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DECLARATION OF CONDOMINIUM

FOR

VILLAGE GREEN AT BAYMEADOWS TWO, A CONDOMINIUM

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## DECLARATION OF CONDOMINIUM

FOR

## VILLAGE GREEN AT BAYMEADOWS TWO, A CONDOMINIUM

THIS DECLARATION is made this 5th day of July, 1984, by BAYMEADOWS PROPERTIES, LTD., a Florida limited partnership by its general partner, SOUTHERN CONDOMINIUM DEVELOPERS, INC., a Florida corporation, ("Developer") in and by which the Developer makes the following declarations.

1. INTRODUCTION AND SUBMISSION1.1 Submission Statement.

Developer hereby submits to the condominium form of ownership and use the land described in Exhibit A hereof, the improvements now and hereafter situated thereon, and the easements and rights appurtenant thereto (the "Condominium Property"), pursuant to Chapter 718, Florida Statutes, 1983, as amended to the date hereof (the "Condominium Act") excluding therefrom, however, all public utility installations, cable television lines and equipment owned by the Developer and its successors and assigns. This is a phased condominium as described in Section 718.403, Florida Statutes. Additional land (more fully described in Exhibit A-1) may be submitted to condominium form of ownership pursuant to the provisions of Article 22 hereof.

1.2 Name.

The name by which this condominium is to be identified is VILLAGE GREEN AT BAYMEADOWS TWO, A CONDOMINIUM, sometimes herein called the "Condominium." The street address is 7620 and 7623 Baymeadows Circle West, Jacksonville, Florida.

1.3 The Land.

The land submitted to Condominium is situated in Duval County, Florida, and is described in Exhibit "A" attached hereto and made a part hereof, and consists of a parcel of real property (the "Land") upon which will be situated residential improvements ("Condominium Buildings") and common facilities which are submitted hereby to condominium ownership. A survey and site plan of the Land is attached hereto and made a part hereof as Exhibit "C."

2. DEFINITIONS.

2.1 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner, and such additional sums which may be assessed directly against one or more Unit Owners (though not necessarily against other Unit Owners), including, but not limited to, special assessments, fines and surcharges hereinafter specified.

2.2. "Association" or "Condominium Association" means VILLAGE GREEN AT BAYMEADOWS TWO CONDOMINIUM ASSOCIATION, INC., a not for profit Florida corporation, the entity responsible for the operation of the Condominium. "Board" or "Board of Directors" means the Board of Directors of the Association pursuant to the Articles and Bylaws thereof.

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2.3 "Building" means the structure or structures situate on the Condominium Property in which the Units are located, regardless of the number thereof.

2.4 "Bylaws" mean the Bylaws of the Association.

2.5 "Common Elements" mean and include:

(a) The portions of the Condominium Property which are not included within the Units.

(b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.

(c) An easement of support in every portion of a Unit which contributes to the support of the Building.

(d) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.

(e) Any other parts of the Condominium Property designated as Common Elements in this Declaration, or any amendment hereto.

Common Elements shall not include improvements installed by Unit Owners.

2.6 "Common Expenses" mean all expenses incurred by the Association for the Condominium. In order to effect economies of scale, expenses relating to all management, maintenance, security and operational services performed both for the Condominium Property and for other properties located in the Village Green at Baymeadows Community and subject to the covenants (see § 2.11) may be equitably apportioned among all such properties, including, without limitation, the Condominium Property, and the portion of such expenses attributable to the Condominium Property shall be deemed part of the Common Expenses.

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

2.8 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.

2.9 "Condominium Property" means the Land and personal property that are subjected to condominium ownership under this Declaration, all improvements on the Land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.10 "County" means the County of Duval, State of Florida.

2.11 "Covenants" or "Declaration of Covenants" mean the Village Green Declaration of Covenants, Conditions and Restrictions, recorded in Official Record Book 5685, page 694 of the public records of the County, and when the context permits, shall also mean the Articles of Incorporation and Bylaws of Village Green at Baymeadows Property Owners Association, Inc. (the "Master Association"), all as now or hereafter amended, modified or supplemented.

2.12 "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.

2.13 "Developer" means and refers to Baymeadows Properties, Ltd., a Florida limited partnership and its successors and assigns provided that such partial or complete assignees shall assume the obligations of Developer hereunder.

2.14 "Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property.

2.15 "Institutional Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government including without limitation the Federal National Mortgage Association ("FNMA") Government National Mortgage Association ("GNMA"), the Administrator of the Veterans Administration and other similar insurers and guarantors of mortgages, mortgage banker, or any other lender generally recognized as an institutional-type lender, or the Developer, holding a mortgage on a Unit or Units.

2.16 "Limited Common Elements" mean those Common Elements the use of which are reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. Reference herein to Common Elements shall include also all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

2.17 "Management Firm" means Property Services, Inc., a corporation with which the Association has contracted to provide management services. In the event that the Contract with Property Services, Inc., is terminated as provided therein, "Management Firm" shall mean that entity providing management services to the Condominium.

2.18 "Master Association" shall mean Village Green at Baymeadows Property Owners Association, Inc., a Florida not for profit corporation which is charged with supervision and management of the Village Green at Baymeadows Community.

2.19 "Unit" means a part of the Condominium Property which is subject to exclusive ownership.

2.20 "Unit Owner" or "Owner of a Unit" or "Owner" means the record owner of a Condominium Parcel.

2.21 "Village Green at Baymeadows Community" shall refer to all and any land which is or may be subjected to the Declaration of Covenants including any land which is or will be owned by the Master Association for the use and enjoyment of its members.

### 3. DESCRIPTION OF CONDOMINIUM PROPERTY.

#### 3.1 Number and Identification of Units.

Exhibit "D", attached hereto and made a part hereof includes a graphic description of the improvements comprising part of the Condominium Property. The Improvements consist of twelve (12) condominium units located in two one and two-story buildings. Each "Unit" is identified (as defined in the Condominium Act and herein) by number. A plot (site) plan of the improvements is annexed and made a part hereof as Exhibit "C."

The construction of the improvements on the Land is not substantially complete; however, at the time the improvements or a portion thereof are substantially completed, the Developer shall cause this Declaration to be amended to include a Certificate of Surveyor authorized to practice in this state which shall provide that the construction of the

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improvements or certain Units to be conveyed are substantially complete so that the materials in Exhibits "A", "C" and "D," together with the provisions of the Declaration describing the property or the planned common element facilities is an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the Common Elements and of each Unit to be conveyed can be determined from these materials.

3.2 Residential Buildings (Phase 1).

The Phase 1 improvements shall include two one and two-story buildings containing twelve (12) Units and other appurtenant Common Elements and Limited Common Elements. The buildings will contain the following number of Units on each floor:

Building 1	-	6 Units
Building 2	-	6 Units
Total	-	12 Units

The Phase 1 improvements will be completed by March 15, 1986.

3.3 Residential Buildings - Phases 2, 3, 4 and 5.

If constructed, Phase 2 will consist of twenty-two (22) Units in Buildings 3, 4, 23 and 24 as designated on the site plan. If constructed, Phase 3 will consist of nineteen (19) units in Buildings 5, 6 and 7 as designated on the site plan. If constructed, Phase 4 will consist of twenty-six (26) units in Buildings 8, 10, 11 and 12 as designated on the site plan. If constructed, Phase 5 will consist of twenty-two (22) units in Buildings 19, 20, 21 and 22.

3.4 Other Improvements.

In addition to the Condominium Building situated thereon, the Land also includes improvements, consisting of outside carports and parking areas, walks, landscaping and all underground structures and improvements which are not part of or located within the condominium building, and which are not elsewhere herein reserved to and/or retained by Developer, such as wires, cables, drains, pipes, ducts, conduits, valves and fittings.

3.5 Units.

The term "Units" as used herein, shall mean and comprise the twelve (12) condominium units in the Condominium which are located and individually described in Exhibit "D" hereto. If subjected to this Declaration, the term "Units" shall also refer to the eight-nine (89) Units described in Exhibit D-1.

Each condominium Unit shall include that part of the Condominium Building containing such Unit that lies within the following boundaries:

(a) Upper and lower boundaries.

The upper and lower boundaries of a Unit shall be the boundary of the horizontal plane of the unfinished ceiling surface extended to an intersection with the perimetrical boundaries as an upper boundary and the boundary of the horizontal plane of the unfinished surface of the floor extended to an intersection with the perimetrical boundary as a lower boundary.

(b) Perimetrical Boundary.

The perimetrical boundary of each Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(i) Exterior Building Walls:

The intersecting vertical planes adjacent to and which include the unfinished surface of the interior of the outside walls of the Condominium Building bounding a Unit.

(ii) Interior Building Walls:

The vertical planes of the interior unfinished surface of the walls bounding a Unit (excluding interior partitions within Units) extended to intersections with other perimetrical boundaries.

(c) Exclusions.

The Unit Owner shall not be deemed to own any spaces or improvements lying beneath the unfinished inner surfaces of the perimeter walls and floors, and above the lowest horizontal plane of the uppermost structural elements of each Unit, nor any spaces or improvements lying beneath the undercoated and/or unfinished inner surface of all interior columns, bearing walls and/or bearing partitions, nor any pipes, ducts, vents, wires, conduits or other facilities, equipment and/or fixtures running through any interior wall or horizontal or vertical portion of a Unit, for the furnishing of utility services, heating and cooling and/or ventilation to Units, Common Elements and/or Limited Common Elements.

(d) Apertures.

All glass and other transparent and/or translucent material, insect screens and screening in windows and doors, the material covering other openings in the exterior or interior walls of Units, where applicable, shall be construed to be within the boundaries or limits and part of the Unit exclusively served by such windows, doors and other openings.

(e) Mechanical Equipment.

All air conditioning compressors, water heaters, heat pumps and other mechanical equipment serving only one Unit shall be deemed to be a part of the Unit.

3.6 Common Elements.

The term "Common Elements", as used herein, shall mean and comprise all of the real property and improvements of the Condominium except Units including, without limitation: (a) easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to Units and Common Elements; and (b) easements of support in every portion of a Unit which contribute to the support of other Units and/or Common Elements; and (c) installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation; and (d) the property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements; and (e) fixtures owned or



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held for the common use, benefit and enjoyment of all owners of Units in the Condominium; (f) parking spaces; (g) easements for ingress and egress serving the Condominium property; (h) all open areas and man-made lakes contained within the Land (subject to the rights of the Master Association to regulate the water quality thereof); (i) all roadways, sidewalks, paths, fences and entrance areas located on the Land and (j) all other improvements owned or held for common use, benefit and enjoyment of all Unit Owners.

### 3.7 Limited Common Elements.

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

(a) To each Unit a concrete patio area as depicted on Exhibit D.

(b) To the Unit Owners who elect to purchase the carports designated on Exhibit D, the exclusive use of the carport and designated storage area which is incorporated therein.

(c) Each Unit Owner of a Unit in the Condominium have the right of exclusive use of the air space and ground space occupied by the air conditioning compressor, heat pump, air handler and equipment and fixtures appurtenant thereto, serving that Unit.

(d) Anything to the contrary in this Declaration notwithstanding, in the event a Unit Owner mortgages his Unit together with his Limited Common Elements (whether or not fully assignable apart from the Unit), such Limited Common Elements shall not be assignable apart from the Unit unless they are released from the lien of the mortgage.

### 4. APPURTENANCES TO UNITS.

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

#### 4.1 Use of Common Elements.

(a) An undivided share in the Common Elements and in the Common Surplus. The undivided share in the Common Elements and the Common Surplus of the Condominium appurtenant to each Unit is that proportion of the total set forth, as a fraction, in the schedule which is annexed hereto and made a part hereof as Exhibit "B" which fractional share may be adjusted in accordance with the provisions therein; and

(b) The right to use exclusively, or in common with certain other Units where so specified, those portions of the Common Elements designated and/or reserved herein and/or granted elsewhere to a certain Unit or Units as Limited Common Elements; and

(c) The appurtenant share in the Common Elements and Common Surplus and the exclusive right to use all the Limited Common Elements appurtenant to a Unit, can not be conveyed or encumbered except together with the Unit. Notwithstanding the foregoing, the Developer and the Association reserve the right in their discretion and by their written consent to permit the transfer of the carports

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separately from the transfer of the Units. The respective shares in the Common Elements appurtenant to Units shall remain undivided and no action for partition of the Common Elements, the Condominium Property or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

4.2 Easements.

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

(b) Non-exclusive easements, to be used and enjoyed in common with the owners of all Units in the Condominium, their guests, invitees, and lessees, for use of those Common Elements not designated elsewhere herein as Limited Common Elements, including, without limitation, easements for:

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

(ii) Vehicular and pedestrian access over, across, upon, in and through the drives, sidewalks, entries, gates, walks, grounds, and other portions, if any, of the Common Elements as are intended and/or provided for pedestrian and vehicular traffic through the Condominium and for access to the common roadways.

(c) An exclusive easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit or Common Element, or vice versa, for any reason not caused by or resulting from the willful act of Developer or any Unit Owner or Owners, including without limitation, encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Unit or other improvement, to the extent of such encroachment; and

(d) An exclusive easement for the use of the area of Land and air space occupied by the appurtenant mechanical equipment, e.g. air conditioning compressor, heat pump, air handler and the equipment and fixtures appurtenant thereto, situated in and/or on Common Elements of the Condominium but exclusively serving a particular Unit, as the same exist in and on the Land, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, heat pump, air handler and the equipment and fixtures appurtenant thereto, provided, that the removal of the same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies.

4.3 Membership.

The right to membership in the Association upon the terms and conditions set forth elsewhere herein.

4.4 Ingress and Egress.

Each Unit Owner and his guests, invitees, lessees and domestic help, and all delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities

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authorized by the Developer or Grantor of the easement referenced therein ("Grantor") to serve the Condominium, holders of mortgage liens on the Condominium or any Unit and such other persons as the Developer may from time to time designate, shall have the non-exclusive and perpetual right of ingress and egress over and across the real property constituting common roads within Village Green at Baymeadows as described in Exhibits A and C attached hereto and made a part hereof, or as they may be amended in related documents recorded in the public records of the County.

## 5. THE ASSOCIATION.

### 5.1 Name of Association.

The entity responsible for the operation of the Condominium shall be VILLAGE GREEN AT BAYMEADOWS TWO CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit (the "Association"), of which a copy of the Articles of Incorporation is attached hereto and made a part hereof as Exhibit "E." Subject to the rights reserved to Developer herein, in the Management Agreement and in the Condominium Act to administer and manage the Condominium Property the Association shall administer and manage the Condominium Property; provided, that the Association may, to the extent permitted by the Condominium Act, by contract, delegate its maintenance, management and operational duties and obligations.

### 5.2 Bylaws of Association.

A copy of the Bylaws of the Association is attached hereto and made a part hereof as Exhibit "F".

### 5.3 Voting Rights of Unit Owners.

The Unit Owner(s) shall become a member or members of the Association automatically upon a. simultaneously with delivery of a deed of conveyance of fee title thereto from Developer or, in a conveyance by a grantee or a remote grantee of Developer, a deed which has been approved by the Association and otherwise complies with the terms and conditions of this Declaration, the Articles of Incorporation and Bylaws of the Association. There shall be appurtenant and pass with title to each Unit, one vote as a member of the Association, which may be exercised by the Unit Owner(s), or the duly constituted proxy of the Unit Owner(s), from time to time, at all meetings of members and in connection with all matters upon which all members of the Association are entitled to vote. The qualification of members of and manner of admission to membership in the Association, the termination of such membership and voting by members shall be as provided for in the Articles of Incorporation and Bylaws of the Association. Upon the submission of a subsequent phase to this Condominium, the voting rights will automatically change as described in Article 22.

## 6. AMENDMENT OF DECLARATION.

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

### 6.1 Notice.

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

6.2 Proposal.

Amendments to this Declaration may be proposed by the Board of the Association by resolution adopted by a majority vote of the Directors present at any regular or special meeting of the Board at which a quorum is present or, in the alternative, by a written instrument signed by a majority of the Board, or by the owners of one-tenth (1/10) of the Units, whether by vote of such owners as members of the Association at a special or regular meeting of the members or by written instrument signed by them.

6.3 Adoption.

Any amendment to this Declaration so proposed by the Board or members of the Association shall be transmitted to the President of the Association, or, in the absence of the President, to a Vice President or other acting chief executive officer, who shall thereupon call a special meeting of the Unit Owners in this Condominium to consider and vote upon such proposed amendment; provided, that a proposed amendment may be considered and voted upon at an annual meeting of the members of the Association if the next such meeting is to be held within the time hereafter limited and if notice of the proposed amendment shall be included in the notice of such meeting. The special or annual meeting, as the case may be, of the members shall be held not sooner than thirty (30) days nor later than sixty (60) days from the date of receipt by the Association of the proposed amendment. Notice of the meeting shall be in the form and shall be delivered and the meeting shall be called and held as provided for in the Bylaws of the Association; provided, that any member may, in writing signed by such member, waive notice of any such meeting in the manner provided for in the Bylaws of the Association and such waiver, when delivered to the Secretary of the Association for filing in its records, whether before, during or after such meeting shall be construed to be the equivalent of giving notice to such member. For twenty years from the date of recording of this Declaration, the proposed amendment may be adopted, and shall become effective, by and with the affirmative vote at such meeting of owners of not less than ninety percent (90%) of the Units; provided, that any amendment proposed may be adopted, without a formal meeting of the members, by an instrument executed and acknowledged with the formalities of a deed by members owning not less than ninety percent (90%) of all Units. Thereafter, the requisite percentage of the votes for approval shall be not less than seventy-five percent (75%).

6.4 Proviso.

Except as elsewhere permitted herein, no amendment shall:

(a) Change any "Condominium Parcel" (as defined in the Condominium Act) unless the record owner thereof and Institutional Mortgagees thereon shall join in the execution and acknowledgment of the amendment, or

(b) Discriminate against any Unit Owner or against any Unit or any class or group of Units comprising part of the Condominium Property, unless the record owners of all affected Units and Institutional Mortgagees thereon shall join in the execution and acknowledgment of the amendment, or

(c) Change the share of Common Elements appurtenant to any Unit or Units or the share of any Unit Owner in the Common Surplus, or increase the share of any Unit Owner(s) in the Common Expenses, unless the record owners of Units so affected and the Institutional Mortgagees thereon shall join in the execution and acknowledgment of such amendment, or

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(d) Make any change in Article 10 hereof, entitled "Insurance," nor in Article 11 hereof, entitled "Reconstruction or Repair After Casualty," unless the Institutional Mortgagees on Units shall join in the execution and acknowledgment of the amendment, or

(e) Adversely affect the lien or priority of any previously recorded Mortgage to an Institutional Mortgagee; or

(f) Change the rights and privileges of the Developer without the Developer's written approval.

(g) So long as the Developer has title to any Condominium Unit, no amendment to this Declaration shall be made to this Declaration or any exhibits thereto unless the Developer shall consent in writing to the amendment, which consent may be withheld by the Developer for any reason.

(h) Change the use of any Unit or Common Element to commercial use without Developer's written consent.

(i) The right of the Developer to amend this Declaration of Condominium as elsewhere provided herein shall not be abridged in any manner by this Article or any other article of this Declaration or exhibits thereto.

(j) The condominium regime may not be merged with a successor condominium regime without prior written approval of Institutional Mortgagees.

**6.5 Effective Date and Recording Evidence of Amendment.**

An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed in the form required for the execution of a deed. Amendments effected by the Developer must be evidenced in writing and recorded, but a certificate of the Association is not required. An amendment of the Declaration is effective when it is recorded in the public records of the County.

**6.6 Amendments by Developer.**

Notwithstanding any provision to the contrary set forth in this article or elsewhere in this Declaration or in the Articles of Incorporation or Bylaws of the Association, the Developer may amend this Declaration to add any surveyor's certificate(s), to submit Phases 2, 3, 4 and/or 5 to this Declaration [as more fully described in Article 22] to amend the documents as required by an Institutional Mortgagee, or in accordance with §§ 8.1, 13.2 and 13.4 without the consent or joinder of any Unit Owner or Institutional Mortgagee.

**6.7 Amendment to Correct Omission or Error in Condominium Documents.**

The Association, by the affirmative vote of the Owners of not less than 51% of the members, may amend the Declaration for the purpose of correcting a defect, error or omission in this Declaration so long as such amendment does not materially or adversely affect the rights of owners, lienors or mortgagees.

**7. MAINTENANCE, REPAIRS AND REPLACEMENTS.**

Responsibility for maintenance, repairs and replacements of Condominium Property and property of Unit Owners located or situated within the Condominium shall be as follows:

#### 7.1 Units.

Each Unit, and the personal property therein, fixtures, equipment and appliances comprising a part thereof, located therein, or exclusively serving the same shall be maintained, kept in good repair and replaced by and at the expense of the Owner(s) thereof. All maintenance, repairs and/or replacements for which Unit Owners are responsible and obligated to perform, whether structural or nonstructural, ordinary or extraordinary, shall be performed promptly as the need arises. Notwithstanding the obligation of Unit Owners for maintenance, repair and replacement of and in Units, the proceeds of all insurance awards or payments under insurance carried by the Association for loss or damage to or within such Units shall be applied against repairs and replacements to the extent that such award or payments exceed the deductible provisions of such insurance.

#### 7.2 Common Elements.

The Association shall be responsible for, and shall assess against and collect from all Unit Owners, the costs of maintaining, repairing, replacing and keeping in clean and orderly condition, all of the Common Elements except certain of the Limited Common Elements specified below. The Association shall, at the expense of all Unit Owners, repair any and all incidental damage to Units resulting from maintenance, repairs and/or replacements of or to Common Elements.

#### 7.3 Limited Common Elements.

The responsibility for, and the cost of keeping clean and in orderly condition the patios forming a part of the Limited Common Elements which exclusively serve a certain Unit to the exclusion of other Units, shall be borne by the owner(s) of the Unit(s) to which the same are appurtenant. The repair and maintenance of such patios which exclusively serve a Unit shall be done by the Association, but paid for by the Unit Owner of the Unit to which it is appurtenant.

Association shall be responsible for the maintenance and repair of the carports. The cost of such maintenance and repair thereof shall be assessed against the Unit Owners who own the carports. The Unit Owners shall be responsible for keeping the carport in good order, free of debris and trash.

Notwithstanding the Unit Owners' obligations with respect to certain Limited Common Elements, any proceeds of insurance awards or payments under insurance carried by the Association for loss or damage to such Limited Common Elements shall be applied against such repair or replacement to the extent that such award or payments exceed the deductible limits of such insurance.

#### 7.4 Management.

The Board may enter into a contract with any firm, person, or corporation or may join with any other condominium associations and entities in contracting for the maintenance and repair or management of the Condominium Property. The Board may contract for and may delegate to the contractor or manager all the powers and duties of the Association, except such as are specifically required by this Declaration or by the Bylaws, to have the approval of the Board of Directors or the membership of the Association. The contractor or manager may be authorized to determine the budget, make assessments for common expenses and collect assessments as provided by this Declaration, Bylaws and exhibits to this Declaration.

7.5 Entry for Maintenance.

The Board, or the agents or employees of any management firm or the Association, shall be allowed entry into any Unit or Limited Common Elements for the purpose of maintenance, inspection, repair, replacement of the improvements within the Units, Limited Common Elements, or the Common Elements or in case of emergency circumstances threatening Units, Limited Common Elements or the Common Elements, or to determine compliance with the provisions of this Declaration and the Bylaws of the Association. The liability for any damage done by the Board, agents or employees of any management firm or Association shall be assessed against the Unit Owner of the Unit being repaired, maintained or inspected unless such damage is created by the gross negligence or willful misconduct of the Board, agents or employees of any management firm or Association.

7.6 Failure to Maintain.

In the event a Unit Owner fails to maintain his Unit and Limited Common Elements, as required herein, or makes any alterations or additions without the required consent, or otherwise violates or threatens to violate the provisions of this Declaration relevant to maintenance, alteration and repair, the Association shall have the right to levy an assessment against the Unit Owner and the Unit, for such necessary sums to remove any unauthorized addition or alteration and to restore the property to good condition and repair. The Association shall have the further right to have its employees or agents or any subcontractors appointed by them enter a Unit at all reasonable times to do such work as is deemed necessary by the Board of the Association to enforce compliance with the provisions hereof.

8. ALTERATIONS OF AND IMPROVEMENTS TO UNITS AND COMMON ELEMENTS.

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

8.1 Developer's Right to Alter.

Until the Declaration is recorded, the Developer shall have the right, without the vote or consent of the Association or Unit Owners, to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Developer-owned Units; (iii) change the size and/or number of Developer-owned Units by subdividing one or more Developer-owned Units into two or more separate Units, combining separate Developer-owned Units (including those resulting from such subdivision or otherwise) into one or more Units, or otherwise; and (iv) reapportion among the Developer-owned Units affected by such change in size or number pursuant to the preceding clause their appurtenant interest in the Common Elements and share of the Common Surplus and Common Expenses; provided, however, that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses of any Units (other than Developer-owned Units) shall not be changed by reasons thereof unless the Owners of such Units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing. In making the above alterations, additions and improvements, the Developer may relocate and alter Common Elements adjacent to such

## OFFICIAL RECORDS

Units, incorporate portions of such Common Elements into altered Units and/or create additional Common Elements from portions of altered Units, provided that such relocation and alteration does not materially or adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Developer. Any amendments to this Declaration required by actions taken pursuant to this Article may be effected by the Developer alone. Without limiting the generality of Section 6.4 hereof, the provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer.

### 8.2 Unit Owner's Right to Alter.

No Unit Owner shall make any addition, alteration or improvements in or to the Common Elements nor to his Unit or any Limited Common Element without the prior written consent of the Board. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an additional alteration or improvement in such Unit Owner's Unit or Limited Common Element within 60 days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The proposed additions, alterations, and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and all other Unit Owners harmless from any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association, subject to the Board's right to perform appropriate maintenance upon the failure of the Unit Owner to do so as provided in Section 7.6. If any addition, alteration or improvement to the Unit is visible from any location exterior to the Building, such addition, alteration or improvement must also be approved by the Master Association to assure compliance with the overall plans and development of the Village Green at Baymeadows Community. If it appears that an addition, alteration or improvement will require approval of the Master Association, the Unit Owner or Board shall submit a set of plans to the Master Association. The Master Association shall have sixty (60) days within which to approve the plans or they shall be deemed approved, all as more specifically set forth in the Declaration of Covenants.

In the event of disagreement between the Association and Master Association in connection with approval of additions, alterations or improvements, the Master Association shall prevail. In any litigation or other dispute related to or arising out of this Article, if the Association shall be the prevailing party, it shall be entitled to reimbursement of its costs incurred in said litigation or dispute, including, without limitation, reasonable attorneys' fees.

### 9. MANAGEMENT AGREEMENT.

#### 9.1 Management Firm.

The Association, through its Board of Directors, has entered into a Management Agreement with Property Services, Inc. ("Management Firm").



The Association has delegated to the Management Firm certain powers of the Association, not reserved to the Board of Directors under the provisions of the Condominium Act.

#### 9.2 Duties of Management Firm.

Each Unit Owner, his or her successors, and assigns, shall be bound by the Management Agreement for the purposes therein expressed, including but not limited to:

(a) Adopting, ratifying, confirming, and consenting to the execution of the Management Agreement by the Association.

(b) Covenanting and promising to perform each and every of the covenants, promises, and undertakings to be performed by Unit Owners as provided in the Management Agreement.

(c) Ratifying, confirming, and approving each and every provision of the Management Agreement, and acknowledging that all of the terms and provisions thereof are reasonable.

(d) Agreeing that the persons acting as directors and officers of the Association entering into such an Agreement have not breached any of their duties or obligations to the Association.

#### 9.3 Interested Directors.

It is specifically recognized that some or all of the persons comprising the original Board are or may be stockholders, officers and Directors of the Management Firm, and that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate such Management Agreement, in whole or in part.

#### 10. INSURANCE.

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

##### 10.1 Duty and Authority to Obtain.

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

#### 10.2 Required Coverage.

The Association shall purchase and carry casualty insurance covering all of the buildings and other improvements, including personal property of the Condominium, including, without limitation, Units, Limited Common Elements and Common Elements, (which may be jointly insured to as "Insured Property") in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the Board of Directors of the Association in accordance with reasonably acceptable appraisal practice; such insurance to include or afford protection against:

(a) Loss or damage by fire or other hazards covered by the standard extended coverage and broad form and/or special form; and

(b) Such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings and other improvements similar, in construction, location and use, to the building and other improvements of the Condominium, including without limitation, vandalism, malicious mischief, windstorm, and flood.

(c) Comprehensive general liability insurance in the amount of \$1,000,000 for personal injury and \$500,000 for property damage and an umbrella policy of \$10,000,000 for both, insuring the Association, the Board of Directors, the Management Firm, at the discretion of the Board of Directors, and each Unit Owner for claims arising out of or in connection with the ownership, operation or maintenance of any of the Condominium Property. This coverage shall exclude Unit Owner liability coverage for claims arising in connection with that portion of the property used and occupied exclusively by a particular Unit Owner. Such comprehensive general liability insurance shall also cover cross liability claims of one insured against the other and water damage and fire legal liability coverage. The Board of Directors shall review such limits once a year.

(d) Workmen's compensation insurance to meet the requirements of law.

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

(f) Director and officer liability coverage, and to the extent the duties and obligations of the Board are delegated for such delegates.

#### 10.3 Optional Coverage.

The Association may purchase and carry other insurance coverage or obtain other endorsements including without limitation, products liability, agreed amount and inflation guard endorsements, construction code endorsements and steam boiler coverage as the Board, in its sole discretion, may determine from time to time to be in the best interests of the Association and Unit Owners, or as an Institutional Mortgagee may reasonably require while it holds a mortgage encumbering any Unit. Any waiver of subrogation contained in policies shall include waivers as to the Management Firm.

#### 10.4 Premiums.

Premiums for all insurance obtained and purchased by the Association shall be paid by the Association. The cost of insurance premiums, and other incidental expenses in

curred by the Association in administering and carrying out the provisions of this Article, shall be assessed against and collected from Unit Owners as a common expense or maintenance fee.

#### 10.5 Additional Provisions.

Any policy obtained by the Association must provide for the following, if available:

- (a) Recognition of any Insurance Trust Agreements.
- (b) Waiver of the right of subrogation against Unit Owners individually.
- (c) The insurance will not be prejudiced by any act or neglect of individual Unit Owners which is not in the control of such Owners collectively.
- (d) The policy shall be primary in the event that the Unit Owner has other insurance covering the same loss.
- (e) The policy may not be cancelled : : substantially modified without at least 60 days prior written notice to the Association and each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy.

#### 10.6 Assured.

All policies of insurance obtained and purchased by the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the "Insurance Trustee," as herein identified, or to its successor, and the proceeds from insurance against any casualty loss shall be held for the use of the Association, Unit Owners and their respective mortgagees, as their interests may appear, to be applied or distributed in the manner herein provided. The Association is hereby constituted and appointed agent for all Unit Owners, with authority to negotiate and settle the value and extent of any and all losses covered under any policy of casualty insurance, and the Association is granted full right and authority to execute, in favor of any insurer, a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

#### 10.7 Insurer.

All persons beneficially interested in the insurance coverage obtained, purchased and maintained by the Association, including without limitation Unit Owner(s) and Mortgagees shall be bound by the Association's selection of its insurer(s) and the amount of insurance coverage carried and kept in force by the Association.

#### 10.8 Insurance Trustee.

The Association shall have the right but no obligation to designate the Insurance Trustee and all persons beneficially interested in such insurance coverage shall be bound by the Association's selection of the Insurance Trustee. If the Association fails or elects not to appoint such Insurance Trustee, the Association will perform all obligations imposed upon such Trustee by this Declaration.

- (a) Qualifications, Rights and Duties.

The Insurance Trustee shall be either a bank with trust powers, doing business in the State of Florida, the Board or an attorney who is a member of the Florida Bar. The Insurance Trustee, if a bank or attorney, shall not be liable for the payment of premiums, the renewal of any policy or policies of casualty insurance, the sufficiency of coverage, the form or content of policies, nor for the failure to collect any insurance proceeds. The duties of the Insurance Trustee, if a bank or attorney, shall be to hold such insurance policies as may be placed with it pursuant to Section 10.1 and to receive such proceeds of casualty insurance as are paid and to hold the same in trust for the purposes herein stated, and for the benefit of the Association, Unit Owners and their respective mortgagees, to be disbursed as herein provided. The Association shall pay a reasonable fee to the Insurance Trustee, if a bank or attorney, for services rendered hereunder and shall pay such costs and expenses as the Insurance Trustee may incur in the performance of its duties hereunder. Such fees and costs to be assessed against and collected from Unit Owners as a Common Expense. The Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then only for such money as may come into the possession of the Insurance Trustee. If and when the Insurance Trustee is required to distribute insurance proceeds to Unit Owners and their mortgagees, as their respective interests may appear, the Insurance Trustee, if a bank or attorney, may rely upon a certificate of the President and Secretary of the Association, executed under oath and provided to the Insurance Trustee upon request to the Association, such certificate to certify the name or names of the owners of each Unit, the mortgagee(s) thereof, and the respective percentages of any distribution which is to be made to the Unit Owner(s) and mortgagee(s), as their respective interests may appear. If and when insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder(s) of any Mortgage or Mortgages encumbering a Unit shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of indebtedness secured by such Mortgage(s), unless the insurance proceeds represent a distribution to the Unit Owners and the mortgagee(s) thereof, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the owner(s) of the Unit, and the mortgagee(s) thereof by reason of loss of or damage to personal property constituting a part of the Common Elements and as to which a determination is made not to repair, replace or restore such personal property.

