

DECLARATION of CONDOMINIUM
for
SEASIDE AT ANASTASIA
A CONDOMINIUM

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DECLARATION of CONDOMINIUM
for
SEASIDE AT ANASTASIA
A CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM is made this ____ day of June, 2003 by **Anastasia Developers II, LLC.**, a Florida Limited Liability Company, the owner of fee simple title in and to the real property hereinafter described and developer of the improvements thereon, its successors and assigns, (the "Developer"), and with the intent and purpose of submitting said land and improvements to the condominium form of ownership Developer makes the following declaration:

1. PURPOSE

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

2. NAME

The name by which this condominium is to be identified is:

Seaside at Anastasia, a Condominium.

3. LANDS

The lands owned by the Developer, which by this Declaration are hereby submitted to the condominium form of ownership, are those certain lands located in St. Johns County, Florida, and described in "Exhibit A" attached hereto and by reference made a part hereof, hereinafter referred to as the "Land". The Land shall be subject to conditions, restrictions, easements and reservations of record. A survey of the Land is attached as Exhibit "B".

4. BINDING EFFECT

All provisions of this Declaration shall be construed to be perpetual covenants running with the Land and with every part thereof and interest therein, and each and every condominium parcel owner and claimant of the Land or any part thereof or interest therein, and his heirs, executors and administrators, successors and assigns, shall be bound by all of the provisions pursuant to the Condominium Act and/or as provided herein. Both the burdens imposed and the benefits provided shall run with each condominium parcel as herein defined.

5. DEFINITIONS

The terms used in this Declaration and in the Articles of Incorporation and the By-Laws of Seaside at Anastasia Condominiums Association, Inc., shall have the meaning stated in the Condominium Act and as follows, unless the context otherwise requires. 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 use of the singular shall include the plural.

- 5.1 "Assessment" means a share of the funds required for the payment of common expenses, which from time to time is assessed against the Unit Owner.
- 5.2 "Association" means Seaside at Anastasia Owners Association, Inc., a not-for-profit Florida corporation which is responsible for the operation of the condominium.
- 5.3 "Board of Directors" means the board of directors or other representative body responsible for administration of the Association.
- 5.4 "By-Laws" means the by-laws of the Association existing from time to time.
- 5.5 "Common Elements" includes within its meaning the following:
 - (a) The Condominium Property which is not included within the Units, including the surface water and storm water management system(s) permitted by the St. Johns Water Management District ("SJWMD").
 - (b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Units and the Common Elements.
 - (c) An easement of support in every portion of a Unit which contributes to the support of a building.
 - (d) The property and installations required for the furnishing of utilities and other services to more than one (1) Unit or to the Common Elements.
 - (e) Easements for ingress and egress serving the Condominium Property and serving each Unit.
- 5.6 "Common Expenses" means all expenses and assessments properly incurred by the Association for the Condominium and for which the Unit Owners shall be liable to the Association.
- 5.7 "Common Surplus" means the excess of all receipts of the Association collected on behalf of this Condominium, including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements, over the common expenses.
- 5.8 "Condominium" 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 and Common Surplus.

- 5.9 "Condominium Parcel" means a Unit, together with the undivided share in the Common Elements and Common Surplus which is appurtenant to the Unit.
- 5.10 "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.
- 5.11 "Declaration" or "Declaration of Condominium" means this Declaration of Condominium for Seaside at Anastasia, a condominium, as it may be from time to time amended.
- 5.12 "Developer" means Anastasia Developers II, LLC, a Florida limited liability company.
- 5.13 "Limited Common Element" means the Common Elements which are reserved herein, or assigned, or granted separately herefrom, for the use of a certain Unit or Units to the exclusion of other Units, including the following:
- (a) the exclusive use of any fixtures, equipment or appliances exclusively serving one Unit, including if applicable air conditioning compressors, ducts, pipes, wiring, controls, light fixtures or other apparatus serving only one Unit, even if the same are located outside of the Unit; and
 - (b) the exclusive use of any designated Covered Parking Space assigned by the Developer to a Unit Owner as a Limited Common Element, as provided for in paragraph 6.5 hereof.
- 5.14 "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, mortgage broker/banker, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, the Federal National Mortgage Association, federal or state agencies, the Developer or other mortgagee which shall be acceptable to and approved by the Board of Directors of the Association.
- 5.15 "Operation" or "Operation of the Condominium" includes the administration and management of the Condominium Property.
- 5.16 "Storm Water or Surface Water Management System" means a system which is designed and constructed or implemented to control discharges necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

- 5.17 "Unit" means a part of the Condominium Property which is subject to exclusive ownership, as more fully described in Article 6 and Article 7 hereof;
- 5.18 "Unit Owner" or "Owner of a Unit" means an owner of a Condominium Parcel.
- 5.19 "Utility Services" means and 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.

6. **DEVELOPMENT PLAN**

- 6.1 **Status of Development.** The Improvements described herein have not been constructed as of the date of this Declaration. The descriptions provided in this Declaration and depicted in the attached Exhibits reflect the Improvements which are proposed by the Developer. The substantial completion of the first four Buildings (sixty-six Units) is expected to occur by September, 2002. The substantial completion of the remaining three Buildings (fifty-one Units) is expected to occur by June, 2003; however, a longer period of time may be required for completion due to unfavorable housing market conditions, natural disasters, or other forces beyond the control of the Developer.

- 6.2 **Improvements.** Attached hereto as "Exhibit C" is the site plan for the Condominium Property, depicting the Land and all improvements to be constructed on the Land in approximate relation to each other. "Exhibit D" is a composite graphic depiction of the buildings and Units:

- (a) Exhibits D-1 through D-7 (each being a composite of several related pages) depict the seven building plans showing elevational views and building floor plans (for all three floors of each building), and identifying each Unit on each floor of each building by Unit type and Identifying Unit number;
- (b) Exhibit D-8 (a composite) depicts Unit type floor plans which show the layout and room dimensions of each of the four Unit types.
- (c) Exhibit D-9 (a composite) depicts the floor plan and elevational views of the Clubhouse and poolside bathrooms.
- (d) Exhibit D-10 (a composite) depicts the floor plan and elevational views of the covered parking buildings. All ten (10) covered parking buildings are identical.

Those Exhibits and the legends and notes contained within said Exhibits are incorporated herein and made a part hereof by reference.

- 6.3 **Condominium Buildings.** The Improvements include seven condominium buildings, situated on the Land as depicted in Exhibit "C". Each building contains either fifteen (15) Units or

eighteen (18) Units. All buildings are three-story buildings, and each building is served by two stairways and one elevator. Several adjacent Buildings are "linked" to one-another by a walkway between and connecting the two Buildings on each of the three floors of those Buildings; in those instances, the two adjoining buildings share a common elevator. Exhibit "D" provides a graphic depiction of the seven buildings and the layout of each relative to the others.

- 6.4 Common Areas. Exhibit "C" also depicts the community pool, clubhouse, ponds, walkways, and other portions of the Condominium Property reserved for the common use and enjoyment of the Unit Owners.
- 6.5 Garage Buildings. The Improvements also include ten (10) enclosed and covered garage buildings containing a total of seventy (70) separately-walled, divided and enclosed parking spaces ("Covered Parking Spaces"). The Developer, in its sole discretion and for such consideration as the Developer may require, may assign to the Owner of a Unit, as a Limited Common Element, the exclusive use of one (1) Covered Parking Space. In that event, at the time of the conveyance by the Developer to an owner of a Unit, the warranty deed may include an assignment of a Covered Parking Space as a Limited Common Element of the Unit being conveyed by such deed. As reflected in Exhibit "C", The Covered Parking Spaces are located as follows:

Building CP-A contains covered parking spaces CP-1 through CP-7;
 Building CP-B contains covered parking spaces CP-8 through CP-14;
 Building CP-C contains covered parking spaces CP-15 through CP-21;
 Building CP-D contains covered parking spaces CP-22 through CP-28;
 Building CP-E contains covered parking spaces CP-29 through CP-35;
 Building CP-F contains covered parking spaces CP-36 through CP-42;
 Building CP-G contains covered parking spaces CP-43 through CP-49;
 Building CP-H contains covered parking spaces CP-50 through CP-56;
 Building CP-I contains covered parking spaces CP-57 through CP-63;
 Building CP-J contains covered parking spaces CP-64 through CP-70.

7. CONDOMINIUM UNITS

- 7.1 Ownership. Each Unit, together with all appurtenances thereto shall for all purposes constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, subject to the provisions of the condominium documents establishing this Condominium, the Condominium Act and any other covenants and restrictions or easements of record.
- 7.2 Description of Units. The legal description of each Unit shall consist of the identifying number of such Unit as shown on "Exhibit D". Every deed, lease, mortgage or other instrument may legally describe a Unit and/or Condominium Parcel by its identifying number

as provided for on "Exhibit D," and each and every description shall be deemed good and sufficient for all purposes. NOTE: The identifying number of each Unit is expected to be different from its street address which will be assigned to each Unit by the regulatory agency with authority to do so.

7.3 Unit Boundaries. The interior dwelling space of each Unit shall include that part of the building within the boundaries determined as follows:

- (a) The upper and lower boundaries of the interior Unit shall be the following boundaries extended to an intersection with the vertical boundaries:
 - (i) The upper boundary shall be the horizontal plane of the undecorated, finished ceiling.
 - (ii) The lower boundary shall be the horizontal plane of the undecorated, finished floor.
- (b) The vertical boundaries of the interior Unit shall be the vertical plane of the undecorated and/or unfinished inner surfaces of the perimeter walls bounding the Unit, extended to intersections with each other and with the upper and lower boundaries.
- (c) All glass and other transparent and/or translucent material or screens covering windows and doors and the material covering other openings in the exterior walls of the Units shall be construed to be within the boundaries and part of the Unit exclusively served by such windows, doors, and other openings.

7.4 Porches and Patios. In addition to the interior portion of each Unit as described above, each Unit shall include, as indicated on Exhibit "D", a private exterior porch or patio to the rear of the Unit.

- (a) The boundaries of the porch or patio shall be as follows:
 - (i) The upper boundary shall be the horizontal plane of the finished and painted ceiling above the porch;
 - (ii) The lower boundary shall be the horizontal plane of the finished porch floor.
 - (iii) The vertical boundaries of the porch or patio shall be the vertical plane of the finished and painted outer surfaces of the perimeter walls bounding the Unit and abutting the porch, extended to intersections with each other and with the upper and lower boundaries. Should a vertical boundary be a railing, then the porch shall include the railing and the boundary shall be the exterior surface of the railing.

- (b) Maintenance of the floor, ceiling, and vertical walls of the porch or patio shall be borne by the Association.
 - (c) Each porch or patio is a part of the Unit which it abuts and is owned by and is for the exclusive use of the Owner(s) of that Unit; provided, however, no Unit Owner shall paint or cover the vertical walls or ceiling of the porch or patio, nor cover the floor of the porch other than with removable rugs or carpeting, unless otherwise expressly permitted and authorized by the Association.
- 7.5 Combined Units. In the event more than one (1) unit has been acquired by the same owner and combined into a single dwelling place, the unit plans as described in "Exhibit D" may not reflect the interior plans of the combined units, but the exterior boundaries of the combined units shall remain the same. Should any units be combined, combined units shall continue to exist as separate units as described in this Declaration for the purpose of applying the provisions of this Declaration and all Exhibits attached hereto.

8. OWNERSHIP

- 8.1 Type of Ownership. Ownership of each Condominium Parcel shall be in fee simple.
- 8.2 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.
- 8.3 Unit Owner's Rights. Each Unit Owner shall be entitled to exclusive possession of his Unit subject to the provisions of the condominium documents and the Condominium Act. The Owner of a Unit 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.
- 8.4 Appurtenances to Units. There shall be appurtenant and pass with the title to each Unit the rights, shares and interests provided by the Condominium Act which shall be deemed to include, without limitation, the following:
- (a) An undivided percentage share as described in Section 9 hereof, in the Common Elements, as described herein;
 - (b) The right to use those portions of the Common Elements designated and/or reserved herein and/or granted elsewhere to a certain Unit or Units as Limited Common Elements;
 - (c) An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as it may lawfully be altered or reconstructed from time to time, which

easement shall be terminated automatically in any air space which is permanently vacated from time to time;

(d) Non-exclusive easements, to be used and enjoyed in common by all present and future Owners of Units in the Condominium, their guests and invitees, for use of those Common Elements or other facilities not designated elsewhere herein as Limited Common Elements including, without limitation, easements for the furnishing and maintenance of utility services to all parts of the Land over, across, in and through the Land and Buildings, as the fixtures and equipment therefor now exist and/or may be modified or relocated;

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

(f) A non-exclusive easement, to be used and enjoyed by all present and future Owners of Units in the Condominium, their guests and invitees, for use and enjoyment and for ingress and egress over, across and upon the paved areas for access and parking (as hereafter defined);

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

9. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS

The fee title of each Condominium Parcel shall include both the Unit and an undivided interest in the Common Elements. The undivided interest in the Common Elements is deemed to be conveyed or encumbered with its respective 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 Unit from the undivided interest in the Common Elements appurtenant to each Unit shall be null and void.

10. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS

Each Unit Owner shall own an equal, undivided percentage share of the Common Elements based upon the total number of Units in the Condominium. There are 117 Units planned for development by the Developer. The percentage share of each Unit Owner's ownership of Common Elements is determined by the percentage which one Unit bears to 117 Units (0.855%). A Unit Owner's ownership of a Covered Parking Space, as a Limited Common Element, does not create nor result

in any additional ownership of the Common Elements.

11. COMMON EXPENSE AND COMMON SURPLUS

- 11.1 Attributable Share. Each Unit Owner shall be responsible for a portion of the Common Expenses and costs, and such share shall be in the same percentage as that Owners' share of the undivided ownership of the Common Elements as established in conformance with Article 10. Any Common Surplus of the Association shall likewise be owned by each Unit Owner in the same proportion as their percentage liability for Common Expenses. Section 22 hereof sets forth certain rights, privileges and obligations of the Developer relative to payment of Common Expenses during the "Start-Up Period" defined therein and in relation to unsold Units; those provisions may alter the Developer's share of those Common Expenses but shall not alter any other Unit Owner's share of Common Expenses.
- 11.2 No Share for Covered Parking Spaces. A Unit Owner's ownership of a Covered Parking Space, as a Limited Common Element, does not create nor result in any additional share of the Common Surplus or any additional share of the Common Expenses; provided, however, each owner of a Covered Parking Space shall be assessed a separate monthly assessment charge, over and above his assessment as a Unit Owner, for deposit by the Association to the Association Reserve Fund and to be used as provide in paragraph 19.2 hereof.

12. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

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

12.1 As to Units:

- (a) The Association shall maintain, repair and replace at the Association's expense:
- (i) All portions of the Condominium Property contributing to the support of the condominium buildings, which portions shall include, but not be limited to: outside walls of the buildings and all fixtures on its exterior; those portions of boundary walls not a part of Unit; floor and ceiling slabs; load-bearing columns; and load-bearing walls.
 - (ii) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services contained in the portion of the Condominium Property maintained by the Association and all such facilities contained within a Unit that service part or parts of the Condominium Property other than the Unit within which contained.
 - (iii) All incidental damage caused to a Unit by such work described in this Section 12.1.1 shall be repaired promptly at the expense of the Association.

- (b) The responsibility of the Unit Owner shall be as follows:
- (i) To keep and maintain his Unit, and all equipment and appurtenances within and servicing his Unit in good order, condition and repair, and to perform promptly all such maintenance and repair work within the Unit which, if omitted, would affect the Condominium Property in its entirety or in a part belonging to others, being expressly responsible for the damages and liability which his failure to do so may engender.
 - (ii) To maintain, repair and replace any and all walls, ceiling and floor interior surfaces, window glass, exterior doors and door glass, painting, decorating and furnishings, and all other accessories which such Owner may desire to place and maintain in his Unit.
 - (iii) To promptly report to the Association any defect or need for repairs for which the Association is responsible.
 - (iv) Maintenance and repairs of 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.
 - (v) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of a condominium building and/or property.
- (c) Access to Unit: Any officer or 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 inspection, maintenance, repair or replacement of any Common Element therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.
- (d) 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 first obtaining approval in writing of owners of all Units in the building and approval of the Board of Directors. If so approved, 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 the work.

12.2 As to Common Elements

- (a) 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. The Association shall be responsible for the maintenance, operation and repair of the surface water or storm water management system(s), which shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the SJWMD. Any repair or reconstruction of the surface water or storm water management system shall be as permitted or, if modified, as approved by the SJWMD.

- (b) Land Acquisition: Land acquired by the Association may be added to the land submitted to condominium ownership hereby. This may be done by an amendment to this Declaration that includes the description of the acquired land and submits the said land to condominium ownership under the terms of this Declaration. The amendment shall be executed by the Association and adopted by the Unit Owners in the manner elsewhere required. Such amendment, when recorded in the public records of St. Johns County, Florida, shall divest the Association of title to the land and shall state that it conveys all interest of the Association to and vests the title in the Unit Owners, without naming them and without further conveyance, in the same undivided shares as the undivided shares in the Common Elements appurtenant to the Units owned by them.
- (c) Land Not Incorporated: Any land acquired by the Association that is not incorporated into the land by amendment of this Declaration, may be sold or mortgaged or otherwise disposed of by the Association after approval in writing by the record Unit Owners of not less than seventy-five percent (75%) of the Common Elements. This approval shall be evidenced by a certificate stating that the approval was duly given, which certificate shall be executed by the officers of the Association with the formalities of a deed and delivered to a purchaser or mortgagee of such land.
- (d) Personal Property: Any personal property acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association.

12.3 Enforcement of Maintenance

- (a) In the event that an owner of a Unit fails to maintain a Unit as required above, the Association, Developer or any other Unit Owner shall have the right to proceed to any appropriate court to seek and obtain compliance with the foregoing provisions. The Association shall have the right to have its employees or agents enter the Unit during reasonable business hours when necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another unit or units.
- (b) The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration of Condominium which relate to the maintenance, operation and repair of the surface water or storm water management system.

13. USE RESTRICTIONS

Note: THE LEASE OF ANY UNIT IS AND SHALL BE MADE SUBJECT TO EACH AND EVERY USE RESTRICTION CONTAINED HEREIN.

13.1 As to Units

- (a) Each of the Units shall be occupied only by the Unit Owner, members of his family, tenants of a Unit Owner and their respective servants and guests, as a residence or as temporary lodging and for no other purpose. No Unit shall be permanently occupied by more than six (6) persons, and the maximum permanent occupants and overnight guests shall be no more than eight (8) persons per Unit.
- (b) 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.
- (c) Nothing shall be hung, displayed or placed on the exterior walls, doors or windows of the Unit or the building without the prior written consent of the Board of Directors.
- (d) No clotheslines or similar devices shall be allowed on any patios, sun decks or balconies of a building, or any other part of the Condominium Property, without the prior written consent of the Board of Directors.
- (e) No Unit Owner shall make, allow or cause to be made, any structural addition or alteration of his Unit of the Common Elements without the prior written consent of the Association.

13.2 As to Common Elements

The Common Elements shall be used only for the purposes for which they are intended. Such use shall be in accord with the Rules and Regulations adopted by the Association, as amended from time to time.

13.3 Nuisances

No nuisances nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper residential use of the property by its residents shall be allowed on the Condominium Property. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate. No explosive or combustible materials shall be kept in any Unit other than common and customary household cleaning products, and no fire hazard shall be 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.

13.4 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 and complied with. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for the maintenance and repair of the property concerned, as set forth herein.

13.5 Signs

No signs shall be displayed from a Unit or on Common Elements except such signs as are permitted by the Rules and Regulations of the Association or which shall have the advance written approval by the Board of Directors.

13.6 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 regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request. The Initial Rules and Regulations are included within the By-Laws.

13.7 Proviso

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 by the Developer of all contemplated improvements and the sale by the Developer of all Units, and the Developer may make such use of the unsold Units and Common Elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property and the display of customary signs.

14. PARKING SPACES

The Developer shall permanently assign at least one (1) uncovered parking space to each Unit which shall be as near and convenient to the Unit as reasonably practical. The assignment shall be made in the sole discretion of the Developer. Upon such assignment, the Unit Owner to whom such assignment is made shall have the exclusive right to use of such parking spaces. The Developer may, in its sole discretion, assign additional parking spaces, if any, for guest use.

15. EASEMENTS

Each of the following 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 intended use and purpose, and shall survive the termination of the Condominium and the exclusion of any lands of the Condominium from the Condominium. The easements created hereby are as follows:

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.

15.2 Pedestrian and Vehicular Traffic

For pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist, upon the Common Elements; and for the vehicular traffic over, through and across such portions of the Common Elements as may be from time to time paved and intended for such purposes.

15.3 Structural Support

Every portion of a Unit contributing to the structural 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.

15.4 Perpetual Non-Exclusive Easement in Common Elements

The Common Elements shall be, and the same are hereby declared to be subject to, a perpetual, nonexclusive easement in favor of all Unit Owners for their use and the use of their immediate families, tenants, guests and invitees, 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.

15.5 Right of Entry into Private Dwellings in Emergencies

In case of 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 Directors, or any other person authorized by it, or the building manager or managing agent, 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.

15.6 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 owners of each Unit shall permit other owners or their representatives, or a duly constituted and authorized agent of the Association, to enter such Unit for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

15.7 Easement for Access and Drainage

The Association shall have a perpetual non-exclusive easement over all areas of the surface water or storm water management system(s) for access to operate, maintain, or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or storm water management system at a reasonable time and in a reasonable manner, to operate, maintain, or repair the surface water or storm water management system as required by the St. Johns Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or storm water management system. No person shall alter the drainage flow of the surface water or storm water management system(s), including buffer areas or swales, without the prior written approval of the SJWMD.

15.8 Easement for Unintentional and Non-Negligent Encroachment

In the event that any Unit shall encroach upon any of the Common Elements for any reason not caused by the purposeful or negligent act of the Unit Owner or Owners, or agents of such Owners or Owners, then an easement appurtenant to such Unit shall exist for the continuance of such encroachment into the Common Elements for so long as such encroachment shall naturally exist; and, 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.

15.9 Air Space

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

15.10 Easements for Encroachments

Easements for encroachments by the perimeter walls, ceilings and floor surrounding each Unit.

15.11 Easement for Overhangs

Easement for overhanging troughs or gutters, down spouts and the discharge therefrom of rainwater and the subsequent flow thereof over Units or any of them.

15.12 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 but exclusively serving and individually owned by the owner of the Unit, as the same exist in and on the land, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, 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 efficient and effective administration of this Condominium by the Unit Owners, a non-profit corporation known and designated as **Seaside at Anastasia Owners Association, Inc.** (the "Association"), has been organized under the laws of the State of Florida and said corporation shall administer the operation and management of this Condominium, and shall undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration, its Articles, its By-Laws, the Rules and Regulations promulgated by the Association from time to time and the Condominium Act.

16.1 Articles of Incorporation

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

16.2 By-Laws

A copy of the By-Laws of the Association is attached hereto as "Exhibit F."

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, their families, guests, invitees or lessees 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 actions of other Unit Owners or other 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 Approval or Disapproval of Matters

Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the By-Laws of the Association.

16.6 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 and the Initial Board of Directors named therein, for so long as they remain Directors. Membership shall be established by acquisition of ownership of fee title to, or fee interest in a Condominium Parcel in the 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 Unit 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 the Association, and the membership of the prior owner as to the parcel designated shall be terminated.

16.7 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, other than title 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

The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Condominium Property for the benefit of the Association and the Unit Owners and their mortgagees, as their interest may appear. Provisions shall be made for the issuance of certificates or mortgagee endorsements to the mortgagees of Unit Owners. Such policies and endorsements shall be deposited with the Board of Directors. Unit Owners may obtain insurance coverage at their own expense upon their personal property and for their personal

liability and living expense. Insurance policies issued to Unit Owners on individual Units shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association. All policies purchased by the Association must be written by insurance companies authorized to do business in the State of Florida, and with offices or agents in Florida; provided, however, all such insurance policies must be accepted and approved by the Institutional Mortgagee holding the largest aggregate dollar sum of mortgages encumbering Condominium Parcels in the condominium, said sum to be ascertained at the time of purchase or renewal of each policy.

17.2 Coverage

(a) Casualty. All buildings and improvements upon the land, including Units and 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 Directors, and all such insurance must be obtained, if possible, from the same company. Such coverage shall provide protection against:

(i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and flood disaster insurance. Every hazard policy which is issued to protect the Condominium Building shall provide that the term "building" wherever used in the policy shall include but not necessarily be limited to, fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed, or replacements thereof of like kind or quality, in accordance with the original plans and specifications, or as they existed at the time the Unit was initially conveyed if the original plans and specifications are not available; however, the term "building" shall not include floor coverings, wall coverings, or ceiling coverings.

(ii) 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.

(b) Public Liability. In such amounts and with such coverage as shall be required by the Association with cross liability endorsements to cover liability of the Unit Owners as a group to a Unit Owner; provided, however, such coverage shall be for at least \$1,000,000.00 for personal injury, including death, combined single limit.

(c) Workmen's Compensation. As shall be required to meet the requirements of law.

(d) Additional Insurance. Such other insurance as the Board of Directors, 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 Insurance Trustee

The Association shall have the right, but not the obligation, to designate the Insurance Trustee and, if the Association does so, then all persons beneficially interested in such insurance coverage shall be bound by the Association's selection of the Insurance Trustee. Should an Insurance Trustee be appointed, the Trustee shall be either a bank with trust powers, doing business in the State of Florida or an attorney who is a member of the Florida Bar. If the Association does appoint an Insurance Trustee, the Trustee will perform the duties and obligations imposed by this Article 17 and by Article 18 of this Declaration with respect to the collection, holding, use and application of insurance proceeds for the benefit of the Assureds. If no Insurance Trustee is appointed, then the Association, through its Board of Directors, shall perform those duties and obligations as set forth by this Article 17 and Article 18.

17.5 Assured

All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interest may appear (the Unit Owners and their mortgagees being additional insureds) and shall provide that all proceeds covering casualty losses shall be paid to the Board of Directors. All insurance policies shall require written notification to each Institutional Mortgagee of record and the Association not less than thirty (30) days in advance of a lapse, cancellation or material modification of any insurance policy insuring the Condominium Property. An Institutional Mortgagee may record its name by providing written notice to the insurer or by causing an endorsement to the policy to be issued.

