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DECLARATION OF CONDOMINIUM  
OF  
PONCE de LEON VILLAS CONDOMINIUM NO. 1,  
A Condominium

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**EXHIBITS TO  
DECLARATION OF CONDOMINIUM  
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PONCE de LEON VILLAS CONDOMINIUM NO. 1,  
A Condominium**

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Exhibit "A"	Legal Description of Phase I
<del>Exhibit "A-1"</del>	<del>Legal Description of All Phases</del>
Exhibit "B"	Map of Survey
Exhibit "C"	Floor Plans
Exhibit "D"	Site Plans
Exhibit "E"	Equipment and Furniture to be included within Units
Exhibit "F"	Articles of Incorporation
Exhibit "G"	By-Laws
Exhibit "H"	Surveyor's Certificate
Exhibit "I"	Consent of Mortgagee
Exhibit "J"	Declaration of Protective Covenants and Restrictions of Ponce de Leon Villas
Exhibit "K"	Management Contract for Ponce de Leon Villas Homeowner's Association, Inc.
Exhibit "L"	Management Contract for Ponce de Leon Villas Condominium No. 1 Association, Inc.
Exhibit "M"	Operating Budget for Ponce de Leon Villas Homeowner's Association, Inc.
Exhibit "N"	Estimated Operating Budget for Ponce de Leon Villas Condominium Association, Inc.
Exhibit "O"	Deposit Receipt and Purchase and Sale Agreement
Exhibit "p"	Escrow Agreement

DECLARATION OF CONDOMINIUM  
OF  
PONCE DE LEON VILLAS CONDOMINIUM NO. 1,  
A CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM made and executed this \_\_\_\_ day of September, 1988, by PONCE DE LEON VILLAS, INC., a Florida corporation, as owner of the real property hereinafter described and developer of the improvements thereon (hereinafter called the "Developer"), for itself, its successors, grantees, assignees and/or their transferees.

WHEREAS, said Developer, as owner, makes the following declaration:

1. **PURPOSE.**

The purpose of this Declaration is to submit the lands described in this instrument and improvements thereon, to the condominium form of ownership and use as provided by Chapter 718, Florida Statutes (hereinafter referred to as the "Condominium Act"), and the Developer does hereby submit the lands described in this instrument and improvements on such lands, to the condominium form of ownership and use.

1.1 The name by which this condominium is to be identified is PONCE DE LEON VILLAS CONDOMINIUM NO. 1, a Condominium.

1.2 The address of this condominium is 29 Fountain of Youth Boulevard, St. Augustine Beach, Florida.

1.3 The lands owned by the Developer, which by this instrument are submitted to the condominium form of ownership, are those certain lands lying in St. Johns County, Florida, as described in Exhibit "A", attached hereto and made a part hereof, which shall hereinafter be referred to as "the land". Said land shall be subject to conditions, restrictions, limitations, easements and reservations of record.

1.4 All provisions of this Declaration shall be construed to be perpetual covenants running with the land and every part thereof and interest therein, and every condominium parcel owner and claimant of the land, or any part thereof, or interest therein, his heirs,

personal representatives, successors and assigns, shall be bound by all of the provisions of said Declaration, unless same shall be terminated pursuant to the Condominium Act and/or as provided herein. Both the burdens imposed and the benefits shall run with each condominium parcel as herein defined.

2. DEFINITIONS.

The terms used in this Declaration and in the Articles of Incorporation, the By-Laws and Rules and Regulations of the PONCE DE LEON VILLAS CONDOMINIUM NO. 1 ASSOCIATION, INC., shall have the meaning stated in the Condominium Act and as follows, unless the context otherwise requires. Further, whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

2.1 "Assessment" means a share of the funds required for the payment of common expenses, which from time to time is assessed against a unit owner.

2.2 "Association" means the corporate entity responsible for the operation of the condominium.

2.3 "Board of Administration" means the board of directors or other representative body responsible for administration of the Association.

2.4 "By-Laws" means the by-laws of the Association existing from time to time.

2.5 "Common Elements" includes within its meaning the following:

2.5.1 The condominium property which is not included within the units.

2.5.2 Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements.

2.5.3 An easement of support in every portion of a unit which contributes to the support of a building.

2.5.4 The property and installation required for the furnishing of utilities and other services to more than one (1) unit

or to the common elements.

2.5.5 Easements for maintenance of common elements.

2.6 "Common Expenses" means all expenses and assessments properly incurred by the Association for the condominium.

2.7 "Common Surplus" means the excess of all receipts of the Association, collected on behalf of the condominium, including, but not limited to, assessments, rents, profits and revenues on account of the common elements, over common expenses.

2.8 "Condominium or the Condominiums" means that form of ownership of real property which is created pursuant to the provisions of the Florida Condominium Act and which is comprised of units that may be owned by one (1) or more persons, and there is, appurtenant to each unit, an undivided share in the common elements.

2.9 "Condominium Parcel" means a unit, together with the undivided share in the common elements which is appurtenant to the unit.

2.10 "Condominium Property" means the lands, leaseholds and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with the condominium.

2.11 "Declaration" or "Declaration of Condominium" means the instrument or instruments by which the condominium is created, as they are from time to time amended.

2.12 "Developer" means the entity which creates a condominium or offers condominium parcels for sale or lease in the ordinary course of business, but does not include an owner or leasee or a unit owner who has acquired his unit for his owner occupancy. The Developer of this condominium is PONCE DE LEON VILLAS, INC., a Florida corporation.

2.13 "Institutional Mortgagee" is the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage shall be either a bank, life insurance company, federal or state savings and loan association, real estate and mortgage investment trust, federal or state agency, the Developer or other

person.

2.14 "Limited Common Elements" means those common elements, if any, which are reserved for the use of a certain condominium unit or units to the exclusion of other units, as specified in the Declaration of Condominium.

2.15 "Operation" or "Operation of the Condominium" includes the administration and management of the condominium property.

2.16 "Unit" means the part of the condominium property which is subject to exclusive ownership.

2.17 "Unit Owner" or "Owner of a Unit" means the owner of a condominium parcel.

2.18 "Utility Services" as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and all exhibits attached thereto, shall include, but not be limited to, electric power, gas, hot and cold water, heating and refrigeration, air conditioning, garbage and sewage disposal and other required services imposed by governmental authorities.

### 3. DEVELOPMENT PLANS.

#### 3.1 Improvements.

3.1.1 One building contains a total of four (4) units and shall be constructed on the land. The units shall be identified as follows:

- Unit 1A
- Unit 1B
- Unit 1C
- Unit 1D

Attached hereto and made a part hereof as Exhibits "B", "C" and "D", are the survey, floor plan and site plans of all units, including their identifying letters, locations and dimensions. The legends and notes contained therein are incorporated herein and made a part hereof by reference.

3.1.2 Where more than one (1) typical unit has been acquired by the same owner and combined into a single unit, the unit plans as described in Exhibits "B", "C" and "D" may not reflect the interior plans of the combined units, but the exterior boundaries of the combined units remain the same. Should any units be combined, combined units shall exist as separate units as described in this Declaration for the purpose of applying the provision of this

Declaration and all exhibits attached hereto.

**3.2 UNIT PLANS.**

3.2.1 The development plans of the Condominium, which contain the Survey, floor plans and site plan are attached hereto as Exhibits "B", "C" and "D". The legal description of each unit shall consist of the identifying number and letter of such unit as shown in paragraph 3.1 hereof. Every Deed, Lease, Mortgage or other instrument shall legally describe a unit and/or condominium parcel by its identifying number and letter as provided for herein and each and every description shall be deemed good and sufficient for all purposes.

3.2.2 Each unit shall contain approximately 1200 square feet and shall be equipped with the fixtures and equipment listed on attached Exhibit "D".

3.2.3 Each unit shall have appurtenant thereto, as limited common elements, a front and rear deck, one enclosed garage and one designated parking space which shall be for the exclusive use of the designated unit. The designated garages and parking spaces are shown on attached Exhibit "D".

**3.3 OWNERSHIP OF RECREATIONAL FACILITIES.**

The recreational facilities serving the condominium consist of a swimming pool, cabana, deck and pier as shown on Exhibit "D". The facilities are owned by the Ponce de Leon Villas Homeowners' Association, Inc., a non-profit corporation, formed to manage common properties reserved for the use and enjoyment of the owners of units situated on Lots 1 through 29, Ponce de Leon Villas Subdivision, as per plat thereof recorded in Map Book 18, Pages 55 and 56, Public Records of St. Johns County, Florida. The record owner of a unit shall be a member of the Ponce de Leon Villas Homeowners' Association, Inc., and shall have the right to utilize in common with other members of the Association, the above recreational facilities in accordance with the Declaration of Protective Covenants and Restrictions of Ponce de Leon Villas attached hereto as Exhibit "J" and any and all rules and regulations promulgated by the Board of Directors of such Association.



4. UNIT BOUNDARIES.

Each unit shall include that part of the unit, which boundaries are as follows:

4.1 UPPER AND LOWER BOUNDARIES.

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

4.1.1 Upper Boundary shall be the horizontal plane of the undecorated, finished ceiling.

4.1.2 Lower Boundary shall be the horizontal plane of the undecorated, finished floor.

4.2 PERIMETRICAL BOUNDARIES.

The perimetrical boundaries of the unit shall be the vertical plane of the undecorated and/or unfinished inner surfaces of the walls bounding the unit, extended to intersections with each other and with the upper and lower boundaries.

4.3 BOUNDARIES - FURTHER DEFINED.

The boundaries of the unit shall not include all of those spaces and improvements lying within the undecorated and/or unfinished inner surfaces of the perimeter walls and those surfaces above the undecorated finished ceilings of each unit, and those surfaces below the undecorated finished floor of each unit and, further, shall exclude all pipes, ducts, wires, conduits and other utilities running through any interior wall or partition for the furnishing of utility services to other units and/or for the common elements. In those units where attic storage access is provided, a unit owner may use the crawl space for storage at the unit owner's risk. Any damage caused to the unit or common elements by using this storage area shall be the singular expense of the unit owner.

4.4 FRONT AND REAR DECKS.

A unit shall include, as indicated on Exhibits "C" through "E", a front and rear deck. The boundaries of the decks shall be as follows:

All lower and perimetrical boundaries shall be the same as set forth above; however, should a perimetrical boundary be

railing, then the unit shall include the railing and the boundary shall be the exterior surface of the railing. Maintenance of the finished floor of the decks shall be borne by the unit owner to which the decks are appurtenant. Each deck is a part of the unit which it abuts and is for the exclusive use of the owner or owners of the abutting unit, provided, however, no unit owner shall paint or otherwise decorate or change the appearance of any portion of the condominium building and/or condominium property.

**5. PHASE DEVELOPMENT.**

The Developer hereby reserves the right to develop the condominium in three (3) phases. The first phase consisting of one (1) building containing four (4) units is being submitted to condominium ownership herewith. The land which may become a part of the condominium if Phases II and III are developed and on which each phase is to be built is described on Exhibit "A - I". A plot plan showing the approximate location of all existing and proposed buildings that may ultimately be constructed is attached as Exhibit "C". The Developer reserves the right to make non-material changes in the legal description of each phase. The Developer shall have absolute discretion as to whether or not to proceed with the development of one or both additional phases. If additional phases are added, such phases shall be added within seven (7) years from the date this Declaration is recorded.

**5.1 NUMBER OF ADDITIONAL BUILDINGS AND UNITS.**

Each additional phase shall consist of one (1) building each containing a minimum of four (4) units and a maximum of four (4) units. The minimum size of the units which will be included in the buildings in each phase is 1,000 square feet and the maximum size is 1,500 square feet.

**5.2 PERCENTAGE OWNERSHIP IN COMMON ELEMENTS AND SHARE OF COMMON EXPENSE.**

In the event and upon the submission of any additional phase or phases, each unit's percentage of ownership in the common elements and manner of sharing common expenses and owning common surplus shall be recomputed and shall be based on a fraction the

numerator of which shall be one and the denominator of which shall be the total number of units in the condominium after the addition of each phase.

5.3 ADDITIONAL COMMON FACILITIES.

No additional common facilities are to be provided as each phase is added other than sidewalks, landscaping, drives and parking areas serving the phase or phases to be added.

5.4 OWNERSHIP IN THE ASSOCIATION AND VOTING RIGHTS.

If additional phases are added each unit's percentage ownership in the Association and voting rights therein shall be equal to its percentage of ownership in the common elements to be computed as set forth in paragraph 5.2.

5.5 NO TIME SHARE UNITS.

Time share units shall not be created with respect to any additional phase or phases.

6. OWNERSHIP.

Type of Ownership.

Ownership of each condominium parcel may be in fee simple or in any other estate in real property recognized by law and subject to this Declaration.

6.1 Association Membership.

The owners of record of the units shall be members of the Association. There shall be one (1) membership for each unit and if there is more than one (1) record owner per unit, then such membership shall be divided among such owners in the same manner and proportion as is their ownership in the unit.

6.3 Unit Owner's Rights.

The owner of a unit is entitled to the exclusive possession of his unit. He shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units. There shall be a joint use of the common elements, and a joint mutual easement for that purpose is hereby created. In addition, each unit owner shall take title to his unit subject to the following easements:

(1) A non-exclusive easement for ingress and egress and installation and maintenance of utilities over, under and across all roadways, parking areas and common elements, now or hereafter constructed, reserved by developer.

(2) An easement for drainage over the Northerly 15 feet of the Condominium property.

(3) A 10 foot wide non-exclusive easement for pedestrian ingress and egress to the swimming pool and dock in favor of the Ponce de Leon Villas Homeowner's Association, Inc.

(4) A non-exclusive easement for ingress and egress over and across the parking area in favor of the owners of Lot 13, Ponce de Leon Villas, as per plat recorded in Map Book 18, Pages 55 and 56, Public Records of St. Johns County, Florida.

7. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS.

The fee title to each condominium parcel shall include both the condominium unit and an undivided interest in the common elements; said undivided interest in the common elements is deemed to be conveyed or encumbered with its respective condominium unit, even though the description in the instrument of conveyance may refer only to the fee title to the condominium unit. The share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit. Any attempt to separate and/or any action to partition the fee title to a condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void.

8. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS.

Each owner of a unit in Phase I of the condominium shall own in fee simple absolute a one-fourth (1/4) undivided interest in the common elements.

9. COMMON EXPENSE AND COMMON SURPLUS.

The common expenses to be borne by each unit owner shall be a proportionate share of the total expenses and costs of the Association. Each unit owner shall be responsible for a portion of the common expenses and costs, and such share shall be in the

percentage of the undivided share in the common elements appurtenant to said unit as set forth in paragraph 7 hereof.

Any common surplus of the Association shall be owned by each of the unit owners in the same proportion as their percentage liability for common expenses.

10. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS.

Responsibility for the maintenance of the condominium property and restrictions upon its alterations and improvements shall be as follows:

10.1 UNITS.

10.1.1 By the Association.

The Association shall maintain, repair and replace at the Association's expense:

10.1.1(a) All portions of a unit contributing to the support of the condominium building, which portions shall include, but not be limited to, outside walls of the building and all fixtures on its exterior, those portions of boundary walls not a part of a unit; floor and ceiling slabs; load-bearing walls.

10.1.1(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a unit maintained by the Association; and all such facilities contained within a unit that service part or parts of the condominium other than the unit within which contained.

10.1.1(c) All incidental damage caused to a unit by such work immediately above-described shall be repaired promptly at the expense of the Association.

10.1.2(a) To keep and maintain his unit, its equipment and appurtenances in good order, condition and repair, and to perform promptly all maintenance and repair work within the unit which, if omitted, would affect the condominium in its entirety or in part belonging to other; being expressly responsible for the damages and liability which his failure to do so may engender. Notwithstanding anything contained in this Declaration, the owner of each unit shall maintain and be responsible for the maintenance, repair and replacement, as the case may be, of all windows and all exterior

doors, including, sliding glass doors, and all air conditioning and heating equipment, fans and other appliances and equipment, including pipes, wiring, ducts, fixtures and/or their connection required to provide water, light, power, air conditioning and heating, telephone, sewage and sanitary service to his unit in all of which items shall be considered limited common elements and not common elements to be maintained by the Association.

10.1.2(b) To maintain, repair and replace any and all walls, ceilings and floor interior surfaces, painting, decorating and furnishings, and all other accessories which such owner may desire to place and maintain in his unit.

10.1.2(c) Where applicable, to maintain and to keep in a neat and trim condition, the floor and interior walls.

10.1.2(d) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

10.1.2(e) Plumbing and electrical repairs to fixtures and equipment located within a unit and exclusively servicing a unit shall be paid for and be a financial obligation of the unit owner.

10.1.2(f) Any officer of the Association or any agent of the Board of Administration shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom, or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units.

10.1.2(g) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the condominium building and/or property.

10.1.3 Alteration and Improvement.

Except as elsewhere reserved to the Developer, neither a unit owner nor the Association shall make any alteration in the portions of a unit that are to be maintained by the Association, remove any portion of such, make any additions to them, do anything that would jeopardize the safety or soundness of the building or impair any easement, without obtaining approval, in writing, of

owners of all units in the building and approval of the Board of Administration. A copy of plans for all such work, prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of work.

#### 10.2 COMMON ELEMENTS.

##### 10.2.1 By the Association.

The maintenance and operation of the common elements, including the repair, maintenance and replacement of landscaping and other improvements and facilities, shall be the responsibility of the Association as a common expense.

##### 10.2.2 By the Unit Owner.

The maintenance and repair of the interior of garages and the decks, shall be the responsibility of the Unit Owner. Provided, however, no unit owner shall paint or otherwise decorate or change the appearance of any portion of the condominium building and/or condominium property.

##### 10.2.3 Alteration and Improvement.

There shall be no alteration or further improvement of the real property constituting the common elements contemplated by this Declaration without prior approval, in writing, by not less than two-thirds (2/3rds) of the members of the Association, if the cost of same shall be a common expense which exceeds in cumulative expenditure for the calendar year the sum of \$2,500.00. Any such alteration or improvement shall not interfere with the rights of any unit owner without their consent. The cost of such work shall not be assessed against an institutional mortgagee, as defined herein, that acquires its title as the result of owning a mortgage upon a unit, unless such owner shall approve of the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so approved by an institutional mortgagee shall be assessed to the other unit owners in the proportion that their shares for the common expenses bear to each other.

10.2.4 Personal Property.

Any personal property acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association.

10.3 ENFORCEMENT OF MAINTENANCE.

In the event the owner of a unit fails to maintain a unit as required above, the Association, shall have the right to proceed to any appropriate court to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvements within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provisions.

Further, in the event a unit owner violates any of the provisions of this section, the Association shall have the right to take any and all such steps as may be necessary to remedy such violation including, but not limited to, entry of the subject unit with or without the consent of the unit owner, and the repair and maintenance of any item requiring same, all at the expense of the unit owner.

11. USE RESTRICTIONS.

The use of the property of the condominium shall be in accordance with the following provisions.

11.1 UNITS.

11.1.1 Each of the units shall be occupied only by an owner, members of his family, his servants and guests, and/or tenants, as a residence and for no other purposes.

11.1.2 Except as reserved to the Developer, no unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the units to be affected thereby.

11.1.3 Nothing shall be hung, displayed or placed on the exterior walls, doors or windows of the unit or the condominium building without the prior written consent of the Board of Administration.



11.1.4 No clothes lines or similar devices shall be allowed on any patios, sun decks or balconies of the condominium units or any part of the condominium property, without the written consent of the Board of Administration.

11.1.5 No owner shall make, allow or cause to be made, any structural addition or alteration of his unit or the common elements without the prior written consent of the Board of Administration.

