaged Unit and the cost of repair shall be paid by a Special Assessment.

15.6.3 Loss in Excess of Fifty Thousand Dollars (\$50,000) to Units and Common Elements. In the event the Insurance Trustee receives proceeds in excess of the sum of Fifty Thousand Dollars (\$50,000.00) (such amount is based on the value of the dollar in 2005 and shall be increased each year thereafter based upon increases in the Consumer Price Index) as a result of damages to the improvements within the Common Elements and/or Units and Common Elements, then the Insurance Trustee shall hold, in trust, all insurance proceeds received with respect to such damage, together with any and all other funds paid as hereinafter provided, and shall distribute the same as follows:

a. The Board shall obtain or cause to be obtained reliable and detailed estimates and/or bids for the cost of rebuilding and reconstructing the damage and for the purpose of determining whether insurance proceeds are sufficient to pay for the same.

b. In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements, or upon the collection of the necessary funds that are described in subparagraph 15.6.3 (c) below, then the damaged improvements shall be completely repaired and restored. In this event, all payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee and execute affidavits required by law, by the Association, by any Mortgagee named on a mortgage endorsement or by the Insurance Trustee, and shall deliver the same to the Insurance Trustee. Further, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis or some other reasonable terms under the circumstances, said contractor shall post a performance and payment bond, and the Insurance Trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments contained in the construction contract between the Association and the contractor. Subject to the foregoing, the Board shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

c. In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements within the Common Elements and Units, the Board shall hold a special meeting to determine a Special Assessment against all of the Unit Owners to obtain any necessary funds to repair and to restore such damaged improvements. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Special Assessment against the Units setting forth the date or dates of payment of the same, and any and all funds received from the Unit Owners pursuant to such Special Assessment shall be

delivered to the Insurance Trustee and disbursed as provided in the above subparagraph (b). In the event the deficiency between the estimated cost of the repair and replacement of the damaged property and the insurance proceeds exceeds the sum of Five Thousand Dollars (\$5,000) per Unit Owner, and three-fourths (3/4) of the Unit Owners advise the Board in writing on or before the date for the first payment thereof that they are opposed to such Special Assessment, then the Board shall consider such written disapproval of the Special Assessment to be an agreement by at least three-fourths (3/4) of the Unit Owners to terminate the Condominium in accordance with the Section 33.1 below; provided, however, that for so long as Developer owns any Units or Other Units or any portion of the Land the consent of Developer shall also be required to terminate the Condominium. If all of the holders of recorded liens affecting any of the Condominium Parcels also consent in writing to the termination of the Condominium, the Board shall terminate the Condominium pursuant to Article 32 of this Declaration. If the Condominium is terminated, then the Insurance Trustee shall divide the net insurance proceeds into the shares described in Article 6 hereof and shall promptly pay each share of such proceeds to the Unit Owners and Mortgagees of record as their interests may appear ("Insurance Proceeds Distribution"). In making any such Insurance Proceeds Distribution to the Unit Owners and mortgagees, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the then Unit Owners and their respective Mortgagees.

15.6.4 Distribution of Excess Funds. In the event that after the completion of and payment for the repair and reconstruction of the damage to the damaged property and after the payment of the Insurance Trustee's fee with respect thereto any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be disbursed in the manner of the Insurance Proceeds Distribution. However, in the event such repairs and replacements were paid for by any Special Assessment as well as insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repair, replacement and reconstruction were first disbursed from insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the Unit Owners in proportion to their contributions by way of Special Assessment.

15.6.5 Mortgagees. In the event the Insurance Trustee has on hand, within ninety (90) days after any casualty or loss, insurance proceeds and, if necessary, funds from any Special Assessment sufficient to pay fully any required restoration and repair with respect to such casualty or loss, then no Mortgagee shall have the right to require the application of any insurance proceeds or Special Assessment to the payment of its loan. Any provision contained herein for the benefit of any Mortgagee may be enforced by a Mortgagee.

15.6.6 Repair of Damaged Property. Any repair, rebuilding or reconstruction of damaged property shall be substantially in accordance with the architectural plans and specifications for the Condominium, as originally constructed or reconstructed, subject to modifications necessary and/or appropriate to address modifications in applicable legal requirements.

15.6.7 Determination of Damage. The Board shall determine, in its sole and absolute discretion, whether damage or loss has occurred to improvements within Units alone, Common Elements alone or to improvements within any combination thereof.

15.6.8 Insurance Amounts. Notwithstanding anything in this Article to the contrary, the amounts set forth for the purchase of insurance in this Article are the minimum amounts to be purchased. Therefore, Unit Owners or the Association, as the case may be, may purchase insurance in excess of the amounts set forth herein. The provisions hereof do not constitute a representation or warranty of any kind by Developer or the Association as to the proper amount or kinds of insurance required.

15.7 Miscellaneous Policy Requirements.

Policies insuring the property within the Condominium purchased pursuant to the requirements of this Article shall provide that any insurance trust agreement shall be recognized; the right of subrogation against Unit Owners will be waived; the insurance will not be prejudiced by any acts or omission of individual Unit Owners who are not under the control of the Association; and the policy will be primary, even if a Unit Owner has other insurance that covers the same loss.

15.8 Master Form of Insurance.

Nothing contained herein shall prohibit the Association from obtaining a "Master" or "Blanket" form of insurance to meet the requirements of this Article, provided that the coverages required hereunder are fulfilled.

15.9 Association Property.

The Association shall obtain and maintain insurance coverage on the Association Property including, but not limited to, the Joint Use Areas, in a manner and in amounts consistent with the provisions of this Article. The distribution of insurance proceeds and losses for Association Property shall be made pursuant to this Article; provided any insurance proceeds and losses for Joint Use Area shall be made pursuant to this Article and the Cost Sharing Declaration and in the event of a conflict between this Article and the Cost Sharing Declaration, the Cost Sharing Declaration shall control.

**16. PROVISIONS RELATING TO CONDEMNATION OR EMINENT DOMAIN PROCEEDINGS**

16.1 Proceedings.

The Association shall represent the Unit Owners in the condemnation proceedings and/or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or any parts thereof by the condemning authority.

16.2 Deposit of Awards With Insurance Trustee.

The taking of any portion of the Condominium Property and/or Association Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Although the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the

Board, a Special Assessment, or Benefited Assessments shall be made against a defaulting Unit Owner in the amount of his or her award, which amount shall be secured by a lien, and/or the amount of that award shall be set off against the sums hereafter made payable to that Unit Owner.

16.3 Disbursement of Funds.

If the Condominium is terminated in accordance with the provisions of this Declaration after condemnation, the proceeds of the awards and Special Assessments or Benefited Assessments, if any, shall be deemed to be Condominium Property and shall be divided into the shares described in this Declaration and distributed to the Unit Owners and Mortgagees as their interests may appear. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of the condemned Units will be made whole and the Condominium Property damaged by the taking will be made usable in the manner provided below.

After condemnation of any Association Property, the proceeds of the award(s) shall be divided into the shares described in this Declaration, and if Joint Use Areas, as described in the Cost Sharing Declaration and rules promulgated by the Association thereunder; provided in the event of a conflict between this Declaration and the Cost Sharing Declaration, or the rules promulgated thereunder the Cost Sharing Declaration, the rules promulgated thereunder and this Declaration shall control in the foregoing order.

16.4 Unit Reduced But Tenantable.

If the taking reduces the size of a Unit ("Affected Unit") and the remaining portion of the Affected Unit can be made tenantable, the award for the taking of a portion of the Affected Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

16.4.1 Affected Unit Made Tenantable. The Affected Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be collected as a Benefited Assessment from the Unit Owner of the Affected Unit.

16.4.2 Excess Distributed to Unit Owner and Mortgagee. The balance of the award, if any, shall be distributed to the Unit Owner of the Affected Unit and to each Mortgagee of the Affected Unit, the remittance being made payable to the Unit Owner and Mortgagees as their interests may appear.

16.5 Affected Unit Made Untenantable.

If the taking is of the entire Affected Unit or so reduces the size of an Affected Unit that it cannot be made tenantable, the award for the taking of the Affected Unit shall be used for the following purposes in the order stated and the following changes shall be affected in the Condominium:



16.5.1 Payment to Unit Owner and Mortgagee. The market value of the Affected Unit immediately prior to the taking shall be paid to the Unit Owner thereof and/or to each Mortgagee thereof as their interests may appear from the award received by the Association.

16.5.2 Remaining Portion of Affected Unit. The remaining portion of the Affected Unit, if any, shall be released by the Mortgagee and conveyed by the Unit Owner to the Association. Any remaining portion of the Affected Unit shall become a part of the Common Elements and shall be placed in a condition approved by the Board and the Condominium Documents shall be amended to reflect the addition of such Common Elements; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking after the payment set forth in subparagraph 16.4.1 above, the work shall be approved in the manner required for further improvement of the Common Elements.

16.5.3 Adjustment in Shares of Common Elements. The undivided equal interest of the Unit Owners in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted based on the reduced number of Units.

16.5.4 Insufficient Award. If the amount of the award for the taking is not sufficient to pay the market value of the Affected Unit to the Unit Owner and to condition the remaining portion of the Affected Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Special Assessments against all of the Unit Owners who will continue as Unit Owners after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Unit Owners in the Common Elements after the changes effected by the taking.

16.5.5 Determination of Market Value of Affected Unit. If the market value of an Affected Unit prior to the taking cannot be determined by agreement between the Unit Owner, the Mortgagees of the Affected Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Affected Unit; and the determination of the arbitrators shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The cost of arbitration proceedings shall be assessed against all Units in proportion to the shares of the Units in the Common Elements as they exist prior to the changes effected by the taking.

#### 16.6 Taking of Common Elements.

Awards for taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation and to Mortgagees as their interests may appear.

16.7 Amendment of Declaration.

The changes in Units, in the Common Elements and in the ownership of the Common Elements that are affected by the condemnation shall be evidenced by an amendment to this Declaration that need be approved only by a majority of the Board unless written approvals from Developer and/or Listed Mortgagees are also required pursuant to this Declaration. Such amendment shall be evidenced by an amendment executed by the Association in recordable form in accordance with the Act, and a true copy of such amendment shall be mailed via first class mail by the Association to Developer, all Unit Owners and Listed Mortgagees. The amendment shall become effective upon the recording of such amendment in the Public Records of the County.

**17. PROVISION FOR APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED AND ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE**

17.1 New Total Tax.

In the event that any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special assessment against the Condominium as a whole as opposed to levying and assessing such tax or special assessment against each Unit and its appurtenant undivided interest in Common Elements, as now provided by law ("New Total Tax"), then such New Total Tax shall be paid as a Common Expense by the Association, and any taxes or special assessments which are to be so levied shall be included wherever possible in the estimated annual "Budget" (as hereinafter defined) of the Association or shall be separately levied and collected as a Special Assessment by the Association against all of the Unit Owners of all Units. Each Unit Owner shall be assessed by and shall pay to the Association a percentage of the New Total Tax equal to that Unit Owner's percentage interest in the Common Elements. In the event that any New Total Tax shall be levied, then the assessment by the Association shall separately specify and identify the portion of such assessment attributable to such New Total Tax and such portion shall be and constitute a lien prior to all mortgages and encumbrances upon any Unit and its appurtenant percentage interest in Common Elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such portion of New Total Tax had been separately levied by the taxing authority upon each Unit and its appurtenant percentage interest in Common Elements.

17.2 Personal Property Taxes.

All personal property taxes levied or assessed against personal property owned by the Association and all federal and state income taxes levied and assessed against the Association shall be paid by the Association and shall be included as a Common Expense in the Budget of the Association.

**18. OCCUPANCY AND USE RESTRICTIONS**

In order to preserve the values and amenities of the Condominium, the following provisions shall be applicable to the Condominium:

18.1 Single-Family Use.

The Units shall be used for single-family residences only (with the exception of Developer, for so long as Developer owns any Units or Other Units or any portion of the Land). This provision shall not prohibit renting the Unit on a long-term or short-term basis. No trade, business, profession or any other type of commercial activity shall be carried on in the Units, other than use of a Unit as a model or sales office (and related uses) by Developer; provided, however, a Unit Owner may use a room within a Unit as an office for conducting personal business if such personal business does not require contact in person at the Unit with customers or clientele of the Unit Owner, nor be of such a pervasive nature as to dominate the residential character of the occupancy of such Unit. Any such personal office use shall not be deemed a commercial activity in violation of this Section. Such personal business use must, nonetheless, comply with any applicable governmental regulation.

#### 18.2 Use of Common Elements and Association Property.

There shall be no obstruction, destruction or removal of the Common Elements and/or Association Property, nor shall anything be kept on, or stored on any part of the Common Elements and/or Association Property without the prior written consent of the Board, except as specifically provided herein. Except as otherwise set forth herein, there shall be no use of the roofs of the Condominium building by the Unit Owners and their Invitees. This Section shall not apply to Developer.

#### 18.3 Use of Limited Common Elements.

Use of the Limited Common Elements is restricted exclusively to the Unit Owners of the Unit to which such Limited Common Elements are assigned and said Unit Owner's Invitees. The Limited Common Elements are reserved for exclusive use, but are a part of the Common Elements, and the restrictions applicable to the Common Elements shall also apply to the Limited Common Elements.

#### 18.4 Garages and Storage Units.

Every garage (inclusive of garage bays in Garage Buildings) shall be used solely for the purpose of storing vehicles and other personal property belonging to the Unit Owner or occupant of the Unit to which such garage is a part or to which such garage is assigned as a Limited Common Element; provided, however, that sufficient space will be reserved within the each garage by the Unit Owner thereof such that an automobile may be parked therein and the Unit Owner shall park the Unit Owner's car therein if, as, and when necessary to comply with applicable laws or any rules or regulations adopted by the Board. Storage units shall be used solely for the purpose of storing personal property belonging to the Unit Owner or occupant of the Unit to which such storage area is assigned as a Limited Common Element. No contraband, controlled substance, narcotic, explosives or any flammable, odorous, noxious, corrosive, hazardous, or pollutant materials or any other goods shall be stored in a garage or storage unit which would cause danger or nuisance to the garage, storage unit, the Condominium or any Unit Owner; provided, a Unit Owner may store oils or fluids such as gasoline or kerosene as may be necessary in connection with the ordinary use of a garage or garage bay, if and as may be permitted pursuant to rules and regulations as may be promulgated by the Association. No garage or storage unit shall be used for any purpose that is unlawful or contrary to any statute,

rule, ordinance, regulation, fire code, or health code. If hazardous substances are stored, used, generated or disposed of on or in a garage or a storage unit, or if a garage or storage unit becomes contaminated in any manner for which the Unit Owner thereof is legally liable, such Unit Owner shall indemnify, defend and hold harmless the Developer, Association and Board from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses and any and all sums paid from settlement of claims, for attorneys' and paralegal fees, consultant and expert fees at all levels, arising as a result of said use or contamination by the Unit Owner or occupant.

#### 18.5 Leasing of Units, Garage Bays and Storage Units.

A Unit Owner may lease his or her Unit, garage bay and/or storage unit on such terms and conditions as such Unit Owner may determine, provided that the lessee shall be bound by all terms and conditions of the Condominium Documents. Notwithstanding anything to the contrary herein, a garage contained within the boundaries of a Unit shall not be separated in any way, by sale, lease, assignment, conveyance or otherwise, from the Unit in which the garage is a part.

Notwithstanding anything to the contrary herein, no Unit Owner may own or lease more than two (2) garage bays unless otherwise approved in writing by the Board and by the Developer for as long as the Developer owns any Unit, Other Unit or Land. No garage bay or storage unit may be leased to a person other than another Unit Owner.

A Unit Owner intending to make a transfer or sale of a Unit, any interest in a Unit, a garage bay and/or a storage unit assigned to his or her Unit as a Limited Common Element, shall give written notice to the Board of such intention within seven (7) days after execution of the (i) transfer document, or (ii) purchase and sale agreement, whichever is earlier. The Unit Owner shall furnish to the Board as part of the notice (i) the name and address of the intended grantee or assignee and (ii) such other information as the Board may reasonably require. The Unit Owner shall be responsible for any costs incurred by the Association to document in the Public Records such transfer of the Unit Owner's garage bay or storage unit, as may be required by the Condominium Documents and/or Florida law, including but not limited to recording fees, document preparation fees and attorney and paralegal fees, as applicable, which fees shall be a Benefited Assessment against the assigning Unit Owner's Unit. This Section shall not be construed to create a right of first refusal in the Association or in any third party. Notwithstanding anything to the contrary herein, no garage bay may be conveyed to a person other than another Unit Owner.

Within seven (7) days after receiving title to a Unit, the purchaser of the Unit shall give written notice to the Board of his or her ownership of the Unit. Similarly, within seven (7) days after receiving an assignment to a garage bay and/or storage unit, the assignee Unit Owner shall give written notice to the Board of such assignment. Upon failure of a Unit Owner to give the required notice within the seven (7) day time period provided herein, the Board may levy fines against the Unit and the Unit Owner thereof, and assess the Unit Owner for all costs incurred by the Association in determining his or her identity.

#### 18.6 Prohibition of Damage, Nuisance and Noise.

Without the prior written consent of the Board, nothing shall be done or kept on the Condominium Property and/or Association Property, or any part thereof, which would increase the rate of insurance on the Condominium Property and/or Association Property or any Unit or part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body or which would increase the Common Expenses.

Noxious, destructive or offensive activity shall not be carried on upon the Condominium Property. No Unit Owner may use or allow the use of his or her Unit or any portion of the Condominium Property at any time, in any way or for any purpose which may endanger the health or unreasonably annoy or disturb or cause embarrassment, discomfort or nuisance to other Unit Owners or Invitees or otherwise, in the sole opinion of the Board, constitute a nuisance or obstruct or interfere with the rights of other Unit Owners or the Association. Nothing herein, however, shall be construed to affect the rights of an aggrieved Unit Owner to proceed individually for relief from interference with his or her property or personal rights. Notwithstanding anything to the contrary herein, no Unit Owner may use or allow the use of his or her Unit, the Common Elements the Limited Common Elements Condominium Property or Association Property, in any manner which creates, between the hours of 10:00 p.m. and 7:00 a.m., noises, which can be heard by persons in another Unit that will, in the sole and absolute discretion of the Board, interfere with the rights, comfort or convenience of the other Unit Owners. This Section shall not apply to Developer.

#### 18.7 Signs.

A Unit Owner (with the exception of Developer, for so long as Developer owns any Units or Other Units or any portion of the Land) shall show no sign, advertisement or notice of any type on the Common Elements and/or Association Property in or upon his or her Unit so as to be visible from the Common Elements and/or Association Property, or any public way, except as may be previously and specifically approved in writing by the Board. Developer specifically reserves the right to place and maintain identifying or informational signs on any building located on the Condominium as well as any signs in connection with its sales activities.

#### 18.8 Animals.

No Unit Owner may keep more than a total of two (2) (in any combination) cats or dogs in his or her Unit, subject to such rules and regulations as may be adopted by the Board. A Unit Owner may also keep in his or her Unit a reasonable number of smaller generally recognized household pets such as fish, birds or hamsters, subject to such rules and regulations as may be adopted by the Board. No Unit Owner may keep any non-traditional or exotic animals, including, but not limited to, snakes, reptiles, monkeys, raccoons, rats, spiders, ferrets, squirrels, pot-bellied pigs, ornamental chickens or other poultry or livestock or game animals in his or her Unit. No Unit Owner may keep, breed or maintain any pet for any commercial purpose. All pets shall be reasonably controlled by the Unit Owner whenever outside a Unit and shall be kept in such a manner as not to become a nuisance by barking or other acts. Pets may not be kept or left unattended outdoors including on a lanai or balcony, or in a garage. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while on the Common Elements and Association Property. The owner of the pet or the Person responsible for the pet

must immediately remove any feces left upon the Common Elements, specifically including, but not limited to, feces left on Limited Common Elements.

No animals determined in the Board's sole and absolute discretion to be dangerous, may be brought onto or kept on the Condominium Property at any time. The Board may require that any pet which, in the Board's opinion, endangers the health of any Unit Owner or creates a nuisance or unreasonable disturbance, be permanently removed from the Condominium upon seven (7) days written notice. If the Unit Owner fails to do so, the Board may remove the pet at the Unit Owner's cost. Any pet which, in the Board's sole and absolute discretion, presents an immediate danger to the health, safety or property of any community member may be removed by the Board without prior notice to the pet's owner.

Any Unit Owner who keeps or maintains any pet upon the Condominium Property shall be deemed to have agreed to indemnify, defend and hold harmless the Developer, Association and Board from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses and any and all sums paid from settlement of claims, for attorneys' and paralegal fees, consultant and expert fees at all levels, arising by reason of keeping or maintaining such pet within the Condominium.

A disabled Unit Owner or Occupant may keep a service animal in his or her Unit for the benefit of a disabled Unit Owner or occupant; provided, however, that the foregoing rules related to pets shall also apply to any service animal kept or maintained within the Condominium.

#### 18.9 Clotheslines.

No clothesline or other similar device shall be allowed in any portion of the Condominium Property except within a Unit. Clotheslines within a Unit shall be concealed from view from all portions of the Condominium. Hanging items on or from the lanais/balconies is prohibited.

#### 18.10 Window Décor.

Window treatments shall consist of drapery, blinds, decorative panels or tasteful other window covering, as determined by the Board, and no newspaper, aluminum foil or other temporary window treatments are permitted, except for periods not exceeding two (2) weeks after a Unit Owner or tenant first moves into a Unit or when permanent window treatments are being cleaned or repaired. Reflective or foil window treatments are prohibited. All window treatments installed within a Unit which are visible from the exterior of the Unit shall have a white backing, unless otherwise approved in writing by the Board. Window tinting is not permitted unless expressly permitted by the Board.

#### 18.11 Removal of Sod and Shrubbery; Alteration of Drainage, etc.

Except for Developer's acts and activities with regard to the development of the Condominium, other condominium(s) or other residential real estate within Tidelands, no sod, top soil, muck, trees or shrubbery shall be removed from the Condominium Property and no change in the condition of the soil or the level of land of the Condominium Property shall be

made which would result in any permanent change in the flow or drainage of surface water within the Condominium without prior written consent of the Board.

18.12 Antenna, Aerial and Satellite Dish.

Developer reserves for itself, its successors and assignees, and grants to the Association the exclusive and perpetual right to provide and operate, or to permit others to provide and operate on the Condominium Property, such telecommunication systems (including, without limitation, cable or satellite television, community intranet, internet, and other systems for receiving, distributing, and transmitting electronic data, signals, and audio or visual communications), security systems and services, utilities, trash collection, and other systems and services, including, without limitation, conduits, wires, amplifiers, towers, antennae, and other apparatus and equipment for the operation or provision thereof (collectively, the "Community Systems and Services") as Developer, in its discretion, deems appropriate. Such right shall include, without limitation, the right to select and contract with companies licensed, if applicable, to provide such services in the vicinity of the Community, and to charge individual users a fee not to exceed the maximum allowable charge for such service, as from time to time is defined by the laws, rules, and regulations of the relevant Governmental Authority, if applicable. Developer may receive, and shall be entitled to retain, any rebate, credit, fee, or incentive relating to the installation, operation, or provision of any Community Systems and Services. Developer may require that the Association enter into agreements for the provision of Community Systems and Services to all Units as a Common Expense.

Developer and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or a portion of the Condominium.

Any rights of the Association under this Section 18.12 shall be subject to the written consent of the Developer for so long as the Developer owns any Units or Other Units or any portion of the Land.

18.13 Litter.

In order to preserve the beauty of the Condominium, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Condominium Property except in proper sized, closed plastic bags or in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Board. All containers, dumpsters and other garbage collection facilities shall be kept in a clean condition with no noxious or offensive odors emanating therefrom.

18.14 Radio Transmission.

No ham radios or radio transmission equipment shall be operated or permitted to be operated within the Condominium Property without the prior written consent of the Board.

18.15 Parking and Vehicular Restrictions.

Parking upon the Condominium Property shall be restricted to the garage(s) and designated parking areas within the Condominium Property. No parking on the streets (unless designated) is permitted. Boats, golf carts, mopeds, mobile homes, campers, recreation vehicles, trailers, and passenger vans except as provided for in this Section are not permitted to be parked in outdoor automobile spaces or anywhere on the Condominium Property or Association



Property. Each Unit Owner is prohibited from keeping, or permitting his or her Invitees to keep, more than two (2) vehicles, in the aggregate, on the Condominium Property and/or the Association Property at any time. No Unit Owner shall keep any vehicle on the Condominium Property or Association Property which is disabled or deemed to be a nuisance by the Association. No Unit Owner shall conduct repairs taking more than twenty-four (24) hours (except in an emergency) or restorations of any motor vehicle, boat, trailer, or other vehicle upon the Condominium Property or the Association Property. Motorcycles are permitted on the Condominium Property; however, they must be parked in a garage or a garage bay. No bus or tractor-trailer, any other truck larger than a full-size pickup truck or any commercial vehicle may be parked on the Condominium Property or Association Property, except temporarily as in the case of a moving van or other such vehicle necessary to provide service or delivery to a Unit Owner and with the exception of any vehicles necessary for any activity being performed by or on behalf of Developer. The Association shall have the right to authorize the towing of any vehicles which violate this Declaration or the rules and regulations of the Association, with the costs to be borne by the Unit Owner or violator. In addition, the Board shall adopt rules and regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles on the Condominium Property and the Association Property. None of the restrictions of this Section apply to Developer.

18.16 Projections.

No Unit Owner shall cause anything to project out of any window or door or beyond any balcony/lanai except as may be approved in writing by the Association.

18.17 Condition of Units.

Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors or windows thereof any dirt or other substances.

18.18 Hurricane Season.

Each Unit Owner who plans to be absent from his or her Unit during the hurricane season must prepare his or her Unit prior to their departure by removing all furniture, potted plants and other movable objects, if any, from the lanai or balcony and by designating a responsible firm or individual satisfactory to the Association to care for his or her Unit should the Unit suffer hurricane damage. Since the windows of the Units are constructed of wind resistant materials, Unit Owners are prohibited from installing hurricane shutters.

18.19 Structural Modifications.

A Unit Owner, other than Developer, may not make or cause to be made any structural modifications to his or her Unit and/or the Condominium Property without the Board's prior written consent.

18.20 Tree Removal.

Developer makes no warranty or guarantee to Unit Owners that any or all of the existing trees will remain and/or survive. Developer is not responsible nor is Developer required to replace or remove any trees in the event that the trees do not survive; any expenses associated therewith shall be a Common Expense. After the construction of the Condominium no trees shall be removed except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the Board and Developer, if Developer owns any Units or Other Units or any portion of the Land.

18.21 Board's Rule-Making Power.

The Association, through its Board, may, from time to time, promulgate such other rules and regulations with respect to the Condominium as it determines to be in the best interests of the Condominium and the Unit Owners. The Board may promulgate, modify, alter, amend or rescind such rules and regulations provided such promulgation, modifications, alterations and amendments (i) are consistent with the use covenants set forth in the Condominium Documents; (ii) apply equally to all Unit Owners without discriminating on the basis of whether a Unit is occupied by a Unit Owner or his or her Invitee; and (iii) in Developer's opinion, for so long as Developer owns any Units or Other Units or any portion of the Land, would not be detrimental to the sales of Units by Developer.

18.22 Garage Sales.

Garage sales, yard sales, flea markets, or similar activities are prohibited.

18.23 Firearms and Fireworks.

The display or discharge of firearms or fireworks on the Common Elements and the discharge of firearms or fireworks within any Unit is prohibited; provided, however, that the display of lawful firearms on the Common Elements is permitted for the limited purpose of transporting the firearms across the Common Elements and/or Association Property to or from a Unit. The term "firearms" includes "BB" guns, pellet guns and other firearms of all types, regardless of size, but does not include replicas or toys (including water guns) incapable of firing a projectile (with the exception of water).

18.24 Grills.

Grills, including but not limited to charcoal and gas grills, are prohibited on the Condominium Property. The use of grills on Association Property shall be prohibited except in such areas as may be designated by the Board from time to time pursuant to rules and regulations as may be adopted by the Board.

18.25 Limitations.

Notwithstanding any other rule, regulation, or restriction to the contrary herein contained, the Board shall make reasonable accommodations in the rules, regulations or restrictions, if such accommodations may be necessary to afford a handicapped person equal opportunity to use and

enjoy the Condominium Property in accordance with the Americans with Disabilities Act of 1991 and any other applicable federal, state or local law.

18.26 Additional Restrictions.

For additional restrictions which are applicable to the Unit Owners as respects the Joint Use Areas, please refer to the Cost Sharing Declaration. The Cost Sharing Declaration contains use rights and allocation of costs and expenses for the Joint Use Areas and rules and restrictions with respect to the use of the Joint Use Areas, all of which are binding on Unit Owners and their Invitees. For additional restrictions which are applicable to the Unit Owners with respect to the Club and Club Facilities, please refer to the Club Documents. The Club Documents contain use rights and allocation of costs and expenses for the Club Facilities and rules and restrictions governing the use of the Club Facilities, all of which are binding on Unit Owners and their Invitees.

**19. MAINTENANCE AND REPAIR PROVISIONS**

19.1 By Unit Owners.

19.1.1 Maintenance and Repair. Each Unit Owner shall, except as otherwise expressly provided in this Declaration, maintain in good condition and repair, all portions of his or her Unit and Limited Common Elements and shall maintain in good condition, repair and replace, at his or her expense, the following equipment or fixtures if located within his or her Unit, on the Limited Common Elements assigned to his or her Unit or otherwise serving only his or her Unit: electrical fixtures, plumbing, appliances, air conditioning or heating equipment, water heaters, built-in cabinets, all window panes, all interior surfaces within his or her Unit (such as the surfaces of the walls, ceilings and floors), all exterior doors including casings and hardware therefor; and shall pay for any utilities which are separately metered to his or her Unit. In addition to and not in limitation of the foregoing, each Unit Owner shall maintain in good condition, repair and replace at his or her own expense any garage door opener, and damage to the interior of the garage and/or storage unit assigned to such Unit Owner's Unit (if any), and any damage to the garage door due to Owner's negligence or misuse. Every Unit Owner must perform promptly all maintenance and repair work within his or her Unit, garage bay, and/or storage unit as aforesaid, which if not performed would affect the Condominium Property and/or Association Property or a Unit belonging to another Unit Owner. Each Unit Owner shall be expressly responsible for the damages and liabilities that his or her failure to perform his or her above mentioned responsibilities may engender. Said Unit, garage bay and storage unit shall be maintained and repaired in accordance with the building plans and specifications utilized by Developer, copies of which are to be on file in the office of the Association, except for changes or alterations approved by the Board as provided in this Declaration.

19.1.2 Controlling Moisture. Controlling moisture is vital to minimizing mold growth indoors. Moisture can occur not only from water intrusion (plumbing leaks, rain, groundwater, appliances, etc.), but also from indoor relative humidity. Unit Owners must regularly inspect their Units for plumbing leaks, water accumulation near the foundation (after rainfall or lawn watering) water intrusion through windows, doors and roofs or any signs of

mold. Each Unit Owner is required to perform regular maintenance and inspections of their Unit and HVAC system to prevent problems before they start. These include but are not limited to:

A. Vacuum dust and clean your Unit regularly. Use mold-killing products while cleaning bathrooms.

B. Use air-conditioners and dehumidifiers, especially in hot, humid weather. **It is important to run your air conditioner/heating units even when you are not staying in your Unit.** Clean dehumidifiers often. Empty them frequently or have the appliance drip directly into a drain.

C. Vent clothes dryers to the outside. Check and clean vents frequently.

D. Remove visible moisture accumulations on windows, windowsills, walls, floors, ceilings and other surfaces as soon as reasonably possible. Such condensation is a normal occurrence and is the responsibility of the Unit Owner to address.

E. Do not block or cover HVAC registers or grilles. Clean them frequently.

F. Use exhaust fans whenever cooking, dishwashing, showering and cleaning.

G. Keep attics and crawl spaces ventilated and insulated.

H. Clean refrigerator drip pans regularly according to manufacturer's instructions. If refrigerator and freezer doors don't seal properly, moisture may build up and mold can grow there. Remove any mold on door gaskets and replace faulty gaskets.

I. To control condensation on windows, you may consider raising the window blind 4-6 inches to allow conditioned air to flow inside the cavity between the window and the blind. Such condensation is a normal occurrence and is the responsibility of the Unit Owner to address.

Unit Owners are also required to promptly report to the Association and to Developer any evidence of water leaks; water infiltration; excessive moisture or mold; failure or malfunctioning of HVAC systems, windows or doors; both within their Unit and in the Common Elements and/or Association Property.

19.1.3 Alterations. No Unit Owner shall make any alterations in the Building or the Common Elements which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of any portion of the Condominium Property and/or Association Property or which, in the sole opinion of the Board, would detrimentally affect the architectural design of the Condominium without first obtaining the written consent of the Board. Notwithstanding the foregoing, nothing contained herein shall prohibit a Unit Owner from combining one or more Units with the prior written consent of the Board.

19.1.4 Painting and Board Approval. No Unit Owner shall paint, refurbish, stain, alter, decorate, repair, replace or change the Common Elements or any outside or exterior portion of the Condominium maintained by the Association, including lanais/balconies, doors or window frames (except for replacing window panes), etc. No Unit Owner shall have any exterior lighting fixtures, mail boxes, window screens, screen doors, awnings, hurricane shutters, hardware or similar items installed without first obtaining specific written approval of the Board. The Board shall not grant approval if, in its opinion, among other things the effect of any of the items mentioned herein will be unsightly as to the portion of the Building maintained by the Association or affect safety or integrity of the Building and unless such items substantially conform to the architectural design of the Building and the design of any such items which have previously been installed at the time the Board approval is requested.

19.1.5 Duty to Report. Each Unit Owner shall promptly report to the Association or its agents any defect or need for repairs on the Condominium Property and/or Association Property or other portions of Tidelands, the responsibility for the remedying of which is that of the Association.

19.1.6 Use of Licensed Contractors. No Unit Owner shall have repairs made to any Unit or component thereof, except by licensed contractors. The Board reserves the right to require that all such contractors be authorized by the Board in writing to do such work. If any repair or alteration is to be made in any Common Elements, the Board shall approve all such work in writing before the work is deemed complete. The provisions as to the use of a licensed contractor shall not be applicable to Developer. Repairs within a Unit shall be the financial obligation of the Unit Owner, unless such repairs are made in a Unit to Common Elements in which event such costs shall be a Benefited assessment allocated equally among the Unit Owners of the Units serviced by such.

19.1.7 Access by Association. Each Unit Owner hereby authorizes the Association access to his or her Unit, garage bay and storage unit from time to time during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements and/or Association Property or for making emergency repairs therein necessary to prevent damage to the Common Elements and/or Association Property or to another Unit, garage or storage unit. In the event access to a Limited Common Element is through a Unit other than the Unit it serves, the Association shall, at the request of the Unit Owner to whose Unit such Limited Common Element is appurtenant, exercise its easement rights hereunder to maintain, repair or replace such Limited Common Element and the expense for such maintenance, repair or replacement shall be assessed to the responsible Unit Owner as a Benefited Assessment.

19.1.8 Air-Conditioning. Air-conditioning units and service lines regarding any such air conditioning units which serve only one (1) Unit shall be maintained, replaced or repaired by the Unit Owner whose Unit is serviced by the air conditioning unit by licensed air conditioning contractors authorized to do such work by the Board; provided, however, that if any repair or alteration is to be made in any Common Elements and/or Association Property, the Board shall approve all such work.

19.1.9 Liability for Actions. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement of any real or personal property rendered necessary by his or

her act, negligence or carelessness, or by that of his or her Invitees (normal wear and tear excepted). Such liability shall include the cost of repairing broken windows. A Unit Owner shall also be liable for any personal injuries caused by his or her negligent acts or those of his or her Invitees. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

## 19.2 By the Association

19.2.1 Improvements. Notwithstanding anything to the contrary contained in this Declaration, the Association, not Unit Owners, shall repair, maintain and replace any and all improvements and facilities comprising the Common Elements and such other portions of the Condominium Property, not including the Units, not specifically otherwise set forth herein as being the responsibility of the Unit Owners, and the costs associated therewith shall be a Common Expense, except that any damage to the Common Elements and/or the Condominium Property or the Association Property caused by a Unit Owner's (or its Invitees) negligence or misuse shall be charged to such Unit Owner as a Benefited Assessment, as otherwise provided herein. Maintenance includes, but is not limited to, the following: cleanup, landscape care and replacement, lawn care, services related to drainage areas, painting, structural upkeep, repair and replacement of sidewalks, parking areas and drives, as such activities may apply to the areas of the Condominium Property for which maintenance of is the Association's responsibility. The Association shall maintain and repair all exterior walls of the Condominium (including, without limitation, the Garage Buildings inclusive of garage doors therein), including, without limitation the exterior walls of the Buildings contained within lanais/balconies.

19.2.2 Utilities. Notwithstanding anything to the contrary contained in this Declaration, the Association and not Unit Owners shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of any and all utility services including, without limitation, cable television, solid waste removal, the operation of any drainage system (as described below) and the maintenance of the sanitary water and sewer service laterals leading to the Buildings in the Condominium and any other Tidelands condominiums if such water and sewer lines are not maintained by the appropriate utility company, but excluding therefrom appliances, wiring, plumbing fixtures and other facilities within a Unit. The Association shall also be responsible for water utility charges which may be commonly or individually metered.

The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Storm Water Management System. Maintenance of the Surface Water or Storm Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or Storm Water Management System shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

19.2.3 Compliance with Regulations of Public Bodies. The Association shall have the authority to perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the same in order to comply with sanitary requirements, fire

hazard requirements, zoning requirements, setback requirements, drainage requirements and other similar requirements designed to protect the public.

19.2.4 Maintenance of Property Adjacent to Condominium Property and/or Association Property. If the Association is permitted by the owner of property adjacent to the Condominium Property and/or Association Property, or the governmental authority responsible for maintaining the same, to provide additional maintenance for such adjacent property and the Board elects to do so in order to enhance the overall appearance of the Condominium, then the expense thereof shall be a Common Expense.

19.2.5 Maintenance of Joint Use Areas. The Association shall maintain the Joint Use Areas in accordance with the Cost Sharing Declaration as such may be amended from time to time. The cost of maintaining the Joint Use Area allocated to the Association pursuant to the Cost Sharing Declaration shall be assessed to the Unit Owners as a Common Expense.

### 19.3 Developer's Warranties.

Notwithstanding anything contained in this Article to the contrary, each Unit Owner acknowledges and agrees that Developer shall be irreparably harmed if a Unit Owner undertakes the repair, replacement and/or adjustment of any defective portion of a Unit, a Building, a Garage Building, a garage bay, a storage unit, the Common Elements or any other real or personal property constituting the Condominium Property during the time in which Developer is liable under any warranties in connection with the sale of any Unit. Accordingly, each Unit Owner hereby agrees (i) to promptly, upon such Unit Owner's knowledge of the existence of any such defective portion, provide written notice to Developer specifying each such defective portion, upon the receipt of which Developer shall have ninety (90) days ("Repair Period") to commence the repair or replacement of such defective portion and diligently pursue the completion thereof; and (ii) not to repair, replace or otherwise adjust any such defective portion during the Repair Period; provided, however, that if Developer fails to commence the repair or replacement of such defective portion within the Repair Period, such Unit Owner may repair or replace same. If any Unit Owner fails to comply with the provisions of this Section, such Unit Owner will be deemed to have breached his or her obligation to mitigate damages and such Unit Owner's conduct shall constitute an aggravation of damages.