(a) Proceeds on account of Common Elements shall be held in shares equal to the Unit Owner's share of the Common Elements.

(b) Proceeds on account of Units shall be held in the following undivided shares:

(i) 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.

(ii) Total Destruction: When a building is to be restored, for the owners of all Units in the building in as many undivided shares as there are Units in the building.

(iii) Mortgagee: In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests appear. In no event shall any mortgagee have the right to demand the application of insurance proceeds to any mortgage or mortgages which it may hold against Units, except to such extent as said insurance proceeds may exceed the actual cost of repair or restoration of the damaged building or buildings, and no mortgagee shall have any right to participate in the determination as to whether or not improvements will be restored after casualty.

17.6 Distribution of Proceeds

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

(a) Expense of the Trust: All expenses of the Board of Directors shall be first paid or provisions made therefor.

(b) 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.

(c) Failure to Reconstruct or repair: If it is determined in the manner provided in this Declaration 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.

(d) 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.

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:

- (a) 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.
- (b) Condominium property:
 - (i) If Units to which fifty percent (50%) or more of the Common Elements are appurtenant are found by the Board of Directors 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 in this Declaration that the Condominium shall be terminated.
 - (ii) If Units to which more than fifty percent (50%) of the Common Elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated as elsewhere provided in this Declaration, unless within sixty (60) days after the casualty the owners of seventy-five percent (75%) 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 buildings, portions of which are attached hereto as exhibits; provided, however, such reconstruction or repairs may deviate therefrom if made according to substituted plans and specifications approved by the Board of Directors, and, if the damaged property is the Condominium Buildings, by the owners of not less than seventy-five percent (75%) 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 or repair after casualty shall be that of the Association.

18.4 Estimates of Costs

As soon as reasonably practicable 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 cost 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 all Unit Owners in sufficient amounts to provide funds to pay the estimated costs. Assessments on account of damage to Common Elements shall be in proportion to the Unit Owner's share in the Common Elements.

18.6 Deductible Provision

The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a Common Expense.

18.7 Construction Funds

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

- (a) 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 to the Unit Owner, or if there is a mortgagee endorsement, then to the Unit Owner and mortgagee jointly.
- (b) The amount of the estimated costs of reconstruction and repair which is the responsibility of the Association shall be disbursed from the construction fund in payment of such costs in the manner required by the Board of Directors and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.
- (c) It shall be presumed that the first monies "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 the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner provided herein; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owners into the construction fund shall not be made payable to any mortgagee.

19. ASSESSMENTS

The making and collecting of assessments against Unit Owners for Common Expenses shall be the obligation of the Board of Directors 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, such shares being set forth in Sections 10 and 11 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. Except as provided in Section 19.8, a 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 transfer of title, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

19.2 Reserve Fund.

The Board, in establishing each Annual Budget, shall include therein a sum to be collected and maintained as a reserve fund for the capital expenditures, deferred maintenance and replacement of Common Elements, pool, clubhouse, and personal property held for the joint use and benefit of the owners of all Units. Capital expenditures payable from this reserve account shall include, but not be limited to, roof replacement, building painting, pavement resurfacing, and similar expenditures. The amount to be reserved shall be computed by means of a formula which is based on estimated life and estimated replacement cost of each reserve item. A separate amount shall be assessed against owners of Covered Parking Spaces, over and above their assessments as Unit Owners, in an amount determined by the Board of Directors in order to provide for future capital expenditures pertaining to the Garage Buildings.

19.3 Capital Contributions.

In addition to the amounts allocated to the Reserve Fund from each Annual Budget, with each conveyance of a Unit to a new Owner of that Unit, including the original conveyance by the Developer to the original Unit Owner and all subsequent conveyances of that Unit by the original Owner and by his successors to new Owners, each such Owner shall pay an amount to the Association equal to two times the then current monthly assessment charge for such unit, to be placed in the Association's Reserve Fund. Likewise, with each conveyance of a Covered Parking Space as a Limited Common Element, the new owner of that Covered Parking Space shall pay to the Association an amount equal to two times the then current monthly assessment charge for such Covered Parking Space.

19.4 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.

19.5 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 (not to exceed 18% per annum), 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.

19.6 Lien for Assessments

The Association shall have a lien on each Unit for any unpaid assessments, together with interest and reasonable attorneys fees incurred by the Association which are incident to the collection of the assessment or the enforcement of the lien, together with all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien. All such sums shall be payable by the Unit Owner and secured by such lien. The Association's liens shall also include those sums advanced on behalf of each Unit Owner in payment of his obligation for use charges and operation costs likewise referred to as Common Expenses. The Association's lien shall be effective from and after the time of recording in the Public Records of St. Johns County, Florida, of a claim of lien setting forth the description of the Unit, the name of the owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Notwithstanding anything contained herein to the contrary, no such lien shall continue for a longer period than one (1) year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid assessments, interest, costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. Such claims of lien shall be signed and verified by an officer of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of an institutional mortgage recorded prior to the time of recording of the claim of lien.

19.7 Collection and Foreclosure

The Board of Directors may take such action as they deem necessary to collect assessments of the Association by personal action or by enforcing and foreclosing said lien, and may settle and compromise claims if the compromise is in the best interests of the Association. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said 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 which are covered by the lien enforced. The Association shall give all notices required by the Condominium Act in the manner required

by the Condominium Act and shall otherwise comply with the Condominium Act in regard to such enforcement and foreclosure of liens..

19.8 Liability of Mortgagee Lienor or Judicial Sale Purchaser for Assessment

Notwithstanding anything to the contrary contained in this Declaration, where the mortgagee of a first mortgage of record or other purchaser of a Unit, obtains title to a Unit by a purchase at the public sale resulting from the first mortgagee's foreclosure judgment in a foreclosure suit in which the Association has been properly named as a defendant junior lien holder, or when the mortgagee of a first mortgage of record accepts a deed to a Unit in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or assessments attributable to such Unit, or chargeable to the former owner of the Condominium 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 liability 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 Unit 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 Unit hereunder.

19.9 Unpaid Assessments - Certificate

Within 15 days after request by a Unit Owner or holder of a mortgage encumbering a Unit, the Association shall provide a certificate stating all assessments and other moneys owed to the Association, if any, by the Unit Owner with respect to the Condominium Parcel. Any person other than the Unit 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 the Declaration, By-Laws and Rules and Regulations adopted pursuant thereto and 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 Negligence.

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

abandonment of a Unit or its appurtenances or of the Common Elements.

20.2 Fines.

The Board of Directors shall have the authority to assess fines in the manner and in such amounts as set forth in the By-Laws and permitted by the Condominium Act.

20.3 Costs and Attorneys' Fees.

In any proceeding arising from an alleged failure of a Unit Owner to comply with the terms of the 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 attorneys' fees as may be awarded by the court.

20.4 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, the Articles, By-Laws or any Rule or Regulation adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

21. AMENDMENT OF DECLARATION

This Declaration 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 Directors or by the members of the Association pursuant to the Condominium Act and this Declaration. 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 as elsewhere provided in this Declaration, such approvals must be either by:

- (a) Not less than seventy-five percent (75%) of the votes of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

- (b) Not less than eighty percent (80%) 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 Directors or by members of the Association whenever it appears that there is an omission or error in this Declaration, or any exhibit attached hereto, or amendment hereto, and approved by a majority vote of the entire membership of the Board of Directors and by not less than fifty percent (50%) of the votes of the entire membership of the Association. Any amendment adopted pursuant to the provisions of this paragraph 21.3 shall not materially adversely affect the property rights of Unit Owners. Until the Developer has sold and conveyed all of the Units in the condominium, any amendment adopted pursuant to this paragraph 21.3 must be approved and consented to by the Developer. The amendment shall be effective when passed and approved and a certificate of the amendment is executed and recorded as provided in the Condominium Act.

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 the configuration or size of any Unit, materially alter or modify the appurtenances to the Unit or change the proportion or percentage by which the Unit Owner shares the Common Expenses and owns the Common Surplus unless the Owner of the Unit concerned and all record owners of liens encumbering the Unit shall join in the execution of the amendment and unless all other Unit Owners approve the amendment. No amendment shall make any change in the section entitled "Insurance", nor in the section entitled "Termination", nor in the section entitled "Reconstruction or Repair After Casualty", unless all Unit Owners and the record owners of all mortgages encumbering Units 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; nor shall any amendment of this Declaration make any change which would in any way affect any of the rights or interests of Unit Owners in relation to the addition of phases unless all Unit Owners join in the execution of the amendment; nor shall any amendment of this Declaration make any change which would permit time-share estates to be created in any Unit unless all Unit Owners and the record owners of all liens encumbering Units join in the execution of the amendment. Any amendment which alters any provision relating to the surface water or storm water management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the SJWMD.

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 in the public records of St. Johns County, Florida.

22. DEVELOPER'S UNITS AND PRIVILEGES

22.1 Developer

The Developer, at the time of the recording of this Declaration, is the owner of all of the real property, individual Units and appurtenances comprising this condominium. The 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 sales models, erect signs, staff employees, maintain offices, use the Common Elements and show Units. Any sales office, signs, fixtures or furnishings and other tangible personal property, belonging to the Developer shall not be considered Common Elements and shall remain the property of the Developer.

22.2 Expenses

After the commencement date of payment of monthly Common Expenses, in the event there are unsold Units the Developer retains the right to be the owner of said unsold Units. With respect to those unsold Units, the Developer shall be excused from the payment of the share of the Common Expenses and assessments related to those Units for a period of time (the "Start-Up Period") ending the first day of the thirteenth calendar month following the month in which the closing and sale of the first Unit occurs; provided, however, during that Start-Up Period the Developer shall be required to contribute such sums to the Common Expenses as required to cover any shortfall resulting after application of assessments against other Unit Owners, so as to provide necessary funds for the Association to maintain the Condominium. No funds which are receivable from Unit purchasers or owners and payable to the Association or collected by the Developer on behalf of the Association, other than regular periodic assessments for Common Expenses as provided in this Declaration and disclosed in the estimated operating budget pursuant to the condominium Act, shall be used for payment of Common Expenses during the Start-Up Period (this restriction applies to funds including, but not limited to, capital contributions to Reserve Accounts or start-up funds collected from purchasers of Units at closing). Commencing upon the expiration of the Start-Up Period, the Developer shall contribute to the Common Expenses, as to the unsold Units owned by the Developer, in the same manner as all other Unit Owners. Notwithstanding the foregoing, in the event the Developer is the owner of Units during the Start-Up Period, and if any such Unit is leased and occupied by a third party, then the maintenance of said Unit shall be contributed and borne by the Developer as all other Unit Owners.

22.3 Amendment

Notwithstanding anything herein to the contrary, the provisions of this section shall not be subject to any amendment until the Developer has sold all Units.

23. TERMINATION

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

23.1 Destruction

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

23.2 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. If the proposed termination is submitted to a meeting of the Members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than seventy-five percent (75%) of the Common Elements, and of the record owners of all mortgages upon said Units, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the Units of the other owners within the period ending on the sixtieth (60th) day from the day of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. Such option shall be upon the following terms:

- (a) **Exercise of Option:** The option shall be exercised by delivery or mailing by certified mail, to each of the record owners of the Units to be purchased, of an agreement to purchase, signed by the record owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating owner and shall provide for the purchase of all of the Units owned by owners not approving the termination, and the effect of said agreement shall be to create a separate contract between each seller and his purchaser.
- (b) **Price:** The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their

determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

- (c) Payment: The purchase price shall be paid in cash.
- (d) Closing: The sale shall be closed within thirty (30) days following the determination of the sale price.

23.3 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.

23.4 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 each of the Units prior to the termination.

23.5 Amendments

This section concerning termination cannot be amended without consent of all Unit Owners and all record Owners of mortgages upon condominium parcels.

24. NOTICE TO MORTGAGEES

Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the number of the Unit, any Institutional Mortgagee, insurer or guarantor of a mortgage on a Unit will be entitled to timely written notice of:

- (a) Any proposed amendment of the Declaration effecting a change in (1) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (2) the interest in the Common Elements appertaining to a Unit or the liability for Common Expenses appertaining thereto, (3) the number of votes in the Association appertaining to a Unit, or (4) the purposes to which any Unit or the Common Elements are restricted.

- (b) Any proposed termination of this Condominium.
- (c) Any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit encumbered by the lien of its mortgage.
- (d) Any 60-day delinquency in the payment of Assessments or charges owed by the owner of any Unit on which it holds the mortgage.
- (e) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the owners' association.
- (f) Any proposed action that requires the consent of a specified percentage of Mortgagees.

The foregoing shall be in addition to all other rights of a Mortgagee under this Declaration. The Association shall not be liable for any loss occasioned by a Mortgagee by virtue of any of the matters set forth herein or the payment of or for any Assessment, insurance premium or loss.

25. INFORMATION

The Association shall make available to the Owner of each Unit and to Institutional Mortgagees and to insurers and guarantors of any first mortgage on a Unit and to their authorized representatives, current copies of the Declaration, Articles of Incorporation, By-Laws, other rules and regulations affecting the Condominium Property, and the other official records required to be maintained by the Association pursuant to the Condominium Act. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

26. SEVERABILITY AND INVALIDITY

The invalidity 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, the Articles of Incorporation or the By-Laws, 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, as originally drafted, or as amended, violates the rule against perpetuities or any other rules 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 rules of law, and for such purpose measuring lives shall be those of the incorporators of the Association.

27. 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 condominium in accordance with Chapter 718, Florida Statutes, as amended.

IN WITNESS WHEREOF, the Developer, Anastasia Developers II, LLC., has caused the execution of this Declaration of Condominium this 16 day of June, 2003.

Signed, sealed and delivered in the presence of the following witnesses:

ANASTASIA DEVELOPERS II, LLC.

By:

A.C. Atkins

Its: Managing Member

Mary Lynne DuPont
Name: Mary Lynne DuPont

Roberta J. Halyburton
Name: Roberta J. Halyburton

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing Declaration of Condominium was acknowledged before me this 16th day of June, 2003 by Alva C. Atkins, the Managing Member of Anastasia Developers II, LLC., a Florida Limited Liability Company, and who is personally known to me or who has produced as identification.



Roberta J. Halyburton
MY COMMISSION # DD083994 EXPIRES
January 25, 2006
BONDED THRU TROY FAIR INSURANCE, INC.

NOTARY PUBLIC, State of Florida

Name: *Roberta J. Halyburton*
My Commission Number is:
My Commission Expires:

OR1975P61032

That certain parcel of real property located in St. Johns County, Florida, more particularly described as follows:

PARCEL 1: The South 507 feet of Government Lot One (1) of Section Thirty-Four (34), Township Seven (7) South, Range Thirty (30) East lying and being West of State Road A1A.

PARCEL 2: The East 300 feet of the South 508 feet of Government Lot Two (2) and the East 300 feet of the North 92 feet of Government Lot Five (5) of Section Thirty-Four (34), Township Seven (7) South, Range Thirty (30) East.

PARCEL 3: Lots 149 to 156 inclusive according to plat of Atlantic Beach Subdivision of Anastasia Methodist Assembly Grounds according to Map Book 2, page 50, of the public records of St. Johns County, Florida.

EXCEPTING THEREFROM, the following described parcel of land, to-wit:

BEGINNING at an iron pipe located at the Northeast corner of the South 507 feet of Government Lot 1 of Section 34, Township 7 South, Range 30 East, lying and being West of State Road A1A; said Point of beginning being the Northeast corner of the property of Ettel and said pipe being on the West line of said State Road A1A; thence run South 1 degree 57 minutes West along and with the West line of State Road A1A, a distance of 200 feet to an iron pipe; thence run North 88 degrees 3 minutes West, a distance of 106 feet to an iron pipe; thence run North 25 degrees 41 minutes West, a distance of 217.75 feet to an iron pipe located on the North line of said South 507n feet of Government Lot 1, (being the North boundary line of Ettel land); thence run East and along the North line of said South 507 feet of Government Lot 1 (being the North boundary line of Ettel land) a distance of 207.2 feet to the Point of Beginning.

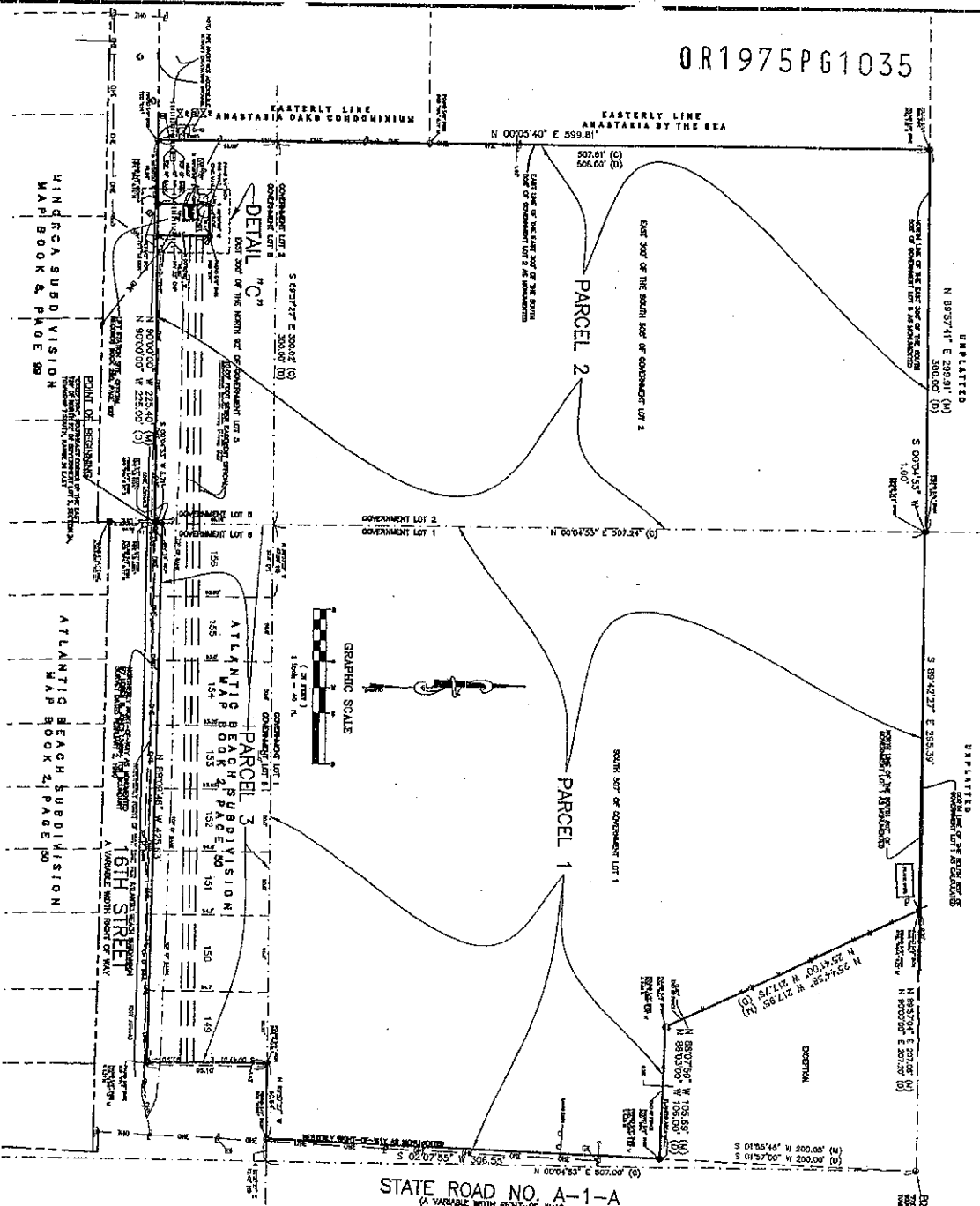
And FURTHER EXCEPTING THEREFROM that certain parcel of land conveyed to the Anastasia Sanitary District for a lift station site by virtue of deed filed August 30, 1974, and recorded in Official Records Book 260, page 927, of the public records of St. Johns County, Florida.

EXHIBIT A

OR1975P61034

0R1975PG1035

THIS MAP IS SCALED TO A 24 X 36 SHEET, OTHERWISE IT IS NOT TO SCALE.



STATE ROAD NO. A-1-A
(A VARIABLE WIDTH ROAD)

MAP SHOWING BOUNDARY SURVEY OF:

A PORTION OF GOVERNMENT LOTS 1, 2, 5 AND 6, SECTION 34, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. AUGUSTINE BEACH, ST. JOHNS COUNTY, FLORIDA.

LEGAL DESCRIPTION:

PARCEL 1: THE SOUTH 507 FEET OF GOVERNMENT LOT ONE (1) OF SECTION THIRTY-FOUR (34), TOWNSHIP SEVEN (7) SOUTH, RANGE THIRTY (30) EAST, LYING WEST OF STATE ROAD A1A. PARCEL 2: THE EAST 300 FEET OF THE SOUTH 508 FEET OF GOVERNMENT LOT TWO (2) AND THE EAST 300 FEET OF THE NORTH 92 FEET OF GOVERNMENT LOT FIVE (5) OF SECTION THIRTY-FOUR (34), TOWNSHIP SEVEN (7) SOUTH, RANGE THIRTY (30) EAST. PARCEL 3: LOTS 149 TO 156 INCLUSIVE ACCORDING TO PLAT OF ATLANTIC BEACH SUBDIVISION OF ANASTASIA METHODIST ASSEMBLY GROUNDS ACCORDING TO MAP BOOK 2, PAGE 50, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

EXCEPTING THEREFROM: THE FOLLOWING DESCRIBED PARCEL OF LAND, TO-WIT: BEGINNING AT AN IRON PIPE LOCATED AT THE NORTHEAST CORNER OF THE SOUTH 507 FEET OF GOVERNMENT LOT 1 OF SECTION 34, TOWNSHIP 7 SOUTH, RANGE 30 EAST, LYING AND BEING WEST OF STATE ROAD A1A; SAID POINT OF BEGINNING BEING THE NORTHEAST CORNER OF THE PROPERTY OF ETEL AND SAID PIPE BEING ON THE WEST LINE OF SAID STATE ROAD A1A; THENCE RUN SOUTH 1 DEGREE 57 MINUTES WEST ALONG AND WITH THE WEST LINE OF STATE ROAD A1A, A DISTANCE OF 200 FEET TO AN IRON PIPE; THENCE RUN NORTH 88 DEGREES 3 MINUTES WEST A DISTANCE OF 106 FEET TO AN IRON PIPE; THENCE RUN NORTH 25 DEGREES 41 MINUTES WEST, A DISTANCE OF 217.75 FEET TO AN IRON PIPE LOCATED ON THE NORTH LINE OF SAID SOUTH 507 FEET OF GOVERNMENT LOT 1, (BEING THE NORTH BOUNDARY LINE OF ETEL LAND); THENCE RUN EAST AND ALONG THE NORTH LINE OF SAID SOUTH 507 FEET OF GOVERNMENT LOT 1 (BEING THE NORTH BOUNDARY LINE OF ETEL LAND) A DISTANCE OF 207.20 FEET TO THE POINT OF BEGINNING. AND FURTHER EXCEPTING THEREFROM: THAT CERTAIN PARCEL OF LAND CONVEYED TO THE ANASTASIA SANITARY DISTRICT FOR A LIFT STATION SITE BY VIRTUE OF DEED FILED AUGUST 30, 1974, AND RECORDED IN OFFICIAL RECORDS BOOK 260, PAGE 927, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SAID LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 691, PAGE 1034, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

FOR FURTHER INFORMATION SEE
BOUNDARY SURVEY DATED AUGUST 2, 2001 BY
PRIVETT-NILES & ASSOC., DWG #661-001

PRIVETT-NILES and ASSOCIATES, INC.