11.1.6 The Association, by its Rules and Regulations may impose prohibitions and limitations on the keeping of pets in units, and may also impose reasonable restrictions on when, where and how such pets may be permitted on the common area. In no event shall a unit owner keep more than two (2) dogs or two (2) cats or two (2) of any mixed variety of pets in an individual unit.

11.2 COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

The common elements and limited common elements shall be used only for the purpose for which they are intended.

11.3 NUISANCES.

No nuisance shall be allowed on the condominium property nor any use or practice which is the source of annoyance to unit owners or which interferes with the peaceful possession and residential use of the property by its owners. All parts of the property shall be kept in clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No unit owner shall permit any use of his unit or of the common elements which will increase the rate of insurance upon the condominium property.

11.4 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 which requires maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of

the property concerned.

**11.5 SIGNS.**

No signs shall be displayed from a unit or on common elements except such signs which shall be professionally made and do not exceed forty (40) square inches in size.

**11.6 RULES AND REGULATIONS.**

Reasonable rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all unit owners upon receipt.

**11.7 PROVISO.**

Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the units of this Condominium, neither the unit owners nor the Association, nor the use of the condominium property shall interfere with the completion of all contemplated improvements and the sales of all units, and the Developer may make such use of the unsold units and common areas as may facilitate such completion and sales, including, but not limited to, maintenance of a sales office, showing of the property and the display of signs.

**12. TRANSFER AND LEASING OF UNITS.**

In order to assure a community of congenial residents and occupants and to protect the value of the units and to further the continuous, harmonious development of the condominium, the sale and lease of units shall be subject to the following provisions which shall be covenants running with the land so long as the Condominium Property shall be subject to the condominium form of ownership under the laws of the State of Florida:

**12.1 PAYMENT OF ASSESSMENTS.**

No unit owner shall sell or lease is unit until and unless all assessments past and due are paid or their payment provided for to the satisfaction of the Association. In the event a unit owner shall lease his unit, he shall remain liable for the performance of

all agreements and covenants in the Condominium Documents and shall be liable for the violations by his lessee of any and all restrictions.

**12.2 COMPLIANCE WITH PROVISIONS OF CONDOMINIUM DOCUMENTS.**

Every purchaser or lessee who acquires an interest in a Condominium Unit shall acquire the same subject to all Condominium Documents, and all Rules and Regulations of the Condominium Association and the provisions of the Condominium Act and the Declaration of Protective Covenants and Restriction for Ponce de Leon Villas.

**12.3 TRANSFER PURSUANT TO FORECLOSURE SALE.**

Should any Condominium Unit at any time become subject to a mortgage or similar lien given as security, in good faith and for value, the holder thereof, hereinafter called the "Mortgagee", upon becoming the owner of such interest through foreclosure of said mortgage or deed in lieu of foreclosure, shall have the unqualified right to sell, lease or otherwise dispose of said Unit, including the ownership thereof, without complying with the provisions of paragraphs 11.1 and 11.2 above; provided, however, that in all other respects and provisions of the Condominium Documents and Rules and Regulations of the Association and provisions of the Condominium Act and Declaration of Protective Covenants and Restrictions of Ponce de Leon Villas shall be applicable thereto; and, provided further, that nothing herein contained shall be deemed to allow or cause a severance from the Condominium Unit of the share of the Common Elements or other appurtenances of said Unit. Once the Mortgagee mentioned above has sold, transferred or conveyed his fee simple interest to any person whomsoever, the provisions of paragraphs 11.1 and 11.2 above shall again be fully effective with regard to any subsequent sales or conveyances of said Unit.

**13. MORTGAGING OF UNITS.**

**13.1 APPROVAL.**

A unit owner may not mortgage his unit, nor any interest therein, without the approval of the Association, except to an institutional mortgagee, as defined herein. Provide, if a unit owner

takes back a purchase money mortgage, the approval of the Association shall not be required.

### 13.2 INDEX OF MORTGAGEES.

A unit owner who mortgages his unit must notify the Association of the name and address of his mortgagee and the Association shall maintain such information in a register which shall, among other things, contain the names of all the owners of units and the names of mortgagees holding mortgages on said units. Failure to notify the Association of the existence of a mortgage shall in no way impair the validity of the mortgage. If a unit owner mortgages his unit he shall not be permitted to modify, alter or change the physical aspect of the unit without the written permission of the mortgagee.

### 13.3 NOTICE TO MORTGAGEES.

The Association shall, upon the written request of an institutional mortgage, or holder, insurer or guarantor of an institutional mortgage, furnish timely written notice of any condemnation loss or any casualty loss which affects a material portion of the condominium project or any unit, any delinquency in the payment of assessments or charges owed by a unit owner which remains uncured for a period of sixty (60) days, any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, or any proposed action which would require the consent of a specified percentage of mortgage holders. The Association shall make available for inspection, upon request and during normal business hours or under other reasonable circumstances, to lenders and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, By-Laws and other Rules and Regulations concerning the condominium and the books, records and financial statements of the Association.

### 13.4 NOTICE OF LIEN OR SUIT.

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

**13.4.2 Notice of Suit.**

A unit owner shall give notice to the Association of every suit or other proceeding which may affect title to his unit within five (5) days after the unit owner receives knowledge thereof.

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

**14. PARKING SPACES.**

All parking spaces not designated as limited common elements for the exclusive use of the designated unit, shall be common elements and may be used in common by all unit owners.

**15. EASEMENTS.**

Each of the following non-exclusive easements is a covenant running with the land of the condominium and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and united use and purpose, and shall survive the termination of the condominium and the exclusion of any lands of the condominium from the condominium.

**15.1 UTILITIES.**

As may be required for utility services in order to adequately serve the condominium property; provided, however, easements through a unit shall be only according to the plans and specifications for the building or as the building is actually constructed unless approved, in writing, by the unit owner.

**15.1.2 Pedestrian and Vehicular Traffic.**

For pedestrian traffic over, through and across sidewalks, paths, lanes and walks, and for vehicular traffic over and across all parking areas, streets and rights of way, serving units of the condominium as part of the common elements and providing access to streets and other public ways of St. Johns County as the same may from time to time exist.

**15.2 SUPPORT.**

Every portion of a unit contributing to the support of the condominium building or an adjacent unit shall be burdened with an easement of support for the benefit of all other units and common

elements in the building.

**15.3 PERPETUAL NON-EXCLUSIVE EASEMENT IN COMMON ELEMENTS.**

The common elements shall be, and the same are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners of units in the condominium for their use and the use of their customers, invitees, and employees for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners.

**15.4 RIGHT OF ENTRY INTO UNIT IN EMERGENCIES.**

In case of an emergency originating in or threatening any unit, regardless of whether or not the owner is present at the time of such emergency, the Board of Administration, or any other person authorized by it, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate; and to facilitate entry in the event of any such emergency, the owner of each unit, if required by the Association, shall deposit, under the control of the Association, a key to such unit.

**15.5 RIGHT OF ENTRY FOR MAINTENANCE OF COMMON PROPERTY.**

Whenever it is necessary to enter any unit for the purpose of performing any maintenance, alteration or repair to any portion of the condominium property, the owner of each unit shall permit other owners by their representatives, or the duly constituted and authorized agent of the Association, to enter such unit for such purposes, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

**15.6 EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENT.**

In the event that any unit shall encroach upon any of common elements for any reason not caused by purposeful or negligent act of the unit owner or owners, or agents of such owner or owners, then an easement appurtenant to such unit shall exist for the continuance of such encroachment shall naturally exist. In the event that any portion of the common elements shall encroach upon any unit, then an

easement shall exist for the continuance of such encroachment of the common elements into any unit for so long as such encroachment shall naturally exist.

**15.7 AIR SPACE.**

An exclusive easement for the use of the air space occupied by a condominium unit as it exists at any particular time and as the unit may lawfully be altered.

**15.8 EASEMENTS OR ENCROACHMENTS.**

Easements or encroachments by the perimeter walls, ceilings and floor surrounding each condominium unit.

**15.9 EASEMENT FOR OVERHANGS.**

Easement for overhanging troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over the condominium units or any of them.

**15.10 EASEMENT FOR AIR SPACE OF COMMON ELEMENTS.**

An exclusive easement for the use of the area and air space occupied by the air conditioning compressor and the equipment and fixtures appurtenant thereto, situated in and/or on common elements of the condominium but exclusively serving an individually owned unit, as the same exists in and on the land, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, and the equipment and fixtures appurtenant thereto; provided, however, that the removal of same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies.

**16. ASSOCIATION.**

In order to provide for the proficient and effective administration of this condominium by the owners of units, a non-profit corporation known and designated as Ponce de Leon Villas Condominium No. 1 Association, Inc., has been organized under the laws of the State of Florida and said corporation shall administer the operation and management of this condominium and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium,

its By-Laws and the Rules and Regulations promulgated by the Association from time to time.

**16.1 ARTICLES OF INCORPORATION.**

A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "H".

**16.2 BY-LAWS.**

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

**16.3 LIMITATION UPON LIABILITY OF ASSOCIATION.**

Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owner or persons.

**16.4 RESTRAINT UPON ASSIGNMENT OF SHARES IN ASSETS.**

The shares of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a unit.

**16.5 MEMBERSHIP.**

The record owners of all units in this condominium shall be members of the Association, and no other persons or entities shall be entitled to membership except for subscribers to the Articles of Incorporation. Membership shall be established by acquisition of ownership of fee title to, or fee interest in, a condominium parcel in said condominium, whether by conveyance, devise, judicial decree or otherwise, subject to the provisions of this Declaration, and by the recordation among the Public Records of St. Johns County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of Association, and the membership of the prior owner as to the parcel designated shall be terminated.



16.6 VOTING.

On all matters as to which the membership shall be entitled to vote, there shall be only one (1) vote for each unit.

17. INSURANCE.

The insurance, which shall be carried upon the condominium property and the property of the unit owners, shall be governed by the following provisions:

17.1 AUTHORITY TO PURCHASE.

All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates or mortgagee endorsements to the mortgagees of unit owners.

If required by the mortgagee who owns a majority of the loans on said units, such insurance policies shall provide that payments for losses thereunder by the insurer shall be made to an insurance trustee, and all policies and endorsements shall be deposited with such trustee. In the event an insurance trustee is so required, an Insurance Trustee Agreement shall be executed by the Association that is satisfactory to the insurance trustee and said mortgagee. The Board of Administration shall designate a Florida bank or trust company with trust powers to act as insurance trustee.

17.2 COVERAGE.

17.2.1 Casualty.

All buildings and improvements upon the land, including units and all personal property of the Association included in the condominium property, are to be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the Board of Administration, and all such insurance must be obtained, if possible, from the same company. Such coverage shall provide protection against:

17.2.1(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement and flood disaster insurance, if the condominium property is located in a flood

zone.

17.2.1(b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism and malicious mischief.

17.2.2 Public Liability. In such amounts and with such coverage as shall be required by the Board of Administration with cross liability endorsements to cover liability of the unit owners as a group to a unit owner.

17.2.3 Workmen's Compensation. As shall be required to meet the requirements of law.

17.2.4 Association Insurance. Such other insurance as the Board of Administration, in its discretion, may determine from time to time to be in the best interest of the Association and the unit owners, including Directors' Liability Insurance or other insurance that an institutional mortgagee may reasonably require, so long as it is the owner of a mortgage on any condominium parcel.

17.3 PREMIUMS.

Premiums for insurance policies purchased by the Association shall be paid by the Association.

17.4 ASSURED.

All insurance policies purchased by the Association shall be for the benefit of the Association and unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association or to an insurance trustee designated by the Association as provided herein. All insurance policies shall require written notification to each institutional mortgagee not less than ten (10) days in advance of cancellation of any insurance policy insuring the condominium property.

17.4.1 Common Elements. Proceeds on account of common elements shall be held in as many undivided shares as there are units in each building, the shares of each unit owner being the same as his share in the common elements, as same are hereinabove stated.

17.4.2(a) Partial Destruction. When the building is to be restored, for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner.

17.4.2(b) Total Destruction. When the building is not to be restored, for the owners of all units in the building in proportion to their share of the common elements appurtenant to their unit.

17.5 DISTRIBUTION OF PROCEEDS.

Proceeds of insurance policies received by the Board of Administration shall be distributed to, or for the benefit of, the beneficial owners in the following manner:

17.5.1 Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

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

17.5.3 Association as Agent. The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association.

17.5.4 Unit Owner's Obligations. Each unit owner shall, at his expense, purchase public liability insurance to protect himself against claims due to accidents within his unit, and casualty insurance on the floor coverings, wall coverings or ceiling coverings and contents within said unit.

All such insurance policies issued to individual unit

owners shall provide that the coverage afforded by such policies is in excess over the amount recoverable under any other policy covering the same policy without rights of subrogation against the Association.

18. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

18.1 DETERMINATION TO RECONSTRUCT OR REPAIR.

If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired, shall be determined in the following manner:

18.1.1 Common Elements. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

18.1.2 Condominium Building.

18.1.2(a) Lesser Damage. If the damaged improvement is a part of the condominium building, and if units to which fifty percent (50%) of the common elements are appurtenant are found by the Board of Administration to be tenantable, the damaged property shall be reconstructed or repaired unless, within sixty (60) days after the casualty, it is determined in the manner elsewhere provided that the condominium shall be terminated.

18.1.2(b) Major Damage. If the damaged improvement is part of the condominium building, and if units to which more than fifty percent (50%) of the common elements are appurtenant are found by the Board of Administration to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated as elsewhere provided, unless within sixty (6) days after the casualty, the owners of sixty-six and two-thirds percent (66 2/3%) of the common elements agree, in writing, to such reconstruction or repair.

18.2 PLANS AND SPECIFICATIONS.

Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits or, if not, then according to plans and specifications approved by the Board

of Administration, and if the damaged property is the condominium building, by the owners of not less than sixty-six and two-thirds percent (66 2/3%) of the common elements, including the owners of all damaged units, which approval shall not be unreasonably withheld.

#### 18.3 RESPONSIBILITY.

If the damage is only to those parts of one (1) unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of construction and/or repair after casualty shall be that of the Association.

#### 18.4 ESTIMATES OF COSTS.

Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the costs to repair or rebuild.

#### 18.5 ASSESSMENTS.

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or, if at any time during the reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the unit owners who own the damaged units and against all unit owners in the case of damage to the common elements, in sufficient amounts to provide funds to pay the estimated costs. Such assessments against the unit owners for damage to units shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

#### 18.6 CONSTRUCTION FUNDS.

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

18.6.1 Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the unit owner shall be paid by the Association or Insurance Trustee to the unit owner, or, if there is a mortgagee endorsement, then to the unit owner and the mortgagee jointly.

18.6.1(a) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Five Thousand and No/100 Dollars (\$5,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request of 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.

18.6.1(c) 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 a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated.

## 19. ASSESSMENTS.

The making and collecting of assessments against unit owners for common expenses shall be the obligation of the Board of Administration pursuant to the By-Laws and subject to the following provisions:

### 19.1 SHARE OF THE COMMON EXPENSES.

Each unit owner shall be liable for a proportionate share of the common expenses and shall be entitled to an undivided share of the common surplus, as set forth in paragraph 8 hereof. A unit owner, regardless of how title is acquired, including, without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. In a

voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up 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 therefore.

**19.2 NON-WAIVER.**

The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit for which the assessment is made.

**19.3 INTEREST, APPLICATION OF PAYMENTS.**

Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate allowed by the laws of the State of Florida from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

**19.4 LIEN FOR ASSESSMENTS.**

The Association shall have a lien on each condominium parcel for any unpaid assessments, and all interest due thereon, against the owner of such condominium parcel. Reasonable attorney's fees, at all levels of the proceedings and all costs incurred by the Association incident to the collection of such assessment for the enforcement of such lien, shall be payable by the unit owner and secured by such lien.

**19.5 COLLECTION AND FORECLOSURE.**

The Board of Administration may take such action as it deems necessary to collect assessments of the Association by personal action or by enforcing and foreclosing said lien, and may settle and compromise same, if in the best interests of the Association. Said lien shall be enforced and foreclosed in the manner provided for by the Condominium Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply as a cash credit against its bid all sums due the Association covered by the lien enforced. In case of such foreclosure, the unit

owner shall be required to pay a reasonable rental for the condominium parcel and the plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit owner and/or occupant.

**19.6 LIABILITY OF MORTGAGEE, LIENOR OR JUDICIAL SALE PURCHASER FOR ASSESSMENT.**

Notwithstanding anything to the contrary contained in this Declaration of Condominium, where the mortgagee of a first mortgage of record or other purchaser obtains title to a condominium parcel by purchase at the public sale resulting from said first mortgagee's foreclosure judgment in a foreclosure suit, or when the mortgagee of a first mortgage of records accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association to such condominium parcel, or chargeable to the former unit owner of such parcel, which became due prior to the acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer of title, whether as a result of foreclosure or by acceptance of a deed to the condominium parcel in lieu of foreclosure. The new owner, by virtue of the acquiring of such title, shall forthwith become liable for payment of the common expenses and such other expenses as may be chargeable to the owner of a condominium unit hereunder.

**19.7 UNPAID ASSESSMENTS - CERTIFICATE.**

Any unit owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which it has a lien. Any person other than



the owner who relies upon such certificate shall be protected thereby.

**20. COMPLIANCE AND DEFAULT.**

Each unit owner shall be governed by and shall comply with the terms of this Declaration of Condominium, By-Laws and Rules and Regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time. Failure of unit owners 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.

**20.1 COSTS AND ATTORNEY'S FEES.**

In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of this Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees, at levels of the proceedings, as may be awarded by the court.

**20.2 NO WAIVER OF RIGHTS.**

The failure of the Association or any unit owner to enforce a covenant, restriction or other provision of the Condominium Act, this Declaration, or any of the exhibits attached hereto, shall not constitute a waiver of the right to do so thereafter.

**21. AMENDMENT OF DECLARATION.**

Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

**21.1 NOTICE.**

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

**21.2 RESOLUTION OF ADOPTION.**

A resolution adopting a proposed amendment may be proposed by either the Board of Administration or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval,

in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except where elsewhere provided, such approvals must be by:

21.2.1 No less than sixty-six and two-thirds percent ( $66 \frac{2}{3}\%$ ) of the votes of the entire membership of the Board of Administration and by not less than sixty-six and two-thirds percent ( $66 \frac{2}{3}\%$ ) of the votes of the entire membership of the Association.

21.2.2 RESOLUTION OF ADOPTION. A resolution adopting a proposed amendment may be proposed by either the Board of Administration or by members of the Association. Directors and members not present or by proxy at the meeting considering the amendment may express their approval, in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except where elsewhere provided, such approvals must be by:

21.2.3 No less than sixty-six and two-thirds percent ( $66 \frac{2}{3}\%$ ) of the votes of the entire membership of the Association.

21.3 RESOLUTION OF ADOPTION FOR ERRORS OR OMISSIONS NOT MATERIALLY ADVERSELY AFFECTING PROPERTY RIGHTS OF THE UNIT OWNERS.

A resolution adopting a proposed amendment may be proposed by either the Board of Administration or by members of the Association whenever it appears that there is an omission or error in this Declaration of Condominium, or any exhibit attached hereto or amendment hereto, as follows:

21.3.1 No less than fifty percent (50%) of the votes of the entire membership of the Board of Administration and by no less than fifty percent (50%) of the votes of the entire membership of the Association.

21.3.2 Any amendment adopted pursuant to the provisions of paragraph 20.3 shall not materially adversely affect the property rights of unit owners.

21.3.3 Until the Developer has sold and conveyed all of the units in the condominium, any amendment adopted pursuant to this paragraph 20.3 must be approved and consented to by the Developer.

