

The Preserve at St. Nicholas, a Condominium

THIS PROSPECTUS CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

THIS CONDOMINIUM WILL BE CREATED AND UNITS WILL BE SOLD IN FEE SIMPLE INTERESTS.

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

For further Information, see Section 9.2 of the Declaration of Condominium attached hereto as Exhibit A.

THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.

For further information, see the subsection hereof entitled "Leases" and Section 17.2 of the Declaration of Condominium attached hereto as Exhibit A.

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE CONDOMINIUM ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.

For further information, see Section 718.301, Florida Statutes, and Section 4.15 of the By-Laws of the Condominium Association, a copy of which By-Laws is set forth as Exhibit "4" to the Declaration of Condominium attached hereto as Exhibit A.

THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.

For further information, see pertinent sections of the Declaration of Condominium attached hereto as Exhibit A.

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PROSPECTUS

SUMMARY OF CERTAIN ASPECTS OF THE OFFERING

Description of Condominium

The name of the condominium is THE PRESERVE AT ST. NICHOLAS, A CONDOMINIUM (the "Condominium"). The Condominium is located or to be located at approximately 3952 Atlantic Blvd. Jacksonville, FL 32207. The Preserve at St. Nicholas Investments, LLC, a Florida limited liability company (the "Developer"), is the owner of the unsold Units in the Condominium which are being offered for sale pursuant to this Prospectus. The Condominium will consist of Thirteen (13) buildings having a total of two hundred thirty (230) Units. The number of bedrooms and bathrooms in each Unit in the Condominium is set forth on Schedule "A" attached hereto. The Condominium will consist only of the Units described herein, the Common Elements, and the Limited Common Elements described in the Declaration of Condominium attached hereto as Exhibit "A" and the recreational facilities described in the next section hereof.

The Condominium is being created by conversion of previously existing improvements which were completed in approximately 1970. The Condominium Property was previously used as a residential apartment complex with no commercial tenants. All of the improvements and the Units have been previously occupied.

THE CONDOMINIUM WILL BE CREATED AND UNITS WILL BE SOLD IN FEE SIMPLE INTERESTS.

Recreational and Certain Other Commonly Used Facilities Intended to be Constructed Within the Condominium Property

The following facilities are constructed within the Condominium Property and are to be used, except as provided herein or in the Declaration to the contrary, exclusively by Owners of Units in the Condominium. The facilities are currently to include the following (all to be located on designated portions of the Condominium Property):

FACILITY and LOCATION	APPROXIMATE SIZE
Swimming Pool	56,000 Gallons
Parking Lot	
Clubhouse	

The maximum number of Units which may be located within the Condominium at the time any of the above-described Facilities may be constructed will not exceed two hundred thirty (230).

Expansion of Recreational Facilities

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

See Section 9.2 of the Declaration of Condominium for further details.

The Developer reserves the right at any time to provide or expand any of the above-described recreational facilities as the Developer deems appropriate. The consent of the Unit Owners or the Condominium Association shall not be required for any such construction or expansion. The cost of such construction or expansion shall be borne exclusively by the Developer. The Developer is not obligated, however, to so expand the facilities or provide additional facilities.

Leasing of Units

THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.

See Section 17.2 of the Declaration of Condominium for further details.

The Developer has no present intention of engaging in a program of renting or leasing unsold Units, but the Developer reserves the right to do so depending upon market conditions upon such terms as Developer shall approve and as permitted by the Act and the rules promulgated thereunder. In the event any Unit is sold prior to the expiration of the term of a lease (which may occur during an indefinite period), title to such Unit (or Units) will be conveyed subject to the lease (or leases) and purchasers will succeed to the interests of the applicable lessor. If any Unit is sold subject to a lease, a copy of the executed lease will be attached to the Agreement for Sale in accordance with the terms of Florida Statutes, Section 718.503(1)(a)(4). If a Unit has been previously occupied, the Developer will so advise a prospective purchaser, in writing, prior to the time that the purchaser is requested to execute an Agreement for Sale, if required by law.

Management of the Condominium

There is not presently a contract for the management of the Condominium Property. The arrangements for the management, maintenance and operation of the Condominium Property will be made by the Board of Directors of The Preserve at St. Nicholas Condominium (the "Association"). There are currently no management, maintenance or service contracts in effect; however, the Board of Directors of the Association may, in its sole discretion, elect to enter into a contract with any firm, person or corporation for the management, maintenance and repair of the Condominium Property for valuable consideration and upon such terms and conditions as the Board of Directors shall approve without the consent of Unit Owners. If entered into, such maintenance and/or service contracts may be subject to cancellation by the Association and by the Unit Owners directly in accordance with the Section 718.302, Florida Statutes. When the Declaration for this Condominium is filed for record, the Board of Directors of the Association shall be controlled by the Developer.

Transfer of Control of the Associations

The initial officers and directors of the Condominium Association are or will be designees of the Developer.

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE CONDOMINIUM ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.

See Section 718.301, Florida Statutes, and Section 4.16 of the By-Laws of the Association, a copy of which By-Laws is set forth as Exhibit "4" to the Declaration of Condominium.

Section 718.301(1)(a)-(e), F.S. provide as follows:

(1) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(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;

(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) When the developer files a petition seeking protection in bankruptcy;

(f) When a receiver for the developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days after appointment of the receiver that transfer of control would be detrimental to the association or its members;

(g) Seven years after recordation of the declaration of condominium; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after recordation of the declaration creating the initial phase, whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit

owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

Restrictions on Use of Units and Common Elements and Alienability. The following is a summary of certain of the restrictions which affect the Units. The Developer and certain related parties are exempt from many of the restrictions, among others.

Occupancy. Each Unit shall be used as a residence only. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed that permitted by applicable zoning.

Children. Children shall be permitted to be occupants of Units, but are restricted in certain activities. See the Rules and Regulations attached to the By-Laws (Exhibit "4" to the Declaration of Condominium) as Schedule A thereto.

Pet Restrictions. Not more than two (2) domesticated pets (i.e., dog or cat) may be kept in a Unit at any time, and then only if such pet is (i) permitted to be so kept by applicable laws and regulations, (ii) not left unattended on balconies or in lanai areas, (iii) only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes and attended by an adult and on a leash not more than six (6) feet long, (iv) generally, not a nuisance to residents of other Units and (v) under fifty pounds (50 lb.) or seventy pounds (70 lb.) collectively between the two pets. No pets shall be maintained in any storage area, and/or parking areas, if any. In no event shall said dog or cat ever be allowed to be walked or taken on or about any recreational facilities contained within the Condominium Property.

Alterations. No Unit Owner shall cause or allow improvements or physical or structural changes to any such Unit, Limited Common Elements appurtenant thereto, Common Elements or Association Property, including, but not limited to, installing or altering any electrical wiring or plumbing systems, installing television antenna, machinery, or air-conditioning units or in any manner changing the appearance of any portion of the Building, without obtaining the prior written consent of the Association. Curtains or drapes (or linings thereof) which face the exterior windows or glass doors of Units shall be white or off-white in color and shall be subject to disapproval by the Association, in which case they shall be removed and replaced with acceptable items.

Use of Common Elements and Association Property. The Common Elements and Association Property shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. In that regard, each purchaser understands and agrees that it is the intention of the Developer that the stairwells of the Building are intended for ingress and egress in the event of emergency only, and as such are constructed and left unfinished solely as to be functional for said purpose, without regard to the aesthetic appearance of said stairwells. Similarly, the garage, if any, and utility pipes serving the condominium are intended solely for functional purposes, and as such will be left unfinished without regard to the aesthetic appearance of same. The foregoing is not intended to prohibit the use of the stairwells, garage, if any, and utility pipes for any other purpose. In order to enhance the ambiance of the main lobby, all Unit Owners, guests, residents and invitees are prohibited from

entering the lobby, or any area visible from the lobby, in bathing attire, or without shoes, shirt or other appropriate attire.

Nuisances. No nuisances shall be allowed on the Condominium or Association Property, nor shall any use or practice be allowed which is a source of annoyance to occupants of Units or which interferes with the peaceful possession or proper use of the Condominium and/or Association Property by its residents, occupants or members. No activity specifically permitted by the Declaration shall be deemed a nuisance. No improper, offensive, hazardous or unlawful use shall be made of the Condominium or Association Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. See Sections 17.6 and 17.7 of the Declaration and the Rules and Regulations set forth in Exhibit 6 to the Declaration of Condominium.

Leases. No portion of a Unit (other than an entire Unit) may be rented. All leases shall be in writing and shall provide that the Association shall have the right (a) to terminate the lease upon default by the tenant in observing any of the provisions of the Declaration, the Articles of Incorporation or By-Laws of the Association, or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association, and (b) to collect all rental payments due to the Owner and apply same against unpaid Assessments if, and to the extent that, the Unit Owner is in default in the payment of Assessments. Leasing of Units shall also be subject to the prior written approval of the Association and the Association may deny permission to lease any Unit on any reasonable grounds the Association may find, including, without limitation, because the lessor is delinquent in the payment of Assessments to the Association or has any outstanding fine. Every lease of a Unit shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration (and all Exhibits hereto) and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease). The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and a fine or fines may be levied against the Unit therefor. All leases are hereby made subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease. Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes. NO LEASE OF A UNIT SHALL BE FOR A PERIOD OF LESS THAN TWO (2) MONTHS WITH A MAXIMUM OF TWO (2) LEASES PER YEAR FOR EACH UNIT. Units may be transferred subject to existing leases which have been approved by the Association in accordance with this provision and other applicable provisions of this Declaration.

Weight and Sound Restriction. Unless installed by the Developer or otherwise first approved by the Board, hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like will be permitted only in foyers, kitchens and bathrooms. All other areas are to receive sound absorbent, less dense floor coverings, such as carpeting. Use of a hard and/or heavy surface floor covering in any other location must be submitted to and

approved by the Board of Directors and also meet applicable structural requirements. Also, the installation of any improvement or heavy object must be submitted to and approved by the Board; and be compatible with the overall structural design of the building. The Board of Directors may require a structural engineer to review certain of the proposed improvements, with such review to be at the Owner's sole expense. The Board will have the right to specify the exact material to be used on balconies. Any use guidelines set forth by the Association shall be consistent with good design practices for the waterproofing and overall structural design of the Building. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations. Applicable warranties of the Developer, if any, shall be voided by violations of these restrictions and requirements. Each Owner agrees that sound transmission in a high-rise building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from sound transmission.

Hurricane Shutters. The Board of Directors shall, from time to time, establish hurricane shutter specifications which comply with the applicable building code, and establish permitted colors, styles and materials for hurricane shutters. The Association shall approve the installation or replacement of hurricane shutters conforming to the Board's specifications. All shutters shall remain open unless and until a storm watch or storm warning is announced by the National Weather Center or other recognized weather forecaster. A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage; and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association. Each Unit Owner, by acceptance of a deed or other conveyance of a Unit, shall be deemed to have recognized and agreed that the Developer has provided to the Association hurricane high impact windows for those portions of the Building requiring hurricane high impact windows in accordance with the applicable building codes in effect at the time that the permits for the building were obtained. The Association shall be solely responsible for the installation of hurricane shutters from time to time and the costs associated therewith shall be deemed a part of the Common Expenses of the Condominium that are included in the Assessments payable by Unit Owners. The obligations of the Association assumed hereby shall include, without limitation, development of appropriate plans to allow for the timely installation of the shutters, and all obligations with respect to the repair, replacement and/or upgrade of the shutters. Developer shall have no obligations with respect to the installation of true shutters, and/or for the repair, replacement and/or upgrade of the shutters.

Recorded Agreements. The use of the Units, the Condominium Property and the Association Property shall at all times comply with all restrictions, covenants, conditions, limitations, agreements, reservations and easements now or hereafter recorded in the public records.

For these and other restrictions upon the use of Units and Common Elements, reference should be made to all Exhibits contained in this Prospectus (particularly Sections 17 of the Declaration, the Rules and Regulations attached to the Declaration of Condominium as Exhibit 6 in addition to the specific references noted.

THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.

See Section 17.2 of the Declaration of Condominium attached as Exhibit "A" hereto for further information.

Utilities and Certain Services

Utilities and certain other services will be furnished to the Condominium as follows:

a. Water supply, waste and sewage disposal shall be supplied to the Condominium by the Jacksonville Electric Authority. Storm drainage is accomplished by a private system of natural and artificial percolation and run-off. The water and sewer bill, as well as waste and sewage disposal, shall be treated as a common expense and paid by the unit owners in their maintenance fees.

b. Electrical services shall be supplied to the Condominium by Jacksonville Electric Authority. Each Unit Owner shall be responsible for obtaining their own electric service which expenses shall be paid solely by each individual Unit Owner.

c. Trash removal services shall be supplied to the Condominium by a private waste company approved by the Association. This expense shall be treated as a common expense and paid by the unit owners in their maintenance fees.

d. Telephone service to the Units is available by Deltacom/Earthlink. Each Unit Owner shall be responsible for obtaining their own telephone service which expenses shall be paid solely by each individual Unit Owner.

It is contemplated (but not a certainty) that the Association may enter into a bulk service agreement for the provision of access control services, internet access service and cable and/or satellite television services. Purchaser agrees to be bound by any such bulk service agreement and to sign an individual subscriber agreement to the extent required by the bulk agreement. Purchaser also understands and agrees that it is an industrywide practice for the providers of internet access service and cable and/or satellite television services to pay the Developer an installation, access and/or pre-wiring fee. Purchaser recognizes this practice and by acquiring a Unit agrees that Developer is entitled to such fees and may retain such fees for its own account, notwithstanding that the Association shall otherwise assume all of the financial burdens of any such bulk service agreements.

Apportionment of Common Expenses and Ownership of the Common Elements

The Owner(s) of each Unit will own an undivided interest in the Common Elements of the Condominium and Common Surplus of the Condominium Association and shall be obligated for a proportionate share of the Common Expenses. Generally speaking, the Common Elements consist of all parts of the Condominium Property not included in the Units. The Common Expenses include all expenses and assessments properly incurred by

the Association for the Condominium which are to be shared by the Unit Owners, including, without limitation, (a) the costs of maintaining, operating and insuring the Common Elements of the Condominium, (b) the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract; (c) if applicable, costs relating to reasonable transportation services, insurance for directors and officers, road maintenance and operation expenses, in-house and/or interactive communications and surveillance systems; (d) the real property taxes, Assessments and other maintenance expenses attributable to any Units acquired by the Association; (d) any unpaid share of Common Expenses or Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure, and (e) any lease; payments required under leases for mechanical equipment, including without limitation, leases for recycling equipment, as it is intended that any such recycling equipment be leased rather than owned. Each Unit's percentage interest in the Common Elements and Common Surplus and percentage share of the Common Expenses will be as set forth in Exhibit "3" to the Declaration, same having been computed based upon the relative sizes of the Units.

Closing Expenses: The Agreement for Sale: Escrow Deposits

At the time of closing of title, the purchaser will pay (i) the costs of officially recording the deed; (ii) documentary stamp taxes; (iii) the premium on the owner's title insurance policy based upon the promulgated title insurance rate.

At the time of closing, the purchaser will also make a contribution to the funds of the Condominium Association in an amount equal to twice the monthly assessment amount in effect on the date of closing (which contribution is not to be credited against regular assessments). This sum shall be deposited in the Association's account for the intended purpose of establishing initial operating funds and working capital and for initial, non-recurring expenses. Notwithstanding the foregoing intent, however, all contributions may be used by the Association for any purpose (including, but not limited to, the reimbursement of the Developer for certain expenses as more particularly described in the subsection hereof entitled "Contracts to be Assigned by Developer"). However, pursuant to section 718.116(9)(b), F.S., and rule 61B-22.004(4)(b), F.A.C., no funds, including capital contributions or startup funds, receivable from unit purchasers and payable to the association or collected by the developer on behalf of the association shall be used for payment of common expenses prior to the expiration of the period during which the developer is excused from payment of assessments pursuant to section 718.116(9)(a), F.S.

Additionally, purchaser agrees to reimburse Developer and/or Developer's closing agent the aggregate sum of \$795.00, for the agent's title examination, title update and closing services relating to acting as the closing agent and in coordinating with Purchaser, Purchaser's Lender (if applicable) and Developer.

Each purchaser is also obligated to pay at closing a reimbursement to Developer for additional charges incurred in connection with coordinating closing with purchaser and/or purchaser's lender, including, without limitation, charges for messenger expenses, long distance telephone calls, photocopying expenses, telecopying charges and others.

Expenses relating to the purchaser's Unit (for example, taxes and governmental assessments and current maintenance assessments due the Condominium Association) will

be apportioned between the Developer and the purchaser as of closing. However, payments or credits for tax proration will not be made until the actual tax bill is received by the Purchaser. If the Developer permits a closing to be rescheduled from the originally scheduled closing date at the request of a purchaser, such purchaser shall pay to the Developer, at the time of rescheduling, a late closing charge in such amount as the Developer may determine within its sole discretion. In addition, all closing proration shall be made as of the originally scheduled closing date. Developer is not obligated to consent to any such delay.

All purchasers obtaining a mortgage also will pay any "points", origination fees, appraisal fees, prepaid interest due, lender's title insurance premiums, and all other charges the lender and/or closing agent may charge at closing, and if required, an amount to be determined by the lender to establish an escrow for payment of real estate taxes and other charges relating to the Unit and any private mortgage insurance premiums, if applicable. Notwithstanding any of the references in this paragraph to coordinating closing with any lender that Purchaser may elect to obtain, nothing herein shall be deemed to make this Agreement, or Purchaser's obligations under this Agreement, conditional or contingent in any manner on Purchaser obtaining a loan to finance any portion of the Purchase Price; it being the agreement of Purchaser that Purchaser shall be obligated to close "all cash".

Each purchaser shall reimburse the Developer for any utility, cable or interactive communication deposits or hook-up fees which Developer may have advanced prior to closing for the Unit. The amount of this charge is now unknown.

The Developer is not obligated to provide a purchaser with a title opinion or an abstract of title. An owner's title insurance policy, however, will be provided to a purchaser, at Purchaser's expense as provided herein, by Mellinger, LLP, as agent for Fidelity National Title Insurance Company after closing. In the event that any closing expense described above is not fixed as to the dollar amount thereof, such dollar amount is, as of the effective date of this Prospectus, unknown.