SURVEYING AND MAPPING CONSULTANTS
LICENSED BUSINESS NO. 6624
3000 N. PONCE DE LEON BOULEVARD, SUITE "D"
ST. AUGUSTINE, FLORIDA 32086
(904) 828-2501 FAX: (904) 828-5070

Ex. B

OR1975P61036

0R1975P61038

BR1975P61039

101-A

THE DOMINICA

102-A

THE ANTIGUA

103-A

THE CAYMAN

104-A

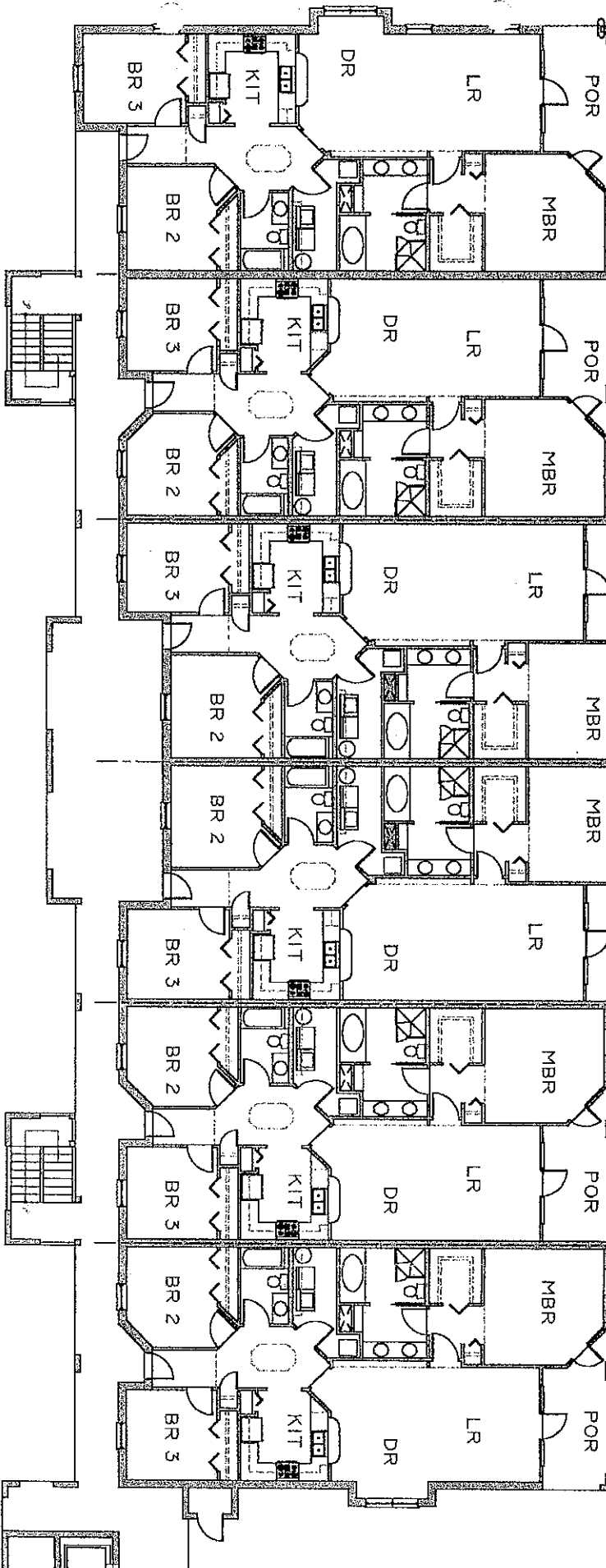
THE CAYMAN

105-A

THE ANTIGUA

106-A

THE BIMINI



BUILDING 'A'
FIRST FLOOR

081975P61040

201-A
THE DOMINICA

202-A
THE ANTIGUA

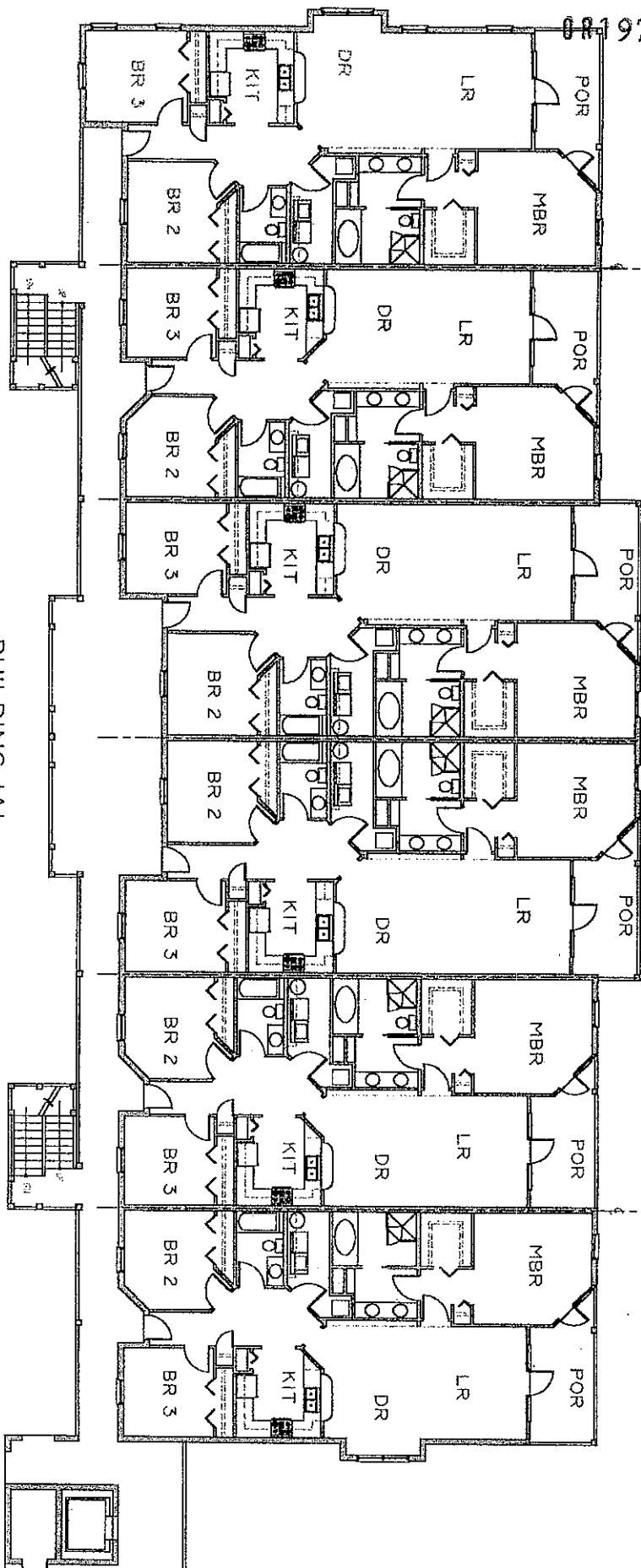
203-A
THE CAYMAN

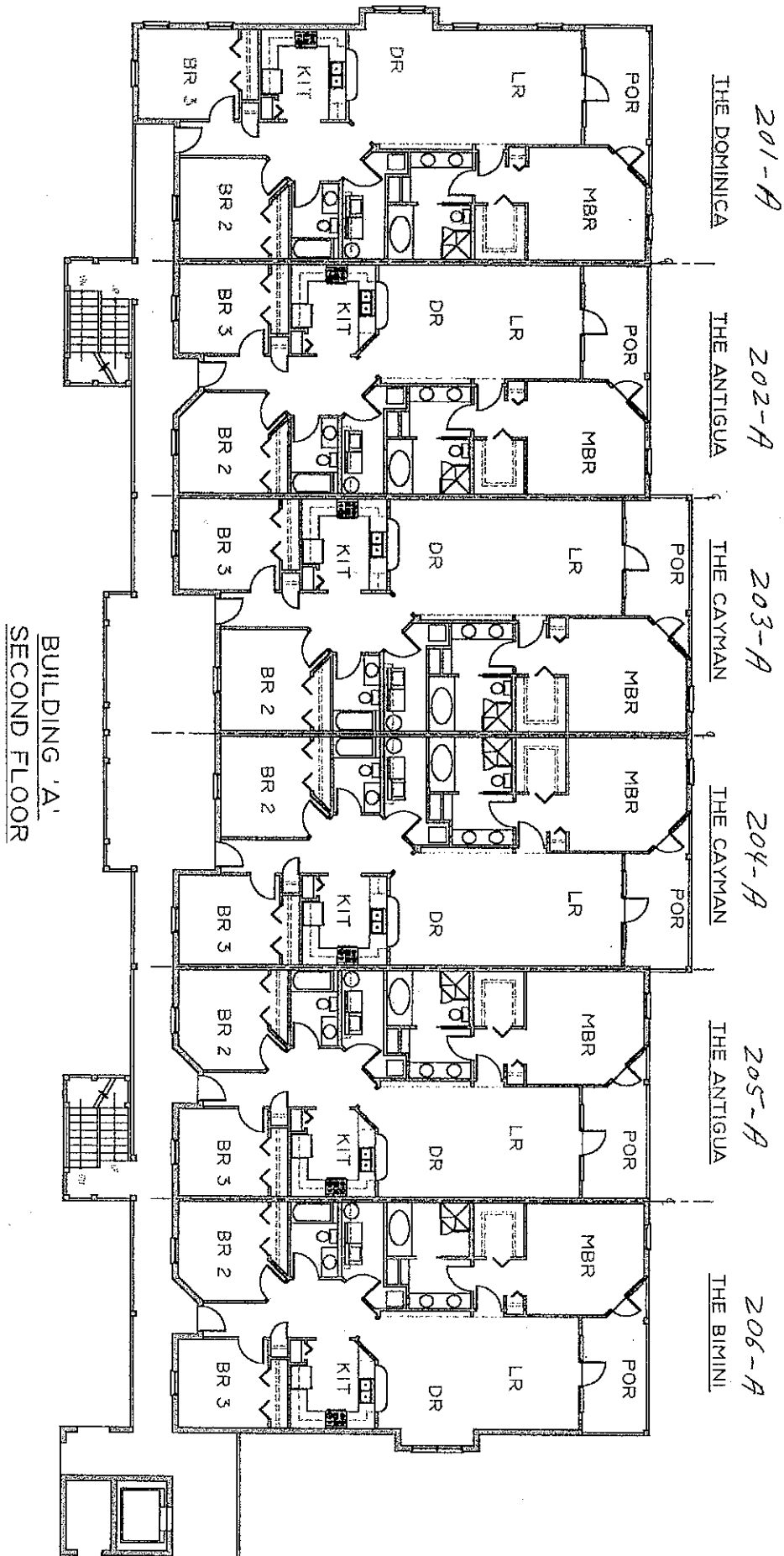
204-A
THE CAYMAN

205-A
THE ANTIGUA

206-A
THE BIMINI

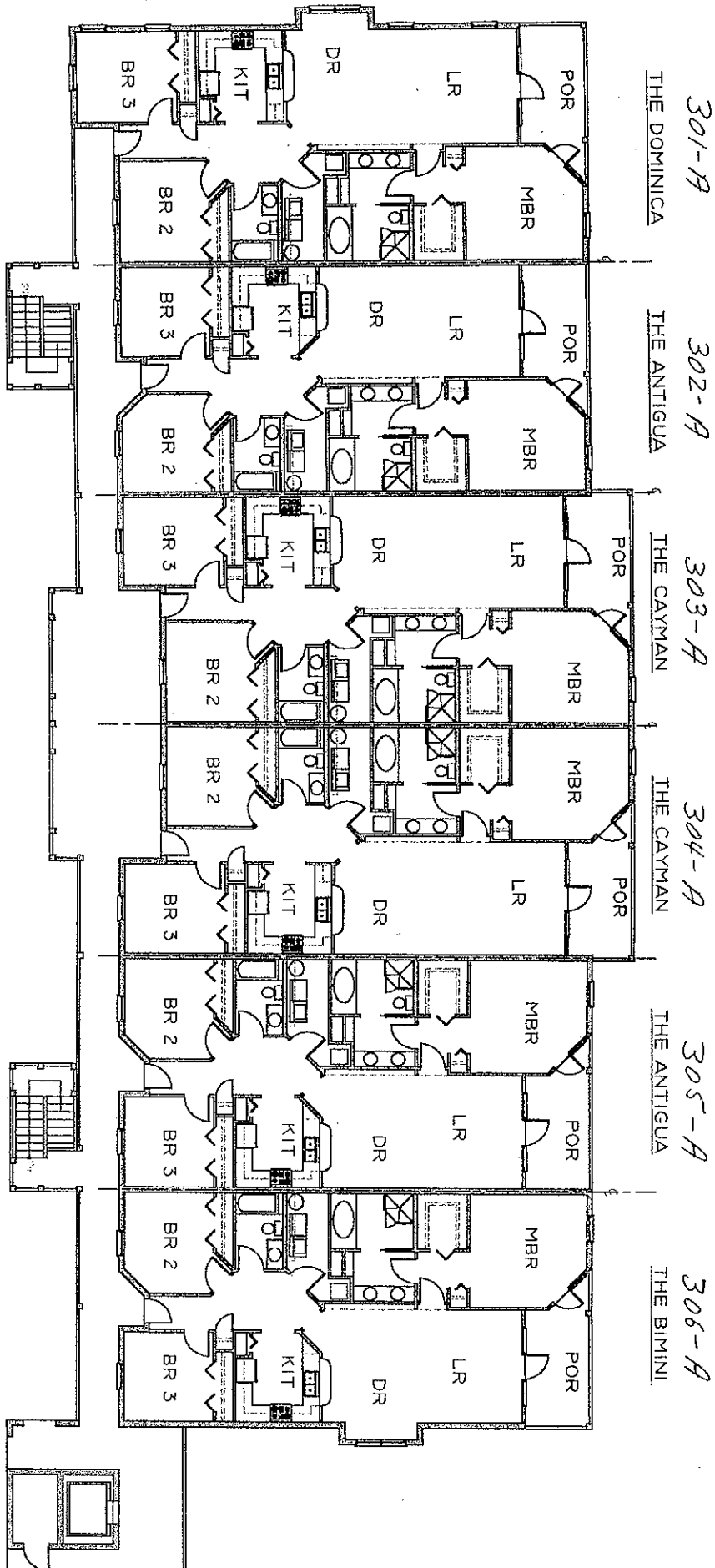
BUILDING 'A'
SECOND FLOOR

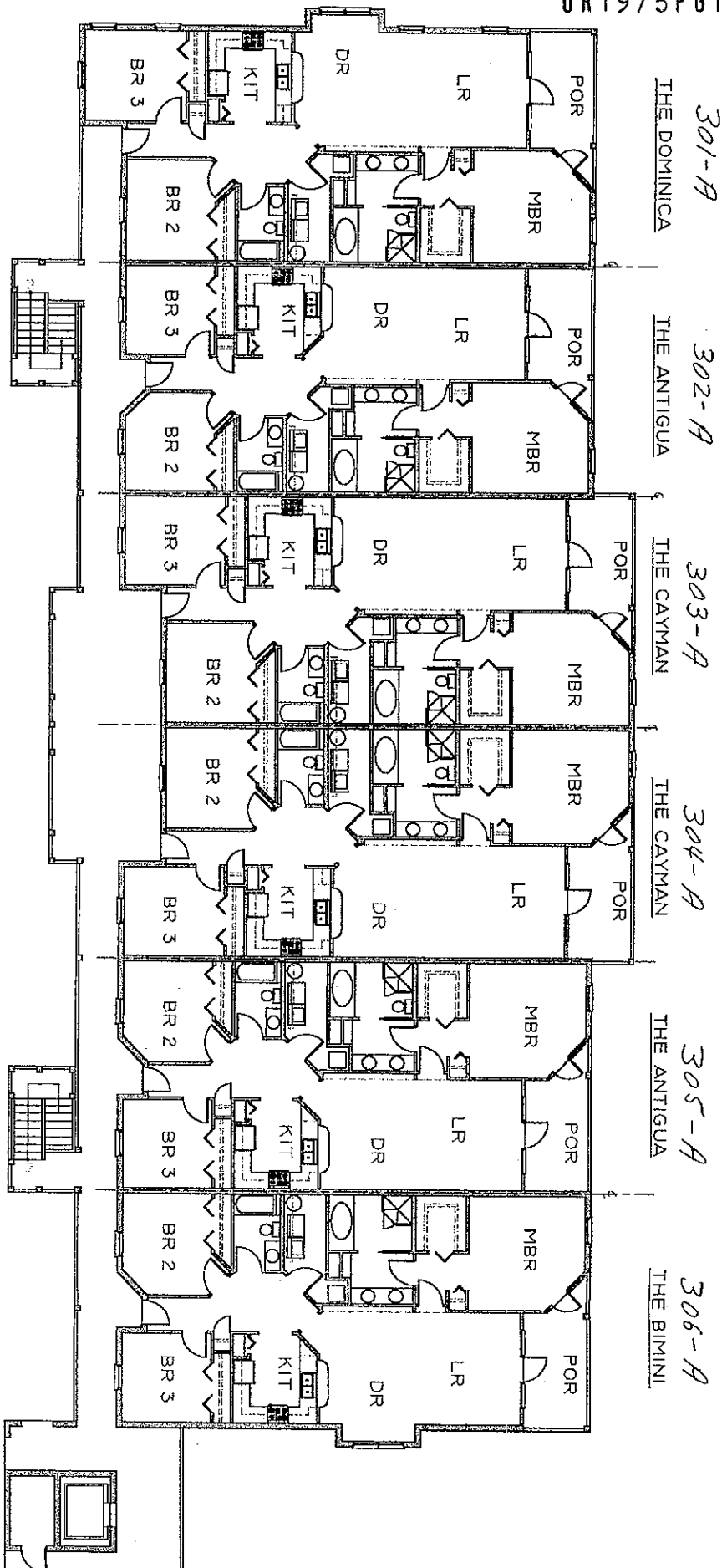




BUILDING 'A'
SECOND FLOOR

BUILDING 'A'
THIRD FLOOR





BUILDING 'A'
THIRD FLOOR

0R1975P61044

THE BIMINI

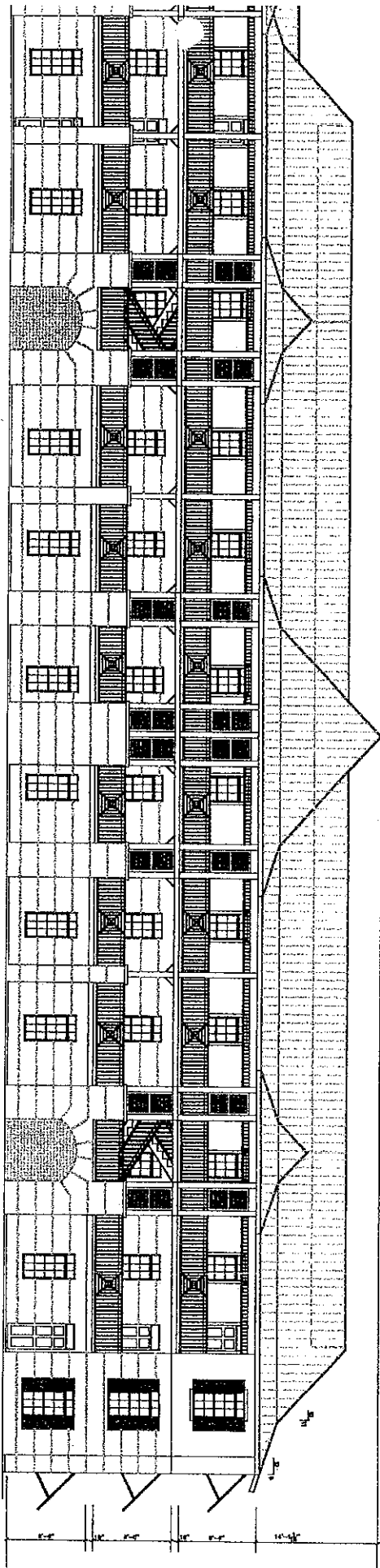
THE ANTIGUA

THE CAYMAN

THE CAYMAN

THE ANTIGUA

THE DOMINICA



FRONT ELEVATION

BUILDING 'B'

Ex. "D-2" [Comp.]

0R1975P61045

THE DOMINICA

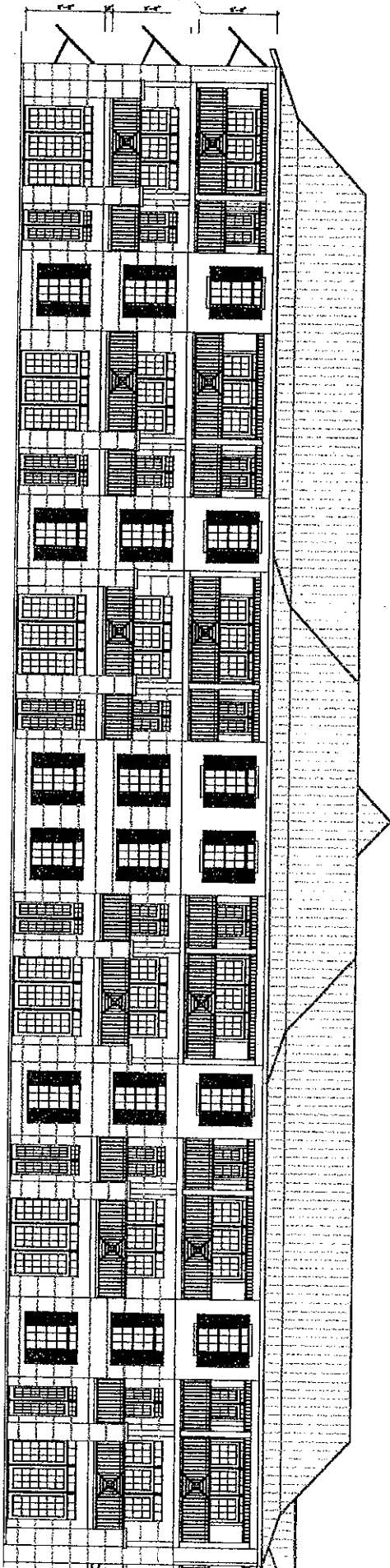
THE ANTIGUA

THE CAYMAN

THE CAYMAN

THE ANTIGUA

THE BIMINI



REAR ELEVATION

BUILDING 'B'