**21.4 PROVISO.**

No amendment shall discriminate against any unit owner or against any unit, or class or group of units, unless the unit owners so affected and their institutional mortgagees shall consent; and no amendment shall change any unit or the share in the common elements, and other of its appurtenances, or increase the owner's share of the common expenses, except as hereinabove provided, unless the owner of the unit concerned, and all such mortgagees as first above recited, shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance", nor the section entitled "Reconstruction or Repair after Casualty", unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment; nor shall any amendment of this Declaration make any change which would in any way affect any of the rights, privileges, powers and options of the Developer unless the Developer shall join in the execution of such amendment. Provided, further, the condominium regime may not be amended or merged with a successor regime, without prior written approval of the Veterans Administration.

**21.5 EXECUTION AND RECORDING.**

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded among the Public Records of St. Johns County, Florida.

**21.6 AMENDMENTS.**

The section concerning termination cannot be amended without the consent of eighty percent (80%) of the unit owners and all record owners of mortgages upon condominium parcels.

**22. DEVELOPER'S UNITS AND PRIVILEGES.****22.1 DEVELOPER.**

The Developer, at the time of filing of this Declaration, is the owner of all of the real property, individual units and appurtenances comprising this condominium. Therefore, the Developer,

until all of the units have been sold and closed, shall be irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent units to any person approved by the Developer. Said Developer shall have the right to transact upon the condominium property any business necessary to consummate the sale of units, including, but not limited to, the right to maintain models, have signs, staff employees, maintain offices, use the common elements, and show units. Any sales office, signs, fixtures or furnishings, or other tangible personal property belonging to the Developer shall not be considered common elements and shall remain the property of the Developer.

#### 22.2 PAYMENT OF COMMON EXPENSES.

The Developer shall not be required to pay the share of the common expenses and assessments related to units owned by the Developer in the Condominium, until the first day of the fourth (4th) calendar month following month in which the closing of the sale of the first unit occurs. However, during the aforesaid period, the Developer must pay the portion of common expenses incurred which exceed the amount assessed against all other unit owners. Provided, further, the Developer shall not be required to pay the share of common expenses and assessments related to units owned by the Developer in the condominium during the period commencing on the second day of the fourth calendar month following the month in which the closing of the sale of the first unit occurs and ending when the Developer owns no further units in the condominium, provided, during said period, the Developer guarantees to other unit owners that the assessment for common expenses of the condominium imposed upon unit owners shall not increase over the sum of \$49.39 per month and any amount of common expenses incurred during said period and not paid for with monthly assessments received in the amount of \$49.39, from other unit owners.

#### 22.3 SUCCESSOR OR ALTERNATE DEVELOPER.

For the purpose of paragraph 21 and the powers, rights and authorities granted to the Developer, the term "Developer" shall also include for all purposes contained in this Declaration and its

Exhibits, any successor or alternate developer appointed by the said Developer, as successor or alternate developer by an instrument, in writing, specifically setting forth that such successor or alternate is to have the rights, duties, obligations and responsibilities, in whole or in part, of the Developer hereunder, together with the said Developer providing that such instrument in writing shall be executed by said successor or alternate developer indicating its consent to be so treated as the developer.

#### 22.4 AMENDMENT.

Notwithstanding anything contained herein to the contrary, no amendment of this section may be made that would:

22.4.1 Inhibit or interfere with the Developer's ability to sell any unsold units or

22.4.2 Discriminate against the Developer concerning payment of the Developer's proportionate share of the assessments.

#### 23. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS OF PONCE de LEON VILLAS.

The Condominium property is encumbered by the Declaration of Protective Covenants and Restrictions of Ponce de Leon Villas, attached hereto as Exhibit "J" and all unit owners shall take title subject to same. The Declaration provides for the creation of the Ponce de Leon Villas Homeowner's Association, Inc., for the purpose of managing the common properties located within the Ponce de Leon Villas Subdivision. The attached Declaration further provides for the payment of annual and special assessments to the Association and for the placement and enforcement of liens upon units in the event of non-payment of said assessments. A copy of the operating budget of the Ponce de Leon Villas Homeowners' Association, Inc., is attached hereto as Exhibit "M"

#### 24. TERMINATION.

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

#### 24.1 DESTRUCTION.

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

**24.2 AGREEMENT.**

The condominium may be terminated by the approval, in writing, of all of the owners of the units therein and by all record owners of mortgages thereon.

**24.3 CERTIFICATE.**

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

**24.4 SHARES OF OWNERS AFTER TERMINATION.**

After termination of the condominium, 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 termination.

**24.5 AMENDMENTS.**

This section concerning termination cannot be amended without the consent of 80% of the unit owners and all record owners of mortgages upon condominium parcels.

**25. SEVERABILITY AND INVALIDITY.**

The invalidability, in whole or in part, of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, the By-Laws and the Rules and Regulations of the Association, shall not affect the validity of the remaining portions which shall remain in full force and effect.

In the event any court shall hereafter determine that any

provisions of this Declaration of Condominium, as originally drafted, or as amended, violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid but, instead, shall be reduced to the maximum period allowed under such rule of law, and for such purpose measuring lives shall be those of the incorporators of the Association.

26. INTERPRETATION.

The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a commercial condominium in accordance with Chapter 718, Florida Statutes, as amended.

IN WITNESS WHEREOF, the Developer, PONCE DE LEON VILLAS, INC. has caused this Declaration of Condominium to be executed in its name, by its President, and its corporate seal hereunto affixed, this 15 day of September, 1989.

Witnesses:

Christine C. Birmann  
Janine McChesney

PONCE DE LEON VILLAS, INC.,  
a Florida corporation  
By: [Signature]  
JES

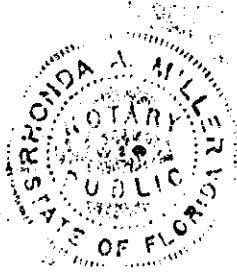
STATE OF FLORIDA  
Bradford  
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared JEFFREY L. MELDON, as President of PONCE de LEON VILLAS, INC., a Florida corporation, known to me to be the person described in an who executed the foregoing Declaration of Condominium as such officer, and he acknowledged before me that he executed the same for the uses and purposes therein expressed and same is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of September, 1989.

Rhonda A. Miller  
Notary Public, State of Florida  
My commission expires: \_\_\_\_\_

RHONDA A. MILLER, NOTARY PUBLIC  
STATE OF FLORIDA  
MY COMMISSION EXPIRES 6/21/93



**EXHIBIT "A"**  
**OF THE DECLARATION OF CONDOMINIUM OF**  
**PONCE de LEON VILLAS CONDOMINIUM NO. 1**  
**A Condominium**

**LEGAL DESCRIPTION**  
**OF PHASE I**



**PHASE I LEGAL DESCRIPTION**

A portion of Lot 14, Ponce de Leon Villas, as recorded in Mapbook 18, Pages 55 and 56 Public Records of St. Johns County, Florida, and being more particularly described as follows:

For a Point of Beginning use the Southerly corner of said Lot 14 on the arc of the Cul-de-sac; thence South 00° 45' 00" East along the East line of said Lot 14, 51.91 feet; thence South 89° 15' 00" West 88.00 feet; thence North 00° 45' 00" West, 15.00 feet; thence North 28° 39' 19" East, 30.00 feet; thence South 89° 15' 00" West, 89.17 feet; thence North 61° 20' 41" West, 151.53 feet to the North line of said Lot 14; thence North 89° 15' 00" East, 262.70 feet along said North line to the Northeast lot corner, said corner on the arc of the cul-de-sac, nontangent to the last line, said curve having a radius, chord and chord bearing of 40.00 feet, 71.11 feet and South 27° 16' 28" East; thence around the arc, 87.58 feet to the Point of Beginning.

Lot 16, Phase 2 of Leon Villas, as recorded in Mapbook 15, pages 55 and 56, Public Records of St. Johns County, Florida.  
 I HEREBY CERTIFY that I have surveyed the lands so shown in the above caption and that there are no above-ground encroachments to the best of my knowledge except as shown and also shown in an accurate representation thereof. This survey complies with Section 472.03, Florida Statutes and Chapter 211B-67A.

*Survey of Leon Villas, Phase 2, Lot 16*  
 Surveyed by: *Jeffrey Melton*  
 Date: 10/26/93  
 Book: 15, Page: 55  
 Mapbook: 15, Page: 55  
 Section: 16, Township: 36N, Range: 17W  
 County: St. Johns County, Florida  
 Reference: Map for St. Johns County, Florida Community Panel No. 121647-0236D.  
 Reference Bearing: North 89°15' East on the North line of lot (place).

NOTE: JEFFREY MELTON

**NOTES:**  
 1. This map shows existing improvements and easements on Lot 16. The division lines are for future phasing of lot for condominiums.

2. Legal description for phase will be on Sheet 2, also description for pool area exception.

**EASEMENTS:**

1. A non-exclusive easement for ingress and egress and installation and maintenance of utilities over, under and across all roadways, parking areas and common elements, now or hereafter constructed, reserved by developer.
2. An easement for drainage over the northerly 15 feet of the Condominium property.
3. A 10 foot wide non-exclusive easement for pedestrian ingress and egress to the swimming pool and dock in favor of the Ponce du Leon Villas Homeowners' Association, Inc. WILL BE RESERVED WHEN CONSTRUCTED
4. A non-exclusive easement for ingress and egress over and across the parking area in favor of the owners of Lot 13, Ponce du Leon Villas, as per plat recorded in Mapbook 16, pages 55 and 56, Public Records of St. Johns County, Florida.

This survey is certified to Barnett Bank of St. Johns County and Attorney's Title Insurance Fund.

Note: 5. Foundation for building the outside building can be this company as can the building location for

Survey not valid unless signed and

Notes: 6. Right-of-way visible on

7. Distances and bearings

8. Reference Elevation:

Legend:

FLP 62574 equals found 1" iron rods

FLP 62574 equals found 1" iron pipe

F.C.N. equals found 4" x 4" concrete

NOVD, SL2 1729 equals National Grid

N/A = con

There are no ground attachments to the survey. This survey complies with the Florida Survey Law, Chapter 320, Florida Statutes.

Survey No. 12345  
Date of Survey: 12/15/2023  
Surveyor: J. Smith  
Flood Insurance: \$100,000  
According to the Flood Insurance

for future phasing of lot for  
improvement.

as of utilities over, under and across  
owned by developer.

swimming pool and dock in favor of  
CONSTRUCTED  
is in favor of the owners of Lot 13,  
records of St. Johns County, Florida.

the Title Insurance Fund.

Notes: 5. Foundation elevations were corrected into the 1988 datum as shown.  
The elevation of the ground surface is different from the plan furnished  
to this company. The plan of the original survey, this company did not state  
the building foundation prior to construction.

Survey not valid unless signed and witnessed with raised surveyor seal.

Notes: 6. Right-of-way widths are per plat, were not field verified.

7. Distance and bearings of original lot match plan unless shown otherwise.

8. Reference Elevation: Benchmark V-311, N.C.V.D. elevation 13.971 feet SLD 1929.

Legend:

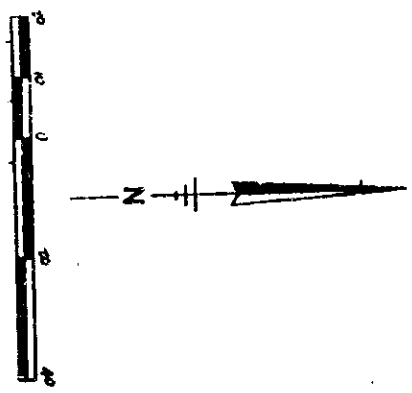
PIP 42876 equals found 1/2 iron rebar with cap P.L.S. 2676 (Paul Taylor survey registration number).

PIP 4894 equals found 1/2 iron pipe with cap 15 894 (Larson Jones survey registration number).

P.C.M. equals found 4" x 4" concrete element

NOID, SLD 1929 equals National Geographic Vertical Data based on Sea Level Datum of 1929.

ALF CONDOY CONSTRUCTION CO, INC



17  
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DATE OF  
SURVEY

11/09/2023

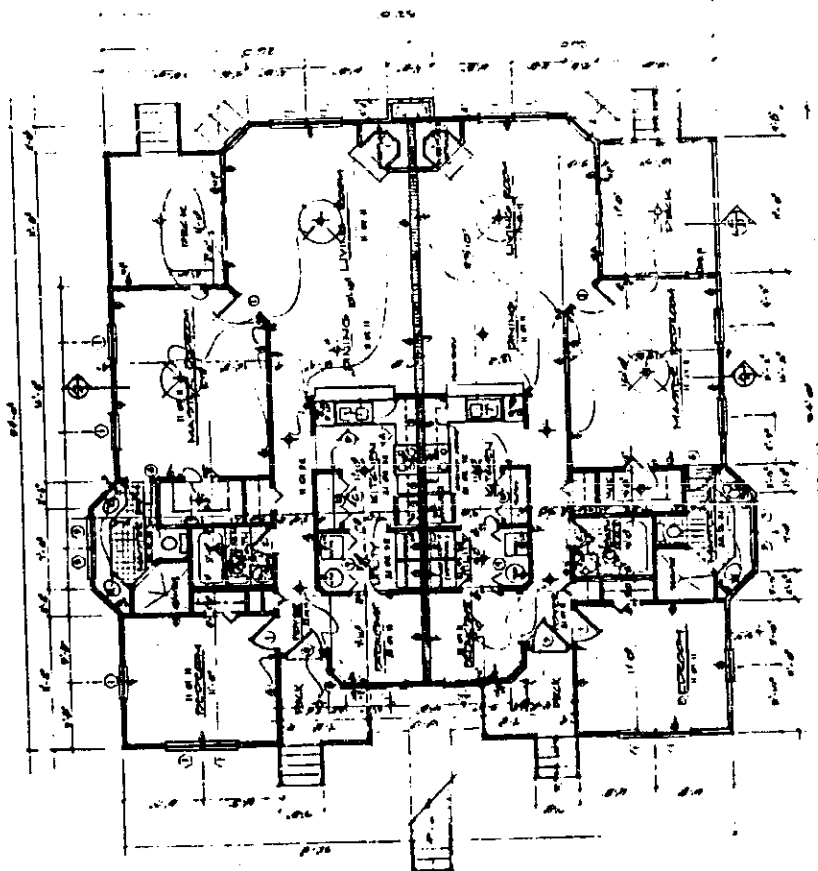
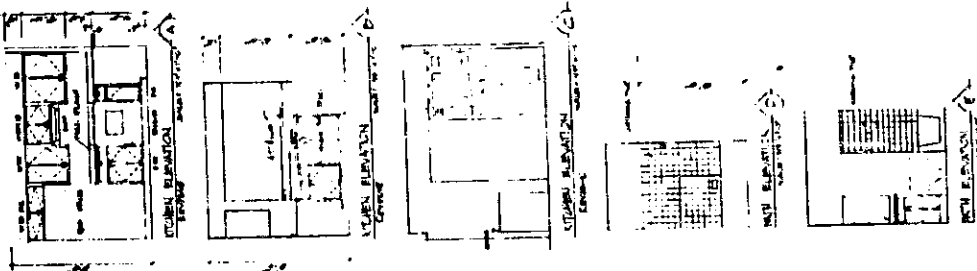




**EXHIBIT "C"**  
**OF THE DECLARATION OF CONDOMINIUM OF**  
**PONCE de LEON VILLAS CONDOMINIUM NO. 1**  
**A Condominium**

**FLOOR PLANS**

LES THOMAS ARSCHITECT 45 VAN FORD ST. ACQUITTING, FL. 322-9908	20 N. MINIM 2 PONGE DE LEBON VILLAS AP. 1001, ST. LUCY, FLORIDA
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FIRST FLOOR PLAN

NOTES: 1. DIMENSIONS OFF FROM PIVOT POINT  
2. DIMENSIONS OFF FROM PIVOT POINT

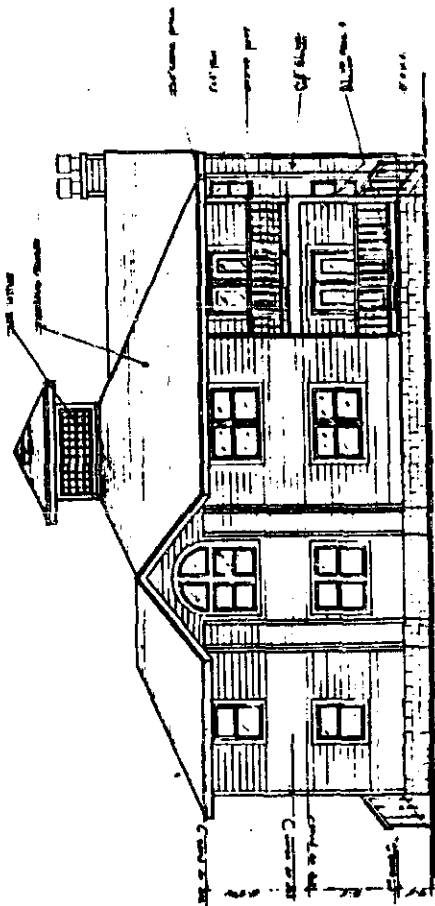
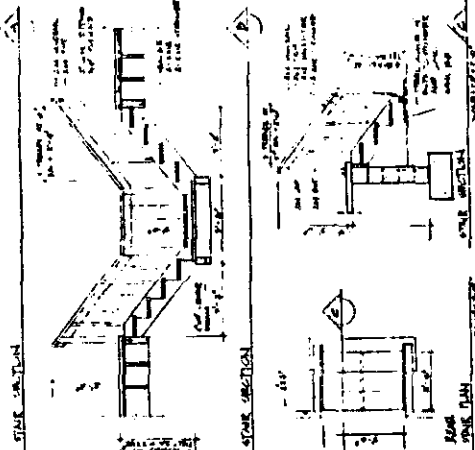
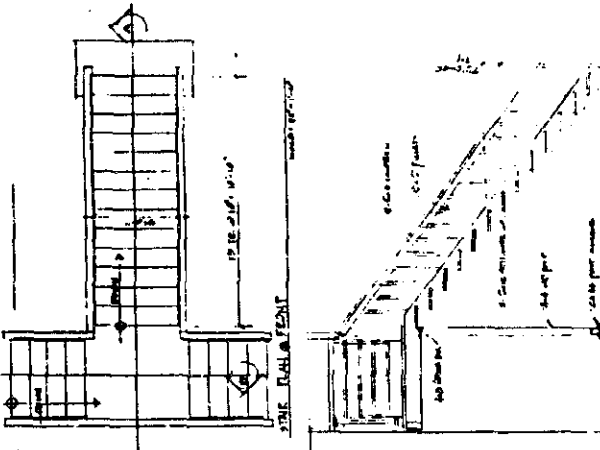
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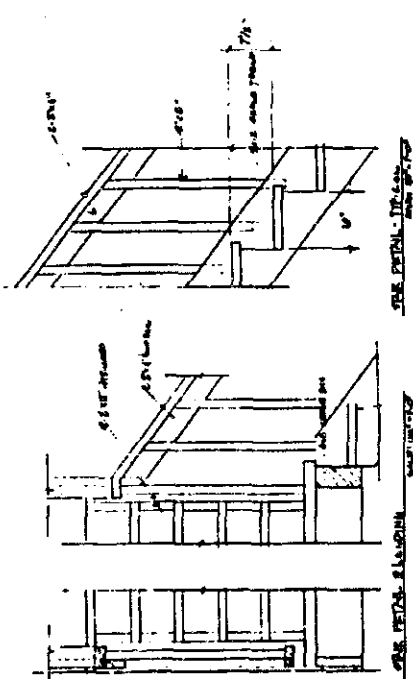