### 19.4 Alterations and Improvements.

The Association shall have the right to make, or cause to be made, structural changes and improvements of the Common Elements which are approved by the Board and which do not prejudice the rights of any Unit Owner or any Mortgagee. In the event such changes or improvements prejudice the rights of a Unit Owner or Mortgagee, the consent of such Unit Owner or Mortgagee so prejudiced shall be required before such changes or improvements may be made or caused. In any event, approval of the Board shall be submitted for ratification by the affirmative vote of the Unit Owners of two-thirds (2/3) of the Units if the cost of the same shall be a Common Expense which shall exceed One Thousand Dollars (\$1,000) per Unit. The cost of such alterations and improvements shall be assessed among the Unit Owners as a Common Expense. The Association shall also have the right to make or cause to be made, structural changes and improvements of the Association Property. For so long as Developer owns any

Units or Other Units or any portion of the Land, or has any warranty obligations, any such structural changes or modifications shall require Developer's written consent.

**20. ASSESSMENTS FOR COMMON EXPENSES; ESTABLISHMENT AND ENFORCEMENT OF LIENS**

**20.1 Affirmative Covenant to Pay Common Expenses.**

In order to (i) fulfill the covenants contained in this Declaration; (ii) provide for maintenance and preservation of the Common Elements for the recreation, safety, welfare, and benefit of Unit Owners, their invitees, guests, family members and lessees, subject to the terms of this Declaration; (iii) provide for maintenance and preservation of the services and amenities provided for herein; and (iv) to provide for proportionate share of maintenance and operation of the Association Property that is the Joint Use Areas under the Cost Sharing Declaration, there is hereby imposed upon the Units and the Unit Owners thereof the affirmative covenant and obligation to pay the Assessments including, but not limited to, the Annual Assessments. Each Unit Owner, by acceptance of a deed or other instrument of conveyance for a Unit, whether or not it shall be so expressed in any such deed or instrument, shall be so obligated and agrees to pay to the Association all Assessments determined in accordance with the provisions of this Declaration and all of the covenants set forth herein shall run with the Condominium Property and each Unit therein.

**20.2 Lien.**

The Annual Assessment and Special Assessments, as determined in accordance with Article 21 hereof, together with Interest thereon and costs of collection thereof, including Legal Fees as hereinafter provided, are, pursuant to the Act, subject to a lien right on behalf of the Association to secure payment thereof and such Assessments are hereby declared to be a charge on each Unit and shall be a continuing lien upon the Unit against which each such Assessment is made. Each Assessment against a Unit together with Interest thereon and costs of collection thereof, including Legal Fees, shall be the personal obligation of the person, persons, entity and/or entities owning the Unit so assessed. The Association's statutory lien for Assessments shall be effective only from and after the time of recordation in the Public Records of the County of a written acknowledged statement by the Association, as of the date the statement is signed setting forth the description of the Condominium Parcel, the name of the record owner, the name and address of the Association, the amount due to the Association and the due dates. Upon full payment of all sums secured by such lien or liens, the party making payment shall be entitled to a recordable satisfaction of the statement of lien.

**20.2.1 Mortgagees.** A Mortgagee or other person who obtains title to a Unit by foreclosure of a first mortgage, or Mortgagee who obtains title to a Unit by deed in lieu of foreclosure of a first mortgage, shall be liable for the unpaid Assessments that became due prior to such acquisition of title to the extent required by Section 718.116, Florida Statutes as it exists at the time of recording this Declaration in the Public Records of the County. Assessments which are not due from such Mortgagee shall become a Common Expense collectible from all Unit Owners pursuant to Article 22 hereof.



### 20.3 Enforcement.

In the event that any Unit Owner shall fail to pay any Annual Assessment, or installment thereof, or any Special Assessment, or installment thereof or any Benefited Assessment, or installment thereof, charged to his or her Unit within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have the following remedies, which are cumulative:

A. to advance, on behalf of the Unit Owner in default, funds to accomplish the needs of the Association; provided that: (i) the amount or amounts of monies so advanced, including Legal Fees and expenses which have been reasonably incurred because of or in connection with such payments, together with Interest thereon, may thereupon be collected by the Association; and (ii) such advance by the Association shall not waive the default of the Owner in failing to make its payments;

B. to accelerate the entire amount of any Assessments for the remainder of the budget year in accordance with the provisions of the Act and rules set forth in the Florida Administrative Code promulgated by the Division of Florida Land Sales, Condominiums and Mobile Homes;

C. to suspend any Unit Owner's (including his or her Licensees) right to use any recreational facilities within the Association Property; provided however, nothing herein shall authorize the Board to limit ingress or egress to or from a Unit;

D. to file an action in equity to foreclose its lien at any time after the effective date thereof or an action in the name of the Association in like manner as a foreclosure of a mortgage on real property; and

E. to file an action at law to collect the amount owing plus Interest and Legal Fees without waiving its lien rights and its right of foreclosure.

In addition, the Board, may elect to enforce any provision of the Condominium Documents by exercising self-help, specifically including, but not limited to, the towing of vehicles that are in violation of parking rules, the removal of pets that are in violation of pet rules or the correction of any maintenance, construction or other violation to the Condominium Documents (without the necessity of compliance with procedures set forth in the Bylaws). The Association may levy a Benefited Assessment to cover all costs incurred in bringing a Unit into compliance with the terms of the Condominium Document.

The Association shall not be obligated to take action or enforce any covenant, restriction or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law or in any case in which the Board reasonably determines not to take enforcement action. Any such determination shall not be construed to be a waiver of the right of the Association to enforce such provision under any circumstances or prevent the Association from enforcing any other covenant, restriction or rule.

20.4 Association Property.

To the extent authorized under the Cost Sharing Declaration, the Association shall exercise its authority to impose and enforce assessments in the same manner as set forth under this Declaration for the imposition of Assessments.

**21. METHOD OF DETERMINING, ASSESSING AND COLLECTING ASSESSMENTS**

The Assessments as hereinafter set forth and described shall be assessed to and collected from Unit Owners on the following basis:

21.1 Determining Annual Assessment.

21.1.1 Expenses. The total anticipated Common Expenses for each calendar year shall be set forth in a schedule to the Budget of the Association which shall be prepared by the Board as described in the Articles and Bylaws. The total anticipated Common Expenses shall be that sum necessary for the maintenance and operation of the Condominium and the proportionate share of the Joint Use Areas allocated to the Association pursuant to the Cost Sharing Declaration and such expenses shall be allocated to the Units as a Common Expense, which allocated sum shall be assessed as the Annual Assessment. The Annual Assessment may be adjusted monthly in the instance where the Board determines that the estimated Common Expenses are insufficient to meet the actual Common Expenses being incurred, in which event the anticipated Common Expenses for the remaining months may be increased accordingly in calculating the Annual Assessment.

21.1.2 Assessment Payment. The Annual Assessment shall be payable monthly in advance on the first day of each month of a calendar year. The Association may at any time require the Unit Owners to maintain a minimum balance on deposit with the Association to cover future installments of Assessments. The amount of such deposit shall not exceed one-quarter (1/4) of the then current Annual Assessment for the Unit.

21.2 Developer's Guarantee.

Developer guarantees that assessments will not exceed the amounts set forth below for each of the periods listed (each a "Guarantee Period for Common Expenses"). From the recording of this Declaration until December 31, 2006, Developer guarantees that assessments for Common Expenses of the Association will not exceed Four Hundred Dollars (\$400.00) per Unit per month (the "Guarantee for Common Expenses"); from January 1, 2007 to December 31, 2007, that the Guarantee for Common Expenses will not exceed Four Hundred Sixty Dollars (\$460.00) per Unit per month and that Developer will pay the difference, if any, between the Common Expenses incurred by the Association during each Guarantee Period for Common Expenses and the amounts assessed as Guarantee for Common Expenses against a Unit during each Guarantee Period for Common Expenses. Thus, during each Guarantee Period for Common Expenses, Unit Owners shall not be obligated to pay Assessments other than the Guarantee for Common Expenses applicable to such Guarantee Period for Common Expenses. However, the Guarantee for Common Expenses shall terminate on the earlier of (a) December 31, 2007, or (b) the date of the Majority Election Meeting (as such term is defined in the

Articles). Developer's guarantee is made in accordance with the provisions of Section 718.116(9)(a)(2) of the Act.

### 21.3 Special Assessments.

In addition to the Annual Assessment, Unit Owners shall be obligated to pay such Special Assessments as shall be levied by the Board in accordance with the Bylaws against their Unit either as a result of (i) extraordinary items of expense (including without limitation, expenses allocated to the Association pursuant to the Cost Sharing Declaration); (ii) the failure or refusal of other Unit Owners to pay their Annual Assessment; or (iii) such other reason or basis determined by the Board which is not inconsistent with the terms of the Condominium Documents or the Act.

### 21.4 Benefited Assessments.

The Board shall have the power to specifically assess expenses of the Association against Units (a) receiving benefits, items or services not provided to all Units within the Condominium that are incurred for specific items or services relating to the Unit, or (b) that are incurred as a consequence of the conduct of less than all Unit Owners (or, their Invitees). The Association may also levy against or specifically assess any Unit to reimburse the Association for costs incurred in bringing the Unit into compliance with this Declaration. The Board may also levy Benefited Assessments against Component Owners to pay for the Component Owner's share of the expenses for the operation, maintenance, repair, replacement and insurance of a Private Amenity, if the Private Amenity is constructed and conveyed, in whole or in part, to the Association as Association Property and use of the Private Amenity or portion thereof is restricted to Component Owners.

### 21.5 Working Fund Contribution.

Each Unit Owner who purchases a Unit from Developer shall pay to the Association at the time legal title is conveyed to such Unit Owner a "Working Fund Contribution" in an amount equal to two (2) months share of the Annual Assessment in effect at the time of acquisition of the Unit. Payment of a the Working Fund Contribution shall be in addition to and not in lieu of regular Annual Assessments that are due and shall not be considered an advance payment of such assessment.

## **22. COMMON EXPENSES**

In addition to those items specifically designated as Common Expenses elsewhere in this Declaration, the following expenses are declared to be Common Expenses of the Condominium which each Unit Owner is obligated to pay to the Association as provided in this Declaration and the Condominium Documents.

### 22.1 Taxes.

Any and all taxes levied or assessed at any and all times by any and all taxing authorities including all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments and water drainage districts, and in general all taxes and tax

liens which may be assessed against the Common Elements, Condominium Property and/or Association Property and against any and all personal property and improvements, which are now or which hereafter may be a portion thereof to be placed thereon, including, without limitation, any interest, penalties and other charges which may accrue thereon shall, as appropriate, be considered Common Expenses.

#### 22.2 Utility Charges.

All charges levied for utilities providing services for the Common Elements, Condominium Property and/or Association Property, whether they are supplied by a private or public firm shall, as appropriate, be considered Common Expenses. It is contemplated that this obligation will include all charges for water, gas, electricity, telephone, cable television, solid waste removal, sewer and any other type of utility or any other type of service charge incurred in connection with the Condominium Property, the Common Elements and/or Association Property. It is contemplated that there will be multiple meters for water and sewer lines to each Building or group of Buildings. All charges related to such lines shall be a Common Expense.

#### 22.3 Joint Use Areas.

All costs and expenses associated with the Joint Use Areas shall be allocated to the Association pursuant the Cost Sharing Declaration.

#### 22.4 Insurance.

The premiums on any policy or policies of insurance required to be maintained under this Declaration and the premiums on any policy or policies the Board determines to maintain on the Condominium Property and/or Association Property, or specifically related to the Condominium Property and/or Association Property, even if not required to be maintained by the specific terms of this Declaration or the Cost Sharing Declaration, as applicable, shall be Common Expenses, commencing with the recordation of this Declaration and even before such property is owned by the Association.

#### 22.5 Destruction of Buildings or Improvements.

Any sums necessary to repair or replace, construct or reconstruct damages caused by the destruction of any building or structure upon the Common Elements and/or Association Property, or any property owned or to be owned by the Association as contemplated by this Declaration, by fire, windstorm, flood or other casualty regardless of whether or not the same is covered in whole or in part by insurance, including all amounts required to be deducted from any proceeds received by the Association from an insurer pursuant to a deductible clause in the applicable insurance agreement, shall be Common Expenses or if Joint Use Area, shall be allocated pursuant to the Cost Sharing Declaration. In the event insurance money shall be payable, such insurance money shall be paid to the Association, which shall open an account with a banking institution doing business in the County, for the purpose of providing a fund for the repair and reconstruction of the damage. The Association shall pay into such account, either in addition to the insurance proceeds, or independently in the event there are no insurance proceeds, such sums as may be necessary so that the funds on deposit will equal the costs of repair and reconstruction of the damage or destruction. The sums necessary to pay for the

damage or destruction as herein contemplated shall be considered Common Expenses, but shall be raised by the Association under the provisions for Special Assessments as provided in Section 21.3 of this Declaration and, if Joint Use Area, in accordance with Cost Sharing Declaration. The Association agrees that it will levy Special Assessments to provide the funds for the cost of reconstruction or construction within ninety (90) days from the date the insurance award determination is received and shall go forward with all deliberate speed so that the construction or reconstruction, repair or replacement, shall be completed, if practicable, within nine (9) months from the date of damage.

#### 22.6 Maintenance, Repair and Replacements.

Common Expenses shall include all expenses necessary and/or appropriate to keep and maintain, repair and replace any and all Buildings, Garage Building, improvements, the Surface Water or Storm Water Management System (including but not limited to work within retention areas, drainage structures and drainage easements), personal property and furniture, fixtures and equipment of the Association upon the Common Elements and/or Association Property in a manner consistent with the Community-Wide Standard and the development of the Condominium and in accordance with the covenants and restrictions contained herein and with all orders, ordinances, rulings and regulations of any and all federal, state and city governments having jurisdiction thereover including the statutes and laws of the State of Florida and the United States. This shall include any expenses attributable to the maintenance and repair and replacement of pumps or other equipment, if any, located upon or servicing the Condominium Property and/or Association Property pursuant to agreements between the Association and utility corporations. Any expenses for replacements which would not be in the nature of normal repair and maintenance shall be the subject of a Special Assessment as provided in Section 21.3 of this Declaration and, if Joint Use Area, pursuant to the Cost Sharing Declaration.

#### 22.7 Administrative and Operational Expenses.

The costs of administration of the Association including, but not limited to, any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association as to the Condominium shall be deemed to be Common Expenses. In addition, it is contemplated that the Association may retain a management company or companies or contractors (any of which management companies or contractors may be, but are not required to be, a subsidiary, affiliate or an otherwise related entity of Developer) to assist in the operation of the Condominium Property and/or Association Property, and carrying out the obligations of the Association hereunder. The fees or costs of this or any other management company or contractors so retained shall be deemed to be part of the Common Expenses hereunder as will fees which may be required to be paid to the Division of Florida Land Sales, Condominiums and Mobile Homes from time to time.

#### 22.8 Failure or Refusal of Unit Owners to Pay Annual Assessments.

Funds needed for Common Expenses due to the failure or refusal of Unit Owners to pay their Annual Assessments levied or due to the failure or refusal of owners in Tideland to pay any amounts due and payable under the Cost Sharing Declaration shall, themselves, be deemed to be Common Expenses and the subject of an Assessment.

22.9 Extraordinary Items.

Extraordinary items of expense under this Declaration such as expenses due to casualty losses and other extraordinary circumstances shall be the subject of a Special Assessment.

22.10 Costs of Reserves.

The funds necessary to establish an adequate reserve fund ("Reserves") for periodic maintenance, repair and replacement of the Common Elements and/or Association Property, and the facilities and improvements thereupon in amounts determined sufficient and appropriate by the Board from time to time shall be a Common Expense allocated pursuant to this Declaration; provided amounts applicable to Joint Use Area shall be allocated pursuant to the Cost Sharing Declaration. Reserves shall be levied, assessed and/or waived in accordance with the Act. The Reserves shall be deposited in a separate account to provide such funds and reserves. The monies collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association and no Unit Owner shall have any interest, claim or right to such Reserves or any fund composed of same.

22.11 Miscellaneous Expenses.

Common Expenses shall include the cost of all items of costs or expense pertaining to or for the benefit of the Association or the Common Elements and/or Association Property (pursuant to the Cost Sharing Declaration) or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Common Expense by the Board.

22.12 Indemnification.

The Association covenants and agrees that it will indemnify, defend and hold harmless Developer and the members of the Board from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life, and/or damage to property sustained in or about the Condominium Property and/or Association Property or the appurtenances thereto and from and against all costs, Legal Fees, expenses and liabilities incurred in and or in connection with any such claim, the investigation thereof or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein. Included in the foregoing provisions of indemnification are any expenses that Developer may incur in bringing suit for the purpose of compelling the specific enforcement of the provisions, conditions and covenants contained in this Declaration to be kept and performed by the Association.

22.13 Compliance with Laws.

The Association shall take such action as it determines necessary or appropriate in order for the Common Elements and Association Property to be in compliance with all applicable laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, including, without limitation, any regulations regarding zoning requirements, setback requirements, drainage requirements, sanitary conditions and fire hazards, and the cost and expense of such action taken by the Association shall be a Common Expense.

#### 22.14 Matters of Special Assessments Generally.

Amounts needed for capital improvements, as hereinbefore set forth, or for other purposes or reasons as determined by the Board to be the subject of a Special Assessment which are not inconsistent with the terms of any of the Condominium Documents must also be approved by a majority vote of the Unit Owners at any meeting of members of the Association having a quorum, except that no such approval need be obtained for a Special Assessment for the replacement or repair of a previously existing improvements on or to the Condominium Property and/or Association Property, which was destroyed or damaged or has worn out, it being recognized that the sums needed for such capital expenditure shall be the subject of a Special Assessment.

### 23. PROVISIONS RELATING TO PROHIBITION OF FURTHER SUBDIVISION

#### 23.1 Subdivision.

Except regarding such rights as may be granted by Developer hereunder, the space within any of the Units and Common Elements shall not be further subdivided. No timeshare units may be created in any portion of the Condominium Property. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any Unit shall be deemed to describe the entire Unit owned by the person executing such instrument and the interest in the Common Elements appurtenant thereto.

#### 23.2 Restraint Upon Separation and Partition of Common Elements.

The provisions of Section 718.107 of the Act are specifically incorporated into this Declaration.

### 24. PROVISIONS RELATING TO SEVERABILITY

If any provision of this Declaration, any of the other Condominium Documents or the Act is held invalid, the validity of the remainder of this Declaration, the Condominium Documents and the Act shall not be affected.

### 25. PROVISIONS RELATING TO INTERPRETATION

#### 25.1 Titles.

Article, Section and subparagraph titles in this Declaration are intended only for convenience and for ease of reference, and in no way do such titles define, limit or in any way affect this Declaration or the meaning or contents of any material contained herein.

#### 25.2 Gender.

Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

**25.3 Rule Against Perpetuities.**

In the event any court should hereafter determine any provisions as originally drafted herein in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, "measuring lives" shall be that of the incorporator of the Association.

**26. PROVISIONS CONTAINING REMEDIES FOR VIOLATION**

Each Unit Owner shall be governed by and shall comply with the Act, all of the Condominium Documents and the Cost Sharing Declaration, as such Condominium Documents and/or the Cost Sharing Declaration may be amended and supplemented from time to time. Failure to do so shall entitle the Association, any Unit Owner or any Mortgagee holding a mortgage on any portion of the Condominium Property to either sue for injunctive relief, for damages or for both, and such parties shall have all other rights and remedies which may be available at law or in equity. The failure to enforce promptly any of the provisions of the Condominium Documents shall not bar their subsequent enforcement. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Condominium Documents, the prevailing party shall be entitled to recover the costs of the proceeding and Legal Fees. The failure of the Board to object to Unit Owners' or other parties' failure to comply with covenants or restrictions contained herein or in any of the other Condominium Documents and/or the Cost Sharing Declaration (including, without limitation, the rules and regulations promulgated by the Board) now or hereafter promulgated shall in no event be deemed to be a waiver by the Board or of any other party having an interest therein of its rights to object to same and to seek compliance therewith in accordance with the provisions of the Condominium Documents.

**27. PROVISIONS FOR ALTERATIONS OF UNITS BY DEVELOPER**

**27.1 Developer's Reserved Right.**

Developer reserves the right to alter, change or modify the interior design and arrangement of all Units and to nonmaterially alter the boundaries between the Units as long as Developer owns the Units so altered (which alterations in Developer's Units are hereinafter referred to as the "Alterations"). Any material Alterations to the boundaries shall require the majority approval of the Voting Interests in the Condominium.

**27.2 Alterations Amendment.**

Any Alterations which will alter the boundaries of existing Common Elements of this Condominium other than interior walls abutting Units owned by Developer and the Common Elements therein and not including proposed Common Elements of any Subsequent Phase not then submitted to condominium ownership will first require an amendment to this Declaration in the manner provided in Article 28 hereof.



In the event Alterations do not require an amendment in accordance with the above provisions, then, as long as Developer owns the Units being affected, an amendment of this Declaration shall be filed by Developer ("Developer's Amendment") in accordance with the provisions of this Section. Such Developer's Amendment need be signed and acknowledged only by Developer and need not be approved by the Association, Unit Owners or lienors or mortgagees of the Units, whether or not such approvals are elsewhere required for an amendment of this Declaration; provided, however, if the amendment is material, then the consent of a majority of the Unit Owners is also required.

## **28. PROVISIONS FOR AMENDMENTS TO DECLARATION**

### **28.1 General Procedure.**

Except as to the amendment described in Section 27.2 hereof, and the matters described in Sections 28.2, 28.3, 28.4, 28.5 and 28.6 below, and except when a greater percentage vote is required by this Declaration for a certain action (in which case such greater percentage shall also be required to effect an amendment) (e.g., Section 12.2 herein), this Declaration may be amended at any regular or special meeting of the Unit Owners called and held in accordance with the Bylaws, by the affirmative vote of not less than two-thirds (2/3) of the Unit Owners; provided that any amendment shall also be approved or ratified by a majority of the Board as a whole. An amendment to this Declaration shall be executed by the Association and recorded in accordance with the Act. A true copy of such amendment shall be sent by certified mail by the Association to Developer and to all Mortgagees ("Mailing"). The amendment shall become effective upon its recording in the Public Records.

### **28.2 Material Alteration.**

Except as otherwise provided in this Declaration, no amendment of this Declaration shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to such Unit, change the method by which the Unit Owner shares the Common Expenses and owns the Common Surplus and Common Elements or the Unit's voting rights in the Association, unless (i) the record owner of the Unit and all record owners of liens on the Unit join in the execution of the amendment; and (ii) all the record owners of all other Units approve the amendment. Any such amendments shall be evidenced by an amendment joined in and executed by all the Unit Owners and all Mortgagees holding mortgages thereon and shall be recorded in the same manner as provided in Section 28.1; provided, however, no amendment to this Declaration shall change the method of determining Annual Assessments unless approved in writing by the Mortgagees holding mortgages encumbering two-thirds (2/3) of the Units encumbered by mortgages held by Mortgagees. In addition, for so long as Developer owns any Units or Other Units or any portion of the Land, any such amendment shall also require the written consent of Developer.

### **28.3 Defect, Error or Omission.**

If there is an omission or error in this Declaration or in any other document required by law to establish the Condominium, the Association may correct the error or omission by an amendment to this Declaration approved by the Board or a majority of the Unit Owners. A true

copy of such amendment shall be sent in conformance with the Mailing. The amendment shall become effective upon the recording of the certificate in the Public Records. In addition, for so long as Developer owns any Units or Other Units or any portion of the Additional Property upon which they can be built, any such amendment shall also require the written consent of Developer.

28.4 Rights of Developer, the Association and Mortgagees.

No amendment shall be passed which shall impair or prejudice the rights or priorities of Developer, the Association any Mortgagee, Private Amenity Owner or Rental Management Company under this Declaration and/or the other Condominium Documents without the specific written approval of Developer, the Association or any Mortgagees, Private Amenity Owner or Rental Management Company affected thereby.

In addition, any amendment to this Declaration that would affect the Surface Water or Storm Water Management System, beyond maintenance in its original condition, must have the prior approval of the St. Johns River Water Management District.

28.5 Scrivener's Error.

If through a Scrivener's Error a Unit has not been designated as owning an appropriate undivided share of the Common Elements or a Unit does not bear an appropriate share of the Common Expenses or that all of the Common Expenses or interest in the common surplus or all of the Common Elements in the Condominium have not been distributed in this Declaration, so that the sum total of the shares of Common Elements which have been distributed or the sum total of the shares of the Common Expenses or ownership of common surplus fails to equal 100%, or if more than 100% of the Common Elements or the Common Expenses or ownership of the common surplus have been distributed, the error may be corrected by filing an amendment to this Declaration approved by the Board or a majority of the Unit Owners. Such an amendment shall be signed by the President of the Association and a copy of the amendment shall be furnished to the Association and all Listed Mortgagees and sent pursuant to the Mailing as soon after recording thereof in the Public Records, as is practicable.

28.6 Amendments Required by Secondary Mortgage Market Institutions.

Notwithstanding anything contained herein to the contrary, Developer may, without the consent of the Unit Owners, file any amendment which may be required by any Mortgagee for the purpose of satisfying its planned unit development criteria or such criteria as may be established by such mortgage's secondary mortgage market purchasers, including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation provided, however, that any such Developer filed amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

28.7 Amendments Regarding Tenants.

Any amendment to any of the Condominium Documents granting the Association or the Board the right to approve or in any manner screen tenants of any Unit Owner must first be

approved by a majority of the Board and eighty percent (80%) of all Unit Owners (at a duly called meeting of the Unit Owners at which a quorum is present).

28.8 Amendments Regarding Leasing.

Any amendment to any of the Condominium Documents granting the Association or the Board the right to restrict leasing of Units must first be approved by a majority of the Board and eighty percent (80%) of all Unit Owners (at a duly called meeting of the Unit Owners at which a quorum is present) and Developer for as long as Developer owns any Unit, Other Unit or portion of the Land.

28.9 Amendments Regarding Transfer of Use Rights in Limited Common Elements.

Any amendment to this Declaration to document the transfer of a garage bay and/or a storage unit in accordance with Section 18.5 of this Declaration and the Act shall require approval by the Board and Developer for as long as Developer owns any Unit, Other Unit or portion of the Land, which approval shall not be unreasonably withheld.

28.10 Amendments Regarding Management Companies.

Any amendment to this Declaration to remove the requirement of the Association to utilize the services of a management company must first be approved by the entire Board and eighty percent (80%) of all Unit Owners (at a duly called meeting of the Unit Owners at which a quorum is present) and Developer for as long as Developer owns any Unit, Other Unit or portion of the Land.

28.11 Condominium Documents.

The Articles, Bylaws and other Condominium Documents shall be amended as provided in such documents. In the event of any conflict between the Cost Sharing Declaration and the Condominium Documents, the Cost Sharing Declaration shall prevail.

28.12 Form of Amendment.

To the extent required by the Act, as amended from time to time, no provision of this Declaration shall be revised or amended by reference to its title or number only and proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text and underlined; and words to be deleted shall be lined through with hyphens; provided, however, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicated for words added or deleted, but, instead a notation shall be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial Rewording of Declaration. See provision \_\_\_\_ [insert revised section number] for present text." Notwithstanding anything herein contained to the contrary, however, failure to comply with the above format shall not be deemed a material error or omission in the amendment process and shall not invalidate an otherwise properly promulgated amendment.

## **29. PROVISIONS SETTING FORTH THE RIGHTS OF DEVELOPER**

### **29.1 Developer's Right to Convey.**

The provisions, restrictions, terms and conditions of Article 18 hereof shall not apply to Developer as a Unit Owner, and in the event and so long as Developer shall own any Unit, whether by reacquisition or otherwise, Developer shall have the absolute right to use, sell, convey, transfer, mortgage or encumber in any way any such Unit upon any terms and conditions as it shall deem to be in its best interests.

### **29.2 Developer's Right to Transact Business.**

Notwithstanding anything to the contrary contained herein, Developer reserves and shall have the right to enter into and transact on the Condominium Property and/or Association Property and other portions of Tidelands any business necessary to consummate the sale, lease or encumbrance of Units (and other properties even if located outside of Tidelands) including the right to maintain models and a sales and/or leasing office, place signs, employ sales personnel, hold promotional parties, use the Common Elements, Condominium Property and/or Association Property and show Units and including the right to carry on construction activities of all types necessary to construct all improvements in Tidelands pursuant to the plan for development as set forth in Article 11 hereof. Any such models, sales and/or leasing office, signs and any other items pertaining to such sales and/or leasing efforts shall not be considered a part of the Common Elements and/or Association Property and shall remain the property of Developer.

### **29.3 Assignment.**

This Article may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless Developer consents in writing to such amendment. The right of use and transaction of business as set forth in this Article may be assigned in writing by Developer in whole or in part.

## **30. GENERAL PROVISIONS**

### **30.1 Withdrawal Notice and Other Units.**

30.1.1 Rights of Developer. Nothing contained in this Declaration shall be deemed to prohibit Developer from developing any condominium units, other than the Units within the Condominium ("Other Units"), upon any portion of any Subsequent Phase with respect to which Developer has recorded in the Public Records a Withdrawal Notice.

30.1.2 Rights of Unit Owners of Other Units to Use Condominium Property and Association Property and Easements Created for Access. In the event that Developer constructs Other Units, the owners of such Other Units ("Other Unit Owners") and their Invitees may have as an appurtenance to and a covenant running with such Other Units (i) the right to use and enjoy any landscaped areas, walks, drives, parking areas, other facilities and improvements, including, but not limited to, the real property and all improvements which comprise the Common Elements and/or Association Property in the same manner and with the same privileges as Unit Owners have or may have from time to time; and (ii) a perpetual, nonexclusive easement over, across and

through the Common Elements and/or Association Property for the use and enjoyment thereof and from and to public ways, including dedicated streets. Unit Owners shall have a similar perpetual, nonexclusive easement for ingress and egress and access to, over and across the walks and other rights-of-way located upon the portion of the land covered by a Withdrawal Notice from and to public ways, including dedicated streets and the Common Elements and Association Property subject to rules and regulations established by the Association governing the use and enjoyment of such easements and subject to such assessments established by the Association in a written agreement (e.g. an agreement to share costs). The Association shall not establish any rule or regulation with respect to the use and enjoyment of the Common Elements and/or Association Property or the easements created by this Section which do not apply uniformly to the Unit Owners, Other Unit Owners and their respective Invitees.

**30.1.3 Obligations of Other Units.** In the event that Developer develops Other Units, and the Association is responsible for operating and maintaining such Other Units, the Association shall itemize separately in the annual budget of the Association and all adjustments and revisions thereto, the expenses ("Other Unit Expenses") anticipated to be incurred by the Association for the use, maintenance, upkeep and repair of such other condominiums including, but not limited to, the cost and expense of any taxes and insurance which can be determined as applicable solely to such other condominium. The Other Unit Expenses shall be assessed among all existing Units and the "Other Units Subject to Assessment (as hereinafter defined). Each Unit's share of the Other Unit Expenses shall be the product of the multiplication of the Other Unit Expenses multiplied by a fraction, the numerator of which is one (1) and the denominator of which is the "Total Units" (as hereinafter defined). Each Other Unit Subject to Assessment shall also be responsible for a share of any expense with respect to the Association Property which would be subject to a Special Assessment against Units. "Other Units Subject to Assessment" shall mean the Other Units developed from time to time on any portion of the Land originally intended to be a Subsequent Phase with respect to which Developer has recorded in the Public Records a Withdrawal Notice and to which Developer has granted the right to use the improvements located upon the Common Elements and/or Association Property, which shall become subject to assessment by the Association as provided hereunder upon the recording in the Public Records of a declaration of condominium submitting such Other Units to the condominium form of ownership. "Total Units" as used herein shall mean the sum of the number of Units within the Condominium and the number of Other Units Subject to Assessment as determined from time to time. In the event of condemnation of any Other Units Subject to Assessment, assessments against such Other Units Subject to Assessment shall be reduced or eliminated on the same basis as Assessments shall be reduced or eliminated with respect to Units.

**30.1.4 Liens upon Other Units.** There shall be a charge on and continuing lien upon all Other Units Subject to Assessment against which assessment is made as provided in Section 30.1.3 which shall be subject to all provisions herein to which Units are subject, including, but not limited to, the rights of foreclosure of Other Units Subject to Assessment and such right shall be set forth in the documents establishing the Other Units.

**30.1.5 Conflict with Other Provisions.** The matters set forth in Sections 30.1.2, 30.1.3 and 30.1.4 shall only become applicable if, as and when Developer develops Other Units, and, in such event, shall control in the event of any conflict between the terms and provisions of

such Sections 30.1.2, 30.1.3 and 30.1.4 and the terms and provisions of any other Sections in this Declaration. Amendment of this Article shall require, in addition to any votes or approvals elsewhere required, the written consent of Developer for so long as Developer owns any Units or Other Units or any portion of the Additional Property upon which they can be built and by a majority of the Other Unit Owners, if any.

30.1.6 Merger. In the event Developer develops Other Units which are submitted to the condominium form of ownership, the Association may merge the condominiums operated by the Association by calling a special meeting for such purpose, obtaining the affirmative vote of seventy-five percent (75%) of the owners in each such condominium, obtaining the approval of all record owners of liens, and upon the recording of new or amended Articles of Incorporation, Declarations, and Bylaws. To the extent required by Section 718.117(1) of the Act, the Board shall notify the Division of Florida Land Sales, Condominiums and Mobile Homes of the Board's intention to merge the condominiums before the Board takes any action to merge the condominiums. In addition to any votes or approvals elsewhere required, the written consent of Developer shall be required for so long as Developer owns any Units or Other Units or any portion of the Land before the Association may exercise its rights under this Section.

### 30.2 Multi-condominium.

In the event there are Other Units, as described in Section 30.1 hereinabove, which are units in a condominium or condominiums operated by the Association ("Multi-condominium"), then in addition to the provisions of Section 30.1, the following provisions shall also apply.

Liability for the Common Expenses of the Association which are not Common Expenses attributable to a particular condominium or condominiums ("Association Expenses") shall be equal as to each Unit and Other Units operated by the Association. The Assessment for Association Expenses as to each condominium shall be determined by dividing the Association Expenses by the total number of Units and Other Units operated by the Association. As to each condominium, this amount shall be multiplied by the number of Units and Other Units in the condominium, which amount shall be added to the common expenses of the condominium to be levied and assessed against the Unit owners thereof in accordance with this Declaration of condominium for that condominium. The share of each Other Unit Owner in a Multi-condominium in the Common Surplus of the Association shall be determined in the same manner.

Developer currently has no plans to have Other Unit Owners in any such Multi-condominium share common elements, other than the easement provided in subparagraph 30.1.2 hereinabove, or to add any property to be owned by the Association.

In the event Developer creates a Multi-condominium, each Multi-condominium unit shall have appurtenant thereto one (1) vote in the Association, which shall be exercised personally by the unit owner in the same fashion that votes are exercised by Unit Owners under the Condominium Documents.

30.3 Severability.

Invalidation of any one of these covenants or restrictions or of any of the terms and conditions herein contained shall in no way affect any other provisions which shall remain in full force and effect.

30.4 Rights of Mortgagees.

30.4.1 Right to Notice. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Condominium Documents and the books, records and financial statements of the Association to Unit Owners and the holders, insurers or guarantors of any first mortgages encumbering Units. In addition, evidence of insurance shall be issued to each Unit Owner and mortgagee holding a mortgage encumbering a Unit upon written request to the Association. A mortgagee shall be entitled to receive timely written notice of any proposed action that requires the consent of a specified percentage of mortgagees. To be entitled to receive notices under this subparagraph, the mortgagee (or mortgage insurer or guarantor) must send a written request to the Association stating both its name and address and the Unit number or address of the Unit on which it has (or insures or guaranties) the mortgage.

30.4.2 Rights of Listed Mortgagee. Upon written request to the Association identifying the name and address of the Listed Mortgagee of a mortgage encumbering a Unit and the legal description of such Unit, the Association shall provide such Listed Mortgagee with timely written notice of the following:

A. Any condemnation, loss or casualty loss which affects any material portion of the Condominium or any Unit encumbered by a first mortgage held, insured or guaranteed by such Listed Mortgagee;

B. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

C. Any proposed action which would require the consent of Mortgagees holding a mortgage encumbering a Unit; and

D. Any failure by a Unit Owner owning a Unit encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform his or her obligations under the Condominium Documents, including, but not limited to, any delinquency in the payment of Annual Assessments or Special Assessments, or any other charge owed to the Association by said Unit Owner where such failure or delinquency has continued for a period of sixty (60) days.

30.4.3 Right of Listed Mortgagee to Receive Financial Statement. Any Listed Mortgagee shall, upon written request made to the Association, be entitled free of charge to financial statements from the Association for the prior fiscal year and the same shall be furnished within a reasonable time following such request.

30.4.4 Right to Cover Cost. Developer and any Listed Mortgagee shall have the right, but not the obligation, jointly or singularly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Unit. Further, Developer (until the Majority Election Meeting, as defined in the Articles) and any Listed Mortgagees shall have the right, but not the obligation, jointly or singularly, and at their sole option, to pay insurance premiums or fidelity bond premiums or any New Total Tax on behalf of the Association where, in regard to insurance premiums, the premiums are overdue and where lapses in policies may or have occurred or, in regard to New Total Taxes, where such tax is in default and which may or has become a charge against the Condominium Property and/or Association Property. Developer and any Listed Mortgagees paying insurance premiums or any New Total Tax on behalf of the Association as set forth above shall be entitled to immediate reimbursement from the Association plus any costs of collection, including, but not limited to, Legal Fees.

30.4.5 Developer Approval of Association Actions. Notwithstanding anything in this Declaration to the contrary, while Developer holds Units for sale or lease in the ordinary course or any portion of business, none of the following actions may be taken without approval in writing by Developer:

A. Assessment of Developer as a Unit Owner for capital improvements; and

B. Any action by the Association that would be detrimental to the sale or leasing of Units by Developer.

The determination as to what actions would be detrimental or what constitutes capital improvements shall be in the sole and absolute discretion of Developer; provided, however, that an increase in assessments for Common Expenses without discrimination against Developer shall not be deemed to be detrimental to the sale or lease of Units.

### 30.5 Notices.

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to (i) any Unit Owner, at the address of the person whose name appears as the Unit Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Unit owned by such Unit Owner; (ii) the Association, certified mail, return receipt requested, at 1064 Greenwood Blvd., Suite 200, Lake Mary, Florida 32746, or such other address as the Association shall hereinafter notify Developer and the Unit Owners of in writing; (iii) Developer, certified mail, return receipt requested, at 1064 Greenwood Blvd., Suite 200, Lake Mary, Florida 32746, or such other address or addresses as Developer shall hereafter notify the Association of in writing, any such notice to the Association of a change in Developer's address being deemed notice to the Unit Owners. Upon request of a Unit Owner the Association shall furnish to such Unit Owner the then current address for Developer as reflected by the Association records.



30.6 No Timesharing.

Pursuant to the requirements of Section 718.403(f) of the Act, it is hereby specified that no Unit in any Phase may be used for timesharing. The term "timesharing" shall be deemed to include, but shall not be limited to, any agreement, plan, program, or arrangement under which the right to use, occupy, or possess all or any portion of a Unit rotates among various persons or entities on a periodically recurring basis for value exchanged, whether monetary or like kind use privileges, according to a fixed or floating interval or period of time of thirty (30) consecutive calendar days or less, or which right to use, occupy or posses all or any portion of a Unit is otherwise shared among various persons or entities pursuant to a reservation system.