0R1975P61046

101-B

THE BIMINI

102-B

THE ANTIGUA

103-B

THE CAYMAN

104-B

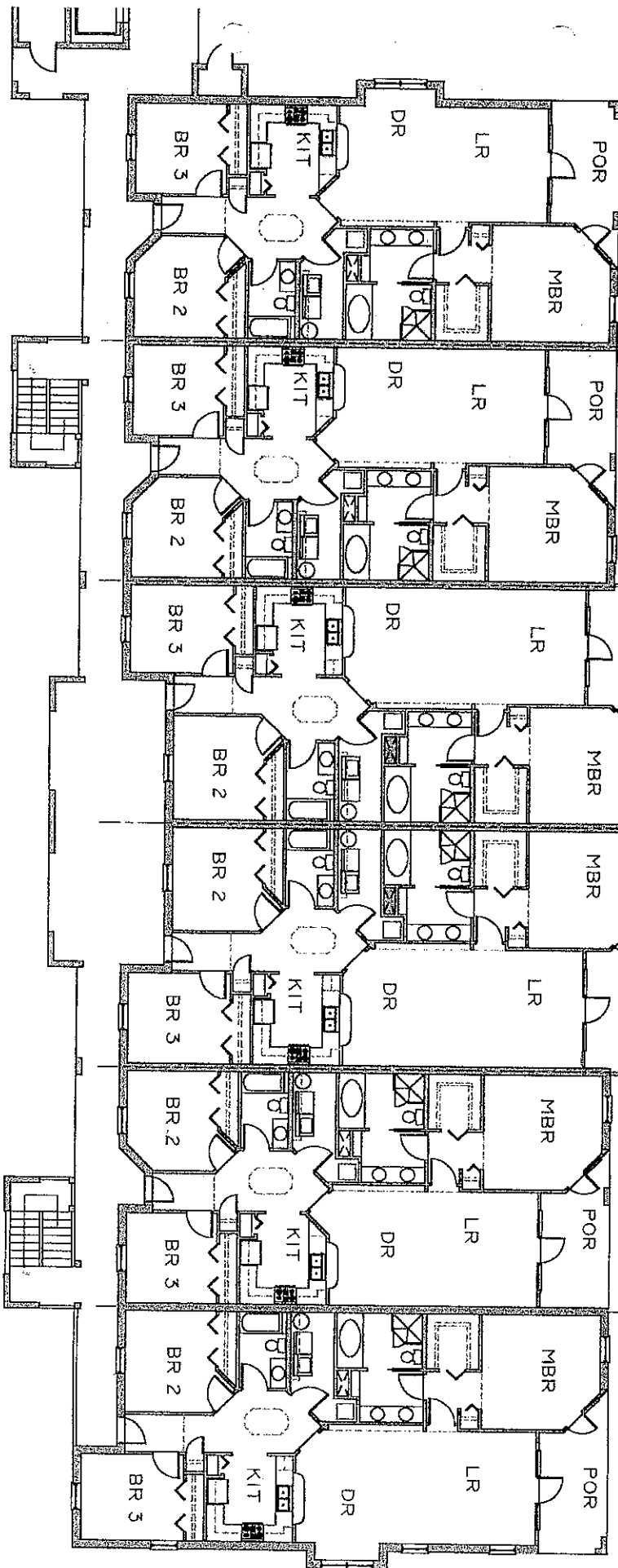
THE CAYMAN

105-B

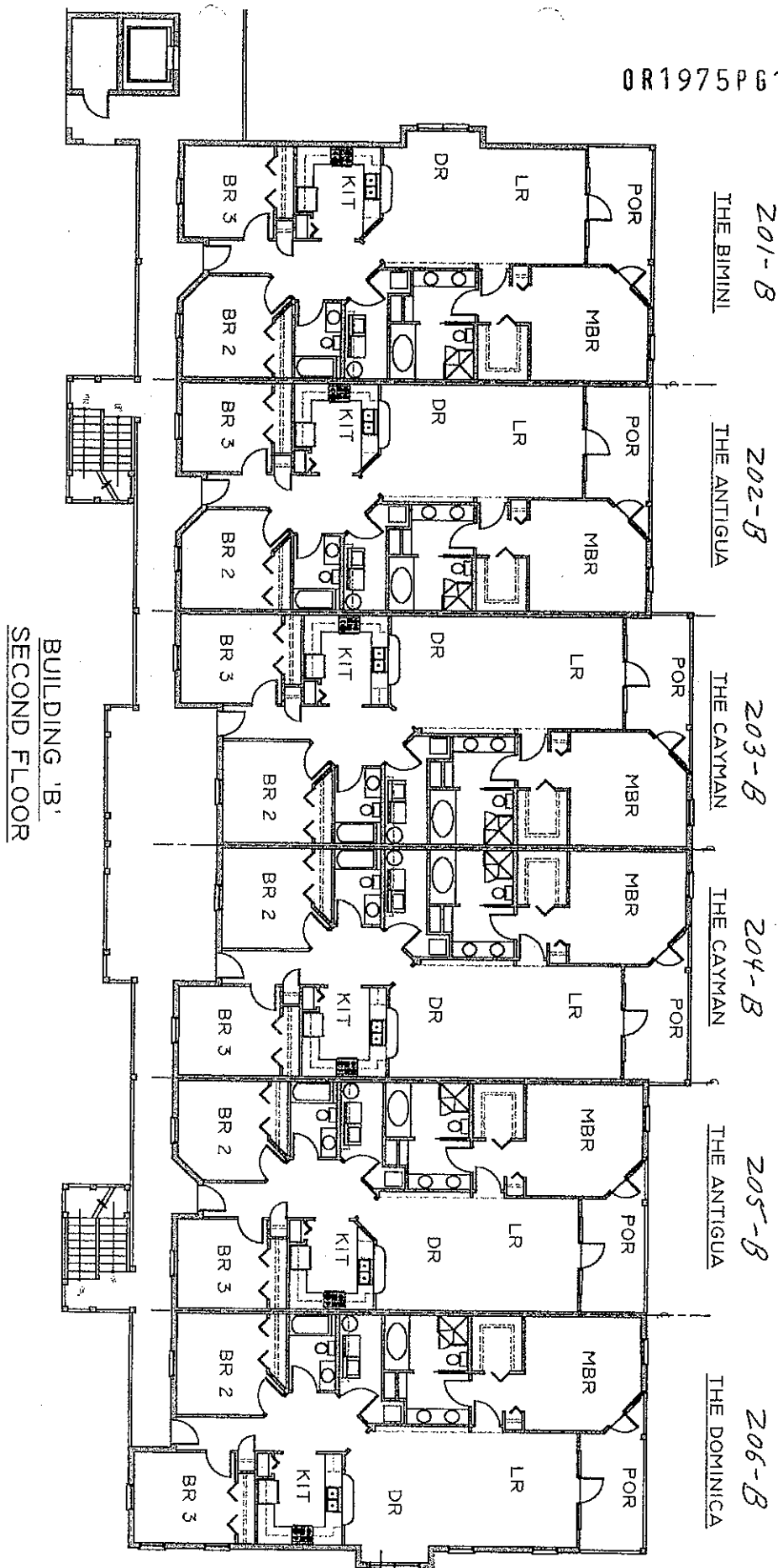
THE ANTIGUA

106-B

THE DOMINICA



BUILDING 'B'
FIRST FLOOR



OR1975PG1048

301-B
THE BIMINI

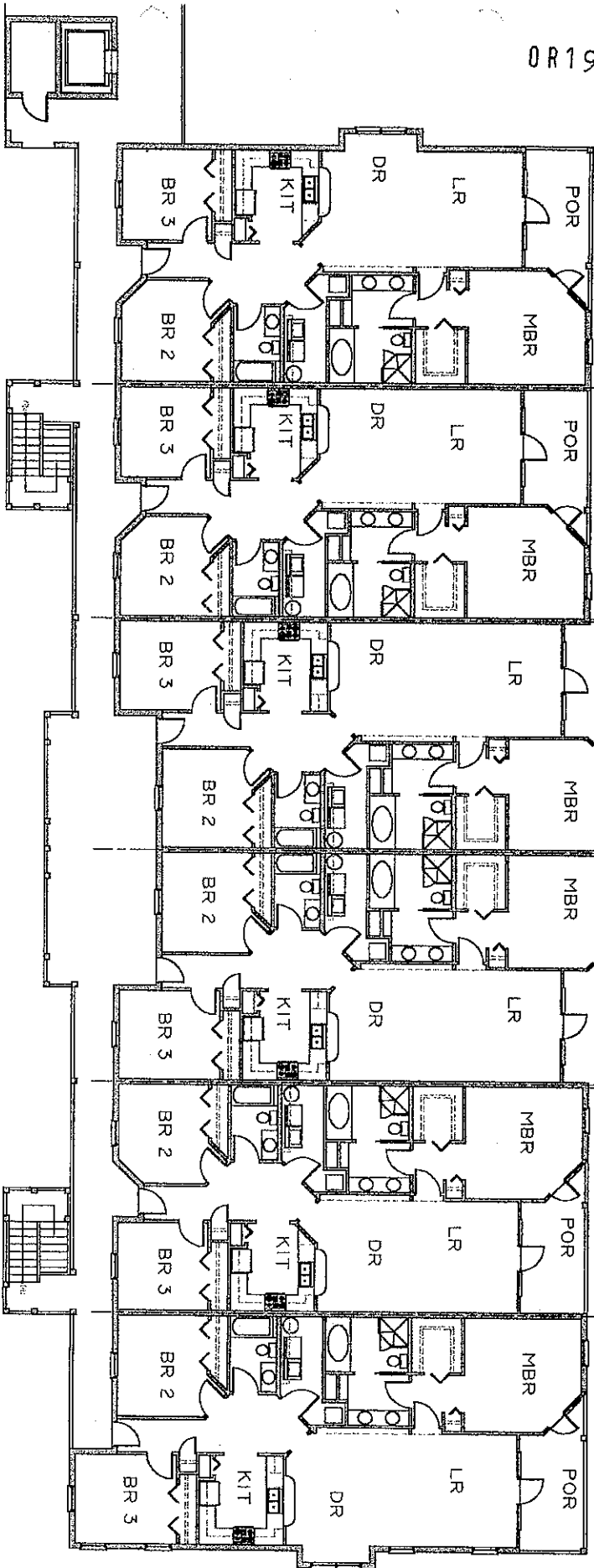
302-B
THE ANTIGUA

303-B
THE CAYMAN

304-B
THE CAYMAN

305-B
THE ANTIGUA

306-B
THE DOMINICA



BUILDING 'B'
THIRD FLOOR

OR1975P61049

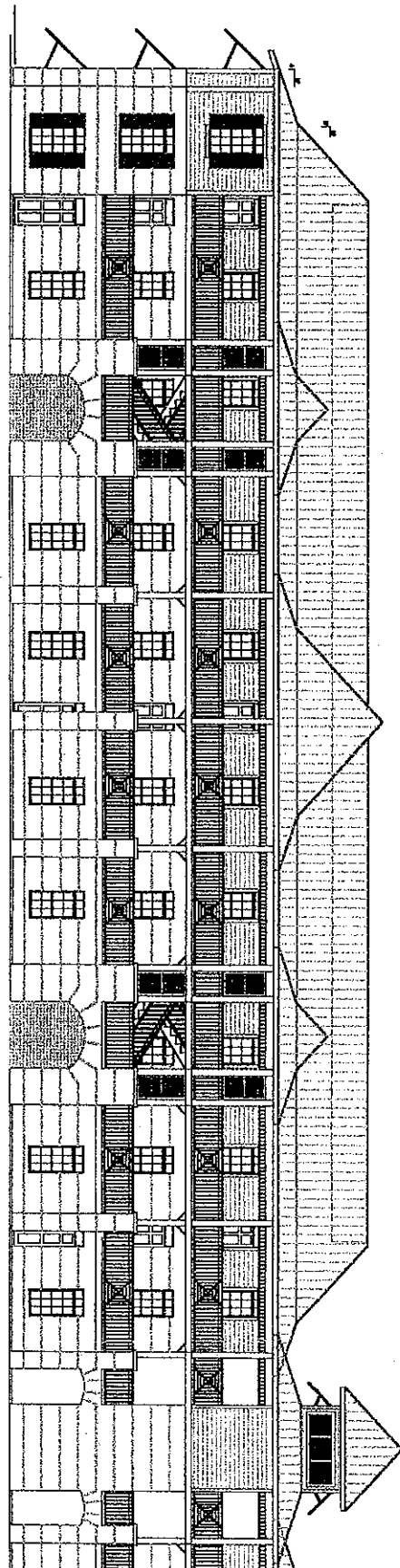
THE DOMINICA

THE ANTIGUA

THE CAYMAN

THE ANTIGUA

THE BIMINI



FRONT ELEVATION

BUILDING 'C'

Ex. "D-3" [comp.]

0R1975PG1050

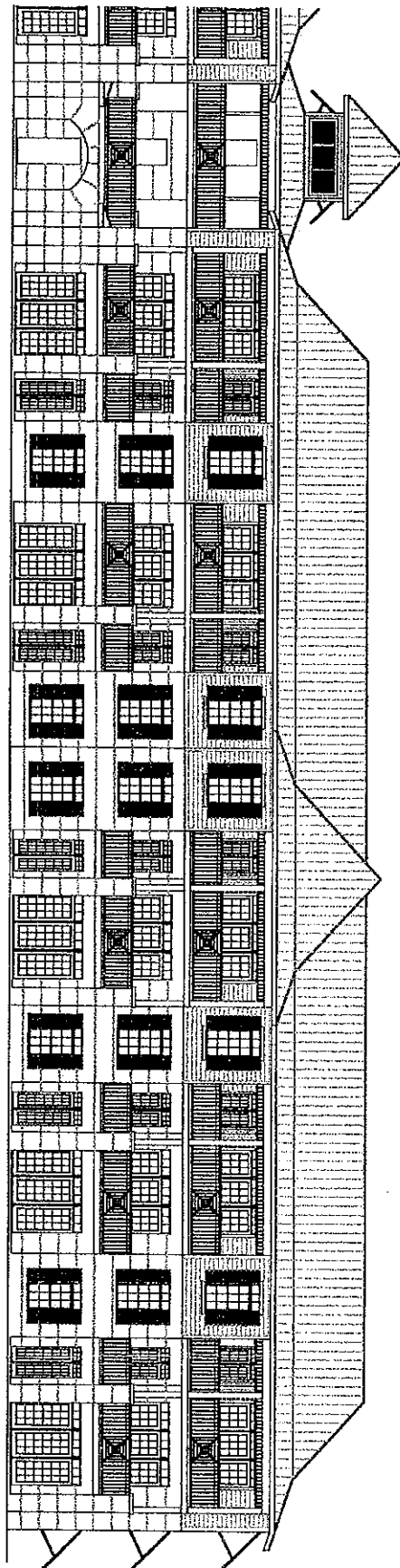
THE BIMINI

THE ANTIGUA

THE CAYMAN

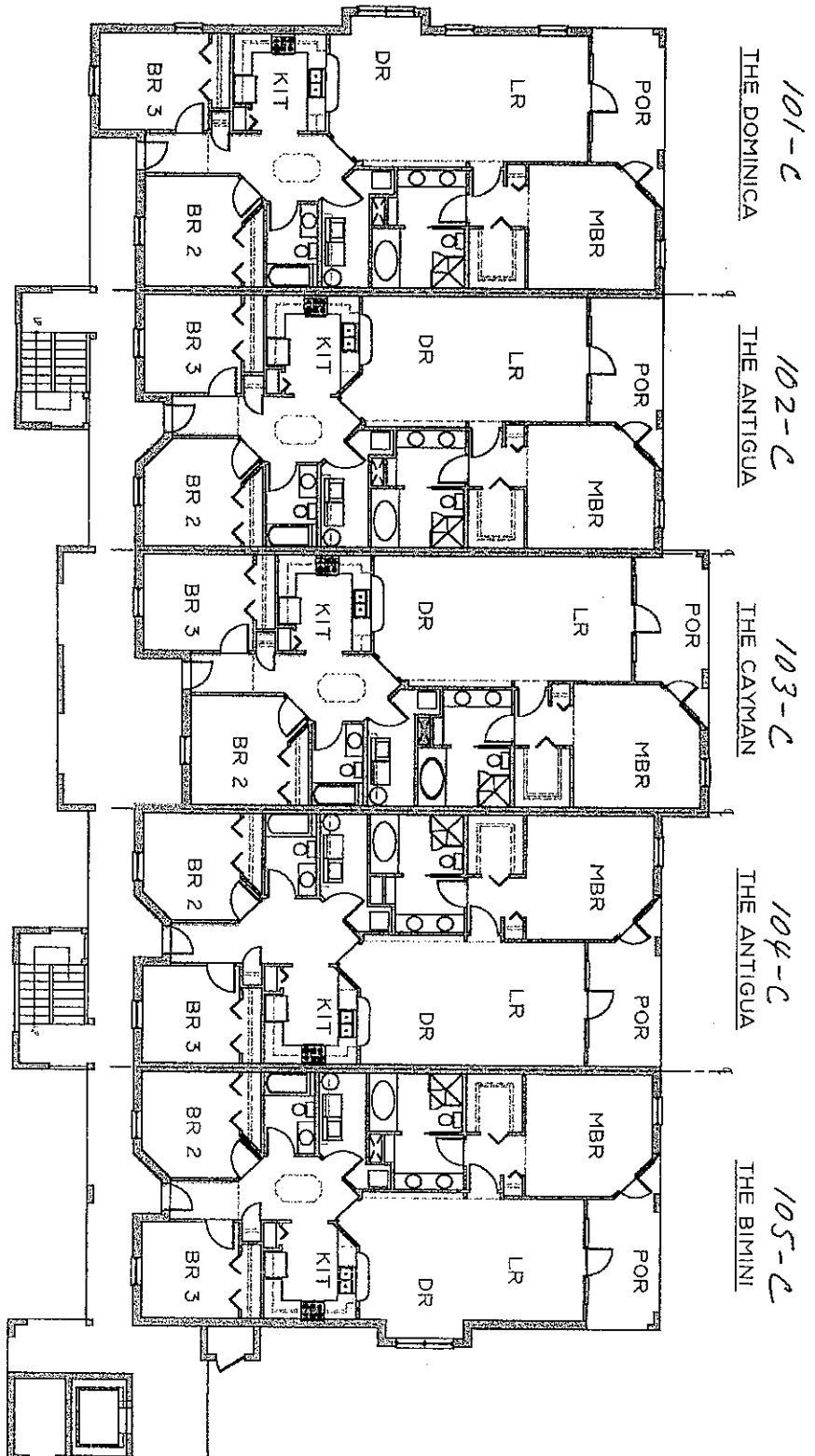
THE ANTIGUA

THE DOMINICA

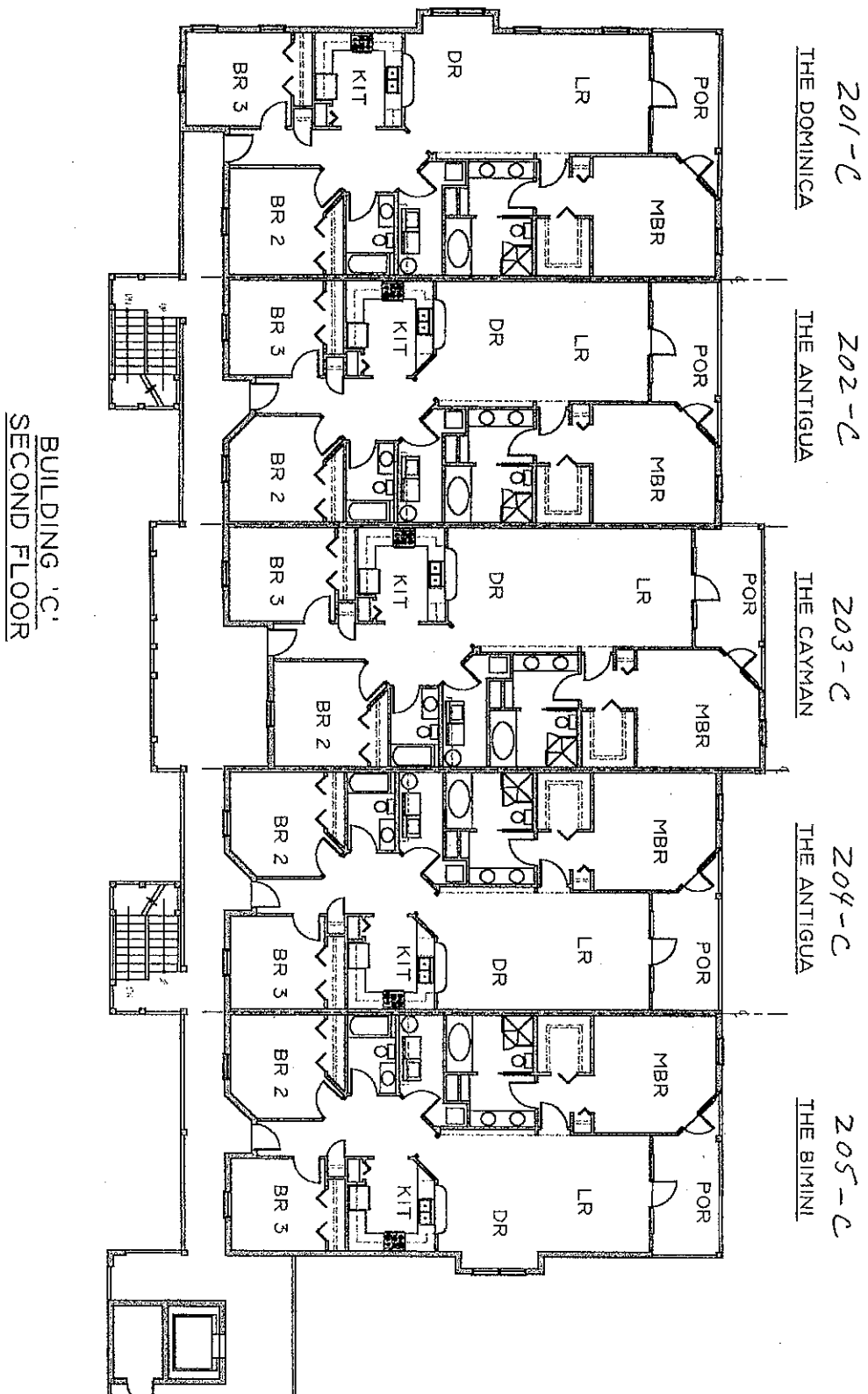


REAR ELEVATION

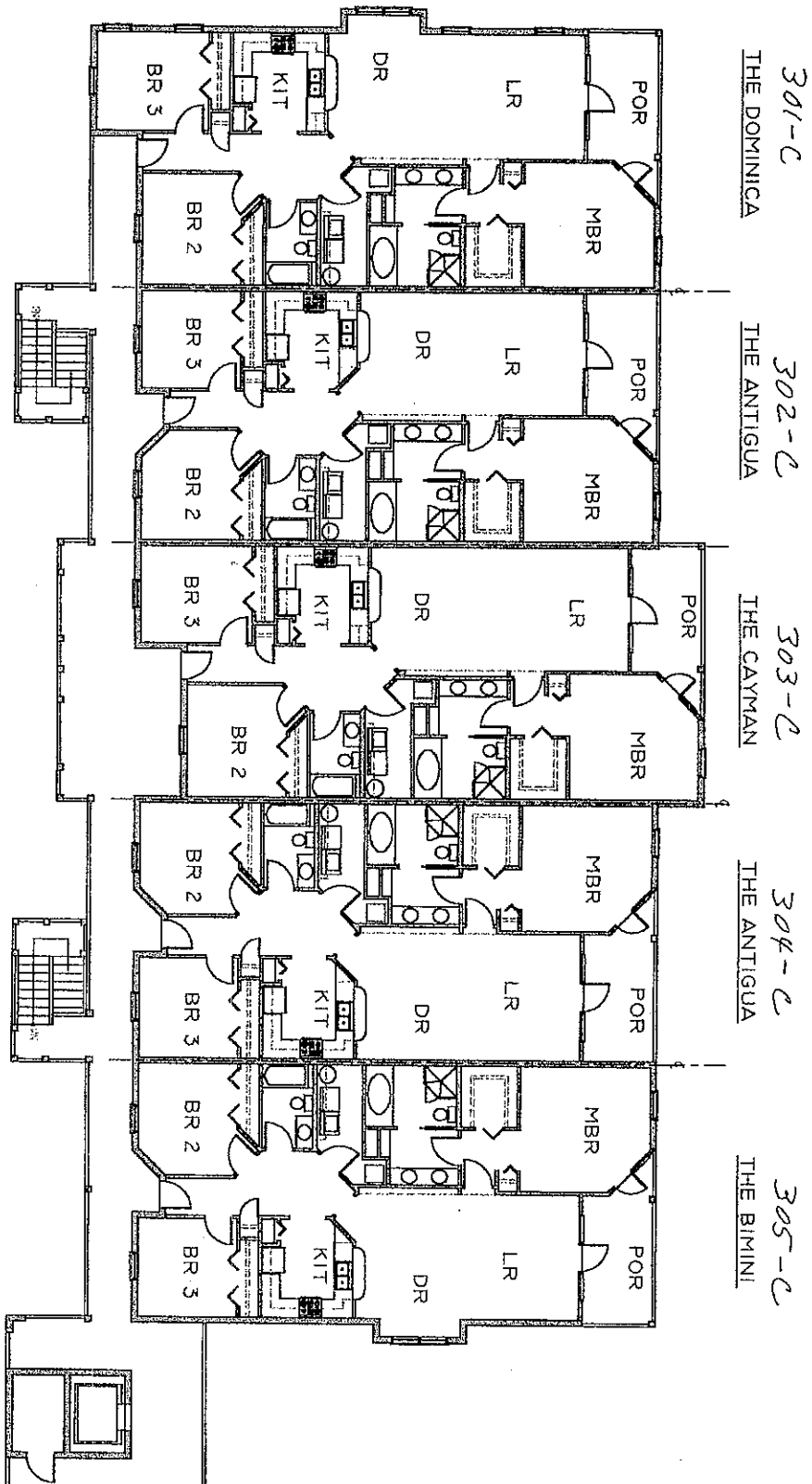
BUILDING 'C'



BUILDING 'C'
FIRST FLOOR



BUILDING 'C'
SECOND FLOOR



OR1975P61054

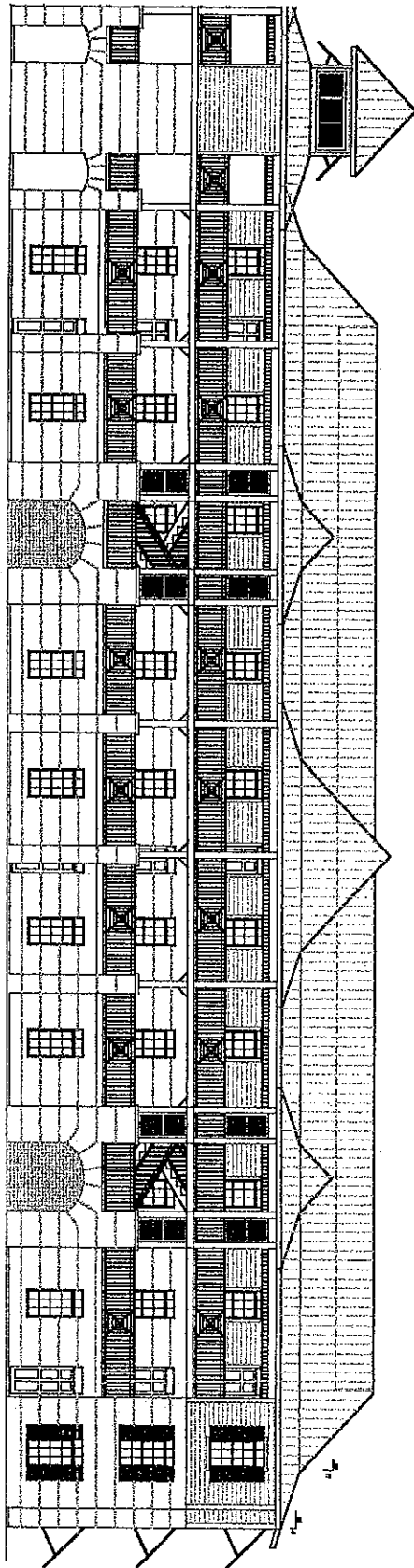
THE BIMINI

THE ANTIGUA

THE CAYMAN

THE ANTIGUA

THE DOMINICA



FRONT ELEVATION

BUILDING 'D'

Ex. "D-4" [comp.]

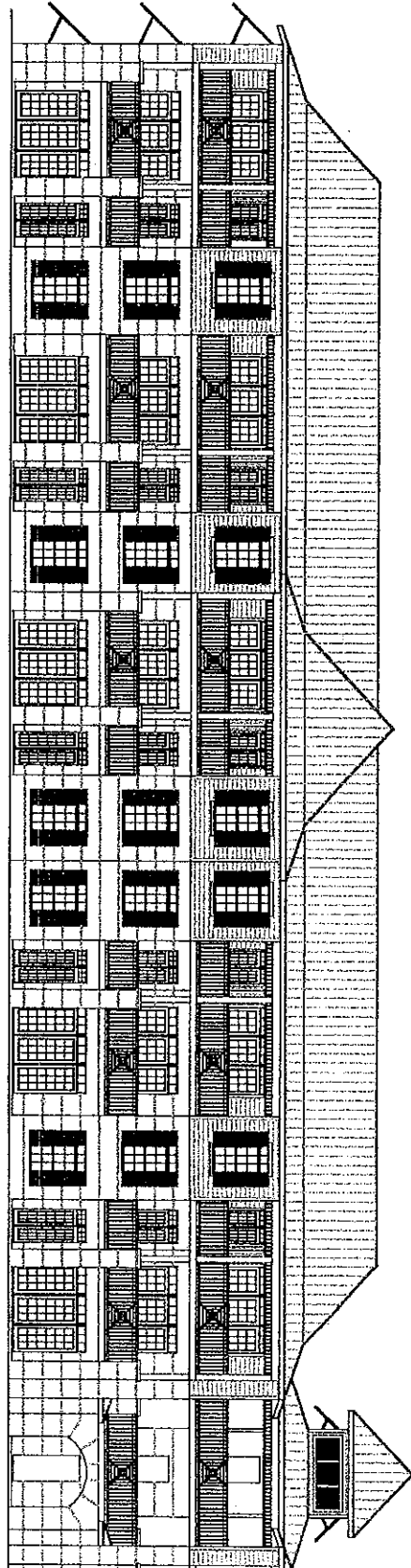
THE DOMINICA

THE ANTIGUA

THE CAYMAN

THE ANTIGUA

THE BIMINI



REAR ELEVATION

BUILDING 'D'