LEO THOMAS  
ARCHITECT  
35 HAWTHORNE ST., ST. AUGUSTINE, FL. 32080-1000

FOR  
LORD MONTGOMERY  
OF ST. JOHN COUNTY, FLORIDA

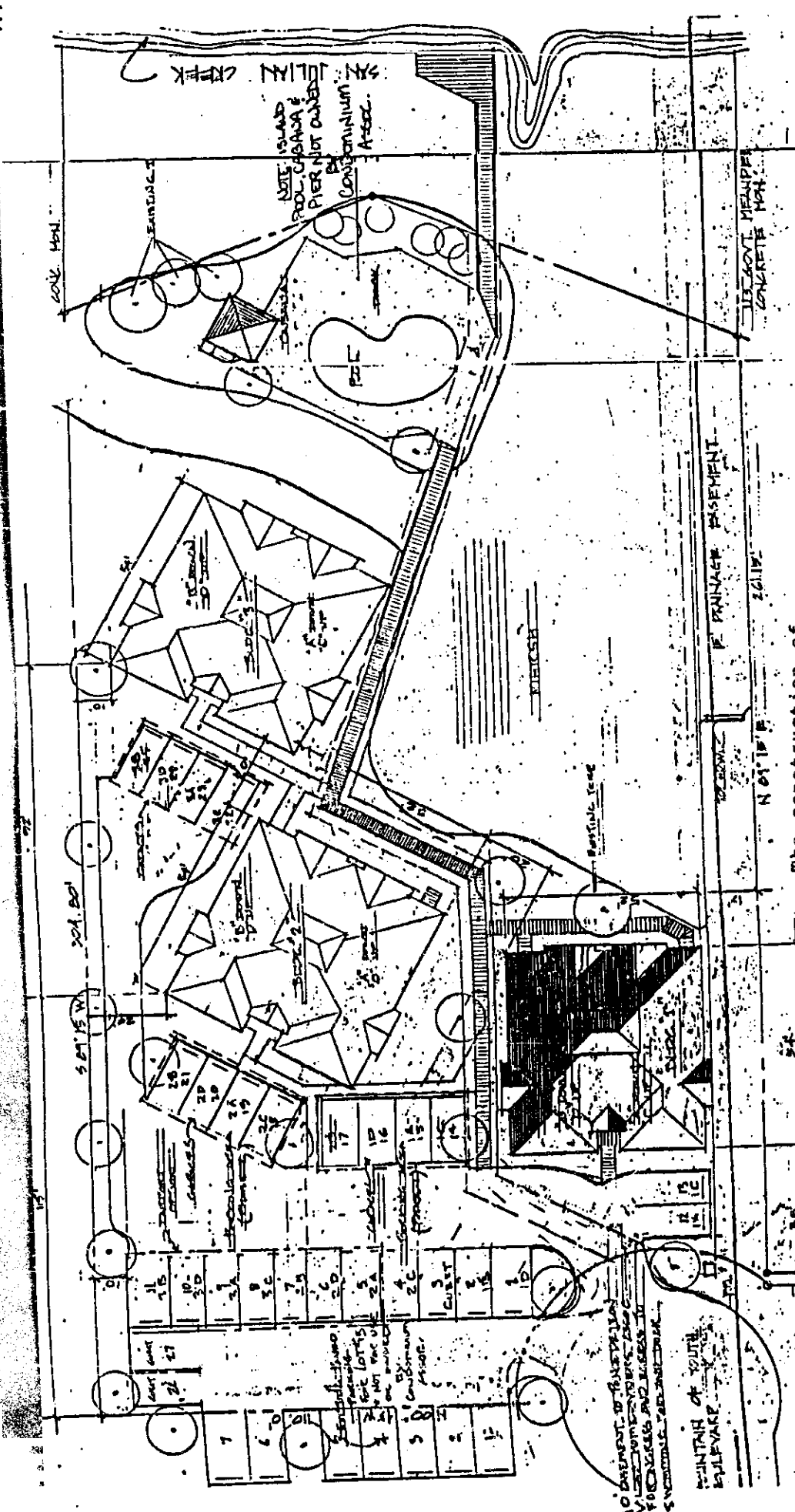


NOTES: 1. SEE OTHER SHEETS FOR DETAILS.  
2. SEE OTHER SHEETS FOR DETAILS.  
3. SEE OTHER SHEETS FOR DETAILS.



**EXHIBIT "D"**  
**OF THE DECLARATION OF CONDOMINIUM OF**  
**PONCE de LEON VILLAS CONDOMINIUM NO. 1**  
**A Condominium**

**SITE PLAN**



The construction of the Condominium has not been substantially completed.

DEFLECTION

LOT-14 OF, PINE DE LEON, VILLAS, AS  
RECORDED IN MAP BOOK 10, PAGES  
58 AND 59, PUBLIC RECORDS OF ST.  
JUAN COUNTY, FLORIDA.

# STEEL PLAN

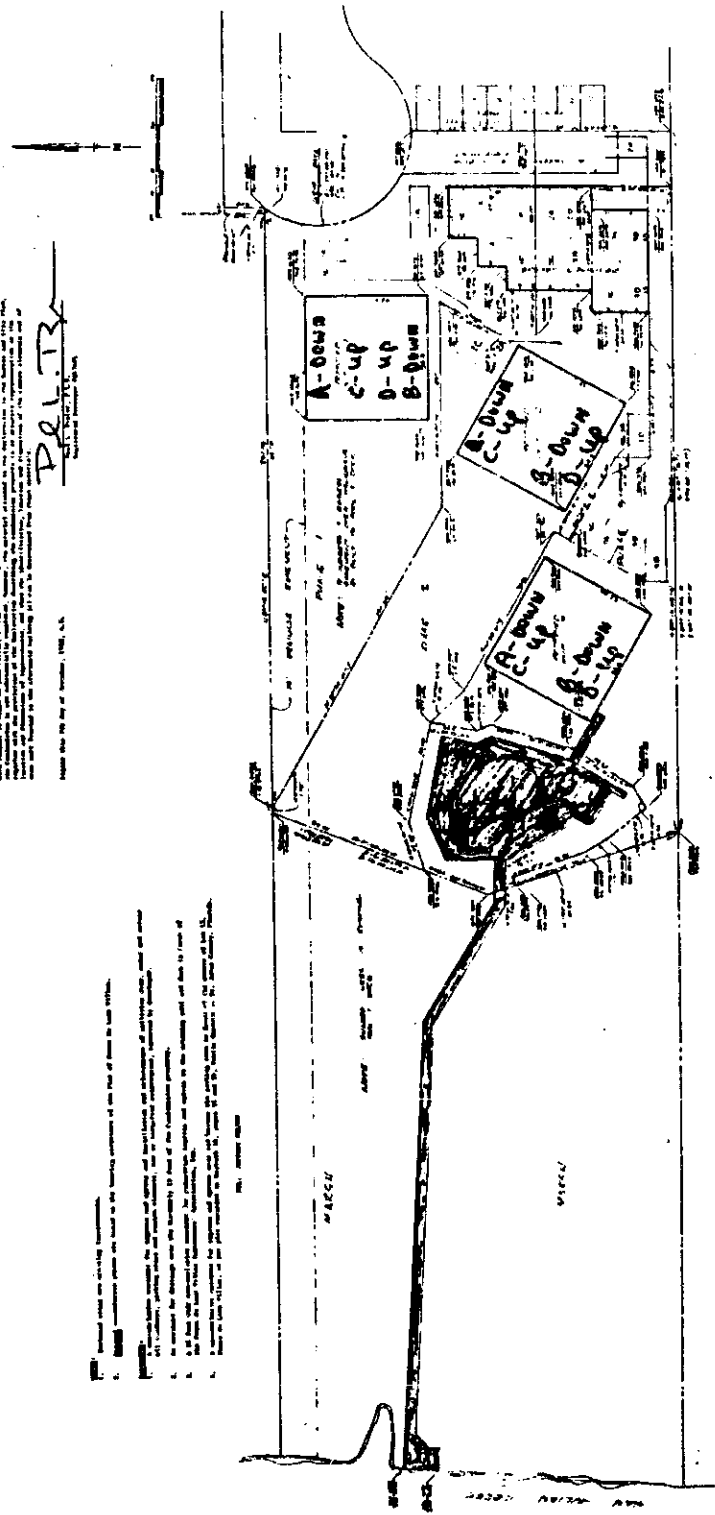
NAME QUINN-QUINN, -REAR, 100  
ADDRESS 1200 N. 1000 E. SALT LAKE CITY, UT 84143

[illegible]

**RESEARCH RESULTS** Under a randomized field protocol we invited to participate in the Point of Purchase, healthy adults who were in good health. Contrary to our expectations, we did not find a statistically significant difference in the number of cigarettes smoked in the 2 weeks before and after the intervention. However, the number of cigarettes smoked in the 2 weeks after the intervention was significantly lower than the number of cigarettes smoked in the 2 weeks before the intervention. This result is consistent with the findings of the previous studies on the effectiveness of the Point of Purchase intervention.

DEL:TB  
del. 10/10/74  
Regional Manager 10/10/74

**THE UNIVERSITY OF CHICAGO PRESS**

[illegible]

**EXHIBIT "E"**  
**OF THE DECLARATION OF CONDOMINIUM OF**  
**PONCE de LEON VILLAS CONDOMINIUM NO. 1**  
**A Condominium**

**EQUIPMENT AND FURNITURE TO BE INCLUDED WITHIN UNITS**

**EQUIPMENT AND FURNITURE  
TO BE INCLUDED WITH UNITS**

1. Wall to Wall carpet over a 9/16" Rebond Pad with Armstrong or Congoleum floor covering in Breakfast Nook Area, Kitchen, Foyer and Bathrooms. Allowance of \$1,800.00 per unit.
2. High efficiency central Air Conditioning System with Heat Pump for economical winter use.
3. Quick recovery 40 gallon lined Hot Water Heater.
4. All electric kitchen appliances included; Range with Self Cleaning Oven, Dishwasher, Garbage Disposal and Range Hood.
5. Pre-wiring for Telephone (3 jacks).
6. Pre-wiring for Television (2 outlets).
7. Plumbing and electrical connection for Washer and Dryer.
8. Smoke Detector.
9. Door Chimes.
10. Wood Louvered closed, pantry and utility doors.
11. Master bathroom with ceramic tile shower and glass shower door.
12. Ventilated shelving in kitchen, pantry and closets.
13. Insulated exterior wall, R-11 Batt Fiberglass (3-1/2") with R-19 Batt Fiberglass (6") in attic.
14. Party walls concrete block filled with sound insulator.

**EXHIBIT "F"**  
**OF THE DECLARATION OF CONDOMINIUM OF**  
**PONCE de LEON VILLAS CONDOMINIUM NO. 1**  
**A Condominium**

**ARTICLES OF INCORPORATION**



ARTICLES OF INCORPORATION

OF

O.R. 833 PG 0757

PONCE de LEON VILLAS CONDOMINIUM NO. I ASSOCIATION, INC.

I, the undersigned natural person competent to contract, associate my self for the purpose of forming a corporation not-for-profit under Chapter 617 of the Florida Statutes, and certify as follows:

ARTICLE I

NAME

The name of the corporation is PONCE de LEON VILLAS CONDOMINIUM NO. I ASSOCIATION, INC.

ARTICLE II

PURPOSE

The purposes and objectives of the corporation are such as are authorized under Chapter 718 of the Florida Statutes and include providing for the operation, maintenance, preservation, administration, and management of PONCE de LEON VILLAS CONDOMINIUM NO. I, a Condominium, under the Florida Condominium Act, located in St. Johns County, Florida (hereinafter referred to as the "Condominium").

ARTICLE III

POWERS

The powers of the Association shall be, in addition to the general powers afforded a corporation not-for-profit under the statutory laws of the State of Florida, all the powers reasonably necessary to implement the purpose of this Association, including, but not limited to, the following:

1. To operate and manage a condominium building or buildings and the lands on which it is situated.

2. To carry out all the powers and duties vested in the Association pursuant to the Declaration of Condominium and By-Laws and any rules and regulations of the Association which shall include:

(a) to make and collect assessments against members to defray the costs, expenses and losses of the Condominium;

(b) to use the proceeds of assessments in the exercise of its powers and duties;

(c) to maintain, repair, replace and operate the Condominium property;

(d) to reconstruct improvements after casualty and to further improve the property;

(e) to make and amend regulations respecting the use of the Condominium properties;

(f) to approve or disapprove proposed mortgagees of condominium units;

(g) to enforce by legal means the provisions of the Declaration of Condominium, these Articles, the By-Laws of the Association and the Rules and Regulations for the use of the Condominium property;

(h) to contract for the management and maintenance of the Condominium and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted it by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association;

(i) to purchase insurance upon the property and insurance for the protection of the Association and its members as unit owners.

(j) to operate and maintain the property's stormwater management system and stormwater discharge facility as exempted or permitted by State and Federal Agencies.

3. The Association shall be authorized to exercise and enjoy all the powers, rights and privileges granted to or conferred upon non-profit corporations of a similar character by the provisions of Chapter 617, Florida Statutes, entitled "Florida Corporations Not for Profit", now or hereafter in force and to do any and all things

ARTICLE IV

MEMBERS

Each condominium unit shall have appurtenant thereto a membership in the corporation, which membership shall be held by the person or entity, or in common by the persons or entities owning such unit, except that no person or entity holding title to a unit as security for the performance of an obligation, shall acquire the membership appurtenant to such unit by virtue of such title ownership. In no event may any membership be severed from the unit to which it is appurtenant.

Each membership in the corporation shall entitle the holder or holders thereof to exercise that proportion of the total voting power of the corporation corresponding to the proportionate undivided interest in the common elements appurtenant to the unit to which such membership corresponds, as established in the Declaration.

ARTICLE V

DURATION

The period of the duration of the corporation is perpetual.

ARTICLE VI

SUBSCRIBERS

The name and residence of the subscriber to these Articles are:

Name

Jeffrey Meldon

Address

5725 N.W. 91st Street  
Gainesville, Florida 32606

ARTICLE VII

OFFICERS

The affairs of the corporation are to be managed by a President, Vice-President and Secretary/Treasurer who will be accountable to the Board of Directors. Officers will be elected annually in the manner set forth in the By-Laws. The name of the officers who are to serve until the first election of officers are as

follows:

O.R. 833 PG 0760

<u>Name</u>	<u>Office</u>
Jeffrey Meldon	President
Harry Meldon	Vice-President
Toby Meldon	Secretary/Treasurer

#### ARTICLE VIII

##### DIRECTORS

The number of persons constituting the first Board of Directors is not less than three (3). The names and addresses of the Directors who are to serve until the first annual meeting of the members or until their successors are elected and qualified are:

<u>Name</u>	<u>Address</u>
Jeffrey Meldon	5725 N.W. 91st Street Gainesville, Florida 32606
Harry Meldon	24250 Shaker Boulevard Shaker Heights, Ohio 44122
Toby Meldon	5725 N.W. 91st Street Gainesville, Florida 32606

#### ARTICLE IX

##### BY-LAWS

By-Laws regulating operation of the corporation shall be adopted by the Board of Directors and may be amended by the first Board of Directors until the first annual meeting of members. Thereafter, the By-Laws shall be amended by the members in the manner set forth in the By-Laws.

#### ARTICLE X

##### AMENDMENTS TO ARTICLES

Amendments to these Articles of Incorporation may be proposed by at least two-thirds (2/3) of the Directors or by members entitled to exercise at least one-third (1/3) of the then authorized membership voting power. Amendments may be adopted by affirmative vote of those members exercising not less than two-thirds (2/3) of the total voting power of the corporation. Additional requirements concerning proposal and adoption of amendments to these Articles

shall be set forth in the By-Laws.

D.R. 833 PG 0761

#### ARTICLE XI

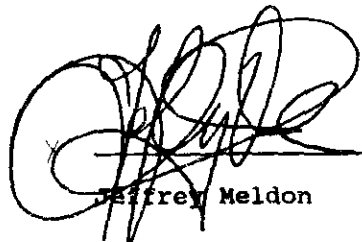
##### INDEMNIFICATION

Every director and officer of the Association and every member of the Association serving the Association at its request shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees and appellate attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding or any settlement of any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, or by reason of his or serving or having served the Association at its request, whether or not he or she is a director or officer or is serving at the time the expenses or liabilities are incurred; provided that, in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of gross negligence or willful misconduct in the performance of his or her duties, the indemnification shall apply only when the Board of Directors approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not in lieu of any and all other rights to which that person may be entitled.

#### ARTICLE XII

##### INITIAL REGISTERED OFFICE AND RESIDENT AGENT

The street address of the Registered office of the Association is 29 Fountain of Youth Boulevard, St. Augustine, Florida, and the name of its initial Registered Agent at such address is Jeffrey Meldon.



Jeffrey Meldon

STATE OF FLORIDA

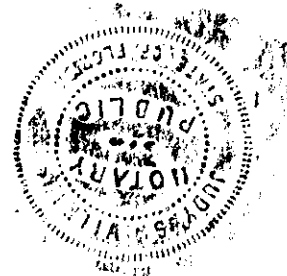
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared JEFFREY MELDON, to me known to be the person described as incorporator and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he subscribed to those Articles of Incorporation.

WITNESS my hand and official seal in the County and State named above this 18 day of September, 1988.

Sheff. L. L.  
Notary Public, State of Florida  
My Commission Expires:

(SEAL)



**EXHIBIT "C"**  
**OF THE DECLARATION OF CONDOMINIUM OF**  
**PONCE de LEON VILLAS CONDOMINIUM NO. 1**  
**A Condominium**

**BY-LAWS**

## BY-LAWS OF

PONCE DE LEON VILLAS CONDOMINIUM NO. I ASSOCIATION, INC.

## ARTICLE ONE

PLAN OF CONDOMINIUM OWNERSHIP

Section One. Unit ownership. The condominium located at 29 Fountain of Youth Boulevard, St. Augustine, Florida, known as PONCE DE LEON VILLAS CONDOMINIUM NO. I, A CONDOMINIUM, is submitted to the provisions of Chapter 718 of the Florida Statutes, known as the Condominium Act, by Declaration recorded simultaneously herewith in the St. Johns County, Public Records.

Section Two. Applicability to property. The provisions of the By-Laws are applicable to the condominium, which term includes the land, the buildings, and all other improvements thereon, all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith.

Section Three. Applicability to persons. All present and future owners, lessees, and mortgagees, their employees, and any other person who may use the facilities of the Condominium in any manner, shall be subject to these By-Laws, the Declaration, relevant unit deeds, and rules and regulations pertaining to the use and operation of the condominium property.

Section Four. Office. The office of the Condominium shall be located at 29 Fountain of Youth Boulevard, St. Augustine



Florida.

ARTICLE TWO

FORM OF ADMINISTRATION

Section One. The Association and Board of Directors. The affairs of the Condominium shall be administered and managed by an association of unit owners organized as a Florida corporation not-for-profit, having the name, PONCE DE LEON VILLAS CONDOMINIUM NO. 1 ASSOCIATION, INC., and hereinafter call the "Association". All power and authority of the Association shall be exercised through its Board of Directors, consisting of not less than three (3) members nor more than five (5) members. The initial Board of Directors shall consist of three (3) members.

Section Two. Composition of Board of Directors. Members of the Board of Directors shall be designated by PONCE DE LEON VILLAS, INC., a Florida corporation, hereinafter called "Developer", or elected by the unit owners as follows:

(a) Until fifteen percent (15%) of the units that will eventually be operated by the Association are owned by unit owners other than Developer, and thereafter until successors shall have been elected by unit owners, the Board of Directors shall consist of such officers and directors of Developer as Developer shall from time to time designate.

(b) Then, in an election by unit owners as provided by law and in these By-Laws, unit owners other than Developer shall elect

one (1) members of the Board, and an equal number of the members previously designated by Developer shall resign.