30.7 Assignment of Developer's Rights.

Developer shall have the right to assign, in whole or in part, any of its rights granted under this Declaration. No Unit Owner or other purchaser of a portion of the Land shall, solely by the purchase, be deemed a successor or assignee of any rights granted to Developer under this Declaration, unless such purchaser is specifically designated as such in an instrument executed by Developer

30.8 Lease.

A lessee of a Unit shall be subject to and bound by all applicable terms and provisions of this Declaration and agrees to conform and comply with all provisions contained herein and allow the lessor or the Association to fulfill all obligations imposed pursuant thereto. Each Unit Owner, by his/her acceptance of a deed to a Unit thereby assigns to the Association the right to collect rent from any lessee of a Unit, in the event such Unit Owner is delinquent in paying his/her Common Expenses to the Association. After collecting any such rent, the Association may deduct any late Assessments, Interest and Legal Fees and remit any balance to the Unit Owner.

30.9 Security.

The Association may, but shall not be obligated to provide measures or take actions to directly or indirectly improve safety on the Condominium Property or the Association Property. Neither Developer nor the Association makes any representations whatsoever as to the security of the Condominium Property, any Unit or the Association Property, or the effectiveness of any monitoring system or security service. Each Unit Owner, on behalf of such Unit Owner and the Invitees of the Unit Owner acknowledges and agrees that neither the Association, Developer, nor any successor developer is a provider, insurer or guarantor of security and shall have no duty to provide security on or within the Condominium Property. All Unit Owners agree to release the Association, Developer and any successor developer from any loss or claim arising from the occurrence of any crime or other act. Neither the Association, Developer nor any successor developer shall be held liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of security measures undertaken, if any. Each Unit Owner on behalf of such Unit Owner and the Unit Owner's Invitees acknowledge that the Association and its Board, Developer or any successor developer do not represent or warrant that any fire protection system, burglar alarm system or other security system, if any, may not be compromised or

circumvented or that any fire protection or burglar alarm systems or other security systems will in all cases provide the detection or protection for which the system is designed or intended. Each Unit Owner, on behalf of such Unit Owner and his or her Invitees, acknowledges and understands that the Association, its Board, Developer and any successor developer are not insurers and that each Unit Owner and Invitee of a Unit Owner assumes all risks for loss or damage to persons, to Units and personal property and further acknowledge that neither the Association, its Board, Developer nor any successor developer has made representations or warranties nor has any Unit Owner or Invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire and/or burglar alarm systems or other security systems recommended or installed, if any, or any security measures undertaken within the Condominium, if any.

30.10 Documents.

Any person reading this Declaration is hereby put on notice that the recreational facilities and amenities described herein and constituting the Joint Use Areas are subject to the Cost Sharing Declaration, as it may be amended from time to time. The Cost Sharing Declaration and all amendments thereto are superior to this Declaration and should be read in conjunction with this Declaration and other Condominium Documents. In the event of a conflict between any provisions in the Condominium Documents and the Cost Sharing Declaration, the terms of the Cost Sharing Declaration shall control.

30.11 Surface Water or Storm Water Management System.

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

**31. RENTAL PROGRAM**

Although certain Unit Owners may participate in a Unit Rental Program, no Unit Owner shall be required to (a) participate in any rental management program or other similar arrangement for the renting of such Unit Owner's Unit, (b) use an exclusive rental agreement for the renting of its Unit, or (c) be otherwise materially restricted in its occupancy or rental of its Unit provided such occupancy or rental is consistent with the terms of this Declaration. Each Unit Owner hereby understands and agrees that the Unit will be used only in accordance with the purposes permitted by governmental zoning ordinances and use restrictions applicable to the Condominium. The Rental Management Company and any other rental management company and/or rental agent doing business at the Condominium must meet and adhere to the standards established by the Association and be approved by Developer for so long as Developer owns any Units or Other Units or any portion of the Land.

If Developer establishes a Unit Rental Program and designates a Rental Management Company, Developer hereby reserves to and for the benefit of the Rental Management Company and its employees, guests and invitees, such easements as are necessary and/or appropriate over all walkways and roadways within the Condominium for the operation of and participation over

all walkways and roadways within the Condominium for the operation of and participation in the Unit Rental Program.

## **32. PROVISIONS RELATING TO TERMINATION**

The Condominium may be terminated in the following manner:

### **32.1 Agreement.**

The Condominium may be terminated at any time by written agreement of the Unit Owners of at least three fourths (3/4) of the Units and the primary Mortgagee; provided, however, that for so long as Developer owns any Units or Other Units or any portion of the Land the consent of Developer shall also be required to terminate the Condominium.

### **32.2 Very Substantial Damage.**

If the Condominium suffers very substantial damage, and it is not decided as provided in Section 16.6 that the Condominium will be reconstructed or repaired, the condominium form of ownership of the property in this Condominium will be terminated.

### **32.3 Notice of Termination.**

If, pursuant to the provisions of this Declaration, the decision has been made to terminate the Condominium, to the extent required by Section 718.117(1) of the Act, the Board shall notify the Division of Florida Land Sales, Condominiums and Mobile Homes, of the Board's intention to terminate the Condominium before the Board takes any action to terminate the Condominium.

### **32.4 Certificate of Termination; Termination Trustee.**

Termination of the Condominium as described above shall be evidenced by a Certificate of Termination, executed by the President or Vice President of the Association with the formalities of a deed, and certifying to the facts effecting the termination. The certificate also shall include the name and address of a Florida financial institution with trust powers, or a licensed Florida attorney, designated by the Association as Termination Trustee. The certificate shall be signed by the Trustee indicating willingness to serve in that capacity. Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this Section is recorded in the Public Records of the County. The recording of the Certificate of Termination automatically divests the Association and all Unit Owners of legal title and vests legal title to all real and personal property formerly the Condominium Property in the Termination Trustee named in the Certificate of Termination without need for further conveyance. Beneficial title to the Condominium Property is owned by the former Unit Owners as tenants in common in the same undivided shares each Unit Owner previously owned in the Common Elements. On termination, each lien encumbering a Unit shall be transferred automatically to the equitable share in the Condominium Property attributable to the Unit encumbered by the lien with the same priority. Termination incident to a merger of this Condominium with another under Section 31.1.6 above shall not require the designation of a Termination Trustee.

32.5 Wind-up of Association Affairs.

Termination of the Condominium does not, by itself, terminate the Association. The former Unit Owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, the Articles of Incorporation, and Bylaws for the purpose of winding up the affairs of the Association in accordance with this Section.

**33. CLUB MEMBERSHIP AND OTHER CLUB MATTERS**

33.1 The Club.

The Club shall be a Private Amenity and shall have all of the rights, including but not limited to easement rights, of a Private Amenity pursuant to this Declaration. The Club will be owned and/or operated by the Club Owner or its agent pursuant to the Club Documents. The Club will be operated and maintained for the benefit, use and enjoyment of the Unit Owners and such other persons, including but not limited to other owners of property within the Tidelands Community, as may be determined by the Developer and/or the Club Owner in accordance with the Club Documents.

33.2 Mandatory Resort Membership.

Upon conveyance of title to a Unit, each Unit Owner shall be required to maintain, at a minimum, a Resort Membership (as defined by the Club Documents) in the Club. For so long as a Unit Owner owns a Unit, the Unit Owner must maintain, at a minimum, a Resort Membership in the Club. Should the Club amend the Club Documents to rename the Resort Membership, then the renamed category of membership in the Club Documents shall be deemed to be the Resort Membership for purposes of this Declaration without the need to amend this Declaration to identify the renamed category. Pursuant to the terms hereof and in accordance with the Club Documents, the Club shall issue one (1) Resort Membership for each Unit. If a Unit is owned by more than one (1) person, the Club may issue additional memberships as provided in the Club Documents; provided however, only the Resort Membership may be transferred upon the sale or conveyance of a Unit. Upon the closing of the purchase of a Unit and in accordance with the Club Documents, the Resort Membership shall entitle each Unit Owner and the Unit Owner's family members, domestic partners, tenants, renters and guests (collectively, the "Permittees") to membership privileges in the Club in accordance with the Club Documents. All Unit Owners and their Permittees shall be subject to the usage requirements established by the Club in the Club's sole and absolute discretion. Every Unit Owner shall be subject to the Club Documents. Owners shall have no right of reimbursement or refund for initiation fees or deposits related to the Resort Membership, and the Resort Membership is non-transferable except in connection with the sale of the Unit relating to such Resort Membership.

33.3 Mandatory Resort Membership Dues.

Every Unit Owner shall be responsible for the payment of an initiation fee, if any, and any and all dues, fees and other charges established or allocated by the Club presently or in the

future in accordance with the Club Documents, including but not limited to annual dues for a Resort Membership (collectively "Resort Dues and Charges"). The obligation to pay the Resort Dues and Charges shall be enforceable pursuant to the terms of the Club Documents and this Declaration. The Club shall be entitled to directly charge and collect Resort Dues and Charges from each Unit Owner in accordance with the Club Documents. Resort Dues and Charges shall be payable by each Unit Owner to the Club without offset, diminution or abatement for any reason. By accepting a deed or entering into a contract of sale for a Unit, each Unit Owner is deemed to have notice of liability for the Resort Dues and Charges and to covenant and agree to pay the Resort Dues and Charges as established by the Club. Resort Dues and Charges are not part of Association Assessments and shall be in addition to and not in lieu of Assessments and other charges as may be assessed by the Association pursuant to this Declaration.

Unless paid in full when due, Resort Dues and Charges shall be subject to interest, at a rate to be set by the Club (computed from the due date of the Resort Dues and Charges and subject to the maximum interest rate limitations of Florida law), and a monthly service charge of one and one-half percent (1½%), computed from the date of the statement. All such Resort Dues and Charges, together with any interest, applicable service charges, costs of collection and reasonable attorneys' fees shall be the personal obligation of the Unit Owner at the time the Resort Dues and Charges arose. Upon transfer of title to a Unit, the grantee shall be jointly and severally liable for any annual dues for Resort Membership or associated collection costs or legal fees due to the Club at the time of conveyance. No Unit Owner shall be exempt from liability for Resort Dues and Charges by non-use of the Club Facilities, suspension of the Unit Owners use privileges at the Club, abandonment of the Unit Owner's Unit or any other means, except as may be provided in the Club Documents. The obligation to pay Resort Dues and Charges is a separate and independent covenant on the part of each Unit Owner, which covenant touches and concerns each Unit and runs with title to each Unit.

#### 33.4 Lien for Resort Membership Dues.

The Club shall have a lien against each Unit to secure payment of delinquent Resort Dues and Charges, as well as interest at a rate to be set by the Club (subject to the maximum interest rate limitations of Florida law), service charges, costs of collection and reasonable attorneys' fees. Such lien shall be superior to all other liens, except (i) the liens of all taxes, bonds, assessments and other levies which by law would be superior, (ii) the lien or charge of any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value and (iii) the lien(s) of the Association pursuant to Article 20 of this Declaration, regardless of the date of recording of such lien(s). The Club's lien may be enforced by suit, judgment and judicial or non-judicial foreclosure as permitted under Florida law.

The sale or transfer of any Unit shall not affect the Club's assessment lien or relieve such Unit from the lien for any subsequent Club assessments. No first Mortgagee who obtains title to a Unit by exercising the remedies provided in its mortgage shall be liable for unpaid Resort Dues and Charges or other charges which accrued prior to such acquisition of title. Such Mortgagee shall have no right to exercise the Club membership rights appurtenant to the Unit.

#### 33.5 Club Membership Agreement.

The Club Owner may require Unit Owners to sign a membership agreement prior to using the Club Facilities. An Owner's failure to sign a membership agreement shall not excuse the Unit Owner from any obligations set forth in this Declaration, including, but not limited to, the Unit Owner's obligation to pay the Resort Dues and Charges and such other fees or charges established by the Club and assessed against the Unit Owner's Unit. Use of the Club Facilities shall at all times be subject to the Club Documents.

33.6 Upgraded Membership.

The Club may offer a variety of memberships levels over and above the mandatory Resort Membership. If offered, each Unit Owner may be provided the opportunity to upgrade such Unit Owner's Resort Membership, subject to availability and the Club Documents. Any Unit Owner upgrading such Unit Owner's Resort Membership shall receive a credit against the required Resort Membership Dues upon the payment of dues related to the upgraded membership category, but shall not be excused from paying Resort Membership Dues. If a Unit Owner terminates an upgraded membership, the Resort Membership and the obligation to pay Resort Dues and Charges shall continue and shall not be terminated.

33.7 Conveyance to Association and Assumption of Maintenance Responsibilities.

The Association is obligated to accept any and all conveyances to it by Club Owner of fee simple title, easements or leases to all or portions of the Club Facilities within or adjacent to Tidelands. The Association is further obligated to assume any and all permits related to such conveyed Club Facilities issued by a governmental or quasi-governmental authority and the related responsibilities thereunder to the extent such permits apply to the conveyed Club Facilities. Following such conveyance, the portion of the costs of operating, maintaining, repairing, replacing and insuring the conveyed property that is allocated to the Unit Owners of the Condominium shall be assessed as a Common Expense in accordance with this Declaration. Any conveyance to the Association of Club Facilities as Joint Use Areas shall be subject to the Cost Sharing Declaration. Any conveyance of Club Facilities, or a portion thereof, to the Association will be subject to any rights of Club members and the Club Documents, including without limitation, any membership agreements entered into by Developer or Club Owner prior to, or subsequent to, conveyance of such Club Facilities, or portion thereof, to the Association. Following such conveyance, the cost of operating the conveyed Club Facilities shall be allocated as a Benefited Assessment against the Club members in accordance with this Declaration and against such Club members who are not Members of the Association, pursuant to the terms of the Club Documents and/or related agreement executed by the Club member and Club Owner or Developer; provided however, that if any portion of a Club Facility is conveyed to the Association as Association Property and made available for the non-exclusive use of the Unit Owners, the costs associated with the operation and maintenance of such portion of the Club Facility shall be a Common Expense.

33.8 Club Facilities.

The Club Owner may rent, lease or reserve any portion of the Club Facilities to the Developer or such other party as permitted under the Club Documents. The Club Owner's right to rent, lease or reserve any portion of the Club Facilities includes, but is not limited to, the right

to enter into a long term lease with a Rental Management Company for the exclusive or non-exclusive use, upon such conditions as may be established by the Club Owner of any portion of the Club Facilities.

[Signatures Appear on the Next Page]

IN WITNESS WHEREOF, Developer has caused these presents to be duly executed this  
1<sup>st</sup> day of September, 2005.

WITNESSES:

DEVELOPER:

CENTEX HOMES,  
a Nevada general partnership,  
d/b/a Centex Destination Properties

By: Centex Real Estate Corporation,  
a Nevada corporation,  
its managing general partner

[Signature]  
Signature

Am E. Dabbs  
Printed Name

[Signature]  
Signature

Richard Scott Batterson  
Printed Name

By: [Signature]  
JOHN P. LENIHAN  
Division President- East Division

Attest: [Signature]  
ROGER LANE WRIGHT  
Vice President Land Planning and  
Development – East Division

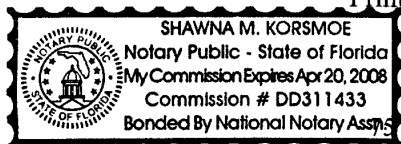
(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of September 2005, by  
JOHN P. LENIHAN and ROGER LANE WRIGHT, the Division President and Vice President,  
respectively, of Centex, the managing general partner of Centex Homes, a Nevada general  
partnership, on behalf of said partnership. Both are personally known to me. They affixed  
thereto the seal of the corporation.

My Commission Expires:  
April 30, 2005

Shawna M. Korsmoe  
Notary Public  
Shawna M. Korsmoe  
Printed Name of Notary Public



AT:187470v2



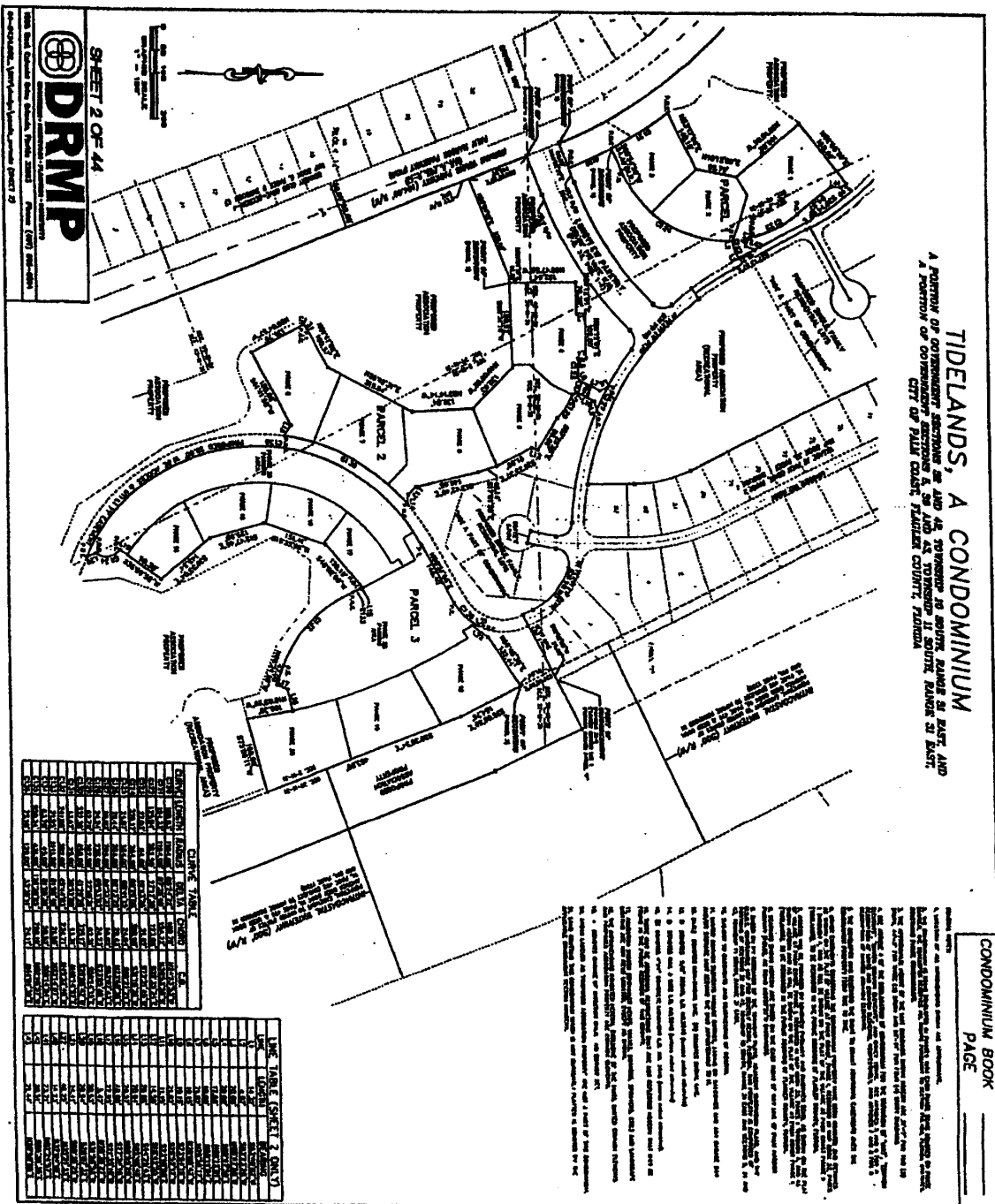
DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM  
EXHIBIT A

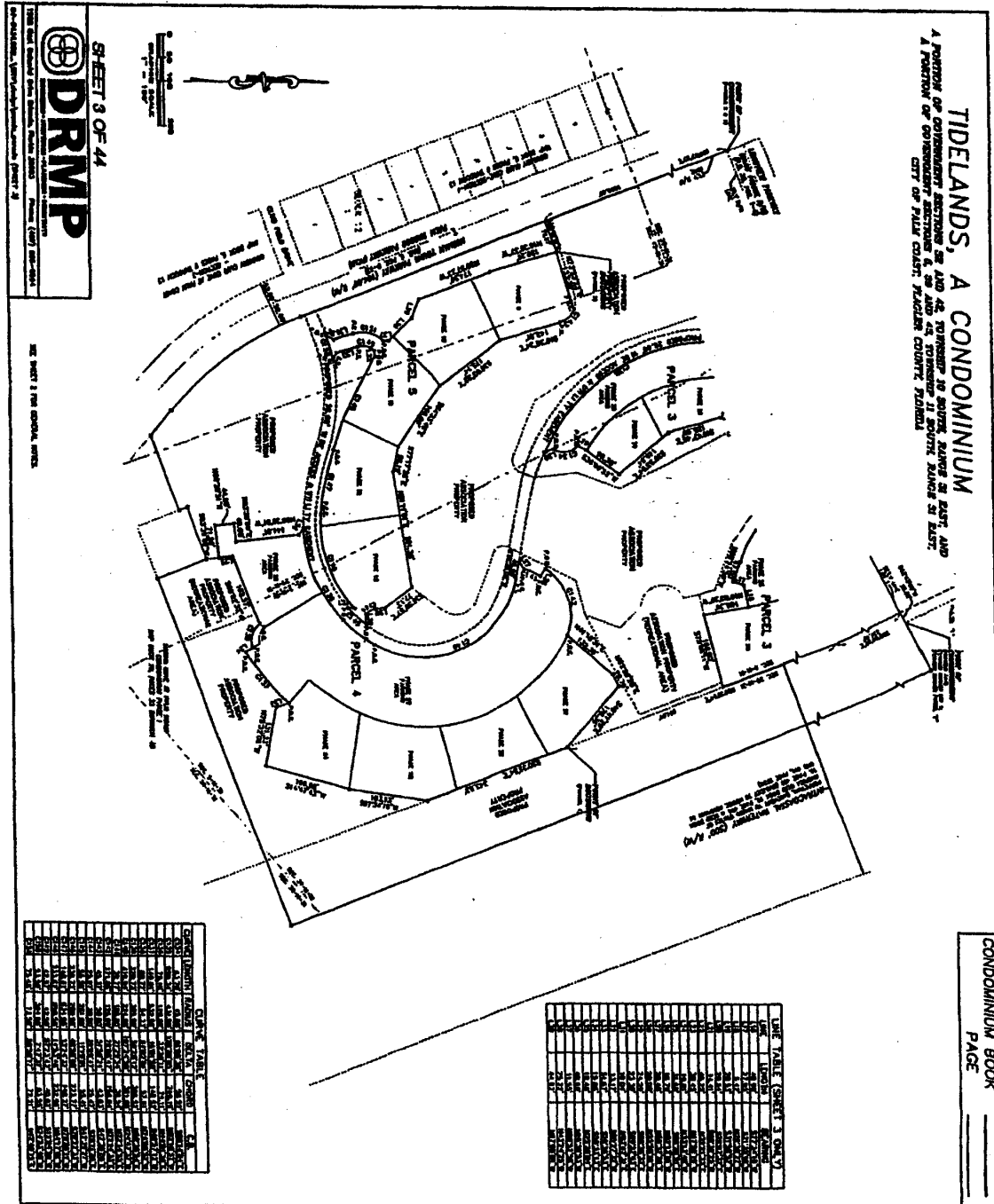
Legal Description and Survey of the Land

The legal description and plot plan of the land is attached hereto. For additional details, please refer to the legal descriptions for Phases 1 through 28, of Tidelands, a Condominium, which are part of Exhibit B hereof, which in the aggregate comprise the Land.

AT:164748v12

[illegible]





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DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM  
EXHIBIT "B"

Initial Phase and Subsequent Phase Surveys

Legal Descriptions and Surveys, Plot Plans and Graphic Descriptions of Improvements  
for Phases 1 through 28

AT:164748v12

DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM  
EXHIBIT "B-1"

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DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM  
EXHIBIT "B-2"

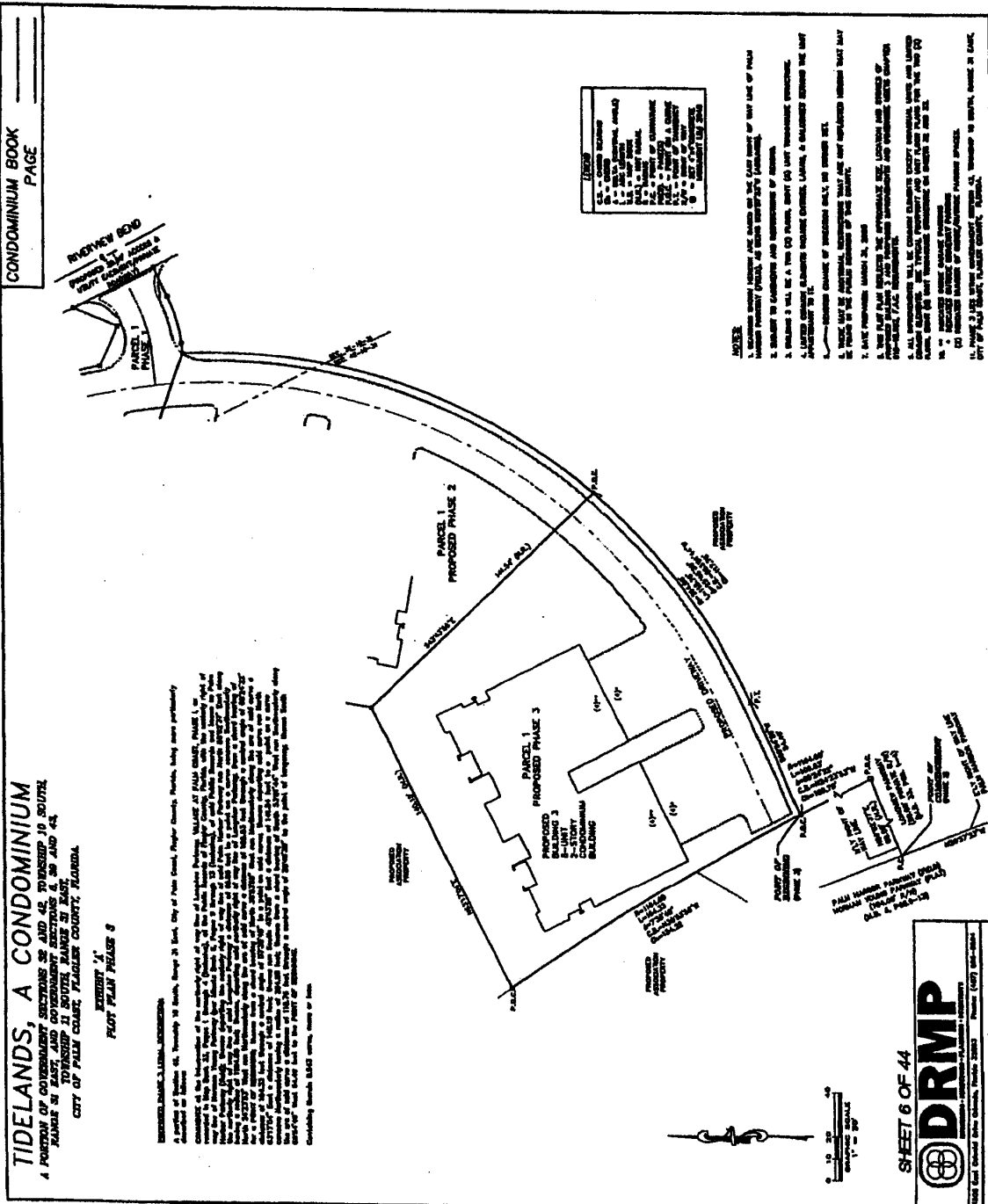
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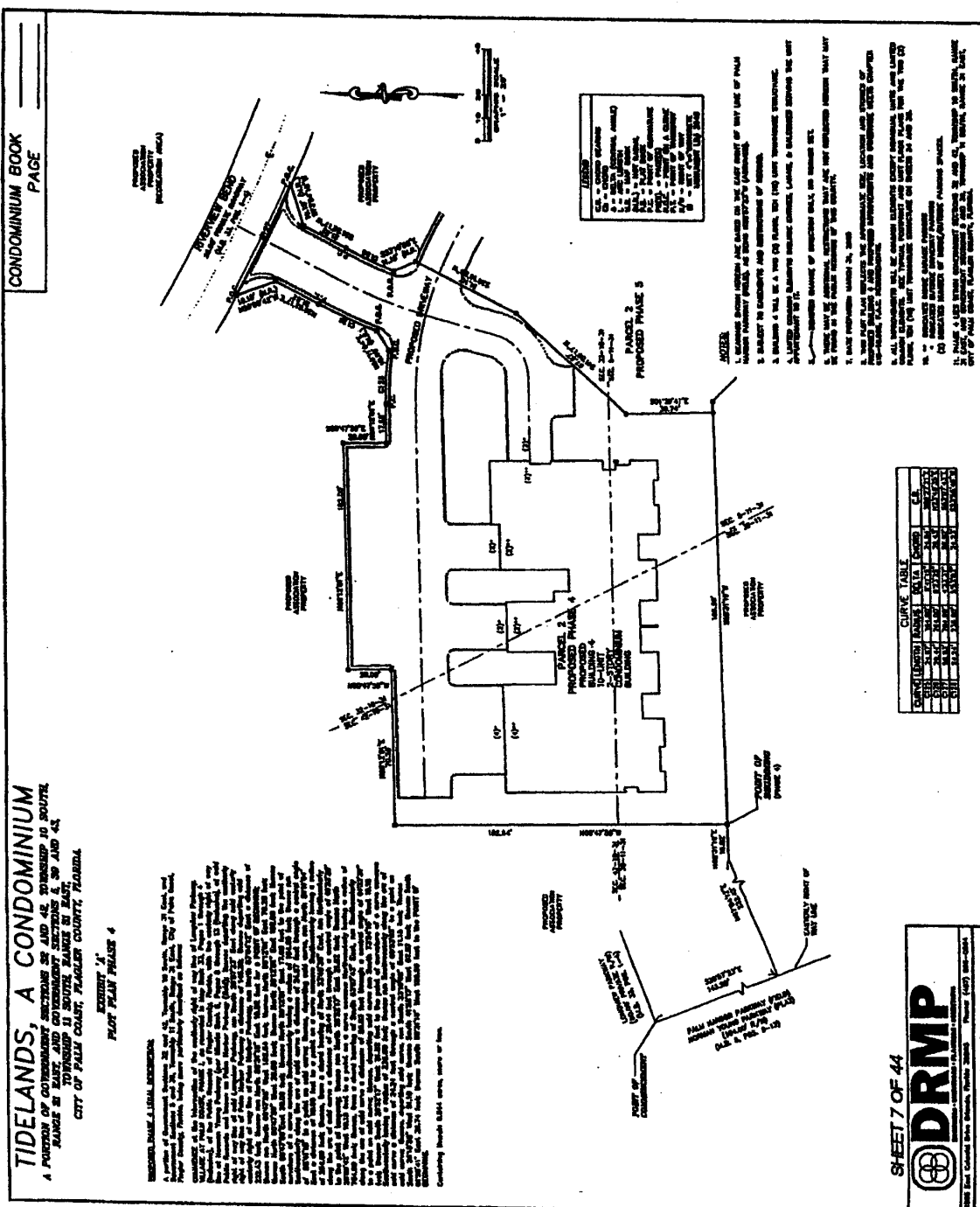
DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM  
EXHIBIT "B-3"

AT:164748v12



DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM  
EXHIBIT "B-4"

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DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM

EXHIBIT "B-5"

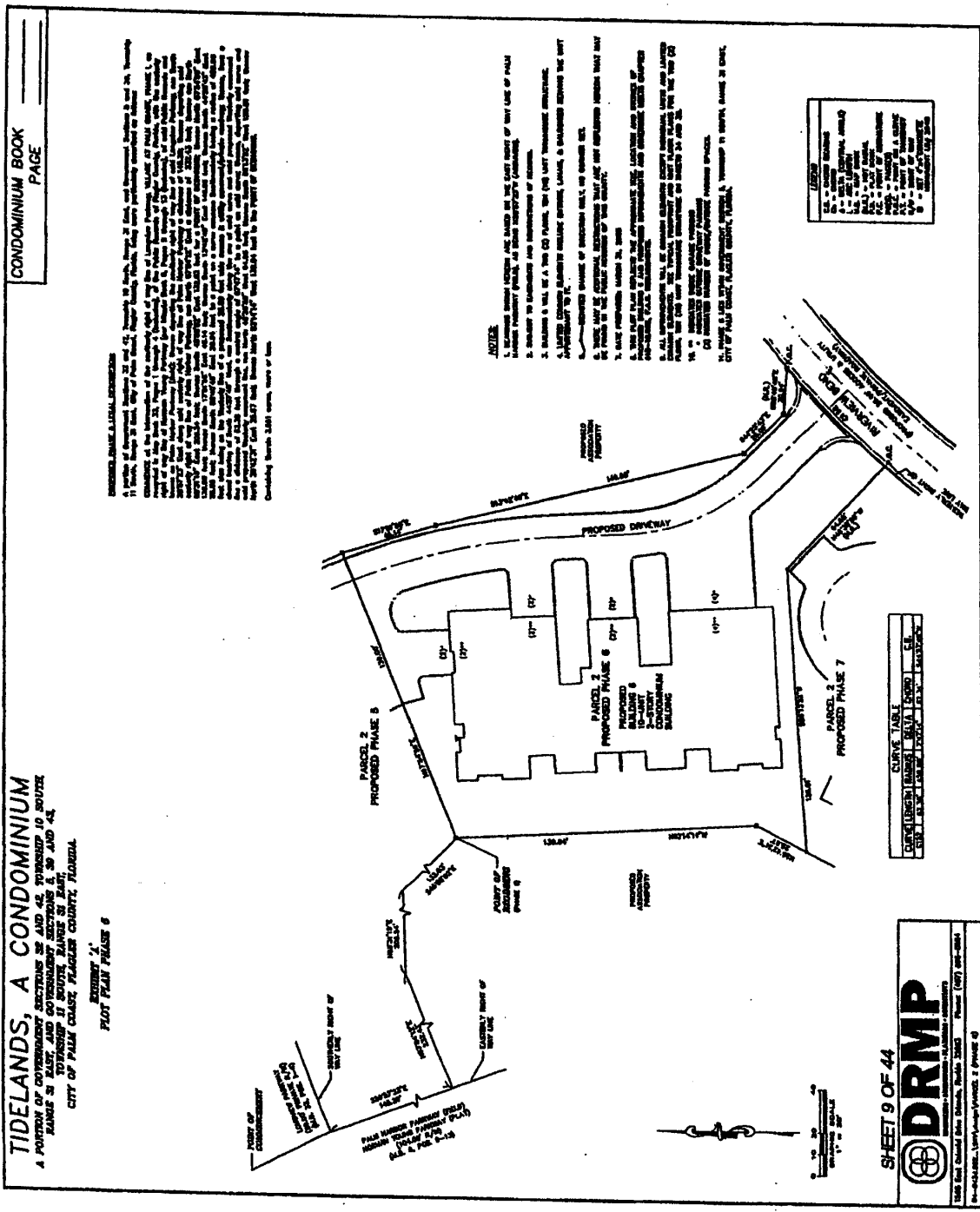
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DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM  
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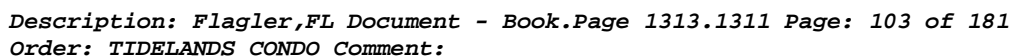
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DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM  
EXHIBIT "B-7"

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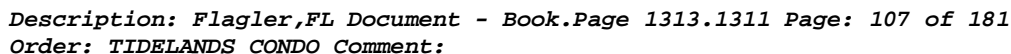
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OF  
TIDELANDS, A CONDOMINIUM  
EXHIBIT "B-8"

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DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM  
EXHIBIT "B-9"

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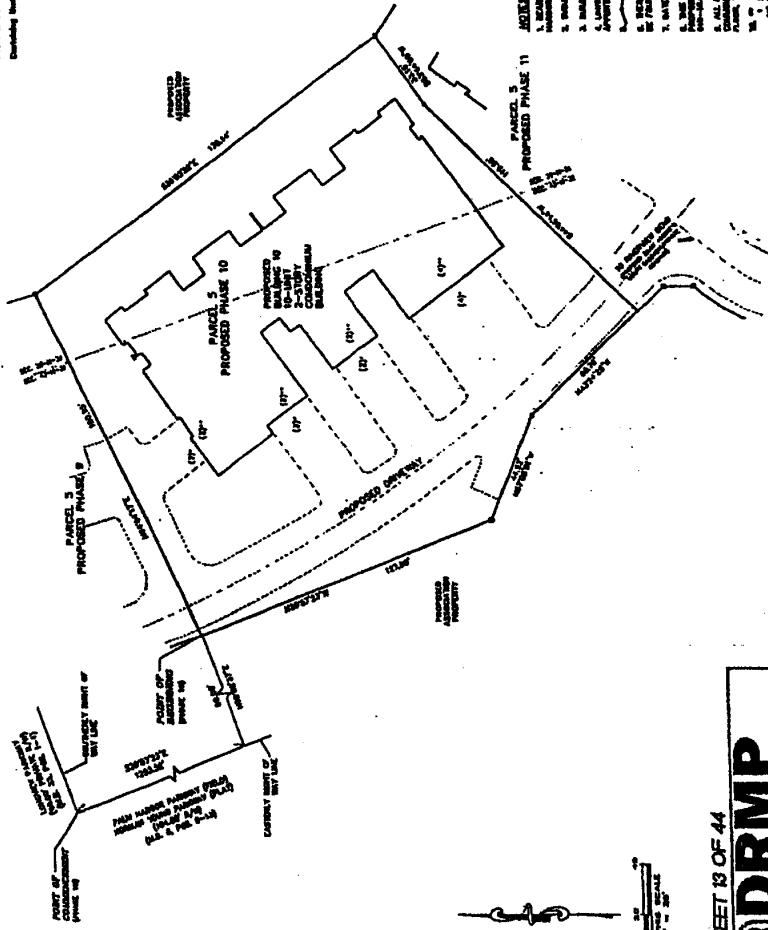
DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM  
EXHIBIT "B-10"

AT:164748v12



**TIDELANDS, A CONDOMINIUM**  
A PORTION OF GOVERNMENT SECTIONS 36 AND 42, TOWNSHIP 10 SOUTH,  
RANGE 31 EAST, AND GOVERNMENT SECTIONS 5, 30 AND 42,  
TOWNSHIP 11 SOUTH, RANGE 31 EAST,  
CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA.

### EXHIBIT 'A' PLOT PLAN PHASE 10

[illegible]

**NOTES:**

1. THE ABOVE NAMED PERSONS WERE ALL OBTAINED BY THE CASE OFFICE OF NEW YORK OFFICE OF POLICE INFORMATION AND RECORDS DIVISION, NEW YORK CITY, NEW YORK, ON 11/11/68.
2. THE ABOVE NAMED PERSONS WERE ALL OBTAINED BY THE CASE OFFICE OF NEW YORK OFFICE OF POLICE INFORMATION AND RECORDS DIVISION, NEW YORK CITY, NEW YORK, ON 11/11/68.
3. THE ABOVE NAMED PERSONS WERE ALL OBTAINED BY THE CASE OFFICE OF NEW YORK OFFICE OF POLICE INFORMATION AND RECORDS DIVISION, NEW YORK CITY, NEW YORK, ON 11/11/68.
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9. THE ABOVE NAMED PERSONS WERE ALL OBTAINED BY THE CASE OFFICE OF NEW YORK OFFICE OF POLICE INFORMATION AND RECORDS DIVISION, NEW YORK CITY, NEW YORK, ON 11/11/68.
10. THE ABOVE NAMED PERSONS WERE ALL OBTAINED BY THE CASE OFFICE OF NEW YORK OFFICE OF POLICE INFORMATION AND RECORDS DIVISION, NEW YORK CITY, NEW YORK, ON 11/11/68.