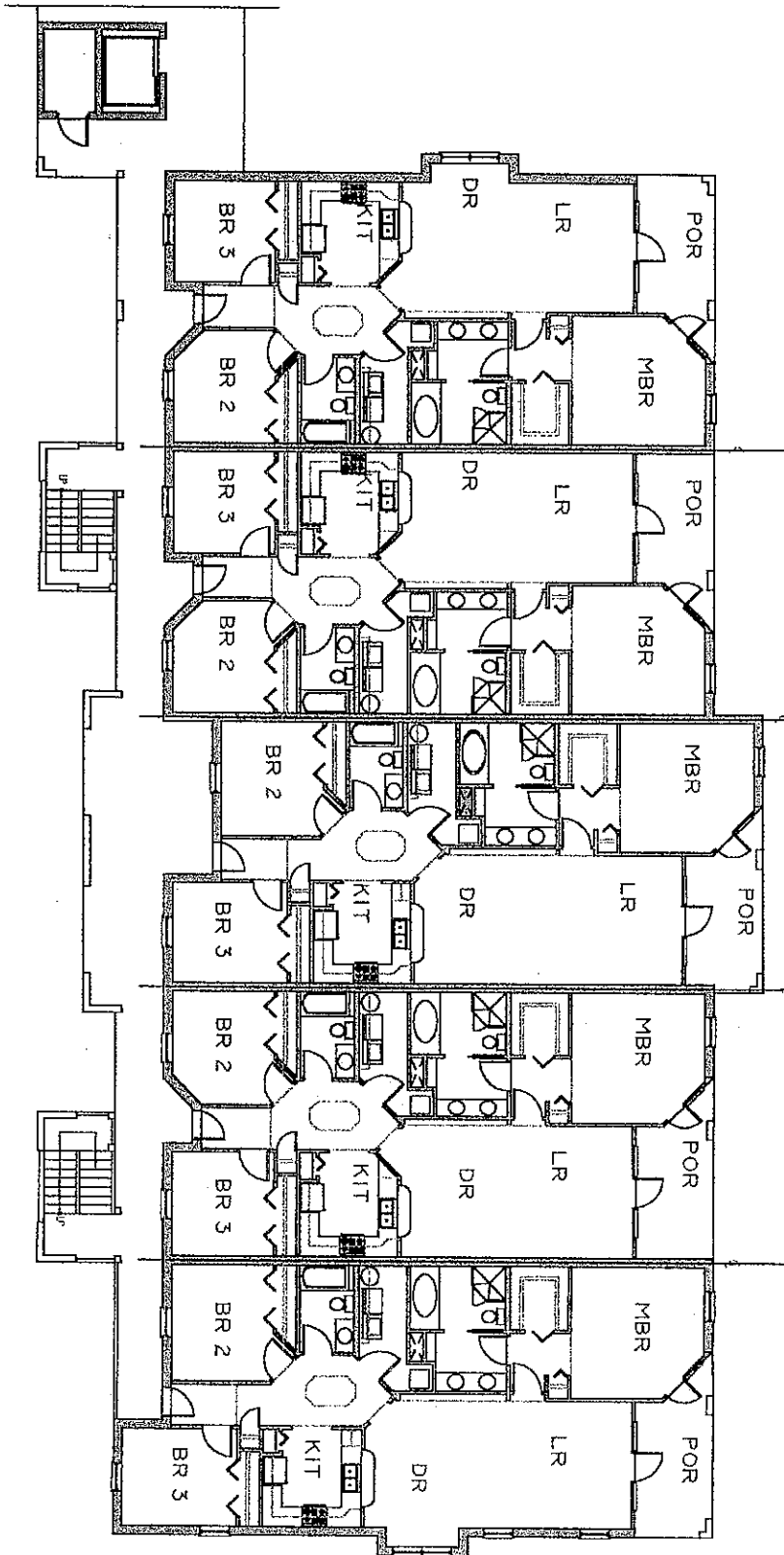
101-D
THE BIMINI

102-D
THE ANTIGUA

103-D
THE CAYMAN

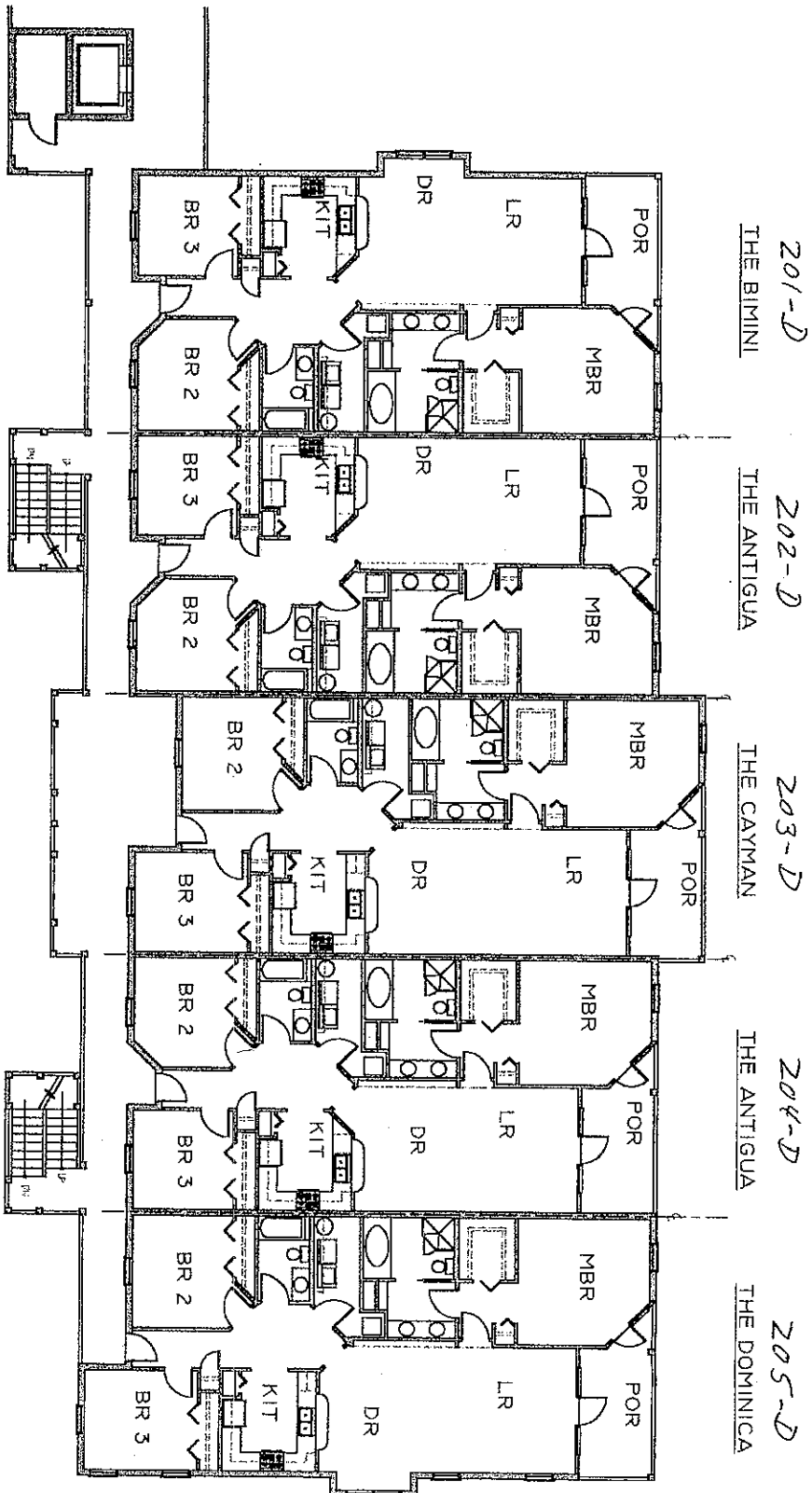
104-D
THE ANTIGUA

105-D
THE DOMINICA



BUILDING 'D'
FIRST FLOOR

DR1975P61057



BUILDING 'D'
SECOND FLOOR

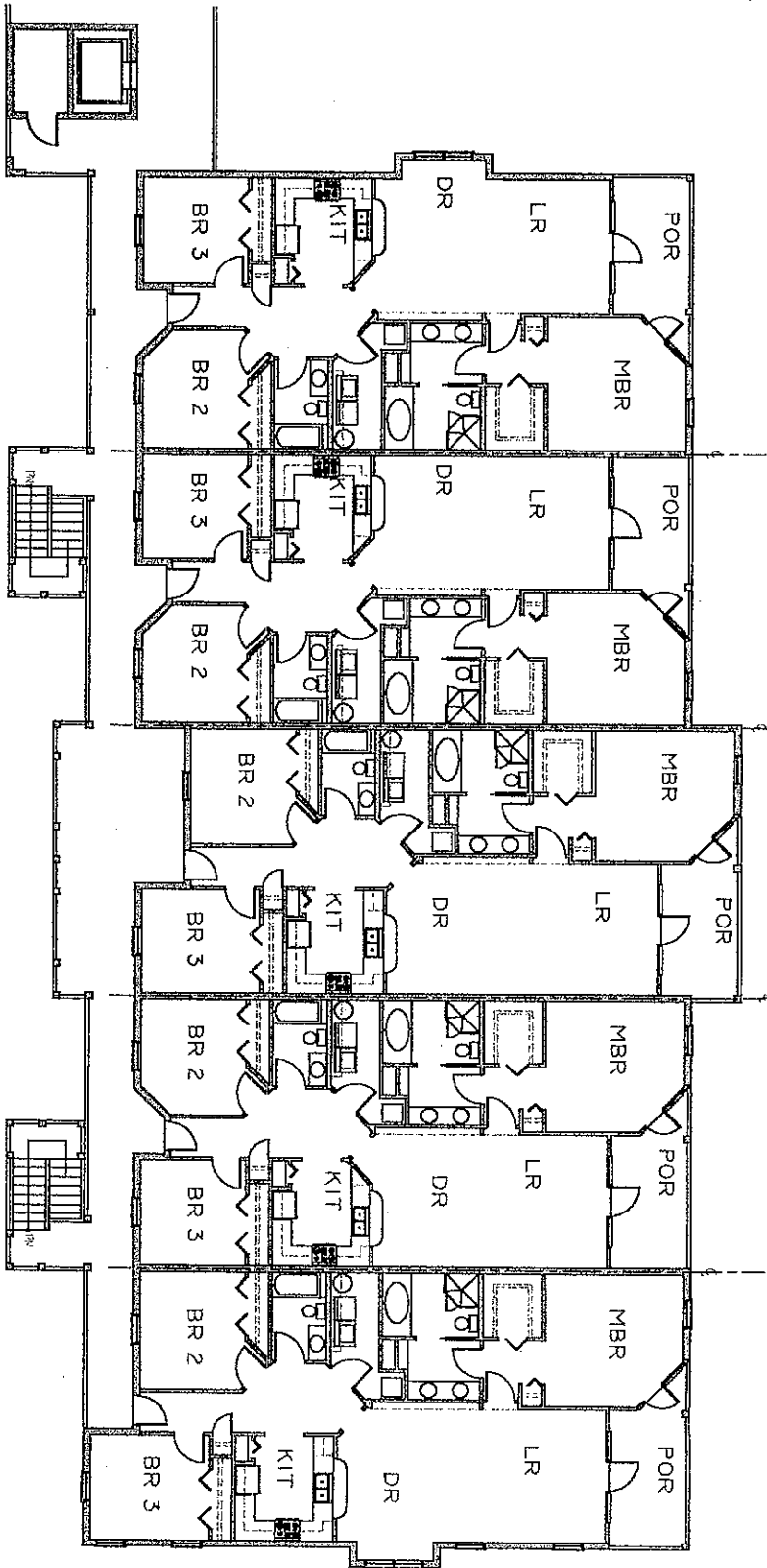
301-D
THE BIMINI

302-D
THE ANTIGUA

303-D
THE CAYMAN

304-D
THE ANTIGUA

305-D
THE DOMINICA



BUILDING 'D'
THIRD FLOOR

OR1975PG1059

THE CAYMAN

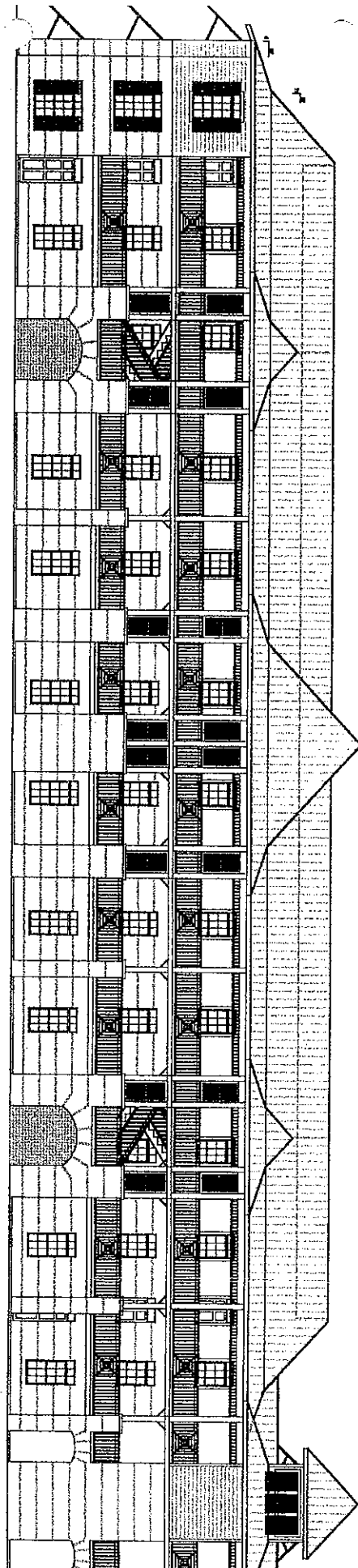
THE ANTIGUA

THE DOMINICA

THE DOMINICA

THE ANTIGUA

THE BIMINI



FRONT ELEVATION
BUILDING 'E'

Ex. "D-5" [comp.]

0R1975P61060

THE BIMINI

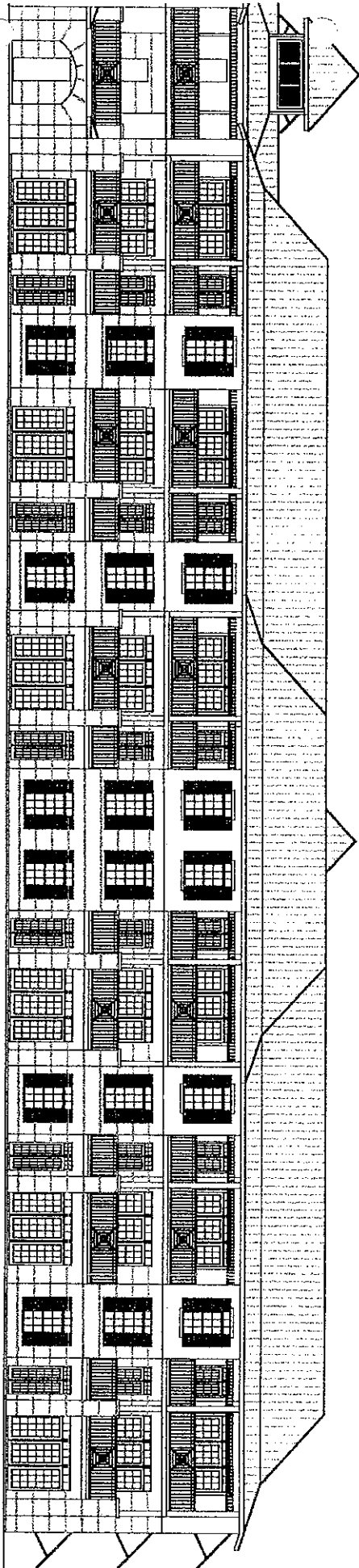
THE ANTIGUA

THE DOMINICA

THE DOMINICA

THE ANTIGUA

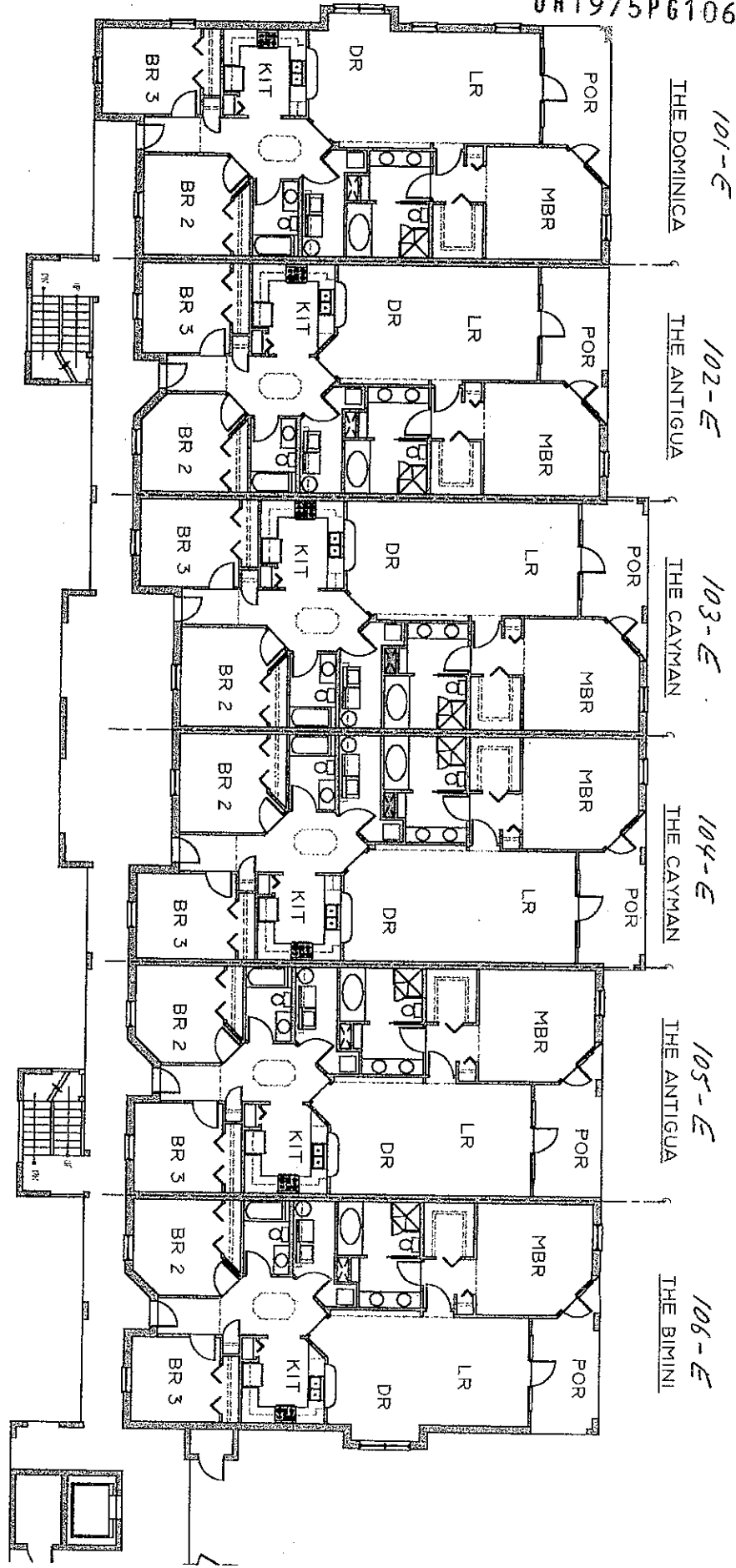
THE CAYMAN



REAR ELEVATION
BUILDING 'E'

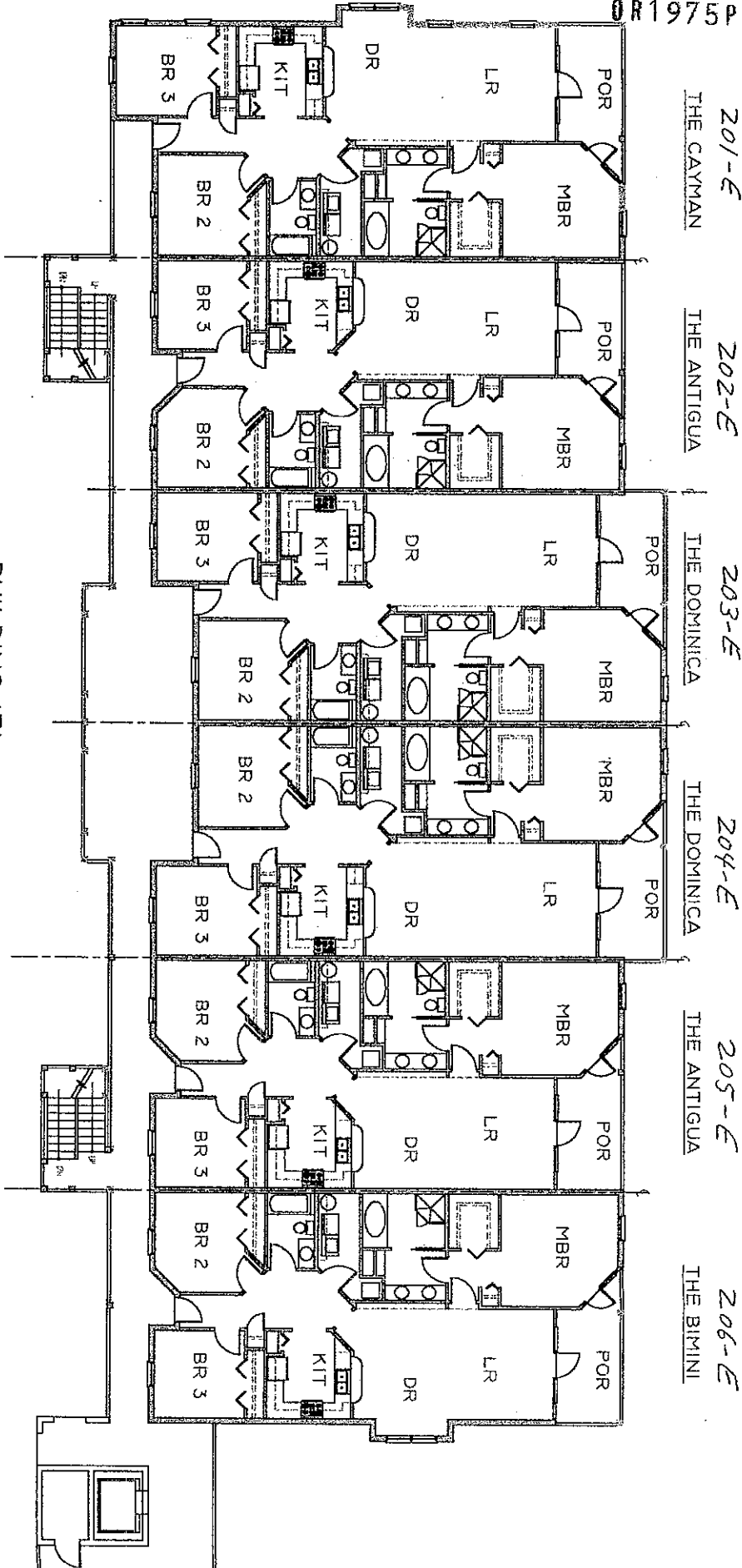
0R1975P61061

BUILDING 'E'
FIRST FLOOR



0R1975P61062

BUILDING 'E'
SECOND FLOOR



DR1975P61063

301-E
THE CAYMAN

302-E
THE ANTIGUA

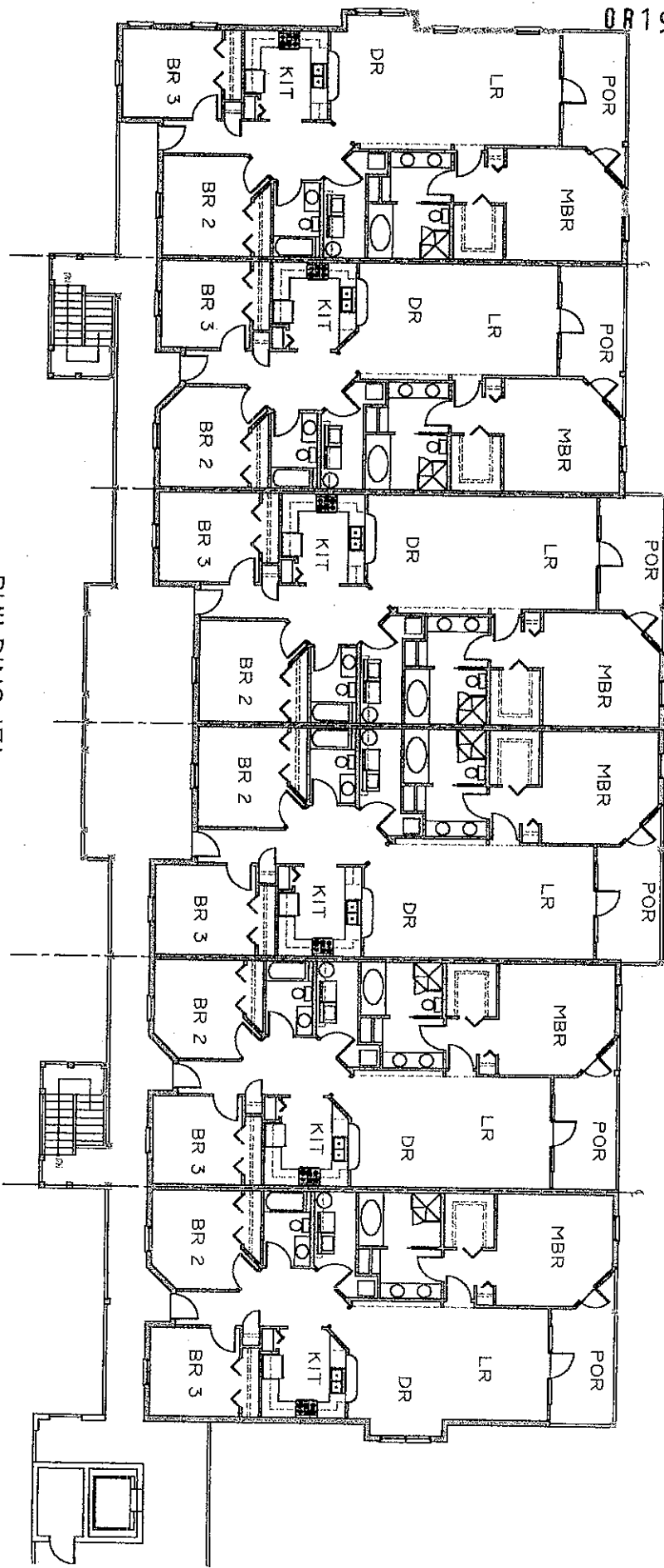
303-E
THE DOMINICA

304-E
THE DOMINICA

305-E
THE ANTIGUA

306-E
THE BIMINI

BUILDING 'E'
THIRD FLOOR



DR1975PG1064

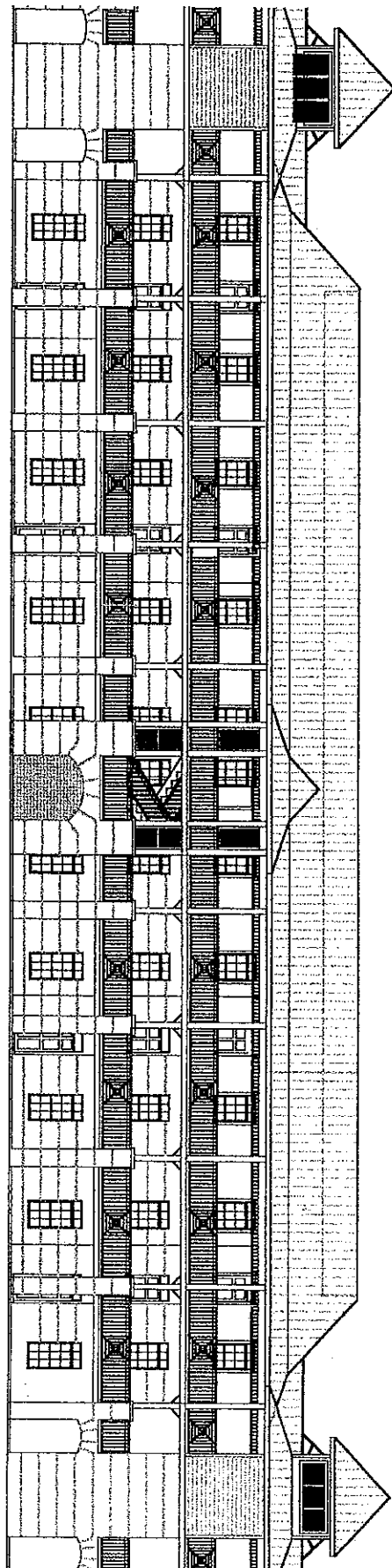
THE BIMINI

THE ANTIGUA

THE DOMINICA

THE ANTIGUA

THE BIMINI



FRONT ELEVATION

BUILDING 'F'

Ex. "D-6" [comp.]