The form of Purchase Agreement set forth as Exhibit "C" hereto may be modified in any manner in any particular, case or cases without the consent of any other purchaser or Unit Owner. The modification of any such Agreement or Agreements shall not vest any purchaser or Unit Owner whose Agreement was not so modified with any rights of any sort. Deposits under the Purchase Agreement will be held in accordance with the Purchase Agreement and the terms of the Escrow Agreement attached hereto as Exhibit "D".

The Condominium has been created by converting a previously existing residential complex, and, accordingly, the some Improvements have been previously occupied. In connection with the conversion, please refer to and review the following:

- (a) A copy of the conversion inspection report prepared by Velcon Group, Inc. attached hereto as Exhibit "I" and made a part hereof, which discloses the condition of the condominium improvements.

- (b) A copy of the termite inspection report prepared by a Florida licensed pest operator, which report is attached hereto as Exhibit "J" and made a part hereof.

Notwithstanding that this Condominium is a conversion of previously occupied premises, Developer has elected to warrant the Improvements solely to the extent provided in Section 718.618, Florida Statutes. Except only for those warranties provided in Section 718.618, Florida Statutes (and only to the extent applicable and not yet expired), to the maximum extent lawful, the Developer hereby disclaims any and all and every express or implied warranties, whether established by statutory, common, case law or otherwise, as to the design, construction, sound and/or odor transmission, existence and/or development of mold, mildew, toxins or fungi, furnishing and equipping of the Condominium property, including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans, all warranties imposed by the statute (other than those imposed by Section 718.618, Florida Statutes, only to the extent applicable and not yet expired) and all other express and implied warranties of any kind or character. The Developer has not yet given and purchaser has not relied on or bargained for any such warranties. Each purchaser recognizes and agrees that the Units and the Condominium are not new construction. Each purchaser shall be deemed to represent and warrant to the Developer that in deciding to acquire the Unit, the Unit Owner relied solely on such Unit Owner's independent inspection of the Unit and the Condominium as well as the conversion inspection report included in the Prospectus. Purchaser has not received nor relied on any warranties and/or representations from the Developer or its agents of any kind, other than as expressly provided herein.

As to any implied warranty which cannot be disclaimed entirely, all secondary, incidental and consequential damages are specifically excluded and disclaimed by the Developer (claims for such secondary, incidental and consequential damages being clearly unavailable in the case of implied warranties, which are disclaimed entirely above).

Sales Commissions

The Developer will pay the sales commissions, if any, of the on-premises sales agents employed by Developer in connection with the sale of the Units. The purchaser will be responsible for the commission of any other broker or salesman with whom purchaser may have dealt, unless Developer otherwise agrees in writing.

Identity of Developer

The Preserve at St. Nicholas Investments LLC, a Florida limited liability company, is the Developer of the Condominium. The Managers and Members of The Preserve at St. Nicholas Investments L.L.C., a Florida limited liability company, are Diego Besga, Alejandro S. Atar and Christian Finkelberg. Christian Finkelberg has been a real estate developer in the South Florida region since 1999. Mr. Finkelberg was involved in the development of several development projects throughout Broward County and Martin County. The Preserve at St. Nicholas Investments LLC is a relatively newly formed limited liability company which was formed for the purpose of developing this Condominium. It had not previously engaged in condominium development or other real estate development.

The information provided above as to Christian Finkelberg is given solely for the purpose of complying with Section 718.504(23), Florida Statutes, and is not intended to create or suggest any personal liability on the part of Christian Finkelberg.

Contracts to be Assigned by Developer

Upon or before closing of title to the first Unit, Developer shall assign to the Association all of Developer's right, title and interest in and to all contracts relating to the provision of utility, insurance and other services to the Condominium, and from and after such date, all benefits and burdens thereunder shall accrue and apply to Association. The Developer shall be entitled to be reimbursed for all deposits, prepaid premiums, rentals and other consideration paid by the Developer to such insurers, contractors and utility companies, pro-rated as of the date of closing for each Unit, except that utility deposits will be reimbursed in full without proration.

Estimated Operating Budget

Attached hereto as Exhibit "B" is the Estimated Operating Budget for the Condominium Association. Purchaser understands that the Estimated Operating Budget provides only an estimate of what it will cost to run the Association during the period of time stated in the Budget. The Budget is not guaranteed to accurately predict actual expenditures.

Guarantee

Subject to the conditions hereinafter set forth, Developer grants each Unit owner in the Condominium, a guarantee for a period of one (1) year following the date on which the Developer closes title to the first condominium unit sold hereunder (hereinafter referred to as "Guarantee Period") guaranteeing that the Assessments for the Common Expenses payable by the Unit Owners shall not, during the Guarantee Period, increase over the following amounts:

<u>UNIT</u>	<u>UNIT TYPE</u>	<u>MONTHLY MAINTENANCE (with reserves)</u>
See Schedule AA		\$369.91
See Schedule AB		\$446.65
See Schedule AC		\$284.54

Easements Located or to be Located on the Condominium Property: Disclaimer re: Parking and Storage Areas

In addition to the various easements to be provided for in the Declaration of Condominium attached hereto as Exhibit "A", the Condominium Property may be made subject to easements in favor of various public or private utilities. Any easement in favor of a public or private utility or similar company or authority may be granted by the Developer or the Association on a "blanket" basis or by use of a specific legal description. See the

Section hereof entitled "Utilities and Certain Services" for the names of the suppliers of certain utilities to the Condominium.

In addition to the easements provided for in the Declaration of Condominium and those described above, each purchaser is hereby advised of the following:

The Condominium Property may also be subject to: (i) an easement for pedestrian ingress and egress over and across the sidewalk on the southern boundary of the Condominium Property; (ii) an easement on the southern boundary of the Condominium Property for public pedestrian and vehicular ingress and egress, and the installation of cables, wires, and pipes for public utilities or cable or communications purposes; (iii) an easement in favor of the applicable utility or service providers for the maintenance, repair and replacement of the installations described in (ii) above; and (iv) an easement on the Condominium Property for: (a) installation of cables, wires, and pipes for public utilities or cable or communications purposes, and (b) the maintenance, repair and replacement of such installations.

For more details, refer to the Declaration of Condominium. The easements provided for in the Declaration of Condominium and the Florida Condominium Act are not summarized here.

Each purchaser is hereby advised, and shall be deemed to agree, that certain ground level improvements, which may include, storage spaces, and a portion of the parking garage are located below the federal flood plain, and, accordingly, in the event of flooding, any automobiles and/or personal property stored in any affected storage space, and/or parking space and/or parking garage are susceptible to water damage. Additionally, insurance rates, both for the association in insuring the parking garage, and storage areas, and for owners, may be higher than if the garage, and/or storage areas were above the federal flood plain. By acquiring title to, or taking possession of, a unit, or accepting the assignment of any parking and/or storage space, each purchaser, for himself and his tenants, guests and invitees, expressly assumes any responsibility for loss, damage or liability resulting therefrom.

Radon

Under the laws of the State of Florida, each prospective purchaser is hereby advised that radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. The foregoing notice is provided in order to comply with state law and is for informational purposes only. Developer does not conduct radon testing with respect to the Condominium and specifically disclaims any and all representations or warranties as to the absence of radon gas or radon producing conditions in connection with the Condominium.

Evidence of Ownership

A copy of the Warranty Deed for the property which is intended to be developed as the Condominium is attached as Exhibit "E" to this Prospectus is evidence of the Developer's contractual interest in the Condominium Property.


General

The foregoing is not intended to present a complete summary of all of the provisions of the various documents referred to herein, but does contain a fair summary of certain provisions of said documents. Statements made as to the provisions of such documents are qualified in all respects by the content of such documents.

Definitions

The definitions set forth in the Declaration of Condominium shall be applicable to this Prospectus, unless otherwise specifically stated or unless the context would prohibit.

Effective Date

This Prospectus is effective  2012.

**SCHEDULE "A" TO PROSPECTUS
THE PRESERVE AT ST. NICHOLAS CONDOMINIUM**

Unit Numbers per Type and Building Information below:

Units in Building A:

Units Types:	Unit #'s
A 2 Bedrooms 2 Baths	A-01, A-03, A-04, A-06, A-08, A-09, A-11, A-12, A-13, A-14, A-15, A-16, A-17, A-18, A-19, A-20, A-21, A-22, A-23, A-24
B 3 Bedrooms 2 Baths	A-02, A-05, A-07, A-10

Units in Building B:

Units Types:	Unit #'s
A 2 Bedrooms 2 Baths	B-02, B-04, B-06, B-07, B-09, B-11, B-12, B-13, B-14, B-10, B-15, B-16, B-17, B-18, B-19, B-20
B 3 Bedrooms 2 Baths	B-01, B-03, B-05, B-08

Units in Building C:

Units Types:	Unit #'s
A 2 Bedrooms 2 Baths	C-01, C-03, C-04, C-06, C-08, C-09, C-11, C-12, C-13, C-14, C-15, C-16, C-17, C-18, C-19, C-20
B 3 Bedrooms 2 Baths	C-02, C-05, C-07, C-10

Units in Building D:

Units Types:	Unit #'s
A 2 Bedrooms 2 Baths	D-01, D-02, D-03, D-04, D-05, D-07, D-08, D-10, D-12, D-13, D-15, D-16, D-17, D-19, D-20, D-22
B 3 Bedrooms 2 Baths	D-06, D-09, D-11, D-14, D-18, D-21

Units in Building E:

Units Types:	Unit #'s
A 2 Bedrooms 2 Baths	E-01, E-03, E-05, E-06, E-07, E-09, E-10, E-12, E-13, E-14, E-15, E-16, E-17, E-18, E-19, E-20
B 3 Bedrooms 2 Baths	E-02, E-04, E-08, E-11

Units in Building F:

Units Types:	Unit #'s
A 2 Bedrooms 2 Baths	F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09, F-10, F-12, F-13, F-16, F-17, F-19, F-20, F-21, F-22, F-23, F-24, F-25, F-26, F-27, F-28
B 3 Bedrooms 2 Baths	F-11, F-14, F-15, F-18

Units in Building G:

Units Types:	Unit #'s
A 2 Bedrooms 2 Baths	G-01, G-03, G-04, G-06, G-08, G-09, G-10, G-12
B 3 Bedrooms 2 Baths	G-02, G-05, G-07, G-11

Units in Building H:

Units Types:	Unit #'s
A 2 Bedrooms 2 Baths	H-08, H-09, H-11, H-12
B 3 Bedrooms 2 Baths	H-01, H-02, H-03, H-04, H-05, H-06, H-07, H-10

Units in Building J:

Units Types:	Unit #'s
A 2 Bedrooms 2 Baths	J-01, J-03, J-05, J-08, J-09, J-12, J-13, J-14, J-15, J-16, J-17, J-20
B 3 Bedrooms 2 Baths	J-02, J-04, J-07, J-11

Units in Building K:

Units Types:	Unit #'s
A 2 Bedrooms 2 Baths	K-01, K-03, K-05, K-06, K-08, K-09, K-10, K-12, K-13, K-14, K-15, K-16, K-17, K-18, K-19, K-20
B 3 Bedrooms 2 Baths	K-02, K-04, K-07, K-11

Units in Building L:

Units Types:	Unit #'s
C	L-01, L-02, L-03,
1 Bedroom	L-04, L-05, L-06,
1 Bath	L-07, L-08, L-09,
	L-10, L-11, L-12,
	L-13, L-14, L-15,
	L-16

Units in Building M:

Units Types:	Unit #'s
C	M-01, M-04,
1 Bedroom	M-05, M-08,
1 Bath	M-09, M-12,
	M-13, M-16

This instrument prepared by,
and after recording return to:
Alex D. Sirulnik, Esq.
Alex D. Sirulnik, P.A.
2701 Ponce De Leon Blvd. Suite 202
Coral Gables, FL 33134

DECLARATION OF CONDOMINIUM
OF
THE PRESERVE AT ST NICHOLAS, A CONDOMINIUM

The Preserve at St. Nicholas Investments LLC, a Florida limited liability company, hereby declares:

1. Introduction and Submission.

1.1 The Land. The Developer owns the fee simple title to certain land located in Duval County, Florida, as more particularly described in **Exhibit "1"** annexed hereto (the "Land").

1.2 Submission Statement. The Developer hereby submits the property described in Exhibit "1" annexed hereto, including all improvements erected or to be erected thereon and therein (but excluding all public or private utility installations, e.g., cable television and/or other receiving or transmitting lines, antennae or equipment therein or thereon) to the condominium form of ownership and use in the manner provided for in the Act, as hereafter defined. Without limiting any of the foregoing, no property located outside of the boundaries of the Condominium as described in **Exhibit "1"** annexed hereto, shall for any purposes be deemed part of the Condominium or shall be subject to the jurisdiction of the Association, the operation and effect of the Act or any rules or regulations promulgated pursuant thereto. Notwithstanding anything to the contrary in this Declaration, the Developer hereby reserves and retains unto itself, and its successors and assigns, all right, title and ownership of and over the air space above and around the buildings now or hereafter constructed within the Condominium, extending vertically into infinity, any and all unused development rights and interests relating to the Land, whether now existing or hereafter created, including (without limitation) any and all severable or transferable density allocations and use rights, and the unconditional right to transfer such rights to other properties, without the consent or joinder of any other party; provided, however, that the Association and each Unit Owner shall execute and deliver all documents necessary or desirable to effectuate the purpose and intent of the foregoing provision. The foregoing reserved rights and interests shall not for any purposes be deemed part of the Condominium and shall not be subject to the ownership or jurisdiction of the Association. Neither the Land nor any of the Units, shall be within a Multi-condominium.

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1.3 Name. The name by which this condominium is to be identified is **The Preserve at St. Nicholas**, a Condominium (hereinafter called the "Condominium").

2. Definitions.

In addition to terms defined elsewhere in this Declaration, the following terms when used in this Declaration and in its Exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

- 2.1 "Act" means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof and as it may be hereafter renumbered.
- 2.2 "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Association, as amended from time to time.
- 2.3 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time are assessed against a Unit Owner.
- 2.4 "Association" or "Condominium Association" means The Preserve at St. Nicholas Condominium Association, Inc., a Florida corporation not-for-profit, the entity responsible for the operation of the Condominium.
- 2.5 "Association Property" means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to, the Association for the use and benefit of its members.
- 2.6 "Board" or "Board of Directors" means the board of directors and the members of the board of directors, from time to time, of the Association.
- 2.7 "Building" means the structures in which the Units are located.
- 2.8 "By-Laws" mean the By-Laws of the Association, as amended from time to time.
- 2.9 "Charges" mean the funds required for the payment of expenses, interest, costs, and/or attorneys' fees, other than Common Expenses, which from time to time are charged to a Unit Owner (but not necessarily against all Unit Owners).
- 2.10 "Committee" means a group of members of the Board or Unit Owners, or members of the Board and Unit Owners, appointed by the Board, or by a member of the Board, to make recommendations to the Board or to take action on behalf of the Board.
- 2.11 "Common Elements" mean and include:
 - (a) The portions of the Condominium Property which are not a part of or included within the Units;
 - (b) Nonexclusive easements through the Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to the Units and to the Common Elements;

- (c) An easement of support in every portion of a Unit which contributes to the support of the Building;
 - (d) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements; and
 - (e) Any other parts of the Condominium Property designated as Common Elements in this Declaration.
- 2.12 "Common Expenses" mean all expenses incurred by the Association for the operation, maintenance, repair, replacement or protection of the Condominium Property, the costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as a Common Expense by the Act, this Declaration, the Articles or the Bylaws. For all purposes of this Declaration, "Common Expenses" shall also include: (i) all expenses incurred by the Association for the maintenance, repair or replacement of those portions of the Units for which it is responsible pursuant to Section 7.1 of this Declaration; (ii) all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended; (iii) if applicable, the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract; (iv) if applicable, costs relating to reasonable transportation services, insurance for directors and officers, road maintenance and operation expenses, in-house communications and surveillance and restricted access systems which are reasonably related to the general benefit of the Unit Owners; (v) Limited Common Expenses; and (vi) any unpaid Assessments extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof.
- 2.13 "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, but excluding funds collected for reserves, over the amount of Common Expenses.
- 2.14 "Condominium Parcel" means a Unit together with the Limited Common Elements appurtenant to said Unit and the undivided share in the Common Elements which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.
- 2.15 "Condominium Property" means the Land, Improvements and other property described in Section 1.2. hereof, subject to the limitations thereof and exclusions therefrom.
- 2.16 "County" means the County of Duval, State of Florida.
- 2.17 "Declaration" or "Declaration of Condominium" means this instrument and all Exhibits attached hereto, as the same may be amended from time to time.
- 2.18 "Developer" means The Preserve at St. Nicholas Investments, LLC, a Florida limited liability company, its successors and such of its assigns as to which the rights of Developer hereunder may be specifically assigned. Developer may assign all or any portion of its rights hereunder, or all or any portion of such rights

in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a nonexclusive basis. In the event the holder of any mortgage executed by the Developer, or any subsidiary or affiliate of the holder, obtains title to all or any portion of the Condominium Property by foreclosure, or deed in lieu thereof, or other conveyance, such holder, or subsidiary or affiliate of the holder, shall become the Developer only if it so elects by written notice to the Board, except as otherwise provided by the Act or the rules promulgated thereunder, but regardless of such election the holder, or subsidiary or affiliate of the holder, shall have the right to assign any of the rights of the Developer as provided herein to any third party who acquires title to all or a portion of the Condominium Property from the holder, or subsidiary or affiliate of the holder. In any event, any subsequent Developer shall not be liable for any defaults or obligations incurred by any prior Developer, except as same are expressly assumed by the subsequent Developer. The rights of Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board or the Association upon the control of the Association.