#### 10.9 Application of Insurance Proceeds.

The proceeds of casualty insurance paid to the Insurance Trustee by an insurer for loss or damage to real and/or personal property upon which the Association carries insurance, shall be applied and paid as follows:

##### (a) Common Elements Only.

The proceeds paid to the Insurance Trustee for loss of or damage to real property constituting Common Elements only shall be applied to the repair, replacement or reconstruction of such loss or damage. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements, the excess shall be paid by the Insurance Trustee to the owners of all Units, and their respective mortgagees, as their interests may appear, in share

or proportions equal to the undivided interest appurtenant to each Unit in the Common Elements. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such Common Elements, the Association shall deposit with the Insurance Trustee, from any Association Reserve Fund which may have been established, the difference between the total cost of repairing, replacing or reconstructing such loss or damage and the amount of the insurance proceeds. If no such Association Reserve Fund has been established, or if any such Association Reserve Fund has been established and is insufficient to pay to the Insurance Trustee such difference, the Association shall assess the amount of the difference against, and collect it from, all Unit Owners, as a Common Expense.

(b) Units.

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

(c) Proceeds of Optional Property Coverage.

If any proceeds from any damage occasioned solely to Units and/ or certain portions or all of the contents thereof not included in Insured Property, as determined by the Association in its sole discretion, (collectively "Optional Property"), are collected by reason of optional insurance which the Association elects to carry thereon, such proceeds shall be held for the benefit of the Owners of the Units or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.

10.10 Deposits to Insurance Trustee After Damage. OFFICIAL RECORDS.

Within sixty (60) days after a loss of or damage to Condominium Property covered by casualty insurance, the Association shall obtain estimates of the cost of repairing, replacing or restoring the same, including the cost of professional fees and any construction bond which the Board of Directors may require. If, from such estimates, it shall appear that the insurance proceeds payable for such loss or damage will be insufficient to pay the total costs thereof, the additional money required to pay the total cost thereof, whether it is to be paid by one or more Unit owners, shall be deposited with the Insurance Trustee not later than thirty (30) days from (i) the day on which the Insurance Trustee receives the insurance proceeds or (ii) the date of receipt of cost estimates for repair or replacement, whichever last occurs.

11. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

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

11.1 Insured Property.

If the Insured Property shall be damaged or destroyed, repair or reconstruction thereof, or termination of the Condominium, shall be in accordance with the following:

(a) Total Destruction of the Insured Property.

If seventy-five (75%) or more of the Insured Property is destroyed or so damaged that no Units therein are habitable, the building and none of the improvements comprising Common Elements thereof shall be reconstructed, and the Condominium shall be terminated unless the owners of Units to which seventy-five (75%) percent of the Common Elements are appurtenant agree in writing, within 60 days after the date of such destruction, to reconstruct the same and/or unless any policy or policies of casualty insurance covering the same shall require reconstruction thereunder, and in either case as long as the then applicable zoning and other regulatory laws and ordinances shall allow the same to be reconstructed.

(b) Partial Damage to the Insured Property.

If less than seventy-five percent (75%) of the Insured Property is damaged and some Units therein are habitable, the damaged or destroyed Common Elements and/or Units shall be repaired or reconstructed so that the Units and Common Elements shall be restored to substantially the same condition as existed prior to such damage or destruction, unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere herein provided that the Condominium shall be terminated.

(c) Damage to Common Elements.

Damaged or destroyed improvements constituting part of the Common Elements and Limited Common Elements shall be repaired, reconstructed and/or replaced unless, in the event of total destruction of the Units, or, by agreement after partial destruction, the Condominium shall be terminated.

(d) Responsibility for Damage to Units Only.

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

#### 11.2 Certificate.

The Insurance Trustee may rely upon a certificate executed by the President and Secretary of the Association to determine whether or not damaged or destroyed Condominium Property shall be repaired or reconstructed.

#### 11.3 Plans and Specifications.

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

#### 11.4 Construction Funds.

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

##### (a) Association.

If the total funds assessed against and collected from Unit owners by the Association for payment of repair and reconstruction costs is more than \$100,000.00, then all such sums shall be deposited by the Association with and disbursed by the Insurance Trustee. In all other cases the Association shall hold such sums so assessed and collected and shall disburse the same in payment of the costs of reconstruction and repair.

##### (b) Insurance Trustee.

The proceeds of insurance collected on account of a casualty, and the sums assessed against and collected from Unit Owners by the Association and deposited with the Insurance Trustee shall constitute a construction fund which shall be disbursed in payment of the costs of repair and reconstruction in the following manner:

##### (1) Unit Owner.

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

##### (2) Association - Lesser Damage.

If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$100,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the

Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(3) Association - Major Damage.

If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$100,000.00, then the construction fund shall be disbursed by the Insurance Trustee in payment of such costs in the manner required by the Board and upon approval of an architect registered to practice in Florida and employed by the Association to supervise the work.

(4) Surplus.

It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere herein stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate.

Notwithstanding the provisions herein, the Insurance Trustee, if a bank or attorney, shall not be required to determine whether or not sums paid by Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

12. USE RESTRICTIONS.

In order to provide for congenial occupancy of the Condominium Property and for the protection of the value of the Units, the use of the Condominium Property shall be in accordance with the following provisions so long as the Condominium exists:

12.1 Units.

Each Unit shall be used for a single household and for residential non-commercial purposes only. Nothing herein shall be construed to prohibit leasing of the Units, provided that such leases are in compliance with paragraph 12.9 hereof.



#### 12.1 Units.

Each Unit shall be used for a single household and for residential non-commercial purposes only. Nothing herein shall be construed to prohibit leasing of the Units, provided that such leases are in compliance with paragraph 12.9 hereof.

#### 12.2 Insurance.

No use shall be made of any Unit or of the Common Elements or Limited Common Elements which will increase the rate of insurance upon the Condominium Property without the prior consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in cancellation of insurance on any Unit or any part of the Common Elements, or which will be in violation of any law. No waste shall be committed in the Common Elements.

#### 12.3 Signs.

No sign of any kind shall be displayed to public view on or from any Unit or the Common Elements without the prior written consent of the Board.

#### 12.4 Pets.

No animals of any kind other than one dog and/or one cat, aquarium fish or small birds such as canaries and parakeets shall be kept in a Unit or allowed upon the Condominium Property except by prior written consent of the Board. Such consent, if given, shall be revocable by the Board at any time, and shall automatically expire upon the death or other disposition of the pet. Pets shall be leashed and restrained at all times when on or about the Condominium Property. No guest, lessee, or invitee shall bring any animal upon the Condominium Property. Unit Owners maintaining pets on the Condominium Property, or whose guests, lessees, or invitees bring any animal upon the Condominium Property, shall be responsible for, and bear the expense of, any damage to person or property resulting therefrom. Any such damage shall be determined by the Board and collection by the Association.

#### 12.5 Encroachments.

None of the rights and obligations of the Unit Owners created herein or by the deed conveying the Condominium shall be altered in any way by encroachment due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of any such encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of a Unit Owner(s), if encroachment occurred due to the willful conduct of the Unit Owner(s).

#### 12.6 Common Elements.

The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units. There shall be no obstruction or alteration of, nor shall anything be stored, altered or constructed in, or removed from, the Common Elements or Limited Common Elements without the prior written consent of the Association.

#### 12.7 Nuisances.

No noxious or offensive activity shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance or nuisance to Unit Owners or guests or which interferes with the peaceful possession and proper use of the Condominium Property by residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist.

#### 12.8 Lawful Use.

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

#### 12.9 Leasing.

All leases of the Units must be for a minimum of six (6) months and must provide that the lessee shall be bound by the provisions of this Declaration and any noncompliance by such lessee shall be the responsibility of the Unit Owner.

#### 12.10 Exterior Improvements; Landscaping.

No Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, furniture, fixtures and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Association and Master Association, subject always to the provisions hereof.

#### 12.11 Regulations.

Reasonable regulations and rules concerning the use of the Condominium Property may be promulgated, modified or amended from time to time by the Board. The Members may rescind such rules and regulations by the affirmative vote of the majority of the Members. Members not present at meetings considering such regulations or amendments thereto may express their desire to rescind in writing. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request.

#### 12.12 Enforcement.

The Association shall have the right to enforce all the restrictions set forth in this Article and the Declaration in any manner it deems necessary including without limitation, injunctions, suit for damages, or fines. In the event that the Association fails to properly enforce any provisions of this Declaration, the Master Association shall have the right to enforce the Declaration pursuant to any rights granted herein or in the Declaration of Covenants.

#### 13. RESERVED RIGHTS OF DEVELOPER.

In addition to various rights reserved by the Developer elsewhere provided in this Declaration, the Developer reserves the following rights:

### 13.1 Developer's Use of Units.

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

### 13.2 Changes to Boundaries and Unit Dimensions.

Until such time as the Declaration is recorded, the Developer reserves the right to change the interior design and arrangement of all Units, to alter the boundaries between Units so long as Developer owns the Units so altered and to change the boundaries of Common Elements. Provided, however, if a Unit to be changed abuts the Common Elements where the boundaries are to be changed, the Developer shall own such Unit. The Developer reserves the right to further subdivide the Units owned by the Developer into more than one Unit. If more than one Unit is altered, the Developer shall apportion between the Units, the shares in the Common Elements and Common Expenses appurtenant to the Units altered. An amendment of this Declaration reflecting such authorized alteration of the Unit or Common Elements by Developer need be signed and acknowledged only by the Developer, and need not be approved by the Association, Unit Owners, lienors or mortgagees of any Units or interests therein. In each event, all assessments, voting rights and a share of the Common Elements shall be calculated as if such Units were as originally designated on the Exhibits attached to this Declaration, notwithstanding the fact that several Units are used as one.

### 13.3 Easement Rights of Developer.

#### (a) Roads.

Developer hereby reserves for itself and its designees, an easement over the Condominium Property as it may deem necessary for preserving, maintaining or improving the common roadways.

#### (b) Developer's Easement to Correct Drainage

For a period of five years from the date of conveyance of the first Unit, the Developer reserves for itself and its designees an easement and right on, over and under the ground within the Condominium Property to maintain and to correct drainage of surface water and other erosion controls in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Developer shall restore the affected Condominium Property to its original condition as nearly as practicable. The Developer shall give reasonable notice of intent to take such action to all affected owners, unless in the opinion of the Developer an emergency exists which precludes such notice. The rights granted hereunder may be exercised at the sole option of Developer and shall not be construed to obligate Developer to take any affirmative action in connection therewith.

#### (c) Construction Easement

Developer reserves for itself, its nominees, designees, successors and assignees, an easement over and across the Condominium Property as may be reasonably necessary in

connection with the construction of improvements within Village Green at Baymeadows. Such easement shall include, but not be limited to, an easement for the use of necessary and usual equipment in connection with such construction activity, together with the usual and common noise level created by such construction activity.

(d) Golf Easement

The Developer reserves an easement for itself and any successors and assigns to permit the doing of every act necessary and proper to the playing of golf on the golf course area adjacent to the Condominium Property. These acts shall include, but not be limited to, the recovery of golf balls, provided such golf balls can be recovered without damaging the Condominium Property; the flight of golf balls over and upon Condominium Property; the use of necessary and usual equipment upon such golf course, the usual and common noise level created by the playing of the game of golf; together with all other common and usual activities associated with the game of golf and with all other common and usual activities associated with the operation of a golf course and club and access to the Condominium Property for service and maintenance of any portion of the golf course irrigation system lying within the Condominium Property.

13.4 Right to Amend.

The Developer, so long as it owns Units to which more than twenty-five (25%) percent of the Common Elements are appurtenant, reserves the right at any time to amend the Declaration, as may be required by any lending institution or public body or title insurance company; provided, however, the Developer shall not amend the Declaration after recording in any manner which would change the matters required to be described in the Declaration under the provisions of § 718.403 of the Florida Statutes, without obtaining the consent of all Unit Owners. In addition, the Developer reserves the right to amend the Declaration as provided in Section 6.6 hereof. Any such amendment need only be executed and acknowledged by the Developer and shall not require the joinder or consent of any other Unit Owner or mortgagee of any Unit.

13.5 Rights of Developer to Sell or Lease Units.

So long as Developer, or any mortgagee succeeding Developer in title, shall own any Unit, it shall have the absolute right to lease or sell any such Unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interests.

13.6 Lake and Water Rights.

With respect to the lake and lagoon now existing, or which may be hereafter erected, either within the Condominium Property or adjacent or near thereto ("lakes"), only the Developer or the Master Association shall have the right to pump or otherwise remove any water from such lakes for the purpose of irrigation or other use, or to place any matter in such lakes. The Master Association shall have the sole and absolute right to control the water level of such lakes and to control the stocking, growth and eradication of plants, fowl, reptiles, animals, fish, and fungi in and on such lakes. No gas or diesel driven boats shall be permitted to be operated on such lakes. All Condominium Property adjacent to the lakes shall be maintained so that such grass, planting, or other lateral support to prevent erosion of the embankment adjacent to the lakes and the height, grade and contour of said embankment shall not be changed without the prior written consent of the Master Association. If the

Association shall fail to maintain an embankment as part of its landscape maintenance obligations in accordance with the foregoing, the Master Association or its agents or representatives shall have the right, but no obligation, to enter upon any portion of the Condominium Property to perform such maintenance work which may be reasonably required at the expense of the Association. Developer or the Master Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of the lakes by Unit Owners or other members of the Master Association. The Association or Developer shall have the right to deny such use to any person who in the opinion of Developer or the Association may create or participate in a disturbance or a nuisance on any part of the surface waters of the lakes. The right to reasonable use and benefit of the surface waters of the lakes shall be subject to any riparian rights of others, if any, and the right of reasonable use and benefit of such lakes may be further granted to such other persons, including members of the Master Association, as may be designated by Developer or the Master Association from time to time.

#### 13.7 Additional Easements Reserved.

The real property submitted to condominium ownership herewith is subject to conditions, limitations, restrictions, reservation, all matters of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates. The Developer shall have the right to grant such easements over and upon the Condominium Property and designate the beneficiary thereof until January 1, 1990 or until such time as Developer transfers control of the Association to the Unit Owners, whichever shall first occur. Thereafter the Association shall be empowered to grant such easements on behalf of its members. During the period of time that Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. The right to grant the foregoing easements shall be subject to the requirement that the easements not structurally weaken the Condominium building(s) and improvements upon the Condominium Property nor unreasonably interfere with the enjoyment of the Condominium Property by Unit owners.

#### 14. COMPLIANCE AND DEFAULT.

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

##### 14.1 Negligence.

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

#### 14.2 Compliance.

In the event a Unit Owner or occupant fails to maintain a Unit or the Limited Common Elements appurtenant to the Unit, or fails to cause such Unit or Limited Common Elements to be maintained, or fails to observe and perform all applicable provisions of the Declaration, the Bylaws, the Articles of Incorporation of the Association, applicable rules and regulations, the Declaration of Covenants, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association or the Master Association, in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to sue in a court of law for damages, to suspend voting rights in Association matters or use rights in recreational facilities, to assess the Unit Owner and the Unit for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance and to collect such sums as Assessments and have a lien therefor as elsewhere provided. In addition, the Association shall have the right, for itself and its employees and agents, to enter the Unit and perform the necessary work to enforce compliance with the above provisions (by force, if necessary), without having committed a trespass or incurred any other liability to the Unit Owner.

In addition to or instead of the above the Association shall have the right to levy fines against Unit Owners for any violation of the Declaration and/or any rules or regulations established by the Association. Any reference to a fine contained in this Declaration shall not be construed as a limitation, fines may be assessed for the violation of any provision herein.

In addition, the Master Association shall have the right to enforce all the provisions herein in accordance with this section and its rights under the Master Association documents.

#### 14.3 Costs and Attorney's Fees.

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

#### 14.4 No Waiver of Rights.

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

#### 15. ASSESSMENTS: LIABILITY AND DETERMINATION.

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

#### 15.1 Liability for Assessments.

Assessments by the Association against each Unit Owner and his Unit shall be computed by dividing the total budget for the Condominium by each Unit's fractional percentage of the total assessments as is set forth in the Schedule annexed hereto and made a part hereof as Exhibit "B."

Should the Association become the owner of any Unit(s), the assessment which would otherwise be due and payable to the Association by the owner(s) of such Unit(s), reduced by an amount of income which may be derived from the leasing of such Unit(s) by the Association, shall be apportioned and the assessment therefor levied ratably among the owners of all Units which are not owned by the Association, based upon their proportionate interests in the Common Elements exclusive of the interests therein appurtenant to any Unit or Units owned by the Association.

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

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

#### 15.2 Time for Payment.

The assessment levied against the owner of each Unit and his Unit shall be payable in annual, quarterly, monthly, or such other installments and at such time as shall from time to time be fixed by the Board. The date of commencement of the assessments against each Unit shall be established by the Board.

#### 15.3 Annual Budget.

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

#### 15.4 Reserve Fund.

The Board, in establishing each Annual Budget, shall include therein a sum to be collected and maintained as a reserve fund for the capital expenditures, deferred main-

tenance and replacement of Common Elements and personal property held for the joint use and benefit of the Unit Owners. The amount to be reserved shall be determined by the Board of Directors or as may be required under the provisions of the Condominium Act and may be deleted by a vote of the statutory requisite percentage of Unit Owners.

#### 15.5 General Operating Reserve.

The Board, when establishing each Annual Budget, may, when deemed necessary or desirable, include therein a sum to be collected and maintained as a general operating reserve to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by owners of Units, as a result of emergencies or for other reason placing financial stress upon the Association. The annual amount allocated to such operating reserve and collected therefor shall not exceed five percent (5%) of the current annual assessment levied against the owners of all Units. Upon accrual in the operating reserve of an amount equal to but not exceeding twenty-five percent (25%) of the current annual assessment, no further payments shall be collected from the Unit Owners as a contribution to such operating reserve, unless it shall be reduced below the twenty-five percent (25%) level, in which event, the annual assessment against each Unit Owner and/or Unit shall be increased to restore the operating reserve to an amount which will equal but not exceed twenty-five percent (25%) of the current annual amount of said assessment.

#### 15.6 Use of Association Funds.

All moneys and assessments collected by the Association shall be treated as the separate property of the Association, and such moneys may be applied by the Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles, and Bylaws. As the moneys for Assessments are paid to the Association by any Unit Owner, the same may be co-mingled with moneys paid to the Association by the other owners of Units. Although all funds and other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of Common Elements, including, without limitation, Common Surplus, shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein except as an appurtenance to his Unit.

#### 15.7 Delinquency or Default.

The payment of any assessment or installment thereof due to the Association shall be in default if not paid to the Association on or before the due date thereof. If any assessment or installment is not paid by the due date, the Owner and the Unit shall be assessed an automatic fine of fifteen dollars (\$15) if not paid within 10 days of the due date or a fine of twenty-five dollars (\$25) if not paid within 30 days of the due date. In addition to those sums, assessments and installments thereof not paid within thirty (30) days from the date they are due shall bear interest at the highest lawful rate from the 30th day from due date until paid.

#### 15.8 Special Assessments for Improvements and Additions.

In addition to the regular annual assessment authorized by Section 15.1 hereof, the Board of Directors may levy special assessments for the following purposes:



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a. Construction or reconstruction, repair or replacement of capital improvements upon the Condominium Property including the necessary fixtures, landscaping and personal property related thereto;

b. for additions to the Condominium Property.

c. to provide for the necessary facilities and equipment to offer the services authorized herein;

d. to repay any loan made to the Association to enable it to perform the duties and functions authorized herein whether such loan shall be made in the year of such assessment or any prior year; and

e. against specified Units for the payments of fines or expenses incurred due to the failure of Owners to properly maintain their Units.

Before being charged special assessments (except those described in subparagraph (c)) such special assessment must have received the consent of a majority of the votes of each class of members of the Association who are voting in person or by proxy at a meeting duly called for this purpose; provided however, that there shall be no limitation upon a special assessment levied for the purpose of emergency repairs required as a result of storm, fire or natural disaster or other casualty loss or major rehabilitation or repair which may be necessary in the sole discretion of the Board of Directors, and such decision of the Board shall be sufficient to levy such an assessment. The proportion of each special assessment to be paid by the members hereof shall be equal to their respective proportions of the regular annual assessments made for the year during which such special assessments are approved by the members. The special assessments described in subparagraph (c) shall be approved by the majority of the Board after giving written notice to the Unit Owner of the basis of such special assessment and the Board's intent to assess the Unit and the Unit Owner.

#### 16. ASSESSMENTS: LIEN AND ENFORCEMENT.

##### 16.1 Lien for Assessment.

The Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in Common Elements or Limited Common Elements together with all personal property located within the Unit, subordinate to prior bona fide liens of record, which lien shall and does secure the moneys due for all: (1) assessments levied against the owner(s) of and each Unit, including maintenance fees, and (2) fines, if any, which may become due on delinquent assessments owing to the Association, and (3) costs and expenses, including a reasonable attorney's fee, filing fees and court costs which may be incurred by the Association in collecting and enforcing its lien upon the Unit and its appurtenances. The lien granted to the Association may be established and foreclosed in the Circuit Court in and for the County. Any such enforcement shall be in accordance with the requirements of the Act.

In any suit for the foreclosure of the lien, the Association shall be entitled to rental from the owner of any Unit from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a Receiver for the Unit. The rental required to be paid shall be equal to the rental charged on comparable types of Units in the County. The lien of the Association shall also secure all advances for taxes, and payments on account of superior mortgages, liens or encumbrances made by the Association to preserve and protect its lien, together with interest at the highest rate permitted by law on all such advances made for such purpose.

16.2 Recording and Priority of Lien.

The lien of the Association shall be effective from and after recording, in the public records of the County, a claim of lien stating the description of the Unit encumbered thereby, the name of the record owner, the amount and the date when due, and shall continue in effect until all sums secured thereby shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record at the expense of the Unit Owner. The lien of the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording the Association's claim of lien, except that the lien of the Association for tax or special assessment advances made by the Association where any taxing authority having jurisdiction levies any tax or special assessment against the Condominium as an entirety instead of levying the same against each Unit and its appurtenant undivided interests in Common Elements, shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to the Association's claim of lien therefor, and the Association's claim of lien for collection of such portion of any tax or special assessment shall specifically designate that the same secures an assessment levied pursuant to this Declaration.

16.3 Effect of Foreclosure or Judicial Sale.

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

16.4 Effect of Voluntary Transfer.

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

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

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

#### 16.5 No Election of Remedies.

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

#### 16.6 Developer's Liability for Assessment.

The Developer shall be excused from the payment of the share of the Common Expenses relating to Units it owns for a period of time beginning with the recording of this Declaration and ending no later than the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit in each phase occurs. However, the Developer must pay the portion of Common Expenses incurred during that period which exceeds the amount assessed against other Unit Owners.

#### 16.7 Possession of Unit.

Any person who acquires an interest in a Unit, (except Institutional Mortgagees) through foreclosure or a first mortgage of record (or deed in lieu thereof) including, without limitation, persons acquiring title by operation of law, shall not be entitled to occupancy of the Unit nor enjoyment of the Common Elements, until such time as all unpaid assessments and other charges due and owing by the former Owner if any, have been paid.

#### 17. REGISTRY OF OWNERS AND MORTGAGEES.

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

18. TERMINATION.

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

18.1 Destruction.

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

18.2 Agreement.

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

(a) Exercise of Option.

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

(b) Price.

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

(c) Payment.

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

(d) Closing.

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

### 18.3 Certificate.

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

### 18.4 Shares of Owners After Termination.

After termination of the Condominium the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to the termination as set forth in Exhibit "A" hereto.

### 18.5 Amendment.

This Article cannot be amended without consent of all Unit Owners and of all owners of mortgages required to approve termination by agreement.

## 19. CONDEMNATION.

### 19.1 General.

Whenever all or any part of the Condominium Property shall be taken by any authority having the power of condemnation or eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited by law. The award made for such taking shall be payable to the Association if such award amounts to less than One Hundred Thousand Dollars (\$100,000.00) and to the Insurance Trustee if such award amounts to One Hundred Thousand Dollars (\$100,000.00) or more. Unless otherwise provided by law at the time of such taking, any award made therefor shall be disbursed by the Association or the Insurance Trustee, as the case may be, as hereinafter provided in this Article.

### 19.2 Units.

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

## 20. RIGHTS OF INSTITUTIONAL MORTGAGEES.

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

20.1 Mortgagee's Right to Information.

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(a) To be furnished with at least one (1) copy of the Annual Financial Statement and Report of the Association.

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

(c) To be given notice of default (if such default remains uncured for 30 or more days) by any member owning any Unit encumbered by a mortgage held by such mortgagee, such notice to be given in writing and to be sent to the principal office of such mortgagee or to the place which it or they may designate in writing to the Association.

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

(e) To examine the books and records of the Association upon reasonable notice during ordinary working hours.

(f) To obtain current copies of the Declaration, By-Laws and other rules concerning the project.

(g) To obtain written notice of any condemnation loss, eminent domain procedures or any casualty loss which affects a material portion of the Condominium or any Unit upon which such Mortgagee has a first mortgage.

(h) To obtain notice of any lapse, cancellation or material modification of any fidelity bond maintained by the Association.

20.2 Mortgagee's Rights to Consent. Except as shall be elsewhere provided herein, unless Institutional Mortgagees having loans secured by Units to which 75% of the Common Elements are appurtenant have given their prior written approval, the Association shall not be entitled to:

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

(b) change the method of determining the obligations, assessments, dues or other charges which may be assessed against any Units by the Association;

(c) by act or omission change, waive or abandon the regulations or enforcement thereof contained in this Declaration pertaining to the architectural design or the exterior appearance of Units, the maintenance of party walls or common fences and driveways, or the upkeep of walls and planting on the properties;

20.3 Mortgagee's Right to Make Payments. In the event the Association fails to pay, when due, taxes assessed against the Common Elements or premiums of insurance covering the improvements on the Common Elements, then any one or more of the Institutional Mortgagees may pay such taxes or insurance premiums, and the Association shall be obligated to reimburse.

such Institutional Mortgagee or Mortgagees for such payments, and until paid, the same shall constitute a lien upon the Common Elements in favor of the party or parties, entity or entities, paying same, which lien may be enforced in a court of competent jurisdiction of the State of Florida in the same manner as a judgment lien may be enforced.

## 21. MASTER ASSOCIATION.

### 21.1 Powers of Master Association

The Master Association represents residents of the Village Green at Baymeadows community generally, including residents of this Condominium, and its members are those persons appointed or elected in accordance with the Articles of Incorporation and Bylaws of the Master Association. The Master Association, acting through its Board of Directors, shall have the powers, rights and duties with respect to the Condominium Property and with respect to the Village Green at Baymeadows community as set forth in this Article and as more particularly described in the Village Green at Baymeadows Declaration of Covenants and the Articles of Incorporation and Bylaws of the Master Association.

### 21.2 Master Association Assessments.

The Master Association shall be entitled to charge each Unit Owner an assessment for expenses incurred or to be incurred by the Master Association in fulfillment of its maintenance, operation and management responsibilities which shall include, to the extent such facilities may be made available, maintaining common roads and roadways, sidewalks, walking paths or trails, bicycle paths, transportation facilities throughout the Village Green at Baymeadows community, security and fire protection, including maintenance buildings, guardhouses, police equipment and fire fighting equipment and buildings used in maintenance functions, maintenance of lakes, playing fields, wildlife areas, fishing facilities, and other recreational facilities of any kind or nature serving the Village Green at Baymeadows community and for water irrigation and sewage facilities, lighting of roads, sidewalks and walking paths, garbage and trash collection, and disposal, insect and pest control for common properties, legal, accounting and other administrative expenses and such other costs and expenses and obligations to the extent the Master Association may deem necessary or desirable to perform any of the functions or services to be provided by for the common benefit of property owners in Village Green at Baymeadows.

The establishment, enforcement and collection of such assessments is more fully set forth in the Declaration of Covenants and Bylaws. The Master Association shall be entitled to collect such assessments through the Association, and shall have a lien right upon the individual Units to enforce collection of such assessments which shall also be enforced as the personal obligation of each Unit Owner.

### 21.3 Enforcement of Association Duties.

If for any reason the Association shall refuse to perform the obligations imposed on it hereunder, and under any other Condominium documents, including but not limited to its obligation to collect the Master Association assessments described in this Article, the Master Association shall be authorized to act for and upon behalf of the Association in such respect that the Association has refused or failed to act. Any expenses thereby incurred by the Master Association shall be reimbursed by the Association.

21.4 Amendments Affecting the Master Association. OFFICIAL RECORDS.

This Declaration shall not be amended in any manner so as to affect the rights of the Master Association without the written approval of the Master Association. Any such approval shall be evidenced by a recordable instrument executed by the Master Association.

21.5 Architectural Review and Maintenance.

Without the prior written consent of the Master Association or such architectural review committee as may be formed by the Master Association, no permanent improvements other than as set forth and shown in the exhibits to this Declaration which are visible from outside the Buildings shall be constructed on the Condominium Property and no substantial or material alterations of the exterior of any building or the topography of the Condominium Property shall be effected. Nothing shall be erected, constructed, planted or otherwise placed in such position subsequent to the initial construction of improvements of the Condominium Property by the Developer, so as to either create a hazard upon or block the vision of motorists upon any of the roadways adjacent to or near the Condominium Property. The Master Association shall also have the reasonable right of ingress and egress to the Condominium Property for the purpose of preserving, maintaining or improving the common roadways providing access to public roads, lakes or other similar areas (whether within or without the Condominium Property) although nothing stated herein shall require the Developer or the Master Association to maintain any such properties located within the Condominium Property.

21.6 Construction of Additional Common or Recreational Facilities.

The Developer intends to construct additional roadways and recreational facilities to serve additional Residential Dwelling Units (as defined in the Declaration of Covenants) which are constructed in the Village Green at Baymeadows Community. Upon completion of the facilities and their designation as Common Properties or Common Roads under the Declaration of Covenants, the facilities shall be conveyed to the Master Association. For the period of time when the Class B Member controls the Master Association, the additional expenses caused by the conveyance of the Common Properties or Common Roads shall not increase each Unit Owners' assessment 15% more than the prior year's assessment without approval of the Unit Owners as more fully described in the Bylaws of the Master Association. Any deficit in the operation of the Master Association caused by the additional maintenance fee for the additional Common Properties and Roads and the limitation on the increase of the annual assessments shall be paid by the Developer until the control of the Association is transferred to the Unit Owners.

22. PHASES 2, 3, 4 AND 5.22.1 Additional Land and Improvements.

Developer reserves the right, in its sole discretion, at any time from the date of recording of this Declaration in the public record of the County until December 31, 1989, to declare and submit additional lands and improvements located thereon to the condominium form of ownership under this Declaration. The additional land which may be submitted to the condominium form of ownership is described as Phases 2, 3, 4 and 5 on Exhibit A-1 attached hereto and made a part hereof.



Phase 2, 3, 4 or 5, if declared, will be submitted to condominium ownership as a part of the Condominium by recording in the public records of the County, an amendment to this Declaration executed and acknowledged only by the Developer, or its successors and assigns. Upon recordation of the amendment, the undivided shares of common elements and expenses shall be adjusted automatically in accordance with Exhibit B hereof.

In the event that the Developer determines to add or not to add Phase 2, 3, 4 and/or 5, the Developer shall give notice to the owners of the existing Units of the commencement of or the decision not to add any or all of the additional phases. The notice shall be sent by certified mail addressed to each Unit Owner at the address of his Unit or his last known address.

## 22.2 Graphic Depiction of Improvements for Phases 2, 3, 4 and 5.

If constructed, Phases 2, 3, 4 and 5 will consist of the following improvements:

Phase 2	Number of Units	Phase 3	Number of Units
Building 3	4	Building 5	6
Building 4	6	Building 6	8
Building 23	6	Building 7	5
Building 24	6	Total	19
Total	22		

Phase 4	Number of Units	Phase 5	Number of Units
Building 8	6	Building 19	6
Building 10	4	Building 20	4
Building 11	8	Building 21	6
Building 12	8	Building 22	6
Total	26	Total	22

For a graphic description of the Units, Unit types and the Buildings see Exhibit D-1 attached hereto and made a part hereof.

## 22.3 Changes in Ownership of Common Elements and Expenses.

Upon the addition of Phases 2, 3, 4 and/or 5, the share of ownership of Common Elements and Expenses will decrease. Upon the completion of Phase 1, each Unit Owner will have a 1/12th interest in the Common Elements and Expenses. If Phase 2, 3, 4 or 5 is added, each Unit Owner will then have a fractional share, the numerator of which will be "1" and the denominator will be the number of units subject to the Declaration plus the number of Units to be added. If all five phases are completed, each Unit Owner will have a 1/101st share of ownership of Common Elements and Expenses.

## 22.4 Additional Facilities.

Upon the Declaration of a subsequent phase, the Residential Buildings, landscaped areas, sidewalks and roadways contained within the respective subsequent phase as depicted in Exhibit C will be constructed. There are no additional recreational facilities for the condominium to be constructed in the event that subsequent phases are added.

## 22.5 Voting Rights.

In the event that Phases 2, 3, 4 or 5 are submitted to this Declaration, the owner of each Unit shall be entitled to membership in the Association. Each Unit Owner shall be

entitled to one vote in Association matters for a total, if all phases are completed, of 101 votes. If no further phases are added there will be 12 votes.

#### 22.6 Time Share Estates.

There will be no time share estates in subsequent phases.

#### 22.7 Indemnification.

Upon Developer's determination to construct a subsequent phase, Developer shall indemnify the existing Unit Owners and hold them harmless from any liens arising in connection with Developer's ownership and construction of improvements upon, the property being submitted to the Declaration. Developer further acknowledges that the construction of the subsequent phases shall not adversely affect the rights of Unit Owners (except as set forth herein) nor the priority of the first mortgages on Units in the existing Condominium. All taxes, assessments, mechanic's liens and other charges affecting the existing property covering any period prior to the addition of the subsequent phases shall be paid or otherwise satisfactorily provided for by the Developer.

If required, the Developer shall purchase, at its own cost and expense a liability insurance policy to cover any liability to which Unit Owners of previously sold units might be exposed. If purchased, the policy shall be issued "as owner's interest might appear".