0R1975P61065

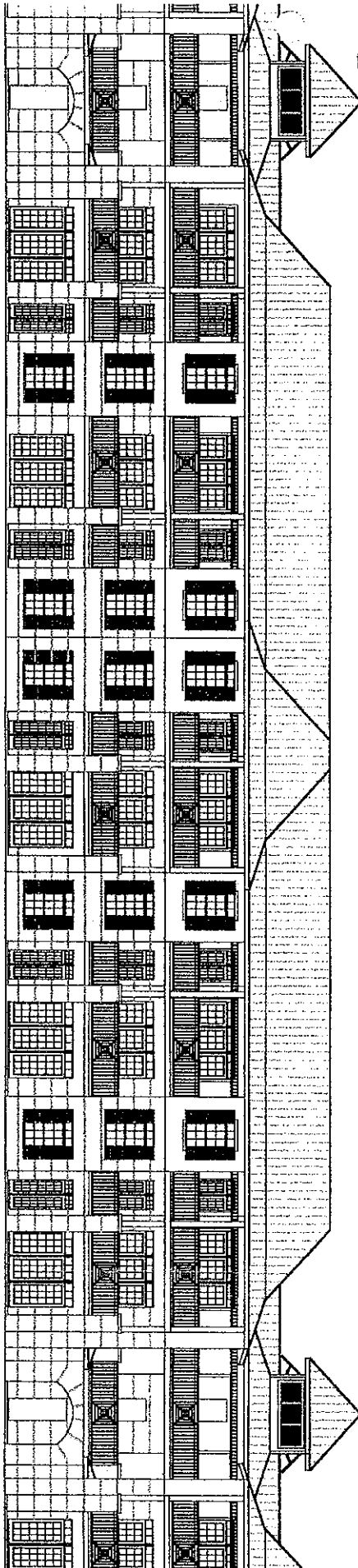
THE BIMINI

THE ANTIGUA

THE DOMINICA

THE ANTIGUA

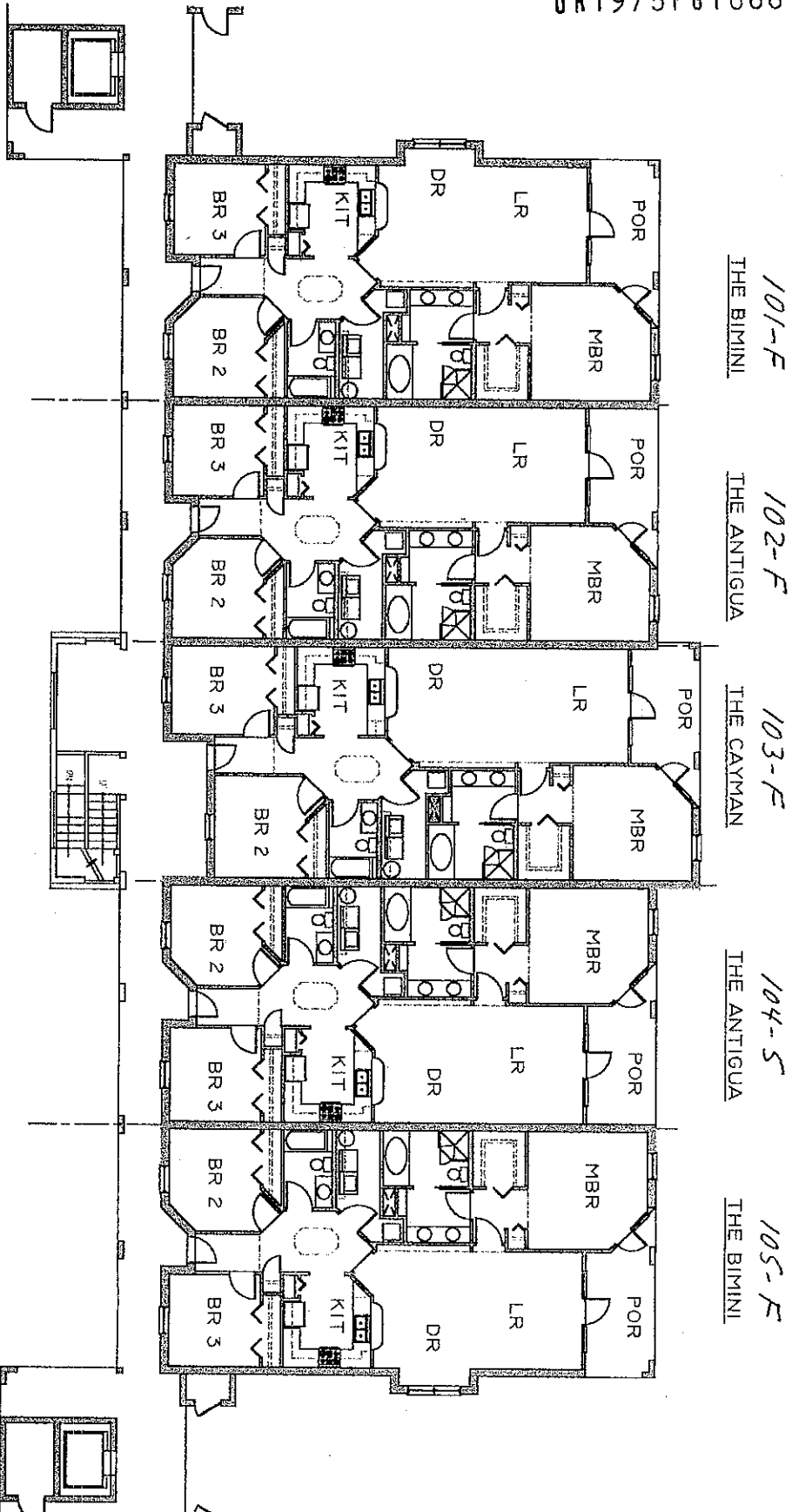
THE CAYMAN



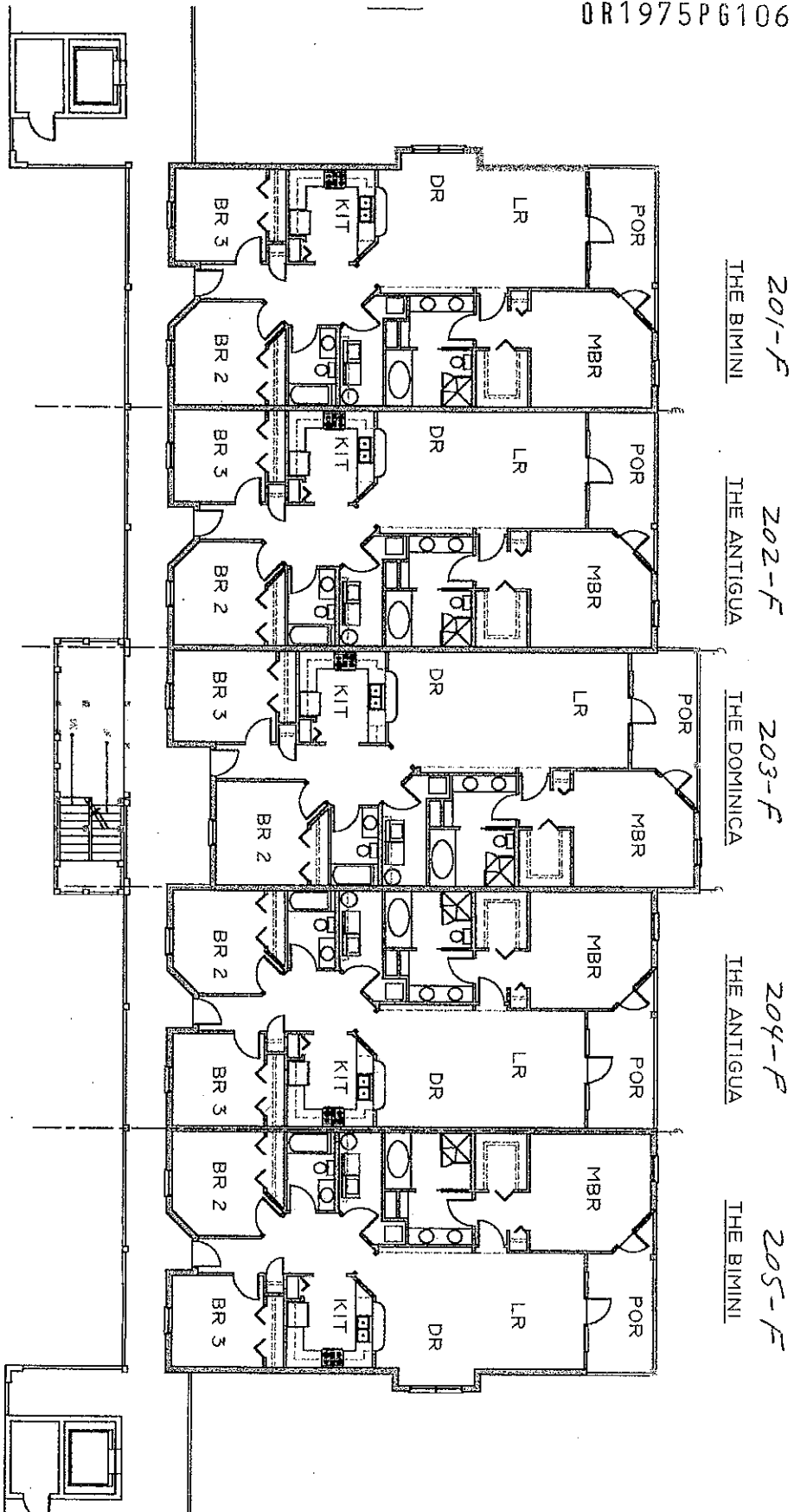
REAR ELEVATION

BUILDING 'F'

0R1975PG1066



BUILDING 'F'
FIRST FLOOR



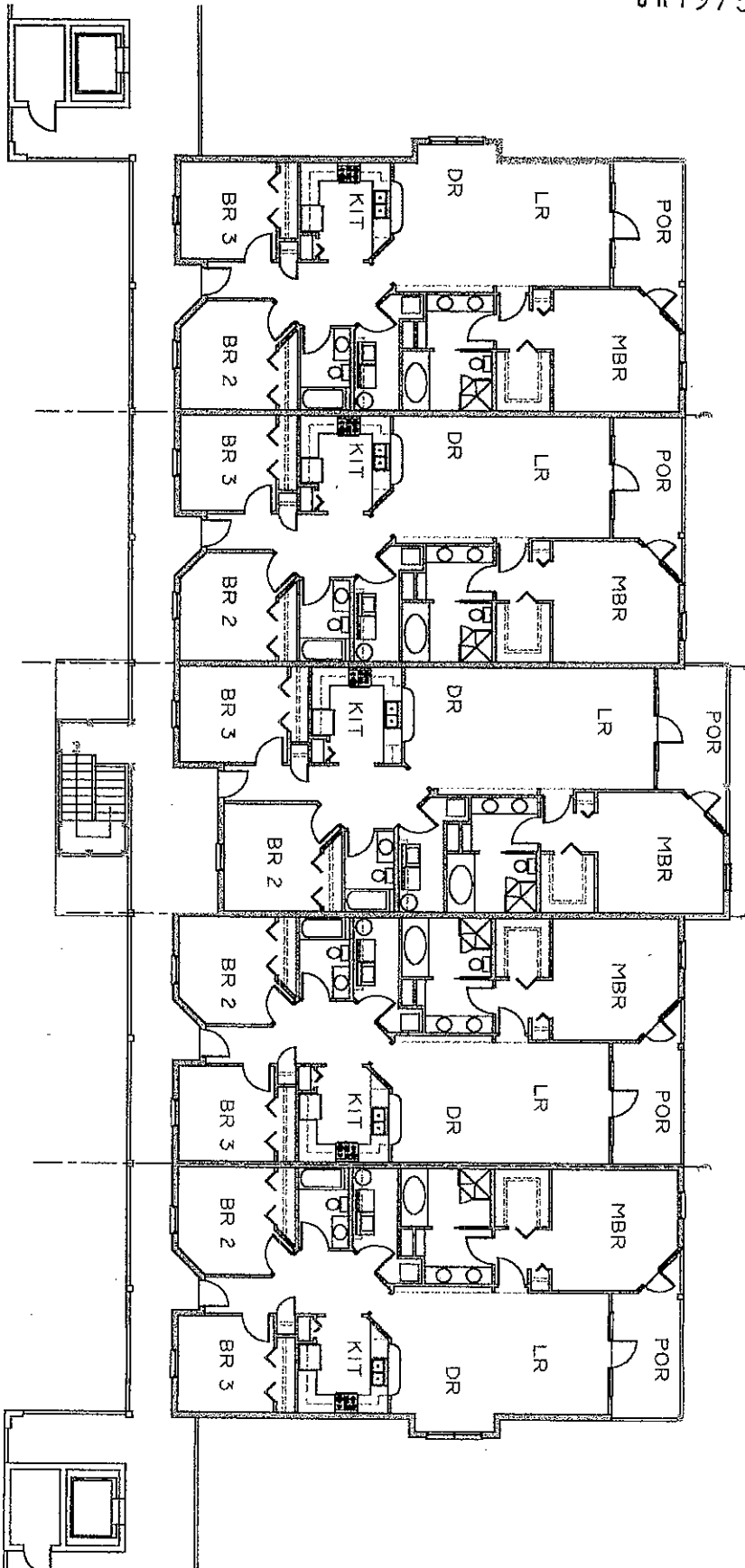
301-F
THE BIMINI

302-F
THE ANTIGUA

303-F
THE DOMINICA

304-F
THE ANTIGUA

305-F
THE BIMINI



BUILDING 'F'
THIRD FLOOR

OR1975P61069

THE BIMINI

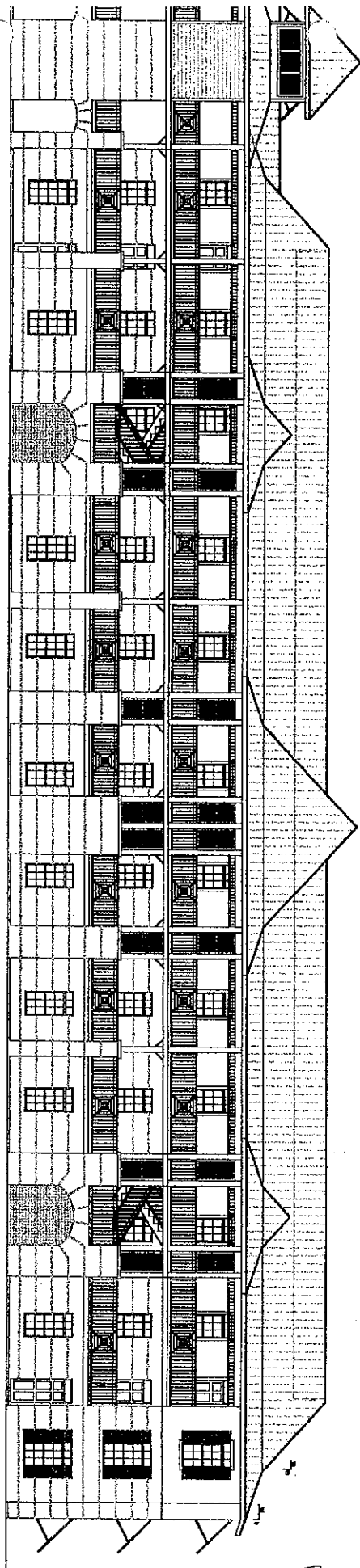
THE ANTIGUA

THE DOMINICA

THE DOMINICA

THE ANTIGUA

THE CAYMAN



FRONT ELEVATION
BUILDING 'G'

Ex. "D-7" [comp.]

0R1975PG1070

THE CAYMAN

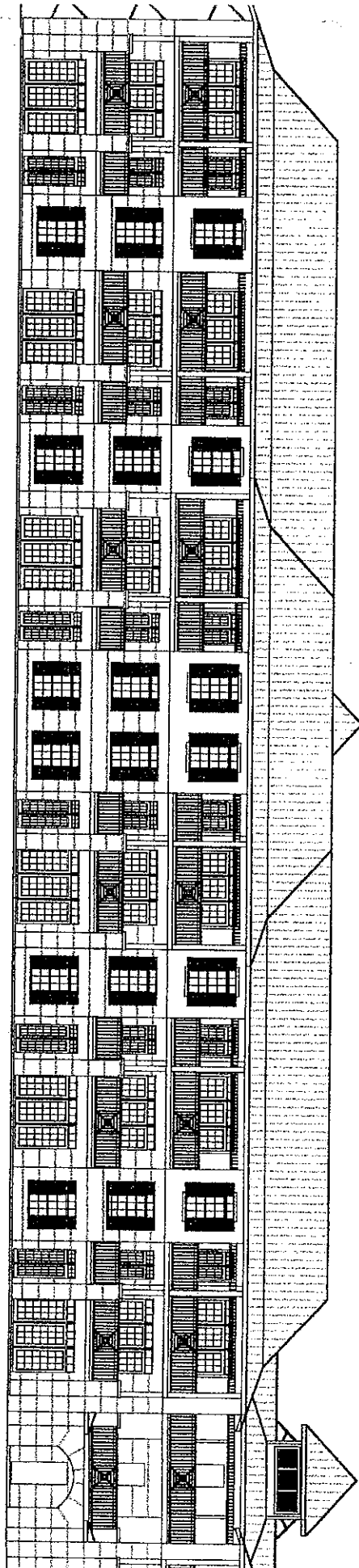
THE ANTIGUA

THE DOMINICA

THE DOMINICA

THE ANTIGUA

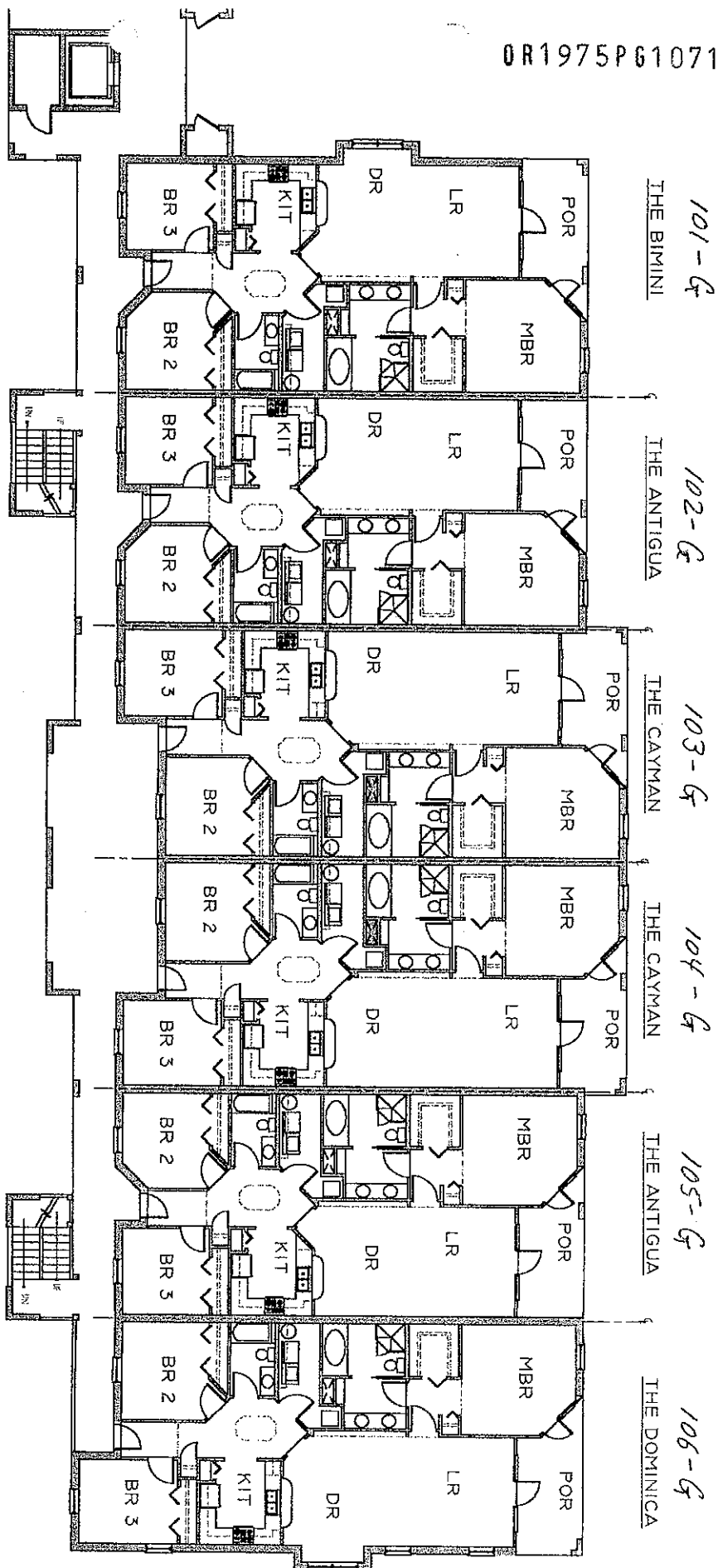
THE BIMINI



REAR ELEVATION

BUILDING 'G'