- 2.19 "Dispute", for purposes of Section **Error! Reference source not found.**, means any disagreement between two or more parties that involves: (a) the authority of the Board under any law, rule or regulation or under this Declaration, the Articles or the By-Laws to: (i) require any Owner to take any action, or not to take any action, involving that Owner's Unit; or (ii) alter or add to a Common Area or Common Element; or (b) the failure of the Association, when required by law, rule or regulation or this Declaration, the Articles or By-Laws to: (i) properly conduct elections; (ii) give adequate notice of meetings or other actions; (iii) properly conduct meetings; or (iv) allow inspection of books and records. "Dispute" shall not include any disagreement that primarily involves: title to any Unit, Limited Common Elements or Common Elements; the interpretation or enforcement of any warranty; the levy of a fee or Assessment, or the collection of an Assessment levied against a party; the eviction or other removal of a tenant from a Unit; alleged breaches of fiduciary duty by one or more directors of the Association; or claims for damages to a Unit based upon an alleged failure of the Association to maintain the Common Elements or Condominium Property.
- 2.20 "Division" means the Division of Florida, Condominiums, Time Shares and Mobile Homes, of the Department of Business and Professional Regulation, or its successor.
- 2.21 "Electronic Transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmissions of images, and text that is sent via electronic mail between computers.

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- 2.22 "Improvements" shall mean all structures and artificial changes to the natural environment (exclusive of landscaping) located on and in the Condominium Property, including, but not limited to, the Building.
- 2.23 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagees of Units to which at least fifty-one percent (51%) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are appurtenant. BRT Realty Trust is currently an Institutional First Mortgagee.
- 2.24 "Life Safety Systems" mean those emergency lighting, audio and visual signals, security systems and sprinkler and smoke detection systems which have been installed in the Building, both within and without the Units, pursuant to the requirements of the applicable governmental authority having jurisdiction over same. All such Life Safety Systems, together with all conduits, wiring, electrical connections and systems related thereto, shall be Common Elements.
- 2.25 "Limited Common Elements" mean those Common Elements, the exclusive use and enjoyment of which is reserved to the Owners and occupants of a certain Unit or Units to the exclusion of the Owners and occupants of other Units, as specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or unless otherwise expressly provided.
- 2.26 "Turnover" means the date the Developer no longer has the right to elect or appoint a majority of the Board of Directors at which time the Unit Owners shall assume control of the Association.
- 2.27 "Unit" or "Units" mean those portions of the Condominium Property which are subject to exclusive ownership.
- 2.28 "Unit Owner" or "Owner of a Unit" or "Owner" means a record owner of legal title to a Condominium Parcel.

3. Description of Condominium.

- 3.1 Identification of Units. Each Unit is identified by a separate numerical or alpha-numerical designation. The designation of each of such Units is set forth on **Exhibit "2"** attached hereto. **Exhibit "2"** consists of a survey of the Land, a graphic description of the Improvements located thereon, including, but not limited to, the Building, and a plot plan thereof. Said **Exhibit "2"**, together with this Declaration, is sufficient in detail to identify the Common Elements, Limited Common Elements and each of the Units and their relative locations and dimensions. There shall pass with the Units as appurtenances thereto (a) an undivided share in the Common Elements and Common Surplus as set forth herein; (b) the exclusive right to use such portion of the Common Elements and

Limited Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) any other appurtenances as may be provided by this Declaration.

3.2 Unit Boundaries. Each Unit shall include that part of the Building that lies within the following boundaries:

- (a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:
- (i) Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling (which will be deemed to be the ceiling of the top story of the Unit if the Unit contains more than one story), provided that in multi-story Units, if any, where the lower boundary extends beyond the upper boundary, the upper boundary shall include that portion of the ceiling of the lower floor for which there is no corresponding ceiling on the upper floor directly above such bottom floor ceiling.
 - (ii) Lower Boundaries. The horizontal plane of the unfinished upper surface of the floor of the Unit (which will be deemed to be the floor of the first story of the Unit if the Unit is a multi-story Unit); provided that in multi-story Units, if any, where the upper boundary extends beyond the lower boundary, the lower boundary shall include that portion of the floor of the upper floor for which there is no corresponding floor on the bottom floor directly below the floor of such top floor.
 - (iii) Interior Divisions. Except as provided in subsections (i) and (ii) above, no part of the floor of the top floor, ceiling of the bottom floor, stairwell adjoining the floors of a multi-floor Unit, or nonstructural interior walls shall be considered a boundary of the Unit.
 - (iv) Boundaries Further Defined. The boundaries of the Unit shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or inner surfaces of the ceilings of each Unit and, further, shall not include those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions and, further, shall exclude all pipes, ducts, wires, conduit, Community

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Systems and other facilities running through any interior wall or partition for utility services to other Units and/or for Common Elements. No part of the interior non-boundary walls within a Unit shall be considered a boundary of the Unit.

- (v) Notwithstanding anything to the contrary contained herein, no post tension wiring contained in the Building shall be considered a part of a Unit. All such wiring is essential to the structure and support of the Building and shall be deemed Common Elements of the Condominium and may not be disturbed or altered without the prior written consent of the Board.
- (b) Perimetrical Boundaries. The perimetrical boundaries of the Units shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.
- (c) Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, bay windows and skylights, such boundaries shall be extended to include the windows, doors and other fixtures located in such apertures, including all frameworks, window casings and weather stripping thereof, together with exterior surfaces made of glass or other transparent materials; provided, however, that the exteriors of doors facing interior Common Element hallways shall not be included in the boundaries of the Unit and shall be Common Elements.
- (d) Exceptions and Conflicts. In the case of any conflict between the boundaries of the Unit as above described and the dimensions of the Unit shown on **Exhibit "2"**, the above provisions describing the boundary of a Unit shall control, it being the intention of this Declaration that the actual as-built boundaries of the Unit as above described shall control over any erroneous dimensions contained in **Exhibit "2"** attached hereto, and in the event it shall appear that any dimension shown on **Exhibit "2"** attached hereto is erroneous the Developer (so long as it owns any Units) or the President of the Association (after the Developer no longer owns any Units) shall have the right to unilaterally amend this Declaration to correct such survey, and any such amendment shall not require the joinder of any Unit Owner or mortgagee so long as the purpose of the amendment is merely to correct an error and correctly describe the boundaries of a Unit. In the case of Unit boundaries not adequately described as provided above, the survey of the Units contained in **Exhibit "2"** shall control in determining the boundaries of a Unit. In the case of any conflict between the language of this Declaration describing the boundaries of any Unit, and in the language contained on **Exhibit "2"** describing the boundaries of a Unit, the language of this Declaration shall control.
- (e) Notwithstanding anything to the contrary contained herein, no post tension cables and/or rods contained in the Building shall be considered a

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part of a Unit. As such post tension cables and/or rods are essential to the structure and support of the Building, all post tension cables and/or rods shall be deemed common elements and may not be disturbed or altered without the prior written consent of the Association.

3.3 Limited Common Elements. Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto:

- (a) Patios, Balconies and Terraces. Any patio, balcony or terrace (and all improvements thereto and walls facing same) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common Element of such Unit(s). The Association shall be responsible for the maintenance of the structural and mechanical elements of all such Limited Common Elements, with the Owner of the Unit to which they are appurtenant responsible for the general maintenance and appearance of such areas, as well as the insurance of all contents thereon. The approval requirements set forth in Section 9.1 of this Declaration shall be applicable to any proposed improvements to such Limited Common Elements.
- (b) Miscellaneous Areas, Equipment. Any fixtures or equipment (e.g., an air conditioning compressor or hot water heater) serving a Unit or Units exclusively, and any area (e.g., a closet or ground slab) upon/within which such fixtures or equipment are located, which are outside the Unit(s), shall be Limited Common Elements of such Unit(s). The maintenance (and cost) of any such equipment and/or areas so assigned shall be the sole responsibility of the Owner of the Unit(s) to which it is assigned.
- (c) Rooftop Terraces. Rooftop terraces, if any, lying and existing directly above or adjacent to certain Units on the upper floors of the Condominium, shall be a Limited Common Element of the adjacent Unit, as depicted on in **Exhibit "2"** hereto. The Association shall be responsible for the maintenance of the structural and mechanical elements of all such rooftop terraces, and the Owner of the Units to which such rooftop terraces are appurtenant shall be responsible for the general maintenance and appearance of such Limited Common Elements, as well as the insurance of all contents thereon. The cost and expense of such maintenance that is the responsibility of the Association shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners. The approval requirements set forth in Section 9.1 of this Declaration shall be applicable to any proposed improvements to such rooftop terraces.
- (d) Other. Any other portion of the Common Elements which, by its nature, cannot serve all Units but serves one or more Units (i.e., any hallway serving a single Unit or more than one Unit owned by the same Owner) shall be deemed a Limited Common Element of the Unit(s) served. In the event of any doubt or dispute as to whether any portion of the Common

Elements constitutes a Limited Common Element or in the event of any question as to which Units are served thereby, a decision shall be made by a majority vote of the Board of Directors of the Association and shall be binding and conclusive when so made.

- 3.4 Easements. The following easements are hereby created (in addition to any easements created under the Act):
- (a) Support. Each Unit, the Building and the Improvements shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units, the Common Elements, and any other structure or Improvement which abuts any Unit, Building or Improvements.
 - (b) Utility and Other Services; Drainage. Nonexclusive easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable or satellite television, communications and security systems, and other services and drainage in order to serve the Condominium. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable or satellite television, communications and security systems, or other service or drainage facilities or the use of these easements. The Association or its agents shall have an irrevocable right of access to each Unit and to the Limited Common Elements to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications and similar systems, private elevators, air conditioning equipment, hot water heaters, service and drainage facilities, and to Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any improvements interfering with or impairing such facilities or easements herein reserved; provided, such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit and Limited Common Elements, and except in the event of an emergency, entry shall be made on not less than one (1) day's notice (which notice shall not, however, be required if the Unit Owner is absent when the giving of notice is attempted).
 - (c) Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit (or Limited Common Element appurtenant thereto); (b) any Unit (or Limited Common Element appurtenant thereto) encroaches upon any other Unit or upon any portion of the Common Elements; or any encroachment shall hereafter occur as a result of (i) construction of the Improvements; (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of the Association or the Developer, as appropriate; (iv) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements; or (v) any non-purposeful or non-negligent act of a Unit Owner, then, in any such event, a valid easement shall exist for such

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encroachment and for the maintenance of same so long as any such Improvements, shall stand.

- (d) Ingress and Egress. A nonexclusive easement in favor of each Unit Owner and occupant, their guests and invitees, shall exist (i) for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use and (ii) for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.
- (e) Construction and Maintenance. The Developer (including its designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing construction thereof, or any part thereof, or any Improvements or Units located or to be located thereon, and for repair, replacement and maintenance or warranty purposes where the Association fails to do so or where the Developer, in its sole discretion, determines that it is necessary or desirable to do so.
- (f) Sales, Marketing and Development Activities. As long as Developer owns any portion of the property subject to this Declaration, Developer, its designees, successors and assigns, shall have (i) the right to use any Units owned or leased by Developer, and any other part of the Common Elements or Association Property, for guest accommodations, models and sales and construction offices, to show model Units and the Common Elements to prospective purchasers and lessees of Units, and to use Units as guest suites, in the Condominium or in any other Condominium within the property subject to the Declaration, and to erect on the Condominium Property and Association Property signs and other promotional materials to advertise Units for sale or lease; and (ii) such easements over, upon, across and under the Condominium Property as may be reasonably required in connection with the development, construction, decoration, marketing, sale or leasing of any Unit within the Condominium Property, or within any other property owned by the Developer.
- (g) Association Easements. The Association and its agents, employees, contractors and assigns shall have easements to enter onto the Condominium Property and Association Property for the purpose of performing such functions as are permitted or required to be performed by any such associations, including, but not limited to, maintenance, controlled-access activities, if any, fire hose access and enforcement of architectural control and other restrictions. The easements reserved in

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favor of the Association and its agents, employees, contractors and assigns, shall include access easements through all Units and Limited Common Elements to perform exterior maintenance to the Building, including such window washing and painting as the Association may be required to perform, and easements to stage window washing and other maintenance equipment on the Limited Common Elements.

- (h) Support of Adjacent Structures. In the event that any structure(s) is constructed so as to be connected in any manner to the Building, then there shall be (and there is hereby declared) an easement of support for such structure(s) as well as for the installation, maintenance, repair and replacement of all utility lines, pipes, and equipment serving the adjacent structure which are necessarily or conveniently located within the Condominium Property (provided that the use of this easement shall not unreasonably interfere with the structure, operation or use of the Condominium Property, or the Building).

In the event that any structure(s) is constructed so as to be connected in any manner to the Building and/or any improvements constructed upon the Properties, then there shall be (and there is hereby declared) an easement of support for such structure(s) as well as for the installation, maintenance, repair and replacement of all utility lines and equipment serving the adjoining structures which are necessarily or conveniently located within the Condominium Property, the Association Property and/or the Properties.

- (i) Warranty. For as long as Developer remains liable under any warranty, whether statutory, express or implied, for any act or omission of Developer in the development, construction, sale and marketing of the Condominium, then Developer and its contractors, agents and designees shall have the right, in Developer's sole discretion and from time to time, to enter the Common Elements and Units for the purpose of making any necessary inspections, tests, repairs, improvements and/or replacements required for the Developer to fulfill any of its warranty obligations. Failure of the Association or any Unit Owner to grant such access may result in the appropriate warranty being nullified and of no further force or effect. **Nothing herein shall be deemed or construed as the Developer making or offering any warranty, all of which are disclaimed (except to the extent same may not be) as set forth in Section 27 below.**
- (j) Additional Easements. The Developer, so long as it owns any Units in the Condominium, and the Association, through the Board, acting on the Association's behalf and on behalf of all Unit Owners (each of whom hereby appoints the Developer and/or the Association, as applicable, as its attorney-in-fact for this purpose), each shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, security systems, service or drainage easements, or hurricane shutters (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or to relocate any such existing easements or drainage facilities, in any portion of the Condominium Property, and to grant access easements or relocate any

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existing access easements in any portion of the Condominium Property, as the Developer, while in control of the Association, and, thereafter, the Association shall deem necessary or desirable for the proper operation and maintenance of the Units, or any portions thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration; provided, that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.

4. Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appurtenant Limited Common Elements, shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to the Units shall remain undivided, and no action may be brought for partition of the Common Elements, the Condominium Property, or any part thereof, except as provided herein with respect to termination of the Condominium.
5. Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights.
 - 5.1 Percentage Ownership and Shares. The undivided percentage in the Common Elements and Common Surplus, and the share of the Common Expenses, appurtenant to each Unit, is as set forth on **Exhibit "3"** attached hereto.
 - 5.2 Voting. Each Unit shall be entitled to one (1) vote to be cast by its Owner in accordance with the provisions of the By-Laws and the Articles of Incorporation. Each Unit Owner shall be a member of the Association.
6. Amendments. Except as elsewhere provided herein, amendments to this Declaration may be effected as follows:
 - 6.1 By the Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Except as may be elsewhere provided, approvals must be by an affirmative vote representing in excess of 66 2/3% of the voting interests of Unit Owners. Directors not present in person at the meeting considering the amendment may vote by telephone conference, while Unit Owners not present at such a meeting may vote by proxy; provided, that such proxy is delivered to the Secretary of the Association at or prior to the meeting.
 - 6.2 By the Board. Except as elsewhere provided herein or by the Act, the Board of Directors, upon the unanimous vote of all the directors, shall have the right, without the consent of the Unit Owners, to make the following amendments to this Declaration: (i) amendments made to conform to the requirements of any

Institutional First Mortgagee so that such mortgagee will make, insure, or guarantee first mortgage loans on the Units, (ii) amendments required by any governmental authority, or (iii) amendments made to conform with the provisions of this Declaration to any provisions of the Act or any rule promulgated thereunder, or any other applicable statute or regulation now or hereafter adopted or amended; provided, however, that no such amendment shall be effective to impose any additional liability or obligation on the Developer.

- 6.3 Material Amendments. No amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the proportion or percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus (any such change or alteration being a "Material Amendment"), unless the record Owner(s) thereof, and all record owners of mortgages or other liens thereof, join in the execution of the amendment, and unless the record Owners of all other Units approve the Amendment.
- 6.4 Material Alterations or Substantial Additions. The Association shall not make any material alterations or substantial additions to the Common Elements or to real property which is Association Property, without the approval of a majority of the voting interests of the Unit Owners. The installation, replacement and maintenance of approved hurricane shutters, if in accordance with the provisions of this Declaration, shall not be deemed to constitute a material alteration or substantial addition to the appurtenances of the Units, and accordingly, shall not constitute a Material Amendment.
- 6.5 Mortgagee's Consent. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to mortgagees of Units without the consent of 66 $\frac{2}{3}$ % of such mortgagees in each instance. Except as specifically provided herein or if required by FNMA or FHLMC, the consent and/or joinder of any lien or mortgage holder on a Unit shall not be required for the adoption of an amendment to this Declaration and, whenever the consent or joinder of a lien or mortgage holder is required, such consent or joinder shall not be unreasonably withheld.
- 6.6 By the Developer. Notwithstanding anything herein contained to the contrary, as long as the Developer owns any portion of the Condominium Property, this Declaration, the Articles of Incorporation or the By-Laws may be amended by the Developer alone, without requiring the consent of any other party, to effect any change whatsoever, including (without limitation), those changes to Developer-owned Units permitted in Section 10 of this Declaration, but expressly excluding an amendment: (i) to permit time-share estates (which must be approved, if at all, by all Unit Owners and mortgagees on Units); or (ii) to effect a "Material Amendment" (as defined in Section 6.3 above) or (iii) to effect changes or amendments prohibited to be made by the Developer or by the Association pursuant to the Act. No amendment to this Declaration, the Articles or the By-Laws may be adopted by the Association, the Board or any other party which would eliminate, modify, alter, prejudice, abridge or otherwise adversely affect, in any manner, any rights, benefits, privileges or priorities granted or reserved to

the Developer, without the consent of the Developer in each instance which may be withheld in its sole and unfettered discretion.

- 6.7 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association, executed either by the President of the Association or a majority of the members of the Board of Directors, which shall include recording information identifying this Declaration and shall be executed with the same formalities required for the execution of a deed. An amendment of this Declaration is effective when the applicable certificate is properly recorded in the public records of the County. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words inserted in the text shall be underlined; and deleted words shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision ___ for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly adopted amendment.