**SHEET 13 OF 44**

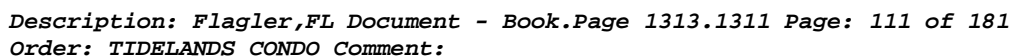


NAME	ADDRESS	PHONE	TELETYPE
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DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM

EXHIBIT "B-11"

AT:164748v12



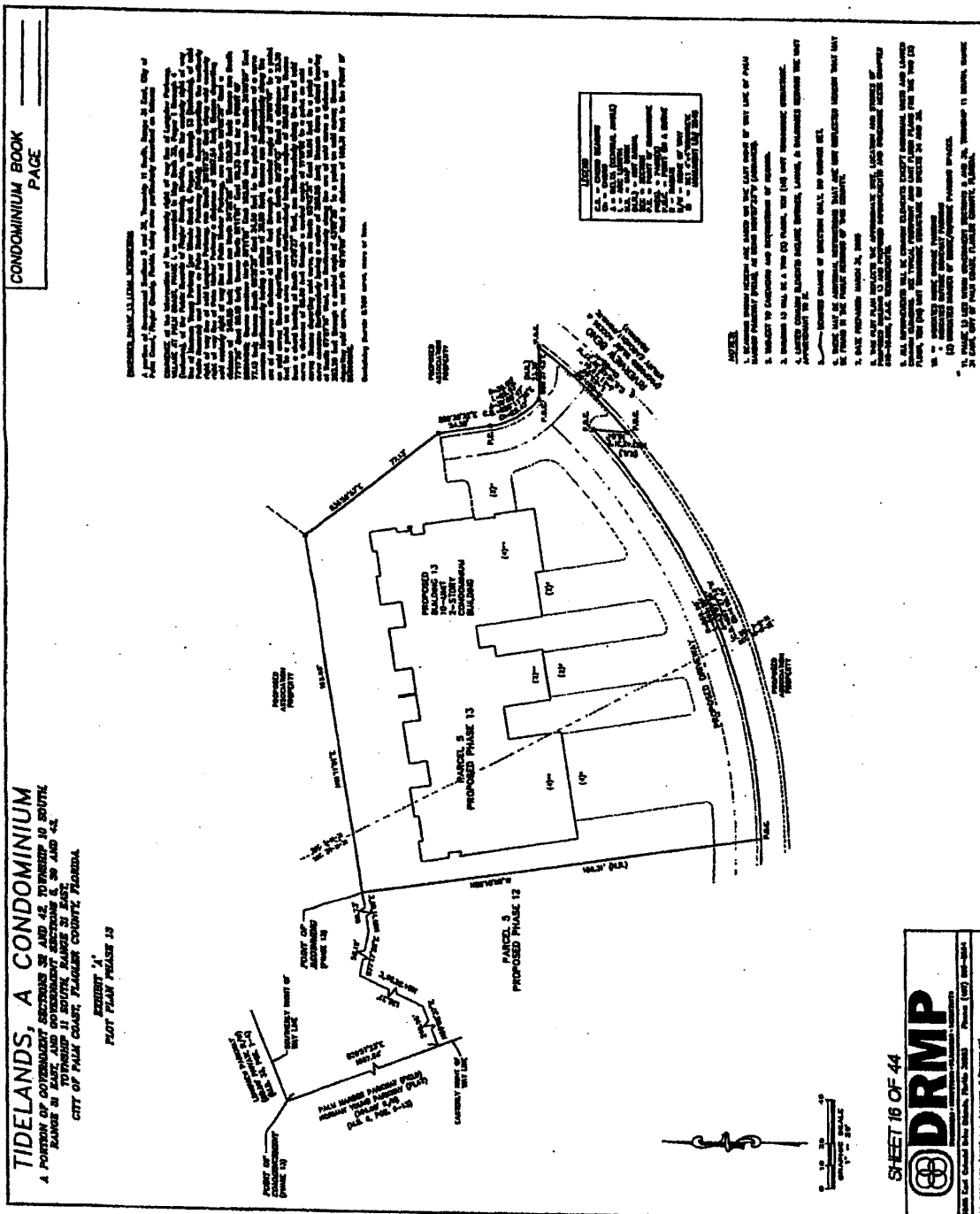
DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM  
EXHIBIT "B-12"

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DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM  
EXHIBIT "B-13"

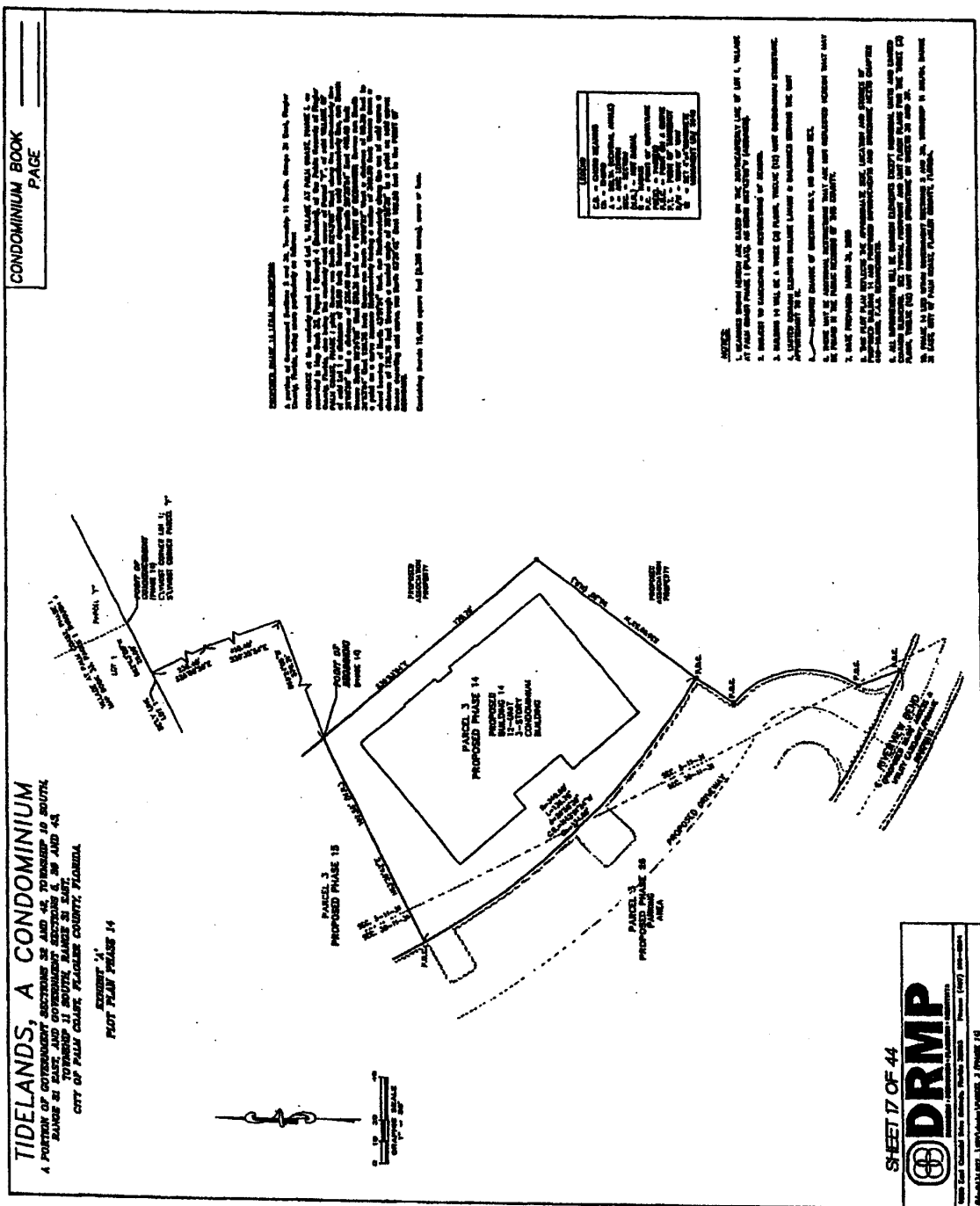
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DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM  
EXHIBIT "B-14"

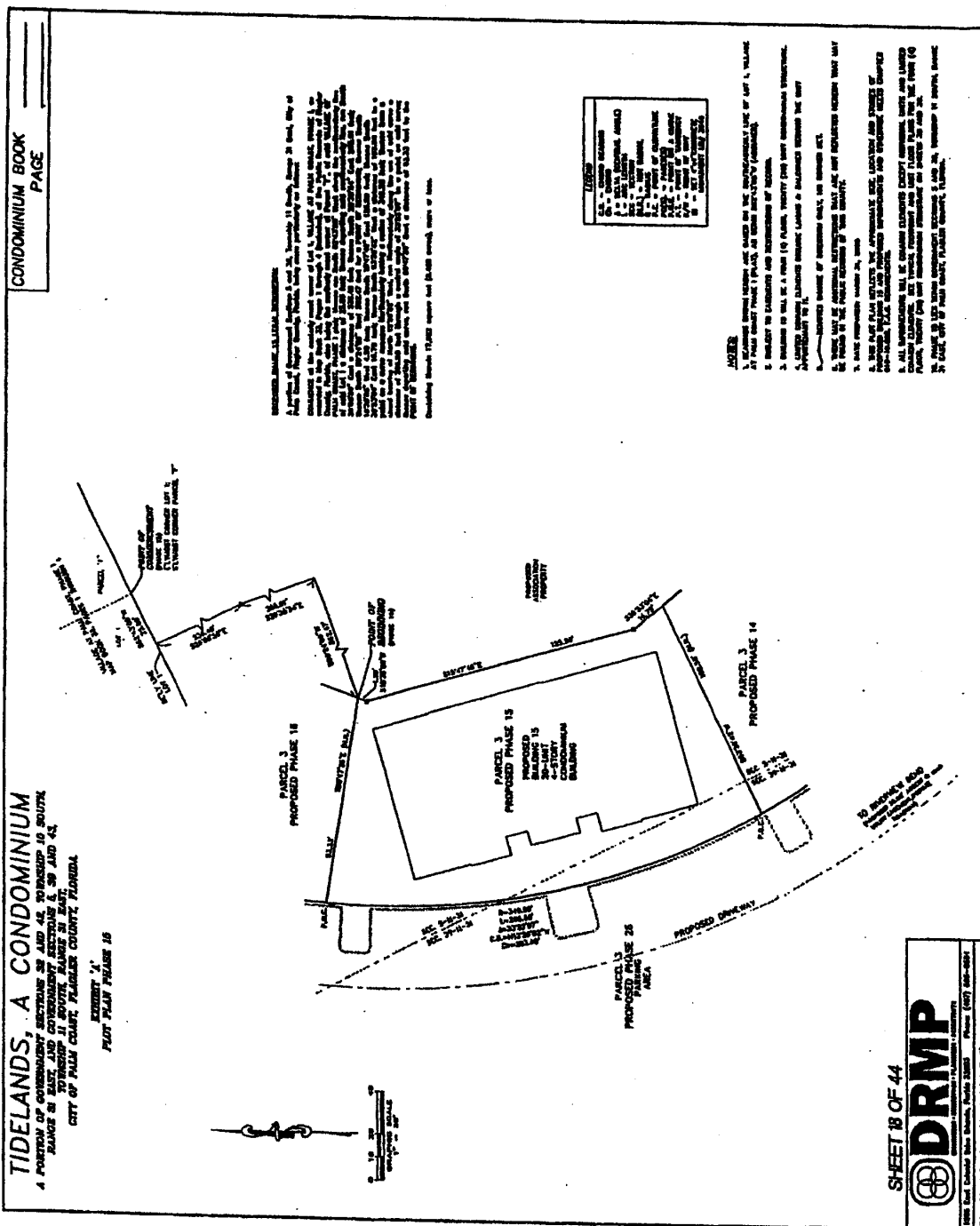
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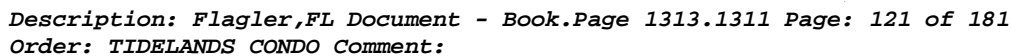
DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM  
EXHIBIT "B-15"

AT:164748v12



DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM  
EXHIBIT "B-16"

AT:164748v12



DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM

EXHIBIT "B-17"

AT:164748v12

The following is a list of the names of the persons who have been appointed to the various positions in the various departments of the Government, as published in the Official Gazette of the United States, for the month of April, 1901.

[illegible][illegible]

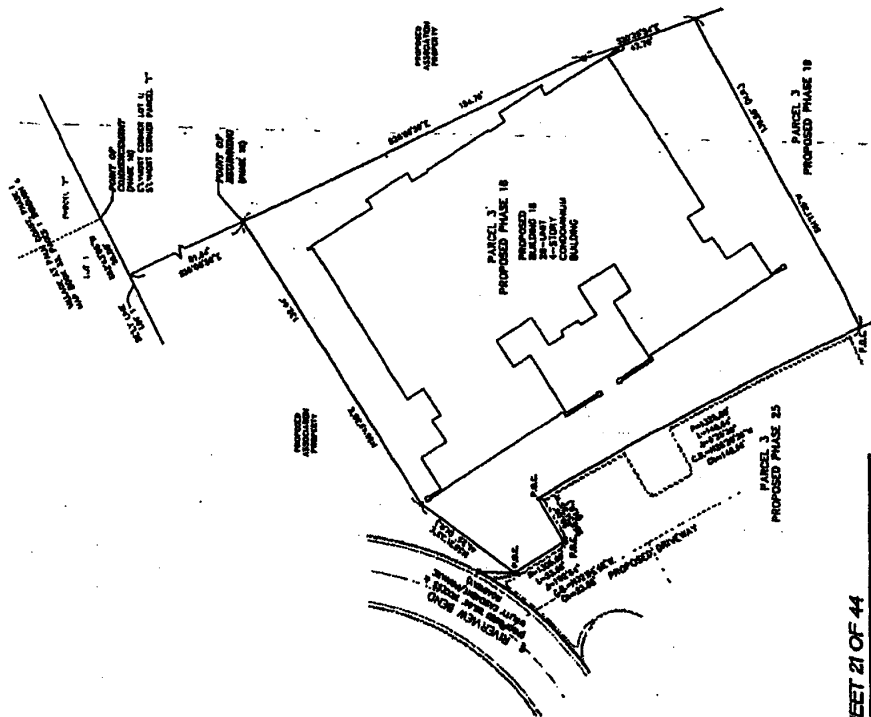
DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM  
EXHIBIT "B-18"

AT:164748v12



**TIDELANDS, A CONDOMINIUM**  
A PORTION OF GOVERNMENT SECTIONS 38 AND 42, TOWNSHIP 10 SOUTH  
RANGE 31 EAST, AND GOVERNMENT SECTIONS 4, 39 AND 43,  
TOWNSHIP 11 SOUTH, RANGE 31 EAST,  
CITY OF PALM COAST, FLORIDA COUNTY, FLORIDA.

**EXPERT 'A'**  
**FLAT PLAN PHASE 10**

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1. The following information was obtained from the files of the Federal Bureau of Investigation, New York City, dated 10/10/50, and 10/11/50, and 10/12/50, and 10/13/50, and 10/14/50, and 10/15/50, and 10/16/50, and 10/17/50, and 10/18/50, and 10/19/50, and 10/20/50, and 10/21/50, and 10/22/50, and 10/23/50, and 10/24/50, and 10/25/50, and 10/26/50, and 10/27/50, and 10/28/50, and 10/29/50, and 10/30/50, and 10/31/50, and 11/1/50, and 11/2/50, and 11/3/50, and 11/4/50, and 11/5/50, and 11/6/50, and 11/7/50, and 11/8/50, and 11/9/50, and 11/10/50, and 11/11/50, and 11/12/50, and 11/13/50, and 11/14/50, and 11/15/50, and 11/16/50, and 11/17/50, and 11/18/50, and 11/19/50, and 11/20/50, and 11/21/50, and 11/22/50, and 11/23/50, and 11/24/50, and 11/25/50, and 11/26/50, and 11/27/50, and 11/28/50, and 11/29/50, and 11/30/50, and 12/1/50, and 12/2/50, and 12/3/50, and 12/4/50, and 12/5/50, and 12/6/50, and 12/7/50, and 12/8/50, and 12/9/50, and 12/10/50, and 12/11/50, and 12/12/50, and 12/13/50, and 12/14/50, and 12/15/50, and 12/16/50, and 12/17/50, and 12/18/50, and 12/19/50, and 12/20/50, and 12/21/50, and 12/22/50, and 12/23/50, and 12/24/50, and 12/25/50, and 12/26/50, and 12/27/50, and 12/28/50, and 12/29/50, and 12/30/50, and 12/31/50.

**SHEET 21 OF 44**



12000 East Columbia Drive Orlando, Florida 32813 Phone (407) 895-6904  
 1-800-442-8827 (Outside Florida) 1-800-235-1819

DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM  
EXHIBIT "B-19"

AT:164748v12

**TIDELANDS, A CONDOMINIUM**  
A PORTION OF GOVERNMENT SECTIONS 38 AND 42, TOWNSHIP 10 SOUTH,  
RANGE 31 EAST, AND GOVERNMENT SECTIONS 4, 39 AND 43,  
TOWNSHIP 11 SOUTH, RANGE 31 EAST,  
CITY OF PALM BEACH, PALM BEACH COUNTY, FLORIDA.

OF SEVERAL WITH LOT 1  
PLOT PLAN PLEASE DO  
NOT

ONCE AGAIN

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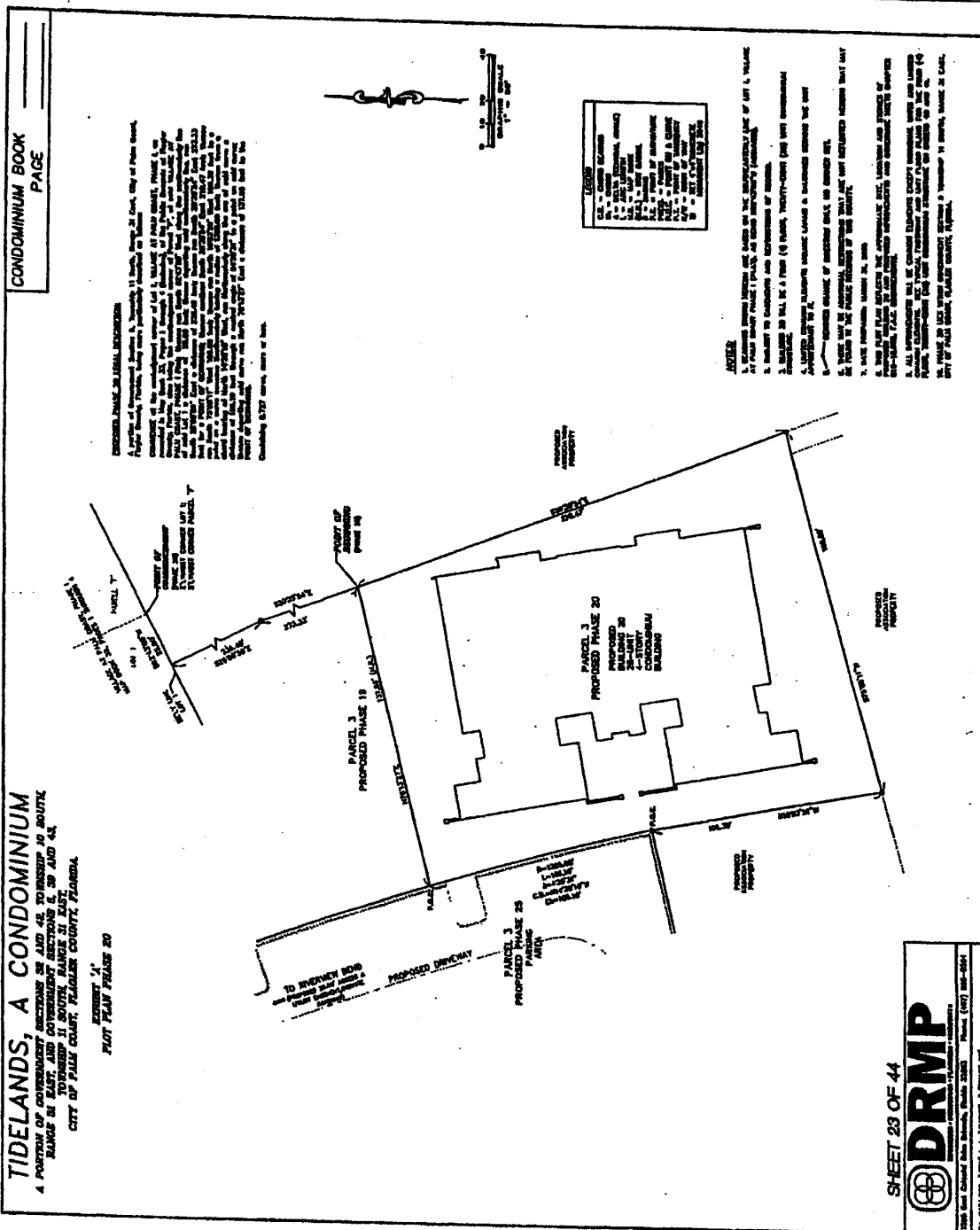
**SHEET 22 OF 44**



2005 Ford Crown Victoria Police Interceptor, Police (407) 682-8804

DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM  
EXHIBIT "B-20"

AT:164748v12



DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM  
EXHIBIT "B-21"

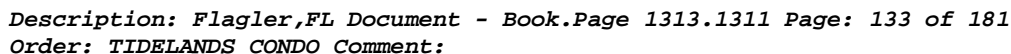
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DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM  
EXHIBIT "B-22"

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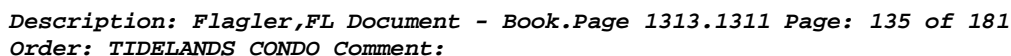




DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM

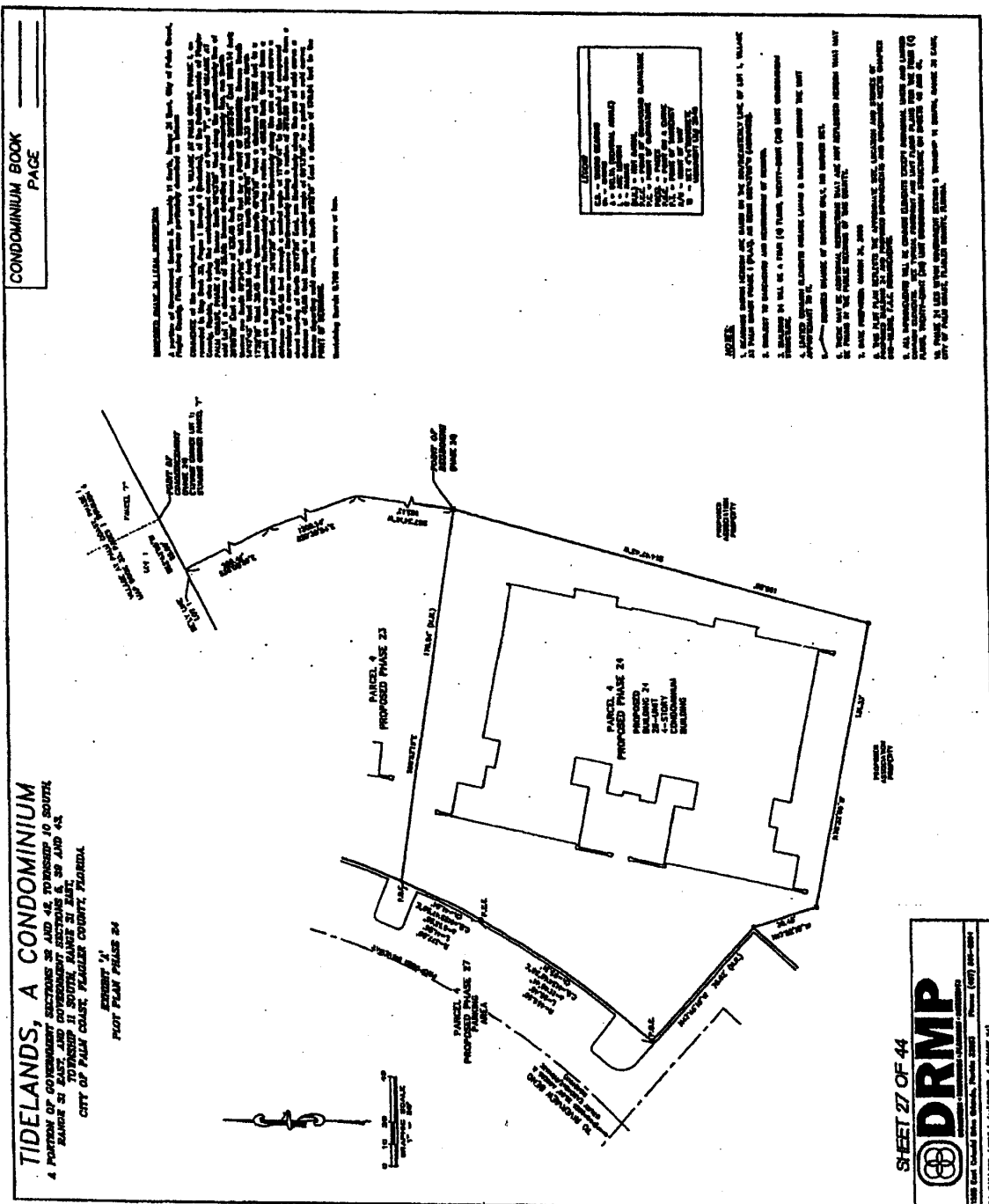
EXHIBIT "B-23"

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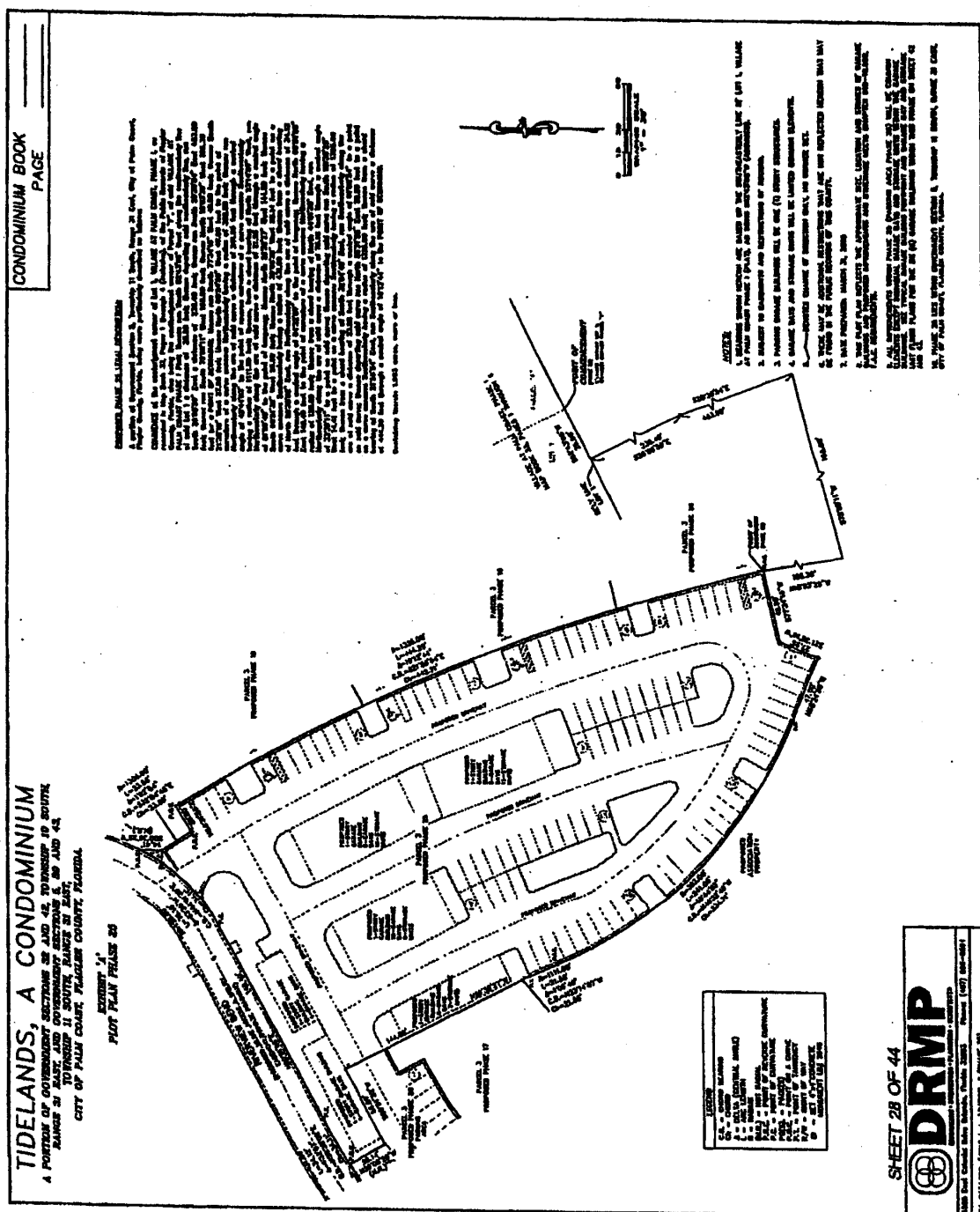
DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM  
EXHIBIT "B-24"

AT:164748v12



DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM  
EXHIBIT "B-25"

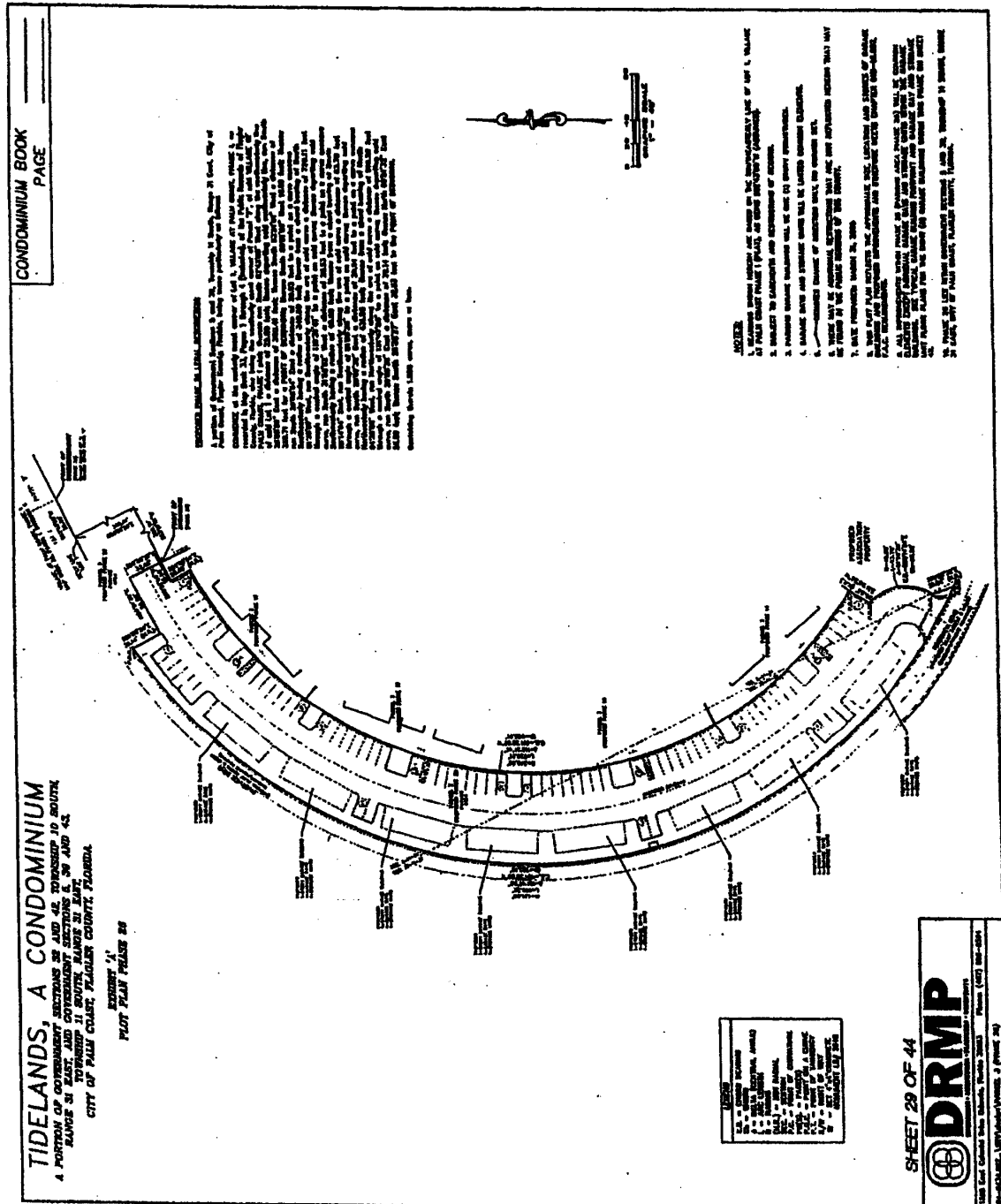
AT:164748v12



DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM  
EXHIBIT "B-26"

AT:164748v12

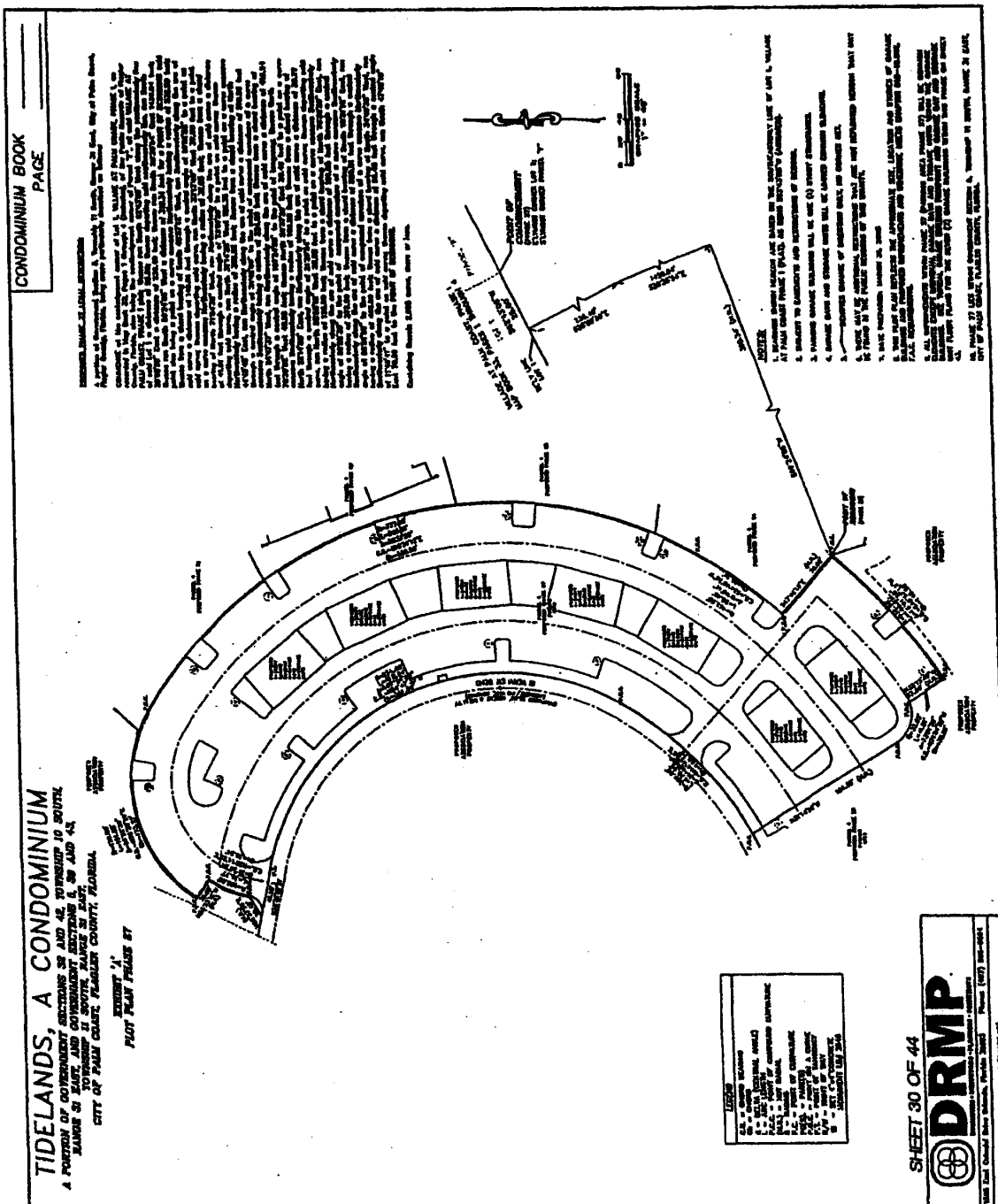




DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM

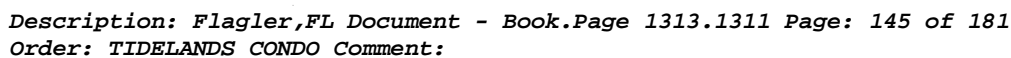
EXHIBIT "B-27"

AT:164748v12



DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM  
EXHIBIT "B-28"

AT:164748v12



DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM  
EXHIBIT "C"

Articles of Incorporation

A copy of the Articles of Incorporation of Tidelands Condominium Association, Inc. are attached hereto.

AT:164748v12

**ARTICLES OF INCORPORATION  
OF  
TIDELANDS  
CONDOMINIUM ASSOCIATION, INC.  
(A Florida Corporation Not for Profit)**

In order to form a corporation not for profit, under and in accordance with Chapter 617 of the Florida Statutes, I, the undersigned, hereby incorporate this corporation not for profit, for the purposes and with the powers hereinafter set forth and to that end, I do, by these Articles of Incorporation, certify as follows:

The terms contained in these "Articles" are defined in the Condominium Act, Chapter 718, Florida Statutes ("Act"), as amended through the date of recording the Declaration among the Public Records of Flagler County, Florida, shall have the meaning of such terms set forth in such Act, and, for clarification, the following terms will have the following meanings:

- A. "Act" means Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording the Declaration among the Public Records.
- B. "Articles" means these Articles of Incorporation of the Association.
- C. "Assessments" means the share of funds required for the payment of "Annual Assessments" and "Special Assessments" (as such terms are defined in the Declaration) which from time to time are assessed against an Owner.
- D. "Association" means Tidelands Condominium Association, Inc., a Florida corporation not for profit, responsible for operating Tidelands.
- E. "Association Property" means that property, real and personal, which is owned or leased by the Association for the benefit of its Members.
- F. "Board" means the Board of Directors of the Association.
- G. "Bylaws" means the Bylaws of the Association.
- H. "Common Elements" means the portion of the Condominium Property not included in the Units.
- I. "Common Expenses" means expenses for which the Unit Owners are liable to the Association as set forth in various sections of the Act and as described in the Condominium Documents and include:
  - (i) expenses incurred in connection with operation, maintenance, repair or replacement of the "Common Elements" (as defined in the Declaration), costs of carrying out the powers and duties of the Association with respect to Tidelands Condominium(s) and the Condominium Property of each, cost of fire and extended coverage insurance on the Condominium Property; and
  - (ii) any other expenses designated as Common Expenses from time to time by the Board.

AT:162005v3

J. "Common Surplus" means the excess of receipts of the Association collected on behalf of Tidelands (including, but not limited to, assessments, rents, profits and revenues, on account of the Common Elements) over the Common Expenses.