OR1975P61071



BUILDING 'G'
FIRST FLOOR

OR1975P61072

201-G

THE BIMINI

202-G

THE ANTIGUA

203-G

THE DOMINICA

204-G

THE DOMINICA

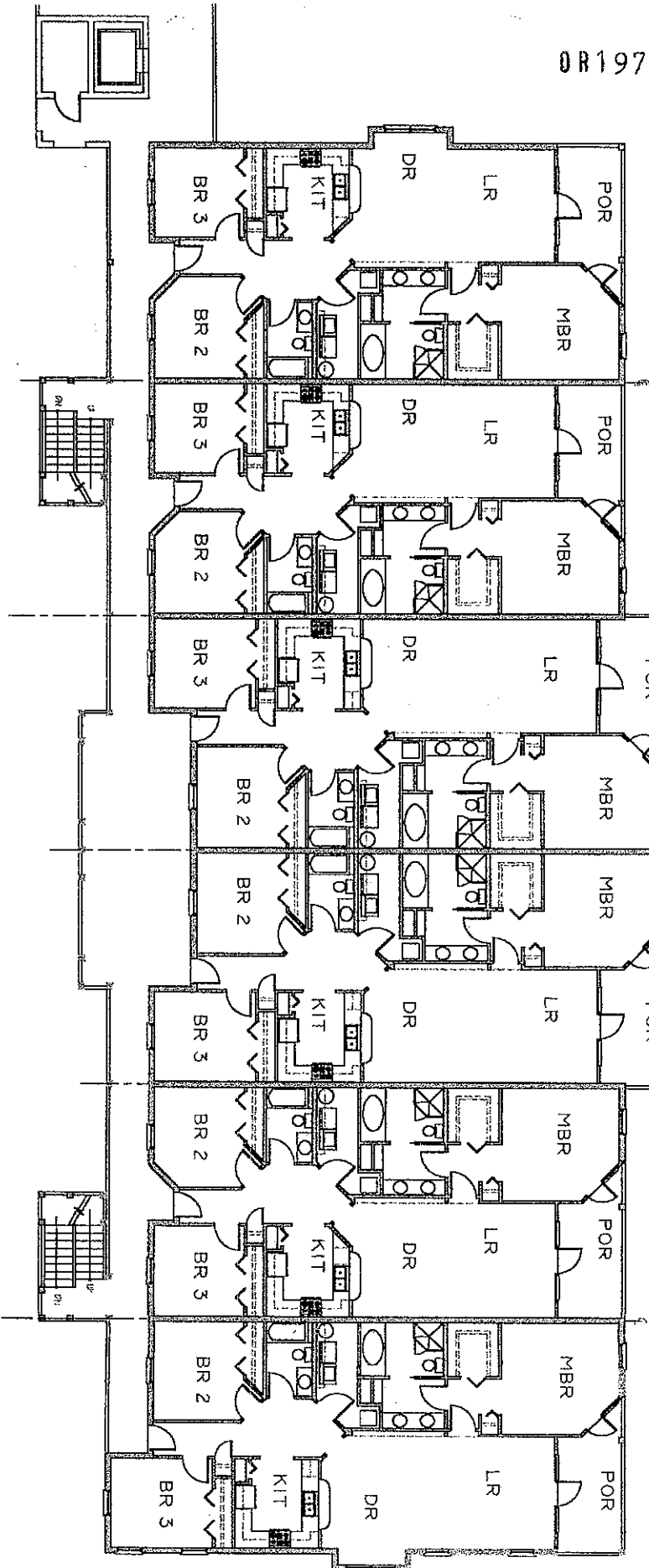
205-G

THE ANTIGUA

206-G

THE CAYMAN

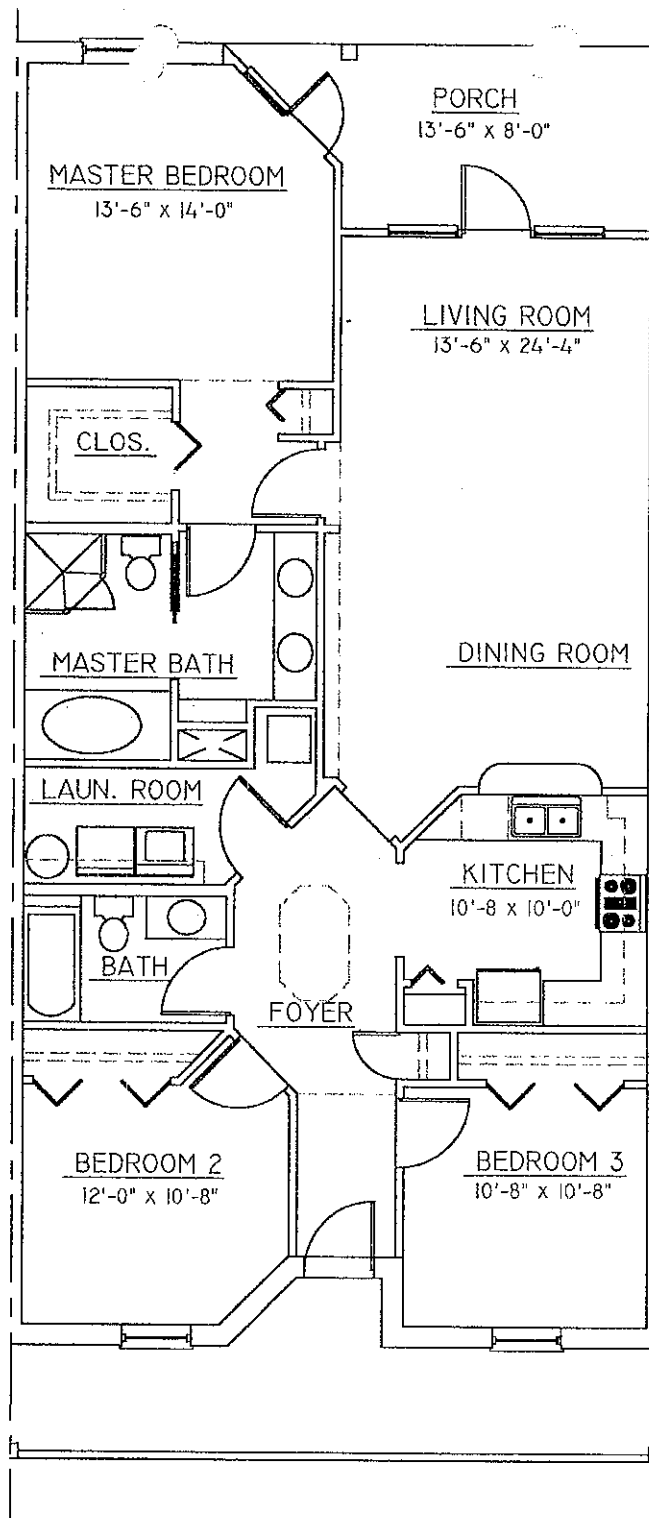
BUILDING 'G'
SECOND FLOOR



306-6
THE CAYMAN

BUILDING 'G'
THIRD FLOOR

0R1975P61074



THE ANTIGUA

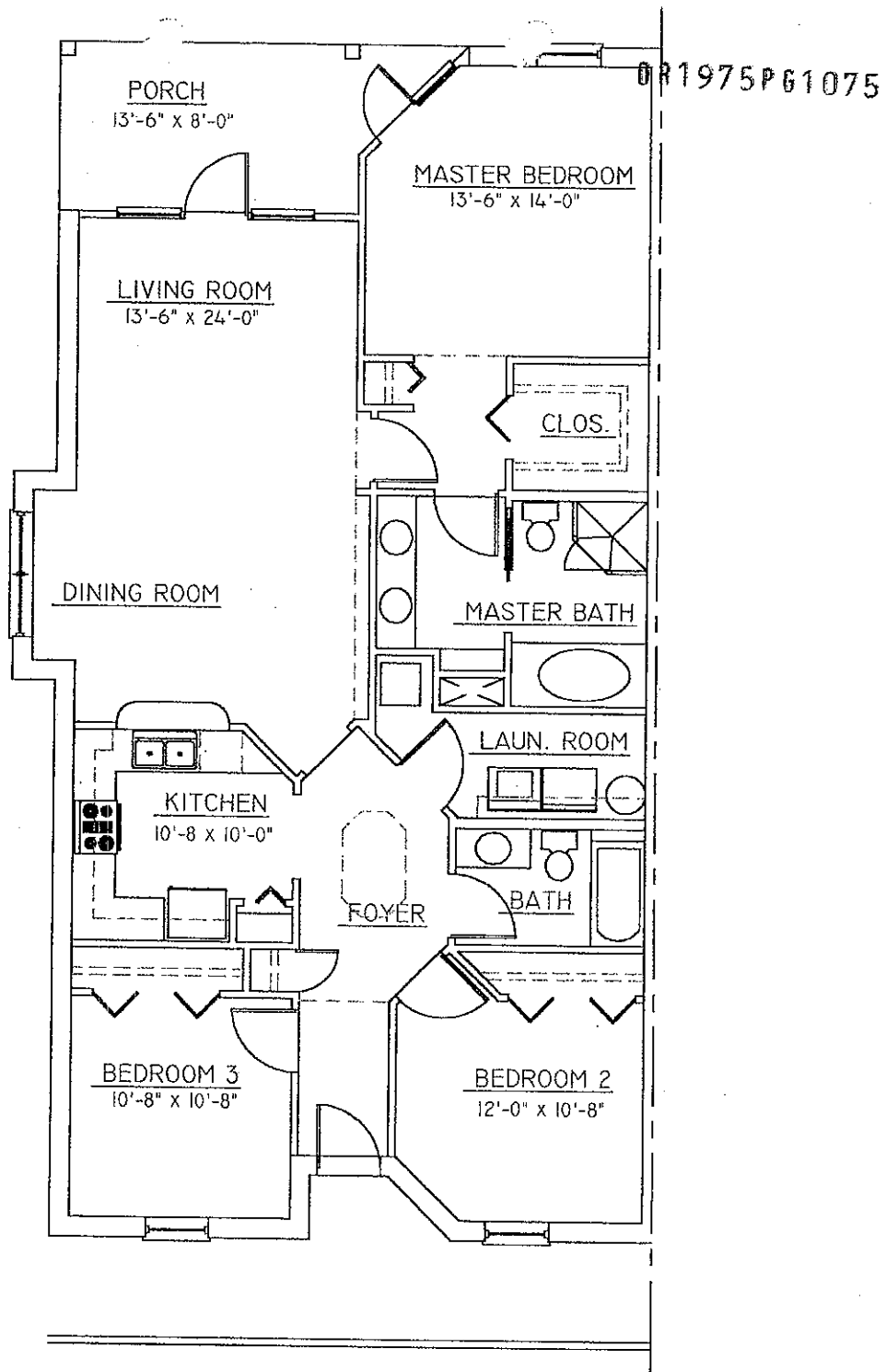
3 BEDROOM / 2 BATH

LIVING AREA (HVAC) = 1,377 SF

PORCH AREA = 125 SF

TOTAL = 1,502 SF

Ex. "D-8"
[Comp.]



THE BIMINI

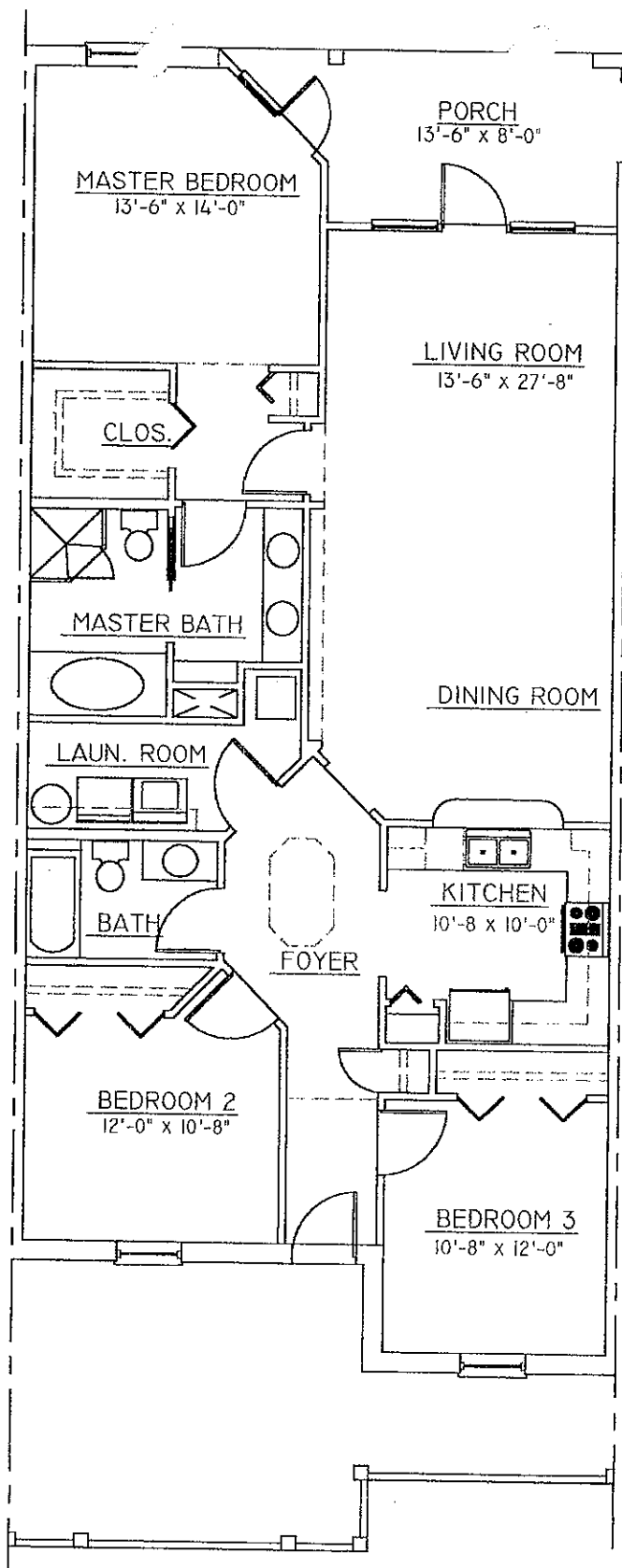
3 BEDROOM / 2 BATH

LIVING AREA (HVAC) = 1,394 SF

PORCH AREA = 128 SF

TOTAL = 1,522 SF

0R1975P61076



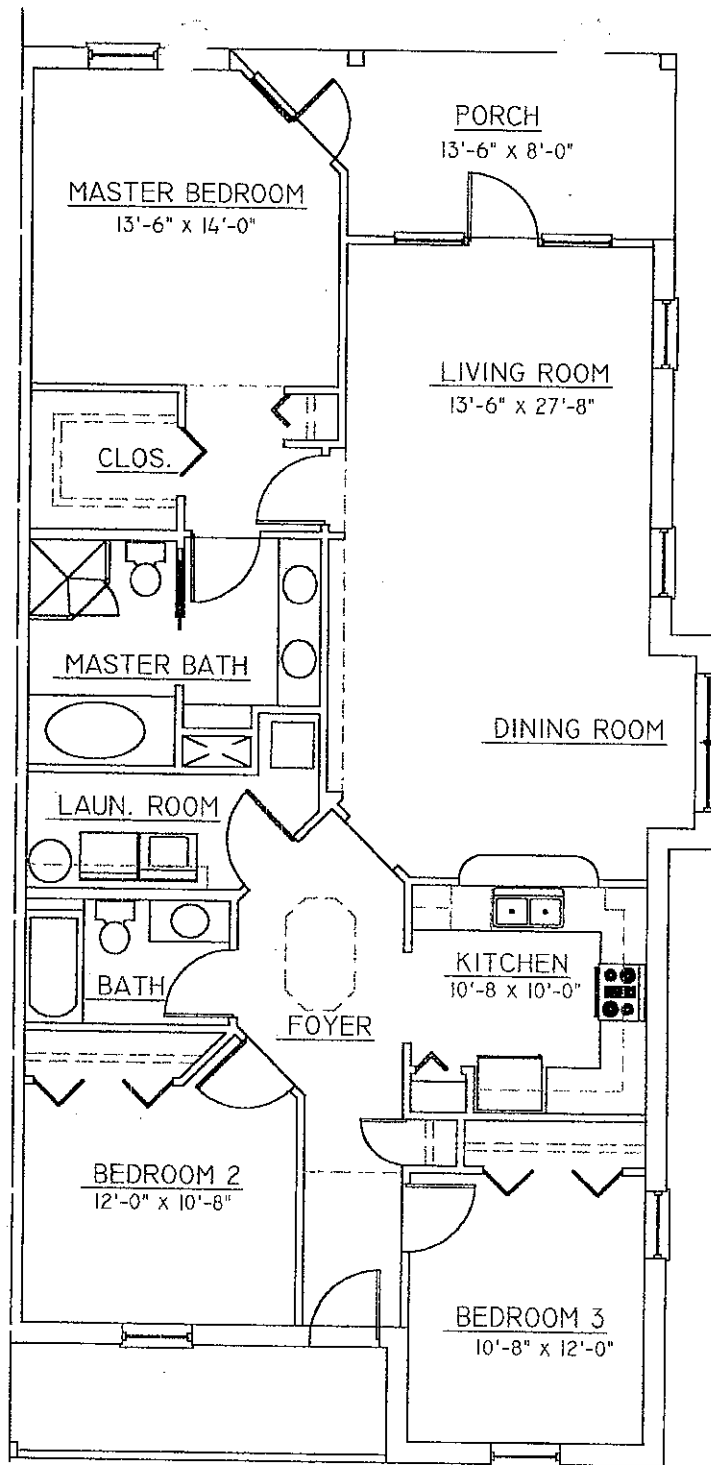
THE CAYMAN
3 BEDROOM / 2 BATH

LIVING AREA (HVAC) = 1,448 SF

PORCH AREA = 127 SF

TOTAL = 1,575 SF

OR1975PG1077

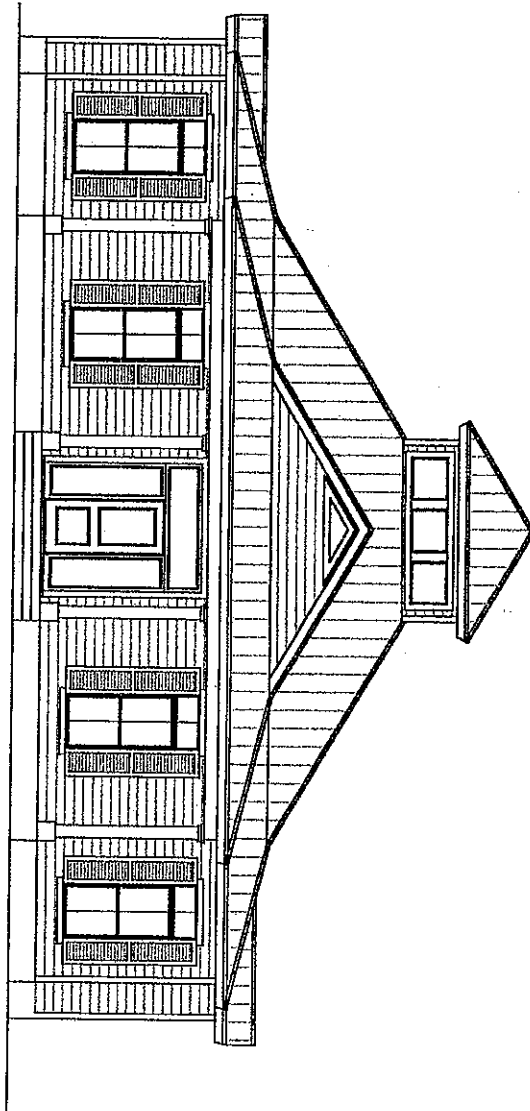


THE DOMINICA
3 BEDROOM / 2 BATH

LIVING AREA (HVAC) = 1,464 SF
PORCH AREA = 128 SF
TOTAL = 1,592 SF

0R1975PG1078

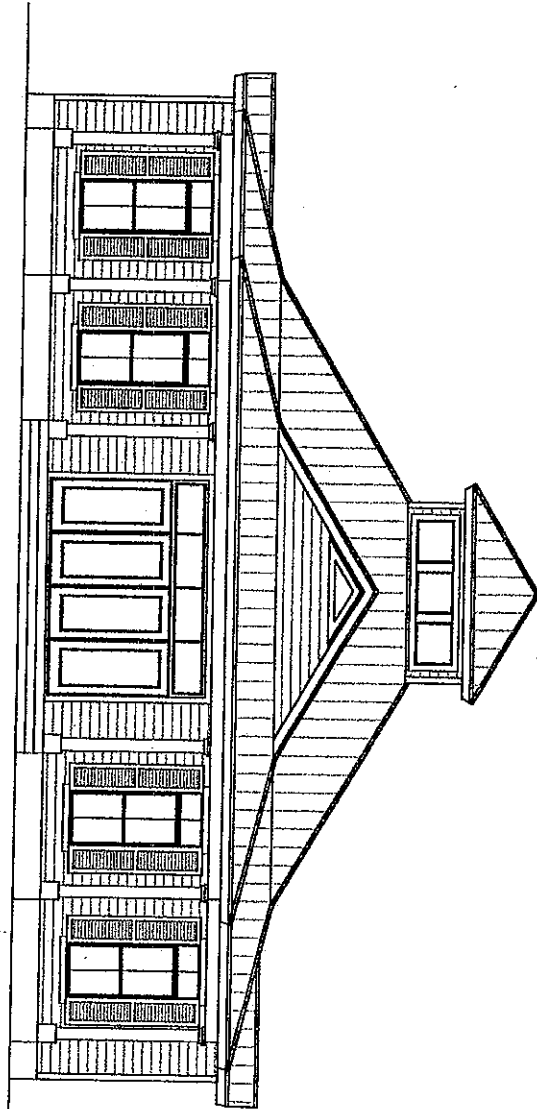
FRONT ELEVATION
CLUBHOUSE



Ex. "D-9" (comp.)

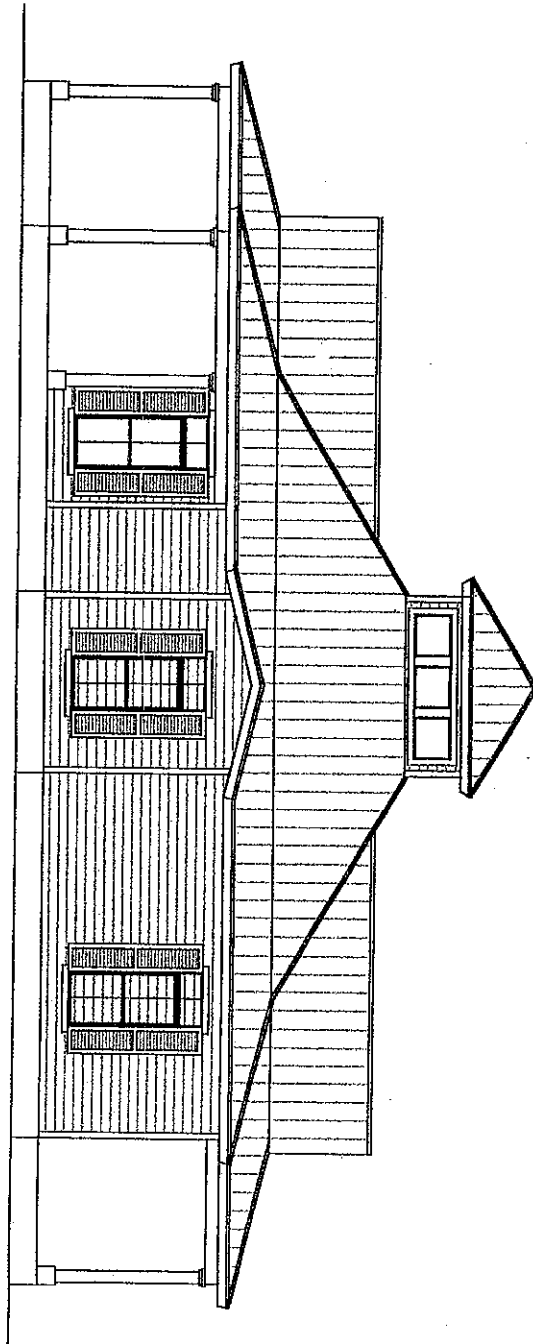
OR1975P61079

REAR ELEVATION

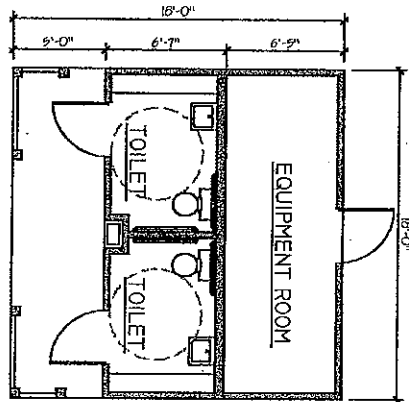


0R1975P61080

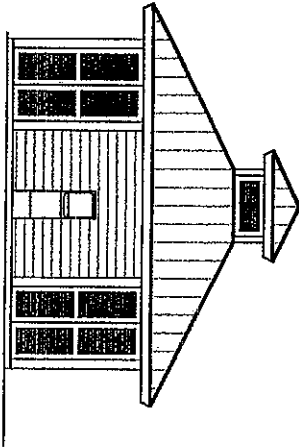
SIDE ELEVATION



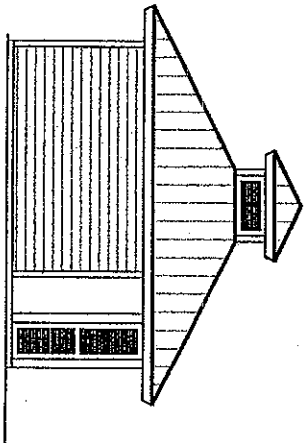
OR1975P61081



FLOOR PLAN



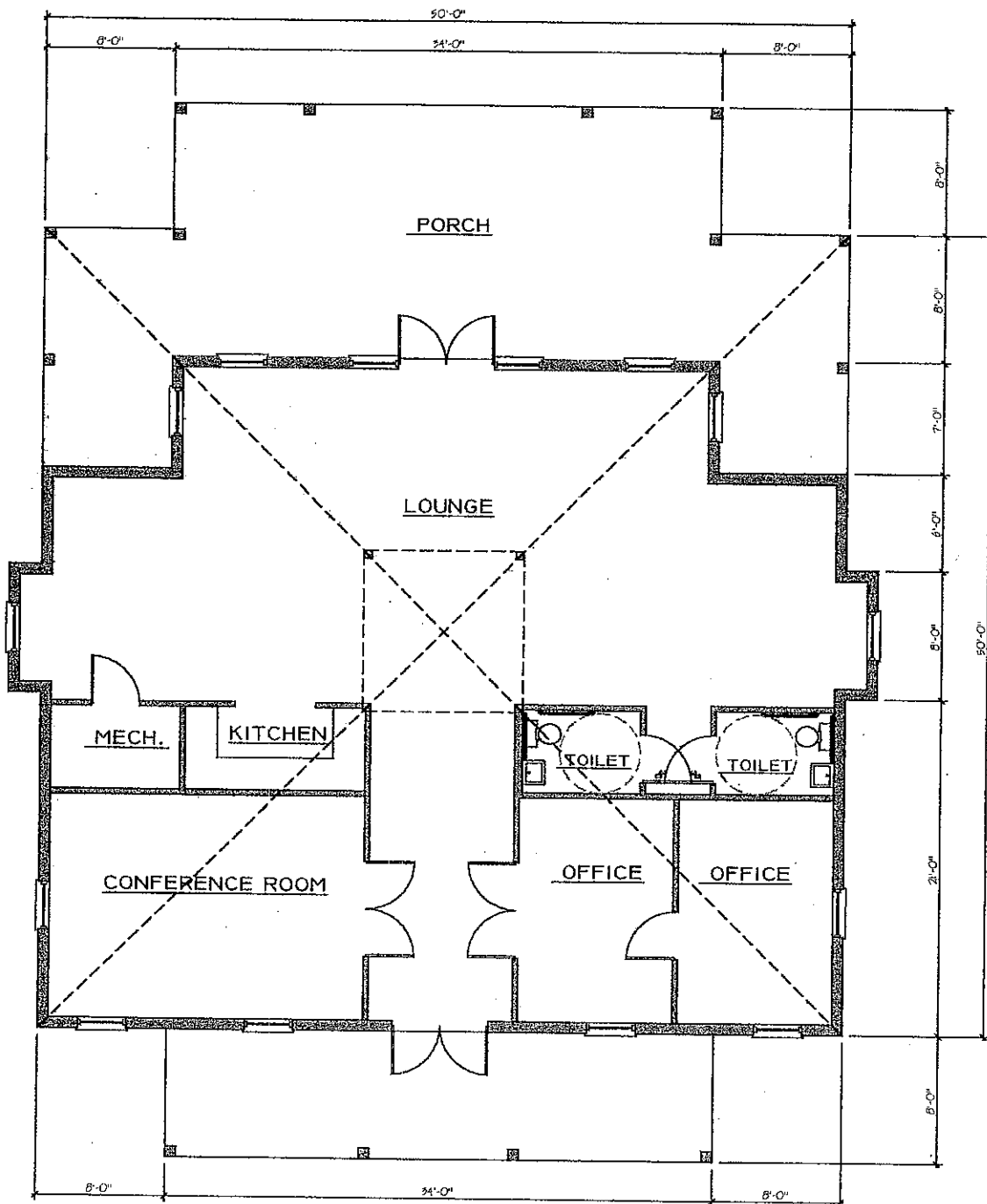
FRONT ELEVATION
POOL TOILET



SIDE ELEVATION

TOILET & EQUIP. = 234 SF
PORCH AREA = 90 SF
TOTAL = 324 SF

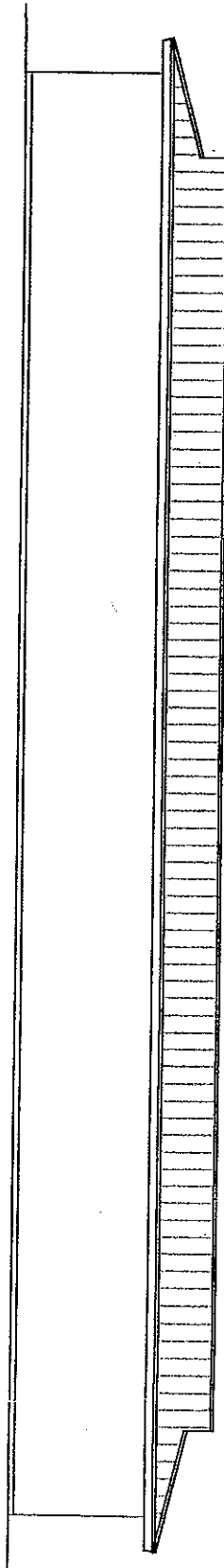
0R1975P61082



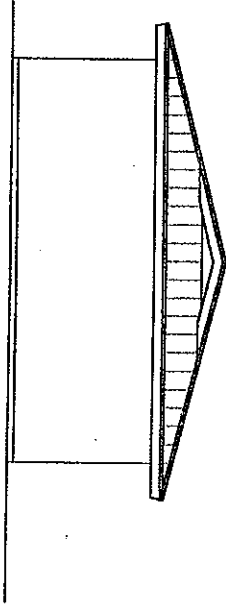
FLOOR PLAN
CLUBHOUSE

INTERIOR AREA = 2,020 SF
PORCH AREA = 1,056 SF
TOTAL = 3,076 SF

OR1975P61083



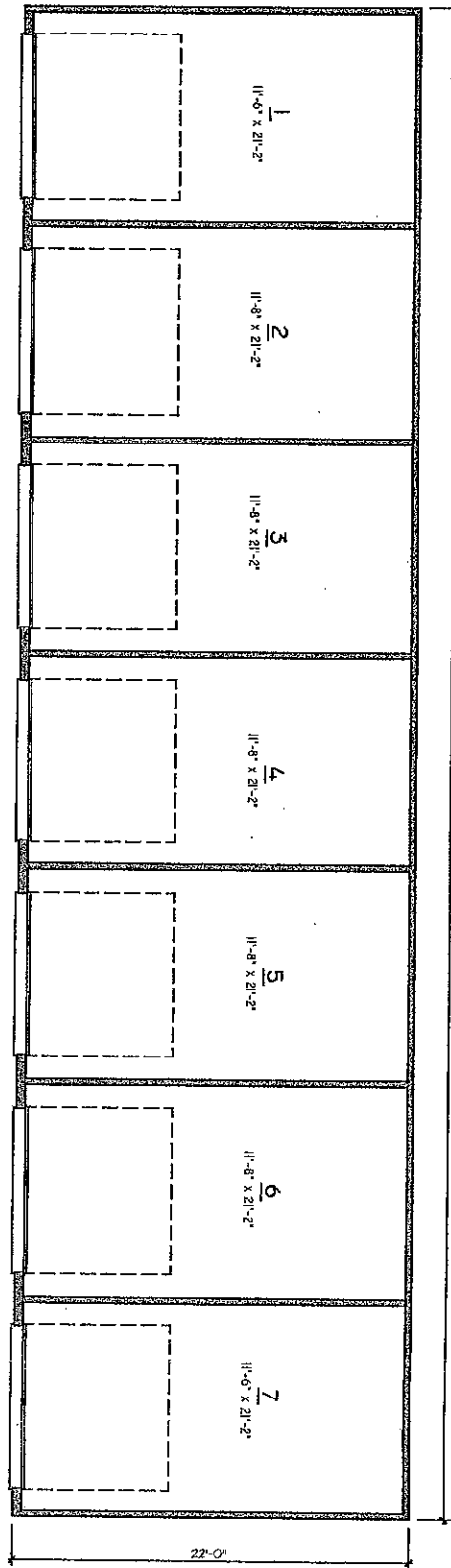
REAR ELEVATION
GARAGES



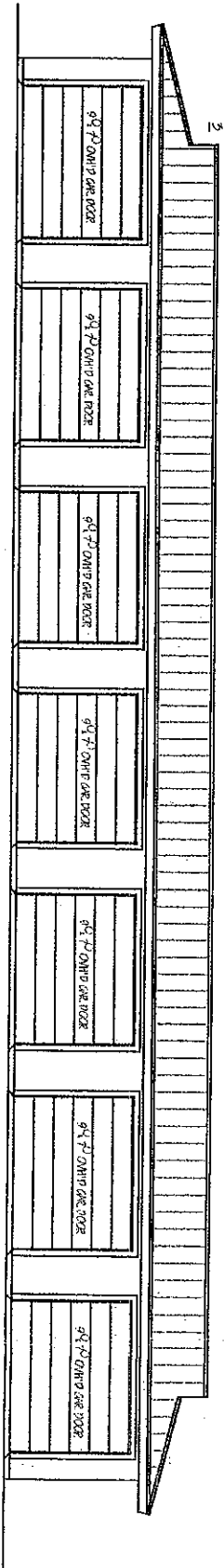
SIDE ELEVATION

Ex. "D-10" (Comp.)