7. Maintenance and Repairs.

- 7.1 Units and Limited Common Elements. All maintenance, repairs and replacements of, in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or nonstructural, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of screens, windows, the interior side of the entrance door and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment, fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces and the entire interior of the Unit lying within the boundaries of the Unit or the Limited Common Elements or other property belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. The Unit Owner shall also maintain, repair and replace, at its sole cost and expense, all portions of any hurricane shutter(s), including such portion of the Common Elements, if any, to which the hurricane shutter(s) is attached (in the event the hurricane shutter(s) is attached to any Common Element, the Common Element to which the hurricane shutter(s) is attached shall become a Limited Common Element upon the attachment of said hurricane shutter(s), the maintenance, repair and replacement of which shall be the responsibility of the Unit Owner). The Association shall be responsible for the maintenance of the structural and mechanical elements of all such Limited Common Elements, with the Owner of the Unit to which they are appurtenant responsible for the general maintenance and appearance of such areas, as well as the insurance of all contents thereon. The approval requirements set forth in Section 9.1 of this Declaration shall be applicable to any proposed improvements to such Limited Common Elements.

- 7.2 Common Elements. Except to the extent (i) expressly provided to the contrary herein (i.e., as to Limited Common Elements), or (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements (other than Limited Common Elements as provided above) shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners.
- 7.3 Specific Unit Owner Responsibility. The obligation to maintain and repair the following specific items shall be the responsibility of the Unit Owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the Units or are Limited Common Elements:
- (a) Where a Limited Common Element consists of a balcony, terrace, patio or rooftop terrace, if any, the Unit Owner who has the right to the exclusive use of said balcony, terrace, patio or rooftop terrace shall be responsible for the maintenance, care and preservation of the finished surfaces of floors within said areas, if any, the fixed and/or sliding glass door(s) in the entrance way(s) or other portions of said area, if any, the wiring, electrical outlet(s) and fixture(s) thereon, if any, the replacement of light bulbs, if any, and the maintenance care and preservation of such jacuzzi, if any, and all related mechanical equipment and pumps, if any, as well as for the general maintenance and appearance of such areas, and the insurance of all contents thereon. Notwithstanding the foregoing, the Association shall only be responsible for the structural maintenance, repairs and replacement of all such rooftop terraces, balconies, terraces and patios.
 - (b) Except as provided in Section 3.3, any additions, alterations or improvements to Units or Limited Common Elements shall be subject to the consents and approvals required in Section 9.
- 7.4 Reporting to the Association. No Unit Owner shall operate, maintain, repair or replace any portion of the Condominium Property to be operated, maintained, repaired and/ or replaced by the Association, or the Association Property, without first obtaining written approval from the Association. Each Unit Owner shall promptly report to the Association or any applicable management company any defects or need for repairs, maintenance, or replacements, the responsibility for which is that of the Association.
- 7.5 Authorization to Enter. Whenever it is necessary to enter any Unit for the purpose of performing any maintenance, repair or replacement of any Common Elements or any other Unit, or for making emergency repairs necessary to prevent damage to any Common Elements or to any other Unit, the Owner of the Unit shall permit the Association or persons authorized by it to enter the Unit for such purposes; provided, that such entry may be made only at reasonable times and with reasonable advance notice, except that in the case of an emergency no advance notice will be required. Any damage resulting from any such entry shall be a Common Expense, except where such entry is required in order to repair a

Unit, in which event the Unit Owner will be responsible for such damage. To facilitate entry in the event of any emergency, the Owner of each Unit shall deposit a key to the service entry door of such Unit with the Association.

- 7.6 Damage Responsibility. Each Unit Owner and resident shall be liable for any damage to the Common Elements, or any Limited Common Elements, or any other Unit, caused by the Unit Owner or by any resident of his Unit, or by any guest or invitee thereof, or caused by fire, leaking water, or other cause emanating from the Unit Owner's Unit, to the extent the cost of repairing any such damage is not paid by insurance obtained by the Association. Any maintenance, repair or replacement which was necessitated by the failure of a Unit Owner or by any of its family, tenants, guests or invitees, to abide by their obligations hereunder, or was caused by the willful or negligent act of a Unit Owner, its family, tenants, guests or invitees, shall be effected by the Association at said Unit Owner's sole expense and a Charge therefor shall be made against its Unit; and (b) if the Association determines the Unit Owner has failed to abide by its obligations hereunder, and, to the extent necessary to prevent damage to the Common Elements or to any Unit, the Association may, but shall not be obligated to, perform any maintenance, repair or replacement to any portions of a Unit or the Improvements thereon for which the Unit Owner is responsible, at said Unit Owner's sole expense, and a Charge therefor shall be made against such Unit.
- 7.7 Common Elements and Association Property. Except to the extent (i) expressly provided to the contrary herein, or (ii) where proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements (other than those Limited Common Elements to be maintained by the Unit Owners as provided above) and Association Property shall be performed by the Association and the cost and expense thereof shall be assessed to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be a Charge against such Units. No Unit Owner shall operate, maintain, repair or replace any portion of the Condominium Property to be operated, maintained, repaired and/or replaced by the Association, or the Association Property, without first obtaining written approval from the Association. Each Unit Owner shall promptly report to the Association, or to any applicable management company, any defects or need for repair, maintenance, or replacements, the responsibility for which is that of the Association.
- 7.8 Exception for Casualty Damage. Notwithstanding anything in this Section 7 to the contrary, in the event any portion of a Unit, Limited Common Element or Common Element required to be maintained by the Association is damaged or destroyed by fire, hurricane or other casualty covered by property insurance which the applicable Unit Owner maintains and which actually covers such damage or destruction, the Association may require the Unit Owner to be responsible for payment of the costs incurred by the Association in repairing and restoring any such damage.
8. Additions, Improvements or Alterations by the Association. Whenever in the judgment of the Board of Directors, the Common Elements, the Association Property, or any part

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of either, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of \$100,000 in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the Unit Owners represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements or Association Property shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. For purposes of this Section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is required to be made beyond that year.

9. Additions, Alterations or Improvements.

9.1 By Unit Owners/Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to his Unit or to any Limited Common Element, the Common Elements or the Association Property, which alters the exterior appearance thereof, which could in any way affect the structural, electrical, plumbing or mechanical systems of the Building, or which otherwise requires the approval of the Association pursuant to Section 17 of this Declaration, without the prior written consent of the Board of Directors. The Board shall have the obligation to answer any written request by a Unit Owner for approval of any such addition, alteration or improvement within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked, unless the work is not completed within one (1) year from the date of such approval. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Board of Directors, or any officer, agent or Committee thereof, the Developer and all other Unit Owners, harmless from and to indemnify them for, any liability or damage to the Condominium Property and expenses arising therefrom.

Without limiting the generality of the foregoing, any Unit Owner proposing to install any such additions, alterations or improvements within his Unit or the Limited Common Elements shall, if required by the Board of Directors, submit to it a summary of the liability insurance coverage to be obtained for such improvement. From and after the time the installation of the improvement is commenced, and if required by the Board of Directors, the Unit Owner and his heirs, successors and assigns shall at all times maintain such insurance coverage under the same terms and in the same amounts as those originally approved by the Board of Directors. Without limiting the generality of Section 11.2 hereof, neither the Association, the Board of Directors, any Committee, member, director, officer, agent or employee thereof, the Developer or manager nor any of their respective directors, officers, committees, employees,

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contractors, agents or affiliates, shall be liable for any injury or damage caused by any defects, unsafe conditions or other matters arising from the use (be it authorized or unauthorized) of the afore-described improvements, notwithstanding any approvals given by any of the aforesaid parties as to the installation of such improvements. In the event that the foregoing sentence is ultimately held to be unenforceable or otherwise not effective, the Unit Owner, his lessees and/or successors in title shall indemnify and hold harmless the Association, its Board of Directors, and the Developer, and all of their respective directors, committee members, officers, employees, contractors, agents and affiliates, for and from all manners of action, claims, judgments, and other liabilities in any way whatsoever connected with any such improvements contemplated herein. The foregoing insurance and indemnity provisions shall also apply to each Owner and occupant of the applicable Unit other than the Developer even if any such improvement is installed by the Developer.

The Board of Directors shall, from time to time, establish specifications for hurricane shutters and other hurricane protection which comply with the applicable building codes, and shall establish permitted color(s), type(s), style(s), dimension(s), material(s) and installation requirements for hurricane shutters and other hurricane protection. Subject to the provisions hereof, the Association shall approve the installation or replacement of hurricane shutters and other hurricane protection conforming to the Board's specifications.

The Association may condition any such proposed improvement upon, among other things: (i) a reasonable damage deposit being posted with the Association, by the party authorizing work to be done, for protection against damage which may result to the Common Elements or other Units; and/or (ii) a certificate of liability and worker's compensation insurance being provided to the Association, naming the Association as an insured thereunder, as to each party to perform such work.

9.2 Improvements, Additions or Alterations by Developer. Anything to the contrary notwithstanding, the foregoing restrictions of Section 9.1 shall not apply to Developer-owned Units. The Developer shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners, to (a) make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon the rooftop or any Unit owned by it and any Limited Common Elements appurtenant thereto (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the Improvements), or both of them; and (b) expand, alter or add to all or any part of the recreational facilities. Any amendment to this Declaration required by a change made by the Developer pursuant to this Section 9.2 shall be adopted in accordance with Section 16.7 and Section 10 of this Declaration. To the extent that an amendment hereunder changes the configuration or size of any Unit in any material fashion, materially alters or modifies the appurtenances to the Unit or changes the proportion or percentage by which the Owner of the Unit shares the Common Expenses or owns the Common Surplus, such an amendment shall require the consent of the record Owner of the Unit, all record owners of liens on the affected Unit, and all the record Owners of all other Units, unless it is required by any governmental entity.

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- 9.3 Life Safety Systems. Neither any Unit Owner nor the Association shall make any additions, alterations or improvements to the Life Safety Systems without the prior consent of the appropriate governmental authority. No lock, padlock, bar, chain or other device or combination thereof shall be installed or maintained at any time on or in connection with any door on which panic hardware or fire exit hardware is required. Stairwell identification and emergency signage shall not be altered or removed by any Unit Owner or by the Association without the Association obtaining the consent of the applicable governmental authority having jurisdiction over same. All means of egress must permit unobstructed travel at all times. No barrier including, but not limited to personal property, shall impede the free movement ingress and egress.
10. Changes in Developer-Owned Units. Without limiting the generality of the provisions of paragraph 9.2 above, and anything to the contrary in this Declaration notwithstanding, the Developer shall have the right, without the vote or consent of the Association or Unit Owners, to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or nonstructural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Developer-owned Units; (iii) change the size of Developer-owned Units, by combining separate Developer-owned Units into a single apartment (although being kept as two separate legal Units), or otherwise; and (iv) reapportion among the Developer-owned Units affected by such change in size pursuant to the preceding clause, their appurtenant interests in the Common Elements and share of the Common Surplus and Common Expenses; provided, however, that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses of any Units (other than the affected Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units and all record owners of any liens encumbering such Units shall consent thereto; and provided, further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing. In making the above alterations, additions and improvements, the Developer may relocate and alter Common Elements adjacent to or near such Units, incorporate portions of the Common Elements into adjacent Units and incorporate Units into adjacent Common Elements; provided, that the Owners of such Units consent thereto and that any such relocation and alteration does not materially adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Developer. Any amendments to this Declaration required by changes of the Developer made pursuant to this Section 10, shall be effected by the Developer alone pursuant to Section 6.6, without the vote or consent of the Association or Unit Owners (or their mortgagees) required, except to the extent that any of the same constitutes a Material Amendment, in which event, the amendment must be approved as set forth in Section 6.3 above. Without limiting the generality of Section 6.6 hereof, the provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer. To the extent that an amendment hereunder changes the configuration or size of any Unit in any material fashion, materially alters or modifies the appurtenances to the Unit or changes the proportion or percentage by which the Owner of the Unit shares the Common Expenses or owns the Common Surplus, such an amendment shall require the consent of the record Owner of the Unit, all record owners of liens on the affected Unit, and all the record Owners of all other Units, unless required by any governmental entity.

11. Operation of the Condominium by the Association.

11.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium and the Association Property. The powers and duties of the Association shall include those set forth in the Articles of Incorporation and By-Laws (respectively **Exhibits "4" and "5"** annexed hereto), as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

- (a) The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements, Limited Common Elements or any portions of a Unit to be maintained by the Association, or at any time and by force, if necessary, to prevent damage or to make emergency repairs to the Common Elements, the Association Property or to a Unit or Units.
- (b) The power to make and collect Assessments, Charges and other levies against Unit Owners and to require, administer, lease, maintain, repair and replace the Common Elements and Association Property.
- (c) The duty to maintain accounting records pursuant to accepted accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times upon prior request.
- (d) The power to contract for the management and maintenance of the Condominium Property and to authorize a management agent (who may or may not be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments and Charges, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements with such 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 in this Declaration, the Articles, By-Laws, Rules and Regulations and the Act, including, but not limited to, the making of Assessments, promulgation of Rules and Regulations and execution of contracts on behalf of the Association.
- (e) Subject to the provisions of Section 8, the power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, if any; provided, however, that such actions are approved by a majority of the entire membership of the Board of Directors and a majority of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing; provided, further, that no such action shall be permitted while the Developer owns any Unit without the prior written consent of the Developer.

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- (f) The power to adopt and amend Rules and Regulations concerning the details of the operation and use of the Condominium Property.
- (g) The power to charge a fee for the exclusive use of any Common Elements (other than Limited Common Elements) or Association Property to any Unit Owner being granted, by the Association, a right to such exclusive use.
- (h) The power to acquire, convey, lease and encumber real and personal property. Personal property shall be acquired, conveyed, leased or encumbered upon a majority vote of the Board of Directors, subject to Section 8 hereof. Real property shall be acquired upon a majority vote of the Board of Directors; provided, however, that the requirements of Section 8 pertaining to the Unit Owners' approval of costs in excess of the threshold amount stated therein (including the proviso regarding the debt incurred) shall also apply to the acquisition of real property; provided, further, that the acquisition of a Unit as a result of a foreclosure of the lien for Assessments or Charges (or by deed in lieu of foreclosure) shall be made upon the majority vote of the Board, regardless of the price for same and the Association, through its Board, has the power to hold, lease, mortgage or convey the acquired Unit without requiring the consent of Unit Owners.
- (i) All of the powers which a corporation not-for-profit in the State of Florida may exercise pursuant to this Declaration, the Articles of Incorporation, the By-Laws, Chapters 607 and 617, Florida Statutes and the Act, in all cases except as may be expressly limited or restricted therein.

In the event of conflict among the powers and duties of the Association, this Declaration or otherwise, t this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable Rules and Regulations, all as amended from time to time. Notwithstanding anything in this Declaration to the contrary, the Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Act.

- 11.2 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair required hereunder, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements or other activities done by or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the Association pursuant to Section 9.1 hereof. The Association's rights of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the Association. Neither the Association nor any of its officers, directors, committees, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence or any other misfeasance, malfeasance or non-feasance arising out of or in

connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by the submission of same, and any Owner, by acquiring title to his Unit, agrees not to seek damages from the Association arising out of the Association's review of any plans hereunder. Without limiting the generality of the foregoing, the Association shall not be responsible for reviewing (nor shall its review of any plans be deemed approval of) any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards or compliance with governmental requirements. Further, each Owner (including the successors and assigns) agrees to indemnify and hold the Association harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses and liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review of plans by the Association hereunder. The Association also shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, theft, personal injury, death or other liability, including (without limitation) any liability for any damaged or stolen vehicles or other personal property left therein or elsewhere within the Common Elements, or on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where: (i) such insurance is not required hereby; or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms.

- 11.3 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit.
- 11.4 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required as to any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration, the Articles, the By-Laws or under applicable law.
- 11.5 Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors, is specifically required in this Declaration, the Articles or By-Laws, applicable Rules and Regulations or applicable law, all approvals or actions permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.
- 11.6 Effect on Developer. Notwithstanding anything herein to the contrary, if the Developer holds one or more Units for sale in the ordinary course of business,

none of the following actions may be taken without the prior written approval of Developer:

- (a) Assessment of the Developer as a Unit Owner for capital improvements, or for transitional engineers or attorneys or for legal expenses incurred in any other action that would be detrimental to the sales of Units by the Developer; provided, however, that an increase in Assessments for Common Expenses, without discrimination against the Developer, shall not be deemed to be detrimental to its sales of Units;
- (b) Any action by the Association that would, in the Developer's sole and exclusive opinion, be detrimental to the construction, decorating, design, marketing, promotion or sale of Units by the Developer; provided, however, that an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sale of Units.

12. Determination of Common Expenses and Fixing of Assessments Therefor.

The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-laws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of the budget, adopted from time to time, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of and reserves for (if and to the extent required by, and not waived in accordance with, applicable law or established by the Association), the operation, maintenance, repair and replacement of the Condominium Property and/or Association Property, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or By-Laws, applicable Rules and Regulations or by the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall designate, subject to change, to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of this Declaration and the By-Laws.

13. Collection of Assessments.

- 13.1 Liability for Assessments and Charges. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due while he is the Unit Owner. The grantee shall be jointly and severally liable with the grantor for all unpaid Assessments and Charges against the grantor for his share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor any amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

13.2 Special and Capital Improvement Assessments and Charges. In addition to Assessments levied by the Association to meet the Common Expenses of the Condominium and the Association, the Board of Directors may levy "Special Assessments" and "Capital Improvement Assessments" upon the following terms and conditions:

- (a) "Special Assessments" shall mean and refer to a charge against each Owner and his Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements or representing funds otherwise required by the Association and not produced by the regular Assessments received by the Owners.
- (b) "Capital Improvement Assessments" shall mean and refer to a charge against each Owner and his Unit, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from repairs and maintenance) of any capital improvements located or to be located within the Limited Common Elements or Association Property.
- (c) Special Assessments and Capital Improvement Assessments may be levied by the Board and shall be payable in lump sums or installments, in the discretion of the Board; provided, that if such Special Assessment or Capital Improvements Assessments, in the aggregate in any year, exceed \$125,000.00 or cause the total Assessments levied to exceed 115% of the Assessments for the preceding calendar year, the Board must obtain approval of a majority of the Units represented at a meeting at which a quorum is attained.