(c) The unit owners' representation on the Board specified above shall continue until and election, as provided by laws and in these By-Laws, after the earliest of (1) the date three (3) years after sales by Developer of seventy-five percent (75%) of the units in the Condominium have closed; or (2) the date three (3) months after sales by Developer of ninety percent (90%) of the units in the Condominium have closed; or (3) the date when all the units have been completed, some of them have been sold, and no unsold units are being offered for sale by Developer in the ordinary course of business. At such election, and in all subsequent elections, the unit owners other than Developer shall elect the greater of (1) a majority of the members of the Board, or (2) that number of members corresponding to the aggregate voting power of unit owners other than Developer.

(d) Developer shall be entitled to elect at least one (1) members of the Board for so long as Developer holds five percent (5%) of the units in the Condominium for sale in the ordinary course of business.

Persons elected to the Board of Directors by unit owners other than Developer shall be owners, co-owners, spouses of owners, or mortgagees of units, or, in the case of corporate owners or mortgagees of units, officers, directors, shareholders, or employees of such corporations.

Section Three. Powers and duties. The Board of Directors

shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things as are not by law, by the Declaration, or by these By-Laws directed to be exercised and done by the unit owners. The powers and duties to be exercised by the Board of Directors shall include, but shall not be limited to the following:

(a) Maintenance, repair, replacement, cleaning, and sanitation of the common elements;

(b) Determination, assessment, and collection of funds for common expenses, and payment of such expenses;

(c) Adoption, distribution, amendment, and enforcement of rules governing the use and operation of the Condominium and the use of the common elements, subject to the right of a majority of unit owners to change any such rules;

(d) Procurement and maintenance of insurance as hereinafter provided;

(e) Maintenance of accounting records, in accordance with law and generally accepted accounting principles, which records shall be made available for inspection by unit owners and mortgagees at all reasonable times;

(f) Authorization and prosecution, in the name of the Association of any and all actions and proceeding deemed necessary or appropriate in furtherance of the interests of unit owners generally, including suits to foreclose liens for non-payment of assessments or to recover money judgments for unpaid assessments;

(g) Entry into any and all contracts deemed necessary or appropriate in furtherance of the interest of unit owners generally;

(h) Employment and dismissal of personnel deemed necessary or appropriate for the maintenance and operation of the property, the common elements, and the restricted common elements;

(i) Establishment of bank accounts in the name of the Condominium, and authorization of signatories therefor;

(j) Purchasing, leasing or otherwise acquiring in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all unit owners, units offered for sale, lease, or surrender by their owners to the Board;

(k) Purchasing units at foreclosure or other judicial sale in the name of the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners;

(l) Selling, leasing, mortgaging, or otherwise dealing with units acquired by, and sub-leasing units leased by, the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners;

(m) Organizing corporations to act as designees of the Board of Directors in acquiring title to or leasing units on behalf of all unit owners;

(n) Contracting for repairs of, and additions and improvement to, the property, and for repairs to, and restoration of, the property in accordance with the provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of

condemnation or eminent domain proceedings.

Section Four. Election and terms of office. At the first meeting of unit owners after the date on which unit owners other than Developer become entitled to elect at least a majority of the members of the Board of Directors, the terms of office of Board members shall be one (1) year. Board Members shall hold office until their successors have been elected and hold their first meeting.

Section Five. Removal of Board members. At any regular or special meeting, duly called, any one or more members of the governing Board may be removed with or without cause by a majority of unit owners, and a successor may then and there be elected to fill the vacancy so created. Any Board member so elected shall serve for the unexpired term of his predecessor in office. Any member whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting at which a vote is to be taken on the issue of his removal.

Section Seven. Organizational meeting. The first meeting of each Board of Directors, at least a majority of the members of which have been elected by unit owners other than Developer, shall be held within thirty (3) days after the election of such Board, at such place as may be fixed by the Board. No notice shall be necessary to the newly elected Board of Directors to legally constitute such meeting, providing that a majority of the Board shall be present.

Section Eight. Regular meetings. Regular meetings of the Board of Directors may be held at such times and places as shall from time to time be determined by the Board; provided, however, that at

least one (1) such meeting shall be held during each calendar year Notice of regular meetings of the Board of Directors shall be given to each Board member personally, or by mail or telephone, at least thirty (30) days prior to the date set for such meeting.

Section Nine. Special meetings. Special meetings of the Board of Directors may be called by the President, and shall be called by the President or Secretary on the written request of at least two (2) Board members, on ten (10) days' notice to each Board member, given personally or by mail, telephone or telegraph. Any such notice shall state the time, place and purpose of the meeting.

Section Ten. Meetings open to unit owners. All meetings of the Board of Directors shall be open to all unit owners. Notice of each meeting will be given to each unit owners personally, or by mail or telephone, at least 48 hours before the meeting, except in the case of emergency meetings.

Section Eleven. Waiver of Notice. Any Board member may at any time waive notice of any meeting of the Board, in writing, and any such written waiver shall be deemed equivalent to the giving of the notice required herein. Attendance of any Board meeting by a member shall constitute a waiver by him or her of notice of the time and place thereof. If all Board members are present at any meeting of the Board, no notice shall be required, and any business may be transacted at any such meeting.

Section Twelve. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Board shall

constitute a quorum for the transaction of business, and the acts of a majority of the members present at a meeting at which a quorum is present shall constitute the acts of the Board. If at any meetings of the Board of Directors there be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section Thirteen. Minutes. Minutes shall be taken at all meetings of the Board of Directors. Copies of the minutes shall be available for inspection at the office of the Association by unit owners and Board members at all reasonable times.

### ARTICLE THREE

#### OFFICERS

Section One. Designation. The principal officers of the Association shall be a President, Vice President and Secretary/Treasurer, all of whom shall be elected by and from the Board of Directors.

Section Two. Election of officers. The Officers of the Association shall be elected annually by the Board of Directors at its organizational meeting, and shall hold office at the pleasure of the Board.

Section Three. Removal of officers. On the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, with or without cause, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for that purpose.

Section Four. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Board of Directors and of unit owners. He shall have all general powers and duties that are incident to the office of president of a Florida corporation not for profit, including, without limitation, the power to appoint committees from among the owners from time to time as he may deem appropriate to assist in the conduct of the affairs of the Association.

Section Five. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as may from time to time be imposed upon him by the Board of Directors.

Section Six. Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of all meetings of the Board of Directors and of unit owners; he shall have charge of such books and papers as the Board of Directors may determine; and shall have responsibility for the funds and securities of the Association, for keeping full and accurate accounts showing all receipts and disbursements, and for the preparation of all



necessary financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Directors or managing agent, in such depositories as may from time to time be designated by the Board of Directors, and shall, in general, perform all duties incident of the office of Secretary/Treasurer of a Florida corporation not for profit.

#### ARTICLE FOUR

##### UNIT OWNERS

Section One. Annual meetings. Within thirty (30) days after the date on which unit owners other than Developer own fifteen percent (15%) of the units that will eventually be operated by the Association, the Board of Directors shall call and give notice of the first annual meeting of unit owners, which meeting shall be held not less than thirty (30) days after the date of the notice. At such meeting at least one-third (1/3) of the officers and directors of Developer holding office as members of the Board of Directors shall resign, as provided elsewhere in these By-Laws, and unit owners other than Developer shall elect one (1) or more members to the Board. Thereafter annual meetings of the unit owners shall be held on the first Monday of October of each succeeding year. At each such subsequent meeting the unit owners shall elect a number of members to the Board of Directors sufficient to fill all vacancies and to replace or re-elect members whose terms have expired. Unit owners may also transact such other business of the Association as may properly come before the meeting.

Section Two. Special meetings. The President may, and shall, if directed by resolution of the Board of Directors or by petition signed and presented to the Secretary/Treasurer by unit owners owning a total of at least two-thirds (2/3) of the common interest, call a special meeting of unit owners. The notice of any special meeting shall state the time and place of the meeting, and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent, either in person or by proxy, of unit owners owning at least two-thirds (2/3) of the common interest.

Section Three. Place of meetings. Meetings of unit owners shall be held at the principal office of the Association, or at such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section Four. Notice of meetings. It shall be the duty of the Secretary/Treasurer to mail a notice of each annual or special meeting, stating the purpose, and the time and place thereof, to each unit owner at least fourteen (14) day prior to such meeting. The mailing of a notice in the manner provided in this section shall be considered notice served.

Section Five. Quorum. At all meetings of unit owners, a majority of unit owners shall constitute a quorum for transaction of business. If a quorum is present at a meeting, the acts of a majority, in both common interest and in number of units held of those unit owners present, shall bind all unit owners for all purposes other than those for which a higher percentage is required by law, by the Declaration,

or by these By-Laws. If, at any meeting of unit owners, less than a quorum is present, a majority of those present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. At any such subsequent meeting at which a quorums present, any business that might have been transacted at the meeting as originally called may be transacted without further notice. As used in these By-Laws, the term "majority" of unit owners" means those owners holding fifty-one percent (51%) in the aggregate in both common interest and number of units.

Section Six. Order of business. The order of business at all meetings of unit owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of Board of Directors.
- (f) Reports of committees.
- (g) Election of inspectors of election (when appropriate).
- (h) Election of members of Board of Directors (when required)
- (i) Unfinished business.
- (j) New business.

Section Seven. Voting. The owner or owners of each unit, or some person appointed by such owner or owners to act a proxy on his or their behalf, shall be entitled to cast the vote appurtenant to each such unit at all meetings of unit owners. The appointment of

any proxy shall be made in writing filed with the Secretary/Treasurer, and shall be revocable at any time by notice in writing to the Secretary/Treasurer. No one person may hold more than two (2) proxies. Voting shall be on a percentage basis. The percentage of the vote to which an owner is entitled shall be the percentage or the sum of the percentages of ownership interest in the common elements assigned to the unit or units owned by him as set forth in the Declaration.

Section Eight. Minutes. Minutes shall be taken at all meetings of unit owners. Copies of the minutes shall be available for inspection at the office of the Association by unit owners and members of the Board of Directors at all reasonable times.

#### ARTICLE FIVE

##### OPERATION OF PROPERTY

Section One. Determination of the common charges. Each year the Board of Directors shall prepare a proposed budget of common expenses for the Association. This budget shall include projections of common expenses, common revenues (from sources, if any, other than assessments of unit owners), the amount of common charges required to meet the excess of the former over the latter, and an allocation and assessment of such common charges against unit owners proportionate to each unit owner's interest in the common elements as provided in the Declaration.

As used in these By-Laws, the term "common expenses" or "common charges" shall mean expenses or charges for which unit owners are

proportionately liable, and shall include, but shall not be limited to the following:

(a) All expenses of administration, maintenance, repair and replacement of the common elements.

(b) Insurance premiums on all policies of insurance obtained by the Board of Directors, managing agent or manager, as the case may be, pursuant to Section Eleven of this Article.

(c) Working capital reserve.

(d) General operating reserve.

(e) Repair and replacement reserve.

(f) Reserve for deficits accrued in prior years.

(g) Reserve for acquisition or lease of units, the owners of which have elected to sell or lease the same, or that may become available at foreclosure or other judicial sale.

(h) Utility rates for water and gas, and related sewer rents.

(i) Utility rates for electricity serving the common elements, other than leased portions thereof, which shall be separately metered.

(j) All other amounts that the owners may agree upon or that the Board of Directors may deem necessary or appropriate for the operation, administration, and maintenance of the Condominium.

(k) All other amounts designated 'common expenses by the Declaration, by these By-Laws or by law.

A copy of the proposed budget will be mailed to each unit

owner and unit mortgagee not less than thirty (30) day prior to the meeting at which the budget will be considered by the Board, together with a notice of that meeting. A final budget of common expenses will be adopted by the Board at such meeting.

Section Two. Collection of assessments. The Board of Directors shall, by suitable written notice, assess common charges against unit owners monthly, on the first day of each month, each such assessment covering the next succeeding month. If any such installment remains unpaid for more than ten (10) days for the date due, the Board of Directors will take prompt action to collect it.

Section Three. Common surplus. If, in any taxable year, the net receipts of the Association from assessments and all other sources except casualty insurance proceeds and other non-recurring items, exceeds the sum of (a) total common expenses for which payment has been made or liability incurred within the taxable year, and (b) reasonable reserves for common expenses and other liabilities in the next succeeding taxable year as may be determined by the Board of Directors, such excess shall be retained and applied to lessen the assessments for the next succeeding year, the amount of such reduction for each unit owner being in proportion to his undivided interest in the common elements.

Section Four. Liability for assessments. All unit owners are obligated to pay the common charges assessed by the Board of Directors at the times set forth in these By-Laws. No unit owner may exempt himself from liability for any assessment for common charges by

waiver of use or enjoyment of any of the common elements or by abandonment of his unit.

Section Five. Default in payment of common charges. In the event a unit owner shall fail, for ten (10) days following the due date thereof, to pay to the Board of Directors the common charges assessed against his unit, such unit owner shall be deemed in default, and shall be obligated to pay interest at the highest rate allowed by law on such common charges from the due date thereof, together with all expenses, including reasonable attorneys' fees, incurred by the Board of Directors in any proceeding brought to collect the same, or to foreclose a lien for nonpayment thereof.

Section Six. Foreclosure of liens for unpaid common charges. The Board of Directors may bring an action to foreclose any lien for unpaid common charges in the manner that a mortgage of real property is foreclosed. It also may bring an action to recover a money judgment for the unpaid assessment without waiving any claim of lien. The Board shall give notice to the unit owner of its intention to foreclose its lien at least thirty (30) days before the foreclosure action is filed. The notice shall be given by personal delivery or by certified mail, return receipt requested, addressed to the unit owner.

Section Seven. Maintenance and repair.

(a) Every owner shall promptly perform all maintenance and repair work within his own unit, which if omitted, would affect any common element, any portion of the property belonging to other owners, or the project as a whole, being expressly responsible for all damages

and liabilities that ny failure to repair or maintain may engender.

(b) All maintenance, repairs, and replacements to the common elements, whether located inside or outside individual units, shall be the responsibility of the Board of Directors and shall bee charged to all unit owners as common expenses unless such maintenance, repairs, or replacements are necessitated by the negligence or misconduct of individual unit owners, in which case they shall be the responsibility of, and shall be charged to, such individual unit owners.

(c) Each unit owner shall be responsible for and reimburse the Association for any expenditures incurred in repairing or replacing any common element damaged through his fault.

Section Eight. Uses of units; rules and regulations. The use of units and the common elements shall be subject to reasonable restrictions set forth in rules and regulation sot be promulgated and amended from time to time by the Board if Directors with the approval of a majority of unit owners. Copies of all such rules and regulation shall be furnished to each unit owner prior to the effective date.

Section Nine. Modifications by unit owners. No unit owner shall make any structural addition or alteration to this unit without the prior written consent of the Board of Directors. On request by any unit owner for approval of a proposed addition or alteration, the Board shall answer the same within thirty (30) days after receipt hereof, and failure to do so within the stipulated time shall constitute a consent.

Section Ten. Right of access. The Association shall



have, and shall exercise through the manager, managing agent, or other person or persons authorized by the Board of Directors, a right of access to each unit from time to time during reasonable hours, to maintain, repair or replace any common elements therein or accessible therefrom, or to make emergency repairs necessary to prevent damage to common elements or to any other units or units, or to correct any condition violative of the provisions of any mortgage secured by any other unit. Requests for access shall be made in advance and shall be scheduled for time convenient to the owner, except that in the case of emergency, right of access shall be immediate, and shall exist whether the unit owner is present at the time or not.

Section Eleven. Insurance. The Association shall use its best efforts to obtain and maintain adequate liability insurance, fire and extended coverage insuring and, if applicable, flood insurance to protect the Association and the common elements.

#### ARTICLE SIX

##### RECORDS

Section One. Records; certification. The Board of Directors shall keep detailed records of all actions of such Board, including financial records and books of account of the Association, kept in accordance with generally accepted accounting principles. Such records shall include a chronological record of all receipts and disbursements. A separate account shall also be kept for each unit containing, among other things, the amount of each assessment against

such unit, the date when due, amounts paid thereon, and the balance remaining due. The Board of Directors shall also prepare a quarterly written report summarizing receipts and disbursements of the Association, copies of which shall be made available to all unit owners. Additionally, an annual report of receipts and disbursements of the Condominium, certified by an independent certified public accountant, shall be rendered by the Board of Directors to all unit owners and mortgagees requesting the same promptly after the end of each fiscal year.

#### ARTICLE SEVEN

##### MISCELLANEOUS

Section One. Notices. All notices required or permitted to be sent to the Board of Directors shall be sent by registered or certified mail to the office of the Board, or to such other address as such owner may have designated, in writing, to the Board of Directors. All notices to unit mortgagees shall be sent by registered or certified mail to their respective addresses as maintained by the Secretary in the book entitled "Mortgagees of Units". All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section Two. Waiver. No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations and failures to enforce that may occur.

Section Three.      Invalidity. If any provision or provisions or these By-Laws is, or are, declared invalid, such invalidity shall in no way impair or affect the validity, enforceability, or effect of the remaining provisions of these By-Laws.

Section Four.      Captions. Captions are inserted in these By-Laws for convenience and reference only, and shall not be taken in any way to limit or describe the scope of these By-Laws or any provision hereof.

Section Five.      Roberts' Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Condominium Act, the Declaration, Articles of Incorporation, or these By-Laws.

Section Six.      Priorities in case of conflict. In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from highest priority to lowest:

- (1) The Declaration of Condominium
- (2) The Articles of Incorporation
- (3) The By-Laws
- (4) The Rules and Regulations

#### ARTICLE EIGHT

##### AMENDMENT

Section One.      Amendments. These By-Laws may be amended or supplemented by the vote of unit owners entitled to exercise sixty-six and two-thirds percent (66 2/3%) or more of the total voting power

of the Association at a meeting of unit owners duly called and held for such purpose. Provided, no amendment shall be made that is in conflict with the Declaration, nor shall any amendment alter, abridge or amend the rights of the Developer or mortgagees of units, without their consent. Any such amendment or supplement shall be filed or recorded in the office in which the Declaration and a copy of these By-Laws are recorded.

**EXHIBIT "H"**  
**OF THE DECLARATION OF CONDOMINIUM OF**  
**PONCE de LEON VILLAS CONDOMINIUM NO. 1**  
**A Condominium**

**SURVEYOR'S CERTIFICATE**

## SURVEYOR'S CERTIFICATE

PONCE DE LEON VILLA CONDOMINIUM NO. 1

## A CONDOMINIUM

I, STANLEY E. DREWES,

a surveyor authorized to practice in the State of Florida, hereby certify that as to the construction of the improvements, described on Exhibit "A" attached hereto of the Declaration of Condominium of Ponce de Leon Villas Condominium No. 1, a Condominium is substantially complete so that the material, together with the provisions of the Declaration relating to matters of survey describing the condominium property is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements, limited common elements, and of each unit can be determined from these materials.

Stanley E. Drewes  
 Florida Registration #3190  
 State of Florida

SWORN TO and SUBSCRIBED before me this 21st day of Sept, 1989.

Edlyn D. Taylor  
 Notary Public  
 State of Florida  
 My Commission Expires: Oct 31, 1990

NOTARY PUBLIC, STATE OF FLORIDA.  
 MY COMMISSION EXPIRES: AUG. 31, 1990.  
 BONDED THRU NOTARY PUBLIC UNDERWRITERS.