#### 22.8 Proviso.

Nothing contained herein shall be deemed to require the Developer to submit any or all the property contained in Phases 2, 3, 4 or 5 or any portion thereof to condominium ownership under this Declaration nor to require that the Association be the entity responsible for its operation. The Developer reserves the right to add the phases in the order that the Developer in his sole discretion determines. Provided, however, that no phase will be added unless the roadway contained within the phase to be declared connects to the existing roadway so as to provide adequate ingress and egress to a publicly dedicated right of way.

Nothing contained herein either in this Declaration or any term or provision hereof shall constitute a defect, encumbrance, a lien upon the title of any portion of the property described in Exhibit A-1. This Declaration and the exhibits attached hereto are intended only to reserve certain rights to the Developer and its successors or assigns as the owner of such property.

#### 23. MISCELLANEOUS.

##### 23.1 Severability.

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

##### 23.2 Applicability of Declaration of Condominium.

All present or future owners, lessees, tenants, or any other person who might use the facilities of the Condominium Property in any manner, are subject to the provisions of this Declaration, and the mere acquisition or rental of any Unit, or mere act of occupancy of any Unit, shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.

**23.3 Construction.**

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

**23.4 Parties Bound.**

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

**24. VA/FHA APPROVAL.**

Notwithstanding the foregoing, the Developer expressly acknowledges that this Declaration of Condominium together with the Articles of Incorporation and Bylaws of the Association are subject to approval by the Veterans Administration and Federal Housing Administration. Therefore, so long as the Developer is in control of the Association, the Developer shall obtain Veterans Administration or Federal Housing Administration approval of any amendment, modification or change of any section or provision in this Declaration or the Articles or Bylaws of the Association and shall obtain the approval of the Veterans Administration and Federal Housing Administration prior to exercising any of the rights reserved to the Developer hereunder. In addition so long as the Developer has control of the Association, the following actions will require prior approval of the Veterans Administration or Federal Housing Administration: annexation of additional properties, dedication of common elements and amendments of this Declaration.

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

Signed, sealed and  
delivered in the  
presence of

RAYMEADOWS PROPERTIES, LTD.,  
A Florida Limited Partnership

By: SOUTHERN CONDOMINIUM  
DEVELOPERS, INC., Its  
General Partner

By: Sally A. Hall  
Its President  
Vice

DEVELOPER

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 5th day of July, 1984, by Sally A. Hall, Vice President of Southern Condominium Developers, Inc., general partner of Baymeadows Properties, Ltd., a Florida limited partnership, on behalf of the partnership.

Virginia R. Kirby  
Notary Public, State of Florida

My Commission Expires:

CONSENT AND JOINDER OF MORTGAGE OFFICIAL RECORDS.

Barnett Bank of Jacksonville ("Mortgagee") is the mortgagee under mortgage ("Mortgage") recorded in the public records of Duval County, Florida in Official Records Book 5606, at Page 524 as amended by that certain First Note and Mortgage Modification Agreement recorded in Official Records Volume 5718, page 1169, of the public records of Duval County, Florida. Mortgagee joins in this Declaration of Condominium of Village Green at Baymeadows Two, A Condominium dated July 27, 1984, to evidence its consent and joinder to the provisions hereof and its intent that its security interests be subordinated hereto. Mortgagee hereby agrees that such security interests are subordinate and inferior to this Declaration of Condominium.

Signed, sealed and delivered  
in the presence of:

Melinda J. Jensen

BARNETT BANK OF  
JACKSONVILLE, N. A.

By Robert M. Dart  
Vice President

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 11th day of July, 1984, by Robert M. Dart, Vice President of Barnett Bank of Jacksonville, N. A., a national banking association on behalf of the bank.

Melinda J. Jensen  
Notary Public, State of  
Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Dec 20, 1987

EXHIBIT A  
LEGAL DESCRIPTION  
OF PHASE I  
VILLAGE GREEN AT BAYMEADOWS  
INC., A CONDOMINIUM

VOL 5828 PG 729  
OFFICIAL RECORDS

A portion of Section 56, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeast corner of Section 14, said Township 3 South, Range 27 East; thence North 89°31'26" West, along the line dividing said Section 14 and Section 23, said Township 3 South, Range 27 East, 1491.61 feet; thence North 44°31'54" West, 353.57 feet, to the Westerly line of said Section 14; thence North 85°16'44" West, 127.20 feet; thence South 41°34'00" West, 742.94 feet; thence South 48°26'00" East, 145.00 feet; thence South 49°00'51" West, 56.47 feet; thence South 95°59'50" East, 75.00 feet; thence South 04°00'10" West, 62.65 feet, to the POINT OF BEGINNING; thence continue South 04°00'10" West, 117.35 feet; thence South 85°59'50" East, 134.73 feet, to the Northwest corner of those lands described as Golf Course Parcel Tract VII, as recorded in Official Records Volume 3060, Page 345, of the Current Public Records of said County; thence North 76°08'35" East, along the Northerly line of said lands, 163.42 feet; thence North 13°51'25" West, 79.02 feet; thence North 76°08'35" East, 4.67 feet; thence North 13°51'25" West, 48.00 feet; thence South 76°08'35" West, 14.70 feet; thence North 48°26'00" West, 114.50 feet, to an intersection with the arc of a curve leading Southwesterly; thence Southwesterly along and around the arc of a curve concave Southeast and having a radius of 363.89 feet, an arc distance of 12.00 feet, said arc being subtended by a chord bearing and distance of South 42°30'42" West, 12.40 feet; thence South 41°34'00" West, 62.60 feet; thence South 49°00'51" West, 60.40 feet, to the point of curvature of a curve to the right; thence Southwesterly along and around the arc of a curve concave Northwesterly and having a radius of 60.00 feet, an arc distance of 24.97 feet, said arc being subtended by a chord bearing and distance of South 60°56'05" West, 24.79 feet, to the point of compound curvature of a curve leading Westerly; thence Westerly along and around the arc of a curve concave Northerly and having a radius of 163.945 feet, an arc distance of 98.34 feet, said arc being subtended by a chord bearing and distance of North 89°57'35" West, 96.88 feet to the POINT OF BEGINNING.

Together with a nor exclusive perpetual easement for ingress and egress over the following described property:

PARCEL "E" (ACCESS EASEMENT)

A portion of Section 56, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeast corner of Section 14, said Township 3 South, Range 27 East; thence North 89°31'26" West, 1491.61 feet; thence North 44°31'54" West, 353.57 feet, to the Westerly line of said Section 14; thence North 85°16'44" West, 127.20 feet; thence South 41°34'00" West, 742.94 feet; thence South 48°26'00" East, 145.00 to the POINT OF BEGINNING; thence South 49°00'51" West, 56.47 feet to the intersection with an arc of curve leading Westerly; thence Westerly along and around the arc of a curve concave Northerly and having a radius of 163.94 feet, an arc distance of 76.73 feet, said arc being subtended by a chord bearing and distance of North 95°59'50" West, 75.00 feet, to a point on said curve; thence South 04°00'10" West, 62.65 feet, to an intersection with the arc of a curve leading Easterly; thence Easterly along and around the arc of a curve concave Northerly and having a radius of 163.945 feet, an arc distance of 98.34 feet, said arc being subtended by a chord bearing and distance of South 89°57'35" East, 96.88 feet, to the point of compound curvature of a curve leading Northeastly; thence Northeastly along and around the arc of a curve

concave Northwesterly and having a radius of 60.00 feet, an arc distance of 24.97 feet, said arc being subtended by a chord bearing and distance of North 60°56'05" East, 24.79 feet, to the point of tangency of said curve; thence North 49°00'51" East, 60.40 feet; thence North 41°34'00" East, 62.60 feet, to the point of curvature of a curve to the right; thence Northeasterly along and around the arc of a curve concave Southeasterly and having a radius of 363.39 feet, an arc distance of 102.78 feet, said arc being subtended by a chord bearing and distance of North 49°39'30" East, 102.44 feet to the point of tangency of said curve; thence North 57°45'00" East, 53.50 feet; thence North 32°15'00" West, 60.00 feet; thence South 57°45'00" West, 53.50 feet, to the point of curvature of a curve to the left; thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 423.39 feet, an arc distance of 119.73 feet, said arc being subtended by a chord bearing and distance of South 49°39'30" West, 119.33 feet, to the point of tangency of said curve; thence South 41°34'00" West, 58.72 feet, to the POINT OF BEGINNING.

Together with a non-exclusive easement for enjoyment over the following described property:

PARCEL "F" (RECREATION LAND)

A portion of Section 56, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeasterly corner of Section 14, said Township 3 South, Range 27 East; thence North 89°31'36" West, along the line dividing said Section 14 and Section 23, said Township 3 South, Range 27 East, 1491.61 feet; thence North 44°31'54" West, 331.57 feet, to the Westerly line of said Section 14; thence North 85°16'44" West, 127.20 feet; thence South 41°34'00" West, 613.94 feet to the POINT OF BEGINNING; thence continue South 41°34'00" West, 129.00 feet; thence South 48°26'00" East, 145.00 feet; thence North 41°34'00" East, 58.72 feet to the point of curvature of a curve to the right; thence Northeasterly along and around the arc of a curve concave Southeasterly and having a radius of 423.39 feet, an arc distance of 91.27 feet, said arc being subtended by a chord bearing and distance of North 47°44'06" East, 91.09 feet, to a point on said curve; thence North 48°26'00" West, 76.42 feet; thence South 41°34'00" West, 20.29 feet; thence North 48°26'00" West, 78.37 feet, to the POINT OF BEGINNING.

Subject to:

1. Village Green at Baymeadows Declaration of Covenants, Conditions and Restrictions recorded in Official Records Volume 5685, page 634 of the public records of Duval County, Florida *Supplemented by Supplemental Declaration recorded under Clerk No. 84-66297 of the public records of Duval County*
2. Easements, covenants and restrictions recorded in the public records of Duval County, Florida.

PARCEL "C"

A portion of Section 56, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeasterly corner of Section 14, said Township 3 South, Range 27 East; thence North 89°31'36" East, along the line dividing said Section 14 and Section 23, said Township 3 South, Range 27 East, 1491.61 feet; thence North 44°31'54" West, 353.57 feet; thence North 85°16'44" West, 127.20 feet; thence South 41°34'00" West, 742.94 feet; thence South 48°26'00" East, 145.00 feet; thence South 49°00'51" West, 56.47 feet, to an intersection with the arc of a curve leading Westerly; thence Westerly along and around the arc of a curve concave Northerly and having a radius of 103.945 feet, an arc distance of 76.73 feet, said arc being subtended by a chord bearing and distance of North 85°59'50" West, 75.00 feet, to a point on said curve; thence South 04°00'10" West, 180.00 feet; thence South 85°59'50" East, 184.73 feet, to the Northwesterly corner of those lands described as Golf Course Parcel Tract VII, and recorded in Official Records Volume 3060, Page 345, of the Current Public Records of said County; thence North 76°08'35" East, along last said line 168.42 feet to the POINT OF BEGINNING; thence continue North 76°08'35" East, along last said line, 149.42 feet; thence North 13°51'25" West, 143.79 feet; thence North 48°26'00" West, 162.05 feet; thence South 57°45'00" West, 53.50 feet, to the point of curvature of a curve to the left; thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 363.89 feet, an arc distance of 90.78 feet, said arc being subtended by a chord bearing and distance of South 50°36'12" West, 90.54 feet, to a point on said curve; thence South 48°26'00" East, 114.50 feet; thence North 76°08'35" East, 14.70 feet; thence South 13°51'25" East, 48.00 feet; thence South 76°08'35" West, 4.67 feet; thence South 13°51'25" East, 79.02 feet to the POINT OF BEGINNING.

Containing 0.92 acres, more or less.

PARCEL "D"

A portion of Section 56, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeasterly corner of Section 14, said Township 3 South, Range 27 East; thence North 89°31'36" West, along the line dividing said Sections 14 and 23, said Township 3 South, Range 27 East, 1491.61 feet; thence North 44°31'54" West, 353.57 feet to the Westerly line of said Section 14; thence North 85°16'44" West, 127.20 feet; thence South 41°34'00" West, 318.94 feet to the POINT OF BEGINNING; thence continue South 41°34'00" West, 295.00 feet; thence South 48°26'00" East, 78.37 feet; thence North 41°34'00" East, 20.29 feet; thence South 48°26'00" East, 76.42 feet, to an intersection with the arc of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve concave Southeasterly and having a radius of 423.89 feet, an arc distance of 28.46 feet, said arc being subtended by a chord bearing and distance of North 55°49'36" East, 28.45 feet; thence North 57°45'00" East, 53.50 feet, to the point of curvature of a curve to the left; thence Northeasterly along and around the arc of a curve concave Northwesterly and having a radius of 484.07 feet, an arc distance of 57.93 feet, said arc being subtended by a chord bearing and distance of North 54°19'18" East, 57.90 feet, to the point of tangency of said curve; thence North 50°53'35" East, 141.16 feet, thence North 48°26'00" West, 212.37 feet, to the POINT OF BEGINNING.

Containing 1.22 acres, more or less.

**VILLAGE GREEN AT BAYMEADOWS**

A CONDOMINIUM  
DUVAL COUNTY, FLORIDA

TWO

## EXHIBIT B

FRACTIONAL SHARES OF COMMON ELEMENTS  
AND COMMON EXPENSES

Ownership of the common elements and obligation to pay the common expenses are equally divided between all units in the Condominium. Therefore, upon completion of the first phase, the fractional shares assigned to the Units shall be as follows:

Units	2011 - 2016	1/12
	2021 - 2026	1/12

As more fully described in Article 22 of the Declaration, this is a phased Condominium. Upon the submission of each additional phase to the Declaration, the fractional share assigned to each Unit shall be automatically changed to a fraction, the numerator of which is "1" and the denominator of which is the total number of units which are subject to the Declaration.

For example, if all phases are constructed in their numerical order, the fractional shares upon the completion of each phase would be as follows:

## Phases 1 and 2

Units	2011 - 2016	1/34
	2021 - 2026	1/34
	2031 - 2034	1/34
	2041 - 2046	1/34
	2231 - 2236	1/34
	2241 - 2246	1/34

## Phases 1, 2, 3 and 4

Units	2011 - 2016	1/79
	2021 - 2026	1/79
	2031 - 2034	1/79
	2041 - 2046	1/79
	2231 - 2236	1/79
	2241 - 2246	1/79
	2041 - 2046	1/79
	2051 - 2056	1/79
	2061 - 2068	1/79
	2071 - 2075	1/79
	2081 - 2085	1/79
	2101 - 2106	1/79
	2111 - 2118	1/79
	2121 - 2128	1/79

## Phases 1, 2 and 3

Units	2011 - 2016	1/53
	2021 - 2026	1/53
	2031 - 2034	1/53
	2041 - 2046	1/53
	2231 - 2236	1/53
	2241 - 2246	1/53
	2051 - 2056	1/53
	2061 - 2068	1/53
	2071 - 2075	1/53

## Phases 1, 2, 3, 4 and 5

Units	2011 - 2016	1/101
	2021 - 2026	1/101
	2031 - 2034	1/101
	2041 - 2046	1/101
	2231 - 2236	1/101
	2241 - 2246	1/101
	2051 - 2056	1/101
	2061 - 2068	1/101
	2071 - 2075	1/101
	2081 - 2086	1/101
	2101 - 2106	1/101
	2111 - 2118	1/101
	2121 - 2128	1/101
	2191 - 2196	1/101
	2211 - 2216	1/101
	2221 - 2226	1/101
	2201 - 2204	1/101



PHASE 1  
PARCEL "C"

A portion of Section 56, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeasterly corner of Section 14, said Township 3 South, Range 27 East; thence North 39°31'36" West, along the line dividing said Section 14 and Section 23, said Township 3 South, Range 27 East, 1491.61 feet; thence North 44°11'54" West, 353.57 feet, to the Westerly line of said Section 14; thence North 85°16'44" West, 127.20 feet; thence South 41°34'00" West, 742.94 feet; thence South 48°26'00" East, 145.00 feet; thence South 49°00'51" West, 56.47 feet; thence South 85°59'50" East, 75.00 feet; thence South 04°00'10" West, 62.65 feet, to the POINT OF BEGINNING; thence continue South 04°00'10" West, 117.35 feet; thence South 85°59'50" East, 184.73 feet, to the Northwesterly corner of those lands described as Golf Course Parcel Tract VII, as recorded in Official Records Volume 1060, Page 345, of the Current Public Records of said County; thence North 76°08'35" East, along the Northerly line of said lands, 168.42 feet; thence North 13°51'25" West, 79.02 feet; thence North 75°08'35" East, 4.67 feet; thence North 13°51'25" West, 48.00 feet; thence South 76°08'35" West, 14.70 feet; thence North 48°26'00" West, 114.50 feet, to an intersection with the arc of a curve leading Southwesterly; thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 363.89 feet, an arc distance of 12.00 feet, said arc being subtended by a chord bearing and distance of South 42°30'42" West, 12.00 feet; thence South 41°34'00" West, 62.60 feet; thence South 49°00'51" West, 60.40 feet, to the point of curvature of a curve to the right; thence Southwesterly along and around the arc of a curve concave Northwesterly and having a radius of 60.00 feet, an arc distance of 24.97 feet, said arc being subtended by a chord bearing and distance of South 60°56'05" West, 24.79 feet, to the point of compound curvature of a curve leading Westerly; thence Westerly along and around the arc of a curve concave Northerly and having a radius of 163.945 feet, an arc distance of 99.34 feet, said arc being subtended by a chord bearing and distance of North 80°57'35" West, 96.88 feet to the POINT OF BEGINNING.

Containing 1.17 acres, more or less.

VILLAGE GREEN AT BAYMEADOWS

1 CONDOMINIUM  
DUVAL COUNTY, FLORIDA

TWO

Together with a non-exclusive perpetual easement for ingress and egress over the following described property.

VOL 5828 PG 734

PARCEL "E" (ACCESS EASEMENT)

OFFICIAL RECORDS

A portion of Section 36, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeastern corner of Section 14, said Township 3 South, Range 27 East; thence North 39°31'36" West, 1491.61 feet; thence North 44°31'54" West, 353.57 feet, to the Westerly line of said Section 14; thence North 85°16'44" West, 127.20 feet; thence South 41°34'00" West, 742.94 feet; thence South 43°26'00" East, 145.00 to the POINT OF BEGINNING; thence South 49°00'51" West, 56.47 feet to the intersection with an arc of curve leading Westerly; thence Westerly along and around the arc of a curve concave Northerly and having a radius of 103.945 feet, an arc distance of 76.73 feet, said arc being subtended by a chord bearing and distance of North 85°59'50" West, 75.00 feet, to a point on said curve; thence South 04°00'10" West, 62.65 feet, to an intersection with the arc of a curve leading Easterly; thence Easterly along and around the arc of a curve concave Northerly and having a radius of 163.945 feet, an arc distance of 98.34 feet, said arc being subtended by a chord bearing and distance of South 99°57'35" East, 96.88 feet, to the point of compound curvature of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve concave Northwesterly and having a radius of 60.00 feet, an arc distance of 24.97 feet, said arc being subtended by a chord bearing and distance of North 60°56'05" East, 24.79 feet, to the point of tangency of said curve; thence North 49°00'51" East, 60.40 feet; thence North 41°11'00" East, 62.60 feet, to the point of curvature of a curve to the right; thence Northeasterly along and around the arc of a curve concave Southeasterly and having a radius of 363.89 feet, an arc distance of 102.78 feet, said arc being subtended by a chord bearing and distance of North 49°39'30" East, 102.44 feet to the point of tangency of said curve; thence North 57°45'00" East, 53.50 feet; thence North 32°15'00" West, 60.00 feet; thence South 57°45'00" West, 53.50 feet, to the point of curvature of a curve to the left; thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 423.89 feet, an arc distance of 119.73 feet, said arc being subtended by a chord bearing and distance of South 49°39'30" West, 119.33 feet, to the point of tangency of said curve; thence South 41°34'00" West, 58.72 feet, to the POINT OF BEGINNING.

Containing 0.53 acres, more or less.

VILLAGE GREEN AT BAYMEADOWS

A CONDOMINIUM  
DUVAL COUNTY, FLORIDA

WU

Together with a non-exclusive easement for enjoyment over the following described property.

PARCEL "F" (RECREATION LAND)

A portion of Section 56, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeastern corner of Section 14, said Township 3 South, Range 27 East; thence North 89°31'36" West, along the line dividing said Section 14 and Section 23, said Township 3 South, Range 27 East, 1491.61 feet; thence North 44°31'54" West, 353.57 feet, to the Westerly line of said Section 14; thence North 85°16'44" West, 127.20 feet; thence South 41°34'00" West, 613.94 feet to the POINT OF BEGINNING; thence continue South 41°34'00" West, 129.00 feet; thence South 48°25'00" East, 145.00 feet; thence North 41°34'00" East, 58.72 feet to the point of curvature of a curve to the right; thence Northeasterly along and around the arc of a curve concave Southeasterly and having a radius of 423.89 feet, an arc distance of 91.27 feet, said arc being subtended by a chord bearing and distance of North 47°44'06" East, 91.09 feet, to a point on said curve; thence North 48°26'00" West, 76.42 feet; thence South 41°34'00" West, 20.29 feet; thence North 48°26'00" West, 78.17 feet, to the POINT OF BEGINNING.

Containing 0.47 acres, more or less.

VILLAGE GREEN AT BAYMEADOWS

A CONDOMINIUM

PARCEL "C"

A portion of Section 56, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeasterly corner of Section 14, said Township 3 South, Range 27 East; thence North 89°31'36" East, along the line dividing said Section 14 and Section 23, said Township 3 South, Range 27 East, 1491.61 feet; thence North 44°31'54" West, 353.57 feet; thence North 35°16'44" West, 127.20 feet; thence South 41°34'00" West, 742.94 feet; thence South 43°26'00" East, 145.00 feet; thence South 49°00'51" West, 56.47 feet, to an intersection with the arc of a curve leading Westerly; thence Westerly along and around the arc of a curve concave Northerly and having a radius of 103.945 feet, an arc distance of 76.73 feet, said arc being subtended by a chord bearing and distance of North 35°59'50" West, 75.00 feet, to a point on said curve; thence South 04°00'10" West, 130.00 feet; thence South 35°59'50" East, 184.73 feet, to the Northwesterly corner of those lands described as Golf Course Parcel Tract VII, and recorded in Official Records Volume 3060, Page 145, of the Current Public Records of said County; thence North 76°08'35" East, along last said line 158.42 feet to the POINT OF BEGINNING; thence continue North 76°08'35" East, along last said line, 149.41 feet; thence North 13°51'25" West, 143.79 feet; thence North 48°26'00" West, 162.05 feet; thence South 57°45'00" West, 53.30 feet, to the point of curvature of a curve to the left; thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 163.39 feet, an arc distance of 90.78 feet, said arc being subtended by a chord bearing and distance of South 50°36'12" West, 90.54 feet, to a point on said curve; thence South 48°26'00" East, 114.50 feet; thence North 76°08'35" East, 14.70 feet; thence South 13°51'25" East, 48.00 feet; thence South 76°08'35" West, 4.67 feet; thence South 13°51'25" East, 79.02 feet to the POINT OF BEGINNING.

PARCEL "D"

A portion of Section 56, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeasterly corner of Section 14, said Township 3 South, Range 27 East; thence North 89°31'36" West, along the line dividing said Sections 14 and 23, said Township 3 South, Range 27 East, 1491.61 feet; thence North 44°31'54" West, 353.57 feet to the Westerly line of said Section 14; thence North 35°16'44" West, 127.20 feet; thence South 41°34'00" West, 742.94 feet to the POINT OF BEGINNING; thence continue South 41°34'00" West, 295.00 feet; thence South 43°26'00" East, 79.37 feet; thence North 41°34'00" East, 20.29 feet; thence South 48°26'00" East, 76.42 feet, to an intersection with the arc of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve concave Southeasterly and having a radius of 423.39 feet, an arc distance of 28.46 feet, said arc being subtended by a chord bearing and distance of North 55°49'36" East, 28.43 feet; thence North 37°45'00" East, 53.50 feet, to the point of curvature of a curve to the left; thence Northeasterly along and around the arc of a curve concave Northwesterly and having a radius of 484.07 feet, an arc distance of 57.93 feet, said arc being subtended by a chord bearing and distance of North 54°19'19" East, 57.90 feet, to the point of tangency of said curve; thence North 50°53'35" East, 141.15 feet; thence North 48°26'00" West, 212.37 feet, to the POINT OF BEGINNING.

PARCEL "M"

A portion of Sections 14, 23 and 56, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeasterly corner of said Section 14; thence North 89°31'36" West, along the line dividing said Sections 14 and 23, 1491.61 feet to the POINT OF BEGINNING; thence North 44°31'54" West, 353.57 feet, to the Westerly line of said Section 14; thence North 35°16'44" West, 127.20 feet; thence South 41°34'00" West, 742.94 feet; thence South 48°26'00" East, 212.37 feet; thence North 50°53'35" East, 139.13 feet; thence South 39°31'36" East, 220.56 feet, to the POINT OF BEGINNING.

PARCEL "K"

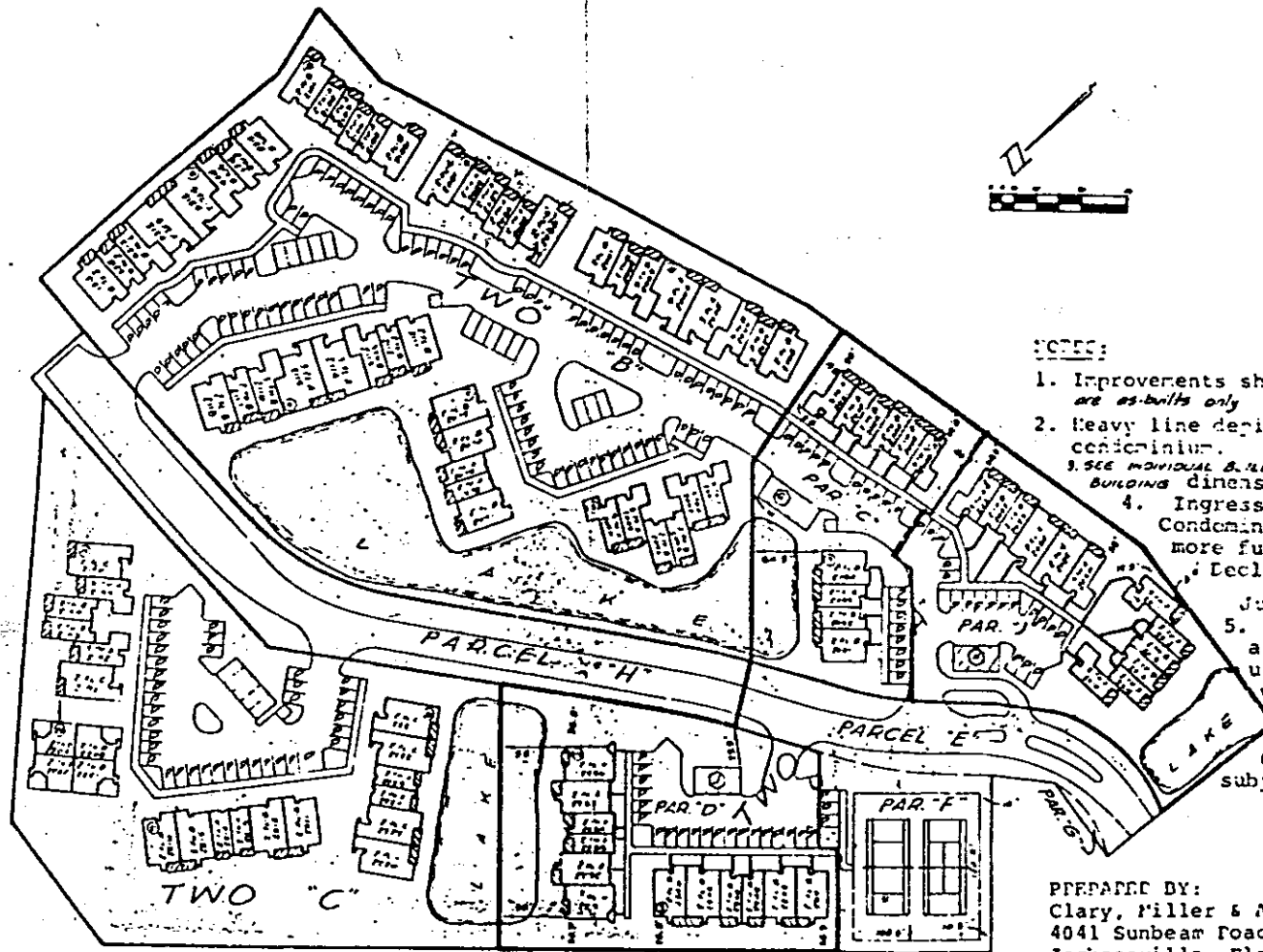
A portion of Sections 23 and 36, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeastern corner of Section 14, said Township 3 South, Range 27 East; thence North 89°31'36" West, along the line dividing said Sections 14 and 23, a distance of 1474.35 feet; thence South 00°28'24" West, 60.00 feet; thence North 89°31'36" West, 213.73 feet to the POINT OF BEGINNING, also being the point of curvature of a curve to the left; thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 172.58 feet, an arc distance of 119.22 feet, said arc being subtended by a chord bearing and distance of South 70°41'00" West, 116.36 feet; thence South 50°53'35" West, 246.65 feet to the point of curvature of a curve to the right; thence Southwesterly along and around the arc of a curve concave Northwesterly and having a radius of 544.07 feet, an arc distance of 65.11 feet, said arc being subtended by a chord bearing and distance of South 54°19'13" West, 65.07 feet; thence South 48°26'00" East, 162.05 feet; thence South 13°51'25" East, 143.79 feet; thence North 76°08'35" East, 31.44 feet; thence North 68°24'48" East, 205.00 feet; thence North 21°35'12" West, 120.00 feet; thence South 68°24'48" West, 30.00 feet; thence North 21°35'12" West, 44.50 feet; thence North 68°24'48" East, 40.00 feet; thence North 19°06'11" East, 34.37 feet; thence North 00°28'24" East, 160.00 feet to the POINT OF BEGINNING.

PARCEL "L"

A portion of Section 23, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeastern corner of Section 14, said Township 3 South, Range 27 East; thence North 89°31'36" West, along the line dividing said Sections 14 and 23, 1474.85 feet; thence South 00°28'24" West, 60.00 feet to the POINT OF BEGINNING; thence North 89°31'36" West, 213.73 feet; thence South 00°28'24" West, 160.00 feet; thence South 19°06'11" West, 34.37 feet; thence South 68°24'48" West, 40.00 feet; thence South 21°35'12" East, 44.50 feet; thence North 68°24'48" East, 30.00 feet; thence South 21°35'12" East, 120.00 feet; thence North 68°24'48" East, 205.65 feet; thence North 89°37'58" East, 80.00 feet; thence North 16°30'00" West, 69.84 feet; thence North 00°28'24" East, 250.95 feet; thence North 89°31'36" West, 62.01 feet to the POINT OF BEGINNING.

PARCEL "H" (ACCESS EASEMENT)

A portion of Section 23 and 36, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeastern corner of Section 14, said Township 3 South, Range 27 East; thence North 89°31'36" West, along the line dividing said Sections 14 and 23, 1474.85 feet to the POINT OF BEGINNING; thence South 00°28'24" West, 60.00 feet; thence North 89°31'36" West, 213.73 feet, to the point of curvature of a curve to the left; thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 172.58 feet, an arc distance of 119.22 feet, said arc being subtended by a chord bearing and distance of South 70°41'00" West, 116.36 feet to the point of tangency of said curve; thence South 50°53'35" West, 246.65 feet, to the point of curvature of a curve to the right; thence Southwesterly along and around the arc of a curve concave Northwesterly and having a radius of 544.07 feet, an arc distance of 65.11 feet, said arc being subtended by a chord bearing and distance of South 54°19'13" West, 65.07 feet to the point of tangency of said curve; thence North 21°35'12" West, along a radial line, 60.00 feet, to an intersection with the arc of a curve concave Northwesterly and having a radius of 484.07 feet, an arc distance of 57.93 feet, said arc being subtended by a chord bearing and distance of North 54°19'13" East, 57.90 feet to the point of tangency of said curve; thence North 50°53'35" East, 320.14 feet; thence South 89°31'36" East, 297.42 feet to the POINT OF BEGINNING.

**NOTES:**

1. Improvements shown in Phase Two-A are as-built only.
2. Heavy line depicts limits of condominium.
3. SEE INDIVIDUAL BUILDING PLANS FOR BUILDING dimensions.
4. Ingress and egress to the Condominium will be by easement more fully set forth in the Declaration.
- July 5, 1984
5. Numbered building are for residential use; [ ] denotes covered parking which are limited common elements; the remaining areas are common elements.
6. Only Phase 1 is subject to this Declaration.

PREPARED BY:  
Clary, Miller & Associates, Inc.  
4041 Sunbeam Road  
Jacksonville, Florida 32217  
904/733-1119

VILLAGE GREEN AT BAYMEADOWS TWO  
A CONDOMINIUM  
DUVAL COUNTY, FLORIDA

Vol 5828 pg 739

OFFICIAL RECORDS

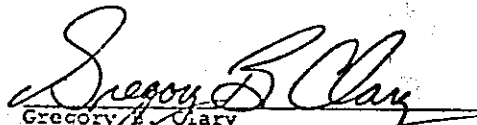
## VILLAGE GREEN AT BAYMEADOWS TWO A CONDOMINIUM

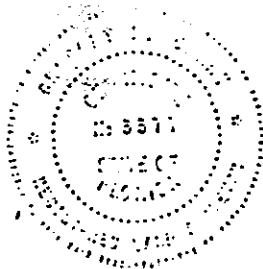
DUVAL COUNTY, FLORIDA.