13.3 Default in Payment of Assessments for Common Expenses and Charges. Assessments and Charges, and installments thereof, not paid within ten (10) days from the first day of the period in which they become due shall bear interest at the rate of eighteen percent (18%) per annum, or the highest rate permitted by law, whichever is less. The Association may also charge an administrative late fee, in addition to such interest, in an amount not to exceed the highest amount provided for in the Act (as it may be amended from time to time). The Association has a lien on each Condominium Parcel to secure the payment of Assessments, together with any Charges constituting interest and reasonable costs and attorneys' fees incurred by the Association incident to the collection of the Assessments or enforcement of the lien. Except as otherwise provided in the Act, and as set forth below, the lien for Assessments and Charges described above is effective from, and shall relate back to the recording of this Declaration. However, as to first mortgages of record, the lien for Assessments is effective from and after recording of a claim of lien in the Public Records of the County, Florida. Notwithstanding anything herein to the contrary, Charges other than interest and reasonable attorneys' fees and costs relating to the collection process shall not be Common Expenses, shall not be collectible as Assessments, and shall not be secured by the Association's lien rights arising pursuant to the Act. The Association's lien for Charges is created solely pursuant to this Declaration and is effective only from and after the recording of a claim of lien by the Association. The lien shall be evidenced by the recording of

a claim of lien in the Public Records of the County, stating the description of the Unit, the name of the record Unit Owner, the name and address of the Association, the amount due and the due dates. The claim of lien shall not be released until all sums secured by it (or such other amounts as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. No such lien shall be effective longer than one (1) year after the claim of lien was recorded unless, within that time, an action to enforce the lien is commenced. The one-year period shall automatically be extended for any length of time during which the Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the Unit Owner or any other person claiming an interest in the Unit. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments and Charges of interest and all reasonable costs and attorneys' fees incurred by the Association incident to the collection process. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments or Charges in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments and Charges without waiving any claim of lien.

As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days' prior written notice to the applicable Unit Owner and the recording of a claim of lien, the Association may declare the balance of the Assessment installments for the current budget year to be accelerated and immediately due and payable. In the event that the amount of such installments changes during the period for which Assessments were accelerated, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

- 13.4 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments or Charges. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments or Charges, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.
- 13.5 First Mortgagees. Any first mortgagee or its successors or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure or otherwise, is liable for all Assessments which come due while it is the Unit Owner and to the

extent limited as set forth below is jointly and severally liable with the previous Unit Owner for all unpaid Assessments which came due up to the time of the transfer of title. This liability is without prejudice to any rights the first mortgagee or any such other party may have to recover any such sums it may have paid to the Association from the previous Unit Owner. Notwithstanding the foregoing, in no event shall any such first mortgagee or its successors or assigns be liable for more than the Unit's unpaid Assessments which accrued or come due during the twelve (12) months immediately preceding its acquisition of title to the Unit, and for which payment in full has not been received by the Association, or by one percent (1%) of the original mortgage debt, whichever amount is less. The provisions of this paragraph shall not apply unless the first mortgagee or its successors or assigns joins the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee. The person acquiring title shall pay the amount owed to the Association within thirty (30) days after the transfer of title. Failure to pay the amount owed to the Association when due shall entitle the Association to record a claim of lien against the Unit and proceed in the same manner as provided in this Section for unpaid assessments. The foregoing limitation of liability shall apply to any purchase at a foreclosure sale of a first mortgage regardless of whether the purchaser is the holder of the foreclosed mortgage. A first mortgagee acquiring title to a Unit as a result of foreclosure or deed in lieu thereof may not, during the period of ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of some or all of the Assessments coming due during the period of such ownership.

- 13.6 Certificate of Unpaid Assessments. Within fifteen (15) days after request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating whether all Assessments, Charges and other monies owed to the Association by the Unit Owner with respect to his Unit have been paid. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.
- 13.7 Installments. Regular Assessments shall be collected monthly or quarterly, in advance, at the option of the Association. Initially, Assessments will be collected monthly.
- 13.8 Application of Payments. Any payments received by the Association from a delinquent Unit Owner for Assessments shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent Assessment. Any payments received by the Association from a delinquent Unit Owner for Charges shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent Charge. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.
14. Insurance. Insurance covering the Condominium Property shall be governed by the following provisions:

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14.1 Purchase Custody and Payment.

- (a) Purchase. All insurance policies described herein covering portions of the Condominium Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.
- (b) Approval. Each insurance policy, the agency and company issuing the policy and the Insurance Trustee (if appointed) hereinafter described shall be subject to any modifications which may be reasonably required by the Primary Institutional First Mortgagee.
- (c) Named Insured. The named insured shall be the Association, individually, and as agent for the Unit Owners covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.
- (d) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed).
- (e) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.
- (f) Personal Property and Liability. Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property, or for their personal liability and living expenses and for any other risks not otherwise insured in accordance herewith.

14.2 Coverage. The Association shall use commercially reasonable efforts to maintain insurance covering the following:

- (a) Casualty. The Condominium Property and all Association Property shall be insured in an amount not less than 100% of the full insurable replacement value thereof, excluding foundation and excavation costs. Such policy shall cover, among other things, all Common Elements and all of the Units within the Condominium including, but not limited to, partition walls, doors, windows, and stairways. Such policy shall not include hurricane shutters, unit floor coverings, wall coverings, ceiling coverings, electrical fixtures, appliances, air conditioning or heating equipment, water heaters, built-in cabinets or personal property. Such

policy may also exclude any other property permitted to be excluded from the Condominium's insurance policy pursuant to the Act, as amended from time to time and may contain reasonable deductible provisions as determined by the Board of Directors. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Condominium in construction, location and use, including, but not limited to, vandalism and malicious mischief.

- (b) Liability. Comprehensive general public liability and automobile liability insurance, if applicable, covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$1,000,000 for each accident or occurrence, \$100,000 per person and \$50,000 property damage, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa. The Association may also obtain and maintain liability insurance for its directors and officers and for the benefit of the Association's employees.
- (c) Workers' Compensation and other mandatory insurance, when applicable.
- (d) Flood Insurance covering the Common Elements, Association Property and Units if required by the Primary Institutional First Mortgagee or FNMA/FHLMC, or if the Association so elects.
- (e) Fidelity Insurance if required by the Act or FNMA/FHLMC, covering all persons who control or disburse Association funds, such insurance to be in an amount not less than the greater of (i) the maximum funds that will be in the custody of the Association or its management agent at any one time or (ii) such amounts as may be required, from time to time, under the Act.
- (f) Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.
- (g) Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, a member of the Board of Directors of the

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Association, one or more Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

Every casualty insurance policy obtained by the Association, if required by FNMA/FHLMC, shall have the following endorsements: (i) agreed amount and inflation guard; and (ii) steam boiler coverage (providing at least \$50,000 coverage for each accident at each location), if applicable.

- 14.3 Additional Provisions. All policies of insurance shall provide that such policies may not be canceled or substantially modified without endeavoring to provide at least thirty (30) days' prior written notice to all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the insured Properties (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.
- 14.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the costs of fidelity bonding for any management company employee may be paid by such company pursuant to its contract with the Association. Premiums may be financed in such a manner as the Board of Directors deems appropriate.
- 14.5 Insurance Trustee: Share of Proceeds. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which may, but need not, be designated by the Board of Directors and which, if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in the State of Florida. References herein to the Insurance Trustee shall be deemed to apply to the Board of Directors if it fails, or determines not to appoint an Insurance Trustee as provided in Section 14.10 below. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but shares need not be set forth on the records of the Insurance Trustee:
- (a) Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit; provided, that if the Insured Property so damaged includes property lying within the boundaries of specific Units, that portion of the proceeds allocable to such property shall be held as if

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that portion of the Insured Property were Optional Property as described in paragraph (b) below.

- (b) Optional Property. Proceeds on account of damage solely to Units and/or certain portions or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any, is collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners of Units or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.
- (c) Mortgagees. No mortgagee shall have any right to determine or to participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

14.6 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

- (a) Expenses of the Trust. All expenses of the Insurance Trustee shall be first paid or provision shall be made therefor.
- (b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.
- (c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 14.5 above, and distributed first, to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages; second, to the Association for any due and unpaid Assessments or Charges; and third, the balance, if any, to the beneficial owners.
- (d) Certificate. In making distributions to Unit Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.

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- 14.7 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claim.
 - 14.8 Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit, or casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for all insurance as to all such risks and as to any other risks not covered by insurance carried by the Association, including insurance for personal belongings located on Limited Common Elements.
 - 14.9 Benefit of Mortgagees. Certain provisions in this Section 14 entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.
 - 14.10 Appointment of Insurance Trustee. The Board of Directors shall have the option in its discretion of appointing an Insurance Trustee hereunder; provided, however, any Institutional First Mortgagee may require the Board to appoint it as the Insurance Trustee by giving written notice of same to the Association. If the Association fails or elects not to appoint an Insurance Trustee, the Association will perform directly all obligations imposed upon the Insurance Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.
 - 14.11 Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s), Limited Common Elements or Common Elements, such property shall be presumed to be Common Elements.
15. Reconstruction or Repair After Fire or Other Casualty.
- 15.1 Determination to Reconstruct or Repair. Subject to the immediately following paragraph, in the event of damage to or destruction of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.
- If 75% or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is substantially damaged and if Unit Owners owning 80% of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof, and a Majority of Institutional First Mortgagees approve such

resolution, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be first applied to demolish any remaining improvements, and shall thereafter be divided among all the Unit Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to the Optional Property, if any, and/or that portion of the Insured Property lying within the boundaries of the Unit); provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages, liens and Assessments and Charges on his Unit in the order of priority of such mortgages, liens, Assessments and Charges.

Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Insurance Trustee (if appointed) or the Association notifies the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Insurance Trustee (if appointed) or the Association notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work; provided, however, that the Board may, in its sole discretion, grant written extensions for such periods as the Board determines. The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

- 15.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors or the Association and then applicable building and other codes, and, if the damaged property which is to be altered is the Optional Property, by the Owners of not less than 80% of the applicable interests in the Common Elements, as well as the Owners of all Units and other portions of the Optional Property (and their respective mortgagees) the plans for which are to be altered.
- 15.3 Special Responsibility. If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the responsibility to reconstruct and repair the damaged Optional Property; provided, that the respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance

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proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.

- (a) Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:
- (i) Association - Lesser Damage. If the amount of the estimated cost of reconstruction and repair which are the responsibility of the Association is less than \$100,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.
 - (ii) Association - Major Damage. If the amount of the estimated cost of reconstruction and repair which are the responsibility of the Association is more than \$100,000, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.
 - (iii) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Optional Property (if not insured or if under-insured), or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the Optional Property. All proceeds must be used to effect repairs to the Optional Property, and if insufficient to complete such repairs, the Unit Owners shall pay the deficit with respect to their portion of the Optional Property and promptly effect the repairs. Any balance remaining after such repairs have been effected shall be

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distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.

- (iv) Surplus. 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 relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that part of the distribution to an Owner which is not in excess of Assessments and Charges paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.
- (v) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments and Charges shall be deposited by the Association with the Insurance Trustee, or to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect, engineer or otherwise, or whether a disbursement is to be made from the construction fund, or to determine whether surplus funds to be distributed are less than the Assessments and Charges paid by Owners, or to determine the payees or the amounts to be paid. The Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

- 15.4 Assessments and Charges. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments or Charges shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements, and Charges on account of damage to the Optional Property, shall be in proportion to the cost of repairing the damage suffered by each Owner thereof, as determined by the Association.
- 15.5 Benefit of Mortgagees. Certain provisions in this Section 15 are for the benefit of mortgagees of Units and may be enforced by any of them.

16. Condemnation.

- 16.1 Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property or Association Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of a failure to do so, in the discretion of the Board of Directors, a Charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of such award shall be set off against any sums hereafter made payable to that Owner.
- 16.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, a taking by eminent domain also shall be a casualty.
- 16.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and Special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and Special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 16 specifically provided.
- 16.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of the Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium.
- (a) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged against the Owner of the Unit.
 - (b) Distribution of Surplus. The balance of the award with respect to the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Unit Owner and such mortgagees.
 - (c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be reduced by multiplying the percentage of the applicable Unit prior to reduction by a fraction, the numerator of which

shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall then be restated as follows:

- (i) add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and
- (ii) divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

16.5 Unit Made Uninhabitable. If the taking is of the entire Unit or reduces the size of a Unit so that it cannot be made habitable (in the sole opinion of the Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

- (a) Payment of Award. The awards shall be paid first, to the applicable Institutional First Mortgagees in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Charges and Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions with respect to a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements. Any awards attributable to more than one Unit shall be divided among the affected Unit Owners in proportion to the damage or impairment suffered by each such Unit Owner, as determined by the Association in its sole discretion.
- (b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors; provided, that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.
- (c) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be effected by restating the shares of continuing Unit Owners as follows:
 - (i) add the total of all percentages of all Units of continuing Unit Owners prior to this adjustment, but after any

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adjustments made necessary by subsection 16.4(c) hereof (the "Percentage Balance"); and

- (ii) divide the percentage of each Unit of a continuing Unit Owner prior to this adjustment, but after any adjustments made necessary by subsection 16.4(c) hereof, by the Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

- (d) Assessments. If the balance of the award (after payments to the Unit Owners and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Unit Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.
- (e) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Units Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of taking.

16.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Unit Owner and the mortgagees of the Unit.

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16.7 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and shares in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of, a majority of the Board of Directors.

17. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

17.1 Occupancy. Except as otherwise herein expressly provided, each Unit shall be used for residential purposes only. No business, profession or trade of any type shall be conducted on any portion of the Units. This prohibition shall not be applicable to the Developer with respect to its development of the Properties, its construction, repair, decorating, administration, sale, rental or lease of Units, or its use of Units as models, V.I.P. or guest suites, or for sales offices or management services. Nothing herein shall be construed to prohibit ownership of a Unit by a corporation, domestic or foreign, provided that the residential nature of the Units is not disturbed.

Occupancy in Units, except for temporary occupancy by visiting guests, shall not exceed two (2) persons per bedroom and one (1) person per den (as defined by the Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms, country kitchens and the like). The provisions of this Section 17.1 shall not be applicable to Units used by the Developer for model units, V.I.P. suites, sales offices or management or other services.

Unless otherwise determined by the Board of Directors, and except as otherwise provided in Section 17.2, a person(s) occupying a Unit for more than one (1) month without the Unit Owner or a member of his family being present shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of this Section (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Declaration and the Board of Directors shall enforce, and the Unit Owners comply with, same with due regard for such purpose.

17.2 Leases. Leasing of Units shall be subject to the prior written approval of the Association. No lease shall be for a term of less than two months, however, with a maximum of two leases per year for a Unit. Every lease shall provide (or, if it does not, shall be automatically deemed to provide) that: (i) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all Exhibits hereto), and with any and all Rules and Regulations adopted by the Condominium Association from time to time (before or after the execution of the lease); and (ii) that a tenant may not, under any circumstances, sublet the Unit (or any portion thereof) to any other person or permit occupancy by any other person. Additionally, copies of all written leases shall be submitted to the Condominium Association and tenants must register with the Associations prior to moving in. The Unit Owner will be

jointly and severally liable with the tenant to the Associations for any amount which is required by the Condominium Association to repair any damage to the Common Elements or to the Common Areas from the acts or omissions of tenants (as determined in the sole discretion of the applicable Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and a Charge may be levied against the Unit therefor.

All leases are hereby made subordinate to any lien filed by the Condominium Association whether prior or subsequent to such lease.

- 17.3 Children. Children shall be permitted to reside in the Units, subject to the provisions of Section 17.1 above, and applicable Rules and Regulations which may be adopted by the Association from time to time.
- 17.4 Pets. Except as hereafter provided, no animals, wildlife, livestock, reptiles, or poultry of any kind, shall be raised, bred, or kept on any portion of the Condominium Property. There may not be more than two (2) household pets maintained within any Unit and the Limited Common Elements appurtenant thereto, to be limited to dogs or cats (or other household pets as defined and specifically permitted by the Association), which shall not be kept, bred or maintained for any commercial purpose and shall not become a nuisance or annoyance to neighbors. The maximum total weight of any such household pets shall be limited to seventy (70) pounds. Those pets which, in the sole discretion of the Association endanger health, have the propensity for dangerous or vicious behavior (such as pit bulldogs or other breeds or mixed breeds which have the propensity for dangerous or vicious behavior), make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or to the owner of any other portion of the Condominium Property shall be removed upon request of the Board. Unit Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be kept on a leash of a length that affords reasonable control over the pet at all times, or must be carried, when outside the Unit. No pet may be kept on a balcony or terrace when its owner is not in the Unit. Without limiting the generality of Section 19 hereof, any violation of the provisions of this Section 17.4 shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable Rules and Regulations) and/or to require any pet to be permanently removed from the Condominium Property. This Section 17.4 shall not prohibit the keeping of fish or a caged household-type bird(s) in a Unit, provided that it does not become a nuisance or annoyance to neighbors. Notwithstanding the foregoing, during the period in which the Developer is entitled to elect a majority of the Board of Directors, the Developer shall be entitled, but shall not be obligated, to grant a written exemption to a Unit Owner which allows it to maintain more than two (2) household pets in its Unit.
- 17.5 Use of Common Elements and Association Property. The Common Elements and other Association Property shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units. The Common Elements shall not be obstructed, littered, defaced, or misused in any manner. In no event shall any Unit Owner or occupant place, or permit the placement of, any item which obstructs, or

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otherwise impedes access to, any portion of the Condominium Property which are either designated or used as delivery and receiving areas.