K. "Condominium Documents" means in the aggregate the Declaration, these Articles, the Bylaws, any rules or regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with a Tidelands condominium.

L. "Condominium Property" or "Condominium" means the real property submitted to condominium ownership pursuant to the Declaration and any amendment or amendments thereto and all improvements thereon, subject to any and all easements associated therewith, including, but not limited to, the Units and Common Elements and all easements intended for use in connection with Tidelands, all as more particularly described in the Declaration.

M. "County" means Flagler County, Florida.

N. "Declaration" means the Declaration of Condominium by which Tidelands, a Condominium is submitted by Developer to the condominium form of ownership in accordance with the Act.

O. "Developer" means Centex Homes, a Nevada general partnership, d/b/a Centex Destination Properties, its successors, grantees and assigns. A Unit Owner shall not, solely by the purchase of a Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Unit Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

P. "Director" means a member of the Board.

Q. "Member" means a member or members of the Association.

R. "Phase" means those portions of the real property within Tidelands and improvements thereon which, as contemplated by Section 718.403 of the Act, may become part of the Condominium Property of Tidelands by the recording of a Declaration or an amendment thereto.

S. "Public Records" means the Public Records of the County.

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

U. "Tidelands" means the name given to the planned residential development which is currently being developed by Developer and which is intended to be comprised of three hundred eighty six (386) Units and other Common Elements.

V. "Unit" means "unit" as described in the Act and is that portion of the Condominium Property which is subject to exclusive ownership, and includes Other Units (as defined in the Declaration) if applicable.



W. "Unit Owner" means "unit owner" as defined in the Act and is the owner of a Unit, and includes "Other Unit Owners" (as defined in the Declaration) as applicable.

X. "Voting Certificate" means "voting certificate" as defined in the Act and is the document which designates one (1) of the record title owners, or the corporate, partnership or entity representative who is authorized to vote on behalf of a Unit owned by more than one (1) owner or by any entity.

Y. "Voting Interests" means "voting interests" as defined in the Act and are the voting rights distributed to Members pursuant to the Declaration.

#### **ARTICLE I NAME, PRINCIPAL AND MAILING ADDRESS**

The name of this corporation not for profit shall be TIDELANDS CONDOMINIUM ASSOCIATION, INC., whose initial principal and mailing address is 1064 Greenwood Boulevard, Suite 200, Lake Mary, Florida 32746. For convenience, the corporation shall be referred to in this instrument as the "Association."

#### **ARTICLE II PLAN OF DEVELOPMENT AND PURPOSE OF ASSOCIATION**

A. Developer intends to develop the Condominium as a "phase condominium" as contemplated by Section 718.403 of the Act.

B. If Developer does not submit all Phases described in the Declaration to the Condominium, then Developer may develop the land of any such Phases(s) not made a part thereof as another condominium or condominium(s) to be administered by the Association or by another condominium association.

C. 1. The Association shall be responsible for the operation of the Condominium. The Association may also, at the discretion of the Developer, be responsible for the operation of any other condominium or condominiums the Developer may develop within the Tidelands community, subject to the terms and restrictions of the Condominium Documents; however, Developer reserves the right to incorporate additional association(s) if more than one (1) condominium is created within Tidelands. Each Unit Owner shall be a Member of the Association as provided in these Articles.

2. The purpose for which this Association is organized is to maintain, operate and manage the Condominium and the Association Property, including, but not limited to, the Surface Water or Storm Water Management System, and to own portions of, operate, lease, sell, trade and otherwise deal with certain of the improvements located therein now or in the future, all in accordance with the plan set forth in the Condominium Documents and all other lawful purposes.

#### **ARTICLE III POWERS**

The Association shall have the following powers which shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of the Condominium Documents or the Act.

B. The Association shall have all of the powers to be granted to the Association in the Condominium Documents. All provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles, including, but not limited to, the operation, maintenance, management, repair and replacement of the Condominium, the Association Property and the Common Elements and the levying and collection of assessments and the promulgation and enforcement of rules and regulations.

C. The Association shall operate, maintain and manage the Surface Water or Storm Water Management System in a manner consistent with the requirements of the permit issued by St. Johns River Water Management District ("District") and applicable District rules and shall assist in the enforcement of the Declaration which relate to the Surface Water or Storm Water Management System. The Association shall levy and collect adequate assessments against Unit Owners for the costs of maintenance and operation of the Surface Water or Storm Water Management System.

D. The Association shall have all of the Powers of a Condominium Association under the Act and shall have all powers reasonably necessary or desirable to perform the obligations and to exercise the rights and powers set out in these Articles, the Bylaws, and the Declaration, including, without limitation, the following:

1. To establish, levy, collect, and enforce payment of, by any lawful means, all charges or assessments authorized by the Declaration, to pay all expenses in connection therewith and all administrative and other expenses incident to the conduct of the business of the Association including, without limitation, all licenses, taxes, or governmental charges levied or imposed against the Association;
2. To manage, control, operate, alter, maintain, repair, improve, and replace the Common Elements and facilities, and any property acquired by the Association, or any property owned by another for which the Association, by law, rule, regulation, declaration, or agreement, has a right or duty to provide such services;
3. To make, establish and enforce rules and regulations and to enforce covenants, conditions, or restrictions affecting any property within the Condominium or use of such property to the extent the Association may be authorized to do so under the Condominium Documents or the Act;
4. To engage in activities which will actively foster, promote, and advance the common interests of all Unit Owners within the Condominium subject to the Declaration;
5. To buy, or otherwise acquire, sell, dedicate for public use, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, own, hold, use, operate, grant easements and otherwise deal in and with, real and personal property of all kinds and any right or interest therein for any purpose of the Association;
6. To borrow money for any purpose subject to such limitations as may be contained in the Condominium Documents or the Act ;
7. To enter into, make, perform, and enforce agreements of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other corporation, or other entity or agency, public or private;
8. To provide any and all services to the Condominium as may be necessary or desirable;

9. To employ personnel, retain independent contractors and professional personnel and to enter into service contracts to provide for the maintenance, operation and management of the Condominium Property and Association Property and to enter into any other agreements consistent with the purposes of the Association including, but not limited to, agreements as to the management of the Condominium Property and Association Property and agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Common Expenses of the Condominium;

10. To enforce by legal means the provisions of the Condominium Documents and the Act; and

11. To purchase real and/or personal property as determined by the Association in compliance with the Condominium Documents.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article IV are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of this Article.

#### ARTICLE IV MEMBERS

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

A. Until such time as the Condominium, is submitted to condominium ownership by the recordation of the Declaration, the membership of the Association shall be comprised solely of the members of the "First Board" (as defined in Article X hereof).

B. Once the Condominium is submitted to condominium ownership by the recordation of the Declaration, the Unit Owners, which shall mean in the first instance Developer as the owner of all the Units, shall be entitled to exercise all of the rights and privileges of the Members.

C. Except as set forth above, membership in the Association shall be established by the acquisition of ownership of fee title to a Unit as evidenced by the recording of a deed or other instrument of conveyance among the Public Records whereupon the membership of the prior Unit Owner shall terminate as to that Unit. Where title to a Unit is acquired from a party other than Developer, the person, persons, corporation or other legal entity thereby acquiring such Unit, shall not be a Member unless and until such acquisition is in compliance with the provisions of the applicable Condominium Documents. New Members shall deliver to the Association a true copy of the deed or other instrument of acquisition of title to the Unit.

D. No Member may assign, hypothecate or transfer in any manner his or her membership or his or her share in the funds and assets of the Association except as an appurtenance to his or her Unit.

Change of a Unit Owner's membership in the Association shall be established by recording in the Public Records a deed or other instrument establishing record title to a Unit. Upon such recordation, the Unit Owner designated by such instrument shall become a Member of the Association and the membership of the prior Unit Owner shall terminate.

E. If an additional Tidelands condominium or condominiums are submitted to condominium ownership and is to be administered by the Association, membership in the Association shall be divided into classes ("Class Members") with Unit Owners in each Tidelands condominium constituting a class. If one or more additional Tidelands condominiums are submitted to condominium ownership and administrated by the Association, the Unit Owners thereof who are Members of the Association shall also be Class Members as to each additional condominium.

F. With respect to voting, the following provisions shall apply:

1. Either the membership as a whole shall vote or the Class Members shall vote, which determination shall be made in accordance with subparagraphs F.2 and F.3 below. In any event, however, each Unit shall be entitled to one (1) vote, which vote(s) shall be exercised and cast in accordance with the Declaration of Condominium applicable to such Class Member. In the event there is more than one (1) owner with respect to a Unit as a result of the fee interest in such Unit being held by more than one (1) person or entity, such owners collectively shall be entitled to one (1) vote for each Unit owned in the manner determined by the Declaration.

2. In matters that require a vote, voting shall take place as follows:

a. Matters substantially pertaining to a particular Tidelands condominium or any combination of Tidelands condominiums shall be voted upon only by the Class Members of the applicable Tidelands condominium(s) and shall be determined by a vote of the majority of such Class Members at any meeting having a proper quorum (as determined in accordance with the Bylaws); and

b. Matters substantially pertaining to all of the Tidelands condominiums or the Association as a whole shall be voted on by the membership and shall be determined by a vote of the majority of the membership in attendance at any meeting having a quorum (as determined in accordance with the Bylaws).

3. Any decision as to whether a matter substantially pertains to a particular Tidelands condominium or any combination of or all Tidelands condominiums or to the Association as a whole, for purposes of voting, shall be determined solely by the Board. Notwithstanding the foregoing, no action or resolution affecting a Tidelands condominium or any combination of Tidelands condominiums which the Board determines requires the vote of the Members as a whole shall be effective with regard to a Tidelands condominium unless the Class Members of the particular Tidelands condominium or any combination of Tidelands condominiums so affected shall be given the opportunity to vote on said action or resolution as a class or classes.

4. The membership shall be entitled to elect the Board as provided in Article X of these Articles.

5. Notwithstanding any other provisions of these Articles, on matters which require voting by the Members, or Class of Members, if the question is one upon which, by express provisions of the Act or the Condominium Documents (in accordance with the Act), requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

## **ARTICLE V TERM**

Existence of the Association shall commence with the filing of these Articles in the Public Records. The Association shall exist in perpetuity.

## **ARTICLE VI INCORPORATOR**

The name and address of the Incorporator of these Articles are as follows: Ann E. Drobot, 1064 Greenwood Blvd., Suite 200, Lake Mary, Florida 32746.

## **ARTICLE VII OFFICERS**

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as it deems necessary to administer or assist in the administration of the operation or management of the Association and Developer shall have the right to be reimbursed for expenses incurred by Developer on behalf of the Association in managing the Association.

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members Meeting" (as described in the Bylaws); provided, however, such officers may be removed by such Board or the Members and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

## **ARTICLE VIII FIRST OFFICERS**

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Lane Louque
Vice President	Cecil J. Zachary
Secretary/Treasurer	Dan Calton

**ARTICLE IX  
BOARD OF DIRECTORS**

A. The number of Directors on the first Board of Directors ("First Board"), the "Initial Elected Board" (as hereinafter defined) and all Boards elected prior to the Annual Members Meeting following the "Developer's Resignation Event" (as hereinafter defined) shall be no less than three (3) nor more than seven (7). The number of Directors elected by the Members subsequent to the Developer's Resignation Event shall be as provided in Paragraph K of this Article X. Except for Developer-appointed Directors, Directors must be Members or the spouses, parents or adult children of Members except that if a Unit is owned by an entity and not an individual, such entity may appoint an individual on its behalf to be eligible to serve on the Board of Directors.

B. The names and addresses of the persons who are to serve as the First Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Lane Louque	1064 Greenwood Blvd., Ste. 200 Lake Mary, FL 32746
Cecil J. Zachary	1064 Greenwood Blvd., Ste. 200 Lake Mary, FL 32746
Dan Calton	1064 Greenwood Blvd., Ste. 200 Lake Mary, FL 32746

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided. Developer reserves the right to remove any Director from the First Board and the right to remove any Director designated by Developer in accordance with these Articles.

C. Upon the conveyance by Developer to Unit Owners other than Developer of fifteen percent (15%) or more of the Total Units (as evidenced by the recordation of deeds), including Units located in all Tidelands condominiums(s) the Purchaser Members shall be entitled to elect one-third (1/3) of the Board, which election shall take place at the "Initial Election Meeting." Developer shall designate the remaining Directors on the Board at the Initial Election Meeting. The Director to be so elected by the Purchaser Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph D of this Article X, the Initial Elected Board shall serve until the next Annual Members Meeting, whereupon, the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members Meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board. Developer reserves the right, until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this Paragraph C.

The term "Total Units" means the number of Units contemplated for Tidelands (less the number of Units in Tidelands which Developer decides neither to submit as part of Tidelands condominium as provided in the Declarations nor submit to condominium ownership as a separate Tidelands condominium).

D. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of certain events.

1. Purchaser Members other than the Declarant are entitled to elect not less than a majority of the Board upon the occurrence of any of the following, whichever shall first occur (reciting the provisions of Sections 718.301(1)(a) - (e), of the Act, as required by Rule 61B-17.0012, of the Florida Administrative Code):

a. Three (3) years after fifty percent (50%) of the Total Units have been conveyed to purchasers;

b. Three (3) months after ninety percent (90%) of the Total Units have been conveyed to purchasers;

c. When all the Total Units 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 or business;

d. When some of the Total 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; or

e. Seven (7) years after recordation of the declaration of condominium, or in the case of an association which may ultimately operate more than one condominium, seven (7) years after recordation of the declaration for the first condominium it operates, or in the case of an association operating a phase condominium created pursuant to Section 718.403 of the Act, seven (7) years after recordation of the declaration creating the initial phase, whichever occurs first. The Developer is entitled to elect at least one (1) member of the Board as long as the Developer holds for sale in the ordinary course of business at least 5 percent (5%) [of the units] in condominiums with fewer than five hundred (500) units and 2 percent (2%) [of the units] in condominiums with more than five hundred (500) units of the units in a condominium operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the Association or selecting a majority of the members of the Board.

2. Notwithstanding the above Paragraph D.1, Developer shall have the right at any time, upon written notice to the Association, to relinquish its right to designate a majority of the Board.

E. The election of not less than a majority of Directors by the Purchaser Members shall occur at a meeting of the membership to be called by the Board for such purpose ("Majority Election Meeting").

F. At the Majority Election Meeting, Purchaser Members shall elect two (2) Directors and Developer, until the Developer's Resignation Event, shall be entitled to designate one (1) Director. Developer reserves the right, until the Developer's Resignation Event, to name the successor, if any, to any Director it has so designated; provided, however, Developer shall in any event be entitled to exercise any right it may have to representation on the Board as granted by law, notwithstanding the occurrence of the Developer's Resignation Event.

G. At the first Annual Members Meeting held after the Majority Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. A number equal to fifty percent (50%) of the total number of Directors rounded to the nearest or next whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. The remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

H. The Board shall continue to be elected by the Members subject to Developer's right to appoint a member to the Board as specified in the Act at each subsequent Annual Members Meeting until Developer is no longer entitled to appoint a member to the Board.

I. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within seventy-five (75) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of the election shall be forwarded to all Members in accordance with the Bylaws; provided, however, the Members shall be given at least sixty (60) days notice of such election. The notice shall also specify the number of Directors that shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.

J. Developer shall cause all of its designated Directors to resign when Developer no longer holds at least five percent (5%) of the sum of the Total Units for sale in the ordinary course of business. In addition, Developer may at any time, in its sole discretion, cause the voluntary resignation of all of the Directors designated by it. The happening of either such event is herein referred to as the "Developer's Resignation Event." Upon the Developer's Resignation Event, the Directors elected by Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of the Developer's designated Directors. These successor Directors shall serve until the next Annual Members Meeting and until their successors are elected and qualified; provided, however, nothing herein contained shall be deemed to waive any right to representation on the Board which Developer may have pursuant to the Act. Developer specifically reserves the right to assert any right to representation on the Board it may have pursuant to the Act, notwithstanding that the Developer's Resignation Event may have previously occurred.

K. At each Annual Members Meeting held subsequent to the year in which the Developer's Resignation Event occurs, the number of Directors to be elected shall be determined by the Board from time to time, but there shall be no less than three (3) or more than seven (7) Directors.

L. The following provisions shall govern the right of each Director to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Director.

2. All of the Directors shall vote as one (1) body, without distinction as to class, on matters which pertain to the Association, the Association Property or all Tidelands condominiums.

3. In the case of deadlock by the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.



**ARTICLE X  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

All of the powers and duties of the Association shall be exercised by the Board in accordance with the provisions of the Act and the Condominium Documents, where applicable, and shall include, but not be limited to, the following:

- A. Making and collecting Assessments against Members to defray the costs of the Common Expenses;
- B. Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board;
- C. Maintaining, repairing and operating the improvements within Tidelands;
- D. Reconstructing improvements after casualties and losses and making further authorized improvements within Tidelands;
- E. Making and amending rules and regulations with respect to all Tidelands condominiums administered by the Association and for the Association Property;
- F. Contracting for the management and maintenance of the Condominium and Association Property authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of improvements or portions thereof for which the Association has such responsibility and other services with funds that shall be made available by the Association for such purposes and terminating such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act including, but not limited to, the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association;
- G. Paying taxes and Assessments which are or may become liens against the Common Elements of any Tidelands condominium administered by the Association and assessing the same against Units within such condominium, the Unit Owners of which are responsible for the payment thereof;
- H. Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability in accordance with the Act and the Condominium Documents and acquiring one insurance policy to insure the Condominium and Association Property and to allocate the premiums therefor in a fair and equitable manner;
- I. Paying costs of all power, water, sewer and other utility services rendered to the Condominium and Association Property of any Tidelands condominium administered by the Association and not billed directly to Unit Owners;
- J. Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of this Association and paying all salaries therefor;
- K. Engaging in mandatory non-binding arbitration as provided for in Section 718.112(2)(a)2 of the Act for the settlement of disputes as provided for in Section 718.1255 of the Act. The provisions of Sections 718.112(2)(a)2 and 718.1255 of the Act are incorporated herein by this reference;

L. Preparing a question and answer sheet, if and as required by the Act and the rules promulgated in the Florida Administrative Code and updating the question and answer sheet at least annually;

M. Maintaining an adequate number of copies of the Condominium Documents as well as the question and answer sheet referred to in Paragraph X.M. above, on the Condominium to ensure their availability to Unit Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same;

N. Ensuring that the following contracts shall be in writing:

1. Any contract for the purchase, lease or renting of materials or equipment which is not to be fully performed within one (1) year from the date of execution of the contract; and

2. Any contract, regardless of term, for the provision of services, other than contracts with employees of the Association, and contracts for attorneys and accountant services, and any other service contracts exempted from the foregoing requirement by the Act or rules set forth in the Florida Administrative Code as they relate to condominiums.

P. Obtaining competitive bids for materials, equipment and services where required by the Act and rules set forth in the Florida Administrative Code as they relate to condominiums; and

Q. All other powers and duties reasonably necessary to operate and maintain all Tidelands condominiums administered by the Association in compliance with the Condominium Documents and the Act.

#### ARTICLE XI INDEMNIFICATION

A. Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, employee, officer, or agent of the Association. Such indemnification shall include indemnification against expenses (including, without limitation, reasonable attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement, actually and reasonably incurred by the indemnified person in connection with such action, suit, or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceedings, such person had no reasonable cause to believe his or her conduct was unlawful. Notwithstanding the foregoing, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his or her duty to the Association, unless, and then only to the extent that, the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses as such court shall deem proper. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. Notwithstanding the foregoing, the Association need not indemnify the managing agent of the Condominium unless such indemnification is required to do so by the agreement between the Association and such managing agent, approved by the Board or required by law.

B. Approval. Any indemnification under Paragraph XII.A. above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification is proper under the circumstances because the person requesting indemnification has met the applicable standard of conduct set forth above. Such determination shall be made by majority vote of the Directors who were not party to such action, suit, or proceeding, if sufficient to constitute a quorum, or (ii) by a majority of the Members (inclusive of the Developer).

C. Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board in any specific case upon receipt of a written agreement by or on behalf of the affected Director, officer, employee, or agent to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the Association as authorized in this Article.

D. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled by law, under the Bylaws, or pursuant to any agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs and personal representatives of such person.

E. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Association, including, without limitation, as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

## ARTICLE XII BYLAWS

The initial Bylaws shall be adopted by the First Board and thereafter may be altered, amended, rescinded or repealed in the manner provided in the Bylaws.

## ARTICLE XIII AMENDMENTS

A. Prior to the recording of the Declaration among the Public Records, these Articles may be amended by an instrument in writing signed by the President (or a Vice President) and the Secretary (or an Assistant Secretary) and filed in the Office of the Secretary of State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendment and give the date of adoption of the amendment by the Board. A certified copy of each such amendment shall always be attached to any certified copy of these Articles or a certified copy of the Articles as restated to include such Amendments and shall be an exhibit to each Declaration upon the recording of each Declaration. This Article XIV is intended to comply with Chapter 617 of the Florida Statutes.

B. After the recording of the Declaration among the Public Records, these Articles may be amended in the following manner:

1. The Board, as a whole, shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Members

Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one meeting;

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the Bylaws for the giving of notice of Meetings of Members ("Required Notice");

3. At such meeting a vote of the Members shall be taken on the proposed amendments. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members entitled to vote thereon; or

4. An amendment may be adopted by a written statement signed by all Directors and written consent of Members representing the Voting Interests sufficient to pass the amendment if the vote were to be taken at a meeting where all Members are present and setting forth their intention that an amendment to the Articles be adopted. Where an amendment is passed by written consent in lieu of meeting, those Members not submitting written consent shall be notified in writing of the passage thereof.

C. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration, unless the Declaration is also amended.

D. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and, after the recordation of the Declaration, recorded among the Public Records as an amendment to the Declaration.

E. Notwithstanding the foregoing provisions of this Article there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including, without limitation, the right to designate and select the Directors as provided in Article X hereof, without the prior written consent thereto by Developer nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of the holder, guarantor or insurer of a first mortgage on any Unit or of any Institutional Mortgagee without its prior written consent.

#### ARTICLE XIV EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act:

A. During any Emergency (as defined in Paragraph E below) or in anticipation of an Emergency, the Board may:

1. Modify lines of succession to accommodate the incapacity of any Director, officer, agent or employee of the Association; and

2. Relocate the principal office of the Association or designate alternate principal offices or authorize officers to do so.

B. During any emergency:

1. One or more officers of the Association present at a meeting of the Board may be deemed to be Directors for the meeting, in order of rank and within the same order of rank in order of seniority, as necessary to achieve a quorum; and

2. The Director or Directors in attendance at a meeting shall constitute a quorum.

C. Corporate action taken in good faith during an Emergency to further the ordinary affairs of the Association:

1. Binds the Association; and

2. May not be used to impose liability on a Director, officer, employee or agent of the Association.

D. A Director, officer or employee of the Association acting in accordance with any Emergency bylaws is only liable for willful misconduct.

E. An "Emergency" exists for the purposes of this Article XIV if a quorum of the Directors cannot readily assemble because of a catastrophic event.

#### ARTICLE XV DISSOLUTION

The Association may be dissolved in accordance with the Declaration and Chapter 617 of the Florida Statute. In the event of dissolution, liquidation or winding up of the Association, subject to the Declaration, the Association's assets remaining after payment, or provisions of payment, of all known debts and liabilities of the Association shall be divided among and distributed to the Members thereof in accordance with their respective rights therein.

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

#### ARTICLE XVI REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 1064 Greenwood Boulevard, Suite 200, Lake Mary, Florida 32746, and the initial registered agent of the Association at that address shall be Ann E. Drobot.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this \_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Ann E. Drobot, Incorporator

The undersigned hereby accepts the designation of Registered Agent of Tidelands Condominium Association, Inc. as set forth in Article XVI of these Articles and acknowledges that she is familiar with, and accepts the obligations imposed upon registered agents under, the Florida Not for Profit Corporation Act.

\_\_\_\_\_  
Ann. E. Drobot, Registered Agent

DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM  
EXHIBIT "D"

Bylaws

A copy of the Bylaws of Tidelands Condominium Association, Inc. are attached hereto.

AT:164748v12

**BYLAWS  
OF  
TIDELANDS  
CONDOMINIUM ASSOCIATION, INC.**

**Section 1. Identification of Association**

These are the Bylaws of TIDELANDS CONDOMINIUM ASSOCIATION, INC. ("Association"), as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes, for the purpose of managing, operating, and administering the condominium known as Tidelands, a Condominium and possibly one (1) or more other condominium(s) which may be developed in the development known as Tidelands as more particularly set forth in the Articles of Incorporation of the Association ("Articles").

1.1. The office of the Association shall be for the present at 1064 Greenwood Blvd., Suite 200, Lake Mary, Florida 32746, and thereafter may be located at any place designated by the Board.

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

1.3. The seal of the corporation shall bear the name of the corporation, the word "Florida" and the words "Corporation Not for Profit."

**Section 2. Definitions**

2.1. Unless otherwise defined herein, all capitalized terms shall have the meanings set forth in the Condominium Act, Chapter 718, Florida Statutes ("Act"), as amended through the date of recording the Declaration amongst the Public Records of Flagler County, Florida ("County") or, if not defined in the Act, as defined in the Articles.

2.2. Notwithstanding anything to the contrary herein, references to any of the Condominium Documents shall be deemed to include any amendment to any such document as set forth therein.

**Section 3. Membership; Members Meetings; Voting and Proxies**

3.1. The qualification of Members, the manner of their admission to membership and the termination of such membership shall be as set forth in Article IV of the Articles.

3.2. The Association shall hold a meeting of the Members annually at the office of the Association or at such other place, and at such time as determined by the Board and as designated in the notice of such meeting ("Annual Members Meeting") provided by the Board to the Members in accordance with the notice provisions of the Act. The first Annual Members meeting shall be held the year following the year in which the Articles are filed with the



Secretary of State. All such meetings shall be conducted in the English language. The purpose of the Annual Members Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of Article IX of the Articles) and transact any such other business set forth in the agenda included in the written notice of the Annual Members Meeting.

3.3. Special meetings of the Members or any Class Members, as the case may be, shall be held at any place within the State of Florida whenever called by the President or Vice President of the Association or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written request from one-third (1/3) of the Members or any Class Members, as the case may be, except as otherwise provided in Sections 4.5(a) and 7.3(b) hereof. Unless specifically stated otherwise herein, the provisions of these Bylaws pertaining to meetings of Members shall also be applicable to meetings of Class Members.

3.4. Except as otherwise provided herein, written notice of a meeting (whether the Annual Members Meeting or a special meeting of the Members) shall be mailed to each Member at his or her last known address as it appears on the books of the Association. Notice of meetings of the Board, Annual Members or a special meeting of the Members, except meetings of the Members called to recall Board members pursuant to Section 718.112 (2)(j) of the Act may be given to Members by electronic transmission to Members who consent to receive notice of electronic transmission. Proof of such mailing shall be given by affidavit of the person who mailed such notice and also by such other method as may be required by the Act. The notice shall state the time and place of such meeting and the purposes for which the meeting is called. Unless a Member waives in writing the right to receive notice of the meeting, written notice of Annual Members Meetings and special meetings of the Members shall be mailed or delivered to each Member in the manner required by the Act, not less than fourteen (14) days prior to the date of the meeting. Notice of the Annual Members Meeting or special meeting of the Members shall be posted at a conspicuous place on the Condominium Property as more particularly set forth in the rules and regulations as may be adopted by the Association, at least fourteen (14) continuous days prior to the meeting. If a meeting of the Members, either a special meeting or an Annual Members Meeting, is one which, by express provision of the Act or Condominium Documents (provided the express provision of the Condominium Documents is in accordance with the requirements of the Act) there is permitted or required a greater or lesser amount of time for the mailing or posting of notice than is required or permitted by the provisions of this Paragraph 3.4, then such express provision shall govern.

3.5. The Members or any Class Members, as the case may be, may waive notice of special meetings; and, at the discretion of the Board, act by written agreement in lieu of a meeting. Written notice of the matter or matters to be considered by written agreement in lieu of a meeting shall be given to the Members or any Class Members, as the case may be, at the addresses and within the time periods set forth in Section 3.4 hereof or duly waived in accordance with such Section. The notice shall set forth a time period during which time a response must be made by a Member or "Proxy" (as hereinafter defined). The decision of a majority of a quorum of the Voting Interests (as evidenced by written response to be solicited in the notice) shall be binding on the Members or any Class Members, as the case may be, provided a quorum of the Members or any Class Members, as the case may be, submits a response.

However, if the question is one upon which, by express provisions of the Act or the Condominium Documents (provided the express provisions of the Condominium Documents are in accordance with the requirements of the Act), requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.6. A quorum of the Members shall consist of persons entitled to cast votes on behalf of a majority of the entire Membership. A quorum of any Class Members shall consist of persons entitled to cast votes on behalf of such Class Members. When a quorum is present at any meeting and a question which raises the jurisdiction of such meeting is presented, the holders of a majority of the Voting Interests present in person or represented by written Proxy shall be required to decide the question. However, if the question is one which, by express provision of the Act or the Condominium Documents (provided the express provision of the Condominium Documents is in accordance with the requirements of the Act), requires a vote other than the majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.7. If any meeting of the Members or any Class Members, as the case may be, cannot be properly held because a quorum is not in attendance, the Members who are present, either in person or by Proxy, may adjourn the meeting from time to time until a quorum is present. A quorum is not required for an election to occur; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Directors. In the case of the meeting being adjourned, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

3.8. At any Annual Members Meeting at which elections of Directors are to occur, Directors shall be elected by written ballot or voting machine. In no event shall Proxies be used in electing the Board, either in general elections or elections to fill vacancies caused by resignation, recall, or otherwise, unless otherwise provided in the Act. The procedures for the nomination of candidates and voting in elections shall be as provided in Section 718.112(2)(d)(3) of the Act.

3.9. If a quorum is not in attendance at a Meeting, the Members entitled to vote thereat who are present, either in person or by Proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board. In the event any meeting is adjourned or postponed to be continued at another time because a quorum is not present at such meeting, then and in that event, the quorum requirements provided herein shall be reduced to the presence in person or by Proxy of one-third (1/3) of the Voting Interests of Members or Class Members of the Association at the adjourned meeting. Actions approved by a majority of the Voting Interests of Members or Class Members present in person or by Proxy at such adjourned meeting at which such reduced quorum exists shall be binding upon all Members or Class Members and for all purposes except where otherwise provided by law, in the Declaration, in the Articles, or in these Bylaws. This reduction of the quorum requirements shall apply only if the Board sends notice of the adjourned or postponed meeting to the Members or Class Members as elsewhere provided, which notice

must specifically provide that quorum requirements will be reduced at the adjourned or postponed meeting.

3.10. Minutes of all meetings shall be kept in a businesslike manner and available for inspection by the Members and Directors at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes report.

3.11. If, as and when one (1) or more Tidelands condominium(s), other than the Condominium, is submitted to condominium ownership, Class Members shall be created for Unit Owners in each additional condominium. All classes of Members shall vote in the manner stated in Article IV of the Articles. Voting rights of Members shall be as stated in each Declaration and the Articles. Such votes may be cast in person or by Proxy. "Proxy" is defined to mean an instrument in writing, signed by a Member, appointing a person to whom the Member delegates the Member's right to cast a vote or votes in the Member's place and stead. Proxies shall be valid only for the particular meeting designated therein and any lawful adjournments thereof; provided, however, that no Proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given, provided, this express provision is not inconsistent with the requirements of the Act, in which case the Act shall govern and control. Each Proxy shall contain the date, time and place of the meeting for which the Proxy is given. A Proxy shall set forth those items which the holder of the Proxy may vote and the manner in which the vote is cast. Members shall not vote by general Proxy, except as provided in section 718.112(2)(b)(2) of the Act, but may vote by limited Proxy. A Proxy must be filed with the Secretary of the Association before the appointed time of the meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast by virtue of such Proxy.

3.12. Upon demand of any Member at any time prior to a vote upon any matter at a meeting of the Members, or any Class Members, any Member may demand voting on such matter shall be by secret ballot. The chairman of the meeting shall call for nominations for inspectors of election to collect and tally written ballots upon the completion of balloting upon the subject matter.

3.13. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with the rules and regulations of the Association. In addition, any Member may tape record or videotape a meeting in accordance with the rules and regulations of the Association.

#### Section 4. Board of Directors; Directors Meetings

4.1. The form of administration of the Association shall be by a Board of not less than three (3) Directors. At each Annual Members Meeting held subsequent to the year in which the Developer's Resignation Event occurs, the number of Directors (which must be an odd number) shall be determined by the Board from time to time. Except for Developer-appointed Directors, Directors must be Members of the Association or the spouses, parents or adult children of Members.

4.2. The provisions of the Articles setting forth the selection, designation, election and removal of Directors are hereby incorporated herein by reference. Voting for Directors, if applicable, shall be noncumulative. Directors elected by the Members in accordance with Article IX of the Articles shall be elected by a plurality of votes cast by the Members present in person or by Proxy and entitled to vote at a properly held Annual Members Meeting or special meeting of the Members.

4.3. Subject to Section 4.5 below and the rights of Developer as set forth in the Articles and as set forth in Section 4.5(b) below, vacancies on the Board shall be filled by person(s) elected by the affirmative vote of a majority of the remaining Directors. Such person shall be a Director and have all the rights, privileges, duties and obligations as a Director elected at the Annual Members Meeting. A Director elected by the Board to fill a vacancy shall hold office only until the next election of Directors by the Members.

4.4. The term of each Director's service, except as provided in Section 4.3 of these Bylaws, shall extend until the next Annual Members Meeting and thereafter, until his or her successor is duly elected and qualified or until he or she is removed in the manner elsewhere provided herein.

4.5. (a) A Director elected by the Purchaser Members, as provided in the Articles, may be removed from office with or without cause upon the affirmative vote or the agreement in writing of the Purchaser Members acting on behalf of a majority of Voting Interests held by Purchaser Members at a special meeting of the Purchaser Members. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in Section 718.112(2)(j) of the Act, as it may be amended from time to time.

(b) A Director on the First Board or designated by Developer as provided in the Articles may be removed only by Developer in its sole and absolute discretion and without any need for a meeting or vote. Developer shall have the unqualified right to name successors to fill any vacancies occurring for any reason on the Board among Directors on the First Board or designated by it, and Developer shall notify the Board as to any such removal or vacancy and the name of the successor Director and of the commencement date for the term of such successor Director.

4.6. Notice to Members of the Annual Members Meeting at which the Board of Directors is elected shall specify that the organizational meeting of the newly elected Board shall be held immediately following the Annual Members Meeting. In the event the newly elected Board announces at the Annual Members Meeting that it will not have its organizational meeting immediately after the Annual Members Meeting, the Members shall be properly noticed as provided for in these Bylaws. No further notice of the organizational meeting shall be necessary, providing that a quorum shall be present at such organizational meeting.

4.7. 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 Directors. All meetings of the Board shall be conducted in the English language. Special meetings of the Board may be called at the discretion of the President or the Vice President of the Association. Special meetings must be

called by the Secretary at the written request of one-third (1/3) of the Directors. Participation in meetings of the Board by telephone or another form of electronic communication is permitted subject to the requirements of Section 718.112 (2)(b)5 of the Act.

4.8. Notice of the time, agenda and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day specified for such meeting. Except in an emergency, notice of a Board meeting shall be posted conspicuously on the Condominium Property, as more specifically set forth in the rules and regulations, at least forty-eight (48) continuous hours in advance for the attention of Members. Notice of any meeting where regular assessments against Members are to be considered for any reason specifically shall contain a statement that assessments will be considered as well as the nature of any such assessments. Notice of a meeting where nonemergency Special Assessments or amendments to rules regarding Unit use will be considered shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. Proof of such mailing shall be given by affidavit executed by the person providing the notice and filed among the official records of the Association. Any Director may waive notice of the meeting before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.9. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically provided elsewhere herein or in any of the Condominium Documents. A Director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he or she votes against such action or abstains from voting in respect thereto. A vote or abstention for each Director present shall be recorded in the minutes. If at any meetings of the Board there shall be less than a quorum present, the majority of those present entitled to vote may adjourn the meeting from time to time until a quorum is present. At any properly held adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

4.10. The presiding officer at Board meetings shall be the President. In the absence of the President, the Directors present shall designate any one of their number to preside.

4.11. Directors shall not receive any compensation for their services.

4.12. The Board shall have the power to appoint executive committees of the Board consisting of not less than two (2) Directors. Executive committees shall have and exercise such powers of the Board as may be delegated to such executive committees by the Board.

4.13. Meetings of the Board at which a quorum of the Members is present shall be open to the Members. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with the rules and regulations. All Board meetings shall

be conducted in the English language. In addition, any Member may tape record or videotape a meeting in accordance with the rules and regulations of the Association. Notwithstanding any other law, or provision in these Bylaws, Board meetings and committee meetings with the Association's attorney with respect to proposed or pending litigation, when the meeting is held for the purpose of seeking legal advice or rendering legal advice may be closed to Members at the discretion of the Board.

4.14. Should the Association be required, pursuant to any declaration or other similar instrument or any agreement entered into by the Association, to appoint Members to be a member or participant on any board or committee, the Board shall have the power to appoint the Members who will sit on such board or committee on behalf of the Association, including but not limited to the three (3) members of the Association who will serve on the Joint Committee created pursuant to that certain Declaration of Easements and Restrictions and Covenant to Share Costs recorded in the Official Public Records of Flagler County, Florida at Official Records Book \_\_\_\_, Page \_\_\_\_.

**Section 5. Fining Procedure for Enforcement of the Condominium Documents; Fees**

5.1. A nonexclusive optional procedure for Board enforcement of the Condominium Documents, including the rules and regulations of the Association, shall be as follows:

**5.1.1. First Offense (1st Notice)**

When the Association becomes aware of noncompliance of a rule or regulation by a Unit Owner, or a Unit Owner's family member, guest, invitee or lessee, the Board shall send a certified letter to the Unit Owner advising him or her of the rule which he or she or his or her family member, guest invitee or lessee has been accused of violating and warning that strict compliance with the rules and regulations will be required. Each day on which a violation occurs shall be deemed to be a separate offense.

**5.1.2. Second Offense (2nd Notice)**

If the Association receives a second report that a violation has been repeated or has been continued beyond the time specified within the first notice, the Board, after verifying the violation, may authorize a fine to be levied upon the Unit Owner. The fine for a second offense may not exceed the maximum amount permitted by the Act. Notice of a second violation shall be sent to the Unit Owner by certified mail, return receipt requested.

**5.1.3. Third Offense (3rd Notice)**

If the Association receives a third report that a violation has been repeated or has continued beyond the time specified within the second notice, following verification of the violation by the Board, the Unit Owner may be charged a fine in an amount not to exceed the maximum amount permitted by the Act.

#### 5.1.4. Repeated Offense

If the Association receives a fourth report that a violation has been repeated or has continued beyond the time specified within the third notice or in any other case where the Board deems it appropriate, the Board may seek injunctive relief through court action. In addition, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed the amount set forth in Section 718.303(3) of the Act.

#### 5.2. Exemptions and Hearings

(a) Any Unit Owner may appear before the Association to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstances.

(b) Where the Association levies fines, such fines shall be levied pursuant to the procedures set forth in the rules and regulations of the Association.

5.3. A Unit Owner who fails to timely pay any Assessment shall be charged a late charge by the Association for such late Assessment in an amount not to exceed the maximum amount permitted by the Act. Unit Owners shall be responsible to pay all legal fees (including but not limited to, attorney and paralegal fees and court costs) incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment and foreclose the Association's lien has been commenced. The Association may charge an administrative fee in addition to any interest charged in accordance with the Declaration in an amount not to exceed the greater of \$25.00 or five percent (5%) of each installment that the payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any court costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

5.4. (a) The existence of the Association's right to fine as herein provided shall not preclude nor limit its right to seek any other enforcement method or remedy provided: (i) pursuant to the Condominium Documents; (ii) at law; or (iii) in equity.