### CERTIFICATION

This is to certify that, in accordance with the provisions of Section 718.104 (4)(e), Florida Statutes, that the construction of Buildings 1 and 2 and improvements described is substantially complete so that the material, together with the provisions of the Declaration of Condominium of Village Green At Baymeadows Two, A Condominium, describing the condominium property is an accurate representation of the location and dimensions of the improvements, and further that the identification, location and dimensions of the common elements and of each unit of said buildings can be determined from these materials.

Signed this 9 day of July A.D., 1984.

  
Gregory B. Clary  
Registered Land Surveyor No. 3377  
State of Florida



PREPARED BY:






Clary, Miller & Associates  
4041 Surbeam Road  
Jacksonville, Florida 32217  
904-733-8119

EXHIBIT C SHEET 8

# VILLAGE GREEN AT BAYMEADOWS TWO A CONDOMINIUM

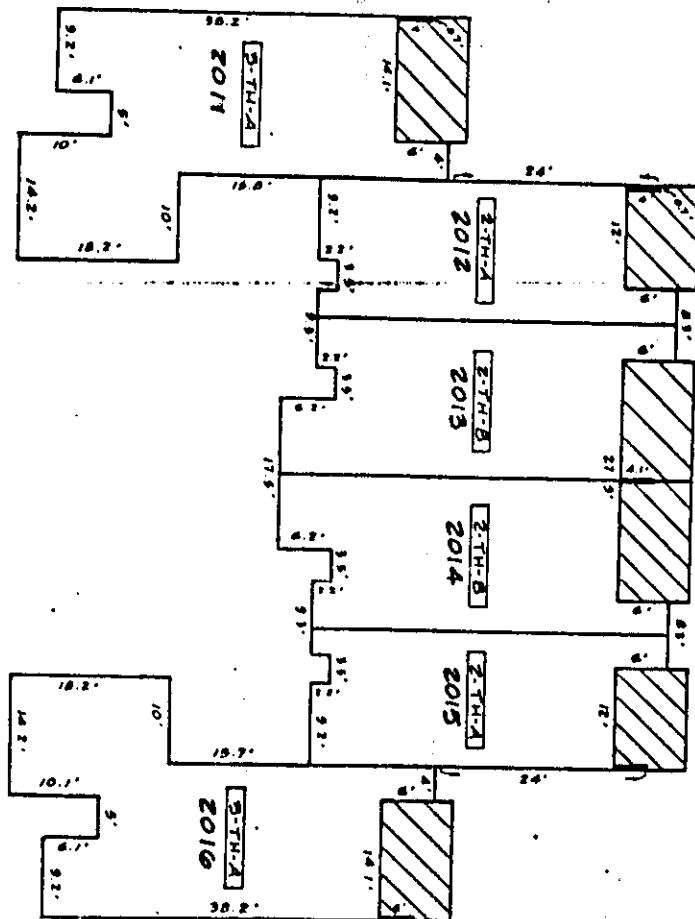
DUVAL COUNTY, FLORIDA.

## GENERAL NOTES

1. Improvements shown are proposed except for area designated as Parcel 2A which is As-built.
2. P-121 Denotes assigned parking.
3. P Denotes unassigned parking.
4.  Denotes limited common area.
5.  Denotes common area not a part of unit.
6. 2031 Denotes unit number.
7.  Denotes carport building.
8.  Denotes unit type.
9.  Denotes building number.
10. Those ceilings elevations referred to hereon are the elevation of a horizontal plane projected across the condominium unit; however, those condominiums having cathedral type ceilings, the space above this horizontal plane and below the underside of the finish surface of the vaulted ceiling is a part of the condominium unit.
11. Elevations shown herein referred to N.G.V.D, 1929.
12. The floor plans may be reversed depending upon the unit's placement in a specific building.
13. The typical fire walls shown in Exhibits D and D-1 are four hour walls. There is a 1½ hour fire wall between all units.
14. The square footages of the Unit Types shown on pages D-5 through D-8 are as follows:  
Doral - 1,220 square feet  
Turnberry - 1,430 square feet  
Greenbriar - 1,250 square feet  
La Costa - 1,050 square feet



DUNAL COUNTY, FLORIDA.



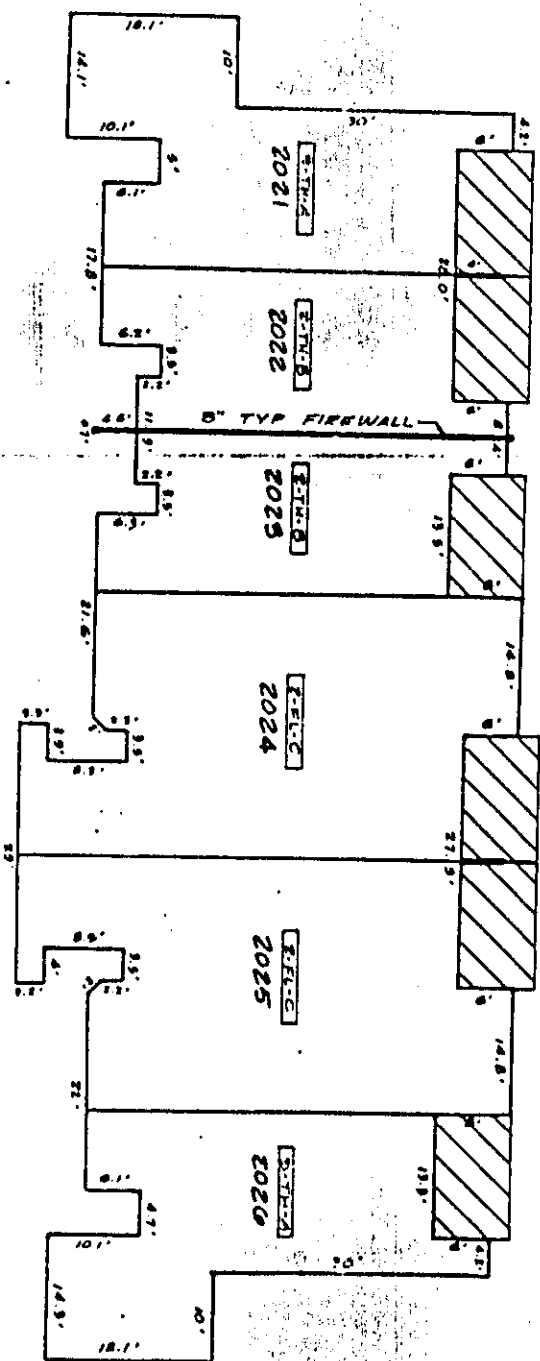
BUILDING PLAN N° 1



GRAPHIC SCALE  
IN FEET

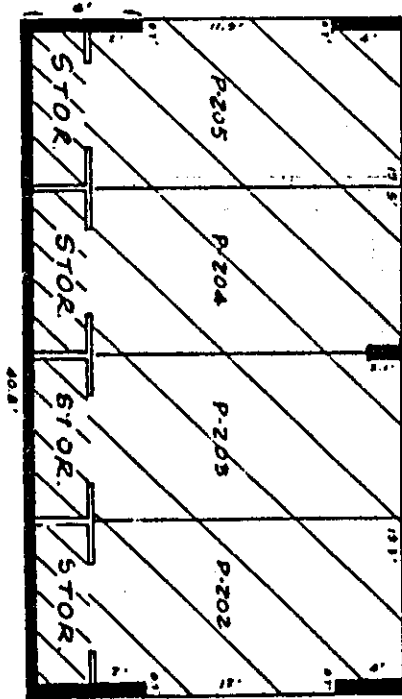
BUILDING PLAN № 2

EXHIBIT D SHEET 1

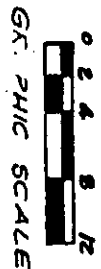


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GRAPHIC SCALE  
IN FEET

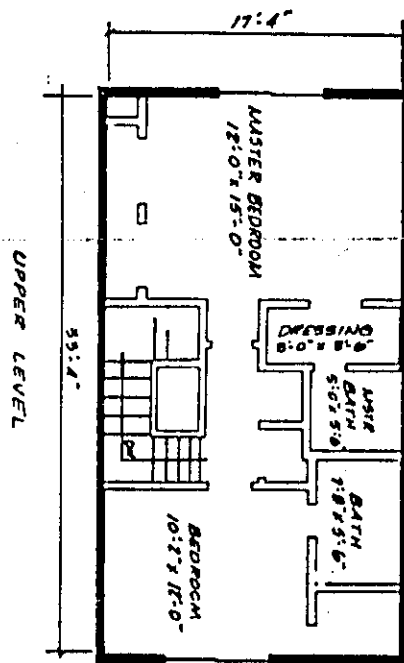
VILLAGE GREEN AT BAYMEADOWS TWO  
A CONDOMINIUM  
DUVAL COUNTY, FLORIDA.



FLOOR PLAN CARPORT BLDG. (H)

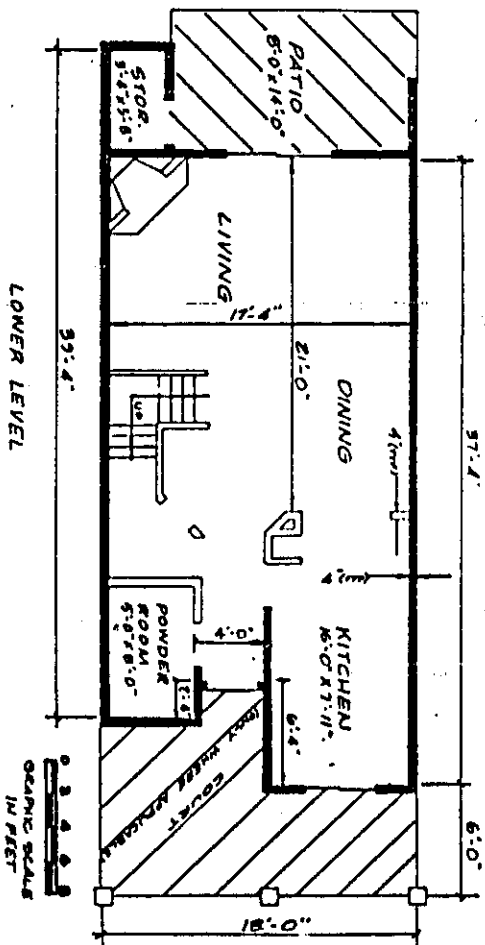


**VILLAGE GREEN AT BAYMEADOWS TWO**  
**A CONDOMINIUM**  
 DAVALL COUNTY, FLORIDA.

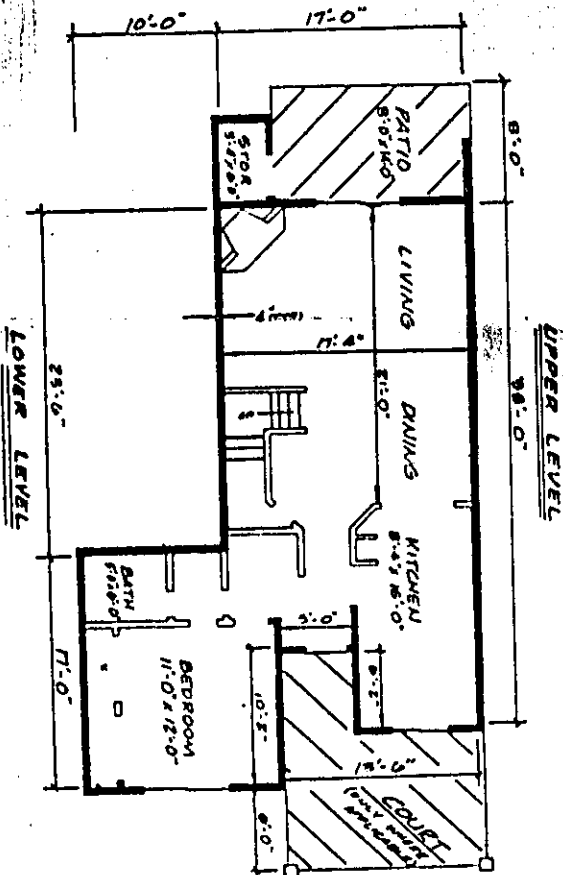
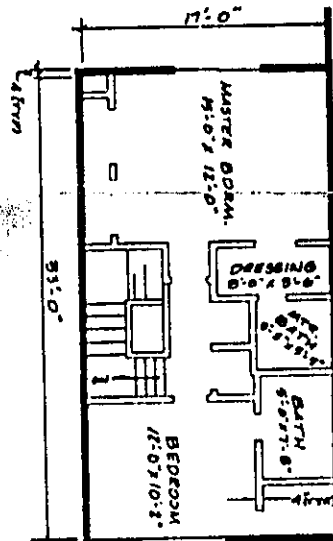


FLOOR PLAN UNIT 2TH

DORAL



VILLAGE GREEN AT BAYMEADOWS TWO  
A CONDOMINIUM  
DUAL COUNTY, FLORIDA



FLOOR PLAN UNIT 3-TH-1

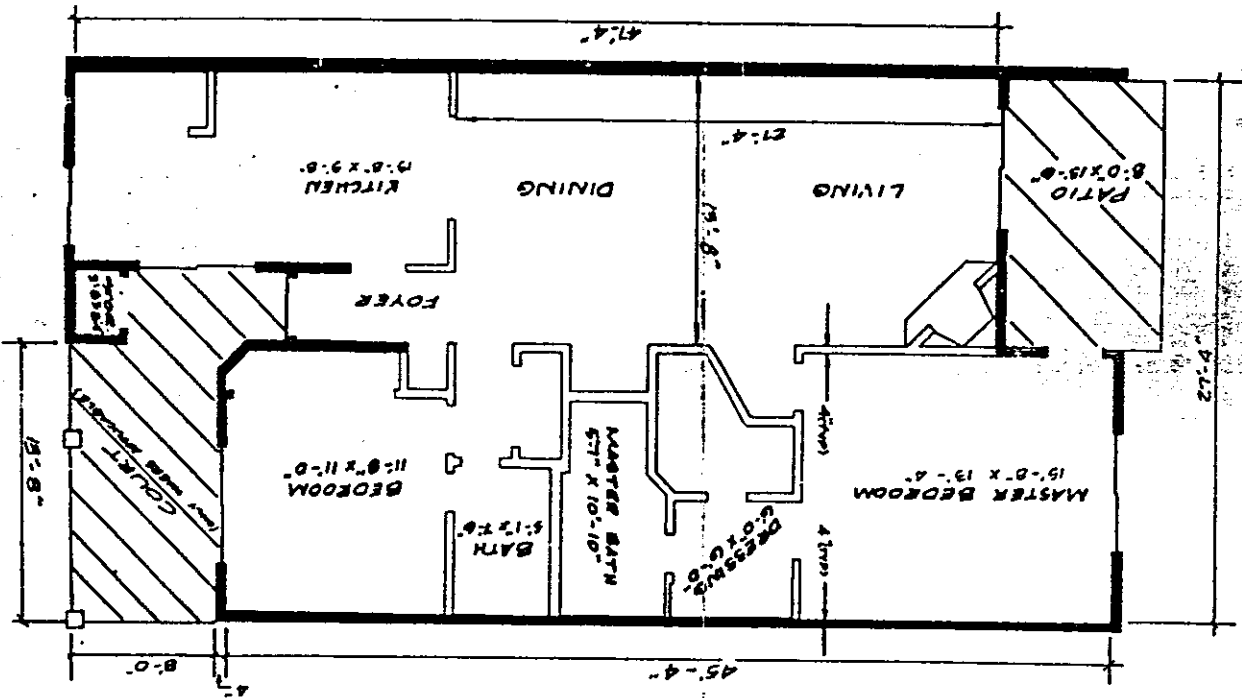
TURNBERRY

DRIVING SIDE  
N 100 FT

EXHIBIT D SHEET

VILLAGE GREEN AT BAYMEADOWS TWO  
A CONDOMINIUM  
DUVAL COUNTY, FLORIDA.

OFFICIAL RECORDS  
VOL. 5828 PG. 746



GRAPHIC SCALE  
0 1 2 3 4 5 6 7 8  
IN FEET

FLOOR PLAN UNIT 2-FL-C  
GREENBRIAR

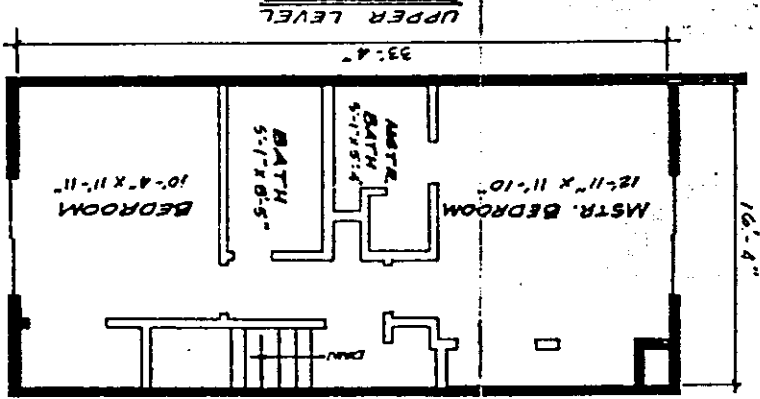
EXHIBIT D SHEET 1

# VILLAGE GREEN AT BAYMEADOWS TWO A CONDOMINIUM

DUAL COUNTY, FLORIDA.

OFFICIAL RECORDS -  
VOL 5828 PC 747

FLOOR PLAN UNIT 2-TH-A  
LA COSTA



LA COSTA

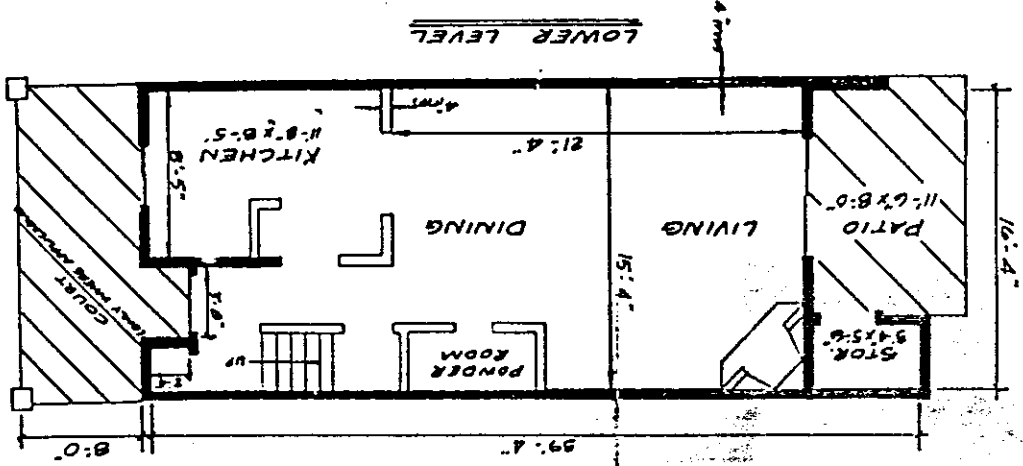


EXHIBIT D SHEET 8

VOL 5828 pg 748

OFFICIAL RECORDS

**VILLAGE GREEN AT BAYMEADOWS TWO  
A CONDOMINIUM**

DUVAL COUNTY, FLORIDA.







ELEVATIONAL TABULATIONUnit No.2011  
2012  
2013  
2014  
2015  
20162021  
2022  
2023  
2024  
2025  
20261st Floor24.68  
24.68  
24.68  
24.68  
24.68  
24.6824.48  
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33.89  
33.89Ceiling42.51  
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42.31  
42.31  
42.31  
42.31



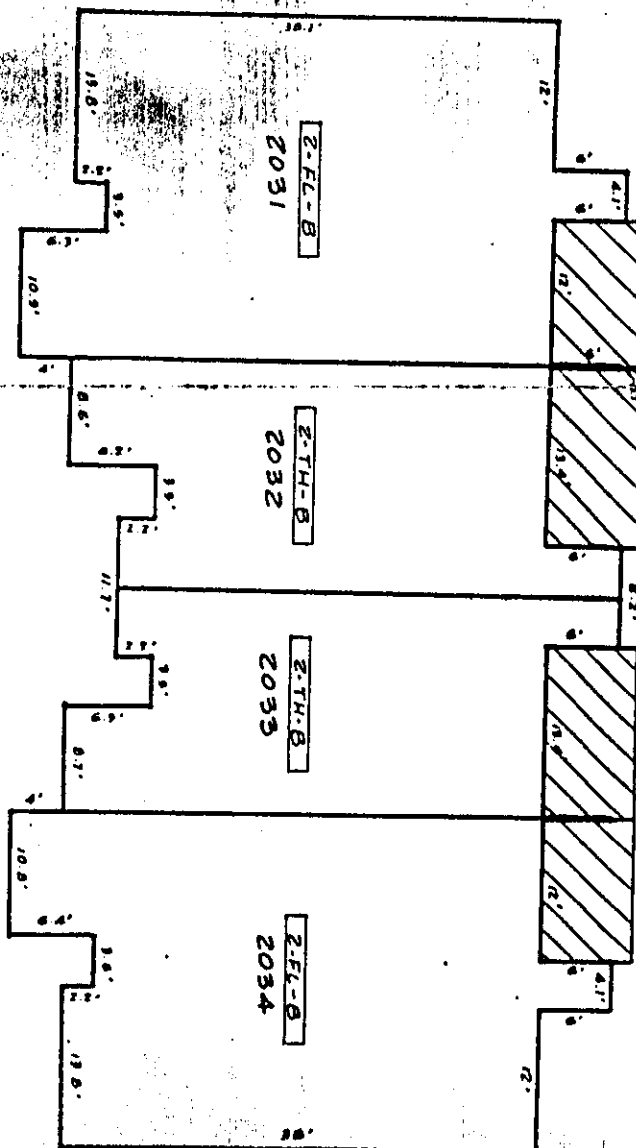
# VILLAGE GREEN AT BAYMEADOWS TWO A CONDOMINIUM

DUVAL COUNTY, FLORIDA.

## GENERAL NOTES

1. Improvements shown are proposed except for area designated as Parcel 2A which is As-built.
2. P-121 Denotes assigned parking.
3. P Denotes unassigned parking.
4.  Denotes limited common area.
5.  Denotes common area not a part of unit.
6. 2031  Denotes unit number.
7.  Denotes carport building.
8.  Denotes unit type.
9.  Denotes building number.
10. Those ceilings elevations referred to hereon are the elevation of a horizontal plane projected across the condominium unit; however, those condominiums having cathedral type ceilings, the space above this horizontal plane and below the underside of the finish surface of the vaulted ceiling is a part of the condominium unit.
11. Elevations shown herein referred to N.G.V.D, 1929.
12. The floor plans may be reversed depending upon the unit's placement in a specific building.
13. The typical fire walls shown in Exhibits D and D1 are four hour walls. There is a 1 1/2 hour fire wall between all units.
14. The square footage of the Unit Types shown on pages D1-9 through D1-13 are as follows:  
Muirfield - 1,100 square feet  
Oakmont - 1,032 square feet  
LaCosta - 1,050 square feet  
Spyglass - 1,096 square feet  
Turnberry - 1,430 square feet
15. Descriptions of Phase 3-5 will be contained in the amendments creating such phase.

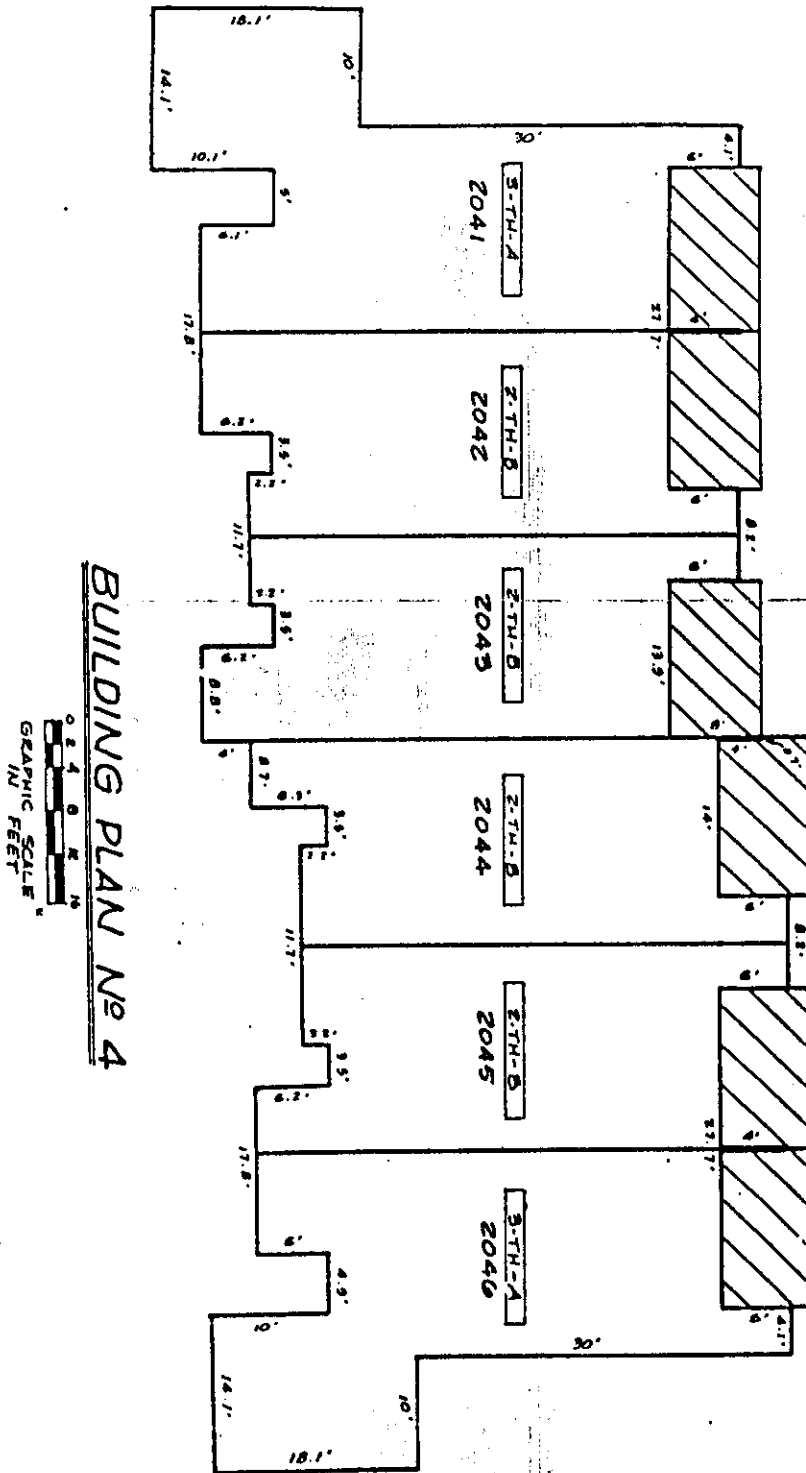
DUVAL COUNTY, FLORIDA.



BUILDING PLAN № 3



VILLAGE GREEN AT BAYMEADOWS TWO  
A CONDOMINIUM  
DUAL COUNTY, FLORIDA



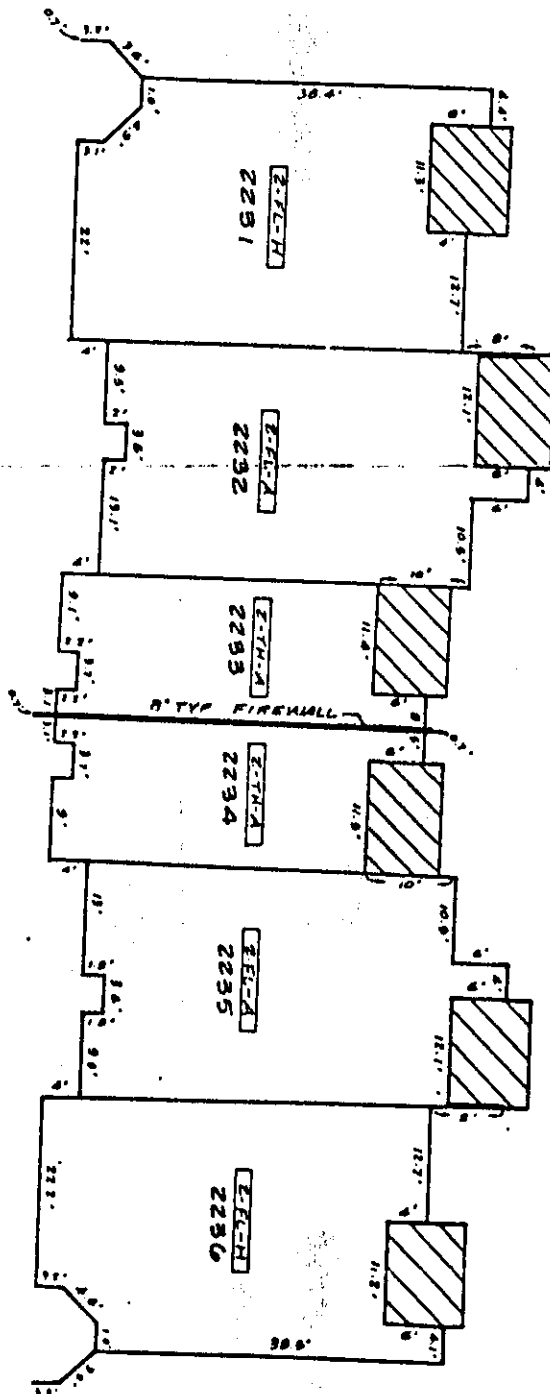
BUILDING PLAN No 4

GRAPHIC SCALE  
IN FEET

VOL 5828 PG 752

OFFICIAL RECORDS

VILLAGE GREEN AT BAYMEADOWS TWO  
A CONDOMINIUM  
DUVAL COUNTY, FLORIDA.

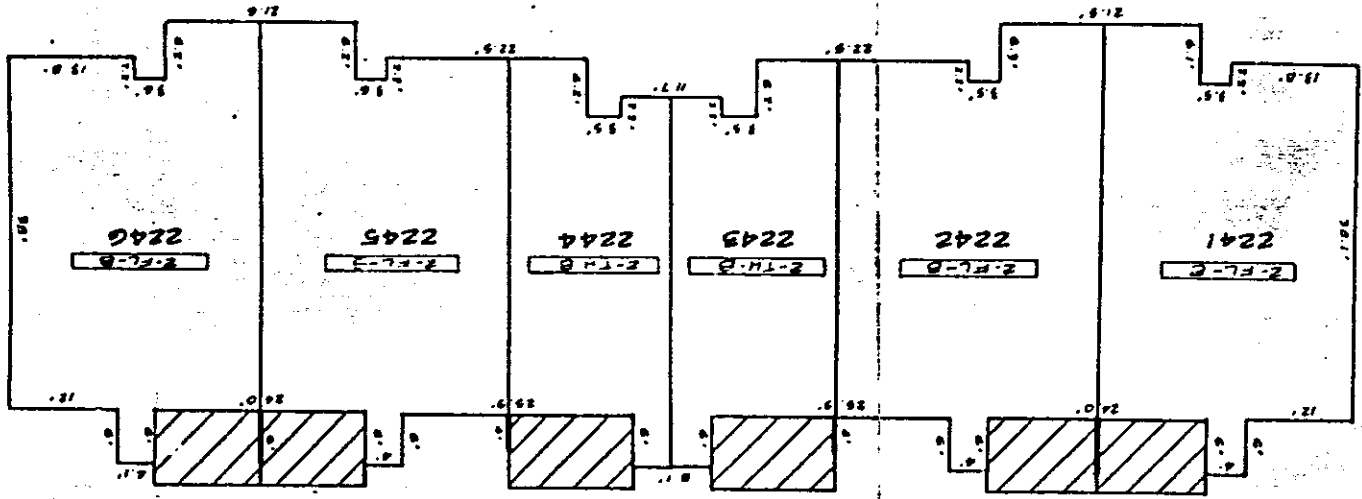


BUILDING PLAN No 23

GRAPHIC SCALE  
IN FEET

VOL 5828 pg 753  
OFFICIAL RECORDS

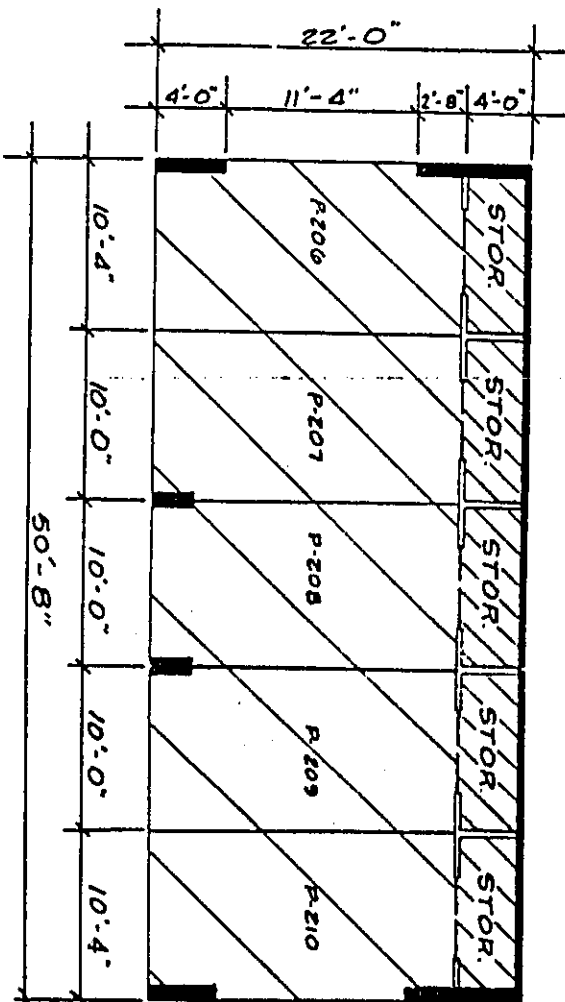
VILLAGE GREEN AT BAYMEADOWS TWO  
A CONDOMINIUM  
DUVAL COUNTY, FLORIDA.