- 17.6 Nuisances. No portion of the Units, Limited Common Elements or Common Elements shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious or unsightly to the eye; nor shall any substance, thing, or material be kept on any portion of the Units or the Limited Common Elements appurtenant thereto that will emit foul or obnoxious odors or cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding properties. No obnoxious or offensive activity shall be carried on in any Units, Limited Common Elements, Common Elements or other portions of the Condominium Property, nor shall anything be done therein which may be or become an unreasonable annoyance or nuisance to any Owner. The Board of Directors shall have the right to determine if any equipment, fixture, improvement, materials or activity producing such noise or odor constitutes a nuisance. In particular, during the hours from 11:00 p.m. through 8:00 a.m. no Unit Owner shall play (or permit to be played in its Unit, or in the Limited Common Elements or Common Elements) any musical instrument, phonograph, television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or occupants. Additionally, there shall not be maintained therein any plants, animals, devices or things of any sort whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature that may diminish or destroy the enjoyment of the Units, or any other portions of the Condominium Property. No outside burning of wood, leaves, trash, garbage, or household refuse shall be permitted within the Condominium Property. No activity specifically permitted by this Declaration shall be deemed a nuisance.
- 17.7 Outside Items. No rubbish, garbage, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Condominium Property, except within designated trash receptacles. No linens, clothing, household fabrics, curtains, rugs, or laundry of any kind shall be hung, shaken, dried or aired from any windows, doors, balconies, terraces or other portions of the Condominium Property. No articles shall be placed on balconies, patios or similar areas. The foregoing shall not prevent placing and using patio-type furniture, planters and other items in such areas if the same are normally and customarily used for a residential balcony, patio or terrace area. In the event of any doubt or dispute as to whether a particular item is permitted hereunder, the decision of the Board of Directors shall be final and dispositive.
- 17.8 Firearms. The discharge of firearms and fireworks within the Condominium is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.
- 17.9 Sound, Weight and Flooring Restrictions. Unless installed by the Developer or otherwise first approved by the Board, hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like will be permitted only in foyers and bathrooms. Installation of hard surfaced floor coverings (other than by the Developer) or in any other areas are to receive sound absorbent, less dense floor coverings, such as carpeting. Use of a hard and/or heavy surface floor covering in any other location must be submitted to and approved by the Board of

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Directors and also meet applicable structural requirements. Also, the Installation of any Improvement or heavy object must be submitted to and approved by the Board, and be compatible with the overall structural design of the building. The Board of Directors may require a structural engineer to review certain of the proposed Improvements, with such review to be at the Owner's sole expense. The Board will have the right to specify the exact material to be used on balconies. Any use guidelines set forth by the Association shall be consistent with good design practices for the waterproofing and overall structural design of the Building. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations. Applicable warranties of the Developer, if any, shall be voided by violations of these restrictions and requirements. Each Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound transmission in a high-rise building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Unit Owner hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound transmission.

- 17.10 Alterations. Without limiting the generality of Section 9.1 hereof, but subject to the provisions of Section 11 hereof, no Unit Owner shall cause or allow improvements or changes to his Unit, or to any Limited Common Elements, Common Elements, or Association Property, which alters the exterior appearance thereof, or which could in any way affect the structural, electrical, plumbing or mechanical systems of the Building, without obtaining the prior written consent of the Association (in the manner specified in Section 9.1 hereof). No spas, hot tubs, whirlpools or similar improvements shall be permitted on any patio or balcony. Prior to any contractor entering any Unit and commencement of any improvements within any Unit, the Unit Owner shall deliver a copy of their contractor's license, liability insurance and plans and specifications for the proposed improvements. **Inasmuch as the Condominium has been constructed with the post tension wiring, absolutely no penetration shall be made to any roof or ceiling slabs without the prior written consent of the Board of Directors. Notwithstanding anything to the contrary contained herein, the post tension wiring contained in the Building shall not be considered a part of a Unit. Since such wiring is essential to the structure and support of the Building, all post tension wiring shall be deemed Common Elements of the Condominium and may not be disturbed or altered without the written consent of the Board.**
- 17.11 Exterior Improvements. Without limiting the generality of Section 9.1 or 17.10 hereof, but subject to the provisions of this Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Units or the Limited Common Elements appurtenant thereto (including, but not limited to, awnings, canopies, shutters, window coverings, signs, screens, window tinting, fixtures and equipment), without the prior written consent of the

Association. No painting or changes in the exterior colors of any Units or the Limited Common Elements appurtenant thereto shall be permitted.

- 17.12 Signs. No sign, poster, display, billboard or other advertising device of any kind including, without limitation, "FOR SALE", "FOR RENT", security service or construction signs shall be displayed to the public view on any portion of the Units, Limited Common Elements or Common Elements, without the prior written consent of the Association, except (a) signs, regardless of size, used by the Developer, its successors or assigns, including signs used for construction or repairs, advertising, marketing, promotion, sales or leasing activities, (b) signs installed as part of the initial construction of the Units or other Improvements and replacements of such signs (similar or otherwise) and (c) bulletin boards, entrance, directional, informational and similar signs used by the Association.
- 17.13 Outside Installations. No radio station or short-wave operations of any kind shall operate from any Unit, Limited Common Elements or Common Elements. Except to the extent permitted under Applicable Laws, no exterior satellite dish, or other transmitting or receiving apparatus, radio antenna, television antenna or other antenna of any type shall be erected or maintained on the Common Elements, Limited Common Elements, or Units, without the prior written consent of the Association. Notwithstanding the foregoing, upon obtaining the prior written consent of the Association, satellite dishes, and other devices permitted under Applicable Law, may be installed within the Units or within any Limited Common Elements appurtenant thereto; provided, however, that in no event shall any such device be installed in or on any other portion of the Condominium Property. To the extent permissible under Applicable Law, the Association may enact Rules and Regulations, requiring that any such devices which may be permitted under Applicable Law are comparable in size, weight and appearance, are installed and maintained in a manner designed to protect the safety of the Building and its occupants and satisfy any standards established by the Association for architectural appearance purposes.
- 17.14 No Improper Uses. No improper, offensive, hazardous 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 thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or the By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section 17.14. No activity specifically permitted by this Declaration shall be deemed to be a violation of this Section.
- 17.15 Lighting. All exterior lights and exterior electrical outlets must be approved in accordance with Section 9 of this Declaration.
- 17.16 Exterior Sculpture and Similar Items. Exterior sculpture, flags, and similar items must be approved in accordance with Section 9 of this Declaration. Notwithstanding the foregoing, any Unit Owner may respectfully display one (1)

portable, removable American flag, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, any Unit Owner may respectfully display portable, removable official flags, not larger than four and one-half feet by six feet (4'6" x 6') that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

- 17.17 Air Conditioning Units. No window or wall mounted air conditioning units may be installed in any Unit.
- 17.18 Window and Door Treatments. No reflective film, tinting or window coverings shall be installed on any windows or glass doors, except as necessary to replace or restore tinting of glass surfaces as originally installed, unless approved by the Association in accordance with Section 9.1 of this Declaration. Curtains, drapes and other window coverings (including their linings) which face on exterior windows or glass doors of Units, or are visible from the exterior of the Building, shall be white or off-white in color, unless otherwise specifically approved by the Board of Directors. No aluminum foil may be placed in any window or glass door of a Unit, and no reflective substance may be placed on any glass in a Unit, except for any substance previously approved by the Board of Directors for energy conservation or hurricane protection purposes. No unsightly materials may be placed on any window or glass door or shall be visible through such window or glass door. Any screen door must be of a uniform type approved by the Association.
- 17.19 Hurricane Protection. No type of hurricane protection may be installed in or around the Units and the Limited Common Elements appurtenant thereto. Notwithstanding the foregoing, if and to the extent that the Act gives Unit Owners the right to install hurricane shutters, any proposed hurricane shutters or other hurricane protection shall be approved by the Association, and shall be installed or affixed in a manner approved by the Association. **All hurricane shutters and similar equipment shall be kept in an open position except during periods of hurricane or tropical storm watches or warnings.** Upon issuance of an official hurricane warning, each Unit Owner shall take all actions necessary to prepare his/her Unit for any such hurricane, which shall include (i) removing all objects from balconies and terraces which will not be secured or otherwise protected, and (ii) complying with all Rules and Regulations which may have been adopted by the Association from time to time. No hurricane or storm shutters or other hurricane protection shall be permanently installed on any structure in a Unit or in the Limited Common Elements or Common Elements, unless first approved in accordance with Section 9 hereof.
- 17.20 Unit Maintenance. Each Unit Owner must undertake or must designate a responsible firm or individual to undertake his general maintenance responsibilities, which responsibilities shall include, at a minimum, maintaining the exterior appearance of the Unit and the Limited Common Elements, safeguarding the Unit and the Limited Common Elements to prepare for hurricane or tropical storm watches and warnings by, among other things, removing any unfixd items on balconies and terraces, and repairing the Unit and the Limited Common Elements in the event of any damage therefrom. An Owner may designate a firm or individual to perform such functions for the Owner, but such designation shall not relieve the Owner of any responsibility hereunder.

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The name(s) and addresses of such firm or individual must be furnished to the Association. The designation of such firm or individual shall be subject to the approval of the Association.

- 17.21 Hazardous Substances. No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit, Limited Common Elements or Common Elements, except such as are generally used for normal household purposes. No electric, gas, charcoal barbecue or other cooking devices, or outside cooking, is permitted on any patio or balcony.
- 17.22 Mold Prevention. No Unit Owner shall install within his or her Unit, or upon the Common Elements and/or the Association Property, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture and/or shelving within a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall. Further, all Unit Owners, whether or not occupying the Unit, shall continuously run the air conditioning system to minimize humidity in the Unit. While the foregoing is intended to minimize the potential development of mold and other microtoxins, the Developer does not make any representations or warranties regarding the existence or development of molds or microtoxins and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same.
- 17.23 Play Equipment, Strollers, Etc. Bicycles, tricycles, scooters, skateboards, and other play equipment, baby strollers and similar items shall not at any time be left in the hallways or other Common Elements or in the Limited Common Elements (including balconies, terraces and patios).
- 17.24 Insurance Rates. Nothing shall be done or kept in the Common Elements or within the Units or the Limited Common Elements which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept in the Units, or on the Limited Common Elements or Common Elements, which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.
- 17.25 Association Access to Units. In order to facilitate access to the Units by the Association for the purposes enumerated in Section 11.1 hereof, it shall be the responsibility of all Unit Owners to deliver a set of keys to their Unit to the Association to use in the performance of its functions. No Owner shall change the locks to its Unit without so notifying the Association and delivering to the Association a new set of keys to such Unit.
- 17.26 Documents. Each Owner shall be obligated to deliver the documents received from the Developer, or from any prior Owner, containing this Declaration and any other declarations and documents, and any modifications thereto, to any purchaser or grantee of their Unit.

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Notwithstanding the foregoing, in the event of loss or damage to the documents, they may be obtained from the Association upon payment of the actual cost for preparing and furnishing the documents to any Owner requesting them.

- 17.27 Rules and Regulations. As provided in the By-Laws, the Board of Directors may adopt Rules and Regulations applicable to all portions of the Condominium Property other than the property owned by the Declarant. In the event that such rules or regulations are adopted, they may be enforced in the same manner as the restrictions set forth in this Section and may be modified, added to or revoked, in whole or in part, by the Board of Directors, and as provided in the By-Laws.
- 17.28 Effect on Developer. The restrictions and limitations set forth in this Section 17 shall not apply to the Developer or to Units owned by the Developer, except that the Developer shall be subject to the requirement that prior written approval of the Condominium Association be obtained for leases of Units set forth in Section 17.2, and to the pet restrictions set forth in Section 17.4.
18. Selling and Mortgaging of Units. No Unit Owner other than the Developer may sell their Unit, except by complying with the following provisions:
- 18.1 Subject to the provisions of this Declaration, each Unit Owner shall have the right to sell or mortgage his Unit without restriction, however the Association shall have the right to approve each purchaser and adopt reasonable criteria for application and acceptance of each purchaser. Each Unit Owner shall be subject to Section 17.2 of this Declaration for any leasing restrictions. When a Unit is leased, a tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use generally by Unit Owners, and the Owner of the leased Unit shall not have such rights, except as a guest. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Owners.
- 18.2 No Severance of Ownership. No part of the Limited Common Elements or Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Limited Common Elements and Common Elements whether or not explicitly stated.
- 18.3 Exceptions. The provisions of this Section 18 shall not apply with respect to any sale, lease or conveyance of any Unit by: (a) the Unit Owner thereof to his spouse, adult children, parents, parents-in-law, adult siblings or a trust, corporation or other entity where the Unit Owner or the aforementioned related persons are and continue to be the sole beneficiary or equity owner of such trust, corporation or other entity, or to any one or more of the above; (b) the Developer; (c) the Association; (d) any proper officer conducting the sale of a Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or

the delivery of a deed in lieu of foreclosure; or (e) to an Institutional First Mortgagee (or its designee) deriving title by virtue of foreclosure of its mortgage or acceptance of a deed in lieu of foreclosure or in satisfaction of debt; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section 18. The Association shall be given prior written notice of any such conveyance or transfer, including the name and address of the intended grantee.

- 18.4 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer his Unit by gift, to devise his Unit by will, or to have his Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section 18. The Association shall be given prompt written notice of any such conveyance or transfer, including the name and address of the intended grantee.
19. Compliance and Default. The Association, each Unit Owner, occupant of a Unit, tenant, guest and other invitee of a Unit Owner, shall be governed by and shall comply with the terms of this Declaration and all Exhibits annexed hereto, and the Rules and Regulations adopted pursuant to those documents, as the same may be amended from time to time, and the provisions of all of such documents shall be deemed incorporated into any lease of a Unit whether or not expressly stated in such lease. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:
- 19.1 Negligence and Compliance. A Unit Owner and/or lessee of a Unit shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected by the Association with respect to such negligence. In the event a Unit Owner, tenant or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of this Declaration, the By-Laws, the Articles of Incorporation, applicable Rules and Regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines, to sue in a court of law for damages, and to impose a Charge on the Unit Owner for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance. In any proceeding arising because of an alleged failure of a Unit Owner, a tenant or the Association to comply with the requirements of the Act, this Declaration, the Exhibits annexed hereto, or the Rules and Regulations adopted pursuant to said documents, as the same 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 (including appellate attorneys' fees). A Unit Owner prevailing in an action with the Association, in addition to recovering his reasonable attorneys' fees, may recover additional amounts as determined by the court to be necessary to reimburse the Unit Owner for his share of Assessments levied by the Association to fund its expenses of the litigation.

20. Termination of Condominium. The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of Owners owning at least 80% of the applicable interests in the Common Elements and by the Primary Institutional First Mortgagee. In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee or lienor, as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements, or, if authorized by a vote of a majority of the Unit Owners, in proportion to the appraised value of each Unit as determined by an appraisal to be obtained by the Board. No payment shall be made to a Unit Owner until there has first been paid-off out of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the County. Upon recordation of such certificate, the Association within 30 business days shall notify the Division of the termination and the date the document was recorded, the county where the document was recorded, and the book and page number of the public records where the document was recorded, and shall provide the Division a copy of the recorded termination notice certified by the clerk. This Section may only be amended with the prior written consent of the Developer as long as it owns any Unit.
21. Additional Rights of Mortgagees and Others.
- 21.1 Availability of Association Documents. The Association shall have current and updated copies of the following available for inspection by Institutional First Mortgagees during normal business hours or under other reasonable circumstances as determined by the Board: (a) this Declaration; (b) the Articles; (c) the By-Laws; (d) the rules and regulations of the Association; and (e) the books, records and financial statements of the Association.
- 21.2 Amendments. No amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, change the proportion or percentages by which the Unit Owner shares the common expenses and owns the common surplus, or permit timeshare estates to be created in any Unit, without the consent of the record Owner of the Unit, all record owners of liens on the affected Unit, and all the record Owners of all other Units, unless it is required by any governmental entity.
- 21.3 Notices. Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of:
- (a) any condemnation or casualty loss affecting a material portion of the Condominium Property or the affected mortgaged Unit;
 - (b) a sixty (60) day delinquency in the payment of the Assessments or any Charges on a mortgaged Unit;
 - (c) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

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- (d) any proposed action which requires the consent of a specified number of mortgage holders.
- 21.4 Additional Rights. Institutional First Mortgagees shall have the right, upon written request to the Association, to: (a) receive a copy of the financial statement of the Association for the immediately preceding fiscal year; and (b) receive notices of and attend Association meetings.
- 21.5 Estoppel Certificates. Within 15 days after the date on which a request for an estoppel certificate is received from a Unit Owner or mortgagee, or his or her designee, the Association shall provide a certificate signed by an officer or authorized agent of the Association stating all assessments and other moneys owed to the Association by the Unit Owner or mortgagee with respect to the Unit. An Association may charge a fee for the preparation of such certificate, and the amount of such fee must be stated on the certificate. Any person other than a Unit Owner who relies upon a certificate receives the benefits and protection thereof. A summary proceeding pursuant to Florida Statutes 51.011 may be brought to compel compliance with this section, and the prevailing party is entitled to recover reasonable attorney's fees. The authority to charge a fee for the certificate shall be established by a written resolution adopted by the board or provided by a written management, bookkeeping, or maintenance contract and is payable upon the preparation of the certificate. If the certificate is requested in conjunction with the sale or mortgage of a Unit but the closing does not occur and no later than 30 days after the closing date for which the certificate was sought the preparer receives a written request, accompanied by reasonable documentation, that the sale did not occur from a payer that is not the Unit Owner, the fee shall be refunded to that payer within 30 days after receipt of the request. The refund is the obligation of the Unit Owner, and the Association may collect it from that owner in the same manner as an assessment as provided in this Declaration.
22. Covenant Running With the Land. All provisions of this Declaration, the Articles, By-Laws and applicable Rules and Regulations of the Association, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and shall inure to the benefit of the Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable rules and regulations, as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, By-Laws and applicable Rules and Regulations of the Association as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.
23. Access of Developer to Building and Units and to Reports. For as long as Developer remains liable to the Condominium Association, under any warranty, whether statutory,

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express or implied, for any act or omission of Developer in the development, construction, sale and marketing of the Condominium, then Developer and its agents shall have the right, in Developer's sole discretion, and from time to time upon the granting of access thereto by the Condominium Association or a Unit Owner, as the case may be, to enter the Condominium Property for the purpose of inspecting, testing and surveying same, to determine the need for repairs, improvements or replacements, so as to permit Developer to fulfill its obligations under such warranties. Failure of the Condominium Association or of a Unit Owner to grant such access may result in the appropriate warranty being nullified and of no further force or effect. For as long as the Developer remains liable to the Association under any warranty, whether statutory, express or implied, or for any act or omission of the Developer relative to the development, construction, sale and marketing of the Condominium, the Association shall furnish to the Developer all documentation prepared on behalf of the Association concerning the inspection, testing and surveying of the Common Elements or Units relative to analyzing such areas for compliance with all such warranties. Failure of the Association or of a Unit Owner to provide such access to reports and/or documentation shall result in the appropriate warranty being nullified and being of no further force or effect.