**EXHIBIT "I"**  
**OF THE DECLARATION OF CONDOMINIUM OF**  
**PONCE de LEON VILLAS CONDOMINIUM NO. 1**  
**A Condominium**

**CONSENT OF MORTGAGEE**

## CONSENT OF MORTGAGEE

BARNETT BANK OF ST. JOHNS COUNTY, the owner and holder of a first mortgage upon the real property described in the foregoing Declaration of Protective Covenants and Restrictions of Ponce de Leon Villas Condominium No. 1, which mortgage is dated December 6, 1985, and recorded in Official Records Book 690, Page 1907; which was modified by Receipt for Future Advance dated March 27, 1986 in Official Records Book 700, Page 351, which was further modified by Mortgage Modification Agreement dated August 6, 1986 and recorded in Official Records Book 714, Page 105, and further modified by that certain Mortgage Modification Agreement dated December 6, 1986 and recorded in Official Records Book 728, Page 920, and further modified by that certain Mortgage Modification Agreement dated May 14, 1987 and recorded in Official Records Book 747, Page 874, all of the Public Records of St. Johns County, Florida, hereby agrees to the filing of said Declaration of Protective Covenants and Restrictions as covenants running with the land and to the subordination of the lien of its said mortgage to the terms of the aforesaid Protective Covenants and Restrictions of Ponce de Leon Villas Condominium No. 1.

DATED this 15th day of September, 1989.

Signed, sealed and delivered  
in the presence of:

BARNETT BANK OF ST. JOHNS COUNTY

*Arthuro J. Berke*  
*Arthuro J. Berke*

By: *Kramer T. Upchurch*

Kramer T. Upchurch  
Vice-President

STATE OF FLORIDA

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared KRAMER T. UPCHURCH, Vice President of BARNETT BANK OF ST. JOHNS COUNTY, known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same as such officer for and same is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of September, 1989.

*Arthuro J. Berke*  
Notary Public, State of Florida

My Commission Expires





**EXHIBIT "J"**  
**OF THE DECLARATION OF CONDOMINIUM OF**  
**PONCE de LEON VILLAS CONDOMINIUM NO. 1**  
**A Condominium**

**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS OF**  
**PONCE de LEON VILLAS**

85 16410 DECLARATION OF PROTECTIVE COVENANTS AND  
RESTRICTIONS OF PONCE DE LEON VILLAS

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS OF PONCE DE LEON VILLAS (hereinafter referred to as "Declaration") made this 17 day of July, 1985, by PONCE DE LEON VILLAS, INC., a Florida corporation (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of the following real property and desires to create thereon a residential community with common facilities for the benefit of said community:

Lots One (1) through Thirteen (13), inclusive, and Lots Fifteen (15) through Twenty Nine (29), inclusive, PONCE DE LEON VILLAS, according to the plat thereof recorded in Map Book 18, pages 55 and 56, Public Records of St. Johns County, Florida.

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of recreation and other common facilities as may be specifically designated herein on the site plan for PONCE DE LEON VILLAS; and, to this end, desires to subject the real property described above to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each subsequent owner thereof; and,

WHEREAS, Developer is the owner of contiguous land which may, in the Developer's discretion, be encumbered by this Declaration; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities of said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the common area properties and facilities and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and,

WHEREAS, Developer has incorporated under the laws of the State of Florida, as a non-profit corporation, PONCE DE LEON VILLAS HOMEOWNER'S ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described above is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth, all of which shall be binding upon, and enforceable by, the Developer, the Community Association and subsequent owners of lots, parcels, or units in the property, and which shall run with the land and be binding upon all parties having any right, title or interest in the property described above or any part thereof, their heirs, successors, tenants, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Board of Directors" shall mean and refer to the Board of Directors for the Community Association.

(b) "Community Association" shall mean and refer to the PONCE DE LEON VILLAS HOMEOWNER'S ASSOCIATION, INC.

(c) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplementary Declaration.

(d) "Common Properties" shall mean all real property, including the improvements thereon, owned by the Community Association for the common use and enjoyment of the Unit Owners. The term "Common Properties" shall also include any personal property acquired by the Community Association, if such property is designated as such by the Association. All Common Properties are to be devoted to and intended for the common use and enjoyment of the members of the Community Association, their families, guests, persons occupying units on a guest or tenant basis, and to the extent designated on recorded plats or authorized by the Board of Directors of the Community Association.

(e) "Unit" shall mean and refer to a dwelling unit erected on any Lot in PONCE DE LEON VILLAS, excluding Common Properties, that has been subjected to this Declaration. A quadraplex shall contain 4 units.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit situated upon The Properties.

(g) "Member" shall mean and refer to all those Owners who are members of the Community Association as provided in Article IV hereof.

(h) "Lot" shall mean any Lots 1 through 13 and 15 through 29 as depicted on the plat of PONCE DE LEON VILLAS.

(i) PONCE DE LEON VILLAS shall mean and refer to the residential community project to be built and developed upon The Properties.

(j) "Plat" shall mean and refer to the plat of PONCE DE LEON VILLAS.

(k) "Transfer Date" shall mean and refer to that certain date when management and control of the Community Association will be turned over to the Board of Directors thereof by Developer.

(l) "Common Driveway" shall mean and refer to driveways used by more than one Unit Owner.

(m) "Quadraplex lot" shall mean and refer to those lots on which quadraplexes may be constructed, that is, Lots 1 through 13 inclusive.

(n) "Single Family Lot" shall mean and refer to those lots on which only single family homes may be constructed, that is, lots 15 through 29, inclusive.

## ARTICLE II

### CONVEYANCE OF COMMON AREAS

Section 1. Release of Mortgages. Prior to the conveyance of the first unit by the Developer to a Owner, all common areas designated on the plat for PONCE DE LEON VILLAS or as described herein shall be released from and conveyed to the Community Association free and clear of all mortgages.

## ARTICLE III

### APPURTENANCY OF COMMON PROPERTY AND PARTITION

Section 1. Appurtenancy of Common Property. All easements and other rights herein given to Owners of Units, including the right to be Members in the Community Association, are hereby declared to be appurtenant to such Units and shall not be separately conveyed, encumbered or otherwise dealt with separately from the Units. Any instrument, whether a deed, mortgage, or otherwise, which purports to transfer or convey a Unit, shall also transfer and convey all of the Owner's rights and easements hereunder, whether specifically mentioned or not. Once an Owner conveys title to his Unit to some other person he shall automatically lose his rights and easements

hereunder, and the grantee of the Owner shall automatically become the new Owner subject to all rights, duties and obligations hereof.

Section 2. Waiver of Partition. The Developer, and each subsequent Owner of any interest in a Unit and in the Common Properties, by acceptance of a conveyance or any instrument transferring an interest, waives the right of partition of any interest in the Common Properties under the laws of the State of Florida as it exists now or hereinafter until this residential community project PONCE DE LEON VILLAS is terminated according to the provisions hereof or by law. Any owner may freely convey an interest in a Unit subject to the provisions of this Declaration.

#### ARTICLE IV

#### COMMUNITY ASSOCIATION

Section 1. Community Association. The Developer hereby delegates to the Community Association the responsibility and duty of (a) owning, operating, administering and maintaining the Common Properties, and (b) administering and maintaining certain portions of the Units, all as set forth herein, (c) assessing and collecting the assessment charges necessary to pay the common expenses and (d) enforcing this Declaration. Each owner of a Unit shall automatically be a Member of the Community Association and as such shall be entitled to the rights and privileges of such membership and be responsible for the duties of such membership, including the duties to pay assessment charges and comply with all rules and regulations of the Community Association and the terms of this Declaration. The Community Association may refuse to accept the duty of maintaining any Unit which is not constructed in accordance with this Declaration but such refusal may be asserted only at the time such Unit is first constructed; after the duty of maintaining any Unit has been accepted, expressly or by implication, such duty cannot later be refused. The Developer shall have the right, but not the obligation, to require the Community Association to refuse to accept such duty as to any Unit which does not conform to the terms and conditions of this Declaration, notwithstanding that Developer may have conveyed all its interest in The Properties.

Section 2. NonProfit Corporation. A Charter for Incorporation of PONCE DE LEON VILLAS HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not for profit, has been filed with the office of the Secretary of State of the State of Florida, and duly processed in said office to the end that said charter has been granted. The principal purpose of the Community Association is to perform the acts and duties desirable for residential community living as provided for in this Declaration, to own and hold title to all of the Common Properties, to administer and manage PONCE DE LEON VILLAS, in accordance with the terms and conditions hereof and subject to its Articles of Incorporation and ByLaws, and to levy and enforce collection of assessments as are necessary to perform all of said acts, duties and obligations, and all other duties herein expressly or impliedly imposed upon the Community Association.

Section 3. Membership. Every owner, including Developer, of any of the Units or Lots shall automatically be a Member of the Community Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member. Such membership shall continue for so long as such ownership continues, and shall automatically terminate when such person or entity no longer owns such interest.

Section 4. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Developer. The Owner of Lot 1 shall be entitled to 8 votes. The owners of lots 2 through 13, inclusive, are designated as quadraplex lots and shall be entitled to 4 votes for each lot. In the event that any of the structures erected on said lots are created as or converted to condominiums, then the owner of each condominium unit shall be entitled to one vote. The Owners of Lots 15 through 29, inclusive, are entitled to 1 vote each. Lot 14,

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which is not encumbered by this Declaration, but which may be encumbered by this Declaration at some point in the future, will have one vote for each dwelling and/or condominium unit erected thereon. When more than one person holds an interest in any Unit, or Lot all such persons shall be members. The vote for such Lot or Unit shall be exercised as they determine, but in no event shall more than the designated number of votes be cast with respect to any Unit or Lot.

**Class B.** The Class B members shall be the Developer and shall be entitled to ~~three (3)~~ votes for each Unit that could be constructed on each lot owned. For example, Class B members shall be entitled to 12 votes for each quadraplex lot owned because 4 units could be constructed on such lots. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 1990.

**Section 5. Board of Directors, ByLaws, and Rules and Regulations.** All of the affairs, policies, regulations and property of the Community Association shall be controlled and governed by the Board of Directors thereof, which Board shall consist of no fewer than three (3) nor more than five (5) Members, the exact number to be determined by the Members of the Community Association prior to the vote therefor. Such directors shall be elected annually by all of the Members entitled to vote. After Class B membership ceases, each director shall be the Owner of a Unit or Lot (or partial owner of a Unit or Lot where such Unit or Lot is owned by more than one individual), (or if a Unit is owned by a corporation or partnership, including Developer, any duly elected officer or director of an owner corporation, or general partner of an owner partnership, may be elected a director or directors). Additionally, the Board of Directors may promulgate and enforce reasonable uniform rules and regulations which may be necessary or expedient for the general control, management and operation of PONCE DE LEON VILLAS, in accordance with the purposes and objectives of a planned residential community association and subject to the provisions hereof.

**Section 6. Commencement of Management.** The provisions of this Declaration shall become applicable, effective, and binding insofar as the management and operation of PONCE DE LEON VILLAS, and the levying of assessments is concerned, whether or not actual management of PONCE DE LEON VILLAS is delivered and turned over by Developer to the Community Association.

Upon turning over the management and operation of PONCE DE LEON VILLAS, to the Community Association at the Transfer Date, or prior thereto, the Developer shall render an accounting to the Community Association and deposit with it any sums due the Community Association, and shall then automatically be released of any and all types of liability to Unit Owners and the Community Association.

While management, operation and control of PONCE DE LEON VILLAS, and the Community Association remains in the Developer and is not turned over solely to the Community Association, to be administered by its duly elected Board of Directors, the said Board of Directors shall function, although the Developer shall have the right to overrule any decision of the Board.

## ARTICLE V

## PROPERTY RIGHTS IN THE COMMON PROPERTIES

**Section 1. Members' Easements of Enjoyment.** Subject to the provisions of Section 3 hereof, every Member shall have a perpetual nonexclusive right and easement of enjoyment in and to the Common Properties, and such

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easement shall be appurtenant to and shall pass with the title to every Unit and Lot. This right is further subject to the following provisions:

(a) The right of the Community Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Properties.

(b) The right of the Community Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Unit remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(c) The right of the Community Association, as set forth more particularly in Article XII, to fine the Owner for any violation of this Declaration and/or the rules and regulations established by the Community Association.

(d) The right of the Community Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members of the Community Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3 of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to Common Properties. The Developer shall convey legal title of the Common Properties to the Community Association as provided in Article II, Section 1. The Community Association shall hold title to such Common Properties for the use and benefit of all Members of the Association and shall not alienate such title without the approval of all holders of institutional first mortgages upon the Units contained within the Properties.

Section 4. Condemnation of Common Properties; The Application of Condemnation Proceeds. In the event all or any portion of the Common Properties shall be condemned and taken by public authority having the power of eminent domain, all proceeds as a result of such condemnation shall be paid to and held by the Community Association for the use and benefit of the Members of the Community Association. All such condemnation proceeds shall be utilized to restore the Common Properties to the condition existing prior to such condemnation, insofar as may be possible.

## ARTICLE VI

### EASEMENTS

Section 1. Maintenance. The Developer hereby grants to the Community Association an easement to enter in and upon the Units as may be necessary to perform its responsibilities and duties of maintaining such Units as set forth in this Declaration.

Section 2. Driveways between Quadraplex Lots. The Developer hereby grants to each Owner of a Quadraplex Lot or Unit erected thereon, an easement over the driveway and the sidewalks constructed on an adjacent Quadraplex Lot in accordance with the plans and specifications approved by the Architectural Control Committee.

Section 3. Establishment of Easements. All easements, as provided for in this Article, shall be established by one or more of the following methods:

(a) By specific designation of an easement on the recorded plat of of PONCE DE LEON VILLAS.

(b) By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot or Unit.

(c) By a separate instrument referencing this Article VI, said instrument to be subsequently recorded by the Declarant, or

(d) By virtue of the reservation of rights set forth in Sections 1 and 2 of this Article VI.

## ARTICLE VII

### ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments; Claim of Lien. The Developer, for each Unit and Lot owned within The Properties, hereby covenants, and each Owner of any Unit or Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Community Association: (1) annual assessments or charges; (2) special assessments for capital improvements and emergency requirements, such assessments to be established and collected in the manner hereinafter provided; and (3) other assessments as set forth in this Declaration. The annual and special assessments, together with interest and cost of collection, including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Unit or Lot against which each such assessment is made. Each such assessment, together with interest, cost of collection, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Unit or Lot at the time when the assessment fell due. The personal obligation for such delinquent assessments shall not pass to his successors in title. The Community Association has the right to cause a claim of lien to be recorded in the Public Records of St. Johns County giving notice to all persons that the Community Association is asserting a claim of lien upon the Unit or Lot. Said Claim of Lien shall state the description of the Unit or Lot, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien have been fully paid. Such claims of lien shall be signed and verified by an officer of the Community Association or by a managing agent of the Community Association. Upon full payment of the total amount due, the party making payment shall be entitled to a recordable satisfaction of such lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit or lot shall not affect the assessment lien. However, the sale or transfer of any Unit or Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit or Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 2. Purpose of Assessments. The assessments levied by the Community Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners of Units in the Properties, and in particular for the improvement and maintenance of properties, services, and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and of the Units situated upon The Properties, and shall include but not be limited to those items designated as the responsibility of the Community Association.

Section 3. Annual Assessments. The Board of Directors of the Community Association shall approve annual budgets in advance for each fiscal year. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any fiscal year for which the budget has been projected. Likewise, any provision to the contrary herein contained notwithstanding, the Board may increase the amount of levy during a fiscal year after the budget has been adopted and the assessment been made if the Board determines that additional monies will be required in order to fund and pay for any expenses otherwise properly included within the annual assessment.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 1 hereof, the Community Association may levy in any assessment year a special assessment, applicable to

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that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto. Provided, however, that no such special assessment shall be levied unless such assessment shall have assent of 2/3 of the votes of each class members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5. Rate of Assessment; Commencement.** The rate of assessment for annual and special assessments in shall be equal and uniform for all Units. Upon the submission of additional parcels of land constituting a portion of PONCE DE LEON VILLAS, to this Declaration, all Unit Owners of such lands shall be similarly assessed. Therefore, Quadraplex lots will have an assessment four times greater than the assessment on a single family lot. The obligation for payment of assessments for each Unit shall begin at the time a certificate of occupancy is issued for such Unit or Lot by the appropriate governmental authority or on January 1, 1986 whichever occurs first, and shall be prorated on an accrual basis between successive Owners.. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The due dates shall be established by the Board of Directors. Notwithstanding any provision to the contrary herein, Developer, for any Unit or Lots of which it is the owner, shall not be liable for assessments if it shall provide the funds for any deficit in operating expenses of the Community Association. In its sole discretion, Developer may at any time commence paying assessments as to Units or Lots owned by it and thereby automatically terminate its obligation for any deficit in the operating expenses of the Community Association.

**Section 6. Notice of Assessment.** After adoption of a budget and determination of the annual assessment per Unit, the Community Association shall assess such sum by promptly notifying all Owners of Units and Lots by delivering or mailing notice thereof to the Member representing each Unit or Lot at such Member's most recent address as shown on the books and records of the Community Association. The due dates shall be established by the Board of Directors.

**Section 7. Delinquent Assessments.** If the assessment is not paid on or before fifteen (15) days after the date when due, then such assessment shall become delinquent and shall, together with interest thereon at the rate of eighteen percent (18%) per annum and costs of collection thereof, including a reasonable attorney's fee, thereupon become a continuing lien on the Unit or Lot as provided in Section 1 hereof. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period, notwithstanding that title to the Unit or Lot may be transferred to another with the lien still remaining thereon.

If a monthly installment upon the annual assessment is not paid within fifteen (15) days after the date when due, the Community Association shall have the right at any time thereafter to accelerate and declare the entire balance of the annual assessment for that year immediately due and payable, and the assessment shall bear interest from the date of delinquency at the rate aforesaid. The Community Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Unit in the manner and method provided in Section 1. The Board of Directors shall have the authority to take such action as it deems necessary in order to collect the assessments, and it may settle and compromise the same if in the best interests of the Community Association. There shall be no offset against assessments for failure or delays in providing services.

**Section 8. Certificate of Payment.** The Community Association shall, upon demand at any time, and for a reasonable charge, furnish to the Owner liable for any assessment a certificate in writing, signed by an Officer of the Community Association, setting forth whether such assessment has been paid, and if not, the amount thereof. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. Prior to delivering such certificate, the Community Association shall have the right to demand and receive a written acknowledgment signed by a prospective purchaser of a Unit or Lot stating that he has received copies of this



Declaration, the Articles of Incorporation, the Bylaws and the rules and regulations and agrees to be bound thereby.

## ARTICLE VIII

### MAINTENANCE ENFORCEMENT

Section 1. Noncompliance by Owners. In the event the Owner of a Unit falls to maintain it as required herein, or makes any structural addition or alteration without the required written consent, the Community Association or an Owner with an interest in any Unit or Lot shall have the right to proceed in a court of equity to seek compliance with the provisions hereof. The Community Association shall have the right to levy at any time a special assessment against the Owner of a Unit and the Unit itself for the necessary sums to put the improvements within the Unit in good condition and repair, or to remove any unauthorized structural addition or alteration, or to replace exterior landscaping or grass. The Community Association shall have the right to have its employees and agents enter the Unit at any time without a trespass to do such work as deemed necessary by the Board of Directors in order to enforce compliance with the provisions hereof.

Section 2. Noncompliance by Community Association. In the event the Community Association fails to maintain the Common Properties or any Lot in accordance with its obligations hereunder, any Owner of any interest in a Lot or Unit, or holder of a first mortgage on a Unit shall have the right to seek specific performance in a court of equity to compel the Community Association to do so. In the event of emergency repairs that are the responsibility of the Community Association, the Owner of an interest in any Unit or Lot may give the Community Association twenty-four (24) hours notice to repair same, and if it is not done, said Owner may proceed to contract in his own name to make such repairs, and the Community Association shall be obligated to reimburse said Owner for the reasonable value of the repairs which are necessary and for which the Community Association has financial responsibility.

Section 3. Contracts for Maintenance. The Board of Directors of the Community Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the Common Properties and the Units, in order to fulfill and complete its obligations and duties hereunder. In so doing, however, it shall not be relieved of such obligation.