BUILDING PLAN No 24  
GRAPHIC SCALE  
IN FEET



VILLAGE GREEN AT BAYMEADOWS TWO  
A CONDOMINIUM  
DUVAL COUNTY, FLORIDA

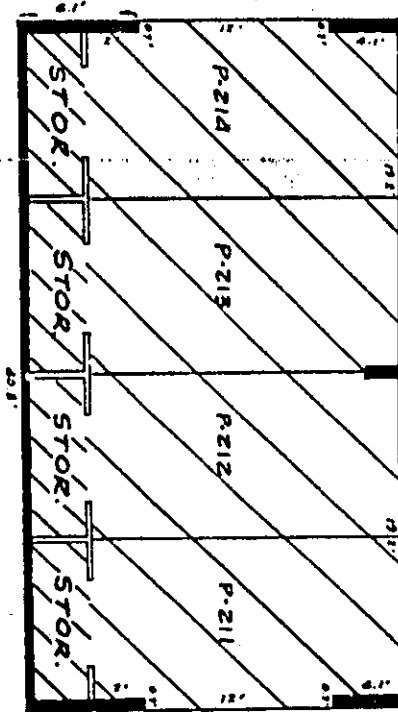


FLOOR PLAN CARPORT BLDG. (G)



REVISION

VILLAGE GREEN AT BAYMEADOWS TWO  
A CONDOMINIUM  
DUVAL COUNTY, FLORIDA.

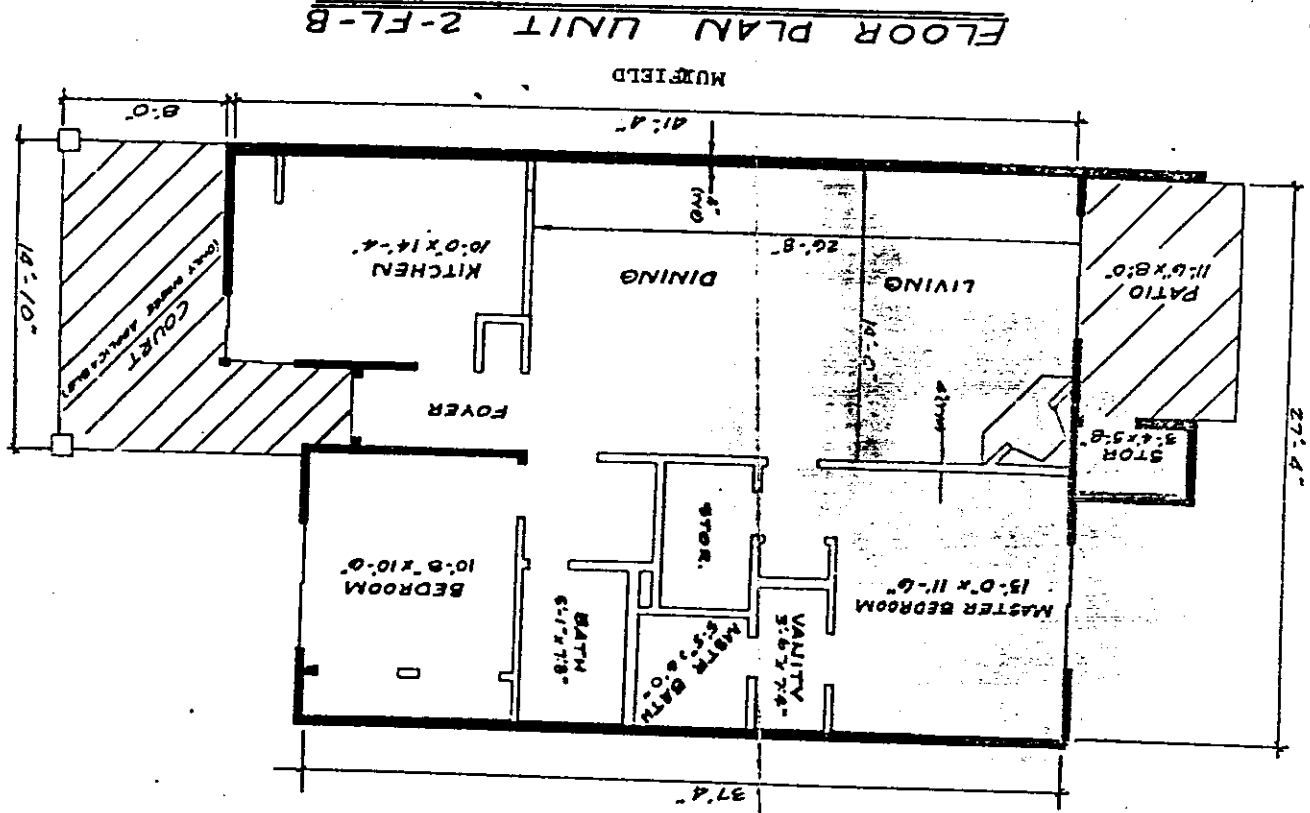


FLOOR PLAN CARPORT BLDG. (J)

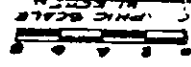


Vol. 5828 no. 756  
 OFFICIAL RECORDS

VILLAGE GREEN AT BAYMEADOWS TWO  
 A CONDOMINIUM  
 DUAL COUNTY, FLORIDA

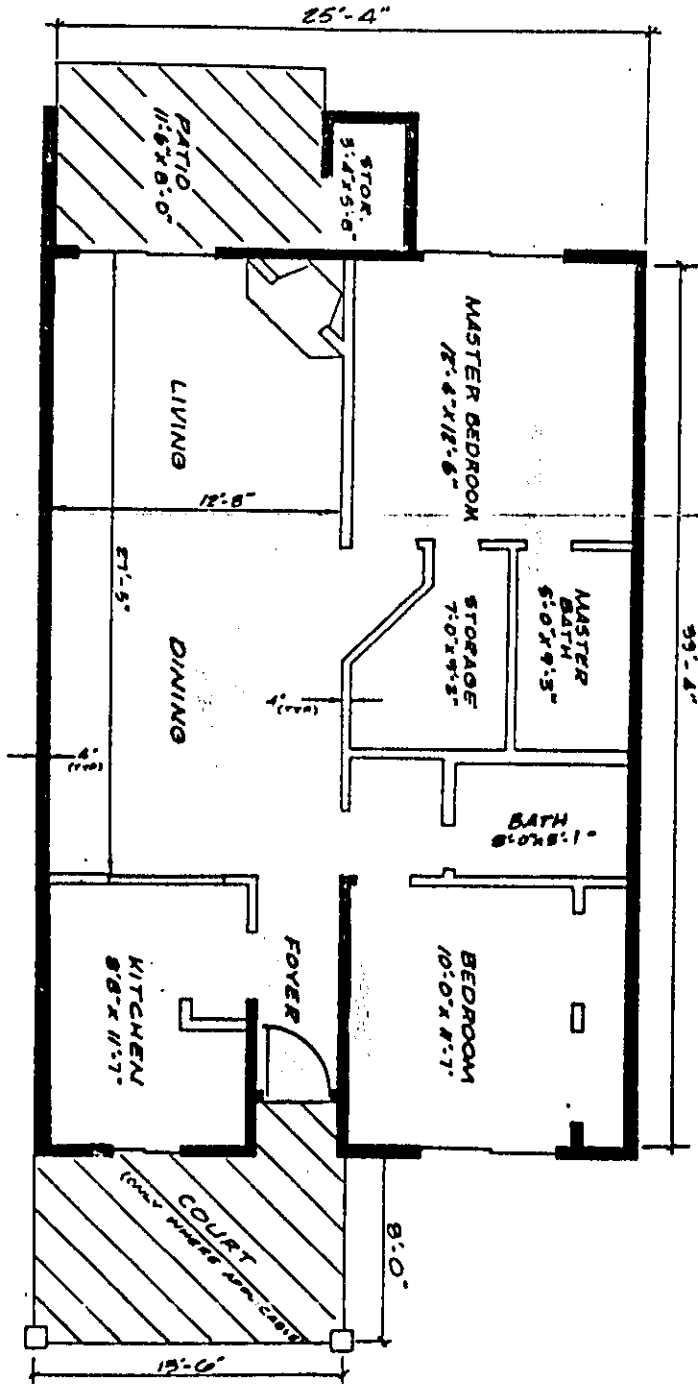


FLOOR PLAN UNIT 2-FL-B





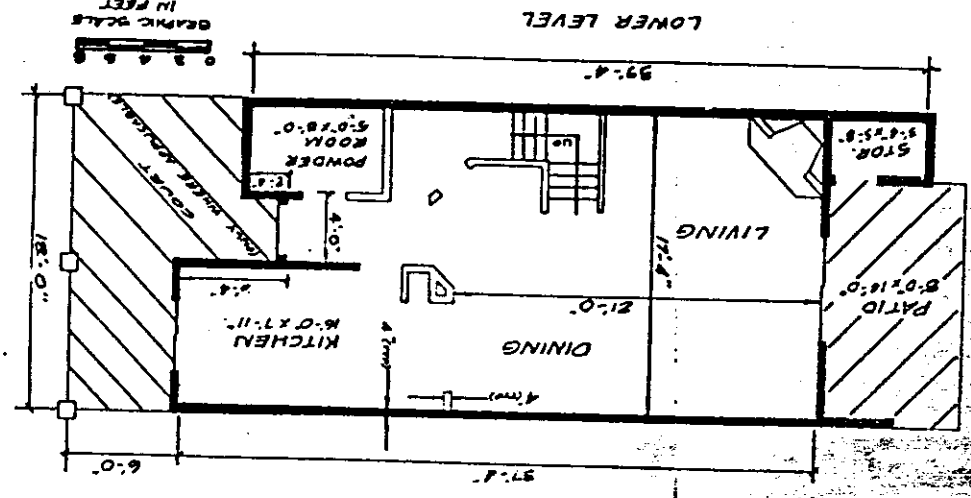
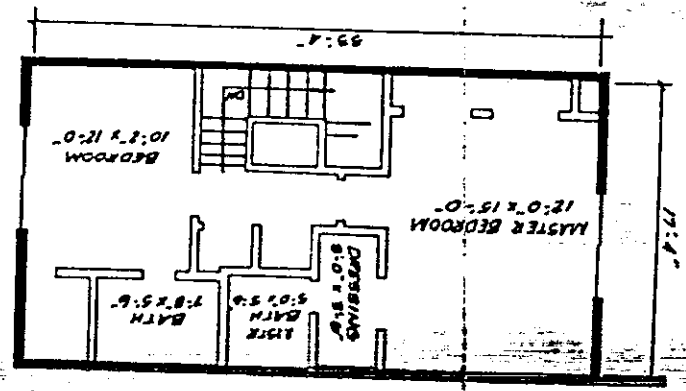
VILLAGE GREEN AT BAYMEADOWS TWO  
A CONDOMINIUM  
DUAL COUNTY, FLORIDA.



FLOOR PLAN UNIT 2-FL-A

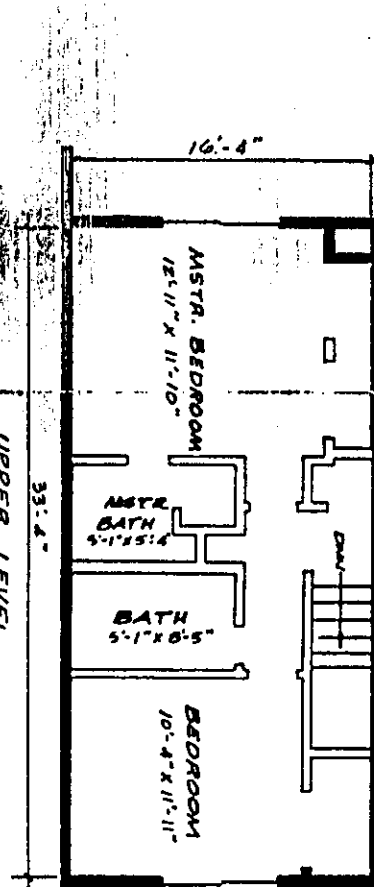


VILLAGE GREEN AT BAYMEADOWS TWO  
A CONDOMINIUM  
DUVAL COUNTY, FLORIDA



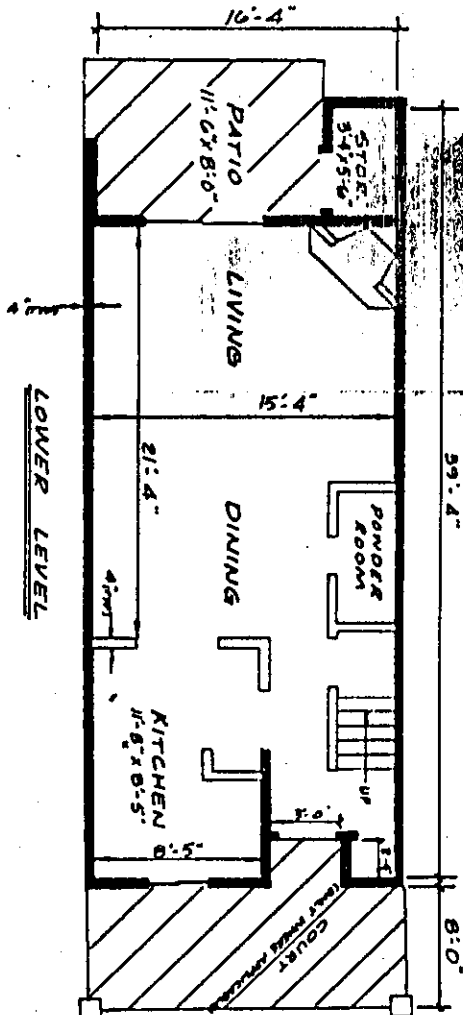
FLOOR PLAN UNIT 2-TH

VILLAGE GREEN AT BAYMEADOWS TWO  
A CONDOMINIUM  
DUVAL COUNTY, FLORIDA



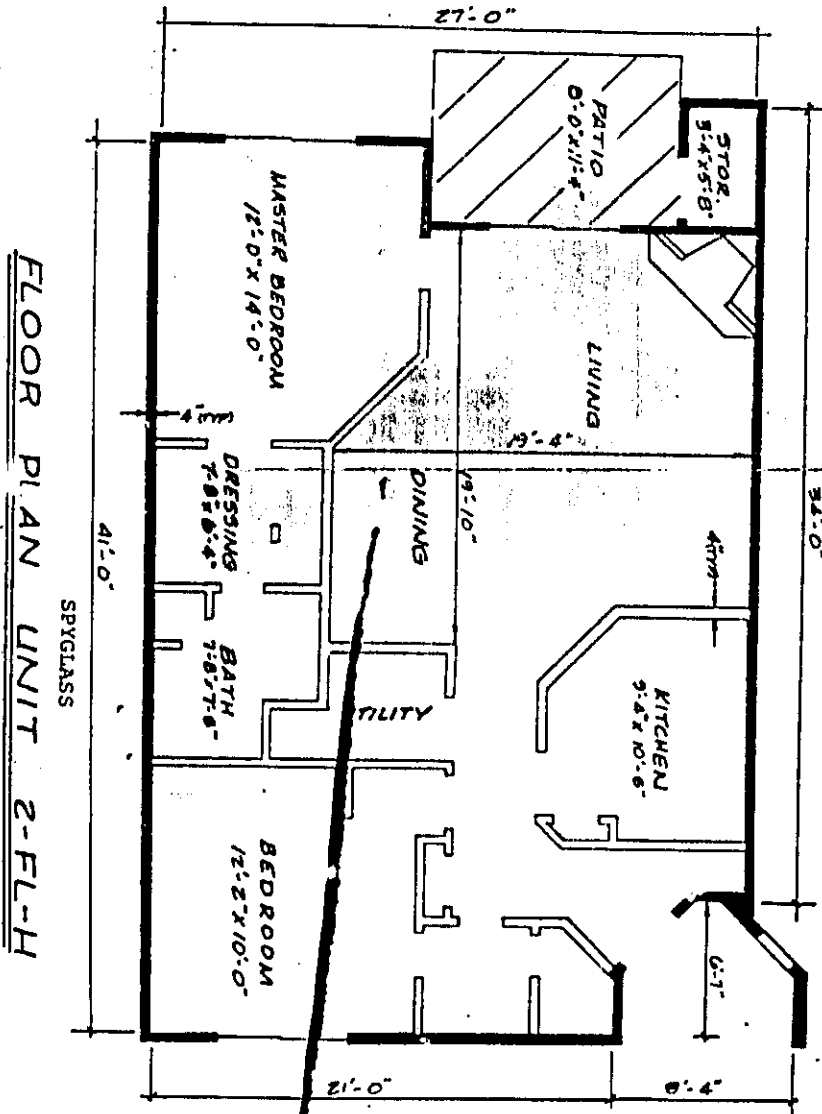
FLOOR PLAN UNIT 8-TH-A

LACOSTA

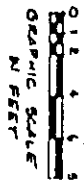


0' 1" 2" 3" 4" 5" 6" 7" 8" 9" 10"  
GRAPHIC SCALE  
IN FEET

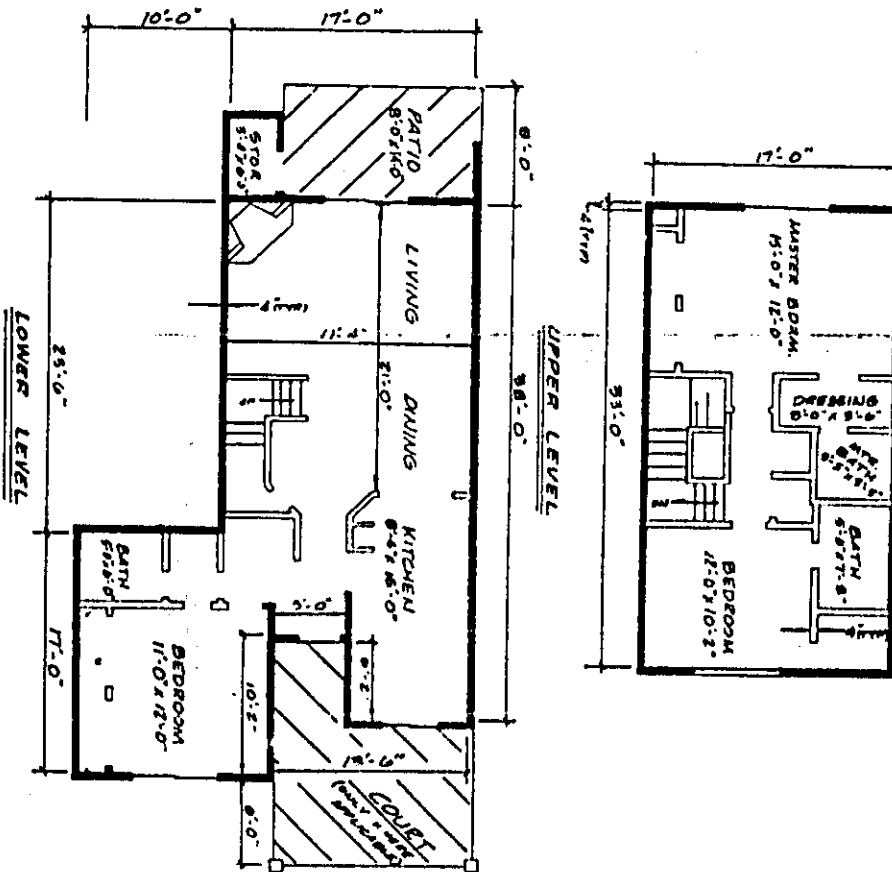
VILLAGE GREEN AT BAYMEADOWS TWO  
A CONDOMINIUM  
DUAL COUNTY, FLORIDA



FLOOR PLAN UNIT 2-FL-H



VILLAGE GREEN AT BAYMEADOWS TWO  
A CONDOMINIUM  
DUAL COUNTY, FLORIDA



FLOOR PLAN UNIT 3-T4-A

TURNBERRY

SEE PLANS FOR  
DRIVING SLABS  
IN FEET

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# VILLAGE GREEN AT BAYMEADOWS TWO A CONDOMINIUM

DUVAL COUNTY, FLORIDA.

## ELEVATIONAL TABULATION

Unit No.	ELEVATIONS			
	1st Floor	Ceiling	2nd Floor	Ceiling
2031	24.30	32.72	33.71	42.13
2032	24.30	32.72	33.71	42.13
2033	24.30	32.72	33.71	42.13
2034	24.30	32.72	33.71	42.13
2041	24.47	32.89	33.88	42.30
2042	24.47	32.89	33.88	42.30
2043	24.47	32.89	33.88	42.30
2044	24.47	32.89	33.88	42.30
2045	24.47	32.89	33.88	42.30
2046	24.47	32.89	33.88	42.30
2231	24.43	32.85	33.84	42.26
2232	24.43	32.85	33.84	42.26
2233	24.43	32.85	33.84	42.26
2234	24.43	32.85	33.84	42.26
2235	24.43	32.85	33.84	42.26
2236	24.43	32.85	33.84	42.26
2241	24.49	32.91	33.90	42.32
2242	24.49	32.91	33.90	42.32
2243	24.49	32.91	33.90	42.32
2244	24.49	32.91	33.90	42.32
2245	24.49	32.91	33.90	42.32
2246	24.49	32.91	33.90	42.32

*EXHIBIT E*  
ARTICLES OF INCORPORATION  
OF

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OFFICIAL RECORDS

VILLAGE GREEN AT BAYMEADOWS TWO  
CONDOMINIUM ASSOCIATION, INC.

a Corporation Not For Profit

In order to form a corporation under the laws of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purposes and with the powers herein specified; and to that end we do, by these Articles of Incorporation, set forth:

I. NAME

The name of the corporation shall be VILLAGE GREEN AT BAYMEADOWS TWO CONDOMINIUM ASSOCIATION, INC., ("Association").

II. PURPOSE

The purposes and objects of the Association shall be to administer the operation and management of the VILLAGE GREEN AT BAYMEADOWS TWO, A CONDOMINIUM ("Condominium") which may be established in accordance with the Florida Condominium Act, Chapter 718 Florida Statutes ("Act") upon that certain real property situated in Duval County, Florida ("County"), described on Exhibit A of the Declaration of Condominium of Village Green Two, a Condominium and made a part hereof by reference, and to perform the acts and duties incident to the operation and management of the Condominium in accordance with the provisions of these Articles of Incorporation, the Bylaws of the Association which will be adopted ("Bylaws") pursuant hereto and the Declaration of Condominium ("Declaration") which will be recorded in the public records of the County, as and when the property described above together with the improvements situated thereon are submitted to the condominium form of ownership; and to own, operate, encumber, lease, manage, sell, convey, exchange and otherwise deal with the said lands submitted to the condominium form of ownership; the improvements thereon and such other property, real and/or personal, as may be or become part of the Condominium ("Condominium Property") to the extent necessary or convenient in the administration of the Condominium as provided for in the Declaration. The Association shall be conducted as a nonprofit organization for the benefit of its members. The powers of the Association to operate and administer the property shall not be effective as to any portion of the real property unless and until such property has been submitted to the condominium form of ownership. The real property described on Exhibit A of the Declaration is the first phase of the Condominium, the parcels of real property described on Exhibit A-1 are the subsequent phases of the Condominium. In the event that any or all of the parcels described on Exhibit A-1 are subjected to condominium form of ownership by recording an amendment to the Declaration in the public records of the County, the Unit Owners in that phase will automatically become members of this Association with all the rights and obligations of Members as set forth herein.

III. POWERS

The Association shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the law pursuant to which this corporation is chartered.

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

1. Make, establish and amend reasonable rules and regulations governing use of the Units, Common Elements, Limited Common Elements in and of the Condominium, as such terms will be defined in the Declaration.
2. Levy and collect assessments against members of the Association to defray the Common Expenses of the Condominium as will be provided in the Declaration and the Bylaws including the right to levy and collect assessments for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Condominium Property, including Units, which may be necessary or convenient in the operation and management of the Condominium in accomplishing the purposes set forth in the Declaration.
3. Maintain, repair, replace, operate and manage the Condominium Property, including the right to reconstruct improvements after casualty and to further improve and add to the Condominium Property.
4. Contract for the management of the Condominium and, in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration and the Bylaws.
5. To employ personnel to perform the services required for proper operation of the condominium.
6. Enforce the provisions of these Articles of Incorporation, the Declarations, the Bylaws, and all rules and regulations governing use of the Condominium which may hereafter be established.
7. To buy, own, operate, lease, sell, trade and mortgage both real and personal property.
8. To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners.
9. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association in the Declaration and the Act.
10. To grant permits, licenses and easements over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.
12. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and the Declaration, Bylaws and the Act

#### IV. MEMBERS

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

- A. The owners of all Units in the Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership, except as provided for in Paragraph E, Article IV, hereof.



B. Membership shall be established by the acquisition of a fee title to a Unit in the Condominium, or by acquisition of a fee ownership interest therein, by voluntary conveyance or operation of law, and the membership of any person or entity shall be automatically terminated when such person or entity is divested of all title or his entire fee ownership in such Unit; provided, that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more Units at any time while such person or entity shall retain fee title to or a fee ownership interest in any Unit.

C. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Unit(s) owned by such member. The funds and assets of the Association shall be expended, held or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the Bylaws.

D. On all matters upon which the membership be entitled to vote, as hereinafter provided, there shall be one, and only one, vote for each Unit in the Condominium, which vote may be exercised or cast by the owner(s) of each Unit as provided for in the Bylaws. Should any member own more than one Unit such member shall be entitled to exercise or cast one vote for each such Unit in the manner provided for in the Bylaws.

E. The membership of the Association shall initially be comprised of the subscribers to these Articles, and the directors as set forth in Article X each of whom shall be entitled to cast a vote on all matters upon which the membership would be entitled to vote.

#### V. EXISTENCE

The Association shall have perpetual existence.

#### VI. PRINCIPAL OFFICE

The principal office of the Association shall be located in Florida, but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

#### VII. MANAGEMENT

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

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

## VIII. BOARD OF DIRECTORS

OFFICIAL RECORDS

The number of members of the first Board of Directors shall be three (3). The number of members of succeeding Boards of Directors shall be as provided in the Bylaws. When Unit owners other than BAYMEADOWS PROPERTIES, LTD. ("Developer") own fifteen percent (15%) of more of the Units that ultimately will be operated by the Association, the Unit owners other than the Developer shall be entitled to elect, in a manner to be provided in the Bylaws, not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit owners other than the Developer shall be entitled to elect, in a manner to be provided in the Bylaws, not less than a majority of the members of the Board of Directors: (a) three (3) years after fifty percent (50%), but less than ninety percent (90%), of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or (b) three (3) months after ninety percent (90%) of the Units that ultimately will be operated by the Association have been conveyed to purchasers; or (c) when all of the Units that ultimately will be operated by the Association have been completed, and some of the units have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business; or (d) when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or (e) 120 days after the date by which seventy-five percent (75%) of the Units have been conveyed to Unit Owners; or (f) January 1, 1990, whichever shall first occur. The Developer shall be entitled to elect not less than one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium. Notwithstanding the foregoing, Developer shall be entitled at any time to waive in writing its rights hereunder, and thereafter to vote in elections for members of the Board of Directors in the same manner as any other Unit Owner member of the Association. After Unit Owners other than the Developer elect a majority of the members of the Board of Directors, the Developer shall, within a reasonable time and in a manner to be provided in the Bylaws, relinquish control of the Association and shall deliver to the Association all property of the Unit Owners and the Association held or controlled by the Developer.

## IX. OFFICERS

The Board of Directors shall elect at the annual meeting of members each year, a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall deem advisable from time to time. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

## X. FIRST BOARD OF DIRECTORS

The name and addresses of the members of the first Board of Directors who, subject to the provisions of the laws of Florida, these Articles of Incorporation and the Bylaws, shall hold office for the first year of the Association's corporate existence, and thereafter until their successors are selected and have qualified, are as follows:

Sally A. Hall  
9000 Cypress Green Drive  
Jacksonville, Florida 32216

Roger M. O'Steen  
9000 Cypress Green Drive  
Jacksonville, Florida 32216

Linda Connor Kane  
Gallagher, Baumer, Mikals, Bradford & Cannon  
2525 Independent Square  
Jacksonville, Florida 32202

#### XI. SUBSCRIBERS

The names of the Subscribers, and their respective residence addresses, are as follows:

Sally A. Hall	- 9000 Cypress Green Drive Jacksonville, Florida 32223
Linda Connor Kane	- 1918 Morningside Street Jacksonville, Florida 32205
Roger M. O'Steen	- 9000 Cypress Green Drive Jacksonville, Florida 32216

#### XII. FIRST OFFICERS

The officers of the Corporation, who shall hold office until their successors are elected pursuant to these Articles of Incorporation and the Bylaws, and have qualified, shall be the following:

President - Sally A. Hall  
Vice President - Roger M. O'Steen  
Secretary/Treasurer - Linda Connor Kane

#### XIII. BYLAWS

The original Bylaws of the Association shall be adopted by a majority vote of the Subscribers to these Articles of Incorporation at a meeting at which a majority of the Subscribers is present, and, thereafter, the Bylaws may be altered or rescinded only by affirmative vote of fifty-one percent (51%) of the votes entitled to be cast by members of the Association.

#### XIV. INDEMNIFICATION

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

## XV. AMENDMENTS

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the members of the Association owning a ten percent (10%) of the Units in the Condominium, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days or later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting or by written approval the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than two thirds (2/3) of the Units in the Condominium in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Articles of Incorporation shall be recorded in the public records of the County within thirty (30) days from the date on which the same is filed in the office of the Secretary of State. Notwithstanding the foregoing provisions of this Article XV, no amendment to these Articles of Incorporation which shall abridge, amend or alter the right of Developer to designate and select members of the Board of Directors of the Association, as provided in Article VIII hereof, may be adopted or become effective without the prior written consent of Developer.

## ARTICLE XVI

## FIDELITY BONDING

In addition to the indemnification provisions hereof, the Association shall obtain and maintain blanket fidelity bonds on each director, officer and employee of the Association and of any management firm. The total amount of fidelity bond coverage shall be based upon the best business judgment of the Board of Directors and shall not be less than the estimated maximum funds including reserve funds, in the custody of the Association or management firm, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to at least 150 percent of the estimated annual operating expenses of the Condominium including reserves.

OFFICIAL RECORDS

The fidelity bond shall name the Association as an obligee and shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The premiums on all bonds shall be paid by the Association as a common expense (except for the premiums on fidelity bonds maintained by the management firm, if any). The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 10 days' prior written notice to the Association.

IN WITNESS WHEREOF, the Subscribers hereto have hereunto set their hands and seals this 5th day of July, 1984.

Sally A. Hall  
Sally A. Hall

Linda Connor Kane  
Linda Connor Kane

Roger M. O'Steen  
Roger M. O'Steen

STATE OF FLORIDA

COUNTY OF DUVAL

I HEREBY CERTIFY that on this 5th day of July, 1984, before me, the undersigned authority, personally appeared Sally A. Hall, Roger M. O'Steen and Linda Connor Kane to me known to be the persons who executed the foregoing Articles of Incorporation, and acknowledged the execution of such instrument for the uses and purposes therein expressed.

Virginia R. Kirby  
NOTARY PUBLIC, State of  
Florida at Large

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES OCT. 2, 1985

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OFFICIAL RECORDS  
CERTIFICATE OF DESIGNATING PLACE OF BUSINESS OR DOMICILE  
FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT  
UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

VILLAGE GREEN AT BAYMEADOWS TWO CONDOMINIUM ASSOCIATION, INC., DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF JACKSONVILLE, COUNTY OF DUVAL, FLORIDA, HAS NAMED LINDA CONNOR KANE, LOCATED AT 2525 INDEPENDENT SQUARE, JACKSONVILLE, FLORIDA 32202, DUVAL COUNTY, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

VILLAGE GREEN AT BAYMEADOWS  
TWO CONDOMINIUM ASSOCIATION,  
INC.

By Linda Connor Kane  
Its Secretary

Dated: July 5, 1984

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

Linda Connor Kane  
Linda Connor Kane

Dated: July 5, 1984

EXHIBIT F

BYLAWS

OF

VILLAGE GREEN AT BAYMEADOWS TWO  
CONDOMINIUM ASSOCIATION, INC.

a Florida Corporation Not for Profit

I. IDENTITY.

A. Applicability. These are the Bylaws of VILLAGE GREEN AT BAYMEADOWS TWO CONDOMINIUM ASSOCIATION, INC. (the "Association"), a Florida corporation not for profit organized pursuant to the provisions of Chapters 617 and 718, Florida Statutes, 1981, as amended to the date of filing of the Articles of Incorporation. The purpose and object of the Association shall be to administer the operation and management of any condominium which may be established in accordance with the Florida Condominium Act, Chapter 718, Florida Statutes, 1981 ("Act"), upon certain real property in Duval County, Florida ("County"), as set forth in the Declaration of Condominium.

B. Office. The office of the Association shall be at 4319 Salisbury Road, Jacksonville, Florida 32216, or at such other place as may be established by resolution of the Board of Directors.

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

D. Seal. The seal of the Association shall bear the name of Village Green at Baymeadows Two Condominium Association, Inc., the word "Florida", the words "Corporation Not For Profit", and the year of incorporation. An impression of the seal is as follows:

II. MEMBERSHIP. VOTING, QUORUM, PROXIES.

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

B. Quorum. A quorum at meetings of Members shall consist of persons entitled to cast a majority of the votes whether in person or by proxy. The joinder of a Member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

C. Voting. The vote of the owner(s) of a Unit in the Condominium owned by more than one natural person, as tenants in common, joint tenants (except a husband and wife as tenants by the entirety), a partnership, or any other association of natural persons, or by a corporation, a trust, necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voting.

III. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

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

B. Special Meetings. Special meetings of the entire membership of the Association shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from Members entitled to cast a ten (10%) percent of the votes of the entire membership.

C. Notice of Meetings.

1. Generally. Written notice of all meetings of Members shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member unless waived in writing. Each notice shall state the time and place of and purpose for which the meeting is called and shall be posted at a conspicuous place on the Condominium Property at least fourteen (14) days prior to the meeting.