24. Notices. All notices to the Association required or desired hereunder or under the Articles or By-Laws, shall be sent by certified mail (return receipt requested) to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the address of such Owner's Unit, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or to such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or five (5) business days after proper mailing, whichever shall first occur.
25. Reservation of Roof, Air and Development Rights. In connection with the creation of this Condominium, the Developer shall and does hereby reserve unto itself, the ownership of the air space arising above the level of the roof of the structure constructed upon the Condominium Property, having the exterior dimensions of the perimeter walls of the Building and extending vertically into infinity, and an exclusive easement upon the surface of the roof of the Building. The Association and each Unit Owner do hereby further give and grant to the Developer, and the Developer does hereby reserve unto itself, such easements on, over, under, through and across the Condominium Property as may be necessary for the installation, repair, replacement and maintenance of all improvements and installations placed and constructed by the Developer upon the roof of the Condominium and all areas appurtenant thereto. The Developer, its successors and assigns also have an easement of subjacent lateral support and all other support in every portion of the Condominium Property which contributes to the support of any improvements constructed on or above the roof of the Condominium Property. The rights and privileges reserved by the Developer, in this Section 25, may be assigned (in whole or in part), leased, transferred and/or conveyed by the Developer. The provisions contained in this Section 25 may not be amended, modified or deleted, in whole or in part, without the written consent of the Developer, unless approved by a vote of 80% of the Unit Owners.

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26. Additional Provisions.

- 26.1 Interpretation. The Board of Directors shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretations shall be binding upon all parties unless wholly unreasonable and an opinion of legal counsel engaged by the Association for such purpose that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.
- 26.2 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over the provisions hereof.
- 26.3 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefore; provided, that the same person may not execute any single instrument on behalf of the Association in two separate capacities.
- 26.4 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Articles, the By-Laws or applicable Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.
- 26.5 Severability. 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 and By-Laws, or applicable Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.
- 26.6 Waiver; Modifications. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.
- 26.7 Execution of Documents; Attorney-in-Fact. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, shall be deemed to have acknowledged and agreed (i) that all of the provisions of this Declaration, and the Articles and By-Laws, and applicable Rules and Regulations, are fair and reasonable in all material respects, and (ii) to automatically consent to any rezoning, replatting, covenant in lieu of unity of title, revised site plan, change, addition or deletion made in, on or to the Properties, or transfer of density, use or other development rights, by the Developer or Declarant, or by any affiliate thereof, and in such regard, each Owner, or occupant of a Unit, hereby designates the Association to act on behalf of the Unit Owner, as agent and attorney-in-fact to consent to any such rezoning, replatting, covenant, revision, change, addition or deletion or transfer. If requested by the

Developer or the Declarant, each Owner shall evidence their consent to a rezoning, replatting, covenant, revision, change, addition or deletion or transfer in writing (provided, however, that the refusal to give such written consent shall not obviate the automatic effect of this provision). The foregoing Power of Attorney is irrevocable and is coupled with an interest. The provisions of this Section may not be amended without the consent of the Developer.

- 26.8 Litigation/Waiver of Jury Trial. As to any claim arising from or connected with the Developer's construction, development, repair, replacement or maintenance of the Condominium Property, or the Developer's operation of the Association (the "Development Matters"), it shall be a material condition precedent to the institution of any proceeding regarding Development Matters that (i) the party or parties bringing same shall have first given notice to the Developer or other party against whom/which relief or recovery is sought (the "Defendant") of the specific Development Matters complained of and what actions are necessary to cure or correct same and (ii) the Defendant shall have been given at least forty-five (45) days (subject to extension by reason of matters beyond the control of the Defendant or because of the nature of the applicable Development Matter(s) and the time necessary to cure or correct same) in which to cure or correct the applicable Development Matter(s) and shall have materially failed to do so. **THE DEVELOPER, THE ASSOCIATION, AND ALL OWNERS AND OTHER PERSONS ACQUIRING ANY RIGHT, TITLE OR INTEREST IN OR TO ANY UNIT, EACH HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM PERTAINING TO ANY DEVELOPMENT MATTERS.** Without limiting the general binding effect of this Declaration, each Owner and other person acquiring any right, title or interest in or to any Unit shall be deemed, by virtue of the acceptance of the conveyance, grant, transfer or assignment thereof, to be fully bound by the provisions of this Section 26.8, as shall the Developer and the Association.

- 26.9 Gender, Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

- 26.10 Captions. The captions herein and in the exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

- 26.11 Liability. Notwithstanding anything contained herein or in the Articles of Incorporation, Bylaws, any Rules or Regulations of the Association or any other document governing or binding the association (collectively, the "Association Documents"), the Association, except to the extent specifically provided to the contrary herein, shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Condominium Property and/or Association Property including, without limitation, Owners and their guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:
 - (a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which

govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;

- (b) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, County and/or any other jurisdiction or the prevention of tortious activities; and
- (c) the provisions of the Association Documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

Each Unit Owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in or lien upon, or making use of, any portion of the properties (by virtue of accepting such interest or lien or making such use) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed hereby. Notwithstanding anything contained herein to the contrary, the rights and remedies of each Unit Owner pursuant to Sections 718.111(3), 718.303 and 718.506, Florida Statutes, are not limited or abridged. As used herein, "Association" shall include within its meaning all of the Association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns, and any persons designated, from time to time, by the Association or by the Unit Owners to act on their behalf as directors, voting members or otherwise. The provisions hereof shall also inure to the benefit of the Developer, which shall be fully protected hereby.

27. **DISCLAIMER OF WARRANTIES.**

- 27.1 **GENERAL DISCLAIMER. DEVELOPER HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AS TO DESIGN, CONSTRUCTION, FURNISHING AND EQUIPPING OF THE CONDOMINIUM PROPERTY, EXCEPT AS MAY BE REQUIRED IN SECTION 718.618 OF THE ACT, TO THE EXTENT APPLICABLE. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND AS TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.**
- 27.2 **SPECIFIC ADDITIONAL DISCLAIMERS OF REPRESENTATIONS, WARRANTIES AND LIABILITY. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DEVELOPER OR ITS AGENTS OR EMPLOYEES, UNLESS EXPRESSLY SET FORTH IN THIS DECLARATION, AND THE DEVELOPER HEREBY**

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SPECIFICALLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR THE FOLLOWING:

- (a) ANY MATTERS RELATING TO THE VIEWS, DESIGNS, SECURITY, SIZE (SQUARE FOOTAGE), AND PRIVACY OF THE UNITS AND OTHER PORTIONS OF THE CONDOMINIUM, AND THE DESIGN, HEIGHT AND DENSITY OF THE SURROUNDING AREAS, INCLUDING, WITHOUT LIMITATION, THE PROPERTIES.
- (b) ANY MATTERS RELATING TO THE EXTERIOR LIGHTING SCHEME FOR THE IMPROVEMENTS WITHIN THE PROPERTIES, INCLUDING, WITHOUT LIMITATION, THE RESTAURANT PARCEL AND OTHER COMMERCIAL PARCELS LOCATED WITHIN THE PROPERTIES, WHICH MAY CAUSE EXCESSIVE ILLUMINATION AND MAY REQUIRE THE INSTALLATION OF WINDOW TREATMENTS.
- (c) THE PREVENTION OF TORTIOUS ACTIVITIES, THE SECURITY, HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM INCLUDING, WITHOUT LIMITATION, UNIT OWNERS AND THEIR TENANTS, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS. ANY PROVISIONS OF THIS DECLARATION, OR OF THE ARTICLES OR BY-LAWS, SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE RECIPIENT OF SUCH ASSESSMENT FUNDS TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENTS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.
- (d) THE PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAW, MERCHANTABILITY, USABILITY, FITNESS FOR A PARTICULAR PURPOSE OF ANY PORTION OF THE COMMON ELEMENTS OR OTHER PORTIONS OF THE CONDOMINIUM, INCLUDING, WITHOUT LIMITATION, THE SALE, OPERATION, LEVEL OR COST OF MAINTENANCE, TAXES OR REGULATION THEREOF.
- (e) BOWING AND/OR DEFLECTION OF MATERIALS, AND CRACKING AND SETTLEMENT OF IMPROVEMENTS, WHICH EACH OWNER RECOGNIZES AND AGREES IS TYPICAL IN THE TYPE OF IMPROVEMENTS IN THE CONDOMINIUM.
- (f) MOLDS, MILDEW, TOXINS AND FUNGI WHICH, GIVEN THE CLIMATE AND HUMID CONDITIONS IN FLORIDA, MAY EXIST AND/OR DEVELOP WITHIN THE UNITS, AND/OR OTHER PORTIONS OF THE CONDOMINIUM. EACH UNIT OWNER AGREES TO REGULARLY INSPECT THEIR UNITS FOR PLUMBING LEAKS, WATER ACCUMULATION, AND WATER INTRUSION THROUGH WINDOWS, DOORS AND ROOFS FOR ANY SIGNS OF MOLD AND REGULARLY MAINTAIN ADEQUATE AIR CIRCULATION AND VENTILATION BY CONTINUOUSLY OPERATING ITS HVAC SYSTEM.

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- (g) NOISE, MUSIC, VIBRATIONS, ODORS, COMMOTION AND OTHER UNPLEASANT EFFECTS OF NEARBY ACTIVITY, AND EMANATING FROM PROPERTIES INCLUDING, WITHOUT LIMITATION, THE RESTAURANT PARCEL AND OTHER COMMERCIAL PARCELS LOCATED THEREIN WHICH MAY, BECAUSE OF THEIR PROXIMITY TO THE CONDOMINIUM, CREATE DISTURBANCES IMPEDE THE USE OF PORTIONS OF THE CONDOMINIUM.
 - (h) ACTS OF GOD AND UNCONTROLLABLE EVENTS AND, GIVEN THE LOCATION OF THE CONDOMINIUM, THE EXPOSURE TO THE POTENTIAL DAMAGES FROM FLOODING AND FROM HURRICANES, INCLUDING (WITHOUT LIMITATION), DAMAGES FROM STORM SURGES AND WIND-DRIVEN RAIN AND IN ANY PORTIONS OF THE IMPROVEMENTS LOCATED BELOW THE FEDERAL FLOOD PLAIN.
 - (i) THE LEVEL OF SOUND TRANSMISSION BETWEEN AND AMONG UNITS AND THE OTHER PORTIONS OF THE CONDOMINIUM, THE PROPERTIES AND THE SURROUNDING AREAS WHICH, BECAUSE SOUND TRANSMISSION IN A HIGH-RISE BUILDING SUCH AS THE CONDOMINIUM IS VERY DIFFICULT TO CONTROL, MAY CREATE DISTURBANCES IMPEDE THE USE OF THE UNITS AND OTHER PORTIONS OF THE CONDOMINIUM.
 - (j) THE LARGE TEMPERATURE FLUCTUATIONS IN THE UNITS, WHICH ARE LIKELY TO OCCUR DESPITE THE NORMAL OPERATIONS OF THE AIR CONDITIONING SYSTEMS, DUE TO THE LARGE AMOUNTS OF OUTDOOR GLASS WINDOWS AND DOORS AND THE LOCATION OF THE VARIOUS ROOMS WITHIN THE UNIT, AS WELL AS THE DIFFERING WEATHER CONDITIONS THROUGHOUT THE YEAR, AND WHICH WILL REQUIRE THE INSTALLATION OF INDOOR WINDOW TREATMENTS SUCH AS CURTAINS AND BLINDS.
- 27.3 EACH OWNER, BY ACCEPTING AND ACQUIRING TITLE TO A UNIT, AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES), SHALL BE BOUND BY THIS ARTICLE, SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH EACH OF THE ABOVE MATTERS AND OCCURRENCES AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE DEVELOPER AND THE CONDOMINIUM ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE AFOREMENTIONED PARTIES HAS BEEN DISCLAIMED IN THIS SECTION.
- 27.4 DISCLAIMERS OF REPRESENTATIONS, WARRANTIES AND LIABILITY. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DEVELOPER OR ITS AGENTS OR EMPLOYEES AND DEVELOPER HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW. AS TO SUCH WARRANTIES AND LIABILITIES WHICH

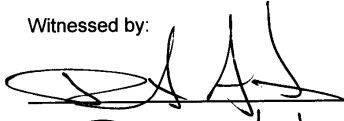
CANNOT BE DISCLAIMED, AND AS TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

27.5 **LIMITATION OF DAMAGES.** AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL, SPECIAL, PUNITIVE AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL OWNERS, BY VIRTUE OF ACCEPTANCE OF TITLE TO THEIR RESPECTIVE UNITS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

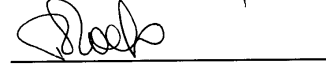
27.6 **REFERENCES TO DEVELOPER AND ASSOCIATION.** AS USED IN THIS SECTION, REFERENCES TO DEVELOPER SHALL INCLUDE WITHIN THEIR MEANING ITS MEMBERS, PARTNERS, AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AND ITS SUCCESSORS AND ASSIGNS AND REFERENCES TO THE "ASSOCIATION", OR THE "CONDOMINIUM ASSOCIATION", SHALL INCLUDE ALL OF ITS DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 5 day of May, 2013.

Witnessed by:



Name: Patricia Acosta



Name: Roufo PAOLA

THE PRESERVE AT ST. NICHOLAS INVESTMENTS, LLC, a Florida limited liability company

By: 
Diego Besga, Manager

By: 
Alejandro S. Astar, Manager



Address: 2804 NE 208 Terrace, Suite 200 Aventura, FL 33186 (Corporate Seal)

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

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The foregoing Declaration was acknowledged before me this 15 day of May, 2013, by Diego Besga, as Manager, and Alejandro S. Atar, as Manager of The Preserve at St Nicholas Investments LLC, a Florida limited liability company. Such person is personally known to me.

[SEAL]:

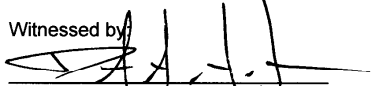
Name 
 Notary Public, State of Florida
 My Commission Expires:  NOTARY PUBLIC, STATE OF FLORIDA
 Karina Bruschetti
 Commission # EE103363
 Expires: JUNE 15, 2015
 BONDED THRU ATLANTIC BONDING CO., INC.

DECLARATION
-56-

JOINDER

The Preserve at St. Nicholas Condominium Association, Inc., a Florida corporation not-for-profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and exhibits attached hereto.

IN WITNESS WHEREOF, The Preserve at St. Nicholas Condominium Association, Inc. has caused these presents to be signed in its name by its proper officer and its corporate seal to be affixed this ____ day of _____, 2013.

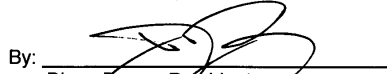
Witnessed by 

Name: Patricia Acosta



Name: Alex Nahabetian

The Preserve at St. Nicholas Condominium Association, Inc., a Florida corporation not-for-profit

By: 
Diego Besga, President
Address: 2801 NE 208 Terrace, Suite 200
Aventura, FL 33180

(Corporate Seal)

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing joinder was acknowledged before me this 15th day of May, 2013 by Diego Besga, as President of The Preserve at St. Nicholas Condominium Association, Inc., a Florida corporation not-for-profit, on behalf of said corporation. Such person is personally known to me or produced a driver's license as identification.

[SEAL]:


Name _____
Notary Public, State of Florida PUBLIC STATE OF FLORIDA
Karina Bruschetti
My Commission Expires Commission # EE103363
EXPIRES: JUNE 13, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

CONSENT OF MORTGAGEE

Recitals:

1. BRT RLOC LLC, a New York limited liability company ("Lender") is the holder of the mortgage given by The Preserve at St. Nicholas Investments LLC, a Florida limited liability company ("Borrower"), to Lender dated July 2, 2012 and recorded in Official Records Book 16010, at Page 1453, of the Public Records of Duval County, Florida ("Mortgage").

2. Lender has been requested by Borrower to consent to the Declaration of Condominium of The Preserve at St. Nicholas, a Condominium ("Declaration").


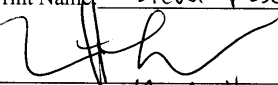
Now, therefore, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lender hereby consents to the execution, delivery, and recording of the Declaration.


Lender makes no warranty or any representation of any kind or nature concerning the Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of the subject condominium, and it does not assume and shall not be responsible for any of the obligations or liabilities of the developer contained in the Declaration for the Condominium, or other documents issued in connection with the promotion of the Condominium. None of the representations contained in the Condominium documents shall be deemed to have been made by Lender, nor shall they be construed to create any obligation on Lender to any person relying thereon. This consent is limited to the purposes and requirements of Section 718.104, Florida Statutes, and does not affect or impair the rights and remedies of Lender as set forth in the Mortgage, or in the Declaration.

IN WITNESS WHEREOF, Lender has caused this Consent of Mortgagee to be executed this 15th day of May, 2013.

WITNESSES:

BRT RLOC LLC, a New York limited liability company


Print Name: Steven Rosen Zweis

Print Name: Mark H. Witz

By: 
Print Name: Matthew C. ...
Its: EUP

(Corporate Seal)

9357325:1

STATE OF NEW YORK)
) SS:
COUNTY OF NASSAU)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by MITCHELL GOULD, as EXECUTIVE V.P. of BRT RLOC LLC, a New York limited liability company, freely and voluntarily under authority duly vested in him/her by said entity. He/She is personally known to me or has provided _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 15 day of May, 2013.