(b) The amount of the fines as set forth herein may be increased by the Board in its sole discretion; provided, any such increase shall conform to the applicable requirements of the Act as to the maximum dollar amount of such fines or fees permitted under the Act.

#### 5.5. Written Inquiries by Unit Owners

Written inquiries by Members to the Board shall be handled in accordance with Section 718.112(2)(a)(2) of the Act, as it may be amended from time to time.

## Section 6. Officers of the Association

6.1. Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer, a Secretary and, if the Board so determines, an Assistant Secretary and an Assistant Treasurer, all of whom shall be elected annually by the Board. Any officer may be removed from office without cause by vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect and designate the powers and duties of such other officers and assistant officers as the Board shall find to be required to manage the affairs of the Association. As provided in the Articles, the same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

6.2. The President, who shall be a Director, shall be the chief executive officer of the Association. The President shall have all of the powers and duties which are usually vested in the office of the president of a condominium association including, but not limited to, the power to appoint committees from among the Members at such times as he or she may, in his or her discretion, determine appropriate to assist in conducting the affairs of the Association. The President shall preside at all meetings of the Board.

6.3. The Vice President(s) shall generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," etc. and shall be called upon in such order to exercise the powers and perform the duties of the President if he or she is absent or incapacitated.

6.4. The Secretary shall cause the minutes of all meetings of the Board and of the Members to be kept, which minutes shall be recorded in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal when duly signed. He or she shall keep, or cause to be kept, the records of the Association, except those of the Treasurer, and shall perform all duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall assist the Secretary and shall perform the duties of the Secretary when the Secretary is absent.

6.5. The Treasurer shall have custody of all the property of the Association, including funds, securities and evidences of indebtedness. He or she shall keep, or cause to be kept, the assessment rolls and accounts of the Members; he or she shall keep, or cause to be kept, the books of the Association in accordance with good accounting practices; and he or she shall perform all duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall assist the Treasurer and shall perform the duties of the Treasurer whenever the Treasurer is absent.

6.6. Officers shall not receive compensation for their services. The compensation, if any, of all other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director or an officer as an employee of the



Association nor preclude the contracting with a Director or an officer for the management of all or any portion of Tidelands.

## **Section 7. Accounting Records; Fiscal Management**

### **7.1. Accounting Records**

(a) The Association shall maintain the official records of the Association in accordance with Section 718.111(12) of the Act, which records shall be open to inspection by Members and owners of first mortgages on Units or their authorized representatives at reasonable times and upon prior written request. The Association may charge Unit Owners, owners of first mortgages on Units or their authorized representative its actual costs for preparing and furnishing copies of the documents including, but not limited to, the Declaration, Articles, Bylaws, Rules and Regulations, question and answer sheet and any amendment to the foregoing to those requesting same. Authorization of a representative of a Member must be in writing, signed by the Member giving the authorization and dated within ten (10) working days before the date of the inspection. The official records shall include accounting records for the Association maintained according to good accounting practices, and such accounting records shall be maintained for a period of not less than seven (7) years. Accounting records so maintained by the Association shall include, but are not limited to: (i) accurate, itemized and detailed records of all receipts and expenditures; (ii) a current account, and a quarterly statement of the account for each Unit or as reported at such interval as may be required by the Act as amended from time to time by the Florida Legislature, designating the name of the owner thereof, the due date and amount of each assessment, the amount paid upon the account, and the balance due; (iii) all audits reviews, accounting statements and financial reports of the Association; and (iv) all contracts for work to be performed, and such bids shall be considered official records and maintained for a period of one (1) year.

(b) A report of the actual receipts and expenditures of the Association for the previous twelve (12) months ("Report") shall be prepared annually by an accountant or Certified Public Accountant in accordance with Section 718.111(13) of the Act. The Report shall be prepared consistent with the requirements of Rule 61B-22.006, of the Florida Administrative Code and a copy of such report shall be furnished in accordance with the Act to each Member not later than the first day of April of the year following the year for which the Report is made. The Report will include account classifications designated in the Act, if applicable, and accounts otherwise included at the Board's discretion. The Report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at the last known address shown on the books and records of the Association.

### **7.2. Budget**

(a) The Board shall adopt a Budget for the Common Expenses of the Condominium ("Budget") for each forthcoming fiscal year ("Budget Year") at a special meeting of the Board ("Budget Meeting") called for that purpose in October prior to the applicable Budget Year. Prior to the Budget Meeting a proposed Budget for the Condominium shall be prepared by or on behalf of the Board, which Budget(s) shall include those expenses listed in

Section 718.504(21) of the Act, as applicable to the Condominium, including but not limited to the following:

- (i) Administration of the Association
- (ii) Management Fees
- (iii) Maintenance
- (iv) Rent for recreational and other commonly used facilities
- (v) Taxes upon Association Property
- (vi) Taxes upon leased areas
- (vii) Insurance
- (viii) Security provisions
- (ix) Other expenses
- (x) Operating capital
- (xi) Reserves for Capital Expenditures and Deferred Maintenance
- (xii) Fees payable to the Division of Florida Land Sales, Condominiums and Mobile Homes

(b) The Budget for the Condominium constitutes an estimate of the expenses to be incurred by the Association for and on behalf of the Condominium. The procedure for the allocation of the expenses attributable to the Condominiums, which are the Common Expenses of the Condominium, shall be as follows:

(i) Expenses of the Association which are applicable to more than one (1) Tidelands condominium (such as administrative expenses) shall be allocated by the Board amongst the several Tidelands condominiums to which such expenses are applicable by multiplying the amount of such expenses by a fraction with respect to the Condominium, the numerator of which is the number of Units within the particular Tidelands condominium to which such expenses are being allocated and the denominator of which is the total number of Units in the various Tidelands condominiums to which such expenses are applicable; provided, however, that if such method of allocation is inequitable due to the fact that a grossly disproportionate amount of such expenses are attributable to a particular Tidelands Condominium, then the Board may allocate such expenses in a manner deemed by it to be fair and equitable.

(ii) Expenses of the Association which are applicable to one (1) Tidelands condominium (such as, but not limited to, utilities and maintenance for the Common Elements of a particular Tidelands condominium) shall be allocated by the Board as a Common Expense solely of such Tidelands condominium.

(iii) In the event there is only one (1) condominium comprising Tidelands, then all expenses of the Condominium Association shall be applicable to that condominium.

(c) Common Expenses with respect to Association Property (i.e., property held in the name of the Association, not the Common Elements), if any, shall be

assessed against all Units in direct proportion to the percentage of ownership in the Common Elements and in the Common Surplus as set forth in the Declaration of Condominium of all the condominiums comprising Tidelands, as they may exist from time to time, after the allocation between or among condominiums is made by the Board pursuant to Section 7.2(b)(i) hereinabove.

(d) The Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the Condominium. The Budget for the Condominium shall include, on an annual basis, the establishment of reserve accounts for capital expenditures and deferred maintenance of the Condominium and Association Property. The reserve accounts shall include, but not be limited to, roof replacement, roadway resurfacing and building exterior repainting regardless of the amount of deferred maintenance expense or replacement cost, and for any other items for which the deferred maintenance expense or replacement cost exceeds Ten Thousand Dollars (\$10,000.00). The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost of each reserve item. Notwithstanding any other provisions to the contrary contained herein, in the event that, by a majority vote of either Members or Class Members, as applicable, at a duly called meeting of the Association or electronically transmitted to the address last furnished to the Association by the Member for the purpose of receiving Association notices, elect to have less than a full reserve or no reserve for deferred maintenance and replacement, then the applicable Budget shall be based on such lesser reserves or no reserves, as the case may be.

(e) Copies of the applicable proposed Budget and notice of the exact time and place of the Budget Meeting shall be mailed to each Member or Class Member at the Member's last known address, as reflected on the books and records of the Association, or electronically transmitted to the address last furnished to the Association by the Member for the purpose of receiving Association notices, not less than fourteen (14) days prior to said Budget Meeting, and the Budget Meeting shall be open to the Members. Failure to timely adopt a Budget for the Condominium shall not alter or abrogate the obligation to pay Common Expenses.

(f) In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any income received by the Association in any calendar year may be used by the Association to pay expenses incurred by the Association in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one (1) calendar year for Common Expenses which cover more than such calendar year; (iv) Assessments shall be made not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current expenses and for all unpaid expenses previously incurred; and (v) expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, Assessments shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses and anticipated cash needs in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting. The cash basis method of accounting shall conform to generally accepted accounting standards and principles.

(g) No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Common Expenses or Operating Expenses not included in a Budget or which shall exceed budgeted items, and no Board shall be required to engage in deficit spending. Should there exist any deficiency which results from expenses being greater than income from Assessments, such deficits shall be carried into the applicable Budget for the next succeeding year as a deficiency or shall be the subject of a Special Assessment to be levied by the Board as otherwise provided in the applicable Declaration.

(h) The Board may also include in the proposed Budget a sum of money as an assessment for the making of betterments to the Condominium and Association Property for anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis. This sum of money so fixed may then be levied upon the Members by the Board as a Special Assessment and shall be considered an "Excluded Expense" under Section 7.3(a) hereof.

### 7.3. Adoption of Budget

Until the provisions of Section 718.112(2)(e)(2) of the Act relative to the Members' approval of a Budget requiring Assessments against the Members in excess of 115% of such Assessments for the Members in the preceding year are declared invalid by the courts, or until amended by the Florida Legislature, the following shall be applicable (however, if such amendment merely substitutes another amount for 115%, then such new amount shall be substituted for 115% each time it is used in this Section 7.3):

(a) Should the Budget adopted by the Board at the Budget Meeting require Assessments against Members of an amount which is not greater than one hundred fifteen percent (115%) of such Assessments for the prior year, the Budget shall be deemed approved by all Members. If, however, the Assessments required to meet the Budget exceed one hundred fifteen percent (115%) of such assessments for the Membership for the preceding year ("Excess Assessment"), then the provisions of Subsections 7.3(b) and (c) hereof shall be applicable. There shall be excluded in the computation of the Excess Assessment certain expenses ("Excluded Expenses") as follows:

(1) Reserves for repair or replacement of any portion of the Condominium Property or Association Property;

(2) Expenses of the Association which are not anticipated to be incurred on a regular or annual basis; and

(3) Assessments for betterments to the Condominium and Association Property.

(b) Should the Excess Assessment be adopted by the Board, then upon delivery to the Board, within twenty (20) days after the Budget Meeting, of a written application requesting a special meeting signed by ten percent (10%) of the Voting Interests, the Board shall call a special meeting to be held upon not less than ten (10) days' written notice to each Member,

but to be held within thirty (30) days of the delivery of such application to the Board. At said special meeting, the Members shall consider and enact a Budget of Common Expenses. The adoption of the revisions to the Budget of Common Expenses shall require approval of not less than a majority of Voting Interests appurtenant to all Units in the Condominium. The Board may propose revisions to the Members at a meeting of Members or in writing, and, if a revised Budget of Common Expenses is enacted at said special meeting, then the revised Budget shall be, as to the Common Expenses, incorporated into the final Budget. If no written application is delivered as provided herein and a quorum is not obtained or a substitute budget is not adopted by the Members, then the Budget originally adopted by the Board shall be the final Budget and shall go into effect as scheduled.

(c) Until the Majority Election Meeting, the Board shall not impose a Assessment pursuant to a Budget for Common Expenses for the Condominium which is greater than one hundred fifteen percent (115%) of the prior fiscal year's Assessment without approval of a majority of the Voting Interests of Members to be so assessed.

(d) If, as and when one (1) or more Tidelands condominiums is created pursuant to the Act, then the Budget shall allocate Assessments for Common Expenses to each Tidelands condominium. In each case in which the Assessments for Common Expenses for the affected Tidelands condominium [less expenses for matters similar to those matters set forth in Paragraphs 7.3(a)(1), 7.3(a)(2) and 7.3(a)(3) above] exceed one hundred fifteen percent (115%) of such Assessments for the prior year, the affected Members shall have the right to revise the Budget as same applies to them in the same manner as set forth in Paragraph 7.3(b) above.

#### 7.4. Allocation of Common Expenses

(a) The portion of the expenses to be allocated to the operation and management of the Condominium shall be set forth in the Budget and shall constitute the Common Expenses of the Condominium. The Common Expenses shall be apportioned to each Unit Owner based upon his share of Common Expenses, as provided in the Declaration of the Condominium.

(b) Notwithstanding the allocation to each Unit of its share of Common Expenses, a Unit Owner shall also be liable for any Special Assessments levied by the Board against his/her Unit as provided in the Condominium Documents. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to such Unit Owners; provided, however, that upon completion of such specific purpose or purposes any excess funds shall be considered Common Surplus. The Association shall collect Assessments and Special Assessments for Common Expenses from a Unit Owner in the manner set forth in the Condominium Documents.

(c) To the extent that the Association at any time has either a Common Surplus or Common Expense in regard to the operation of the Condominium which cannot be attributed to one or more particular Tidelands condominium(s), then such Common Surplus or Common Expense shall be prorated equally based on the number of Units within each Tidelands

condominium and thereafter be deemed a Common Expense or Common Surplus of each Tidelands condominium as set forth in its Declaration.

(d) If, as and when one (1) or more Tidelands condominiums are created pursuant to the Act, the expenses attributable to each Tidelands condominium shall be allocated and apportioned to each Tidelands condominium in the manner set forth in Paragraphs 7.4(a) and 7.4(b) above.

#### 7.5 Depository

The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board. Notwithstanding the foregoing, the President and/or the Treasurer of the Association shall be authorized to sign checks on behalf of the Association, unless otherwise specified by the Board.

#### Section 8. Rules and Regulations

The Board may adopt rules and regulations or amend or rescind existing rules and regulations for the operation and use of the Condominium at any meeting of the Board; provided such rules and regulations shall not be inconsistent with the Condominium Documents or detrimental to sales of Units by Developer as determined by Developer. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed to all Unit Owners at the last known address as shown on the books and records of the Association or email address provided by a Unit Owner for the purpose of receiving notices, and shall not take effect until forty-eight (48) hours after such mailing.

#### Section 9. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of this Association when not in conflict with the Condominium Documents or the Act. In the event of a conflict, the provisions of the Condominium Documents and the Act shall govern.

#### Section 10. Amendments of the Bylaws

10.1. These Bylaws may be amended by the affirmative vote of not less than a majority of the votes of Members entitled to vote thereon, represented in person or by Proxy at a properly held Annual Members Meeting or special meeting of the Membership and the approval of a majority of the Board at a regular or special meeting of the Board. A copy of the proposed amendment shall be sent to each Member along with a notice of the Annual Members Meeting or special meeting. An amendment may be approved at the same meeting of the Board and/or Members at which such amendment is proposed.

10.2. An amendment may be proposed by either the Board or by the Members, and after being proposed and approved by one of such bodies, must be approved by the other as set forth above in order to become enacted as an amendment.

10.3. No modification or amendment to these Bylaws shall be adopted which would affect or impair the priority of any holder, insurer or guarantor of a first mortgage on any Unit in Tidelands, the validity of such mortgage or any of the rights of Developer.

#### **Section 11. Fidelity Bonding**

The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association in accordance with Section 718.111(11)(d) of the Act.

#### **Section 12. Condemnation of Common Elements**

The Association has a limited power to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion or other public purposes, whether negotiated or as a result of eminent domain proceedings.

#### **Section 13. Arbitration**

Pursuant to Section 718.1255 of the Act, mandatory nonbonding arbitration shall be required prior to institution of court litigation for disputes involving certain actions or inactions, as described therein.

#### **Section 14. Certificate of Compliance**

A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Units to the applicable fire and life safety code.

#### **Section 15. Recall of Board Members**

Pursuant to Section 718.112(2)(j) of the Act, any Board member may be recalled and removed from office as provided for and described therein, except as to Developer-appointed members.

[Signatures appear on the next page]

**TIDELANDS  
CONDOMINIUM ASSOCIATION, INC.,  
a Florida not-for-profit corporation**

**By: \_\_\_\_\_  
Lane Louque, President**

**Attest: \_\_\_\_\_  
Dan Calton, Secretary**

**(CORPORATE SEAL)**





**Document prepared by:**

M. Maxine Hicks, Esq,  
Epstein Becker & Green, P.C.  
945 East Paces Ferry Road  
Suite 2700, Resurgens Plaza  
Atlanta, Georgia 30326

**Upon recording please return to:**

Legal Department  
Center Destination Properties  
1064 Greenwood Boulevard  
Suite 200  
Lake Mary, Florida 32746

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AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OF  
TIDELANDS, A CONDOMINIUM  
TO ADD PHASES 16 AND 18

THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF TIDELANDS, A CONDOMINIUM TO ADD PHASE 16 AND PHASE 18 (this "Amendment") is made this day of 9, 2006, by CENTEX HOMES, a Nevada general partnership, d/b/a CENTEX DESTINATION PROPERTIES ("Developer").

WHEREAS, pursuant to the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recordation of the Declaration (as hereinafter defined) (the "Act"), Developer has established Tidelands, a Condominium (the "Condominium"), according to the Declaration of Condominium of Tidelands, a Condominium, recorded in Official Records Book 1313, Page 1311, of the Public Records of Flagler County, Florida and any amendments thereto (the "Declaration");

WHEREAS, the Condominium is a "phase condominium" as contemplated by Section 718.403 of the Act and as set forth in the Declaration;

WHEREAS, the Declaration provides for submission to condominium form of ownership of "Phase 1" as the initial phase and also provides for submission to the condominium form of ownership of Phases 2 through 28, as described in the Declaration; and

WHEREAS, Developer desires to add Phase 16 and Phase 18 as part of the Condominium.

NOW, THEREFORE, Developer, as the owner in fee simple of the "Phase 16 Land" and the "Phase 18 Land" (as hereinafter defined) hereby states and declares:

1. The definitions set forth in Article IV of the Declaration are incorporated herein by reference.

AT:515936v1

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2. The real property more particularly described on the legal description and survey, plot plan and graphic description of improvements for Phase 16 (the "Phase 16 Survey") attached hereto as Exhibit "A-1" (the "Phase 16 Land") and the legal description and survey, plot plan and graphic description of improvements for Phase 18 (the "Phase 18 Survey") attached hereto as Exhibit "A-2" ("Phase 3 Land") and the improvements located on the Phase 16 Land and/or Phase 18 Land and all easements intended for use in connection with the Condominium are hereby submitted to condominium ownership and added as a part of the Condominium pursuant to Articles 8 and 9 of the Declaration. The Phase 16 Land, together with improvements now or hereafter located thereon and all appurtenances thereto, all as set forth on the Phase 16 Survey shall constitute Phase 16. The Phase 18 Land, together with improvements now or hereafter located thereon and all appurtenances thereto, all as set forth on the Phase 18 Survey shall constitute Phase 18.

3. The share in the Common Elements, and of sharing and owning, as applicable, common expenses and common surplus, of each Unit, including Units in the prior phases of the Condominium shall be a one-ninety-fourth (1/94) share. Notwithstanding the foregoing, in the event an additional phase or phases are added to the Condominium, the fractional share of each Unit shall change as stated in the Declaration.

4. This Amendment shall become effective upon its recordation amongst the Public Records of Flagler County, Florida. The effect of this Amendment shall be that Phase 16 and Phase 18, together with previously submitted phases, shall be, and the same shall constitute, the Condominium.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the day and year first above written.

WITNESSES:

CENTEX HOMES, a Nevada general partnership,  
d/b/a CENTEX DESTINATION PROPERTIES

BY: CENTEX REAL ESTATE CORPORATION  
a Nevada corporation,  
Its: Managing General Partner

Shawna M. Hopkins  
Signature  
Shawna M. Hopkins  
Printed Name  
Rebecka L. Mills  
Signature  
Rebecka L. Mills  
Printed Name

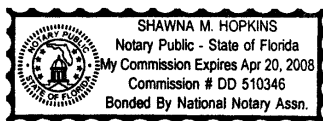
By: [Signature]  
JOHN P. LENIHAN, Division President  
Centex Destination Properties –  
East Division

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of November, 2006, by JOHN P. LENIHAN, the Division President of CENTEX REAL ESTATE CORPORATION, a Nevada corporation, as the general partner of CENTEX HOMES, a Nevada general partnership, d/b/a CENTEX DESTINATION PROPERTIES, on behalf of the corporation, who is personally known to me. He affixed thereto the seal of the corporation.

My Commission expires: 4/20/08



Shawna M. Hopkins  
Notary Public  
Shawna M. Hopkins  
Printed Name of Notary Public

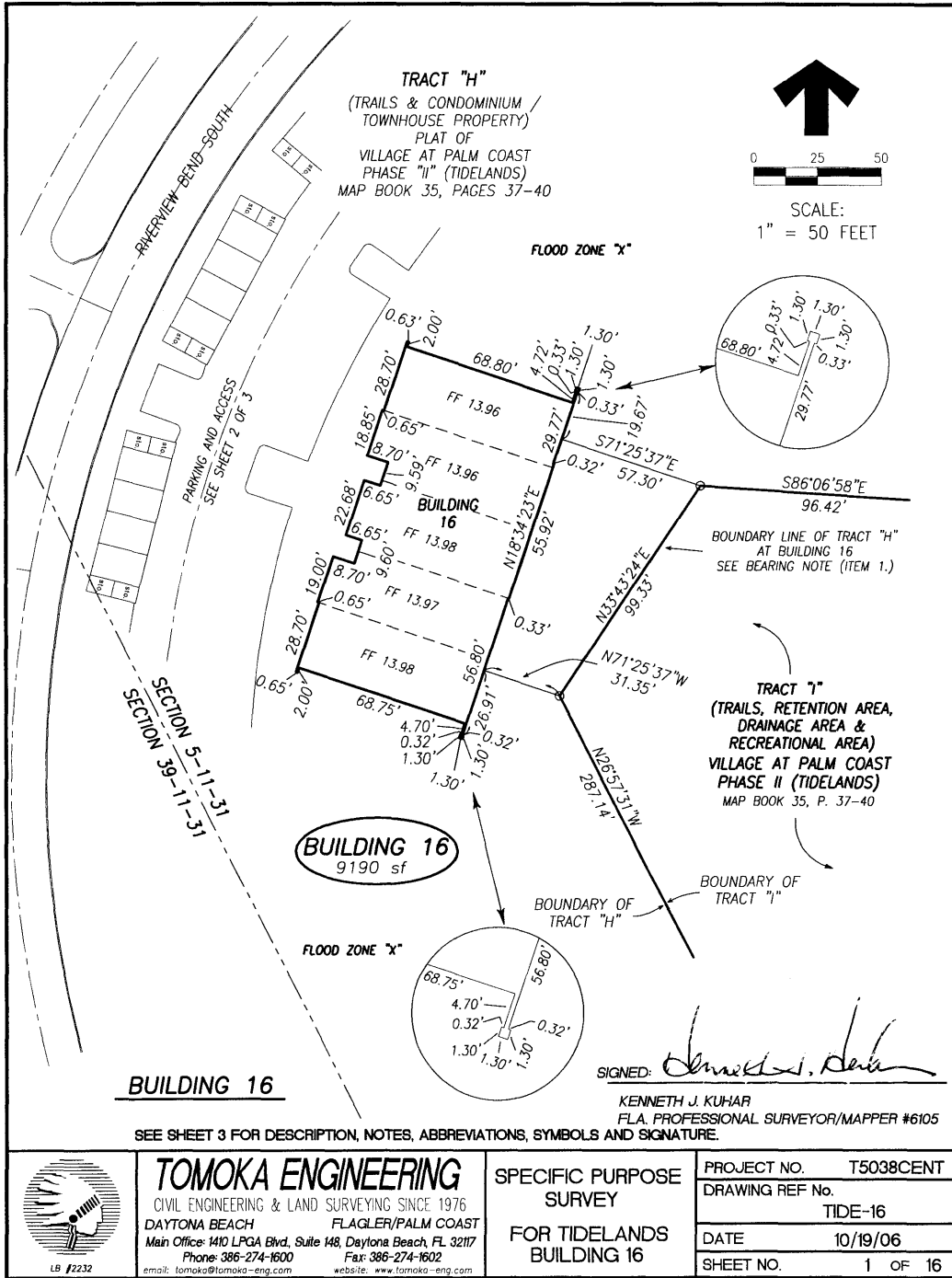
Commission Number: DD 510346

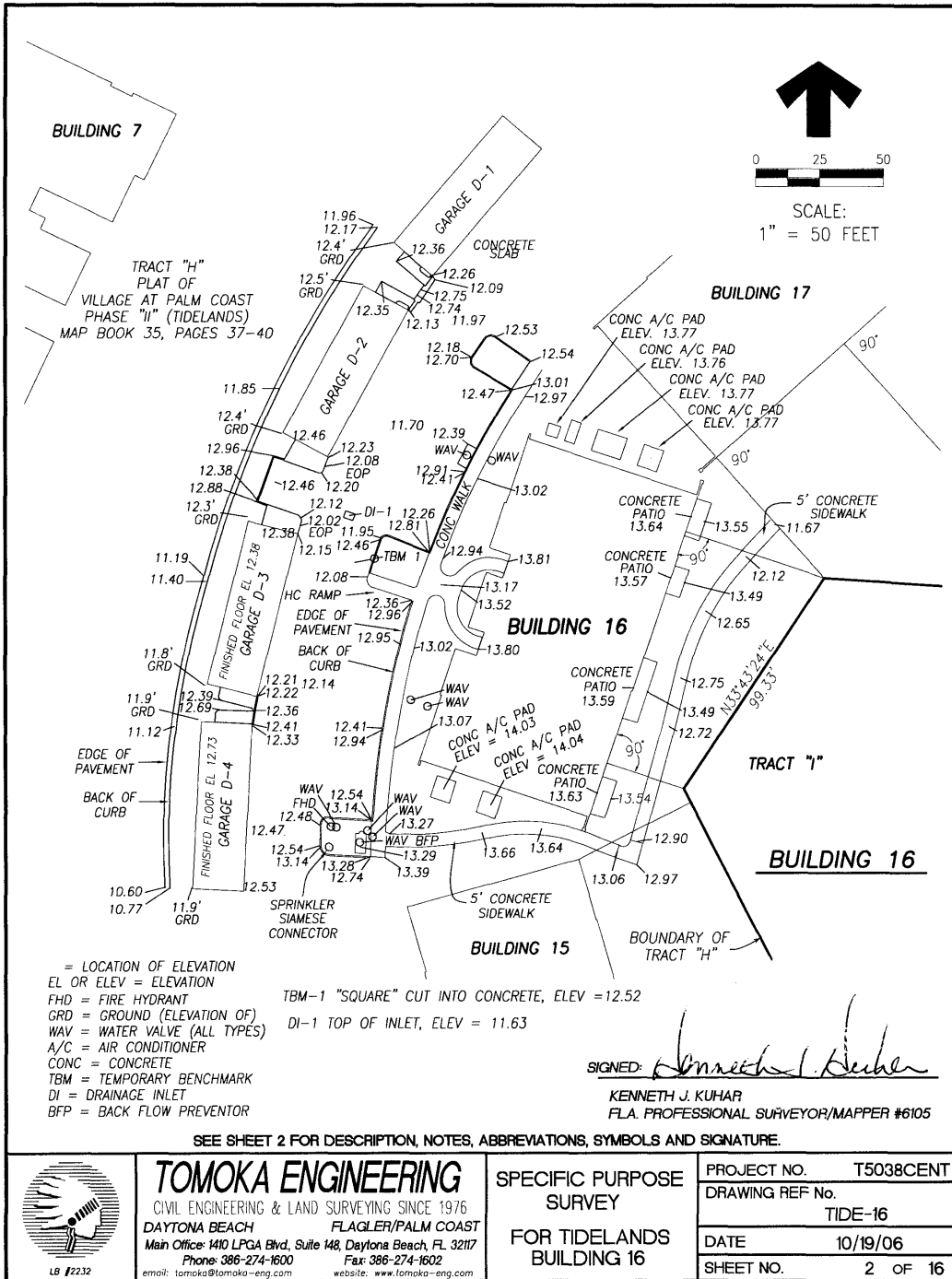
EXHIBIT A-1

Legal Description  
and  
Survey, Plot Plan and Graphic Description of Improvements  
for  
Phase 16 of Tidelands, a Condominium

AT:515936v1

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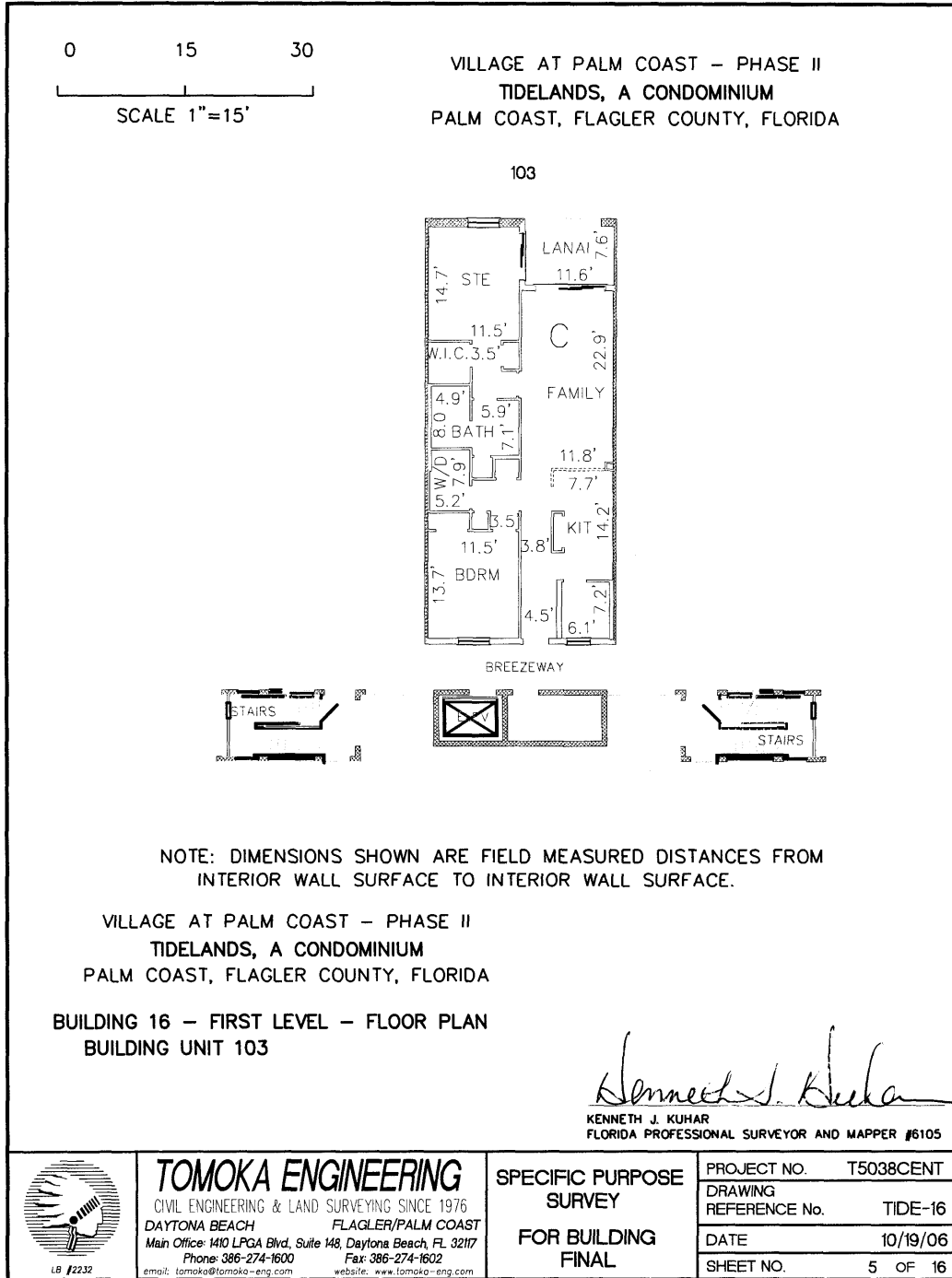


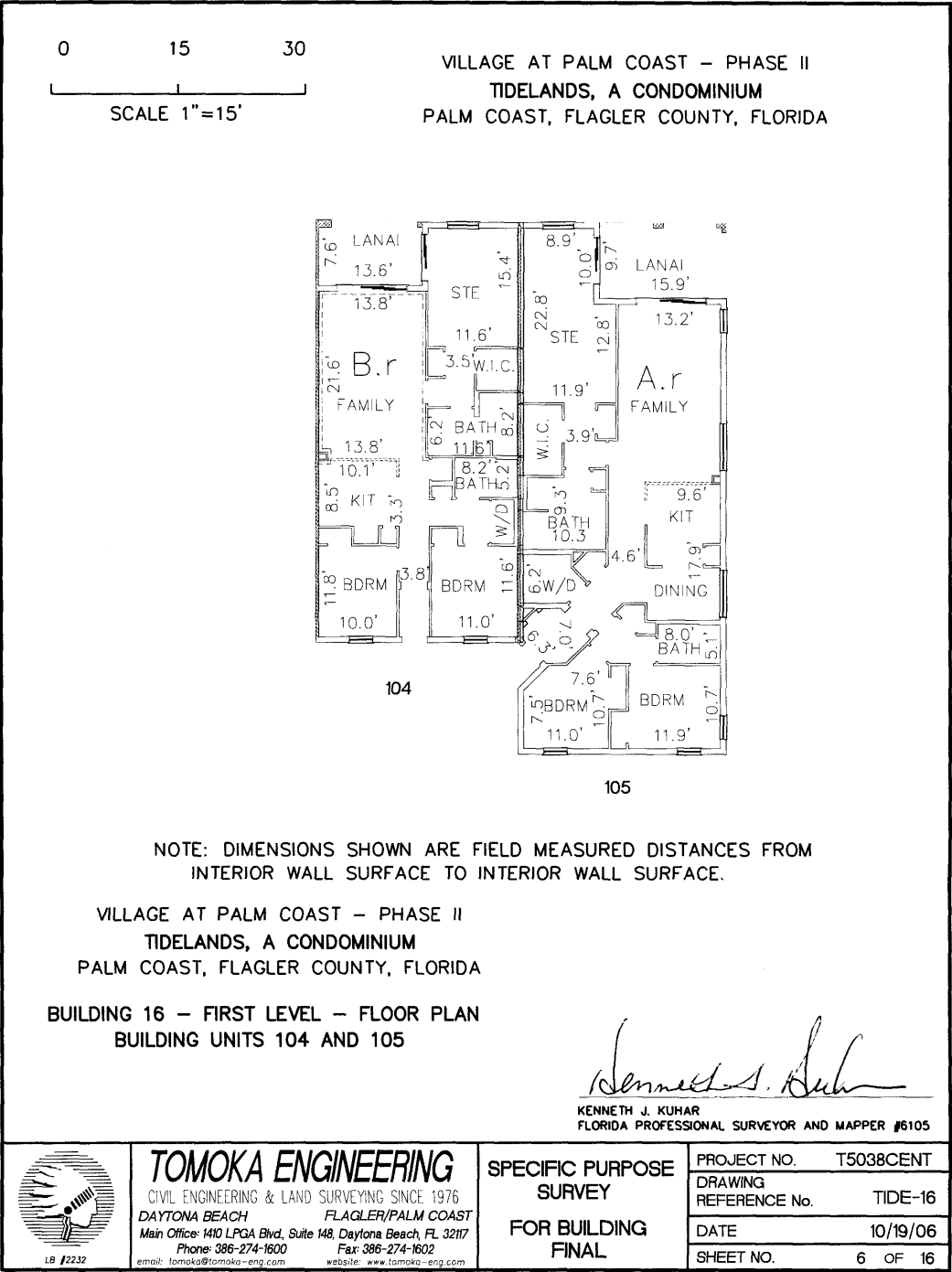


<b>SPECIFIC PURPOSE SURVEY OF BUILDING FOUNDATION</b>		<i>RESERVED FOR RECORDING INFORMATION</i>					
<p style="text-align: center;"><u><b>LEGAL DESCRIPTION</b></u></p> <p>CONDOMINIUM BUILDING 16 (SIXTEEN), OF THE TIDELANDS LYING WITHIN TRACT "H", OF THE PLAT VILLAGE AT PALM COAST PHASE II (TIDELANDS), RECORDED IN MAP BOOK 35, PAGES 37 THROUGH 40, INCLUSIVE, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.</p>							
<p><u><b>NOTES</b></u></p> <ol style="list-style-type: none"> <li>1. BEARINGS BASED ON THE BOUNDARY LINE OF TRACT "H" OF THE SUBDIVISION PLAT VILLAGE AT PALM COAST PHASE II (TIDELANDS), RECORDED IN MAP BOOK 35, PAGES 37 THROUGH 40, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID LINE IN THE VICINITY OF BUILDING 16, BEING N 33°43'24" E.</li> <li>2. THIS SPECIFIC PURPOSE SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR / MAPPER.</li> <li>3. FIELD WORK FOR THIS SPECIFIC PURPOSE SURVEY WAS COMPLETED ON OCTOBER 19, 2006.</li> <li>4. THIS PROPERTY LIES WITHIN FLOOD ZONE "X" ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) FOR FLAGLER COUNTY, FLORIDA, COMMUNITY-PANEL NUMBER 120684 0129 D, EFFECTIVE DATE JULY 17, 2006.</li> <li>5. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SPECIFIC PURPOSE SURVEY WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS</li> <li>6. ELEVATIONS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM, 1929, (NGVD29) PER MEASUREMENT BASED ON THE PALM COAST PRIMARY CONTROL TRAVERSE MONUMENTS (L-MONUMENTS) SET BY B.R. WATTLES, LS#1443.</li> <li>7. THIS IS NOT A BOUNDARY SURVEY.</li> </ol>							
<p><u><b>CERTIFIED TO</b></u></p> <p><b>CENTEX HOMES</b></p>		<p><u><b>STREET ADDRESS</b></u></p> <p><b>75 RIVERVIEW BEND SOUTH PALM COAST, FLORIDA</b></p>					
<p><u><b>ABBREVIATIONS</b></u></p> <table style="width: 100%; font-size: small;"> <tr> <td style="vertical-align: top;"> C=CURVE D=DELTA R=RADIUS L=LENGTH CH=CHORD TB=TANGENT BEARING CB=CHORD BEARING R/W=RIGHT OF WAY C=CENTER LINE </td> <td style="vertical-align: top;"> S/SECT=SECTION R/RNG=RANGE T/TWP=TOWNSHIP I.D=IDENTIFICATION CONC=CONCRETE (R)=RECORD (F)=FIELD MEASURED </td> <td style="vertical-align: top;"> PCP=PERMANENT CONTROL POINT PC=POINT OF CURVE PT=POINT OF TANGENCY PI=POINT OF INTERSECTION PB=PLAT BOOK PG=PAGE POB=POINT OF BEGINNING POC=POINT OF COMMENCEMENT MB=MAP BOOK </td> <td style="vertical-align: top;"> PRM=PERMANENT REFERENCE MONUMENT PLS=PROFESSIONAL LAND SURVEYOR PE=PROFESSIONAL ENGINEER ORB=OFFICIAL RECORD BOOK FF=FINISH FLOOR ELEVATION (NR)=NON-RADIAL (RAD)=RADIAL A/C=AIR CONDITIONER UNIT </td> </tr> </table>			C=CURVE D=DELTA R=RADIUS L=LENGTH CH=CHORD TB=TANGENT BEARING CB=CHORD BEARING R/W=RIGHT OF WAY C=CENTER LINE	S/SECT=SECTION R/RNG=RANGE T/TWP=TOWNSHIP I.D=IDENTIFICATION CONC=CONCRETE (R)=RECORD (F)=FIELD MEASURED	PCP=PERMANENT CONTROL POINT PC=POINT OF CURVE PT=POINT OF TANGENCY PI=POINT OF INTERSECTION PB=PLAT BOOK PG=PAGE POB=POINT OF BEGINNING POC=POINT OF COMMENCEMENT MB=MAP BOOK	PRM=PERMANENT REFERENCE MONUMENT PLS=PROFESSIONAL LAND SURVEYOR PE=PROFESSIONAL ENGINEER ORB=OFFICIAL RECORD BOOK FF=FINISH FLOOR ELEVATION (NR)=NON-RADIAL (RAD)=RADIAL A/C=AIR CONDITIONER UNIT	
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<p><u><b>SYMBOLS</b></u></p> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <ul style="list-style-type: none"> <li>⊙ UTILITY POLE (WOOD)</li> <li>⊗ UTILITY POLE (CONC)</li> <li>→ GUY WIRE</li> <li>⊕ BENCH MARK</li> <li>□<sup>W</sup> WATER METER</li> <li>☆ LIGHT POLE</li> <li>⦿ FIRE HYDRANT</li> <li>⌈ TELEPHONE JUNCTION BOX</li> <li>□<sup>G</sup> GAS METER</li> <li>□<sup>P</sup> POSTAL MAIL BOX</li> <li>□<sup>E</sup> ELECTRIC METER</li> <li>MANHOLE (? TYPE)</li> <li>S SANITARY SEWER</li> <li>D STORM DRAINAGE</li> <li>E ELECTRIC</li> <li>T TELEPHONE</li> <li>FPL FPL ELECTRIC TRANSFORMER ON 4'x4.5' CONC PAD</li> </ul> </div> <div style="width: 50%;"> <ul style="list-style-type: none"> <li>■ SET 4x4x24 CONCRETE MONUMENT # LB 2232</li> <li>● SET 5/8" x 18" IRON ROD WITH CAP # LB 2232</li> <li>⊙ SET NAIL/DISK # LB 2232</li> <li>○ IRON PIPE FOUND SIZE SHOWN</li> <li>○ FOUND 5/8" IRON ROD WITH CAP=NUMBER INDICATED</li> <li>⊙ NAIL FOUND</li> <li>□ CONCRETE MONUMENT FOUND 4"x4", RLS #2642</li> <li>-X-X- FENCE TYPE INDICATED</li> <li>-OU- OVERHEAD UTILITY</li> <li>x 92.3 = EXISTING ELEVATION</li> <li>x 92.3 = PROPOSED ELEVATION</li> <li>⊗ = PROPOSED TREE</li> </ul> </div> </div>	<p style="text-align: center;"><u><b>DATE OF FIELD SURVEY</b></u></p> <p><b>SPECIFIC PURPOSE SURVEY</b>      <u>10/19/06</u></p> <p><b>" BUILDING FINAL "</b></p> <hr/> <p style="font-size: x-small;">THE INFORMATION SHOWN HEREON IS BASED ON A FIELD SURVEY PERFORMED UNDER THE RESPONSIBLE CHARGE OF THE UNDERSIGNED. THIS SURVEY COMPLIES WITH THE TECHNICAL STANDARDS FOR LAND SURVEYS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE.</p> <p>SIGNED:  _____</p> <p style="text-align: center; font-size: small;">KENNETH J. KUHAR FLA. PROFESSIONAL SURVEYOR/MAPPER #6105</p>						
	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="font-size: large; font-weight: bold; margin: 0;"><b>TOMOKA ENGINEERING</b></p> <p style="font-size: x-small; margin: 0;">CIVIL ENGINEERING &amp; LAND SURVEYING SINCE 1976</p> <p style="font-size: x-small; margin: 0;">DAYTONA BEACH      FLAGLER/PALM COAST</p> <p style="font-size: x-small; margin: 0;">Main Office: 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117</p> <p style="font-size: x-small; margin: 0;">Phone: 386-274-1600      Fax: 386-274-1602</p> <p style="font-size: x-small; margin: 0;">email: tomoka@tomoka-eng.com      website: www.tomoka-eng.com</p> </div> <div style="width: 50%;"> <table border="1" style="width: 100%; border-collapse: collapse; font-size: small;"> <tr> <td rowspan="4" style="text-align: center; vertical-align: middle; padding: 5px;"><b>SPECIFIC PURPOSE SURVEY</b></td> <td style="padding: 2px 5px;">PROJECT NO.      T5038CENT</td> </tr> <tr> <td style="padding: 2px 5px;">DRAWING REF No.      TIDE-16</td> </tr> <tr> <td style="padding: 2px 5px;">DATE      10/19/06</td> </tr> <tr> <td style="padding: 2px 5px;">SHEET NO.      3 OF 16</td> </tr> </table> </div> </div>		<b>SPECIFIC PURPOSE SURVEY</b>	PROJECT NO.      T5038CENT	DRAWING REF No.      TIDE-16	DATE      10/19/06	SHEET NO.      3 OF 16
<b>SPECIFIC PURPOSE SURVEY</b>	PROJECT NO.      T5038CENT						
	DRAWING REF No.      TIDE-16						
	DATE      10/19/06						
	SHEET NO.      3 OF 16						