2. Annual. Notice of the Annual Meeting shall be given to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed to each Member unless the right is waived in writing. Such notice shall be deemed properly given when deposited in the United States Mail addressed to the Member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. The Post Office certificate of mailing shall be retained as proof of such mailing. If a Member waives, in writing, the right to receive notice of the Annual Meeting by mail, such notice may be delivered personally to such Member. If delivered personally, receipt of notice shall be signed by the Member, indicating the date received. Each notice shall, in addition, be posted at a conspicuous place in the Condominium at least fourt en (14) days prior to the meeting.

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

4. Waiver. Any Member may, in writing signed by such Member, waive notice of any meeting prior to such meeting, and such waiver, when filed in the records of the Association shall be deemed equivalent to the giving of such notice to such Member.

5. Meetings by Written Consent. Members may take action by written agreement without meetings.

6. Adjourned Meetings. If any meeting of Members cannot be held because a quorum is not present, or because a greater percentage of the membership required to constitute a quorum for a particular purpose is not present, wherever the or any other entity shall be cast or otherwise exercised, at all meetings at which Members of the Association are entitled



## OFFICIAL RECORDS -

to vote or otherwise act, by one natural person designated by the owner(s) of such Unit as the "Primary Occupant" thereof. In each instance where title to a Unit is proposed to be conveyed or is otherwise to become vested in more than one natural person (except a husband and wife as tenants by the entirety), a partnership, or any association of natural persons, or a corporation, a trust, or any other entity, the prospective owner(s) shall, by written instrument acceptable to the Association, designate one natural person as the Primary Occupant. The instrument designating the Primary Occupant shall be filed with the Association, and the person so designated shall be and remain the Primary Occupant of the Unit until such designation has been revoked by written instrument executed by the owner(s) of the Unit or by lawful conveyance of the Unit. The Primary Occupant of the Unit shall be the only person entitled to cast or exercise, in person or by proxy, the vote of the owner(s) of such Unit at any meeting of Members or in connection with any action concerning which Members of the Association shall be required or allowed to vote or otherwise act.

D. Approval. Evidence of the approval or disapproval of the owner(s) of a Unit upon any matter, whether or not the subject of an Association meeting, shall be given to the Association by the same person who would cast the vote of such owner if in an Association meeting.

E. Vote Required. Except as otherwise required under the provisions of the Articles, these Bylaws or the Declaration(s), or where the same otherwise may be required by law, at any meeting of the general membership of the Association, if any, duly called and at which a quorum is present, the acts approved by the affirmative vote of the majority of the Members present and in person or by proxy and entitled to vote upon any question shall be binding upon the Members.

F. Proxies. At any meeting of the Members every Member having the right to vote shall be entitled to vote in person or by proxy, provided that, no person shall be designated to hold more than ten (10) proxies. Any proxy given shall contain the date, time and place of the meeting for which the proxy and place of the meeting for which the proxy is given and if a limited proxy shall set forth those items for which the holder of the proxy may vote and the manner in which the vote is to be cast and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. The proxy shall set forth the name of the person voting by proxy and the name of the person authorized to vote the proxy for him. All such proxies shall be filed with the Secretary prior to or during the roll call of such meeting. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Member executing it.

G. Consent to Action. Unless a duly called meeting of the Association shall be specifically required for action to be taken by the Members in these Bylaws, the Articles, the Declaration(s), the Act or other Florida Statutes, any action to be taken by the Association may be taken by written consent setting forth the action so taken, approved by Members holding not less than the minimum number of votes latter percentage of attendance may be required as set forth in the Articles, the Bylaws or the Declaration(s), the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the

## OFFICIAL RECORDS

required percentage of attendance if greater than a quorum, is present.

D. Presiding Officer and Minutes. At meetings of Members, the President, or in his absence, the Vice President, shall preside, or in the absence of both, the Members present shall select a chairman of the meeting. Minutes shall be kept in a businesslike manner and available for inspection by Directors, Members and their authorized representatives during normal business hours at the principal office of the Association. The Association shall retain these minutes for a period of not less than seven (7) years.

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

- (1) Calling of the roll and certifying of proxies
- (2) Proof of notice of meeting or waiver of notice
- (3) Reading or waiver of reading of minutes of previous meeting of Members
- (4) Reports of officers
- (5) Reports of committees
- (6) Appointment by Chairman of inspectors of election
- (7) Election of Directors
- (8) Unfinished business
- (9) New business
- (10) Adjournment

#### IV. BOARD OF DIRECTORS

A. Members of Board. The first Board of Directors shall consist of not less than three (3) persons as designated in the Articles of Incorporation. Pursuant to the Declaration of Condominium, Baymeadows Properties, Ltd., ("Developer" reserves the right to appoint Directors to the Board as set forth herein.

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

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

(2) For so long as the Developer shall retain the right to appoint at least one member of the Board of

Directors, all members of the Board of Directors whom Developer shall not be entitled to appoint under these Bylaws shall be elected at large, by a plurality of the votes cast at the annual meeting of the general membership, immediately following designation of the members of the Board whom Developer shall be entitled to appoint. Commencing with the first annual election of Directors after the Developer shall have lost or relinquished the right to appoint at least one Director, the Members shall elect all the Directors, by a plurality of the votes cast at the annual meeting of the general membership.

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

(4) Until such time as the Members are entitled to elect all of the Directors, each Director shall serve for one year until the next annual meeting or such other time as his successor is elected. At the first annual meeting at which the Members are entitled to elect all of the members of the Board of Directors, at least one directorship shall be designated as a two-year term director and the others shall be for one year. The intent hereof is to stagger the terms of the directorships so that there shall be some Members of the Board with prior experience.

(5) In the election of Directors, there shall be appurtenant to each Unit one (1) vote for each Director to be elected. Provided, however, that no Member may cast more than one vote for any person nominated as a Director, it being the intent hereof that voting for Directors shall be non-cumulative.

(6) Within sixty (60) days after Members other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall, in accordance with the provisions of these Bylaws, call in a manner as elsewhere provided in these Bylaws, and give not less than fourteen (14) days nor more than sixty (60) days notice of a meeting of the Members for this purpose. Such meeting may be called and the notice given by any Member if the Association fails to do so within the time prescribed herein. Election of such Directors shall be conducted in the manner provided in these Bylaws.

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

C. Organizational Board Meeting. The organizational meeting of a newly elected or designated Board shall be held within fifteen (15) days of their election or designation.

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nation, at such time and place as shall be fixed at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary; provided, that a quorum shall be present.

D. Regular Board Meeting. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least seven (7) days prior to the day named for such meeting, unless notice is waived.

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

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

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

H. Quorum. A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles, these Bylaws or the Declaration. If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of the Directors required to constitute of quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, these Bylaws or the Declaration, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

I. Notice to Members. Meetings of the Board of Directors shall be open to all Members and notices of meetings shall be posted conspicuously in the Condominium forty-eight (48) hours in advance for the attention of Members, except in an emergency. Notice of any meeting where assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

J. Action without a Meeting. To the extent now or from time to time hereafter permitted by the laws of Florida, the Board may take any action which they might take at a

meeting of the Board without a meeting; provided, that a record of all such actions so taken, signed by each Director, shall be filed and retained in the minute book of the Association.

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

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

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

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

(2) Maintain, repair, replace, operate and manage the Condominium and Common Elements wherever the same is required to be done and accomplished by the Association for the benefit of Members;

(3) Repair and reconstruct improvements after casualty;

(4) Make and amend regulations governing the use of the property, real and personal, in the Condominium(s) and the Common Elements provided, that such regulations or amendments thereto shall not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles and Declaration;

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

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

assessments, promulgation of rules and execution of contracts on behalf of the Association:

(7) Enforce by legal means the provisions of the Articles, these Bylaws, the Declaration and all regulations governing use of property of and in the Condominium now existing or hereafter adopted.

(8) Pay all taxes and assessments which are liens against any part of the Condominium other than Units and the appurtenances thereto, and assess the same against the Members and their respective Units subject to such liens.

(9) Carry insurance for the protection of Members and the Association against casualty and liability, including Directors' liability insurance and/or fidelity loans.

(10) Pay all costs of power, water, sewer and other utility services rendered to the Condominium and not billed to the Members or individually.

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

(12) Grant permits, licenses and easements over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.

#### V. OFFICERS.

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

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

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

D. Secretary. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the affairs of the Association. He shall have such additional powers as the Board may designate. He shall attend to the giving and serving of all notices to the Members and the Board, and such other notices as may be required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a

seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of a corporation not for profit and as may be required by the Board and the President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

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

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

#### VI. FISCAL MANAGEMENT.

The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions.

**A. Assessment Roll.** The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Member and his respective Unit. Such account shall designate the name and mailing address of the Member owning each Unit, the amount of each assessment against the Member, the amount of each assessment and due date thereof, and all amounts paid, and the balance due upon each assessment.

**B. Annual Budget(s).** The Board shall adopt, for, and in advance of, each fiscal year, a budget for the Condominium showing the estimated costs of performing all of the functions of the Association as to such Condominium for the year. Each budget shall show the total estimated expenses of the Association for that year and shall contain an itemized breakdown of the Common Expenses, which shall include, without limitation, the costs of operating and maintaining the

## OFFICIAL RECORDS.

Common Elements, taxes on Association property, wages and salaries of Association employees, management, legal and accounting fees, office supplies, public utility services not metered or charged separately to Units, premiums for insurance carried by the Association and any reserve accounts and/or funds which may be established from time to time by the Board. Each budget shall also show the proportionate share of the total estimated expenses to be assessed against and collected from the Members and due date(s) and amounts of installments thereof. Copies of the proposed budgets and proposed assessments shall be transmitted to each member at least thirty (30) days prior to the meeting of the Board of Directors at which the budgets will be considered, together with a notice of the time, place and agenda of the meeting, which shall be open to Members. If any budget is subsequently amended, a copy shall be furnished to each affected Member. Delivery of a copy of any budget or amended budget to a Member shall not affect the liability of any Member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as a limitation upon the additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

C. Increased Budget(s). If a budget is adopted by the Board which requires assessment of the Members in any budget year exceeding 115% of such assessments for the preceding budget year, upon written application of ten percent (10%) of the Members, a special meeting of the Members shall be held upon not less than ten (10) days written notice to each Member, but within thirty (30) days of the delivery of such application to the Board or any member thereof. The special meeting Member may consider only and enact only a revision of the budget, or recall any and all members of the Board and elect their successors subject, however, to the right of Developer to elect Directors as provided in Article IV. Any such revision of the budget or recall of any and all members of the Board shall require a vote of not less than fifty-one percent (51%) of the whole number of votes of all Members. The Board may in any event first propose a budget to the Unit owners at any such meeting of Members or by writing, and if such budget or proposed budget be approved by a majority of the whole number of votes of all Members, either at such meeting or by writing, such budget shall not thereafter be reexamined by the Members in the manner hereinabove set forth nor shall any and all members of the Board be recalled under the terms hereof.

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



E. Notice of Adopted Budgets. Upon adoption of budgets, the Board shall cause a written copy thereof to be delivered to all Members. Assessments shall be made against Members pursuant to procedures established by the Board, and in accordance with the terms of the Declaration(s) and Articles. Members shall be liable to pay assessments not less often than quarterly. Provided, however, that the lien or lien rights of the Association shall not be impaired by failure to comply with procedures established pursuant to these Bylaws.

F. Assessments. Unless otherwise determined by the Board of Directors, assessments shall be payable monthly on the first day of each month, but in no event shall amounts be payable less often than quarterly. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the fiscal year for which an amended assessment is made shall be payable in equal installments through the end of the fiscal year; provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

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

H. The Depository. The depository of the Association shall be such bank or banks or savings and loan association or associations as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks or withdrawals signed by such persons as are authorized may include in its provisions authority for the Manager to sign checks on behalf of the Association for payment of the obligations of the Association.

I. Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors.

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

#### VII. PARLIAMENTARY RULES.

Robert's Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these Bylaws.

## VIII. ARBITRATION.

In the event that disputes or disagreements arise among Members, this Association or their agents and assigns in connection with the operation of the Condominium, the parties may submit such disputes or disagreements to voluntary binding arbitration. The Division of Florida Land Sales and Condominium of the Department of Business Regulation shall employ full-time arbitrators to conduct the binding arbitration hearings. The arbitration shall be conducted in accordance with the rules of procedure promulgated by the Division. The decision of such arbitrator shall be final. However, such decision shall not be deemed final agency action. Nothing in this provision shall be construed to foreclose the parties from proceeding in a *tua de novo*, and if such judicial proceedings are initiated, the final decision of the arbitrator shall be admissible in evidence. Any party may seek enforcement of the final decision of the arbitrator in a court of competent jurisdiction.

## IX. AMENDMENTS TO BYLAWS.

Amendments to these Bylaws shall be proposed and adopted in the following manner:

A. Proposal. Amendments to these Bylaws may be proposed by the Board, acting upon vote of a majority of the Directors, or by Members owning a majority of the Units in the Condominium, whether meeting as Members or by instrument in writing signed by them.

B. Notice. Upon any amendment or amendments to these Bylaws being proposed by the Board or Members, such proposed amendment or amendments shall be transmitted to the President of the Association or acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the Members for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each Member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the Members is required as herein set forth; provided, that proposed amendments to the Bylaws may be considered and voted upon at annual meetings of the Members.

C. Content of Amendment. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. See bylaw. . . for present text." Material errors or omissions in the bylaw process shall not invalidate an otherwise properly promulgated amendment.

D. Voting. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of Members owning not less than fifty-one percent (51%) of the Units in the Condominium(s). Thereupon, such amendment or amendments to these Bylaws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Pub-

lic Records of County as an amendment to the Declaration of Condominium within thirty (30) days from the date on which any amendment or amendments have been affirmatively approved by the Members.

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

F. Developer's Reservation. Notwithstanding the foregoing provisions of this Article IX, no amendment to these Bylaws which shall abridge, amend or alter the right of Developer to designate members of each Board of Directors of the Association, as provided in Article IV hereof or any other right of the Developer provided herein or in the Articles of Incorporation, may be adopted to become effective without the prior written consent of Developer.

G. Proviso. Provided, however, that no amendment shall discriminate against any Member or group of Units unless the Members so affected shall consent. No amendments shall be made that is in conflict with the Condominium Act, the Declaration of Condominium, or the Articles of Incorporation.

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

The foregoing were adopted as the Bylaws of VILLAGE GREEN AT DAYMEADOWS TWO CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the \_\_\_\_ day of \_\_\_\_\_, 198\_\_.

Dated:

\_\_\_\_\_  
Secretary

APPROVED:

\_\_\_\_\_  
President

81- 66301  
JUN 19 8 12 AM '84

RECEIVED BY CLERK  
COUNTY CLERK, FLA.  
JUN 19 1984

RECORDED IN BOOK 10  
PAGE 1000, P. 10  
JACKSONVILLE, FLORIDA 32202

5685: 694  
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VILLAGE GREEN AT BAYMEADOWS  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

This Declaration is made this 19<sup>th</sup> day of August,  
1992, by BAYMEADOWS PROPERTIES, LTD., a Florida limited  
partnership.

R E C I T A L S :

A. Declarant is the owner of certain real property located in Duval County, Florida more particularly described on Exhibit A attached hereto and made a part hereof constituting a portion of Village Green at Baymeadows, as hereinafter defined, and Declarant desires to provide a means to insure high quality standards for the enjoyment of Village Green at Baymeadows as a residential development and to promote the recreational interest, health, safety and social welfare of each owner and occupant of portions of Village Green at Baymeadows.

B. Declarant desires to provide for the promotion, preservation, enhancement and maintenance of Village Green at Baymeadows and certain improvements located thereon as an integrated community and in order to accomplish such objectives, Declarant desires to subject certain portions of such property together with such additions as may hereafter be made thereto to the covenants, restrictions, easements, charges and liens hereinafter set forth, all of which is and are for the benefit of Village Green at Baymeadows and each owner of a portion thereof.

C. Declarant deems it desirable to create a non-profit association with the power and duty of administering and enforcing the protective covenants, conditions, restrictions and limitations hereinafter set forth and of maintaining and administering the Common Roads and Common Properties, as hereinafter defined, and collecting and disposing of the assessments and charges hereinafter created.

D. Declarant desires that each portion of Village Green at Baymeadows be developed and enjoyed as an integral part of the development and to that end desires to provide that the non-profit association coordinate functions with those made available to individual portions of Village Green at Baymeadows to as great an extent as possible.

DECLARATION

NOW, THEREFORE, Declarant hereby declares that the property as described on Exhibit A attached hereto ("Property") shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with title to the Property and be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof and the Declarant.

ARTICLE I  
Definitions.

Section 1. "Association" shall mean and refer to Village Green at Baymeadows Property Owners Association.

Inc., a Florida non-profit corporation, its successors and assigns.

Section 2. "Articles" shall mean and refer to the Articles of Incorporation of the Association.

Section 3. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 4. "Bylaws" shall mean and refer to the Bylaws of the Association.

Section 5. "Common Property or Properties" or "Common Area or Areas" shall mean or refer to those tracts of land together with any improvements thereon which are deeded to the Association and designated in said deed as "Common Property or Properties" or "Common Area or Areas". The term Common Properties shall also include any personal property acquired by the Association if said property is designated "Common Property". All Common Properties are to be devoted to and intended for the common use and enjoyment of the Members and their guests, lessees or invitees and the visiting general public (to the extent permitted or provided for in the deed to the Association), subject to any operating rules adopted by the Association and subject to any use rights or restrictions made available or imposed by Declarant prior to conveyance of such Common Properties or Common Areas to the Association.

Section 6. "Common Roads" shall mean and refer to the roads and road right-of-ways located within the Property, or Village Green at Baymeadows or serving the Property which roads are not dedicated as public roads, but shall exclude parking lots, parking areas, driveways and cul-de-sacs located within the legally described boundaries of a condominium which are maintained by such property owners within such condominium.

Section 7. "Community" or "Village Green at Baymeadows Community" shall mean and refer to all the property developed or to be developed by Declarant. The land which may be subjected to this Declaration is more fully described in that certain Purchase Agreement dated 1982, and recorded in Official Records Book \_\_\_\_\_, page \_\_\_\_\_ of the public records of Duval County, Florida. Reference to the land described in the Purchase Agreement shall not be construed as an encumbrance or defect on the land or in any way affect the title to the land. Only the land specifically subjected to this Declaration by Exhibit A or by recording of a Supplemental Declaration shall be a part of the Village Green at Baymeadows Community.

Section 8. "Declarant" shall mean and refer to Baymeadows Properties, Ltd., a Florida limited partnership, successors or assigns of its rights hereunder or any successor or assign of all or substantially all of the interest in Village Green at Baymeadows. The Declarant may also be an Owner or Member for so long as the Declarant shall be the record owner of any parcel of Property as defined in Sections 14 or 15 hereof.

Section 9. "Declaration" shall mean and refer to this Village Green at Baymeadows Declaration of Covenants, Conditions, & Restrictions applicable to the Property.

Section 10. "Member" shall mean and refer to those persons entitled to Class "A" and "B" membership in the Association as provided in this Declaration.

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Section 11. "Mortgagee" shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government including without limitation, Federal National Mortgage Association ("FNMA"), Governmental National Mortgage Association ("GNMA"), the administrator of the Veterans Administration and/or the similar insurers and guarantors of mortgages, mortgage banker or any other mortgage banker, or any other lender generally recognized as an institutional-type lender or the Developer holding a mortgage on a Unit or Units.

Section 12. "Owner" shall mean and refer to the owner as shown in the public records of Duval County, Florida (whether it be one or more persons, firms, associations, corporations, or other legal entities) of the fee simple title to any Residential Dwelling Unit but, shall not mean or refer to a mortgagee, its successors or assigns, unless or until such mortgagee has acquired title pursuant to foreclosure proceedings or deed in lieu of foreclosure nor shall the term Owner mean or refer to any lessee or tenant of an Owner. In the event there is recorded in the public records of Duval County, Florida a long term contract for sale in the nature of a contract for deed covering any of the above parcels of Property, the Owner of such parcels shall be the purchaser under said contract.

Section 13. "Property" or "Properties" shall mean and refer to that certain real property described on Exhibit A attached hereto and such additions thereto as may be made in accordance with the provisions hereof.

Section 14. "Residential Dwelling Unit" shall mean and refer to any improved Property intended for use as a single family or condominium residential dwelling including, without limitation, any single family detached dwelling, garden home, patio dwelling, condominium unit, townhouse unit, cooperative apartment unit or apartment unit, which improvements constructed thereon are substantially completed.

#### Article II

#### Property Subject to This Declaration and Additions or Withdrawals Thereof.

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration consists of that land situated in Duval County, Florida as more particularly described on Exhibit A attached hereto, sometimes referred to sometimes referred to herein as the "Existing Property".

Section 2. Additional Property. The Declarant shall have the right, until January 1, 1990, from time to time and within its sole discretion, to annex to the Existing Property and include within this Declaration additional properties, including properties now or hereafter acquired by it, any property included within the Village Green at Baymeadows community and property of others which is either abutting the Existing Property which is so situated that its addition will be reasonably consistent with the uniform scheme for development set forth in this Declaration.

Section 3. Other Additions. The Members of the Association may also annex additional lands to the Existing

Property upon the affirmative vote of Members holding not less than two-thirds (2/3) of the total voting power of each class of Membership of the Association, so long as there exists a Class B Member, and subsequently, two-thirds (2/3) of the total voting power of the Association, at a regular meeting of the Association or at a special meeting duly called for such purpose, and upon obtaining any municipal or other approvals required by law.

Section 4. Supplemental Declarations. Any such additions authorized in Section 2 or 3 above may be made by the filing of record of one or more supplemental declarations with respect to the added property. A supplemental declaration shall contain a statement that the real property that is the subject of the supplemental declaration constitutes additional property which is to become a part of the Property subject to this Declaration. In addition, a supplemental declaration may contain such additions to or modifications of the provisions hereof applicable to any additional property as may be necessary or desirable in the sole opinion of the Declarant to reflect the different character, if any, of the additional property that is the subject of the supplemental declaration including modifications in the basis of assessments or amounts thereof. Such supplemental declaration shall become effective upon being recorded in the aforesaid Duval County public records.

Section 5. Effect of Annexation. In the event that any additional property is annexed to the Existing Property pursuant to the provisions of this Article II, then such additional lands shall be considered within the definition of the Property for all purposes of this Declaration, and each Residential Unit Owner shall be a Class A Member and the number of votes for the Class A and B Members shall be adjusted accordingly, it being intended that any voting requirements need not be fulfilled separately for any property described in a supplemental declaration.

Section 6. Additional Declarations. Declarant reserves the right, as the Property is developed and offered for sale, to subject portions thereof to specific additional covenants and restrictions, either as a part of a declaration of condominium or by separate instrument, which apply only to each portion as defined and described in each such set of separate covenants and restrictions. Such additional covenants and restrictions shall be subject to the provisions hereof so that Village Green at Baymeadows remains an integrated development.

### Article III

#### Membership and Voting Rights

Section 1. Membership. Every Owner of the Property, except governmental entities, or Owners of Property who are exempt from the payment of assessments shall be a Member of the Association, including the Declarant. Such membership shall be mandatory membership and all Members of the Association shall be governed and controlled by the Articles of Incorporation and Bylaws thereof in addition to this Declaration.

Section 2. Voting Rights. The Association shall have two types of regular voting membership:

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a. Class "A". Class "A" Members shall be all Owners, including the Declarant, of Residential Dwelling Units and shall be entitled to one (1) vote for each Residential Dwelling Unit which such Class "A" Member owns.

b. Class "B". The Class "B" Member shall be the Declarant who shall be entitled to three votes for every one Class A vote. Provided that the Class "B" Membership shall cease and shall be converted to Class "A" whichever shall first occur:

(1) within six (6) months from the time at which some of the Residential Dwelling Units have been completed and conveyed to Owners and none of the others are being constructed and offered for sale by the Declarant in the ordinary course of business and there is no construction in progress.

(2) January 1, 1990.

Upon transfer of control, the Class "B" Member shall be considered a Class "A" Member and entitled to one vote for each Residential Dwelling Unit it owns.

c. When any property entitling an Owner to membership as a Class "A" Member is owned of record in the name of two (2) or more persons or entities, whether fiduciaries or in any other manner of joint or common ownership of a single residential unit, one and only one of such persons who shall be designated by such joint owners shall become the Member entitled to vote. Such vote shall be exercised as they among themselves determine or as the covenants and restrictions applicable to such property shall determine but in no event shall more than one (1) vote be cast with respect to any such property. Where a partnership, corporation or other entity is a Class "A" Member, such Class "A" Member shall designate one representative of such partnership or corporation or other entity to be the Member entitled to vote.

Section 3. Governance. The Association shall be governed by a Board of Directors consisting of not less than three (3) members, as set forth in the Articles, to be elected or appointed as provided in the Articles of Incorporation and Bylaws of the Association.

Article IV

Property Rights in the Common Properties

Section 1. Common Properties. The Declarant intends to improve certain portions of the Community which will serve all Owners within the Community. Such improvements may include roadways, an irrigation system, clubhouse, swimming pool and may include other amenities which Declarant determines in his own discretion are necessary or convenient to the orderly administration of the Community.

Declarant intends, but is not obligated to convey from time during the course of continuing development of the Community to the Association certain properties which are specifically designated as Common Property. Such property shall be devoted and intended for the common use and enjoyment of the Owners, their families, guests, tenants and invitees.

Section 2. Common Roads. Common roads or access easements are or will be designated to provide ingress and egress from Residential Dwelling Units to private roads and to publicly dedicated right of ways. The Common Roads shall be conveyed to the Association and all owners shall be granted a right of ingress and egress over the Common Roads subject to the rules and regulations thereon and this Declaration.



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Section 3. Members Easements of Enjoyment in Common Properties and Common Roads. Subject to the provisions of this Declaration, the rules and regulations of the Association, any fees or charges established by the Association, any easements reserved by Declarant, and any prior use rights or restrictions granted or imposed in the Common Property or Common Roads all Members, their families and every guest, tenant or invitee of such Members shall have a right and easement of enjoyment in and to the Common Properties and Common Roads appurtenant to their membership in the Association.

Section 4. Title to Common Properties and Common Roads. The Declarant covenants for itself and its successors and assigns, that it shall convey by deed to the Association, at no cost to the Association, the following:

a. Those improved parcels of land and facilities designated as Common Property other than those facilities described in subsections (b) and (c) below, within ninety (90) days after the Declarant has made a final designation that any such land or facilities will constitute Common Properties or Common Roads and completed any improvements thereon. Upon such conveyance or upon completion of the improvements thereon by the Declarant, the Association shall become responsible for all maintenance and operation thereof and such additional construction of improvements as may be authorized by the Association's Board of Directors, subject to the Declaration.

b. Natural areas, trail areas, lake frontage, wetlands, lakes, and similar unimproved Common Properties shall be conveyed in large or small parcels from time to time after the Declarant has completed the surveying, platting and improvement of all property which may abut such natural areas, trail areas, lake frontage, marsh areas, lakes and like properties. Such properties shall be conveyed within two (2) years of notification to the Association, in writing, by the Declarant of its final designation of such properties as Common Properties and of its intent to convey such properties to the Association as Common Properties. Notwithstanding any description contained in any notification to the Association, the actual metes and bounds description as shown on the recorded conveyance to the Association shall govern.

c. The Common Roads and Common Property, if not previously conveyed in accordance with subsection (a) or (b), and bike trails or nature trails or similar improved but open recreational Common Property shall be conveyed on or before January 1, 1990.

d. All parcels of land as described in this Section shall be conveyed to the Association subject to restrictive covenants of record, all easements, reservations and use rights in existence at the time of the conveyance, including but not limited to, an easement for access, utilities or drainage to such properties by the Declarant and the Association and the right of the Declarant to grant further easements or use rights in accordance with the provisions hereof.

e. The Association shall be obligated to accept the conveyance of any Common Properties if and when conveyed by Declarant pursuant hereto, and to thereafter assume responsibility for the operation and maintenance thereof, in accordance with this Declaration, which Common Properties may include, but shall not be limited to land and improvements which are to be used for any of the following uses and/or purposes within the Project:

(1) Roads, walkways, jogging paths, trails, natural areas, marsh areas, boardwalks, piers, docks, bridges and related facilities;

(2) Utilities and communications plants, buildings and related facilities, parking areas, clubhouses and meeting rooms and Association offices;

(3) Lakes, beaches, swimming pools, athletic fields, racquet sports courts and related facilities;

(4) Security, maintenance, fire prevention, telephone lines, conduits, water, well, sewer and waste control plants, buildings and related facilities, cable television and its appurtenances;

(5) Gardens, open space, fields, ponds and landscaped areas.

Section 4. Extent of Members Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

a. The right of the Association, in accordance with its Bylaws, to borrow money for the purpose of improving and/or maintaining the Common Properties and providing services authorized herein and in aid thereof to mortgage said properties and pledge the revenues of the Association; and

b. The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosures; and

c. The right of the Association, to suspend all voting rights and all other rights and easements of enjoyment of any Member, lessee, invitee or guest of any Member for any period during which the payment of any assessment against property owned by such Member remains delinquent, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations, without waiver or discharge of the member's obligation to pay the assessment; provided however the Association may not deny any Member or any of Member's lessees, invitees or guests right of ingress and egress to his Residential Dwelling Unit.

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d. The right of the Association to adopt, amend and enforce reasonable rules and regulations pertaining to the use of Common Properties and any facilities included therein.

e. The right to deny ingress to any person who in the opinion of Declarant may create or participate in a disturbance or nuisance on any part of the Property or the Community. The Declarant and the Association shall have the right, but no obligation, from time to time to control and regulate all types of traffic on the Common Roads including the right to regulate speed of vehicles and to prohibit use of the Common Roads by traffic or vehicles which would or might result in damage to Common Roads or pavement (other than vehicles used in construction of improvements upon the Property or the Community) or other improvements thereon or create a nuisance for the Members, and the right but no obligation to control and permit or prohibit parking on all or any part of the Common Roads or Common Properties. The Declarant or the Association shall have the right but no obligation to remove or require the removal of any fence, wall, hedge, shrub, bush, tree, or other thing natural or artificial placed or located within the Property if the location of the same will in the sole judgment and opinion of Declarant or the Board of Directors, obstruct the vision of a motorist upon any of the Common Roads. The Declarant shall have the right to redesignate, relocate or close any part of the Common Roads without the consent or joinder of any party so long as no Residential Dwelling Unit within the Property is denied reasonable access to a public dedicated street or highway by such redesignation, relocation or closure.

f. The right of the Declarant or the Association by its Board of Directors to dedicate or transfer to any public or private utility or public authority, utility or drainage easements on any part of the Common Properties or to dedicate the Common Roads; and

g. The right of the Association to give or sell all or any part of the Common Properties to any public agency, authority, public service district, utility or private concern for such purposes and subject to such conditions as may be agreed to by the Members, if authorized by the affirmative vote of three-fourths (3/4) of the votes cast at a duly called meeting of the Association. A certified copy of the resolution authorizing such action made and acknowledged by the Association's President or Vice President and Secretary or Assistant Secretary shall be conclusive evidence of authorization by the membership.

h. The right of the Association to establish and collect charges with classifications for varying uses and types of users for the use of Common Properties to assist the Association in defraying the costs and expenses of the Association associated with such Common Properties.

i. The right of the Association to establish varying penalties for non-compliance with the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association and the rules and regulations established by the Association and to impose such fines for violations against a member as a special assessment pursuant to the provisions for collection of assessments.

**ARTICLE V**  
**Covenants for Assessments.**

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Residential Dwelling Unit as a Member of the Association, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association:

- (a) annual assessments or charges; and
- (b) special assessments or charges for the purposes set forth in this Article, such assessment to be fixed, established and collected from time to time as hereinafter provided.

All assessments together with such interest thereon and attorneys' fees and expenses and costs of collection as hereinafter provided, shall be a charge and continuing lien upon the real property and improvements against which such assessments are made. Each such assessment, together with such interest and costs of collection shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a Residential Dwelling Unit, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment. No owner of a Residential Dwelling Unit shall be excused from the obligation to pay such assessments by waiving the owners rights to use the Common Roads and Common Properties.

Section 2. Purpose of Assessment. The annual assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement, enlargement, management and operation of the Common Roads and Common Properties, and to provide any of the functions or services of the Association authorized under Article VI.

Section 3. Basis of Assessment. The Board shall establish an Annual Budget in advance for each fiscal year which shall estimate all expenses for the forthcoming fiscal year required for the proper operation, management and maintenance of the Community, including, when deemed necessary or advisable by the Board, a reasonable allowance for contingencies and reserves and shall estimate all income to be collected during the year. Upon adoption of each annual budget by the Board, copies thereof shall be delivered to each Member, and the assessment for the year shall be based upon such Budget. In order to establish the assessment for each Member, the total Budget shall be divided by the number of Residential Dwelling Units in existence at the time the assessment is established, each member shall pay an equal amount.

Failure to deliver a copy of the Budget to a Unit Owner shall, however, not affect the liability of such Owner for such assessment.

Section 4. Reserve Fund. The Board, in establishing each Annual Budget, may include therein a sum to be collected and maintained as a reserve fund for the capital expenditures, deferred maintenance and replacement of

Common Elements and personal property held for the joint use and benefit of the Members. The amount to be reserved shall be determined by the Board of Directors and subject to the approval of the members of the annual meeting.

Section 5. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association. If any assessment is not paid on or before the past-due date, then such assessment shall become delinquent. If the assessment is not paid within thirty (30) days after the past due date, the Association may bring an action at law against the Member personally and may proceed to enforce the lien created hereby by foreclosure or by any other proceeding in equity or at law. There shall be added to the amount of such assessment and the amount secured by such lien, the attorney's fees involved in the costs of preparing, filing, administering, prosecuting, and satisfying the lien, and in the event a judgment is obtained, such judgment shall include interest on the assessment from the past due date at the highest legal rate and the attorney's fee as stated above together with the costs of the action.