OR1975P61084



FLOOR PLAN
GARAGES
TOTAL = 1,84.8 SF



FRONT ELEVATION
GARAGES

OR1975P61085

**ARTICLES OF INCORPORATION
OF
SEASIDE AT ANASTASIA
OWNERS ASSOCIATION, INC.**

THE UNDERSIGNED, hereby associate themselves for the purpose of forming a corporation not for profit, under and pursuant to Chapter 617, Florida Statutes, and do certify as follows:

ARTICLE I

Name

The name of this corporation is:

SEASIDE AT ANASTASIA OWNERS ASSOCIATION, INC.

The corporation is sometimes referred to herein as the "Association."

ARTICLE II

Purposes

This corporation is organized to operate and manage the affairs and property of Seaside at Anastasia, a condominium established in accordance with Chapter 718, Florida Statutes, upon real property situate, lying and being in St. Johns County, Florida, hereinafter referred to as the Condominium; to perform and carry out the acts and duties incident to the administration, operation and management of the Condominium in accordance with the terms, provisions and conditions contained in these Articles of Incorporation, in the Declaration of Condominium of the Condominium and any amendments thereto, which will be recorded among the Public Records of St. Johns County, Florida; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of the Condominium.

The terms used herein shall have the same meaning attributed to them in Chapter 718, Florida Statutes, as amended, and in the Declaration of Condominium.

ARTICLE III

Powers

The Association shall have all of the powers of a corporation not for profit existing under the laws of the State of Florida, and all the powers now or hereafter granted to condominium associations by the Condominium Act, Chapter 718, Florida Statutes, as amended, and all the powers reasonably necessary to implement the powers of the Association, which powers shall include, but are not

limited to, the following

- A. To make, establish and enforce reasonable rules and regulations governing the use of the Condominium property;
- B. To make and collect assessments against Owners of Condominium Parcels to provide the funds to pay for Common Expenses as provided for in the condominium documents and the Condominium Act, and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association;
- C. To maintain, repair, replace and operate those portions of the Condominium Property that the Association has the duty or right to maintain, repair, replace and operate under and subject to the condominium documents and the Condominium Act, including the surface water or storm water management system(s) in a manner consistent with permits issued by the St. Johns Water Management District ("SJWMD") and SJWMD rules;
- D. To contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds which shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the association;
- E. To employ personnel to perform the services required for property operation of the Condominium;
- F. To purchase insurance upon the Condominium Property for the protection of the Association and its members pursuant and subject to the Condominium Act;
- G. To reconstruct improvements constructed on the real property submitted to Condominium Ownership after casualty or other loss;
- H. To make additional improvements on and to the Condominium Property;
- I. To enforce by legal action the provisions of the condominium documents;
- J. To acquire by purchase or otherwise Condominium parcels in Seaside at Anastasia, a Condominium.

ARTICLE IV

Members

1. Composition

The members of the Association shall consist of:

- A. Unit Owners owning a vested present interest in the fee title to any Condominium Parcel forming a part of Seaside at Anastasia, a Condominium, which interest is

evidenced by a duly recorded instrument in the Official Records of St. Johns County, Florida, and after the termination of the Condominium shall consist of those persons who are members at the time of such termination; and

- B. The first Board of Directors named in these Articles of Incorporation shall also be deemed members of the Association for so long as they continue to serve as Directors. Those individuals shall serve as Directors until the first annual meeting of unit owners, at which time they may be re-elected or replaced by vote in accordance with the By-Laws of the Association. In the event any Director named in these Articles of Incorporation should for any reason be unwilling or unable to serve as an active member of the Association, the remaining Directors shall select a successor member to serve in his place and stead, in accordance with the provisions of the By-Laws of the Association.
2. Voting Members:
- Each Condominium Parcel shall be entitled to one (1) vote, which vote shall be exercised by the Unit Owner designated by the Owner or Owners of a majority interest in a single Condominium Parcel to cast the vote appurtenant to the Condominium Parcel. The designation of voting members shall be perfected in the manner provided in the Declaration of Condominium.
3. Assignment:
- A. Neither the share of a member in the funds and assets of the Association, nor membership in this Association may be assigned, hypothecated or transferred in any manner except as an appurtenance to a Condominium Parcel.
 - B. The members of the Association shall be subject to all of the terms, conditions, restrictions and covenants contained in the Condominium Documents.

ARTICLE V

Term

This corporation shall exist perpetually or until dissolved as provided in the By-Laws or as provided by applicable law. In the event of dissolution of the Association, the responsibility for the operation and maintenance of the Common Elements, including the surface water and storm water management systems, must be transferred to and accepted by an entity which is approved by the Members and, in the case of storm water or surface water management systems, by the SJWMD. —

ARTICLE VI

Subscribers

The name and residence address of the incorporator to these Articles of Incorporation is as follows:

Alva C. Atkins

13080 Mandarin Road, Jacksonville, Florida 32223.

ARTICLE VII
Board of Directors

The business of the corporation shall be conducted by a Board of Directors consisting of not less than three (3) nor more than five (5) directors. The Board of Directors shall be elected annually by the members of the Association entitled to vote, in the manner set forth in the By-Laws. The names and addresses of the first Board of Directors who shall hold office until their successors are elected and have qualified are as follows:

Alva C. Atkins	13080 Mandarin Road, Jacksonville, Florida 32223
Hussain A. Mashatt	6217 Eastwood Glen Place, Montgomery, AL 36117
Steven C. Cupolo	701 A1A Beach Blvd., Suite A, St. Augustine Beach, FL. 32084

Notwithstanding any provision herein to the contrary, members other than the Developer shall be entitled to elect no less than one-third (1/3) of the members of the Board of Directors when members other than the Developer own fifteen percent (15%) or more of the Condominium Parcels that will be operated ultimately by the Association. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors upon the first to occur of the following:

- A. Three years after 50% of the units that will be operated ultimately by the Association have been conveyed to purchasers; or
- B. Three (3) months after 90 percent of the units that will be operated ultimately by the Association have been conveyed to purchasers; or
- C. When all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business; or
- D. When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or
- E. Seven years after recordation of the Declaration of Condominium.

ARTICLE VIII

Officers

The affairs of the Association shall be managed by a President, Secretary and Treasurer. The officers of the Association shall be elected annually by the Board of Directors of the Association, in accordance with the provisions of the By-Laws of the Association. The names and addresses of the officers who are to serve until the first election of officers are:

President:	Alva C. Atkins 13080 Mandarin Road, Jacksonville, FL 32223
Secretary/Treasurer:	Steven C. Cupolo 701 A1A Beach Blvd., Suite A, St. Augustine Beach, FL. 32084

ARTICLE IX**Indemnification**

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

ARTICLE X**Amendment of Articles**

These Articles may be amended by an affirmative vote of three-fourths (3/4) of the Voting Members of the Association, unless otherwise provided herein.

ARTICLE XI**By-Laws**

The Association shall adopt By-Laws governing the conduct of the affairs of the Association. The Association shall have the right to alter, amend or rescind the By-Laws in accordance with the By-Laws and Chapters 607, 617 and 718, Florida Statutes, as amended.

ARTICLE XII**Principal Place of Business**

The principal place of business of this corporation shall be located at 13080 Mandarin Road, Jacksonville, Florida 32223 or at such other place or places as may be designated from time to time by the Board of Directors.

ARTICLE XIII**Resident Agent**

Alva C. Atkins, 13080 Mandarin Road, Jacksonville, Florida 32223 is appointed Resident Agent for service of process of this corporation, subject to the right of this corporation to change the Resident Agent in the manner provided by the laws of the State of Florida.

ACCEPTANCE BY REGISTERED AGENT

Alva C. Atkins, having been named as the registered agent in the foregoing Articles of Incorporation of Seaside at Anastasia Condominium Association, Inc. to accept service of process for the corporation at 13080 Mandarin Road, Jacksonville, Florida 32223, hereby agrees to act as the registered agent and comply with the law of the State of Florida relative to such position.

Alva C. Atkins

6-16-03

Alva C. Atkins

Date

IN WITNESS WHEREOF, the incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed this 16 day of June, 2003.

Alva C. Atkins

Alva C. Atkins

STATE OF FLORIDA,
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this 16 day of June, 2003 before me, a Notary public duly authorized in the State and County named above to take acknowledgments, personally appeared Alva C. Atkins, to me known to be the person described in and who executed the foregoing ARTICLES OF INCORPORATION, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Roberta J. Halyburton
Notary Public, State of Florida

Name of Notary:
Commission Number:
My Commission Expires:



Roberta J. Halyburton
MY COMMISSION # DD083994 EXPIRES
January 25, 2006
BONDED THRU TROY FAIR INSURANCE, INC.

OR1975PG1092

**BY-LAWS
Of
SEASIDE AT ANASTASIA
OWNERS ASSOCIATION, INC.**

A Florida Corporation Not-For-Profit

These are the By-Laws of SEASIDE AT ANASTASIA OWNERS ASSOCIATION, INC., hereinafter called "Association," a corporation not for profit, incorporated under the laws of the State of Florida. The Association has been organized for the purpose of administering one (1) condominium created pursuant to Chapter 718, Florida Statutes, as amended, (hereinafter called the "Condominium Act").

Section 1. Association

- 1.1 Office. The Office of the Association shall be at 701 A1A Beach Boulevard, Suite A, St. Augustine Beach, FL. 32084, or such other place as shall be selected by a majority of the Board of Directors.
- 1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.
- 1.3 Seal. The seal of the Association shall be in circular form having within its circumference the words: "Seaside at Anastasia Owners Association, INC., a not for profit corporation." The seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced, or otherwise.
- 1.4 Terms. All terms used herein shall have the same definitions as attributed to them in the Declaration of Condominium of Seaside at Anastasia, a Condominium, hereinafter referred to as the "Declaration of Condominium", or in the Condominium Act.

Section 2. Members.

- 2.1 Qualification. The members of the Association shall consist of all persons owning a vested present interest in the fee title to any Condominium Parcel in Seaside at Anastasia, a Condominium.
- 2.2 Membership. Membership in the Association shall be established by recording in the Public Records of St. Johns County, Florida, a deed or other instrument establishing a record title to a Condominium Parcel, and delivery to the Association of a certified copy of such instrument. The grantee in such instrument shall immediately become a member of the Association. The membership of any prior owner of the same condominium parcel shall be

terminated upon delivery to the Association of a certified copy of the deed or other instrument as aforesaid. The sole owner of a condominium parcel or the owner designated as set forth in Section 2.3 below is hereinafter referred to as "Voting Member."

- 2.3 Designation of Voting Representative. If a condominium parcel is owned by more than one (1) person, the unit owner entitled to cast the vote appurtenant to the condominium parcel shall be designated by the owners of a majority interest in the condominium parcel. A Voting Member must be designated by a statement filed with the Secretary of the Association, in writing, signed under oath by the owners of a majority interest in a condominium parcel as the person entitled to cast the vote for all such members. The designation may be revoked and substitute voting member designated at any time at least five (5) days prior to any meeting and no vote shall be cast at such meeting by or for said unit owner(s).
- 2.4 Restraint Upon Alienation of Assets. The share of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner, except as an appurtenance to his condominium parcel.

Section 3. Members' Meetings.

- 3.1 Place. All meetings of the members of the Association shall be held at the office of the Association or such other place as may be stated in the notice of the meeting.
- 3.2 Membership List. At least 14 days before every election of directors, a complete list of the Voting Members of the Association, arranged numerically by unit number, shall be prepared by the Secretary. Such list shall be kept at the office of the Association and shall be open to examination by any member at any such time.
- 3.3 Regular Meetings. Regular meetings of the members of the Association shall be held at least once per year and shall be scheduled on such dates and times as the Board of Directors shall establish.
- 3.4 Special Meetings.

(a) Special meetings of the members for any purpose may be called by the President, and shall be called by the President or Secretary at the request, in writing, of either a majority of the Board of Directors or a majority of the voting members. Such request shall state the purpose of the proposed meeting. Notwithstanding the foregoing, a special meeting of the members to recall or remove a member or members of the Board of Directors may be called as provided in Section 4.5, and a special meeting of the members may be called as provided in Section 9.4.

(b) Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

- 3.5 Notice. Written notice of every meeting, special or regular, of the members of the Association, stating the time, place and object thereof, shall be delivered or mailed to each Voting Member at such member's address as shown in the books of the Association at least 14 days prior to such meeting. Additionally, notice of all meetings shall be posted conspicuously on the condominium property at least fourteen (14) days prior to the meeting. Unless a Voting Member waives in writing the right to receive notice of an annual meeting by mail, the notice of the annual meeting shall be sent by mail to each Voting Member. An officer of the Association shall provide an affidavit, to be included in the Official Records of the Association, affirming that notices of the Association meeting were mailed or hand delivered, in accordance with these provisions, to each Voting Member at the address last furnished to the Association.
- 3.6 Participation. All members shall be entitled to participate in any meeting of the Association but only Voting Members shall have the right to vote on any matter brought before such meeting.
- 3.7 Proxies. At any meeting of the members of the Association the Voting Member shall be entitled to vote in person or by proxy. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. No proxy shall be valid unless it is filed with the Secretary at least five (5) days prior to a meeting, nor shall any proxy be valid unless it is granted to a person who is a unit owner. No proxy vote may be cast on behalf of a Voting Member who is present at a meeting. Every proxy shall be revocable at any time at the pleasure of the Unit Owner executing it.
- 3.8 Vote Required to Transact Business. When a quorum is present at any meeting, a majority of voting interests represented at the meeting shall decide any question brought before the meeting. If the question is one which requires more than a majority vote by express provision of the Condominium Act or the Declaration of Condominium, Articles of Incorporation or these By-Laws (hereinafter "Condominium Documents"), the express provision shall govern and control the number of votes required.
- 3.9 Quorum. Fifty-one percent (51%) of the voting interests of the Association present in person or represented by proxy, shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute or the Condominium Documents. If a quorum is present at any meeting, the Voting Members may continue the meeting from time to time, without notice other than announcement at the meeting. Any business may be transacted at the continuation of any adjourned meeting which would have been transacted at the meeting called.

Section 4. Directors.

- 4.1 Number. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) and not more than five (5) Directors; provided there shall at all times be an odd number of Director position. Initially there shall be three Directors, as named

in the Association's Articles.

4.2 Terms. The term of office for each Director position shall be determined as follows:

(a) The Initial Directors named in the Articles shall serve until the first annual meeting of the Members.

(b) At that first annual meeting of the Members, a new Board of three Directors will be elected, which may include some or all of the Initial Directors, as follows:

- (i) One Director shall be elected to serve for three years;
- (ii) One Director shall be elected to serve for two years; and
- (iii) One Director shall be elected to serve for one year.

(c) Thereafter, at each annual meeting of the Members, a new Director shall be elected to fill the vacancy created by reason of the expiration of the term which expires in that year, and the term of each Director shall be three years so as to retain the staggered terms of the three original Director positions.

(d) In the event additional Directors are elected (adding the fourth and fifth Director positions), those fourth and fifth Directors shall be elected as follows:

- (i) The fourth Director position to be created will have a three-year term initially and thereafter; and
- (ii) The fifth Director position to be created will have a two-year term initially and a three-year term thereafter so as to provide a staggered term relative to the term of the fourth director

(e) In the event more than one Director position comes up for election by the Members at the same annual meeting, and in the event those positions have different terms, then the candidate who receives the highest number of Member votes shall be elected to the Director position with the longest-running term, and so on.

4.3 Vacancy and Replacement. If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

4.4 Election and Designation of Directors. Election and designation of Directors shall be conducted in the following manner:

(a) Directors must be members of the Association, and each Director shall be elected and designated at the annual meeting of the members.

(b) The election shall be by secret ballot (unless dispensed with by unanimous consent). The nominees receiving the greatest number of votes cast shall be elected to the Board of Directors.

(c) Members other than the Developer of the Condominium shall be entitled to elect no less than one-third (1/3) of the members of the Board of Directors when members other than the Developer own fifteen percent (15%) or more of the condominium parcels that will be operated ultimately by the Association. Members other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors upon the earliest to occur of the following:

(i) Three years after 50% of the units that will be operated ultimately by the Association have been conveyed to purchasers; or

(ii) Three (3) months after 90 percent of the units that will be operated ultimately by the Association have been conveyed to purchasers; or

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

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

(v) Seven years after recordation of the Declaration of Condominium.

(d) Prior to the occurrence of any of the events described in subparagraphs (i) through (v) of 4.4.(c), the Developer shall have the right to designate a majority of the members of the Board of Directors.

(e) The Developer is entitled to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the condominium parcels.

4.5 Removal. Subject to the provisions of Section 718.301, Florida Statutes, as amended, directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interests. A special meeting of the

members to recall a director or directors may be called by ten percent (10%) of the voting interests giving notice of the meeting as required for a meeting of unit owners, which notice shall state the purpose of the meeting.

(a) If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective as provided herein. The board shall duly notice and hold a board meeting within 5 full business days of the adjournment of the unit owner meeting to recall one or more board members. At the meeting, the board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall, within five (5) full business days, turn over to the Board of Directors any and all records and property of the association in their possession, or shall proceed as set forth in subparagraph (c) below.

(b) If the proposed recall is by an agreement in writing by a majority of all voting interests the agreement in writing or a copy thereof shall be served on the association by certified mail or by personal service in the manner authorized by chapter 48 and the Florida Rules of Civil Procedure. The board shall duly notice and hold a board meeting within 5 full business days of the after receipt of the agreement in writing. At the meeting, the board shall either certify the written agreement to recall, in which case such member or members shall be recalled effective immediately and shall, within five (5) full business days, turn over to the Board of Directors any and all records and property of the association in their possession, or proceed as set forth in subparagraph (c) below.

(c) If the Board of Directors determines not to certify the written agreement to recall a member or members of the Board of Directors, or does not certify the recall by vote at a meeting, the Board of Directors shall, within five (5) full business days after the board meeting, file with the division a petition for binding arbitration pursuant to the procedures of Section 718.1255, Florida Statutes. For purposes of this section, the unit owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board of Directors, the recall shall be effective upon mailing of the final order of arbitration to the Association. If the association fails to comply with the order of the arbitrator, the division may take action pursuant to Section 718.501, Florida Statutes. Any member or members so recalled shall deliver to the board any and all records of the Association in their possession within five (5) full business days of the effective date of the recall.

(d) If the board fails to duly notice and hold a board meeting within 5 full business days of service of an agreement in writing or within 5 full business days of the adjournment of the unit owner recall meeting, the recall shall be deemed effective and the board members so recalled shall immediately turn over to the board any and all records and property of the association.

(e) If a vacancy occurs on the board as a result of a recall and less than a majority of the board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, consistent with the provisions of paragraph 4.3 hereof. If vacancies occur on the board as a result of a recall and a majority or more of the board members are removed, the vacancies shall be filled in accordance with procedural rules

adopted by the division.

- 4.6 Powers and Duties of Board of Directors. All of the powers and duties of the Association under the Condominium Act and the Condominium Documents shall be exercised by the Board of Directors, or its delegate, subject only to approval by unit owners and institutional mortgagees when such approval is specifically required. The powers and duties of the Board of Directors shall include, but shall not be limited to the following:

(a) Access. To make and collect assessments against members to pay the common expenses and the expenses incurred by the Association including the power to make assessments and assess members for capital improvements and replacements.

(b) Disburse. To use the proceeds of assessments in the exercise of its powers and duties.

(c) Maintain. To maintain, repair, replace and operate the Condominium.

(d) Purchase. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.

(e) Insure To insure and keep insured the condominium property.

(f) Enforce. To enjoin or seek damages from the unit owners for violation of these By-Laws and the terms and conditions of the Declaration of Condominium.

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

- 4.7 Annual Statement. The Board of Directors will present a full and clear statement of the business and condition of the association at the annual meeting of the members.

- 4.8 Compensation. The Board of Directors shall not be entitled to any compensation for service as Directors.

Section 5. Directors' Meetings.

- 5.1 Organizational Meetings. The first meeting of each new Board of Directors elected by the members shall be held immediately upon adjournment of the meeting at which they were elected or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting.
- 5.2 Regular Meetings Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be posted conspicuously on the condominium property and shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting, except in an emergency.
- 5.3 Special Meetings Special meetings of the Board of Directors may be called by the President on five (5) days notice to each Director. Special meetings shall be called by the President or Secretary in like manner and on like notice upon the written request of two (2) Directors.
- 5.4 Adjourned Meetings If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called, may be transacted without further notice.
- 5.5 Quorum. A quorum at a Board of Directors meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except when approval by a greater number of Directors is required by the Condominium Documents.
- 5.6 Presiding Officer . The presiding officer at each Board of Directors meeting shall be the President of the association, if present. In the absence of the President, the Directors present shall designate one (1) of their number to preside.
- 5.7 Open Meetings. Meetings of the Board of Directors shall be open to all Unit Owners.
- 5.8 Assessments. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

SECTION 6. Officers.

- 6.1 Officers. The executive officers of the Association shall be a President, Secretary and Treasurer, each of whom shall be elected at the annual meeting of the Board of Directors. Any two (2) of said offices may be held by any one (1) person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation. The Board of Directors may from time to time appoint such other officers and agents that it may deem necessary, who shall hold office at the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by the Board of Directors.

- 6.2 Qualification. Only Unit Owners may be entitled to hold an office. The President and Secretary must also be members of the Board of Directors. No other officer need be Directors.
- 6.3 Term. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of two-thirds (2/3) of the Voting Members of the Association.
- 6.4 The President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and of the Board of Directors; he shall be an ex-officio member of all standing committees; he shall have general management of the business of the Association; and he shall see that all orders and resolutions of the Board of Directors are carried into effect.
- 6.5 The Secretary. The Secretary shall keep the minutes of the members meetings and of the Board of Directors meetings in one or more books provided for that purpose; he shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; he shall be the custodian of the corporate records and of the seal of the Association; and he shall keep a register of the post office address of each member, which shall be furnished to the Secretary by such member.
- 6.6 The Treasurer. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated by the Board of Directors or these By-Laws; he shall disburse the funds of the corporation as ordered by the Board of Directors, taking proper vouchers for such disbursements; and he shall render to the President and Directors at the regular meetings of the Board of Directors, an account of all his transactions as Treasurer, and of the financial condition of the Association.
- 6.7 Vacancies. If any office becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote, may choose a successor or successors who shall hold office for the unexpired term.
- 6.8 Resignations Any Director or officer may resign his office at any time. Such resignation shall be made in writing, and shall take effect at the time of its receipt by the Association, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

Section 7. Approval By Voting Members.

- 7.1 The Association shall act through its Board of Directors except where an affirmative vote of the Voting Members of the Association is required by the terms of the Condominium Documents.