VILLAGE AT PALM COAST - PHASE II  
TIDELANDS, A CONDOMINIUM  
PALM COAST, FLAGLER COUNTY, FLORIDA



VILLAGE AT PALM COAST - PHASE II  
TIDELANDS, A CONDOMINIUM  
PALM COAST, FLAGLER COUNTY, FLORIDA

BUILDING 16 - SECOND LEVEL - FLOOR PLAN  
BUILDING UNITS 201 AND 202

KENNETH J. KUJAR  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER #6105



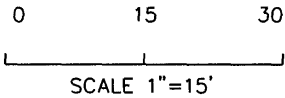
# TOMOKA ENGINEERING

**CIVIL ENGINEERING & LAND SURVEYING SINCE 1976**  
**DAYTONA BEACH FLAGLER/PALM COAST**  
 Main Office: 1410 LPGA Blvd., Suite 148, Daytona Beach, FL 32117  
 Phone: 386-274-1600 Fax: 386-274-1602  
 email: lomokom@lomoka-eng.com website: www.lomoka-eng.com

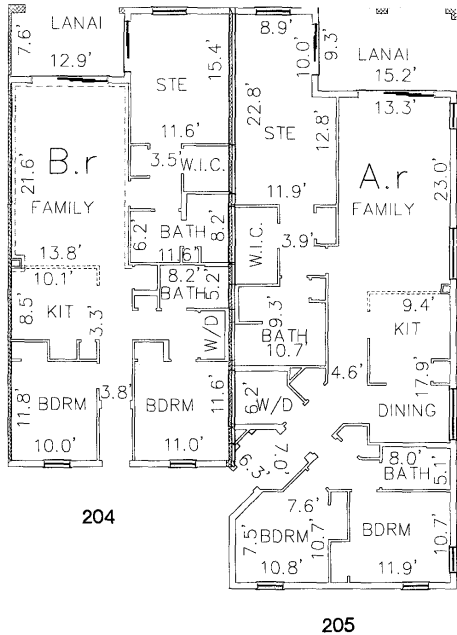
SPECIFIC PURPOSE  
SURVEY  
FOR BUILDING  
FINAL

PROJECT NO.	T5038CENT
DRAWING REFERENCE No.	TIDE-16
DATE	10/19/06
SHEET NO.	7 OF 16





VILLAGE AT PALM COAST – PHASE II  
TIDELANDS, A CONDOMINIUM  
PALM COAST, FLAGLER COUNTY, FLORIDA



NOTE: DIMENSIONS SHOWN ARE FIELD MEASURED DISTANCES FROM INTERIOR WALL SURFACE TO INTERIOR WALL SURFACE.

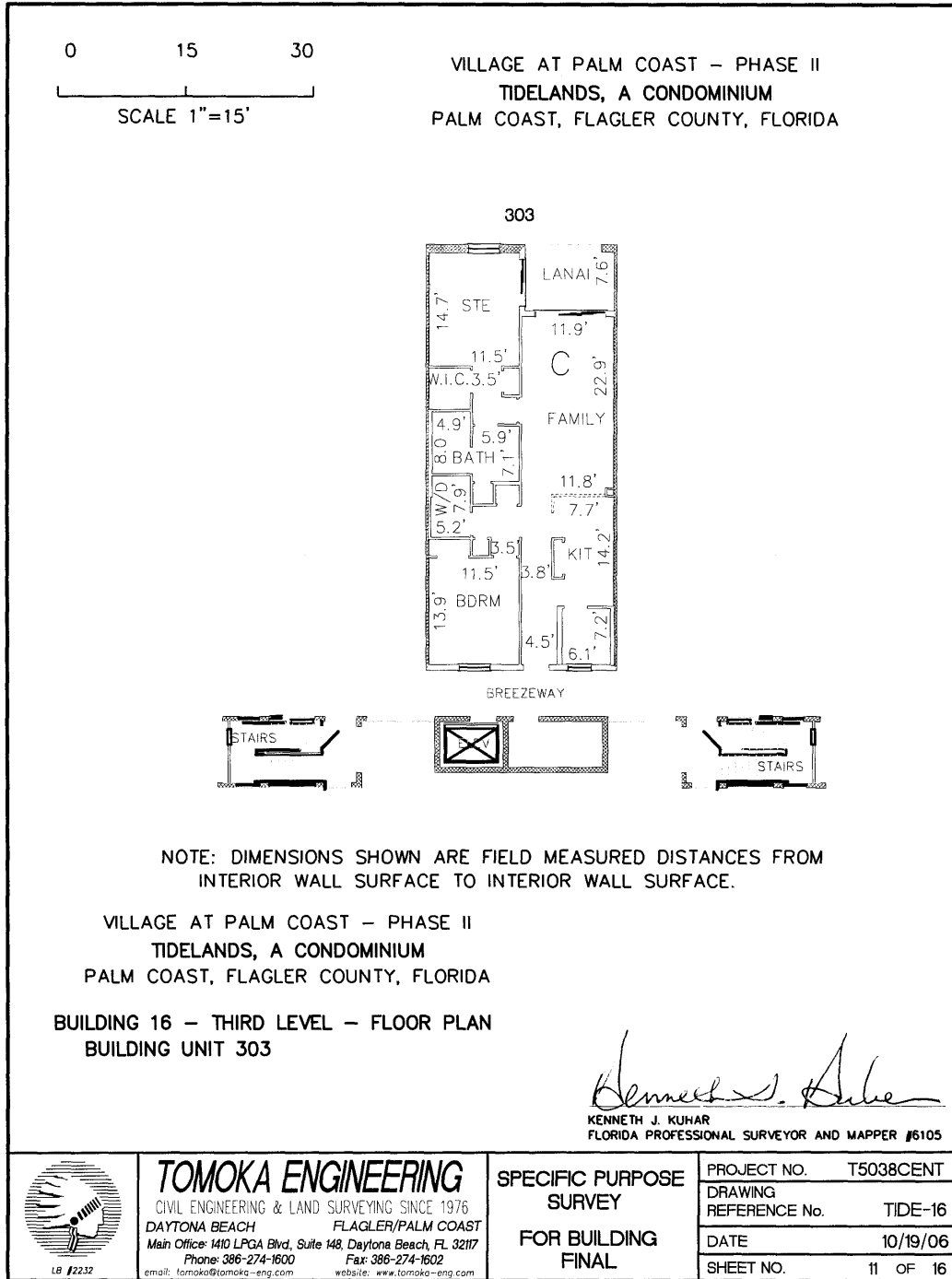
VILLAGE AT PALM COAST – PHASE II  
TIDELANDS, A CONDOMINIUM  
PALM COAST, FLAGLER COUNTY, FLORIDA

BUILDING 16 – SECOND LEVEL – FLOOR PLAN  
BUILDING UNITS 204 AND 205

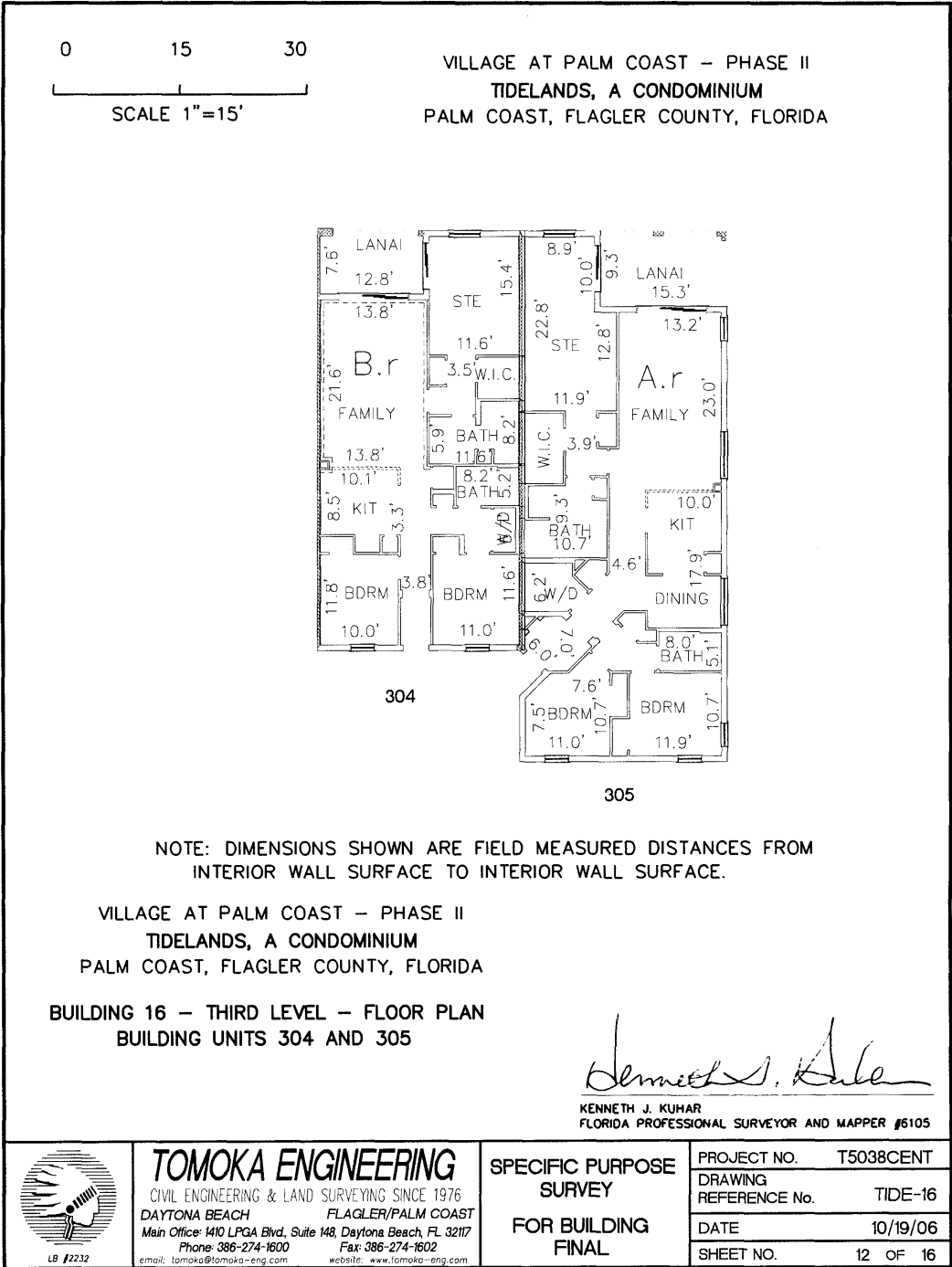
*Kenneth J. Kuhar*  
KENNETH J. KUHAR  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER #6105

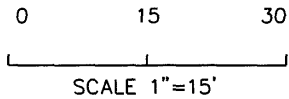
 LB #2232	<b>TOMOKA ENGINEERING</b> CIVIL ENGINEERING & LAND SURVEYING SINCE 1976 DAYTONA BEACH Main Office: 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117 Phone: 386-274-1600 email: tomoka@tomoka-eng.com website: www.tomoka-eng.com	<b>SPECIFIC PURPOSE SURVEY FOR BUILDING FINAL</b>	PROJECT NO. T5038CENT
			DRAWING REFERENCE No. TIDE-16
			DATE 10/19/06
			SHEET NO. 9 OF 16



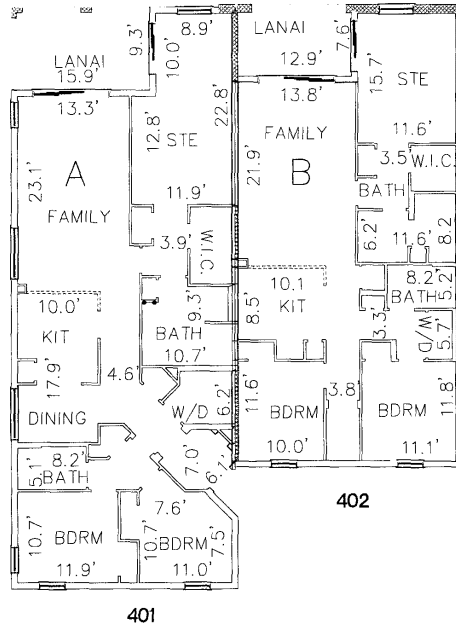








VILLAGE AT PALM COAST - PHASE II  
TIDELANDS, A CONDOMINIUM  
PALM COAST, FLAGLER COUNTY, FLORIDA



NOTE: DIMENSIONS SHOWN ARE FIELD MEASURED DISTANCES FROM  
INTERIOR WALL SURFACE TO INTERIOR WALL SURFACE.

VILLAGE AT PALM COAST - PHASE II  
TIDELANDS, A CONDOMINIUM  
PALM COAST, FLAGLER COUNTY, FLORIDA

BUILDING 16 - FOURTH LEVEL - FLOOR PLAN  
BUILDING UNITS 401 AND 402

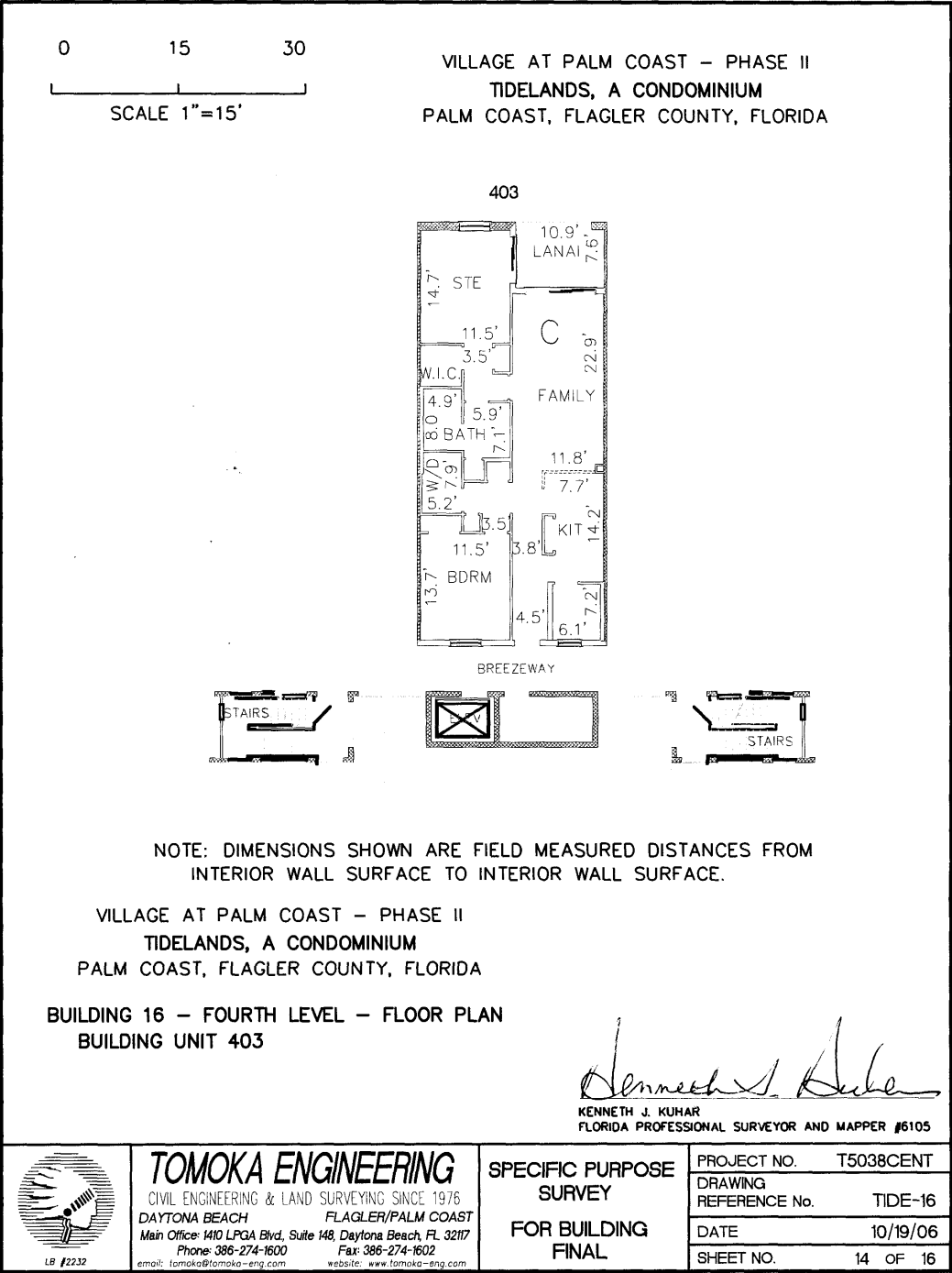
*Kenneth J. Kuhar*  
KENNETH J. KUHAR  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER #6105

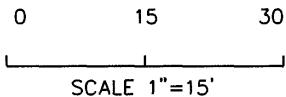


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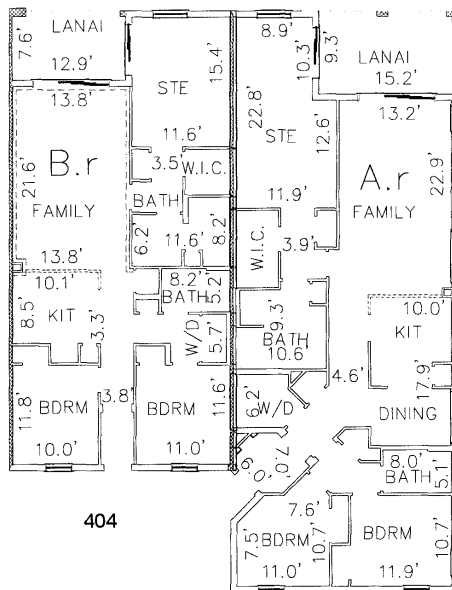
SPECIFIC PURPOSE  
SURVEY  
FOR BUILDING  
FINAL

PROJECT NO.	T5038CENT
DRAWING REFERENCE No.	TIDE-16
DATE	10/19/06
SHEET NO.	13 OF 16





VILLAGE AT PALM COAST - PHASE II  
TIDELANDS, A CONDOMINIUM  
PALM COAST, FLAGLER COUNTY, FLORIDA



404

405

NOTE: DIMENSIONS SHOWN ARE FIELD MEASURED DISTANCES FROM  
INTERIOR WALL SURFACE TO INTERIOR WALL SURFACE.

VILLAGE AT PALM COAST - PHASE II  
TIDELANDS, A CONDOMINIUM  
PALM COAST, FLAGLER COUNTY, FLORIDA

BUILDING 16 - FOURTH LEVEL - FLOOR PLAN  
BUILDING UNITS 404 AND 405

*Kenneth J. Kuhar*  
KENNETH J. KUJAR  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER #6105



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SPECIFIC PURPOSE  
SURVEY  
FOR BUILDING  
FINAL

PROJECT NO.	T5038CENT
DRAWING REFERENCE No.	TIDE-16
DATE	10/19/06
SHEET NO.	15 OF 16

VILLAGE AT PALM COAST – PHASE II  
TIDELANDS, A CONDOMINIUM  
PALM COAST, FLAGLER COUNTY, FLORIDA

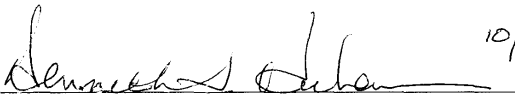
*Exhibit to Declaration of Condominium  
"Graphic Description of Improvements"*

I, KENNETH J. KUJAR, of Tomoka Engineering, do hereby certify that I am a Professional Surveyor and Mapper, Certificate # 6105, authorized and licensed to practice in the State of Florida and that the construction of the improvements of Units 101, 102, 103, 104, 105, 201, 202, 203, 204, 205, 301, 302, 303, 304, 305, 401, 402, 403, 404 and 405 (building #16) for Village at Palm Coast Phase II (Tidelands), a Condominium, is substantially complete so that the attached survey, plot plan, graphic description of improvements, together with the provisions of the Declaration of Condominium describing the condominium property present an accurate representation of the location and dimensions of the improvements constituting said Units 101, 102, 103, 104, 105, 201, 202, 203, 204, 205, 301, 302, 303, 304, 305, 401, 402, 403, 404 and 405 (building #16), and that the identification, location, and dimensions of the common elements of each unit can be determined from these materials. I further certify that plan improvements including but not limited to, common element facilities serving said Units 101, 102, 103, 104, 105, 201, 202, 203, 204, 205, 301, 302, 303, 304, 305, 401, 402, 403, 404 and 405 of building #16 have been substantially completed.

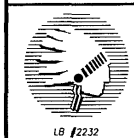
Attachments:

Final Survey (3 sheets)  
Floor Plans (12 sheets)

Signed

  
KENNETH J. KUJAR  
Florida Professional Surveyor and Mapper  
Certificate No. 6105  
1410 LPGA Blvd., Suite 148,  
Daytona Beach, Florida 32117  
Certificate of Authorization No. LB 2232

10/19/06



## TOMOKA ENGINEERING

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH      FLAGLER/PALM COAST  
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SPECIFIC PURPOSE  
SURVEY  
  
FOR BUILDING  
FINAL

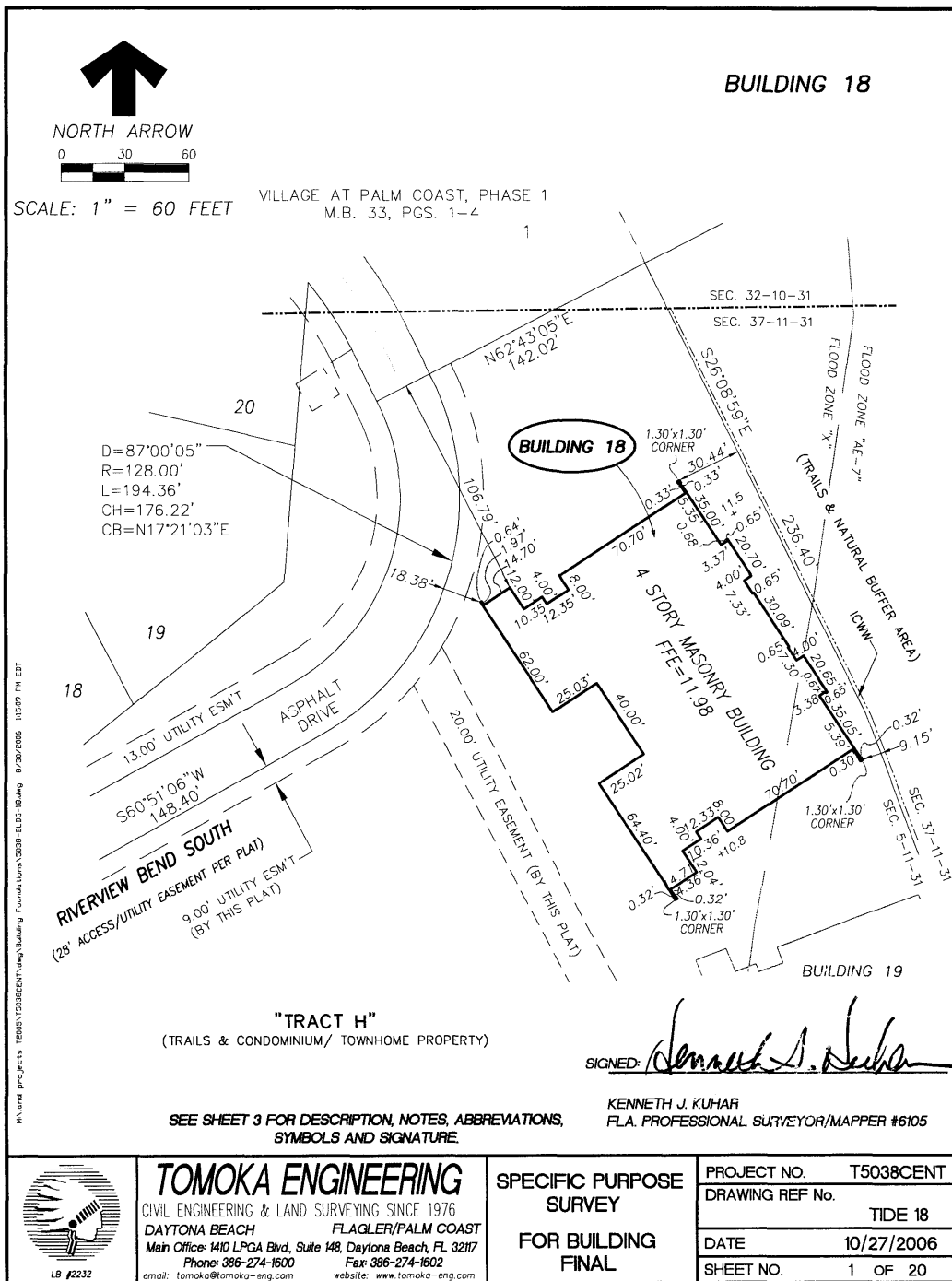
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DRAWING REFERENCE No.	TIDE-16
DATE	10/19/06
SHEET NO.	16 OF 16

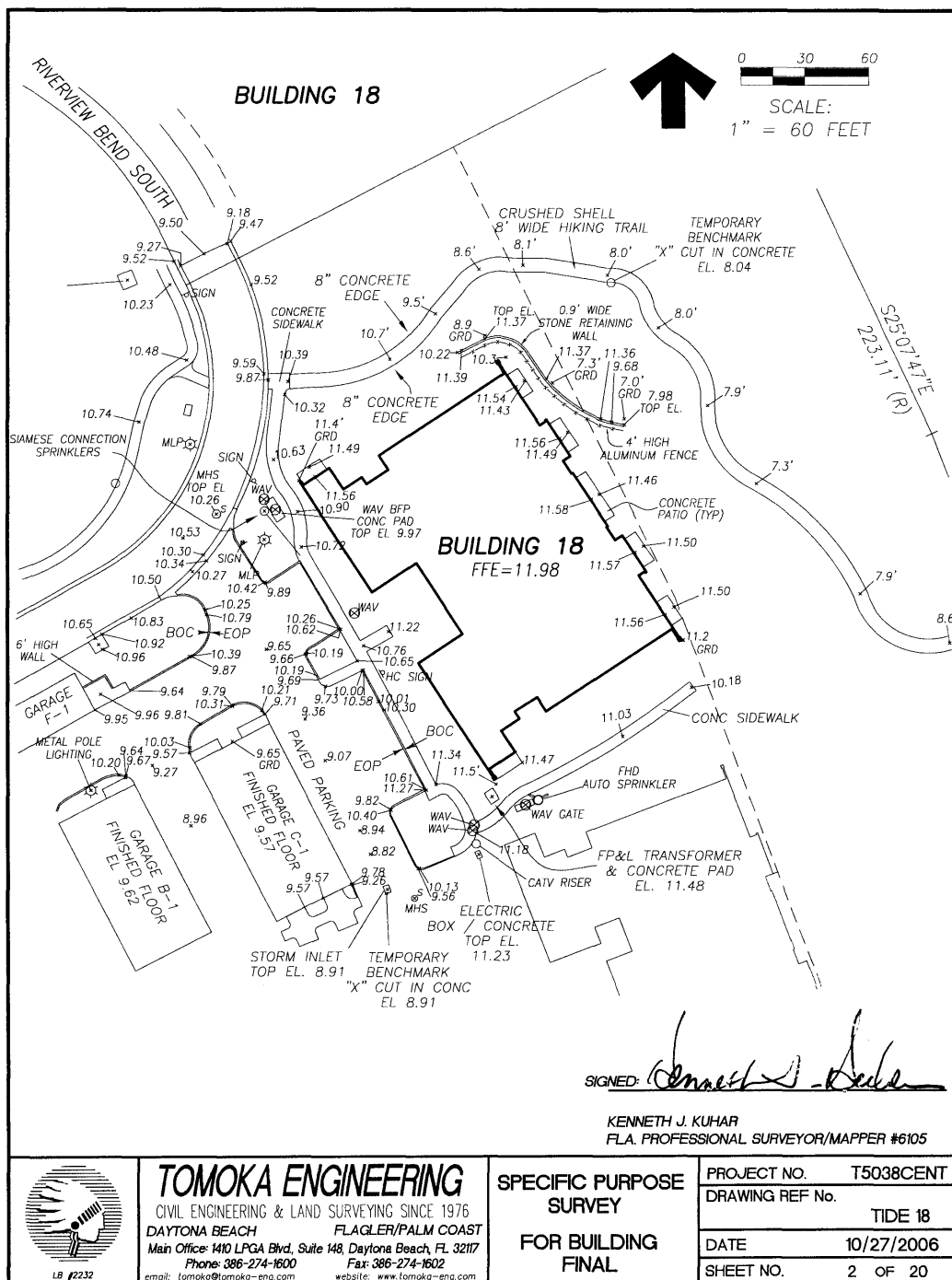
EXHIBIT A-2

Legal Description  
and  
Survey, Plot Plan and Graphic Description of Improvements  
for  
Phase 18 of Tidelands, a Condominium

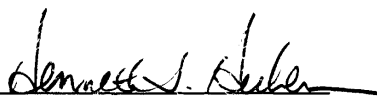

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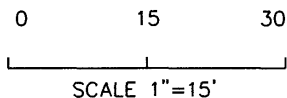
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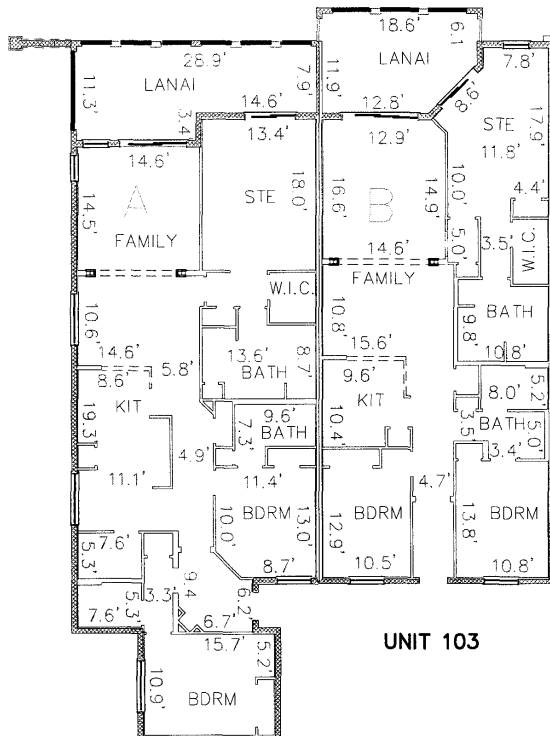