Section 6. Subordination of the Lien to Mortgages. The lien of the Association shall be effective from and after recording, in the public records of Duval County; a claim of lien stating the description of the Unit encumbered thereby, the name of the record owner, the amount and the date when due, and shall continue in effect until all sums secured thereby shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record at the expense of the Unit Owner. The lien of the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording the Association's claim of lien, except that the lien of the Association for tax or special assessment advances made by the Association where any taxing authority having jurisdiction levies any tax or special assessment against the Condominium as an entirety instead of levying the same against each unit and its appurtenant undivided interests in Common Elements, shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to the Association's claim of lien therefore, and the Association's claim of lien for collection of such portion of any tax or special assessment shall specifically designate that the same secures an assessment levied pursuant to this Declaration.

Section 7. Annual Statements. The President, Treasurer, or such other officer as may have custody of the funds of the Association shall annually, within ninety (90) days after the close of the fiscal year of the Association, prepare and execute a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. Such statement shall be audited and certified by a Certified Public Accountant in accordance with generally acceptable principles of accounting. Such Officer shall furnish to each Member of the Association who may make request therefor in writing, a copy of such statement, within thirty (30) days after receipt of such request. The relevant

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financial books and records of the Association shall be available for inspection at the Associations offices by Members for a proper purpose, within a reasonable time of written notice to the Treasurer of the Association setting forth the purpose of such inspection. Such inspection shall be conducted during normal business hours of the Association.

Section 8. No Election of Remedies. Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent it from thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

Section 9. Developer's Liability for Assessment. The Developer shall pay 25% of the monthly assessments for each Residential Dwelling Unit it owns or shall fund any deficit in the operating expenses of the Association whichever is the greater.

## ARTICLE VI

Functions of Association

Section 1. Functions and Services of Association. The Association shall provide the following functions and services to its Members to the extent permitted by the government of Duval County, Florida:

- a. Maintenance and reconstruction of all Common Property and Common Roads including roadway medians and landscaping ~~Common Road~~ right-of-ways;
- b. Maintenance of lakes, lagoons, shorelines, waterways, channels, markers, drainage and irrigation systems serving the Property, not maintained by other associations, whether or not any or all of said properties have been transferred to the Association as Common Property;
- c. Lighting of Common Roads;
- d. Insect, pest and woods fire control to the extent that it is necessary or desirable in the judgment of the Board of Directors to supplement the service provided by state and local governments (This shall not include interior pest extermination);
- e. To provide administrative services, including, legal, accounting and financial services to the Association;
- f. ~~except Common Property and Common Roads conveyed to the Association by Declarant.~~
- g. To provide liability and hazard insurance covering improvements and activities on the Common Properties.
- h. To pay taxes assessed against Common Properties and upon request of Member or Institutional Mortgagees to furnish evidence of such payment.

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i. To provide reasonable rules and regulations to control use and enjoyment of Common Roads, vehicular traffic within the Community for the health, safety or welfare of persons within the Community, including if deemed necessary or desirable by the Board of Directors, to construct, operate and maintain secured access gates restricting vehicular traffic into the Property, except for Declarant, Members of the Association and their guests, employees, invitees, customers, agents or independent contractors.

j. To enforce the provisions of this declaration and the articles of incorporation and bylaws of the Association as well as covenants, conditions or restrictions or declaration of condominium affecting any Residential Dwelling Unit, if not enforced by the association or associations responsible therefor.

Section 2. Authorized Functions of Association.

The Association shall be authorized, but shall not be required, to provide the following services to the Property which shall be provided to the Association at the discretion of the Board of Directors, to the extent the Board deems such services to be necessary and appropriate and to the extent permitted by the government of Duval County, Florida:

a. Fire protection and prevention to the extent that such service is not provided by state or local governments;

b. Improvement of fishing available to Members within the Properties;

c. ~~To~~ provide day care and child care services;

d. To conduct recreation, sports, craft and cultural programs of interest to Members, their invitees and guests;

e. To provide safety equipment for storm emergencies;

f. To construct improvements on the common properties for use for any of the purposes as may be required to provide this service authorized under this Article;

g. To permit communication services informing Members of activities

h. To provide, conduct or maintain water pollution control;

i. To provide tennis, playgrounds, tennis and golf facilities, historic parks, nature interpretative center, wildlife areas and fishing facilities serving the Property; and

j. To provide sidewalks, walking paths, or trails, bicycle paths and nature paths and wilderness canoe path.

k. Maintenance of public properties located within reasonable proximity to the Property such that deterioration would affect the appearance of the Property as a whole;

l. To take any and all actions necessary to enforce this Declaration and the covenants and restrictions affecting the Properties and perform any of the functions or services delegated to the Association in any other covenants or restrictions applicable to the Property.

m. To provide reasonable rules and regulations for pet control within the Property and to provide facilities and personnel to enforce such rules and regulations.

n. To provide a central identification system with vehicular stickers and identification cards as a part of security protection and vehicular access control.

o. To provide such other services or to exercise any right or privilege which in the judgment of the Board of Directors, are necessary or desirable to carry out the Association's duties under the terms of this Declaration and to keep any Common Property or other property serving the Members of the Association neat and attractive and to preserve or enhance its value, to eliminate fire, health, or safety hazards and such other services or facilities which in the judgment of the Board of Directors may be of general benefit to the Members and the Property.

Section 3. Ownership and Maintenance of Common Property. The Association shall be authorized to own and/or maintain Common Property and equipment, furnishings and improvements as may be necessary in the opinion of the Board of Directors to provide the services and functions of the Association as set forth in this Article VI.

Section 4. Delegation of Services of the Association. The Association and its Board of Directors shall be authorized to cause any of the mandatory or authorized functions or optional services as described in Sections 1 and 2 of this Article to be provided by a private company, including any affiliate of Declarant, public agency, or publicly regulated authority or agency which in the opinion of the Board, shall make such services available in a reasonable manner to the Association and its Members.

Section 5. Condominium or other Associations. If for any reason any Condominium or other Association refuses to perform the obligations imposed on it under the terms and provisions of the articles of incorporation, bylaws or recorded declaration or covenants and restrictions of such association, including but not limited to the collection of assessments necessary to maintain the applicable property in a first class and attractive manner consistent in all respects with good property management, the Association or the Declarant shall be, and is hereby authorized to act for and on behalf of such association in such respect that the association has refused or failed to act and any expenses thereby incurred by the Association shall be reimbursed by the non-performing association and shall be assessed as a special assessment against the units under the jurisdiction of that association. The association shall provide notice to the Association and/or the Member responsible for such violation and a reasonable time to remedy the violation except that the Association may, without notice make such emergency repairs and maintenance as may be necessary in its sole judgment for the health, safety or welfare of persons or property within the Property. The Association, by or through its duly authorized agents, employees or contractors after such notice and time to remedy, may take such actions



to maintain or repair the grounds or improvements in violation or to remedy the violation as the Board of Directors deems necessary or desirable in its sole discretion. Neither the Association, Declarant nor any of their respective directors, officers, agents, employees or contractors shall be liable for any incidental or consequential damages for failure to inspect any land or improvements within the property or for any personal injury or property damage or other incidental or consequential damages occasioned by any non-negligent act or omission in the remedy of any such violation or repair or maintenance of any grounds or improvements. Declarant hereby reserves a license and easement for the benefit of the Declarant and Association over the Property for purposes of maintenance, repair and enforcement as provided for herein. The Association may, in addition to making its own determination of violations, respond to complaints received as to violations. If the Board of Directors notifies a violator of a violation and the violation is not expeditiously terminated or remedied, the Association may engage legal counsel to bring any and all appropriate actions in law or equity including any appeals to correct such violation and if the Association is the prevailing party, to assess legal fees, costs and expenses against the violator as a special assessment against the violator's unit or units.

Section 6. Reduction of Service. So long as Declarant is engaged in the development of the Property or lands included within the Commitments, the Association shall not reduce the level of its services below the minimum level as established by the Board of Directors during the first three (3) years of operation of the Association.

Section 7. Obligations of the Association. The extent of the functions and services to be carried out by the Association at any particular time, including the extent of required services of the Association, shall be determined by the Board of Directors taking into consideration the funds available to the Association and the needs of its Members. The functions and services which the Association is authorized to provide under this Article may be added to or reduced at any time upon the affirmative vote of fifty-one (51%) percent of the total membership voting in person or by proxy or by Referendum; provided however that so long as Declarant is engaged in the development of property subject to the terms of this Declaration or in the Community, any reduction in service as described herein shall require the prior written consent of Declarant.

Section 8. Management. The Board of Directors shall have the right to designate such party, including Declarant or any affiliate of Declarant, as the Board of Directors shall select to act as a manager to provide or cause to be provided, the services for which assessments are made hereunder as set forth in this Article. Any such manager shall be entitled to a reasonable management fee for the provision of such services, which fee shall be part of the annual assessment set forth in Article V hereof.

#### ARTICLE VII

##### Architectural Control

Section 1. Architectural Review. No building, wall, fence, swimming pool, or other structure or facility of any kind or nature shall be commenced, erected, or maintained upon the property subject to this Declaration, nor shall any landscaping be done, nor shall any exterior addition to any

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existing structure or change or alteration therein, be made until the plans and specifications therefor showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony and compatibility of its external design and location, with the surrounding structures and topography, by the Association's Architectural Review Board. This paragraph shall not apply to any Property utilized by a governmental entity or institution or any property of the Declarant. The Architectural Review Board shall be composed of those persons as described in the Bylaws of the Association.

ARTICLE VIIIUtility Easements and Other Easements

Section 1. Utility Easements. The Declarant hereby reserves a blanket easement for the benefit of the Declarant or its designees, upon, across, over, through, and under any portion of the Property for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and service systems, including cable television, public and private.

Section 2. Declarant's Easement to Correct Drainage. Declarant hereby reserves a blanket easement and right on, over and under the ground within the Property to maintain and to correct drainage of surface water and other erosion controls in order to maintain reasonable standards of health, safety and appearance.

Section 3. Easement for Unintentional Encroachment. The Declarant hereby reserves an exclusive easement for the unintentional and non-negligent encroachment by any Residential Dwelling Unit upon the Common Property or vice versa, caused by or resulting from construction, reconstruction, repair, shifting, settlement or movement of any portion of the Property, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Property, to the extent of such encroachment.

ARTICLE IXRights of Institutional Mortgagees

Section 1. Notices. Any Institutional Mortgagee of a portion of the Property who makes a request in writing to the Association for the items provided in this section shall have the following rights:

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

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

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c. To be given notice of default by any Member owning any Property encumbered by a mortgage held by such mortgagee, such notice to be given in writing and to be sent to the principal office of such Mortgagee or to the place which it or they may designate in writing to the Association.

d. To examine the books and records of the Association upon reasonable notice during ordinary working hours.

Section 2. Taxes and Other Charges. In the event the Association fails to pay, when due, taxes assessed against the Common Property or premiums of insurance covering the improvements on the Common Property, then any one or more of said Institutional Mortgagees may pay such taxes or insurance premiums, and the Association shall be obligated to reimburse such Mortgagees for such payments, and until paid, the same shall constitute a lien upon the Common Property in favor of the party or parties, entity or entities, paying same, which said lien may be enforced in a court of competent jurisdiction of the State of Florida in the same manner as a judgment lien may be enforced.

ARTICLE X

General Provisions.

Section 1. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, the Declarant or the Owner of any Property, their respective legal representatives, heirs, successors, and assigns, for a period of forty (40) years from the date this Declaration is recorded. Upon the expiration of said forty (40) year period, this Declaration may be extended for successive additional ten (year) periods unless three-fourths (3/4) of the vote of a duly held meeting of the Association vote in favor of terminating this Declaration. The written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, shall set forth the fact that such a proposal will be considered. The President and Secretary of the Association shall execute a certificate which shall set forth any Resolution of Termination adopted by the Association and the date of the meeting of the Association at which such Resolution was adopted. Said certificate shall be recorded in the Duval County Public Records.

Section 2. Amendments. The Declarant specifically reserves the right to amend this Declaration or the Articles or Bylaws of the Association or any portion hereof, on its own motion, from the date hereof until the Declarant is no longer in control of the Association. In particular, until January 1, 1990, Declarant reserves the right to make such changes as may be necessary or desirable to obtain the Federal National Mortgage Association, Veteran's Administration and Government National Mortgage Association or other mortgage lending institutions acceptance and approval of this Declaration for all lending purposes or to obtain the insurance companies approval of the Declaration for title and conveyance matters. In addition for so long as the Declarant is in control of the Association any amendment or change to this Declaration, the Articles or Bylaws or any exercise of any right reserved hereunder must be approved by the Federal Housing Administration and the Veterans Administration. Thereafter, the procedure for amendment shall be as follows:

All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association after proper notice and any such proposed amendment shall be deemed approved if seventy-five percent

(75%) of the votes cast at such meeting vote in favor of such proposed amendment and approval of Institutional Mortgagees holding mortgages on more than five (5) Residential Dwelling Units. If such amendment affects the rights of the Declarant or its successors and assigns, the amendment must be approved in writing by Declarant or its successors or assigns. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an Addendum to this Declaration which shall set forth the amendment, the effective date of the amendment and the date of the meeting of the Association at which such Amendment was adopted. Such Amendment shall be recorded in the Duval County public records.

Section 3. Notices. Any notice required to be sent to any Member under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the address appearing on the Association's Membership List. Notice to one (1) of two (2) or more co-owners or co-tenants of any Property shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes a Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 4. Enforcement. Enforcement of this Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any provision, either to restrain violation or to recover damages, and against the land to enforce and lien created hereby; and failure by the Association or any Member or the Declarant to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 5. Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be invalid or unenforceable, for any reason, by the adjudication of any Court or other tribunal having jurisdiction over the parties or subject matter of this Declaration, such judgment shall not affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. Interpretation. The Board of Directors shall have the right to determine all questions arising in connection with this Declaration, and to construe and interpret its provisions, and its determination shall be binding. In all cases, the provisions of this Declaration shall be given that interpretation that will best tend toward the consummation of the general plan of development in accordance with the Declaration.

Section 7. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Declarant contemplated under this Declaration, the Declarant shall not be liable to an Owner or to any other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any

such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted, or withheld.

Section 8. Affect of Declaration. Notwithstanding anything contained in this Declaration to the contrary, neither this Declaration nor any term or provision hereof shall constitute a defect, encumbrance, lien or cloud upon the title of any portion of the property constituting Village Green at Baymeadows Community or any adjacent property other than the real property as described on Exhibit A attached, until such time as this Declaration is specifically supplemented to include such additional property by recording of a supplementary declaration as to such property in the public records of Duval County, Florida as provided in Article II hereof.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Rudolph Kene  
Diane L. Heidrich

BAYMEADOWS PROPERTIES, LTD.  
By Southern Condominium  
Developers, Inc., Its General  
Partner

By Roger M. O'Steen  
Its President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me  
this 5th day of August, 1983, by Roger M. O'Steen,  
the Vice President of Southern Condominium Developers, Inc.,  
general partner of Baymeadows Properties, Ltd., on behalf of  
the partnership.

Rudolph Kene  
Notary Public, State of Florida

My Commission Expires:



5685 712  
OFFICIAL RECORDS

CONSENT AND JOINDER OF MORTGAGEE

Barnett Bank of Jacksonville, N.A., ("Mortgagee") is the mortgagee under mortgage ("Mortgage") recorded in the public records of Duval County, Florida in Official Records Book 5606, at Page 524. Mortgagee joins in this Village Green at Baymeadows Declaration of Covenants, Conditions and Restrictions dated August 5, 1983, to evidence its consent and joinder to the provisions hereof and its intent that its security interests be subordinated hereto. Mortgagee hereby agrees that such security interests are subordinate and inferior to this Declaration of Covenants, Conditions and Restrictions.

Signed, sealed and delivered  
in the presence of:

BARNETT BANK OF JACKSONVILLE,  
N.A.

Elizabeth W. Palm  
Lisa Brock

By: [Signature]  
Robert M. Dart

STATE OF  
COUNTY OF

The foregoing instrument was acknowledged before me  
this 9th day of August, 1983, by Robert M. Dart as Vice  
President on behalf of the bank.

Elizabeth W. Palm  
Notary Public, State of  
Florida  
My Commission Expires May 16, 1987  
NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires May 16, 1987

Vol 5526, 713  
OFFICIAL RECORDS

CONSENT AND JOINDER OF MORTGAGEE

Southeast Bank, N.A. ("Mortgagee") is the mortgage under that certain mortgage dated April 21, 1982 and recorded in Official Records Volume 5526, page 169 in the current public records of Duval County, Florida as modified ("Mortgage"). Pursuant to that certain Partial Release and Substitution Agreement recorded in Official Records Volume 5606, page 471 of the current public records of Duval County, Florida Mortgagee was granted a mortgage on a non-exclusive easement which serves the property subject to the Village Green at Baymeadows Declaration of Covenants, Conditions and Restrictions ("Declaration of Covenants"). Mortgagee hereby joins in this Declaration of Covenants for the purpose of subordinating the lien of its Mortgage to the rights of ingress and egress of property owners within the Village Green at Baymeadows pursuant to that certain Grant of Easement to be recorded in the public records of Duval County, Florida.

Signed, sealed and  
delivered in the  
presence of:

SOUTHEAST BANK, N.A.

James S. Butler  
Kim D. Barrett

By: John J. Jones  
Its Vice President

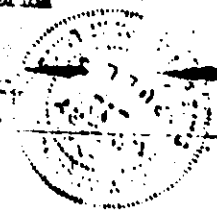
STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 10th day of August, 1983 by John J. Jones the Vice President of Southeast Bank, N.A., on behalf of the bank.

Mary A. Bauer  
Notary Public, State of Florida

My Commission expires:



## EXHIBIT A

## LEGAL DESCRIPTION

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## Condominium Parcel

PHASE 1:

A portion of Section 56, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeasterly corner of Section 14, said Township 3 South, Range 27 East; thence North 89°47'34" West, 1772.35 feet, to the corner common to said Sections 14 and 56 and Section 23 of said Township 3 South, Range 27 East; thence North 07°02'54" East along the line dividing said Section 14 and 56, a distance of 253.26 feet; thence North 86°10'00" West, 126.50 feet; thence South 41°34'00" West, 742.94 feet; thence South 48°26'00" East, 145.00 feet; thence South 49°00'51" West, 56.47 feet; thence North 85°59'50" West, 75.00 feet; thence South 04°00'10" West, 180.00 feet; thence South 85°59'50" East, 184.73 feet; thence South 07°44'30" East, 80.62 feet; thence North 81°31'50" East, 292.75 feet; thence South 00°37'00" East, 285.00 feet; thence South 41°45'21" West, 385.78 feet; thence North 85°59'19" West, 272.79 feet, to the POINT OF BEGINNING; thence continue North 85°59'19" West, 325.00 feet; thence North 13°43'10" East, 234.59 feet, to the point of curvature of a curve to the left; thence along and around the arc of a curve concave Northwesterly and having a radius of 60.00 feet, an arc distance to 67.93 feet, said arc being subtended by a chord bearing and distance of North 18°42'52" West, 64.36 feet, to a point on said curve; thence North 15°30'00" West, 19.50 feet; thence North 86°30'00" East, 305.00 feet; thence South 39°44'26" East, 86.39 feet; thence South 13°00'00" West, 290.00 feet, to the POINT OF BEGINNING.

PARCEL "B" (ACCESS EASEMENT):

A portion of Section 56, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeasterly corner of Section 14, said Township 3 South, Range 27 East; thence North 89°47'34" West, 1772.35 feet, to the corner common to said Sections 14 and 56, and Section 23, of said Township 3 South, Range 27 East; thence North 07°02'54" East along the line dividing said Sections 14 and 56, a distance of 253.26 feet; thence North 86°10'00" West, 126.50 feet; thence South 41°34'00" West, 742.94 feet; thence South 48°26'00" East, 145.00 feet; thence South 49°00'51" West, 56.47 feet; thence North 85°59'50" West, 75.00 feet, to the POINT OF BEGINNING; thence continue North 85°59'50" West, 145.00 feet, to the point of curvature of a curve to the left; thence along and around the arc of a curve concave Southerly and having a radius of 110.00 feet, an arc distance of 100.67 feet, said arc being subtended by a chord bearing and distance of South 67°47'03" West, 97.19 feet, to the point of tangency of said curve; thence South 41°34'00" West, 413.91 feet, to the intersection of a curve leading Southeasterly; thence along and around the arc of a curve concave Southeasterly and having a radius of 190.82 feet, an arc distance of 106.51 feet, said arc being subtended by a chord bearing and distance of South 00°29'24" West, 105.13 feet, to the point of tangency of said curve; thence South 15°30'00" East, 38.83 feet, to the point of curvature of a curve to the left; thence along and around the arc of a curve concave Southeasterly and having a radius of 60.00 feet, an arc distance of 37.33 feet, said arc being



subtended by a chord bearing and distance of South 33°19'27" East, 36.73 feet, to a point on said curve; thence South 13°43'10" West, 244.86 feet; thence South 85°59'19" East, 60.87 feet; thence North 13°43'10" East, 234.79 feet, to the point of curvature of a curve to the left; thence along and around the arc of a curve concave Westerly and having a radius of 50.00 feet, an arc distance of 67.93 feet, said arc being subtended by a chord bearing and distance of North 18°42'52" West, 64.36 feet, to a point on said curve; thence North 15°30'00" West, 38.82 feet, to the point of curvature of a curve to the right; thence along and around the arc of a curve concave Southeasterly and having a radius of 130.82 feet, an arc distance of 60.86 feet, said arc being subtended by a chord bearing and distance of North 02°10'23" West, 60.31 feet, to a point of said curve; thence North 41°34'00" East, 401.23 feet, to a point of curvature of a curve to the right; thence along and around the arc of a curve concave Southerly and having a radius of 50.00 feet, an arc distance of 45.76 feet, said arc being subtended by a chord bearing and distance of North 67°47'05" East, 44.18 feet, to the point of tangency of said curve; thence South 85°59'50" East, 44.52 feet; thence North 04°00'10" East, 60.00 feet, to the POINT OF BEGINNING.

Parcel "C" (Recreation Land):

A portion of Section 56, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeast corner of Section 14, said Township 3 South, Range 27 East; thence North 89°47'34" West, 1772.35 feet, to the corner common to said Section 14 and 56, and Section 23, of said Township 3 South, Range 27 East; thence North 07°02'54" East, along the line dividing said Sections 14 and 56, a distance of 253.26 feet; thence North 86°10'00" West, 126.50 feet; thence South 41°34'00" West, 742.94 feet, to the POINT OF BEGINNING; thence South 43°26'00" East, 145.00 feet; thence South 49°00'51" West, 56.47 feet; thence North 85°59'50" West, 119.52 feet, to the point of curvature of a curve to the left; thence along and around the arc of a curve concave Southerly and having a radius of 110.00 feet, an arc distance of 100.67 feet, said arc being subtended by a chord bearing and distance of South 67°47'05" West, 97.19 feet, to the point of tangency of said curve; thence on a forward tangent of said curve bearing North 41°34'00" East, 216.05 feet, to the POINT OF BEGINNING.

Containing 0.36 acres, more or less.

## EXHIBIT A

VILLAGE GREEN AT BAYMEADOWS ONE,  
A CONDOMINIUM

6085- 716

OFFICIAL RECORDS

Land for Subsequent Phases:

A portion of Section 56, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeasterly corner of Section 14, said Township 3 South, Range 27 East; thence North 89°47'34" West, 1772.35 feet, to the corner common to said Section 14 and 56, and Section 23, of said Township 3 South, Range 27 East; thence North 07°02'54" East along the line dividing said Sections 14 and 56, a distance of 253.26 feet; thence North 86°10'00" West, 126.50 feet; thence South 41°34'00" West, 742.94 feet; thence South 48°26'00" East, 145.00 feet; thence South 49°00'51" West, 56.47 feet; thence North 85°59'50" West, 75.00 feet; thence South 04°00'10" West, 60.00 feet, to the POINT OF BEGINNING; thence continue South 04°00'10" West, 120.00 feet; thence South 85°59'50" East, 184.73 feet; thence South 07°44'30" East, 80.62 feet; thence North 81°31'50" East, 292.75 feet; thence South 00°37'00" East, 285.00 feet; thence South 41°45'21" West, 385.78 feet; thence North 85°59'19" West, 272.79 feet; thence North 13°00'00" East, 290.00 feet; thence North 39°44'26" West, 86.39 feet; thence South 86°30'00" West, 305.00 feet; thence North 15°30'00" West, 19.32 feet to a point of curvature of a curve to the right; thence along and around the arc of a curve concave Southeasterly and having a radius of 130.82 feet, an arc distance of 60.86 feet, said arc being subtended by a chord bearing and distance of North 02°10'23" West, 60.31 feet, to a point of said curve; thence North 41°34'00" East, 401.22 feet, to a point of curvature of a curve to the right thence along and around the arc of a curve concave Southerly and having a radius of 50 feet, an arc distance of 45.76 feet, said arc being subtended by a chord bearing and distance of North 67°47'05" East, 44.18 feet, to the point of tangency of said curve; thence South 85°59'50" East, 44.52 feet, to the POINT OF BEGINNING.

Containing 7.64 acres, more or less.

83- 62426  
AUG 11 4 36 PM '83

RECORDED  
INDEXED  
FILED  
AUG 11 1983  
CLERK OF THE COUNTY OF DUVAL, FLORIDA

SUPPLEMENTAL VILLAGE GREEN  
AT BAYMEADOWS DECLARATION  
OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

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This Supplemental Declaration is made this 5th day of July, 1984, by BAYMEADOWS PROPERTIES, LTD., a Florida limited partnership ("Declarant").

RECITALS:

A. Declarant has subjected to that certain Village Green at Baymeadows Declaration of Covenants, Conditions and Restrictions, recorded in Official Records Volume 5685, page 694 of the public records of Duval County, Florida ("Declaration"), the property more specifically described therein for the purposes described in the Declaration.

B. In accordance with Article II, Section 2 of the Declaration, Declarant has a right to subject additional property to the Declaration for the purposes described therein by recording a supplemental declaration in the public records of Duval County, Florida.

DECLARATION:

NOW, THEREFORE, Declarant hereby declares that the property as described on Exhibit A attached hereto and made a part hereof ("Property") shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions contained in the Declaration, which easements, restrictions, covenants and conditions shall run with title to the Property and be binding upon all parties having any right title or interest in the property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof and the Declarant.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Virginia R. Kirby  
Linda M. Hannon

BAYMEADOWS PROPERTIES, LTD.  
By Southern Condominium  
Developers, Inc., Its  
General Partner

By Allen A. Hall  
Its Vice President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 5th day of July, 1984, by Allen A. Hall, the Vice President of Southern Condominium Developers, Inc., general partner of Baymeadows Properties, Ltd., a Florida limited partnership, on behalf of the partnership.

Virginia R. Kirby  
Notary Public, State of  
Florida

My Commission Expires:

317  
NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Dec. 4, 1989

PROVINCE, BY AND RETURN TO  
LINDA M. HANNON, ATTORNEY  
FOR SOUTHERN CONDOMINIUM  
DEVELOPERS, INC., 1000  
N. CENTRAL EXPRESS  
HIGHWAY, SUITE 1000  
JACKSONVILLE, FLORIDA 32202

VOL 5828 PG 670

EXHIBIT A  
SUPPLEMENTAL DECLARATION  
VILLAGE GREEN AT BAYMEADOWS

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A portion of Section 36, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeast corner of Section 14, said Township 3 South, Range 27 East; thence North 39°31'36" West, along the line dividing said Section 14 and Section 13, said Township 3 South, Range 27 East, 1491.61 feet; thence North 44°31'54" West, 353.57 feet, to the Westerly line of said Section 14; thence North 85°16'44" West, 127.20 feet; thence South 41°34'00" West, 742.94 feet; thence South 48°26'00" East, 145.00 feet; thence South 49°00'51" West, 56.47 feet; thence South 85°59'50" East, 75.00 feet; thence South 04°00'10" West, 62.63 feet, to the POINT OF BEGINNING; thence continue South 04°00'10" West, 117.35 feet; thence South 85°59'50" East, 184.73 feet, to the Northwesterly corner of those lands described as Golf Course Parcel Tract VII, as recorded in Official Records Volume 3060, Page 345, of the Current Public Records of said County; thence North 76°08'35" East, along the Northerly line of said lands, 168.42 feet; thence North 13°51'25" West, 79.02 feet; thence North 76°08'35" East, 4.67 feet; thence North 13°51'25" West, 48.00 feet; thence South 76°08'35" West, 14.70 feet; thence North 48°26'00" West, 114.50 feet, to an intersection with the arc of a curve leading Southwesterly; thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 563.89 feet, an arc distance of 12.00 feet, said arc being subtended by a chord bearing and distance of South 41°30'42" West, 12.00 feet; thence South 41°34'00" West, 62.60 feet; thence South 49°00'51" West, 60.40 feet, to the point of curvature of a curve to the right; thence Southwesterly along and around the arc of a curve concave Northwesterly and having a radius of 60.00 feet, an arc distance of 24.97 feet, said arc being subtended by a chord bearing and distance of South 60°56'05" West, 24.79 feet, to the point of compound curvature of a curve leading Westerly; thence Westerly along and around the arc of a curve concave Northerly and having a radius of 163.945 feet, an arc distance of 98.34 feet, said arc being subtended by a chord bearing and distance of North 89°57'35" West, 96.88 feet to the POINT OF BEGINNING.

PARCEL "E" (ACCESS EASEMENT)

A portion of Section 36, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeasterly corner of Section 14, said Township 3 South, Range 27 East; thence North 39°31'36" West, 1491.61 feet; thence North 44°31'54" West, 353.57 feet, to the Westerly line of said Section 14; thence North 85°16'44" West, 127.20 feet; thence South 41°34'00" West, 742.94 feet; thence South 48°26'00" East, 145.00 to the POINT OF BEGINNING; thence South 49°00'51" West, 56.47 feet to the intersection with an arc of curve leading Westerly; thence Westerly along and around the arc of a curve concave Northerly and having a radius of 103.94 feet, an arc distance of 76.73 feet, said arc being subtended by a chord bearing and distance of North 85°59'50" West, 75.00 feet, to a point on said curve; thence South 04°00'10" West, 62.63 feet, to an intersection with the arc of a curve leading Easterly; thence Easterly along and around the arc of a curve concave Northerly and having a radius of 163.945 feet, an arc distance of 98.34 feet, said arc being subtended by a chord bearing and distance of South 89°57'35" East, 96.88 feet, to the point of compound curvature of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve

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concave Northwesternly and having a radius of 60.00 feet, an arc distance of 24.97 feet, said arc being subtended by a chord bearing and distance of North 60°56'05" East, 24.79 feet, to the point of tangency of said curve; thence North 49°00'51" East, 50.40 feet; thence North 41°34'00" East, 62.60 feet, to the point of curvature of a curve to the right; thence Northeastarily along and around the arc of a curve concave Southeastarily and having a radius of 363.89 feet, an arc distance of 102.73 feet, said arc being subtended by a chord bearing and distance of North 49°19'30" East, 102.44 feet to the point of tangency of said curve; thence North 57°45'00" East, 53.50 feet; thence North 32°15'00" West, 60.00 feet; thence South 57°45'00" West, 53.50 feet, to the point of curvature of a curve to the left; thence Southwesterly along and around the arc of a curve concave Southeastarily and having a radius of 423.39 feet, an arc distance of 119.73 feet, said arc being subtended by a chord bearing and distance of South 49°39'30" West, 119.33 feet, to the point of tangency of said curve; thence South 41°34'00" West, 58.72 feet, to the POINT OF BEGINNING.

PARCEL "F" (RECREATION LAND)

A portion of Section 56, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeastarily corner of Section 14, said Township 3 South, Range 27 East; thence North 89°11'36" West, along the line dividing said Section 14 and Section 23, said Township 3 South, Range 27 East, 1491.61 feet; thence North 44°31'54" West, 353.57 feet, to the Westerly line of said Section 14; thence North 85°16'44" West, 127.20 feet; thence South 41°34'00" West, 613.94 feet to the POINT OF BEGINNING; thence continue South 41°34'00" West, 129.00 feet; thence South 48°26'00" East, 145.00 feet; thence North 41°34'00" East, 58.72 feet to the point of curvature of a curve to the right; thence Northeastarily along and around the arc of a curve concave Southeastarily and having a radius of 423.39 feet, an arc distance of 91.27 feet, said arc being subtended by a chord bearing and distance of North 47°44'06" East, 91.09 feet, to a point on said curve; thence North 48°26'00" West, 76.42 feet; thence South 41°34'00" West, 20.29 feet; thence North 48°26'00" West, 78.37 feet, to the POINT OF BEGINNING.

PARCEL "G"

A portion of Section 56, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeastarily corner of Section 14, said Township 3 South, Range 27 East; thence North 89°11'36" East, along the line dividing said Section 14 and Section 23, said Township 3 South, Range 27 East, 1491.61 feet; thence North 44°31'54" West, 353.57 feet; thence North 35°15'44" West, 127.20 feet; thence South 41°34'00" West, 742.94 feet; thence South 48°26'00" East, 145.00 feet; thence South 49°00'51" West, 56.47 feet, to an intersection with the arc of a curve leading Westerly; thence Westerly along and around the arc of a curve concave Northerly and having a radius of 101.945 feet, an arc distance of 76.73 feet, said arc being subtended by a chord bearing and distance of North 35°59'30" West, 75.00 feet, to a point on said curve; thence South 04°00'10" West, 130.00 feet; thence South 35°59'50" East, 134.73 feet, to the Northwestarily corner of those lands described as Golf Course Parcel Tract VII, and recorded in Official Records Volume 3060, Page 145, of the Current Public Records of said County; thence North 76°08'15" East, along last said line 158.42 feet to the POINT OF BEGINNING; thence continue North 76°08'15" East, along last said line, 149.42 feet; thence North 13°51'25" West, 141.79 feet; thence North 48°26'00" West, 162.05 feet; thence South 37°45'00" West, 51.50 feet, to the point of curvature of a curve to the left; thence Southwesterly along and around the arc of a curve concave Southeastarily and having a radius of 361.89 feet, an arc distance of 90.78 feet, said arc being subtended by a chord bearing and distance of South 50°16'12" West, 90.54 feet, to a point on said curve; thence South 48°26'00" East, 114.50 feet; thence North 76°08'15" East, 14.73 feet; thence South 13°51'25" East, 48.00 feet; thence South 76°08'15" West, 4.67 feet; thence South 13°51'25" East, 79.02 feet to the POINT OF BEGINNING.