## ARTICLE IX

### ARCHITECTURAL CONTROL

Section 1. Improvements and Alterations. Except for purposes of proper maintenance and repairs, or as otherwise provided in this Declaration, no building, fence, wall, mailbox or other improvement or structure shall be commenced, erected, placed, moved or maintained upon The Properties, nor shall any addition to or change or alteration to the exterior thereof be made unless approved in writing as to harmony of external design, color, materials and location in relation to surrounding structures and topography, and conformity with the design concept for The Properties by an Architectural Control Committee.

Section 2. Architectural Control Committee. An Architectural Control Committee is hereby established until the year 1988. This committee shall be composed of the Board of Directors of Developer, as said Board shall, from time to time, be constituted. A majority of the Committee may designate a representative to act for it. After January 1, 1988, three members may be selected to constitute an Architectural Control Committee by a majority of the then Owners of the Units and Lots to serve for a succeeding 5 year term. Should the Committee be so selected, notice of those serving shall be recorded in the Public Records of St. Johns County, Florida. However, so long as the Developer holds any ownership interest in any Unit or Lot, any

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and all changes in the membership of the Architectural Control Committee must be approved by Developer.

**Section 3. Rules and Regulations.** The Architectural Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate.

**Section 4. Initial Construction.** The initial construction of all structures and other improvements on The Properties shall conform to a plan of general architectural uniformity.

**Section 5. Enforcement; Right to Remove or Correct Violations.** The Architectural Control Committee shall approve or disapprove any design and exterior color within thirty (30) days from the date of the submission of the plans, and such approval or disapproval shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within said thirty (30) days, and if no suit to enjoin the erection of such building, structure or fence has been commenced prior to the completion thereof, then approval shall be deemed to have been granted and the related covenants shall be deemed to have been fully complied with.

When a building or other structure has been erected or its construction substantially advanced and the building is located on any lot or building plot in a manner that constitutes a violation of these covenants and restrictions, the Architectural Control Committee may release the lot or building plot or parts of it from any part of the covenants and restrictions that are violated. The Committee shall not give such release except for a violation that it determines to be a minor or insubstantial violation in its sole judgment. The Community Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Unit at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article, or any of the other provisions or requirements of this Declaration, exist on such Unit; and neither the Community Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

## ARTICLE X

### OBLIGATIONS OF COMMUNITY ASSOCIATION

#### AND OWNERS; RESTRICTIVE COVENANTS

**Section 1. OBLIGATIONS OF COMMUNITY ASSOCIATION.** The Community Association shall have the power and authority to and shall promptly perform all of the matters set forth below all of which shall become duties and obligations of the Community Association:

(a) Payment of operating expenses of said Community Association, including management fee and manager's salary, if any, and legal and accounting fees;

(b) Beautification of entrance way and retention pond;

(c) Mowing and watering yards of all units;

(d) Management, maintenance, improvement and beautification of recreation areas and facilities, the Common Properties, and all common open spaces, including the landscaping and maintenance thereof in a neat and orderly fashion;

(e) Maintenance, repair, replacement and electricity for operation of the wells and pumps installed on Lots 1 through 13.

(f) Maintenance, repair, replacement and electricity for operation of the street lighting fixtures on each Lot as installed by the Developer.

(g) Maintenance and replacement of trees and/or shrubbery initially planted by the Developer at driveway corners of each Lot.

(h) Maintenance, repair and replacement of mailbox stands and enclosures;

(i) All incidental damage caused to a Unit by reason of the maintenance, repair and/or replacement which is the responsibility of the Community Association. Such damage shall be promptly repaired by the Community Association;

(j) Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by the Community Association;

(k) Repayment of funds and interest thereon borrowed by the Community Association, if any;

(l) Payment of premiums for both hazard and liability insurance required to be kept and maintained by the Community Association;

(m) Payment of real and tangible personal property taxes, if any, assessed against properties, title to which is owned and held by the Community Association;

(n) Doing any other thing necessary or desirable in the judgment of said Community Association, to keep PONCE DE LEON VILLAS neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health or safety hazards, or, which in the judgment of said Community Association, may be of general benefit to the owners or occupants of land included in The Properties.

Section 2. OBLIGATIONS OF OWNERS. Every Owner of an interest in a Lot or Unit shall (in addition to other obligations and duties set out herein):

(a) ASSESSMENTS. Promptly pay all assessments levied by the Community Association.

(b) MAINTENANCE OF UNIT. Maintain his Unit in good condition and repair and pay for any utilities which are separately metered to his Unit. Said Unit shall be maintained in accordance with this Declaration and exhibits hereto, except for changes or alterations approved in writing by the Community Association.

(c) LANDSCAPING. Each Lot Owner upon completion of construction of the improvements upon each such lot shall be required to sod between the street curb and the front of the dwelling unit and shall sprig all cleared areas and side and back yards, all sodding and sprigging to be done with St. Augustine grass. Additionally, each lot owner shall plant in the front yard of each lot at least six (6) shrubs and complete all landscaping previously approved by the Architectural Control Committee. Each designated four-unit multiple family lot owner shall landscape his respective lot, in accordance with the landscape plat to be provided by the Architectural Control Committee.

(d) PARKING AREA. Each quadraplex Lot Owner, upon and as a part of the development of his respective lot, shall provide at least eight (8) on-site improved and paved parking spaces, unless a special exception is granted in writing by the Architectural Control Committee; provided however, that the Owner of Lot 1 must provide at least Twelve (12) such parking spaces. Said parking spaces and the driveways and sidewalks leading thereto, shall be constructed and located according to plans and specifications provided by the Architectural Control Committee and all such parking areas, driveways and sidewalks shall be constructed and located by each lot owner only in conformity with said designated plans and specifications.

(e) NUISANCES. Not permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit or the Common Properties, or which will obstruct or interfere with the rights of

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other Members or annoy them by unreasonable noises or otherwise; nor shall a Member commit or permit any nuisance, immoral or illegal act in his Unit or in or on the Common Properties.

(f) RULES AND REGULATIONS. Conform to and abide by the ByLaws and uniform rules and regulations in regard to the use of Units and the Common Properties which may be adopted in writing from time to time by the Board of Directors of the Community Association, and to see that all persons using the Owner's property by, through or under him do likewise.

(g) INSPECTION BY ASSOCIATION. Allow the Board of Directors or the agents and employees of the Community Association to enter any Unit for the purpose of maintenance, inspection, repair or replacement of the improvements within the Unit or the Common Properties or in the case of an emergency threatening Units or the Common Properties, to determine compliance with these covenants and restrictions and the ByLaws of the Community Association.

(h) UTILITY APPARATUS. Each Owner shall permit the provider of any public or quasi-public utilities to locate meters, junction boxes, control panels or other similar external apparatus on the exterior wall of a Unit for the benefit of other Units whenever it is deemed desirable or necessary by such provider; provided, however, that such external apparatus shall not be located on the front of any Unit.

(i) IRRIGATION: Each Lot Owner shall be obligated to install and maintain a central irrigation system on his Lot for the purpose of landscape maintenance. These systems shall be hooked up to either the city water supply or a private well and access to the system shall be given to the Community Association or its agents for the purpose of normal landscape maintenance. If a lot is subsequently divided into condominium units, all of the owners of said units will be bound by this subsection.

Section 3. ENTRY INTO ADJACENT UNITS. Whenever it is necessary to enter any Unit for the purpose of performing any maintenance, alteration or repair to any portion of another Unit, (i.e. to repair or replace electrical wiring, plumbing or air conditioning refrigeration lines running beneath the floor or within the walls of attached Units), the Owner of each Unit shall permit other Owners or their representatives, or the duly constituted authorized agents of the Association, to enter such Unit for such purposes, provided that such entry shall be made only at reasonable times and with reasonable advance notice. The Owner of any Unit for whose benefit such other Unit is entered shall be responsible and liable to the Owner of such entered Unit to leave the Unit in the condition it was prior to such entry.

Section 4. LEASING AND SALE OF UNITS. Owners are bound and obligated to abide by this Declaration, including maintenance of landscaping and grass, whether they are residing in their Unit or leasing such Unit to a third party. Units must be leased under a written agreement. Prior to leasing their Unit, an Owner must provide each of the tenants with a copy of this Declaration and obtain a signed statement from each tenant that they have read and agree to be bound by the terms and conditions of this Declaration. The Owner shall deliver said signed statement to the Association. The Owner shall be responsible for all acts of his tenants in violation of this Declaration and shall be subject to the fining and other enforcement procedures set forth herein for such acts.

Section 5. RESTRICTIVE COVENANTS. The use of all Units and Lots Common Properties in The Properties shall at all times conform to the following restrictive covenants:

(a) RESIDENTIAL USE. All Units and lots shall be used for private residential purposes only, and no trade or business of any kind may be carried on. Lease or rental of a dwelling Unit shall not be a violation of this covenant. The foregoing shall not prohibit the Declarant from using Units as models or offices. No structure shall be erected, altered, placed or permitted to remain on any lot other than a single family dwelling (which shall not, exceed 2 stories in height), plus a private garage for not more than two

cars, or multi-family apartment buildings containing no more than 14 units per building, plus customary accessory buildings or private garages.

(b) TEMPORARY STRUCTURES. No structure of a temporary nature or character, including but not limited to, a trailer, house trailer, mobile home, camper, basement, tent, shack, garage, barn, or other similar structure or vehicle, shall be used or permitted to remain on any lot as a storage facility or residence, or other living quarters whether temporary or permanent.

(c) STREET PARKING. No automobile, truck, boat, boat and trailer, trailer, house trailer, mobile home, camper, or other similar vehicle shall be parked on the street (including the right-of-way thereof) overnight or for a continuous period of time in excess of ten consecutive hours.

(d) RIGHTS OF DEVELOPER. The Declarant shall have the right to maintain upon any portion of The Properties (including, without limitation, Common Areas) sales, administrative, construction or other offices, signs and other promotional equipment and apparatus without charge. Appropriate easements of access and use are expressly reserved to the Declarant, its successors, assigns, contractors, employees and invitees for the above purposes.

(e) SQUARE FOOTAGE. No single family dwelling shall be permitted on any lot in the subdivision where the ground floor area of the main structure, exclusive of one-story open porches or garages is less than 950 square feet in area. No multiple-family building containing three or more living units shall be permitted on any lot in the subdivision wherein the living area of any dwelling unit is less than 800 square feet in area.

(f) INDEMNITY FOR DAMAGE. Nothing shall be done on or kept in any Unit or on the Common Areas, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of the Common Areas or any part thereof or of the exterior of any Unit shall be committed by any Owner, Tenant or any invitee of an Owner or Tenant, and each such Owner shall indemnify and hold the Community Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him, his tenant or his invitees, to the Community Association or other Owners. The Community Association has the right to assess an Owner for any such damage.

(g) NOXIOUS ACTIVITIES. Except for the activities of the Declarant during original construction or except with the prior written approval of the Community Association, no noxious or offensive trade or activity shall be carried on, upon or within The Properties, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood. No burning of any trash and no accumulation or storage of litter, lumber, firewood, scrap materials, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on The Properties.

(h) SIGNS. No signs of any kind shall be displayed to the public view on The Properties without the prior written consent of the Community Association, except customary name and address signs. Notwithstanding the foregoing, when any Unit or Lot is for sale or rent, the Owner thereof shall be permitted to advertise same by erecting one "For Sale" or "For Rent" sign which shall be no larger than two (2) feet by three (3) feet in size. This paragraph (h) shall not apply to Lots 1, 12, 13 and 14 until said lots are sold by the Developer.

(i) REPAIRS OR RESTORATION. No repairs or restoration of any automobile, motor vehicle, boat, camper, trailer or other vehicle shall be permitted on The Properties except for emergency repairs thereto and then only to the extent necessary to enable movement of such vehicle to a proper repair facility, unless such repairs or restorations are done in a garage. In no event shall any truck larger than a 3/4 ton pick-up be parked or kept on any lot.

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(j) T.V. AND RADIO ANTENNAS. Unless approved in writing by the Community Association, no masts, towers, poles or radio or television antennas or satellite dishes shall be erected, constructed or maintained on or in any Unit in such a manner as to be visible from the outside of such Unit.

(k) FENCES. No fence, wall or hedge shall be permitted to extend beyond the minimum building set-back lines, except upon approval by the Architectural Control Committee; under no circumstances shall a hedge, fence or wall within 20 feet of a street, be greater than six (6) feet in height.

(l) TRASH AND GARBAGE. No accumulation of trash shall be allowed on the exterior of any unit, including patios. Each lot owner shall construct an enclosure for trash containers. The plans, specifications and locations of said enclosures shall be provided by the Architectural Control Committee and all such enclosures shall be constructed and located by each lot owner only in conformity with said designated plans and specifications.

(m) ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on The Properties, within any Unit or upon the Common Properties, except that dogs, cats or other common household pets may be kept in each Unit subject to rules and regulations adopted by the Community Association, provided that such animals are not kept, bred or maintained for any commercial purpose. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. No animal may be caged, tied or otherwise kept on any porch, patio, balcony, deck, or outside of any Unit, unless such animal is on a leash and attended by its Owner. Animal excrement shall be disposed of in a sanitary manner by the Owner of such animal, which disposal shall not include burying or concealment on The Properties. Under no circumstances shall any pet be allowed in the pool or pool area, recreational areas, tennis courts, children's play area or improved area. Unit Owners shall be responsible for all violations of this rule by guests and lessees of his Unit and such Owner shall be subject to such fines or penalties as the Community Association imposes for each violation. Any violation of the rules regarding the right to have pets may result in revocation of the right to keep the pets. The Owner shall indemnify the Community Association and hold it harmless against any loss or damage, and liability of any kind or character whatsoever arising from or growing out of having any animal in the community. No animal shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.

(n) MAILBOXES. Mailboxes shall be placed only in areas designated for that purpose, and shall be of uniform design compatible with the dwelling Units. No newspaper tubes or other nonuniform receptacles shall be permitted without the express consent of the Architectural Control Committee.

(o) TREE REMOVAL RESTRICTIONS. Trees situated in PONCE DE LEON VILLAS, having a diameter of 2 inches or more (measured 4 feet from ground level) may not be removed without the prior approval of the Architectural Control Committee unless dead or diseased, or unless said trees are growing within ten (10) feet of the foundation of any permanent structure on any lot or are growing within two (2) feet of any parking area or sidewalk. Trees of any size lying within these areas may be removed without obtaining the consent of the Architectural Control Committee. All requests for approval of tree removal shall be submitted to the Architectural Control Committee along with a plan showing generally the location of such tree(s). Anyone violating this provision will be required to replace such trees with trees of like kind, size and condition within 30 days after demand by the Architectural Control Committee. If the Owner fails or refuses to replace the trees as demanded, the Architectural Control Committee shall cause suitable replacements to be planted and the cost thereof shall be a lien against the property of the Owner. The Owner grants to the Architectural Control Committee its agents and employees an easement of ingress and egress over and across said Unit to enable it to comply with this Section.

(p) WINDOW COVERINGS AND REFLECTIVE MATERIALS. No building shall have any aluminum or reflective foil or other material placed in any window or glass door or any reflective substance placed on any glass.

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No tinted glass shall be permitted without approval of the Architectural Control Committee. Within 30 days after taking possession of any Unit, the Owner shall install draperies or other attractive window coverings deemed suitable by the Architectural Control Committee, in each dwelling unit, which covering or replacements thereof shall remain as permanent fixtures in each dwelling unit.

(q) Any construction commenced upon said property shall be completed within nine (9) months from the date of the first delivery of any materials to the site of said construction.

#### ARTICLE XI ADDITIONAL ENFORCEMENT PROVISIONS

Section 1. Compliance by Owners. Every Owner and Tenant shall comply with the restrictions and covenants set forth herein and any and all reasonable rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 2. Procedure. Any Owner who wishes to report a violation of these restrictions or of the rules and regulations shall do so in writing to the Board of Directors. The Board of Directors shall write a letter to the offending Unit Owner and such letter shall set forth the infraction and a time period by which such Owner shall bring himself into compliance with these restrictions and/or the rules and regulations. In the event the Owner does not bring himself into compliance by the date set forth in the Board's letter, the Board may take any of the enforcement actions set forth below.

Section 3. Enforcement. Failure of an Owner or Tenant to comply with such restrictions, covenants or rules and regulations shall be grounds for action by any Owner or the Community Association which may include, without limitation, any action to recover sums due for damages, injunctive relief, or any combination thereof, and the Association shall have the right to suspend the voting rights and the use of Common Areas by the Owner and/or Tenant as it shall determine.

Section 4. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants or employee, to comply with any covenant, restriction, rule or regulation, provided the following procedures are followed:

(a) Notice. The Association shall notify the Owner of the Infraction or infractions. Included in the Notice shall be date and time of the next Board of Directors meeting at which time the Owner shall present reasons why penalties should not be imposed.

(b) Hearing. The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. Any party charged shall be entitled to cross-examine witnesses and may be represented by counsel. A written decision of the Board of Directors shall be submitted to the Owner not later than twenty-one (21) days after the Board of Directors' meeting.

(c) Fines. The Board of Directors may impose a special assessment against the Lot or Unit owned by the Owner as follows:

(1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

(2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).

(3) Third and subsequent non-compliance or violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).

(d) Payment of Fines. Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties.

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(e) Collection of Fines. Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in Article VII hereof.

(f) Application of Fines. All monies received from fines shall be allocated to the reserve for replacement fund.

(g) Non-exclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

## ARTICLE XII

### DESTRUCTION OF IMPROVEMENTS AND INSURANCE

Section 1. Ownership and Maintenance of Insurance by Community Association. It is hereby declared to be reasonably desirable, and necessary for the proper preservation and enforcement of the values and amenities in PONCE DE LEON VILLAS, to make certain that proper insurance is carried and maintained at all times as hereinafter stated. In other provisions of this Declaration, the Community Association is charged with the obligation and duty of maintaining, repairing and replacing the Common Properties and it is therefore proper and acceptable that the Community Association own and maintain insurance covering the improvements on the Common Properties. The Community Association shall therefore obtain extended coverage insurance and vandalism and malicious mischief insurance with a reputable insurance company authorized to do business in the State of Florida insuring all the insurable improvements erected within the common areas of PONCE DE LEON VILLAS. Such insurance shall be for the full replacement value of such improvements, and the premium for such coverage and all other insurance deemed desirable by the Community Association shall be assessed against the Owners as part of the annual assessment. The Community Association shall annually make a survey and thereby determine replacement costs for insurance purposes for all then existing improvements for the ensuing year. On the basis of said survey, or if none is made, then on the basis of the preceding year's insurance coverage, increased or decreased as the case may be by inflation or deflation and other criteria, the Community Association shall continue to maintain the necessary fire and extended coverage and vandalism and malicious mischief insurance to assure complete replacement or repair to damaged improvements as herein set forth. The original policy of insurance shall be held by the Community Association, with holders of institutional first mortgages to be named in the policy as their interests may appear, and certification of such insurance shall be furnished to them.

Section 2. Occurrence of Loss. In the event a loss occurs to any improvements within the Common Properties, payments under the policy shall be made to the Community Association. Said proceeds shall be expended or disbursed as follows:

(a) The improvements shall be completely restored and repaired. The Community Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and shall disburse the insurance proceeds and other funds in accordance with the progress payments contained in the contract between the Community Association and the contractor. However, where the PONCE DE LEON VILLAS residential community project has been abandoned, as hereinafter provided, the insurance proceeds shall be disbursed by the Community Association to the Owners of the Unit and Lots and all mortgagees of the Units as their interests appear. Under all circumstances the Community Association shall have the authority to act as the agent for all Owners of Units and Lots for the purpose of compromising or settling insurance claims for damage to improvements within the Common Properties. In the event the cost of replacement, repair or rebuilding of improvements on the Common Properties (i) exceeds the insurance proceeds available therefor or (ii) no insurance proceeds are available therefor, the deficiency or full cost thereof shall be assessed to the Owners.