SPECIFIC PURPOSE SURVEY OF BUILDING FINAL											
<b>LEGAL DESCRIPTION</b> CONDOMINIUM BUILDING 18 (EIGHTEEN), OF THE TIDELANDS LYING WITHIN TRACT 'H', OF THE PLAT VILLAGE AT PALM COAST PHASE II (TIDELANDS), RECORDED IN MAP BOOK 35, PAGES 37 THROUGH 40, INCLUSIVE, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.											
<b>NOTES</b> 1. BEARINGS BASIS ASSUMED WITH THE EASTERLY RIGHT-OF-WAY OF PALM HARBOR PARKWAY BEING N20°57'23"W. 2. THIS SPECIFIC PURPOSE SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR / MAPPER. 3. FIELD WORK FOR THIS SPECIFIC PURPOSE SURVEY WAS COMPLETED ON OCTOBER 26, 2006. 4. THIS PROPERTY LIES WITHIN FLOOD ZONE "AE-7" AND "X" ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) FOR FLAGLER COUNTY, FLORIDA, COMMUNITY-PANEL NUMBER 120084 0129 D, EFFECTIVE DATE JULY 17, 2006. 5. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SPECIFIC PURPOSE SURVEY WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS 6. ELEVATIONS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM, 1929, (NGVD29) PER MEASUREMENT BASED ON THE PALM COAST PRIMARY CONTROL TRAVERSE MONUMENTS (L-MONUMENTS) SET BY B.R. WATTLES, LS#1443. 7. THIS IS NOT A BOUNDARY SURVEY.											
<b>CERTIFIED TO</b> <b>CENTEX HOMES</b>	<b>STREET ADDRESS</b> <b>35 RIVERVIEW BEND NORTH</b> <b>PALM COAST, FLORIDA</b>										
<b>ABBREVIATIONS</b> <table style="width: 100%; font-size: small;"> <tr> <td style="vertical-align: top;">           C=CURVE            D=DELTA            R=RADIUS            L=LENGTH            CH=CHORD            TB=TANGENT BEARING            CB=CHORD BEARING            R/W=RIGHT OF WAY            CL= CENTER LINE         </td> <td style="vertical-align: top;">           S/SECT=SECTION            R/RNG=RANGE            T/TWP=TOWNSHIP            I.D=IDENTIFICATION            CONC=CONCRETE            (R)=RECORD            (F)=FIELD MEASURED            WAV=WATER VALVE            BFP=BACK FLOW PREVENTER         </td> <td style="vertical-align: top;">           PCP=PERMANENT CONTROL POINT            PC=POINT OF CURVE            PT=POINT OF TANGENCY            PI=POINT OF INTERSECTION            PB=PLAT BOOK            PG=PAGE            POB=POINT OF BEGINNING            POC=POINT OF COMMENCEMENT            MB=MAP BOOK         </td> <td style="vertical-align: top;">           PRM=PERMANENT REFERENCE MONUMENT            RLS=PROFESSIONAL LAND SURVEYOR            PE=PROFESSIONAL ENGINEER            ORB=OFFICIAL RECORD BOOK            FFE=FINISH FLOOR ELEVATION            (NR)=NON-RADIAL            (RAD)=RADIAL            A/C=AIR CONDITIONER UNIT         </td> </tr> </table>		C=CURVE D=DELTA R=RADIUS L=LENGTH CH=CHORD TB=TANGENT BEARING CB=CHORD BEARING R/W=RIGHT OF WAY CL= CENTER LINE	S/SECT=SECTION R/RNG=RANGE T/TWP=TOWNSHIP I.D=IDENTIFICATION CONC=CONCRETE (R)=RECORD (F)=FIELD MEASURED WAV=WATER VALVE BFP=BACK FLOW PREVENTER	PCP=PERMANENT CONTROL POINT PC=POINT OF CURVE PT=POINT OF TANGENCY PI=POINT OF INTERSECTION PB=PLAT BOOK PG=PAGE POB=POINT OF BEGINNING POC=POINT OF COMMENCEMENT MB=MAP BOOK	PRM=PERMANENT REFERENCE MONUMENT RLS=PROFESSIONAL LAND SURVEYOR PE=PROFESSIONAL ENGINEER ORB=OFFICIAL RECORD BOOK FFE=FINISH FLOOR ELEVATION (NR)=NON-RADIAL (RAD)=RADIAL A/C=AIR CONDITIONER UNIT						
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<b>SYMBOLS</b> <table style="width: 100%; font-size: x-small;"> <tr> <td style="vertical-align: top;">           ○ UTILITY POLE (WOOD)            ⊠ UTILITY POLE (CONC)            → GUY WIRE            ⊕ BENCH MARK            □<sup>W</sup> WATER METER            ☆ LIGHT POLE            ⚡ FIRE HYDRANT            □<sup>T</sup> TELEPHONE JUNCTION BOX            □<sup>G</sup> GAS METER            □<sup>PB</sup> POSTAL MAIL BOX            □<sup>E</sup> ELECTRIC METER            MANHOLE (? TYPE)            S SANITARY SEWER            D STORM DRAINAGE            E ELECTRIC            T TELEPHONE            □<sup>FPL</sup> FPL ELECTRIC TRANSFORMER ON 4'x4.5' CONC PAD         </td> <td style="vertical-align: top;">           ■ SET 4x4x24 CONCRETE MONUMENT # LB 2232            ● SET 5/8" x18" IRON ROD WITH CAP # LB 2232            ⊙ SET NAIL/DISK # LB 2232            ○ IRON PIPE FOUND SIZE SHOWN            ○ FOUND 5/8" IRON ROD WITH CAP-NUMBER INDICATED            ⊙ NAIL FOUND            □ CONCRETE MONUMENT FOUND 4"x4", RLS #2642            -X-X- FENCE TYPE INDICATED            -OU- OVERHEAD UTILITY            x 92.3 =EXISTING ELEVATION            ICWW = INTRACOASTAL WATERWAY            ⊗ WATER VALVE (ALL TYPES)            &lt; SIGN AND HC (HANDICAPPED)         </td> </tr> </table>	○ UTILITY POLE (WOOD) ⊠ UTILITY POLE (CONC) → GUY WIRE ⊕ BENCH MARK □ <sup>W</sup> WATER METER ☆ LIGHT POLE ⚡ FIRE HYDRANT □ <sup>T</sup> TELEPHONE JUNCTION BOX □ <sup>G</sup> GAS METER □ <sup>PB</sup> POSTAL MAIL BOX □ <sup>E</sup> ELECTRIC METER MANHOLE (? TYPE) S SANITARY SEWER D STORM DRAINAGE E ELECTRIC T TELEPHONE □ <sup>FPL</sup> FPL ELECTRIC TRANSFORMER ON 4'x4.5' CONC PAD	■ SET 4x4x24 CONCRETE MONUMENT # LB 2232 ● SET 5/8" x18" IRON ROD WITH CAP # LB 2232 ⊙ SET NAIL/DISK # LB 2232 ○ IRON PIPE FOUND SIZE SHOWN ○ FOUND 5/8" IRON ROD WITH CAP-NUMBER INDICATED ⊙ NAIL FOUND □ CONCRETE MONUMENT FOUND 4"x4", RLS #2642 -X-X- FENCE TYPE INDICATED -OU- OVERHEAD UTILITY x 92.3 =EXISTING ELEVATION ICWW = INTRACOASTAL WATERWAY ⊗ WATER VALVE (ALL TYPES) < SIGN AND HC (HANDICAPPED)	<b>DATE OF FIELD SURVEY</b> <table style="width: 100%;"> <tr> <td style="width: 50%;">SPECIFIC PURPOSE SURVEY</td> <td style="width: 50%;"></td> </tr> <tr> <td>'BUILDING'</td> <td></td> </tr> <tr> <td>'FINAL'</td> <td>10/27/2006</td> </tr> </table> <p style="font-size: x-small; margin-top: 10px;">THE INFORMATION SHOWN HEREON IS BASED ON A FIELD SURVEY PERFORMED UNDER THE RESPONSIBLE CHARGE OF THE UNDERSIGNED. THIS SURVEY COMPLIES WITH THE TECHNICAL STANDARDS FOR LAND SURVEYS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE.</p> <p style="text-align: center; margin-top: 20px;">       SIGNED:         KENNETH J. KUHAR        FLA. PROFESSIONAL SURVEYOR/MAPPER #6105     </p>	SPECIFIC PURPOSE SURVEY		'BUILDING'		'FINAL'	10/27/2006		
○ UTILITY POLE (WOOD) ⊠ UTILITY POLE (CONC) → GUY WIRE ⊕ BENCH MARK □ <sup>W</sup> WATER METER ☆ LIGHT POLE ⚡ FIRE HYDRANT □ <sup>T</sup> TELEPHONE JUNCTION BOX □ <sup>G</sup> GAS METER □ <sup>PB</sup> POSTAL MAIL BOX □ <sup>E</sup> ELECTRIC METER MANHOLE (? TYPE) S SANITARY SEWER D STORM DRAINAGE E ELECTRIC T TELEPHONE □ <sup>FPL</sup> FPL ELECTRIC TRANSFORMER ON 4'x4.5' CONC PAD	■ SET 4x4x24 CONCRETE MONUMENT # LB 2232 ● SET 5/8" x18" IRON ROD WITH CAP # LB 2232 ⊙ SET NAIL/DISK # LB 2232 ○ IRON PIPE FOUND SIZE SHOWN ○ FOUND 5/8" IRON ROD WITH CAP-NUMBER INDICATED ⊙ NAIL FOUND □ CONCRETE MONUMENT FOUND 4"x4", RLS #2642 -X-X- FENCE TYPE INDICATED -OU- OVERHEAD UTILITY x 92.3 =EXISTING ELEVATION ICWW = INTRACOASTAL WATERWAY ⊗ WATER VALVE (ALL TYPES) < SIGN AND HC (HANDICAPPED)										
SPECIFIC PURPOSE SURVEY											
'BUILDING'											
'FINAL'	10/27/2006										
	<b>TOMOKA ENGINEERING</b> CIVIL ENGINEERING & LAND SURVEYING SINCE 1976 DAYTONA BEACH      FLAGLER/PALM COAST Main Office: 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117 Phone: 386-274-1600      Fax: 386-274-1602 email: tomoka@tomoka-eng.com      website: www.tomoka-eng.com	<b>SPECIFIC PURPOSE SURVEY</b> <b>FOR BUILDING FINAL</b>	<table style="width: 100%; font-size: x-small;"> <tr> <td>PROJECT NO.</td> <td>T5038CENT</td> </tr> <tr> <td>DRAWING REF No.</td> <td>TIDE 18</td> </tr> <tr> <td>DATE</td> <td>10/27/2006</td> </tr> <tr> <td>SHEET NO.</td> <td>3 OF 20</td> </tr> </table>	PROJECT NO.	T5038CENT	DRAWING REF No.	TIDE 18	DATE	10/27/2006	SHEET NO.	3 OF 20
PROJECT NO.	T5038CENT										
DRAWING REF No.	TIDE 18										
DATE	10/27/2006										
SHEET NO.	3 OF 20										



VILLAGE AT PALM COAST - PHASE II  
TIDELANDS, A CONDOMINIUM  
PALM COAST, FLAGLER COUNTY, FLORIDA



UNIT 102

UNIT 103

NOTE: DIMENSIONS SHOWN ARE FIELD MEASURED DISTANCES FROM  
INTERIOR WALL SURFACE TO INTERIOR WALL SURFACE.

VILLAGE AT PALM COAST - PHASE II  
TIDELANDS, A CONDOMINIUM  
PALM COAST, FLAGLER COUNTY, FLORIDA

BUILDING 18 - FIRST LEVEL - FLOOR PLAN  
BUILDING UNITS 102 AND 103

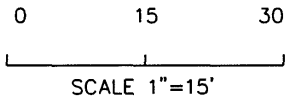
*Kenneth J. Kuhar*  
KENNETH J. KUHAR  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER #6105



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CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
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Phone: 386-274-1600 Fax: 386-274-1602  
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

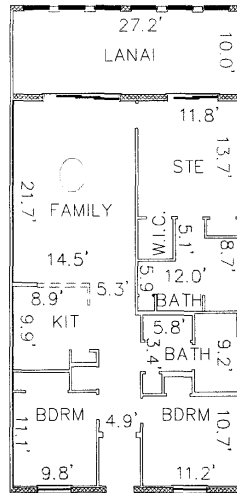
SPECIFIC PURPOSE  
SURVEY  
FOR BUILDING  
FINAL

PROJECT NO.	T5038CENT
DRAWING REFERENCE No.	TIDE-18
DATE	10/27/2006
SHEET NO.	4 OF 20



VILLAGE AT PALM COAST – PHASE II  
TIDELANDS, A CONDOMINIUM  
PALM COAST, FLAGLER COUNTY, FLORIDA


UNIT 104



NOTE: DIMENSIONS SHOWN ARE FIELD MEASURED DISTANCES FROM  
INTERIOR WALL SURFACE TO INTERIOR WALL SURFACE.

VILLAGE AT PALM COAST – PHASE II  
TIDELANDS, A CONDOMINIUM  
PALM COAST, FLAGLER COUNTY, FLORIDA

BUILDING 18 – FIRST LEVEL – FLOOR PLAN  
BUILDING UNIT 104

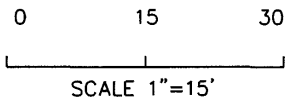
  
KENNETH J. KUHAR  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER #6105



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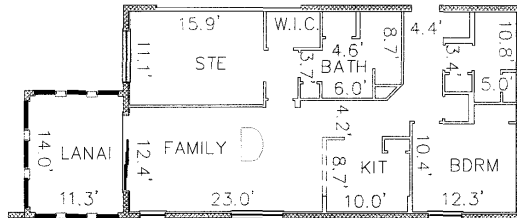
SPECIFIC PURPOSE  
SURVEY  
FOR BUILDING  
FINAL

PROJECT NO.	T5038CENT
DRAWING REFERENCE No.	TIDE-18
DATE	10/27/2006
SHEET NO.	5 OF 20

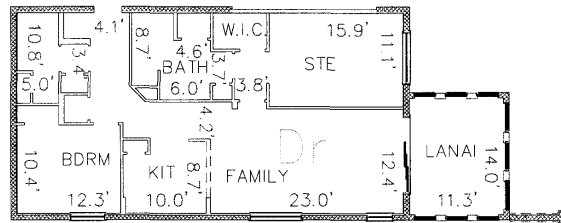


VILLAGE AT PALM COAST – PHASE II  
TIDELANDS, A CONDOMINIUM  
PALM COAST, FLAGLER COUNTY, FLORIDA

UNIT 101



UNIT 107



NOTE: DIMENSIONS SHOWN ARE FIELD MEASURED DISTANCES FROM  
INTERIOR WALL SURFACE TO INTERIOR WALL SURFACE.

VILLAGE AT PALM COAST – PHASE II  
TIDELANDS, A CONDOMINIUM  
PALM COAST, FLAGLER COUNTY, FLORIDA

BUILDING 18 – FIRST LEVEL – FLOOR PLAN  
BUILDING UNITS 101 AND 107

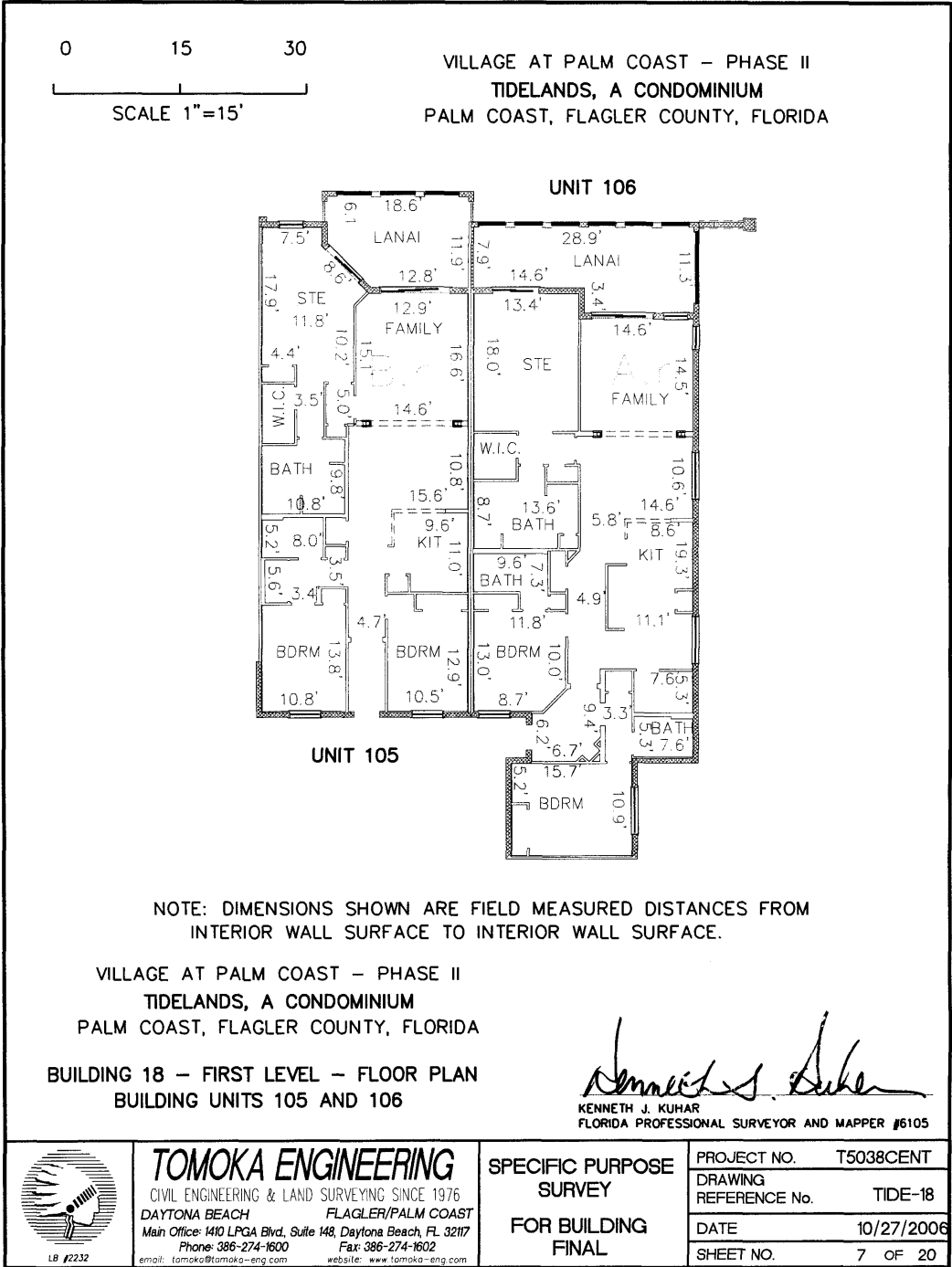
*Kenneth J. Kuhar*  
KENNETH J. KUHAR  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER #6105



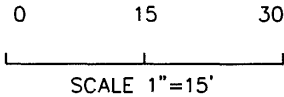
**TOMOKA ENGINEERING**  
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SPECIFIC PURPOSE  
SURVEY  
FOR BUILDING  
FINAL

PROJECT NO.	T5038CENT
DRAWING REFERENCE No.	TIDE-18
DATE	10/27/2006
SHEET NO.	6 OF 20

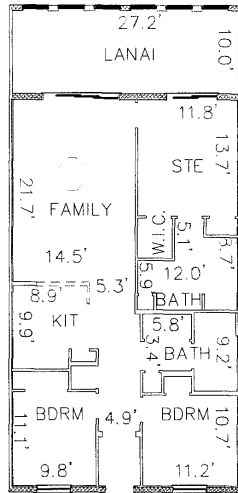






VILLAGE AT PALM COAST - PHASE II  
TIDELANDS, A CONDOMINIUM  
PALM COAST, FLAGLER COUNTY, FLORIDA

UNIT 204



NOTE: DIMENSIONS SHOWN ARE FIELD MEASURED DISTANCES FROM  
INTERIOR WALL SURFACE TO INTERIOR WALL SURFACE.

VILLAGE AT PALM COAST - PHASE II  
TIDELANDS, A CONDOMINIUM  
PALM COAST, FLAGLER COUNTY, FLORIDA

BUILDING 18 - SECOND LEVEL - FLOOR PLAN  
BUILDING UNIT 204

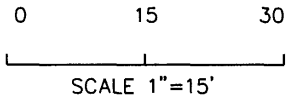
*Kenneth J. Kuhar*  
KENNETH J. KUHAR  
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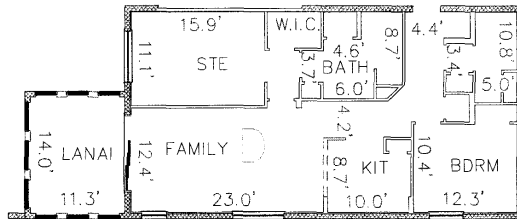
SPECIFIC PURPOSE  
SURVEY  
FOR BUILDING  
FINAL

PROJECT NO.	T5038CENT
DRAWING REFERENCE No.	TIDE-18
DATE	10/27/2006
SHEET NO.	9 OF 20

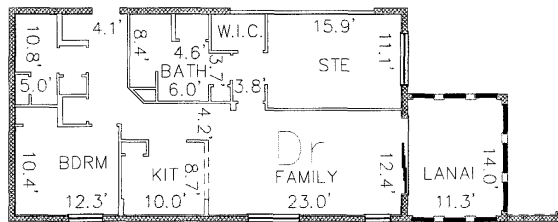


VILLAGE AT PALM COAST – PHASE II  
TIDELANDS, A CONDOMINIUM  
PALM COAST, FLAGLER COUNTY, FLORIDA

UNIT 201



UNIT 207



NOTE: DIMENSIONS SHOWN ARE FIELD MEASURED DISTANCES FROM  
INTERIOR WALL SURFACE TO INTERIOR WALL SURFACE.

VILLAGE AT PALM COAST – PHASE II  
TIDELANDS, A CONDOMINIUM  
PALM COAST, FLAGLER COUNTY, FLORIDA

BUILDING 18 – SECOND LEVEL – FLOOR PLAN  
BUILDING UNITS 201 AND 207

*Kenneth J. Kuhar*  
KENNETH J. KUHAR  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER #6105

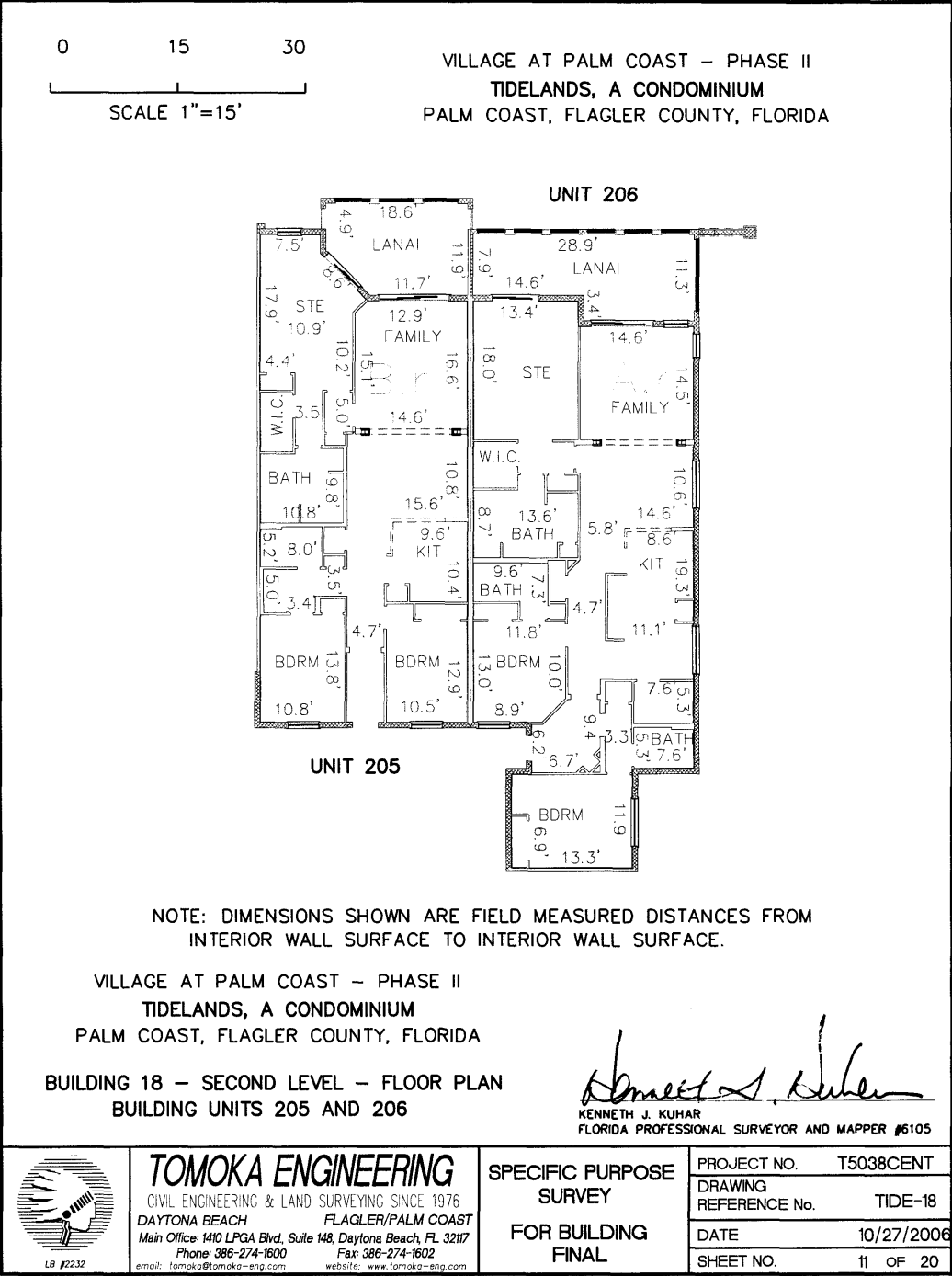


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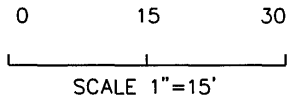
SPECIFIC PURPOSE  
SURVEY  
FOR BUILDING  
FINAL

PROJECT NO.	T5038CENT
DRAWING REFERENCE No.	TIDE-18
DATE	10/27/2006
SHEET NO.	10 OF 20



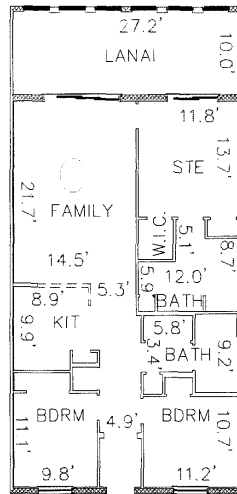






VILLAGE AT PALM COAST - PHASE II  
TIDELANDS, A CONDOMINIUM  
PALM COAST, FLAGLER COUNTY, FLORIDA

UNIT 304



NOTE: DIMENSIONS SHOWN ARE FIELD MEASURED DISTANCES FROM  
INTERIOR WALL SURFACE TO INTERIOR WALL SURFACE.

VILLAGE AT PALM COAST - PHASE II  
TIDELANDS, A CONDOMINIUM  
PALM COAST, FLAGLER COUNTY, FLORIDA

BUILDING 18 - THIRD LEVEL - FLOOR PLAN  
BUILDING UNIT 304

*Kenneth J. Kuhar*  
KENNETH J. KUHAR  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER #6105



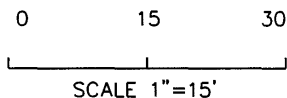
LB #2232

**TOMOKA ENGINEERING**

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DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117  
Phone: 386-274-1600 Fax: 386-274-1602  
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

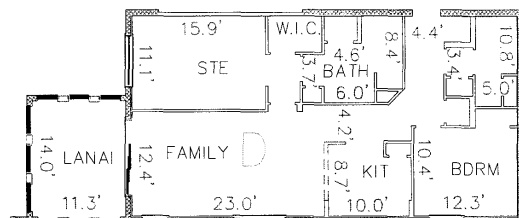
SPECIFIC PURPOSE  
SURVEY  
FOR BUILDING  
FINAL

PROJECT NO.	T5038CENT
DRAWING REFERENCE No.	TIDE-18
DATE	10/27/2006
SHEET NO.	13 OF 20

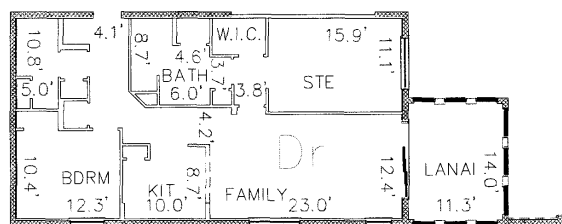


VILLAGE AT PALM COAST - PHASE II  
TIDELANDS, A CONDOMINIUM  
PALM COAST, FLAGLER COUNTY, FLORIDA

UNIT 301



UNIT 307



NOTE: DIMENSIONS SHOWN ARE FIELD MEASURED DISTANCES FROM  
INTERIOR WALL SURFACE TO INTERIOR WALL SURFACE.

VILLAGE AT PALM COAST - PHASE II  
TIDELANDS, A CONDOMINIUM  
PALM COAST, FLAGLER COUNTY, FLORIDA

BUILDING 18 - THIRD LEVEL - FLOOR PLAN  
BUILDING UNITS 301 AND 307

*Kenneth J. Kuhar*  
KENNETH J. KUHAR  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER #6105



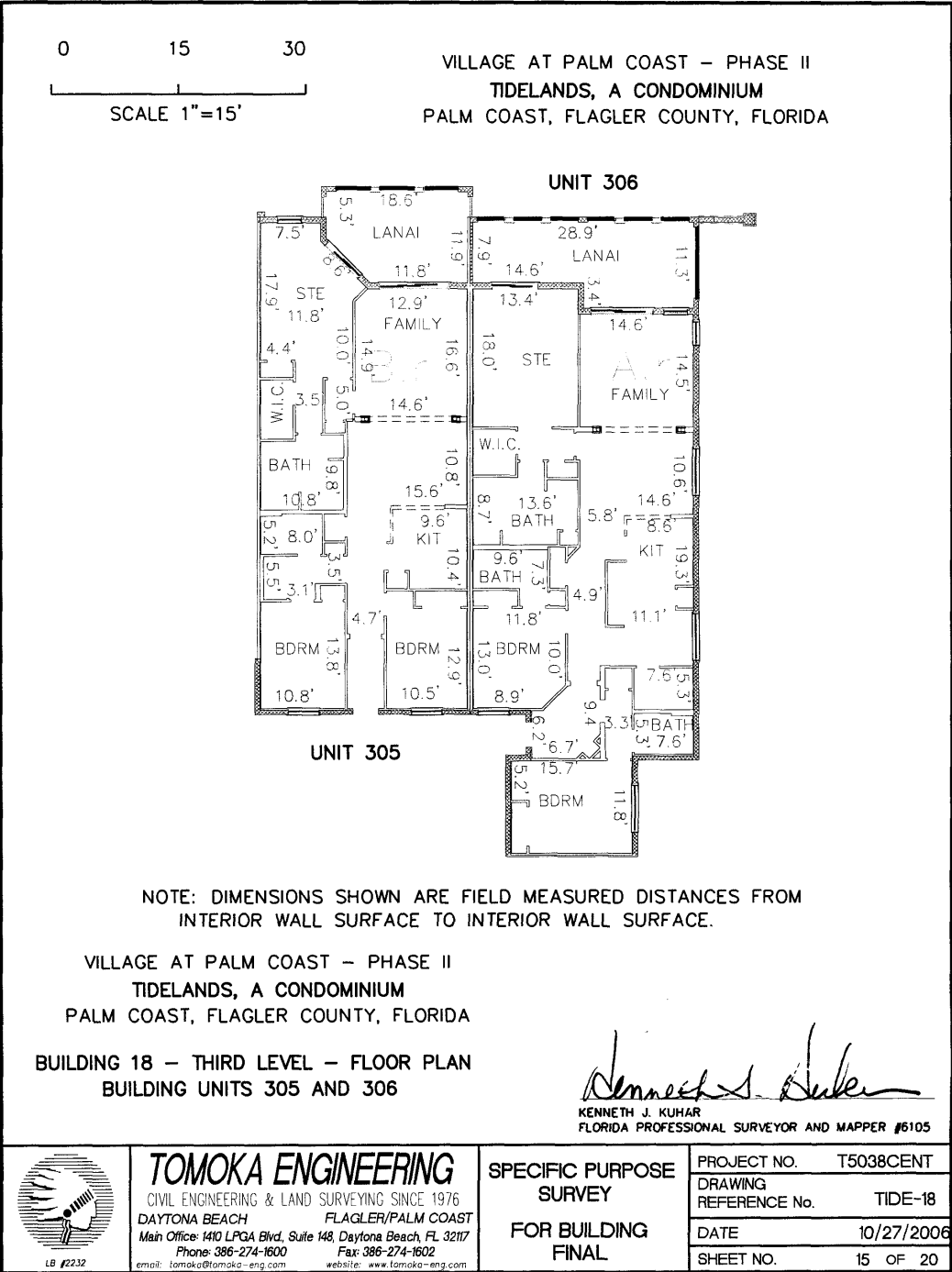
LB #2232

**TOMOKA ENGINEERING**

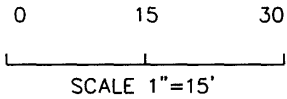
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117  
Phone: 386-274-1600 Fax: 386-274-1602  
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SPECIFIC PURPOSE  
SURVEY  
FOR BUILDING  
FINAL

PROJECT NO.	T5038CENT
DRAWING REFERENCE No.	TIDE-18
DATE	10/27/2006
SHEET NO.	14 OF 20

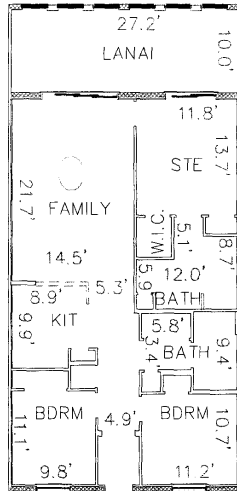






VILLAGE AT PALM COAST - PHASE II  
TIDELANDS, A CONDOMINIUM  
PALM COAST, FLAGLER COUNTY, FLORIDA

UNIT 404



NOTE: DIMENSIONS SHOWN ARE FIELD MEASURED DISTANCES FROM  
INTERIOR WALL SURFACE TO INTERIOR WALL SURFACE.

VILLAGE AT PALM COAST - PHASE II  
TIDELANDS, A CONDOMINIUM  
PALM COAST, FLAGLER COUNTY, FLORIDA

BUILDING 18 - FOURTH LEVEL - FLOOR PLAN  
BUILDING UNIT 404

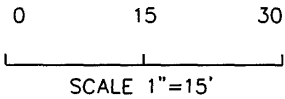
*Kenneth J. Kuhar*  
KENNETH J. KUHAR  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER #6105



**TOMOKA ENGINEERING**  
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
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email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

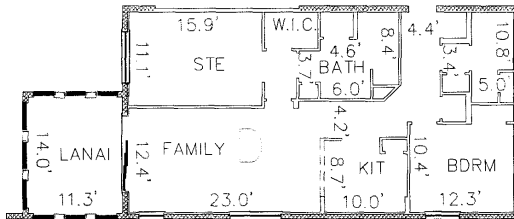
SPECIFIC PURPOSE  
SURVEY  
FOR BUILDING  
FINAL

PROJECT NO.	T5038CENT
DRAWING REFERENCE No.	TIDE-18
DATE	10/27/2006
SHEET NO.	17 OF 20

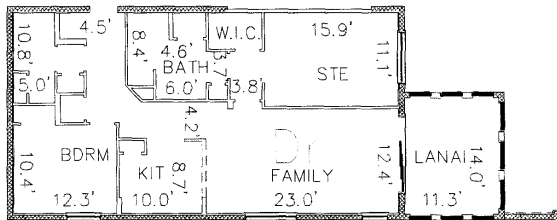


VILLAGE AT PALM COAST – PHASE II  
TIDELANDS, A CONDOMINIUM  
PALM COAST, FLAGLER COUNTY, FLORIDA

UNIT 401



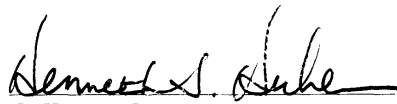
UNIT 407



NOTE: DIMENSIONS SHOWN ARE FIELD MEASURED DISTANCES FROM  
INTERIOR WALL SURFACE TO INTERIOR WALL SURFACE.

VILLAGE AT PALM COAST – PHASE II  
TIDELANDS, A CONDOMINIUM  
PALM COAST, FLAGLER COUNTY, FLORIDA

BUILDING 18 – FOURTH LEVEL – FLOOR PLAN  
BUILDING UNITS 401 AND 407

  
KENNETH J. KUHAR  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER #6105

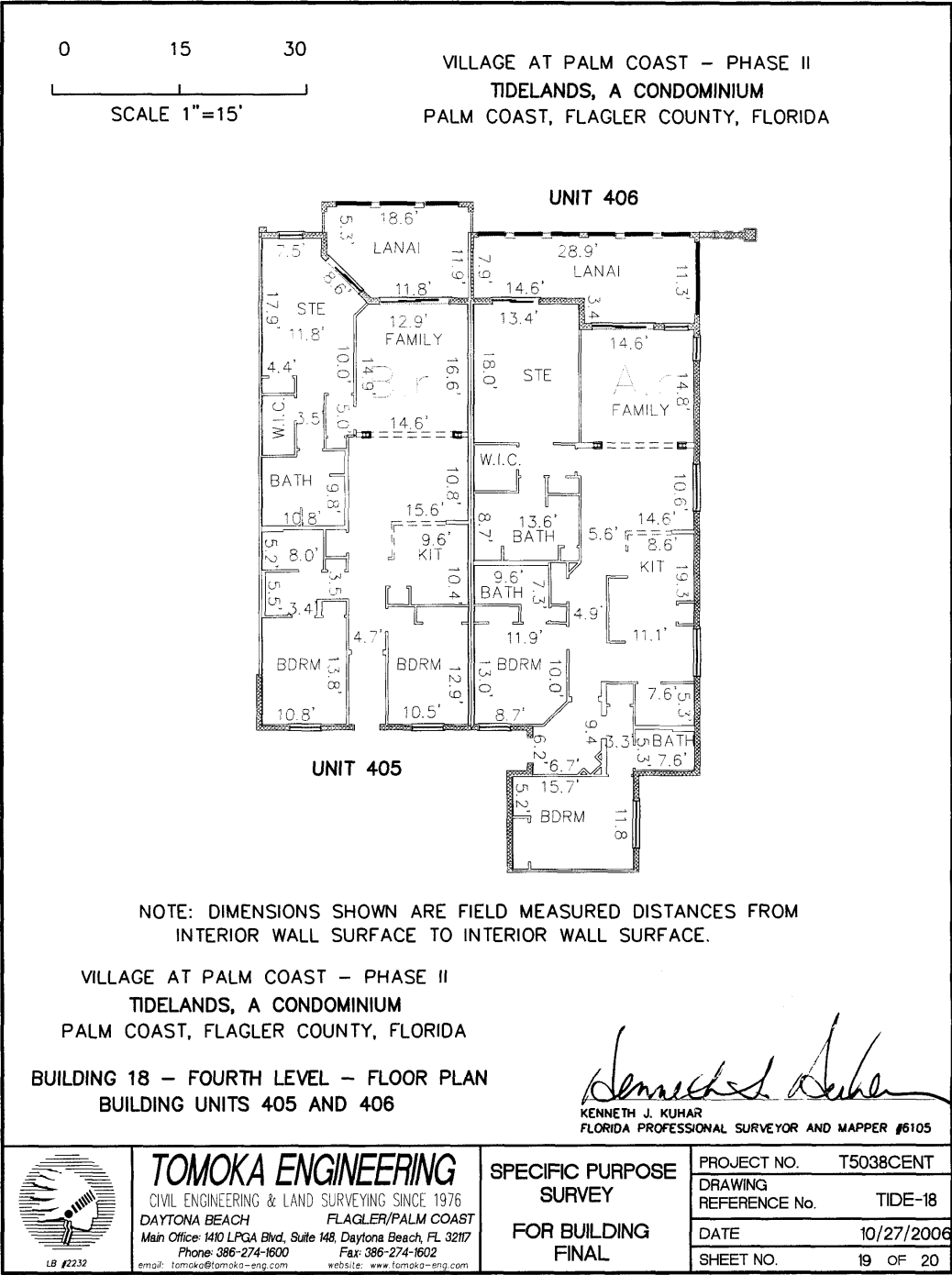


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Main Office: 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117  
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SPECIFIC PURPOSE  
SURVEY  
  
FOR BUILDING  
FINAL

PROJECT NO.	T5038CENT
DRAWING REFERENCE No.	TIDE-18
DATE	10/27/2006
SHEET NO.	18 OF 20





VILLAGE AT PALM COAST – PHASE II  
**TIDELANDS, A CONDOMINIUM**  
 PALM COAST, FLAGLER COUNTY, FLORIDA

*Exhibit to Declaration of Condominium*  
*"Graphic Description of Improvements"*

I, Kenneth J. Kuhar, of Tomoka Engineering, do hereby certify that I am a Professional Surveyor and Mapper, Certificate # 6105, authorized and licensed to practice in the State of Florida and that the construction of the improvements of Units 101, 102, 103, 104, 105, 106, 107, 201, 202, 203, 204, 205, 206, 207, 301, 302, 303, 304, 305, 306, 307, 401, 402, 403, 404, 405, 406 and 407 (building #18) for Village at Palm Coast Phase II (Tidelands), a Condominium, are substantially complete so that the attached survey, plot plan, graphic description of improvements, together with the provisions of the Declaration of Condominium describing the condominium property present an accurate representation of the location and dimensions of the improvements constituting said Units 101, 102, 103, 104, 105, 106, 107, 201, 202, 203, 204, 205, 206, 207, 301, 302, 303, 304, 305, 306, 307, 401, 402, 403, 404, 405, 406 and 407 (building #18), and that the identification, location, and dimensions of the common elements of each unit can be determined from these materials. I further certify that plan improvements including but not limited to, common element facilities serving said Units 101, 102, 103, 104, 105, 106, 107, 201, 202, 203, 204, 205, 206, 207, 301, 302, 303, 304, 305, 306, 307, 401, 402, 403, 404, 405, 406, and 407 of (building #18) have been substantially completed.


**Attachments:**

Final Survey (3 sheets)  
 Floor Plans (16 sheets)

Signed \_\_\_\_\_

*Kenneth J. Kuhar*  
 Kenneth J. Kuhar  
 Florida Professional Surveyor and Mapper  
 Certificate No. 6105  
 1410 LPGA Blvd., Suite 148,  
 Daytona Beach, Florida 32117  
 Certificate of Authorization No. LB 2232

10/27/06

	<b>TOMOKA ENGINEERING</b> CIVIL ENGINEERING & LAND SURVEYING SINCE 1976 DAYTONA BEACH      FLAGLER/PALM COAST Main Office: 1410 LPGA Blvd., Suite 148, Daytona Beach, FL 32117 Phone: 386-274-1600      Fax: 386-274-1602 email: tomoka@tomoka-eng.com      website: www.tomoka-eng.com	<b>SPECIFIC PURPOSE          SURVEY          FOR BUILDING          FINAL</b>	PROJECT NO.      T5038CENT
			DRAWING REFERENCE No.      TIDE-18
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