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OFFICIAL RECORDS

PARCEL "C"

A portion of Section 36, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeastly corner of Section 14, said Township 3 South, Range 27 East; thence North 89°11'36" West, along the line dividing said Sections 14 and 23, said Township 3 South, Range 27 East, 1491.61 feet; thence North 44°31'54" West, 351.57 feet to the Westerly line of said Section 14; thence North 85°16'44" West, 127.20 feet; thence South 41°34'00" West, 113.94 feet to the POINT OF BEGINNING; thence continue South 41°34'00" West, 295.00 feet; thence South 48°25'00" East, 78.37 feet; thence North 41°34'00" East, 20.29 feet; thence South 48°25'00" East, 76.42 feet, to an intersection with the arc of a curve leading Northeastly; thence Northeastly along and around the arc of a curve concave Southeastly and having a radius of 423.99 feet, an arc distance of 28.46 feet, said arc being subtended by a chord bearing and distance of North 55°49'36" East, 28.45 feet; thence North 37°45'00" East, 33.30 feet, to the point of curvature of a curve to the left; thence Northeastly along and around the arc of a curve concave Northwestly and having a radius of 484.07 feet, an arc distance of 57.93 feet, said arc being subtended by a chord bearing and distance of North 54°19'13" East, 57.90 feet, to the point of tangency of said curve; thence North 50°53'35" East, 141.16 feet; thence North 48°25'00" West, 111.37 feet, to the POINT OF BEGINNING.

54- 66297  
Jul 19 8 40 AM '84

PAID BY RECORDS UNIT  
RECORDS OF DUVAL COUNTY, FLA

*[Signature]*  
CLERK OF DUVAL COUNTY

6080 1563

OFFICIAL RECORDS

SUPPLEMENTAL VILLAGE GREEN  
AT BAYMEADOWS DECLARATION  
OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

This Supplemental Declaration is made this 14<sup>th</sup> day of  
January 1986, by BAYMEADOWS PROPERTIES, LTD., a Florida limited  
partnership ("Declarant").

RECITALS

A. Declarant has subjected to that certain Village Green at  
Baymeadows Declaration of Covenants, Conditions and Restrictions,  
recorded in Official Records Volume 5685, page 694 as Supplemented  
by that certain Supplemental Declaration recorded in Official  
Records Volume 5828, page 669 both in the public records of Duval  
County, Florida ("Declaration"), the property more specifically  
described therein for the purposes described in the Declaration.

B. In accordance with Article II, Section 2 of the Declaration,  
Declarant has a right to subject additional property to the  
Declaration for the purposes described therein by recording a  
supplemental declaration in the public records of Duval County,  
Florida.

DECLARATION:

NOW, THEREFORE, Declarant hereby declares that the  
property as described on Exhibit A attached hereto and made a part  
hereof ("Property") shall be held, sold and conveyed subject to  
the easements, restrictions, covenants and conditions contained in  
the Declaration, which easements, restrictions, covenants and  
conditions shall run with title to the Property and be binding  
upon all parties having any right title or interest in the  
property or any part thereof, their heirs, successors, and assigns  
and shall inure to the benefit of each owner thereof and the  
Declarant.

IN WITNESS WHEREOF, the undersigned have set their hands  
and seals the day and year first above written.

Signed, sealed and delivered  
in the presence of:

*James D. Subert*  
*James L. Davis*

BAYMEADOWS PROPERTIES, LTD  
By Southern Condominium  
Developers, Inc., Its  
General Partner

By *James A. Hall*  
Its Vice President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this  
15<sup>th</sup> day of January, 1986, by James A. Hall  
the Vice President of Southern Condominium Developers, Inc.,  
general partner of Baymeadows Properties, Ltd., a Florida limited  
partnership, on behalf of the partnership.

*James D. Subert*  
Notary Public  
State of Florida  
My Commission Expires

LOK/SUPPLEMENTAL

Notary Public, State of Florida  
My Commission Expires 12-31-1991

6080 1564

OFFICIAL RECORDS

PARCEL "H" (ACCESS EASEMENT)

A portion of Section 23 and 56, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeasterly corner of Section 14, said Township 3 South, Range 27 East; thence North  $89^{\circ}31'36''$  West, along the line dividing said Sections 14 and 23, 1474.85 feet to the POINT OF BEGINNING; thence South  $00^{\circ}28'24''$  West, 60.00 feet; thence North  $89^{\circ}31'36''$  West, 213.73 feet, to the point of curvature of a curve to the left; thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 172.58 feet, an arc distance of 119.22 feet, said arc being subtended by a chord bearing and distance of South  $70^{\circ}41'00''$  West, 116.86 feet to the point of tangency of said curve; thence South  $50^{\circ}53'35''$  West, 246.65 feet, to the point of curvature of a curve to the right; thence Southwesterly along and around the arc of a curve concave Northwesterly and having a radius of 544.07 feet, an arc distance of 65.11 feet, said arc being subtended by a chord bearing and distance of South  $54^{\circ}19'18''$  West, 65.07 feet to the point of tangency of said curve; thence North  $32^{\circ}15'00''$  West, along a radial line, 60.00 feet, to an intersection with the arc of a curve concave Northwesterly and having a radius of 484.07 feet, an arc distance of 57.93 feet, said arc being subtended by a chord bearing and distance of North  $54^{\circ}19'18''$  East, 57.90 feet to the point of tangency of said curve; thence North  $50^{\circ}53'35''$  East, 330.34 feet; thence South  $89^{\circ}31'36''$  East, 297.42 feet to the POINT OF BEGINNING.

Containing 0.93 acres, more or less.

PHASE 3 LANDPARCEL "K"

A portion of Sections 23 and 56, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeasterly corner of Section 14, said Township 3 South, Range 27 East; thence North  $89^{\circ}31'36''$  West, along the line dividing said Sections 14 and 23, a distance of 1474.85 feet; thence South  $00^{\circ}28'24''$  West, 60.00 feet; thence North  $89^{\circ}31'36''$  West, 213.73 feet to the POINT OF BEGINNING, also being the point of curvature of a curve to the left; thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 172.58 feet, an arc distance of 119.22 feet, said arc being subtended by a chord bearing and distance of South  $70^{\circ}41'00''$  West, 116.86 feet; thence South  $50^{\circ}53'35''$  West, 246.65 feet to the point of curvature of a curve to the right; thence Southwesterly along and around the arc of a curve concave Northwesterly and having a radius of 544.07 feet, an arc distance of 65.11 feet, said arc being subtended by a chord bearing and distance of South  $54^{\circ}19'18''$  West, 65.07 feet; thence South  $40^{\circ}26'00''$  West, 162.05 feet; thence South  $11^{\circ}51'25''$  East, 143.79 feet; thence North  $70^{\circ}48'35''$  East, 31.44 feet; thence North  $68^{\circ}24'48''$  East, 313.10 feet; thence North  $21^{\circ}35'12''$  West, 334.81 feet; thence North  $00^{\circ}28'24''$  East, 45.26 feet to the POINT OF BEGINNING.

Containing 2.851 acres, more or less.



PHASE 4 LAND

6050 1565

OFFICIAL RECORDS

PARCEL "L"

A portion of Section 23, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeasterly corner of Section 14, said Township 3 South, Range 27 East; thence North  $89^{\circ}31'36''$  West, along the line dividing said Sections 14 and 23, a distance of 1474.85 feet; thence South  $00^{\circ}28'24''$  West, 60.00 feet to the POINT OF BEGINNING; thence North  $89^{\circ}31'36''$  West, 213.73 feet; thence South  $00^{\circ}28'24''$  West, 45.26 feet; thence South  $21^{\circ}35'12''$  East, 334.81 feet; thence North  $68^{\circ}24'48''$  East, 97.55 feet; thence North  $89^{\circ}37'58''$  East, 92.00 feet; thence North  $06^{\circ}07'49''$  East, 144.61 feet; thence North  $10^{\circ}11'56''$  West, 176.74 feet; thence North  $89^{\circ}31'36''$  West, 75.84 feet to the POINT OF BEGINNING.

Containing 1.966 acres, more or less.

SEE 10841  
FOR FULL DESCRIPTION

VILLAGE GREEN AT BAYMEADOWS

FIRST AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
FOR  
VILLAGE GREEN AT BAYMEADOWS TWO,  
A CONDOMINIUM  
(Phase 2)

VOL 5828 734  
OFFICIAL RECORDS

THIS AMENDMENT is made this 5th day of July, 1984,  
by BAYMEADOWS PROPERTIES, LTD., a Florida limited partnership  
by its general partner, SOUTHERN CONDOMINIUM DEVELOPERS,  
INC., a Florida corporation ("Developer").

RECITALS

1. Developer has subjected certain property to  
condominium form of ownership as more fully described in the  
Declaration of Condominium ("Declaration") for Village Green  
at Baymeadows Two, A Condominium, recorded under Clerks No.  
84-66301 and in the public records of Duval County,  
Florida (referred to herein as "Declaration").

2. Village Green at Baymeadows Two, A Condominium  
("Condominium") is a phased condominium created pursuant to  
Florida Statutes, Section 718.403.

3. Pursuant to the rights and obligations of  
Section 718.403 and the rules and regulations issued in  
connection therewith and the provisions of Section 6.6 and  
Article 22 of the Declaration, the Developer desires to amend  
the Declaration to submit the land contained in Phase 2 to  
the Declaration.

NOW, THEREFORE, in consideration of the premises,  
the Developer hereby amends the Declaration as follows:

1. Exhibit A referred to in Section 1.1 of the  
Declaration is amended to add the land contained within Phase  
2. An Addendum to Exhibit A is attached hereto and made a  
part hereof. All references to Exhibit A herein and the  
Declaration shall mean and refer to the Exhibit A contained  
within the Declaration, together with the Addendum to Exhibit  
A attached hereto.

The Developer hereby submits the land described as  
Phase 2 land on the Addendum to Exhibit A to the Condominium  
form of ownership and use. All references to the Land or  
Condominium Property herein or in the Declaration shall mean  
and refer to the land contained in Phase 1 and Phase 2.

The second sentence of Section 3.1 is hereby  
amended to read as follows:

"The Improvements consist of twelve (12)  
condominium units in Phase 1 located in two one and two-story  
buildings, and twenty-two (22) condominium units in Phase 2,  
located in four one and two-story buildings".

3. The following paragraph is added to Section  
3.2:

The Phase 2 Improvements include four one and  
two-story buildings containing twenty-two (22) units and  
other appurtenant Common Elements and Limited Common  
Elements. The buildings will contain the following number of  
Units in each building:

Building 3 - 4  
Building 4 - 6  
Building 5 - 6

RECORDED BY AND RETURNED TO  
LINDA CONNOR HART, Attorney  
at Law, 1000 N. GULF BLVD., SUITE 1000, FORT LAUDERDALE, FL 33309  
727-400-0000

8150

4. Section 3.3 is amended to delete the first sentence.

5. The first paragraph of Section 3.5 is amended to read as follows:

"The term 'Units' as used herein, shall mean and comprise the twelve (12) condominium units in Phase 1, and the twenty-two (22) units in Phase 2, which are located and individually described in Exhibit 'D' hereto. If subjected to this Declaration, the term 'Units' shall also refer to the Units described in Exhibit D-1."

Exhibit D as recorded in the Declaration is hereby expanded to include the pages 10 - 23 attached hereto and made a part hereof and all references to Exhibit D herein and in the Declaration shall mean and refer to the graphic depictions of Phases 1 and 2.

6. Exhibit C of the Declaration is hereby Amended to add an as-built survey of Phase 2 Property and to add the surveyor's certificate shown as Addendum to Exhibit C attached hereto and made a part hereof.

7. Article 22 of the Declaration describes the subsequent phases of the Condominium. By this Amendment, the Developer here subjects Phase 2 to the Declaration, accordingly, all references to Phase 2 as a subsequent phase in Article 22 are hereby deleted.

8. The second sentence of Section 22.3 is hereby amended to read as follows:

"Upon the completion of Phases 1 and 2, each Unit Owner will have a 1/34th interest in the Common Elements and Expenses."

9. The last sentence of Section 22.5 is hereby amended to read as follows:

"If no further phases are added, there will be 34 votes".

10. At the time of recording this Amendment, Exhibit B is automatically amended by its terms to show the fractional share of Common Elements and Common Expenses assigned to each Unit in Phase 1 and Phase 2 as 1/34th.

11. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused the foregoing amendment to be executed on the date first above written.

BAYMEADOWS PROPERTIES, LTD.,  
A Florida limited partnership

By: SOUTHERN CONDOMINIUM  
DEVELOPERS, INC.,  
its General Partner

By:   
its President  
Vice

VOL 5828 PG 786  
OFFICIAL RECORDS

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing was acknowledged before me this 5th day of July, 1984, by Sally A. Hall, the Vice President of Southern Condominium Developers, Inc., the general partner of Baymeadows Properties, Ltd., a Florida limited partnership on behalf of the partnership.

Virginia E. Kiny  
Notary Public, State of  
Florida at Large.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Dec. 8, 1989



VILLAGE GREEN AT BAYMEADOWS TWO  
ADDENDUM TO EXHIBIT A  
DECLARATION OF CONDOMINIUM

OFFICIAL RECORDS

Phase 2PARCEL "C"

A portion of Section 56, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeasterly corner of Section 14, said Township 3 South, Range 27 East; thence North 89°31'36" East, along the line dividing said Section 14 and Section 23, said Township 3 South, Range 27 East, 1491.61 feet; thence North 44°31'54" West, 353.37 feet; thence North 35°16'44" West, 127.20 feet; thence South 41°34'00" West, 742.94 feet; thence South 48°26'00" East, 145.00 feet; thence South 49°00'51" West, 56.47 feet, to an intersection with the arc of a curve leading Westerly; thence Westerly along and around the arc of a curve concave Northerly and having a radius of 103.945 feet, an arc distance of 76.73 feet, said arc being subtended by a chord bearing and distance of North 35°59'50" West, 75.00 feet, to a point on said curve; thence South 04°00'10" West, 180.00 feet; thence South 85°59'50" East, 184.73 feet, to the Northwesterly corner of those lands described as Golf Course Parcel Tract VII, and recorded in Official Records Volume 3060, Page 345, of the Current Public Records of said County; thence North 76°08'35" East, along last said line 168.42 feet to the POINT OF BEGINNING; thence continue North 76°08'35" East, along last said line, 149.42 feet; thence North 13°51'25" West, 141.79 feet; thence North 48°26'00" West, 162.05 feet; thence South 37°45'00" West, 53.50 feet, to the point of curvature of a curve to the left; thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 363.89 feet, an arc distance of 90.78 feet, said arc being subtended by a chord bearing and distance of South 50°36'12" West, 90.54 feet, to a point on said curve; thence South 48°26'00" East, 114.50 feet; thence North 76°08'35" East, 14.70 feet; thence South 13°51'25" East, 48.00 feet; thence South 76°28'35" West, 4.67 feet; thence South 13°51'25" East, 79.02 feet to the POINT OF BEGINNING.

PARCEL "D"

A portion of Section 56, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeasterly corner of Section 14, said Township 3 South, Range 27 East; thence North 89°31'36" West, along the line dividing said Sections 14 and 23, said Township 3 South, Range 27 East, 1491.61 feet; thence North 44°31'54" West, 353.37 feet to the Westerly line of said Section 14; thence North 85°16'44" West, 127.20 feet; thence South 41°34'00" West, 742.94 feet to the POINT OF BEGINNING; thence continue South 41°34'00" West, 295.00 feet; thence South 48°26'00" East, 78.37 feet; thence North 41°34'00" East, 20.29 feet; thence South 48°26'00" East, 76.42 feet, to an intersection with the arc of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve concave Southeasterly and having a radius of 423.89 feet, an arc distance of 28.46 feet, said arc being subtended by a chord bearing and distance of North 35°49'36" East, 28.43 feet; thence North 37°43'30" East, 53.50 feet, to the point of curvature of a curve to the left; thence Northeasterly along and around the arc of a curve concave Northwesterly and having a radius of 484.07 feet, an arc distance of 57.93 feet, said arc being subtended by a chord bearing and distance of North 54°19'18" East, 57.90 feet, to the point of tangency of said curve; thence North 50°53'35" East, 141.16 feet; thence North 48°26'00" West, 212.37 feet, to the POINT OF BEGINNING.

ADDENDUM TO EXHIBIT C  
(PHASE 2)

5828 788

OFFICIAL RECORDS

PARCEL "C"

A portion of Section 56, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeast corner of Section 14, said Township 3 South, Range 27 East; thence North 89°31'36" East, along the line dividing said Section 14 and Section 23, said Township 3 South, Range 27 East, 1491.61 feet; thence North 44°31'54" West, 353.57 feet; thence North 85°16'44" West, 127.20 feet; thence South 41°34'00" West, 742.94 feet; thence South 48°26'00" East, 145.00 feet; thence South 49°00'51" West, 56.47 feet, to an intersection with the arc of a curve leading Westerly; thence Westerly along and around the arc of a curve concave Northerly and having a radius of 103.945 feet, an arc distance of 76.73 feet, said arc being subtended by a chord bearing and distance of North 85°59'50" West, 75.00 feet, to a point on said curve; thence South 04°00'10" West, 180.00 feet; thence South 85°59'50" East, 184.73 feet, to the Northwest corner of those lands described as Golf Course Parcel Tract VII, and recorded in Official Records Volume 3060, Page 345, of the Current Public Records of said County; thence North 76°08'35" East, along last said line 168.42 feet to the POINT OF BEGINNING; thence continue North 76°08'35" East, along last said line, 149.42 feet; thence North 13°51'25" West, 143.79 feet; thence North 48°26'00" West, 162.05 feet; thence South 57°45'00" West, 53.50 feet, to the point of curvature of a curve to the left; thence Southwesterly along and around the arc of a curve concave Southeast and having a radius of 363.89 feet, an arc distance of 90.78 feet, said arc being subtended by a chord bearing and distance of South 50°36'12" West, 90.54 feet, to a point on said curve; thence South 48°26'00" East, 114.50 feet; thence North 76°08'35" East, 14.70 feet; thence South 13°51'25" East, 48.00 feet; thence South 76°08'35" West, 4.67 feet; thence South 13°51'25" East, 79.02 feet to the POINT OF BEGINNING.

Containing 0.92 acres, more or less.

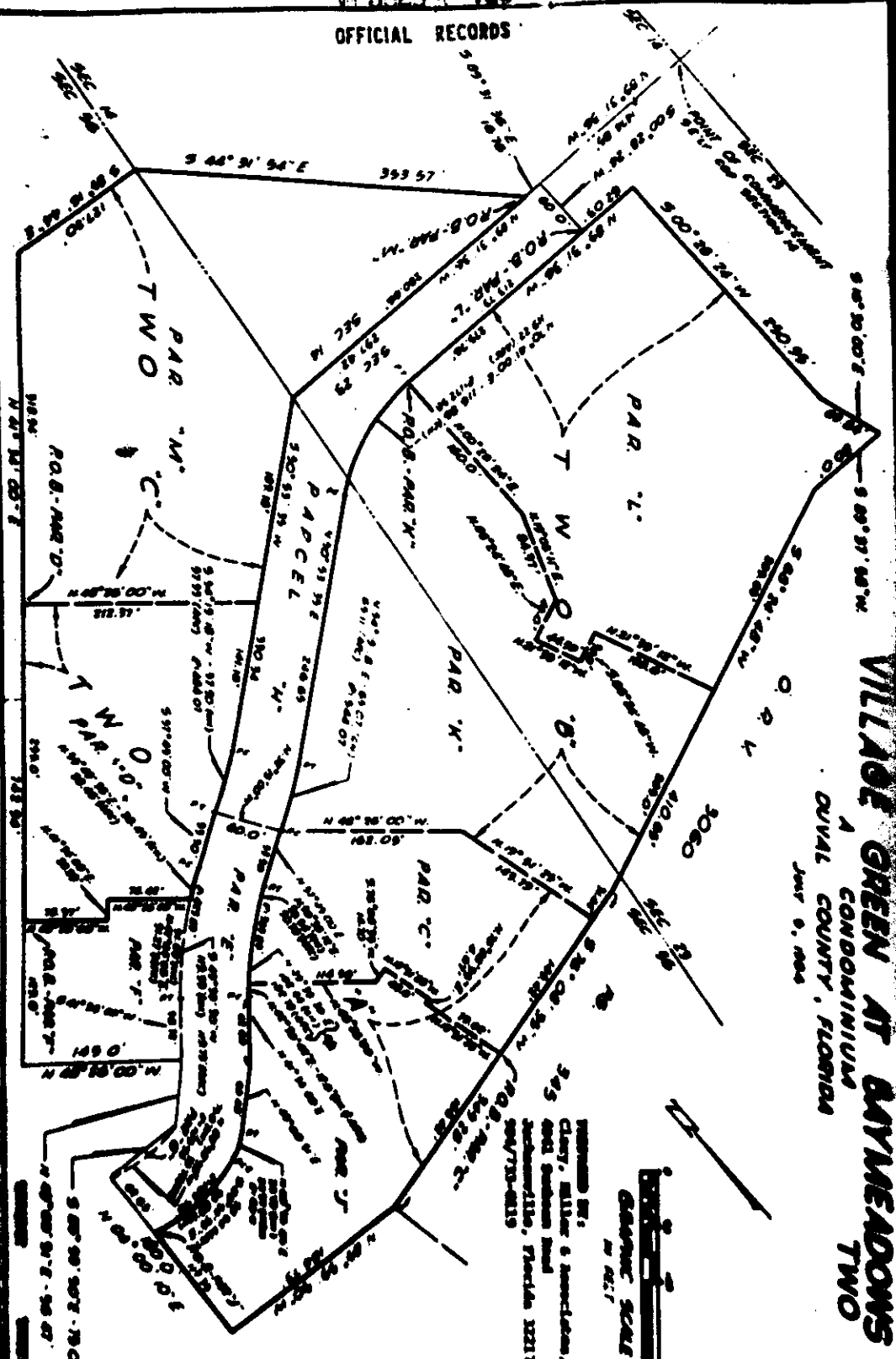
PARCEL "D"

A portion of Section 56, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeast corner of Section 14, said Township 3 South, Range 27 East; thence North 89°31'36" West, along the line dividing said Sections 14 and 23, said Township 3 South, Range 27 East, 1491.61 feet; thence North 44°31'54" West, 353.57 feet to the Westerly line of said Section 14; thence North 85°16'44" West, 127.20 feet; thence South 41°34'00" West, 742.94 feet to the POINT OF BEGINNING; thence continue South 41°34'00" West, 295.00 feet; thence South 48°26'00" East, 78.37 feet; thence North 41°34'00" East, 20.29 feet; thence South 48°26'00" East, 76.42 feet, to an intersection with the arc of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve concave Southeast and having a radius of 423.89 feet, an arc distance of 28.46 feet, said arc being subtended by a chord bearing and distance of North 55°49'34" East, 28.45 feet; thence North 37°45'00" East, 53.50 feet, to the point of curvature of a curve to the left; thence Northeasterly along and around the arc of a curve concave Northwest and having a radius of 484.07 feet, an arc distance of 57.93 feet, said arc being subtended by a chord bearing and distance of North 54°19'18" East, 57.90 feet, to the point of tangency of said curve; thence North 50°53'35" East, 141.16 feet; thence North 48°26'00" West, 212.17 feet, to the POINT OF BEGINNING.

Containing 1.22 acres, more or less.

**VILLAGE GREEN AT BAYMEADOWS**

**OFFICIAL RECORDS**



**VILLAGE GREEN AT BAYMEADOWS TWO**  
**A CONDOMINIUM**  
**DUMK COUNTY, FLORIDA**

CERTIFICATION

This is to certify that, in accordance with the provisions of Section 718.194 (4) (a), Florida Statutes, that the construction of Buildings 3, 4, 23 and 24 and the improvements described is substantially complete so that the material, together with the provisions of the Declaration of Condominium of Village Green at Baymeadows Two, A Condominium, describing the condominium property is an accurate representation of the location and dimensions of the common improvements, and further that the identification, location and dimensions of the common elements and of each unit of said buildings can be determined from these materials.

Signed this 9 day of July A.D., 1984

  
Gregory B. Clary  
Registered Land Surveyor No. 3377  
State of Florida



PREPARED BY:

CLARY, MILLER & Associates  
4041 Sunbeam Road  
Jacksonville, Florida 32217  
904-733-8119

EXHIBIT SHEET



VOL 5828 FC 803  
OFFICIAL RECORDS

Do Not Shoot  
Survey Pictures of condos

# VILLAGE GREEN AT BAYMEADOWS TWO A CONDOMINIUM

DUNN COUNTY, FLORIDA.

## ELEVATIONAL TABULATION

Unit No.	ELEVATIONS			
	1st Floor	Ceiling	2nd Floor	Ceiling
2031	24.30	32.72	33.71	42.13
2032	24.30	32.72	33.71	42.13
2033	24.30	32.72	33.71	42.13
2034	24.30	32.72	33.71	42.13
2041	24.47	32.89	33.88	42.30
2042	24.47	32.89	33.88	42.30
2043	24.47	32.89	33.88	42.30
2044	24.47	32.89	33.88	42.30
2045	24.47	32.89	33.88	42.30
2046	24.47	32.89	33.88	42.30
2231	24.43	32.85	33.84	42.26
2232	24.43	32.85	33.84	42.26
2233	24.43	32.85	33.84	42.26
2234	24.43	32.85	33.84	42.26
2235	24.43	32.85	33.84	42.26
2236	24.43	32.85	33.84	42.26
2241	24.49	32.91	33.90	42.32
2242	24.49	32.91	33.90	42.32
2243	24.49	32.91	33.90	42.32
2244	24.49	32.91	33.90	42.32
2245	24.49	32.91	33.90	42.32
2246	24.49	32.91	33.90	42.32

51- 66302  
JAN 19 8 43 AM '04  
DUNN COUNTY  
CLERK OF COURT  
JAMES H. HARRIS  
1100 N. HARRIS ST.

VOL 5843-1205  
OFFICIAL RECORDS

CORRECTIVE FIRST AMENDMENT  
TO THE DECLARATION OF CONDOMINIUM  
FOR VILLAGE GREEN AT BAYMEADOWS TWO, A CONDOMINIUM  
(PHASE 2)

This Corrective Amendment is made this \_\_\_ day of August, 1984 by BAYMEADOWS PROPERTIES, LTD., a Florida limited partnership by its general partner, SOUTHERN CONDOMINIUM DEVELOPERS, INC., a Florida corporation ("Developer").

R E C I T A L S

1. Developer has subjected certain property to the condominium form of government ownership as more fully described in the Declaration of Condominium for Village Green at Baymeadows Two, a Condominium recorded in Official Records Book 5828, page 685 of the public records of Duval County and amended by that certain First Amendment to the Declaration of Condominium recorded in Official Records Volume 5828, page 784 of the public records of Duval County, Florida ("First Amendment").

2. The graphic depiction of Carport Building J as more fully shown on Exhibit D, Sheet 16 of the First Amendment contained errors in the numbering of the parking spaces contained thereon.

3. Developer desires to correct the numbering of the parking spaces.

NOW, THEREFORE, in consideration of the premises Developer hereby amends the First Amendment by substituting the attached Sheet 16 of Exhibit D to replace the Sheet 16 of Exhibit D contained in the original recorded First Amendment.

Except as modified herein, the First Amendment remains in full force and effect in accordance with the terms contained therein.

IN WITNESS WHEREOF, the Developer sets its hand and seal on the date first above written.

Virginia L. Kerley  
Karen V. Springer

BAYMEADOWS PROPERTIES, LTD.  
By Southern Condominium  
Developers, Inc.

By William A. Hall  
Its President

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 14th day of August, 1984, by William A. Hall, the Vice President of Southern Condominium Developers, Inc., general partner of Baymeadows Properties, Ltd., a Florida limited partnership, on behalf of the limited partnership.

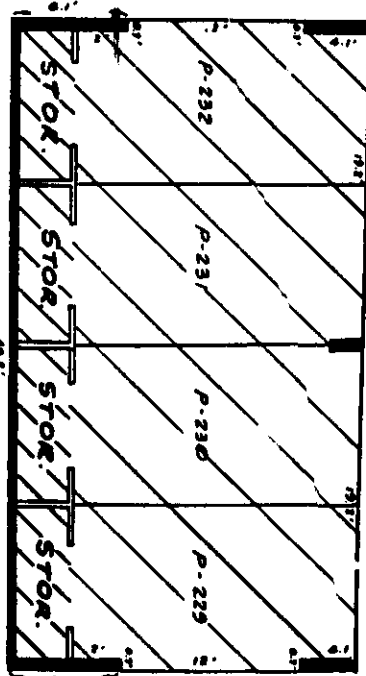
Virginia L. Kerley  
Notary Public, State of  
Florida

My Commission Expires August 1, 1985  
By William A. Hall

RECORDED BY AND RETURNED TO  
LINDA (OWNER) AND ALAN (OWNER)  
IN WALKER BUILDING, 1000 N. GULF  
BLVD., SUITE 100, JACKSONVILLE, FL  
32202

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VILLAGE GREEN AT BAYMEADOWS TWO  
A CONDOMINIUM  
DUVAL COUNTY, FLORIDA.



FLOOR PLAN CARPORT BLDG. (J)



GRAPHIC SCALE

EXHIBIT

SHEET

31- 77559  
Aug 22 11 49 AM '84



25  
VOL 5843-1205

OFFICIAL RECORDS

CORRECTIVE FIRST AMENDMENT  
TO THE DECLARATION OF CONDOMINIUM  
FOR VILLAGE GREEN AT BAYMEADOWS TWO, A CONDOMINIUM  
(PHASE 2)

This Corrective Amendment is made this \_\_\_ day of August, 1984 by BAYMEADOWS PROPERTIES, LTD., a Florida limited partnership by its general partner, SOUTHERN CONDOMINIUM DEVELOPERS, INC., a Florida corporation ("Developer").

R E C I T A L S

1. Developer has subjected certain property to the condominium form of government ownership as more fully described in the Declaration of Condominium for Village Green at Baymeadows Two, a Condominium recorded in Official Records Book 5828, page 685 of the public records of Duval County and amended by that certain First Amendment to the Declaration of Condominium recorded in Official Records Volume 5828, page 784 of the public records of Duval County, Florida ("First Amendment").

2. The graphic depiction of Carport Building J as more fully shown on Exhibit D, Sheet 16 of the First Amendment contained errors in the numbering of the parking spaces contained thereon.

3. Developer desires to correct the numbering of the parking spaces.

NOW, THEREFORE, in consideration of the premises Developer hereby amends the First Amendment by substituting the attached Sheet 16 of Exhibit D to replace the Sheet 16 of Exhibit D contained in the original recorded First Amendment.

Except as modified herein, the First Amendment remains in full force and effect in accordance with the terms contained therein.

IN WITNESS WHEREOF, the Developer sets its hand and seal on the date first above written.

Virginia R. Kucy  
Karen V. Springer

BAYMEADOWS PROPERTIES, LTD.  
By Southern Condominium  
Developers, Inc.

By William A. Hall  
Its Vice President

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 10th day of August, 1984, by William A. Hall, the Vice President of Southern Condominium Developers, Inc., general partner of Baymeadows Properties, Ltd., a Florida limited partnership, on behalf of the limited partnership.

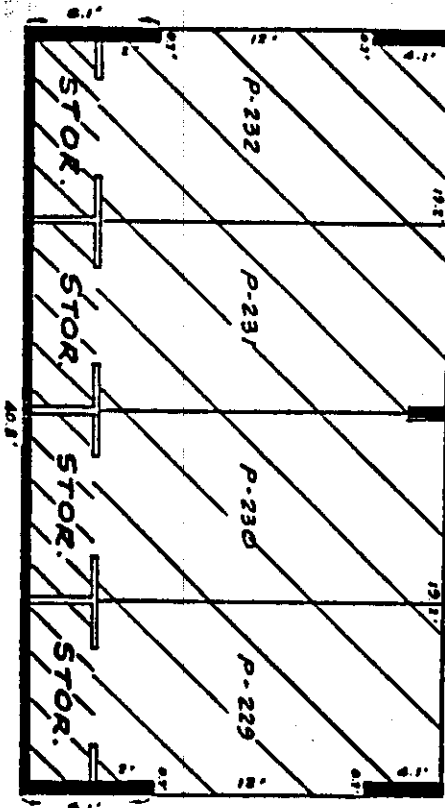
Virginia R. Kucy  
Notary Public, State of  
Florida

My Commission Expires August 1, 1985  
By William A. Hall President

REMOVED BY AND RETURN TO  
LUDIA CONNOR MARIE ALLEN  
SALVAGE SERVICE, 1100 BAYMEADOWS & CANNON, P.O.  
215 NORTH 1ST STREET  
JACKSONVILLE, FLORIDA 32202

VOL 5843 PG 1206  
OFFICIAL RECORDS

**WILLAGG GREEN AT BAYMEADOWS TWO  
A CONDOMINIUM  
DUVAL COUNTY, FLORIDA.**



**FLOOR PLAN CARPORT BLDG. (J)**



GRAPHIC SCALE

EXHIBIT SHEET

81- 77559  
Aug 22 11 49 AM '84