**O.R. 833 PG 0805**

Section 3. Liability Insurance. The Community Association shall also obtain full and complete public liability insurance covering all of the Common Properties and insuring the Community Association and all of the Owners as its and their interests may appear in the minimum amounts of \$1,000,000.00 for injury to one person, \$1,000,000.00 for injury to all persons arising out of a single incident, and \$100,000.00 property damage.

**ARTICLE XIII****TERMINATION OF PONCE DE LEON VILLAS, INC.****RESIDENTIAL COMMUNITY PROJECT**

Section 1. Termination and Abandonment Due to Loss or Consent of Members. At any time when there has been total loss of the Units and the improvements on the Common Properties, and the Members by majority vote to abandon the community project, said project shall be abandoned. Additionally, at any time upon the written unanimous consent of all Members and all holder of first mortgage liens on any Units and lots, the community project may be abandoned for any reason whatsoever, whether or not any destruction to property has occurred, provided that: The Common area is conveyed to and accepted by the appropriate governmental authorities.

Section 2. Evidence of Termination and Abandonment. As evidence of the Members' resolution to abandon passed by the required vote or written consent of the Members, the president and secretary of the Community Association shall effect and place in the Public Records of St. Johns County, Florida, an affidavit stating that such resolution was properly passed or approved by the Members and shall also record the written consent to such abandonment, if any, of the holders of all institutional first mortgages. After such an affidavit has been recorded and the property conveyed as set forth above, the title to said property thereafter shall be free and clear from all of the restrictions, reservations, covenants, conditions and easements of every kind and sort set forth in this Declaration, and the purchaser and subsequent grantees of any of said property shall receive title to said lands free and clear thereof.

**ARTICLE XIV****AMENDMENTS AND MODIFICATIONS**

Section 1. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than the Owners having ninety percent (90%) of the total votes, and thereafter by an instrument signed by not less than the owners having seventy-five percent (75%) of the Unit Owners by executing a written instrument in recordable form setting further such amendment and having the same duly recorded in the Public Records of St. Johns County, Florida.

**Section 2. Annexation.**

(a) Additional residential property and common property other than that described in subparagraph (b) below, may be annexed to the Properties with the consent of two thirds of each class of members;

(b) Lot 14, Ponce de Leon Villas, according to the plat thereof recorded in Map Book 18, Pages 55 and 56, may be annexed by the Developer without the consent of members so long as Developer is a Class B Member of the Community Association, provided that the Federal Housing Administration (FHA) and the Veteran's Administration (VA) consent to such annexation. Upon annexation of said additional land, the owners of lots within the land so annexed for all intents and purposes shall be deemed to be members of the Community Association, in accordance with the provisions of this Declaration. The Owners of the Units shall be subject to its rules, regulations and bylaws in the same manner and with the same effect of the original unit Owners. When this land is annexed, the Developer shall file a supplementary

declaration among the Public Records of St. Johns County, Florida, which Supplementary Declaration shall reference this Declaration and shall contain the legal description of the land annexed. Notwithstanding any other provision of this Declaration to the contrary, the Supplementary Declaration adding such annexed lands shall not be required to be executed by any existing Owners, other than Developer.

Section 3. Right of Association to Merge. The Association retains the right to merge with any other homeowners association provided such homeowners association is in an FHA or VA approved subdivision. This right shall be exercised by recordation of an Amendment to this Declaration recorded among the Public Records of St. Johns County, which Amendment shall set forth a legal description of the property to which this Declaration, as amended shall apply. The Amendment shall further have attached to it a resolution of this Association and the homeowners association with which a merger is to take place, and such resolution shall be certified by the corporate secretary thereof and shall state:

(a) That a meeting of the homeowners association was held in accordance with its bylaws;

(b) That a two-thirds (2/3) vote of all classes of members approved the merger.

The foregoing certificates when attached to the Amendment shall be deemed sufficient to establish that the appropriate procedure was followed in connection with the merger.

## ARTICLE XV

### REMEDIES FOR VIOLATIONS

If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer or the Community Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be construed as cumulative to all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns or the Community Association, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto. In the event the Developer or the Community Association shall prevail upon such proceeding for recovery of damages or to enjoin violations, the Member shall be responsible for all costs and expenses incurred or paid by the Developer or the Community Association in the prosecution of such proceeding, including reasonable attorney's fees, and the Developer or Community Association shall be entitled to place a lien upon the property owned by such Member, as provided in Article VI hereof to secure payment of such sums, should the Member fail to pay such costs and expenses within thirty (30) days from the entry of the judgment or injunction.

## ARTICLE XVI

### SPECIAL TAXING DISTRICT

No agency of government will be requested to assume maintenance of Common Areas; however, if for any reason it should become necessary that a public agency maintain such areas, or otherwise expend public funds, such costs shall be due and payable by Individual Owners, and, if unpaid, shall become liens on Individual Units.

O.R. 833 PG 0807

ARTICLE XVII

MISCELLANEOUS PROVISIONS

Section 1. Additional Covenants and Restrictions. No Unit Owner, other than the Developer, without the prior written approval of the Developer or of the Community Association, once the turnover to it has occurred, may impose any additional covenants and restrictions upon any portion of The Properties.

Section 2. Invalidation. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions, which shall remain in full force and effect.

Section 3. Section Headings. The section headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

Section 4. Construction and Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose and intent of creating a planned residential community. Whenever the context requires or permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, the Developer has executed this instrument the day and year first above written.

Signed, sealed and delivered  
in our presence as witnesses:

Saranne A. Runk  
Roberta H. Hein

DEVELOPER:  
PONCE DE LEON VILLAS, INC., a Florida  
corporation

JEFFREY L. MELDON, PRESIDENT

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing Declaration of Protective Covenants was acknowledged before me this 17 day of July, by JEFFREY L. MELDON, President of PONCE DE LEON VILLAS, INC.

Saranne A. Runk  
Notary Public, State of Florida  
at Large  
My Commission Expires: 7/19/87

CONSENT OF MORTGAGEE

O.R. 833 PG 0808

THE BARNETT BANK OF ST. JOHNS COUNTY, the owner and holder of a first mortgage upon the real property described in the foregoing Declaration of Protective Covenants and Restrictions of Ponce de Leon Villas, which mortgage is dated January 22, 1985, and recorded in Official Records Book 664, Page 2118, Public Records of St. Johns County, Florida, hereby agrees to the filing of said Declaration of Protective Covenants and Restrictions as covenants running with the land and to the subordination of the lien of its said mortgage to the terms of the aforesaid Protective Covenants and Restrictions of Ponce de Leon Villas.

DATED this 30 day of July, 1985.

Signed, sealed and delivered  
in the presence of:

BARNETT BANK OF ST. JOHNS COUNTY

By: T. Mark Miller  
T. Mark Miller  
Assistant Vice President

STATE OF FLORIDA

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared T. MARK MILLER as Assistant Vice President of BARNETT BANK OF ST. JOHNS COUNTY, known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same as such officer and same is the act and deed of said BARNETT BANK OF ST. JOHNS COUNTY.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of July, 1985.

D. D. Bailey  
Notary Public, State of Florida

My Commission Expires: 9/25/88

ARTICLES OF INCORPORATION OF  
PONCE DE LEON VILLAS  
HOMEOWNER'S ASSOCIATION, INC.,  
A NON-PROFIT CORPORATION

O.R. 833 PG 0809

Name

The name of the corporation shall be the Ponce de Leon Villas Homeowner's Association, Inc., a non-profit Corporation.

II

Purpose

The purpose for which this corporation is organized is to provide for maintenance, preservation and architectural control of the residence lots and common area within that certain tract of property described as:

Lots 1 through 13, inclusive, and Lots 15 through 29, inclusive, Ponce de Leon Villas, according to plat thereof recorded in Map Book 18, Pages 55 & 56, Public Records of St. Johns County, Florida.

And to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of The Clerk of the St. Johns County Circuit Court, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for

public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

### III

#### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

### IV

#### CLASSES OF MEMBERSHIP

Class A. Class A members shall be all Owners, with the exception of the Developer. The owner of Lot 1 shall be entitled to 8 votes. The Owners of Lots 2 through 13, inclusive, are entitled to 4 votes for each lot. In the event that any of the structures erected on Lots 1 through 13 are created as

## O.R. 833 PG 0811

or converted to condominiums, then the owner of each condominium unit shall be entitled to one vote. The owners of Lots 15 through 29, inclusive, are entitled to 1 vote each. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than the assigned votes be cast with respect to any lot.

Class B. The Class B member(s) shall be the Developer (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B membership; or

- (b) on July 17, 1988.

## V

Existence

The corporation shall have perpetual existence.

## VI

Subscribers Names and Residences

The Names and residences of the subscriber to these Articles of Incorporation is:

<u>Name</u>	<u>Address</u>
Jeffrey Meldon	P.O. Box 65 Gainesville, FL 32601

## VII

Board of Directors

The affairs of the association shall be managed by a Board of (3) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Jeffrey Meldon	P.O. Box 65 Gainesville
Toby Meldon	P. O. Box 65 Gainesville
Harry Meldon	24260 Shaker Blvd. Shaker Heights, Ohio 44122

At the first annual meeting the members shall elect three directors for a term of one year, and each annual meeting thereafter.

VIII

Dissolution

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of member. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

IX

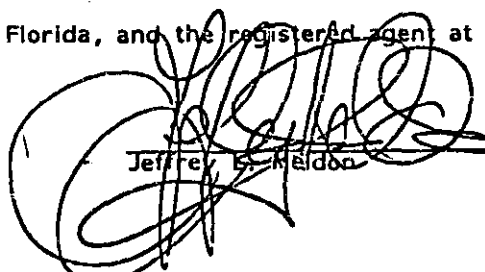
Amendments to the Articles of Incorporation

Amendments to the Articles of Incorporation may be proposed by any member of the corporation upon the giving of written notice to the Board of Directors. The proposed amendments shall be adopted if approved by 75% of the entire membership.

X

Registered Office and Registered Agent

The initial registered office of the corporation is 501 Atlantic Bank Building, St. Augustine, Florida, and the registered agent at such address is John D. Bailey, Jr.

  
Jeffrey B. Meldon



STATE OF FLORIDA  
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, a notary public duly authorized in the state and county named above to take acknowledgments, personally appeared JEFFREY L. MELDON, to me well known to be the person described as subscriber in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he subscribed to those Articles of Incorporation.

WITNESS my hand and official seal in the County and State named above this 17<sup>TH</sup> day of July, 1985.

Saraine A. Runk  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE

MY COMMISSION EXPIRES: 7/19/89

BY-LAWS OF  
PONCE DE LEON VILLAS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is Ponce de Leon Villas Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 501 Atlantic Bank Building, St. Augustine, Florida 32084 but meetings of members and directors may be held at such places within the State of Florida, County of St. Johns as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Ponce de Leon Villas Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owners.

Section 6. "Declarant" shall mean and refer to Ponce de Leon Villas, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of the Circuit Court, St. Johns County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

## ARTICLE III

## MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of Incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 2:00 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of

the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

**Section 2. Duties.** It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be maintained.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, We, being all of the directors of Ponce de Leon Villas, Association, Inc. have hereunto set our hands this 17 day of July, 1985.

JEFFREY MELDON

TOBY MELDON

HARRY MELDON

AS ATTORNEY IN FACT

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing By-Laws of Ponce de Leon Villas, Inc., was acknowledged before me this 17 day of July, 1985, by Jeffrey Meldon, Toby Meldon and Harry Meldon.

Notary Public, State of Florida  
at Large.  
My Commission Expires: 7/1/85

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Ponce de Leon Villas Association, Inc., a Florida corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors, held on the 17 day of July, 1985.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 17 day of July, 1985.

VERIFIED BY

1055 AUG -1 PM 1:56

Secretary



This Instrument Prepared By:  
Katherine G. Jones  
Upchurch, Bailey and Upchurch, P.A.  
Post Office Drawer 3007  
St. Augustine, Florida 32085-3007

**AMENDED**

**FIRST AMENDMENT**

**TO DECLARATION OF CONDOMINIUM**

**FOR**

**PONCE DE LEON VILLAS CONDOMINIUM NO. 1**

THIS AMENDED FIRST AMENDMENT to the Declaration of Condominium for Ponce de Leon Villas Condominium No. 1 is executed this 15<sup>th</sup> day of April, 1996, by H. TIMOTHY FORD and EDWIN K. MARTIN, (collectively "the Developer") and by JEFFREY L. MELDON ("the Mortgagee").

**W I T N E S S E T H:**

WHEREAS, the Developer is the owner of, and the Mortgagee holds a first mortgage on, the lands described in Exhibit "A" attached hereto; and

WHEREAS, the Developer and the Mortgagee desire to amend the Declaration of Condominium for Ponce de Leon Villas Condominium No. 1 dated September 15, 1989, and recorded in Official Records Book 833, Page 701, of the public records of St. Johns County, Florida, ("the Declaration") in order to submit the additional contiguous land described in Exhibit "A" and make same subject to the provisions of said Declaration pursuant to Section 5 thereof; and

WHEREAS, the Developer and the Mortgagee are all persons who have record title to the interest in the land to be submitted to condominium ownership:

NOW, THEREFORE, the Developer hereby amends, and the Mortgagee consents to the amendment of, the Declaration of Condominium for Ponce de Leon Villas Condominium No. 1 as follows:

Recorded in Public Records St. Johns County, FL  
Clerk# 96013307 O.R. 1167 PG 351 04:15PM 04/18/96  
Recording \$29.00 Surchage \$4.00

1. The real property described on Exhibit "A" and depicted on the survey and site plan attached as Exhibit "B" attached hereto, which Developer has caused to be surveyed and platted as portions of Lot 14, Ponce de Leon Villas, in accordance with the plat thereof recorded in Map Book 18, Pages 55 and 56, of the public records of St. Johns County, Florida, is hereby submitted to the condominium form of ownership and use as provided by Chapter 718, Florida Statutes, as Phases II and III of the condominium. It is hereby made subject to the aforesaid Declaration of Condominium for Ponce de Leon Villas Condominium No. 1.

2. The owners of Units situated on the real property described on Exhibit "A", which Units are identified on Exhibit "C", shall be members of the Ponce de Leon Villas Condominium Association, Inc., and the Ponce de Leon Villas Homeowners' Association, Inc., in accordance with the provisions of the aforesaid Declaration and shall be subject to all covenants, rules, regulations, and by-laws in the same manner and with the same effect as the owners of Lots or Units situated on the real property described in the aforesaid Declaration.

3. The undivided share in the common elements appurtenant to each unit in the condominium and each unit's share of the common expenses and common surplus, shall be 1/12.

4. In all other respects, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, the Developer and the Mortgagee have executed this First Amendment to the Declaration of

Condominium for Ponce de Leon Villas Condominium No. 1 the date stated above.

Signed, sealed and delivered in the presence of:

Sharon L. Palmer  
Kathleen G. [unclear]  
Sharon L. Palmer  
Kathleen G. [unclear]

H. Timothy Ford  
H. TIMOTHY FORD

Edwin K. Martin  
EDWIN K. MARTIN

DEVELOPER

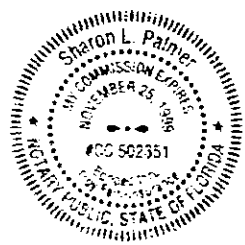
Quada Shaw

Jeffrey A. Meldon  
JEFFREY A. MELDON

MORTGAGEE

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

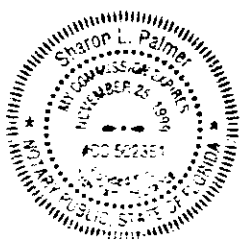
THE FOREGOING instrument was acknowledged before me this 12th day of April 1996, by H. Timothy Ford, who (X) is personally known to me or ( ) has produced N/A as identification.



Sharon L. Palmer  
Signature of Notary  
Sharon L. Palmer  
Name of Notary typed or printed  
Commission Number  
Commission Expires

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 12th day of April 1996, by Edwin K. Martin, who (X) is personally known to me or ( ) has produced N/A as identification.



Sharon L. Palmer  
Signature of Notary  
Sharon L. Palmer  
Name of Notary typed or printed  
Commission Number  
Commission Expires

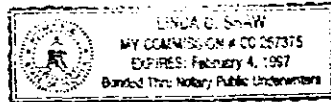
STATE OF FLORIDA  
COUNTY OF ST. JOHNS

O.R. 1167 PG 0354

THE FOREGOING instrument was acknowledged before me this  
15<sup>th</sup> day of Apr. 1996, by Jeffrey I. Meldon, who (  
✓ is personally known to me or ( ) has produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

Linda C. Shaw  
Signature of Notary

Linda C. Shaw  
Name of Notary typed or printed  
Commission Number \_\_\_\_\_  
Commission Expires \_\_\_\_\_



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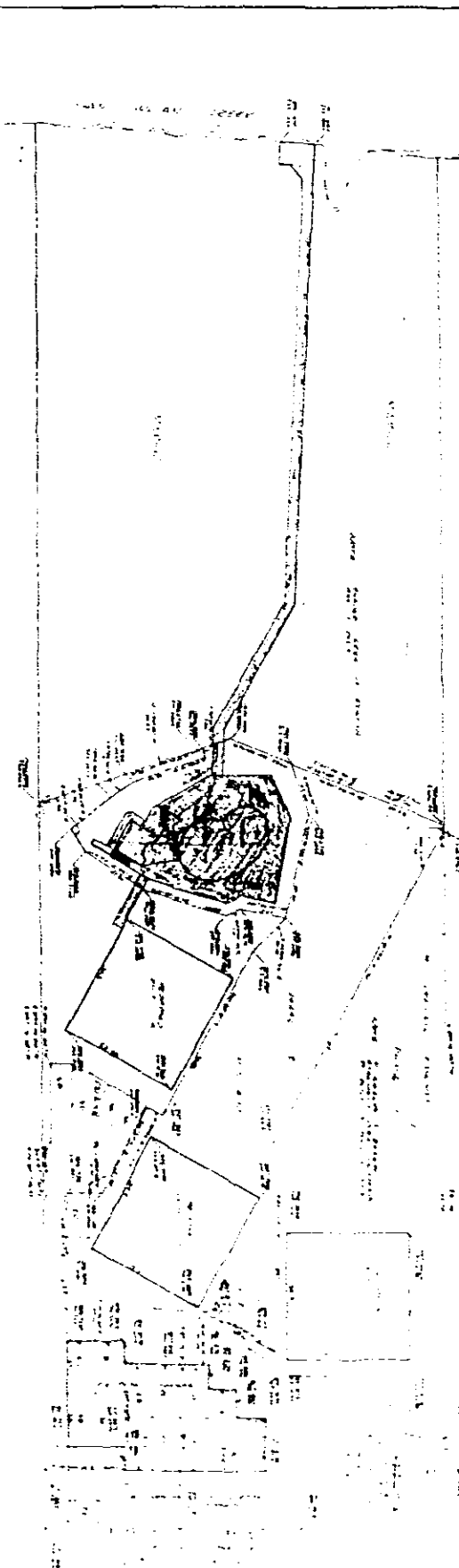
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EXHIBIT

O.R. 1167 PG 0357

IDENTIFICATION OF UNITS

PHASE II (Building 2)

Unit 2E (Downstairs)  
Unit 2F (Downstairs)  
Unit 2G (Upstairs)  
Unit 2H (Upstairs)

PHASE III (Building 3)

Unit 3I (Downstairs)  
Unit 3J (Downstairs)  
Unit 3K (Upstairs)  
Unit 3L (Upstairs)

EXHIBIT