Dorothy M. Heffernan
Notary Public State of Florida at Large
Print Name: _____

My Commission Expires:

DOROTHY M. HEFFERNAN
Notary Public, State of New York
No. 01HE4641732
Qualified in Queens County
Cert. Filed in Nassau County
Commission Expires October 31, 20 13

9357325:1

EXHIBIT "1"LEGAL DESCRIPTION

A tract of land in the R. Hogan Grant, Section 42, Township 2 South, Range 27 East, Jacksonville, Duval County, Florida, more particularly described as follows: For a point of beginning, commence at the Northeasterly corner of Lot 7, Replat of part of Holly Oaks, according to Plat recorded in the Public Records of said County, in Plat Book 15, Page 79, said point also being located in the Southerly right of way line of Atlantic Boulevard (State Road No. 10), a 100 foot right of way, and run North 83° 22' 00" East, along said right of way line, and along the Northerly boundary of that certain land described in Public Records in Deed Book 71, Page 471, a distance of 160.52 feet to a point of curvature in said right of way line and in said boundary; run thence Northeasterly, along said right of way line, along Northerly boundary and along the arc of a curve, concave Northwesterly and having a radius of 1474.07 feet, a chord distance of 7.38 feet to the Northeasterly corner of the land described in said Deed Book 71, Page 471, the bearing of the aforementioned chord being North 83° 13' 30" East, run thence South 17° 17' 34" East, along the Easterly boundary of said land and along the Westerly boundary of that certain land described in said Public Records in Deed Book 134, Page 284, a distance of 315.00 feet to a point; run thence North 71° 29' 30" East, a distance of 208.05 feet to a point in the Easterly boundary of the land described in said Deed Book 134, Page 284, run thence South 18° 30' 30" East, along said Easterly boundary, a distance of 289.91 feet to a point located in the Northerly boundary of that certain land described in said Public Records in Deed Book 84, Page 241, run thence North 75° 50' 40" East, along said Northerly boundary, a distance of 116.42 feet to the Northeasterly corner of said land; run thence South 6° 53' 40" East, along the Easterly boundary of said land, along the Easterly boundary of that certain land described in said Public Records in Deed Book 788, Page 245, and along the Westerly Boundary of that certain land described in the former Public Records of said County in Deed Book "Y", Page 391, a distance of 430.83 feet to the Southwest corner of the land described in said Deed Book "Y", Page 391, said corner also being the Northwest corner of that certain land described in said Public Records in Deed Book 788, Page 246; run thence South 5° 11' 37" East, along the Westerly boundary of said land continuing along the Easterly boundary of the land described in said Deed Book 788, Page 245, a distance of 82.32 feet to a point; run thence South 4° 58' 50" East, continuing along said Easterly boundary, a distance of 256.30 feet to the Southeasterly corner of said land; run thence South 67° 48' 35" West, along the Southerly boundary of said land, a distance of 104.65 feet to a point; run thence South 5° 02' 08" East, along the Westerly boundary of the land described in said Public Records in Official Records Volume 2215, Page 319, a distance of 608.84 feet to a point in the Northerly right of way line of Carmichael Avenue, as said line is described in said Public Records, in Official Records Volume 2275, Page 13; run thence South 51° 19' 10" West, along said right of way line, a distance of 139.08 feet to a point in the Easterly boundary of Mayfair Place, according to plat recorded in said Public Records in Plat Book 17, Page 29; run thence in a general Northerly direction along said boundary as follows: First Course, North 16° 40' 20" West, a distance of 624.12 feet; Second Course, South 66° 28' 30" West, a distance of 16.00 feet to a point; Third Course North 17° 02' 50" West, a distance of 189.80 feet to a point; run thence North 72° 57' 10" East, a distance of 70.00 feet to a point; run thence North 17° 02' 50" West, a distance of 75.00 feet to a point; run thence North 19° 54' 55" West, a distance of 125.55 feet to a point; run thence North 16° 35' 00" West, a distance of 183.4 feet to a point; run thence South 79° 32' 10" West, a distance of 49.2 feet to a point; run thence North 16° 44' 30" West, a distance of 245.75 feet to the Southeasterly corner of said Lot 7, Replat of Part of Holly Oaks; run thence North 16° 44' 30" West along the Easterly boundary of said Lot, a distance of 600.00 feet to the point of beginning.


EXHIBIT 2
SITE PLAN, SURVEY AND FLOOR PLANS

SURVEYOR'S CERTIFICATION:

STATE OF FLORIDA)
) SS
DUVAL COUNTY)

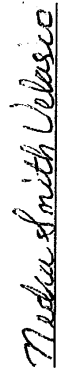
BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, PERSONALLY APPEARED ROBERT F. KEMERSON, PSM, VICE PRESIDENT OF VELCON GROUP, INC., WHO, AFTER FIRST BEING DULY SWORN BY ME DEPOSES AND SAYS THAT:

1. HE IS A DULY REGISTERED LAND SURVEYOR AND MAPPER UNDER THE LAWS OF THE STATE OF FLORIDA, BEING LAND SURVEYOR AND MAPPER NO. 6285.
2. THIS CERTIFICATION IS MADE PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND IS A CERTIFICATION THAT EXHIBIT NO. "1" IS AN ACCURATE REPRESENTATION OF THE IMPROVEMENTS DESCRIBED THEREON AND THAT THE CONSTRUCTION OF THE IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF WHICH THIS CERTIFICATION AND EXHIBIT IS A PART IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS DESCRIBED SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.


 ROBERT F. KEMERSON
 PROFESSIONAL LAND SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NUMBER 6285

SWORN TO AND SUBSCRIBED BEFORE ME THIS 3rd DAY
 OF Feb, 2012, BY ROBERT F. KEMERSON, WHO IS
 PERSONALLY KNOWN TO ME.

NOTARY PUBLIC STATE OF FLORIDA
 Nedra Smith Velasco
 Commission # E009282
 Expires: NOV. 02, 2014
 BONDED THROUGH ATLANTIC BONDING CO., INC.


 NEDRA SMITH VELASCO
 NOTARY PUBLIC, STATE OF FLORIDA

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VELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 CERTIFICATE OF AUTHORIZATION NO. 18 1912
 702 S.W. 10TH ST. SUITE 100
 FORT ST. LUCIE, FLORIDA 34855
 PHONE (772) 879-0477 (772) 871-6539
 WWW.VELCONGROUP.COM



EXHIBIT B TO THE DECLARATION OF
 THE PRESERVE AT ST. NICHOLAS

DATE: _____
 SIGNATURE: _____

JOB NO.: 11-069
 SHEET: 1 OF 65
 DATE: 11-11-11

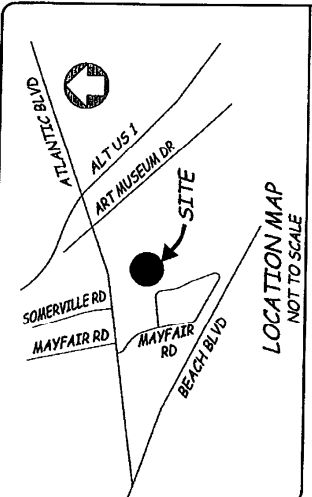
VELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 CENTRAL OFFICE: 1818 W. 15TH AVE., SUITE 100, MIAMI, FL 33135
 PHONE: (305) 872-4177 (FAX) 872-4559
 WWW.VELCONGROUP.COM



EXHIBIT B TO THE DECLARATION OF THE PRESERVE AT ST. NICHOLAS

DATE: _____
 REVISION: _____

JOB NO.:	11-069
DATE:	11-11-11
SHEET:	2 OF 65
TITLE:	11-11-11
CITY:	
COUNTY:	
STATE:	



ABBREVIATION SCHEDULE

POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 CBS = CONCRETE BLOCK STRUCTURE
 BLDG = BUILDING
 FFE = FINISH FLOOR ELEVATION
 O.R.B. = OFFICIAL RECORD BOOK
 PG. = PAGE
 IP = IRON PIPE
 CM = CONCRETE MONUMENT
 Δ = DELTA
 R = RADIUS
 L = LENGTH OF ARC
 FND = FOUND
 (D) = DEED INFORMATION
 (M) = MEASURED INFORMATION
 (typ) = TYPICAL
 DC = CURB 'D' TYPE
 FC = CURB 'F' TYPE
 S/W = SIDEWALK
 OHE = OVERHEAD ELECTRIC LINES
 CONC = CONCRETE
 M-FNC = METAL FENCE
 P-FNC = PLASTIC FENCE
 W-FNC = WOOD FENCE
 R-WALL = RETAINING WALL
 COR = CORNER
 O = SET IRON ROD/CAP "VELCON LB4942"

NOTES:
 SUBJECT TO ANY APPLICABLE EASEMENTS, RIGHTS-OF-WAY, OR OTHER RESTRICTIONS OF RECORD.
 A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN MADE BY THIS OFFICE.
 BEARINGS SHOWN HEREON ARE REFERENCED TO THE SOUTHERLY RIGHT OF WAY LINE OF ATLANTIC AVENUE.
 LEGAL DESCRIPTION PROVIDED BY CLIENT.
 ALL IMPROVEMENTS SHOWN HEREIN ARE EXISTING FEATURES.
 ELEVATIONS ARE BASED ON THE FIRST STORY FINISH FLOOR HAVING AN ASSUMED ELEVATION OF 0.00 FEET.
 THE PLANES WHICH DEFINE THE BOUNDARY OF A UNIT ARE THE VERTICAL PLANES OF THE INTERIOR UNDECORATED FINISHED SURFACES OF THE PERIMETER WALLS OF THE UNITS AS SHOWN ON THE UNIT FLOOR PLANS AND THE HORIZONTAL PLANES OF THE INTERIOR UNDECORATED FINISHED SURFACES OF THE FLOOR AND CEILING.
 DIMENSIONS AS SHOWN ON THE ATTACHED FLOOR PLANS, WITHIN THE INDIVIDUAL UNITS ARE AVERAGE DIMENSIONS TO THE INTERIOR UNDECORATED FINISHED SURFACES OF THE VERTICAL BOUNDARY PLANES OF THE UNIT. INDIVIDUAL UNIT MEASUREMENTS VARIED 0.20' ± AND ARE SUBJECT TO NORMAL CONSTRUCTION AND MEASUREMENT DEVIATIONS.
 CEILING HEIGHTS ARE MEASURED FROM THE FINISH FLOOR (TOP OF CONCRETE SLAB) OF THE INDIVIDUAL UNITS.
 ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY, IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.
 THERE ARE NO ABOVE GROUND ENCROACHMENTS UNLESS OTHERWISE SHOWN.
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
COMMON ELEMENTS:
 1) EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITY AND OTHER SERVICES TO UNITS AND THE COMMON ELEMENTS AND/OR ASSOCIATION PROPERTY.
 2) ALL LANDS AND ALL PORTIONS OF IMPROVEMENTS, NOT WITHIN A UNIT OR NOT DESIGNED AS A LIMITED COMMON ELEMENT, ARE PARTS OF THE COMMON ELEMENTS.
 3) AN EASEMENT OF SUPPORT IN EVERY PORTION OF A UNIT, WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.

ROBERT F. KEMERSON
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA # 6285
 Project: 11-069\11-069.dwg, SHEET 02, 3/7/2012 3:26:52 PM

WELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 CERTIFICATE OF AUTHORIZATION NO. 18 1942
 1201 W. 17th Street, Suite 100
 Fort St. Lucie, Florida 34853
 Phone (772) 878-0477 (Fax) 871-8599
 WWW.WELCONGROUP.COM




EXHIBIT B TO THE DEPARTMENT OF
 THE PRESERVE AT ST. NICHOLAS

DATE	
REVISION	

JOB NO.:	11-069
SHEET:	3 OF 65
DATE:	11-11-11
BY:	
CHECKED BY:	
SCALE:	
TITLE:	

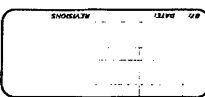
LEGAL DESCRIPTION: PER SPECIAL WARRANTY DEED IN LIEU OF FORECLOSURE IN OFFICIAL RECORD BOOK 15660, PAGE 2426, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

A TRACT OF LAND IN THE R. HOGAN GRANT, SECTION 42, TOWNSHIP 2 SOUTH, RANGE 27 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEASTERLY CORNER OF LOT 7, REPLAT OF PART OF HOLLY OAKS, ACCORDING TO PLAT RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY, IN PLAT BOOK 15, PAGE 79. SAID POINT ALSO BEING LOCATED IN THE SOUTHERLY RIGHT OF WAY LINE OF ATLANTIC BOULEVARD (STATE ROAD No. 10), A 100 FOOT RIGHT OF WAY, AND RUN NORTH 89°22'00" EAST, ALONG SAID RIGHT OF WAY LINE, AND ALONG THE NORTHERLY BOUNDARY OF THAT CERTAIN LAND DESCRIBED IN PUBLIC RECORDS IN DEED BOOK 71, PAGE 471, A DISTANCE OF 160.52 FEET TO A POINT OF CURVATURE IN SAID RIGHT OF WAY LINE AND IN SAID BOUNDARY; RUN THENCE NORTHEASTERLY, ALONG SAID RIGHT OF WAY LINE, ALONG NORTHERLY BOUNDARY AND ALONG THE ARC OF A CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1474.07 FEET, A CHORD DISTANCE OF 7.38 FEET TO THE NORTHEASTERLY CORNER OF THE LAND DESCRIBED IN SAID DEED BOOK 71, PAGE 471, THE BEARING OF THE AFOREMENTIONED CHORD BEARING NORTH 83°13'30" EAST, RUN THENCE SOUTH 17°17'34" EAST, ALONG THE EASTERLY BOUNDARY OF SAID LAND AND ALONG THE WESTERLY BOUNDARY OF THAT CERTAIN LAND DESCRIBED IN SAID PUBLIC RECORDS IN DEED BOOK 134, PAGE 284, A DISTANCE OF 315.00 FEET TO A POINT; RUN THENCE NORTH 71°29'30" EAST, A DISTANCE OF 208.05 FEET TO A POINT IN THE EASTERLY BOUNDARY OF THE LAND DESCRIBED IN SAID DEED BOOK 134, PAGE 284, RUN THENCE SOUTH 18°30'30" EAST, ALONG SAID EASTERLY BOUNDARY, A DISTANCE OF 289.91 FEET TO A POINT LOCATED IN THE NORTHERLY BOUNDARY OF THAT CERTAIN LAND DESCRIBED IN SAID PUBLIC RECORDS IN DEED BOOK 84, PAGE 241, RUN THENCE NORTH 79°50'40" EAST, ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 116.42 FEET TO THE NORTHEASTERLY CORNER OF SAID LAND; RUN THENCE SOUTH 6°53'40" EAST, ALONG THE EASTERLY BOUNDARY OF SAID LAND, ALONG THE EASTERLY BOUNDARY OF THAT CERTAIN LAND DESCRIBED IN SAID PUBLIC RECORDS IN DEED BOOK 788, PAGE 245, AND ALONG THE WESTERLY BOUNDARY OF THAT CERTAIN LAND DESCRIBED IN SAID PUBLIC RECORDS OF SAID COUNTY IN DEED BOOK "Y", PAGE 391, A DISTANCE OF 430.83 FEET TO THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN SAID DEED BOOK "Y", PAGE 391, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF THAT CERTAIN LAND DESCRIBED IN SAID PUBLIC RECORDS IN DEED BOOK 788, PAGE 246; RUN THENCE SOUTH 5°11'37" EAST, ALONG THE WESTERLY BOUNDARY OF SAID PUBLIC RECORDS IN DEED BOOK 788, PAGE 246; RUN THENCE SOUTH 4°58'50" EAST, CONTINUING ALONG SAID EASTERLY BOUNDARY, A DISTANCE OF 82.32 FEET TO A POINT; RUN THENCE SOUTH 4°58'50" EAST, CONTINUING ALONG SAID EASTERLY BOUNDARY, A DISTANCE OF 256.30 FEET TO THE SOUTHEASTERLY CORNER OF SAID LAND; RUN THENCE SOUTH 67°48'35" WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID LAND, A DISTANCE OF 104.65 FEET TO A POINT; RUN THENCE SOUTH 5°02'08" EAST, ALONG THE WESTERLY BOUNDARY OF SAID LAND DESCRIBED IN SAID PUBLIC RECORDS IN OFFICIAL RECORDS VOLUME 2215, PAGE 319, A DISTANCE OF 608.84 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF CARMICHEAL AVENUE, AS SAID LINE IS DESCRIBED IN SAID PUBLIC RECORDS, OFFICIAL RECORDS VOLUME 2275, PAGE 13; RUN THENCE SOUTH 51°19'10" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 139.08 FEET TO A POINT IN THE EASTERLY BOUNDARY OF MAYFAIR PLACE, ACCORDING TO PLAT RECORDED IN SAID PUBLIC RECORDS IN PLAT BOOK 17, PAGE 29; RUN THENCE IN A GENERAL NORTHERLY DIRECTION ALONG SAID BOUNDARY AS FOLLOWS: FIRST COURSE, NORTH 16°40'20" WEST, A DISTANCE OF 624.12 FEET; SECOND COURSE, SOUTH 66°28'30" WEST, A DISTANCE OF 16.00 FEET TO A POINT; THIRD COURSE, NORTH 17°02'50" WEST, A DISTANCE OF 189.80 FEET TO A POINT; RUN THENCE NORTH 72°57'10" EAST, A DISTANCE OF 70.00 FEET TO A POINT; RUN THENCE NORTH 17°02'50" WEST, A DISTANCE OF 75.00 FEET TO A POINT; RUN THENCE NORTH 19°54'55" WEST, A DISTANCE OF 125.55 FEET TO A POINT; RUN THENCE NORTH 16°35'00" WEST, A DISTANCE OF 183.40 FEET TO A POINT; RUN THENCE SOUTH 79°32'10" WEST, A DISTANCE OF 49.20 FEET TO A POINT; RUN THENCE NORTH 16°44'30" WEST, A DISTANCE OF 245.75 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 7, REPLAT OF PART OF HOLLY OAKS; RUN THENCE NORTH 16°44'30" WEST ALONG THE EASTERLY BOUNDARY OF SAID LOT 7, A DISTANCE OF 600.00 FEET TO THE POINT OF BEGINNING.

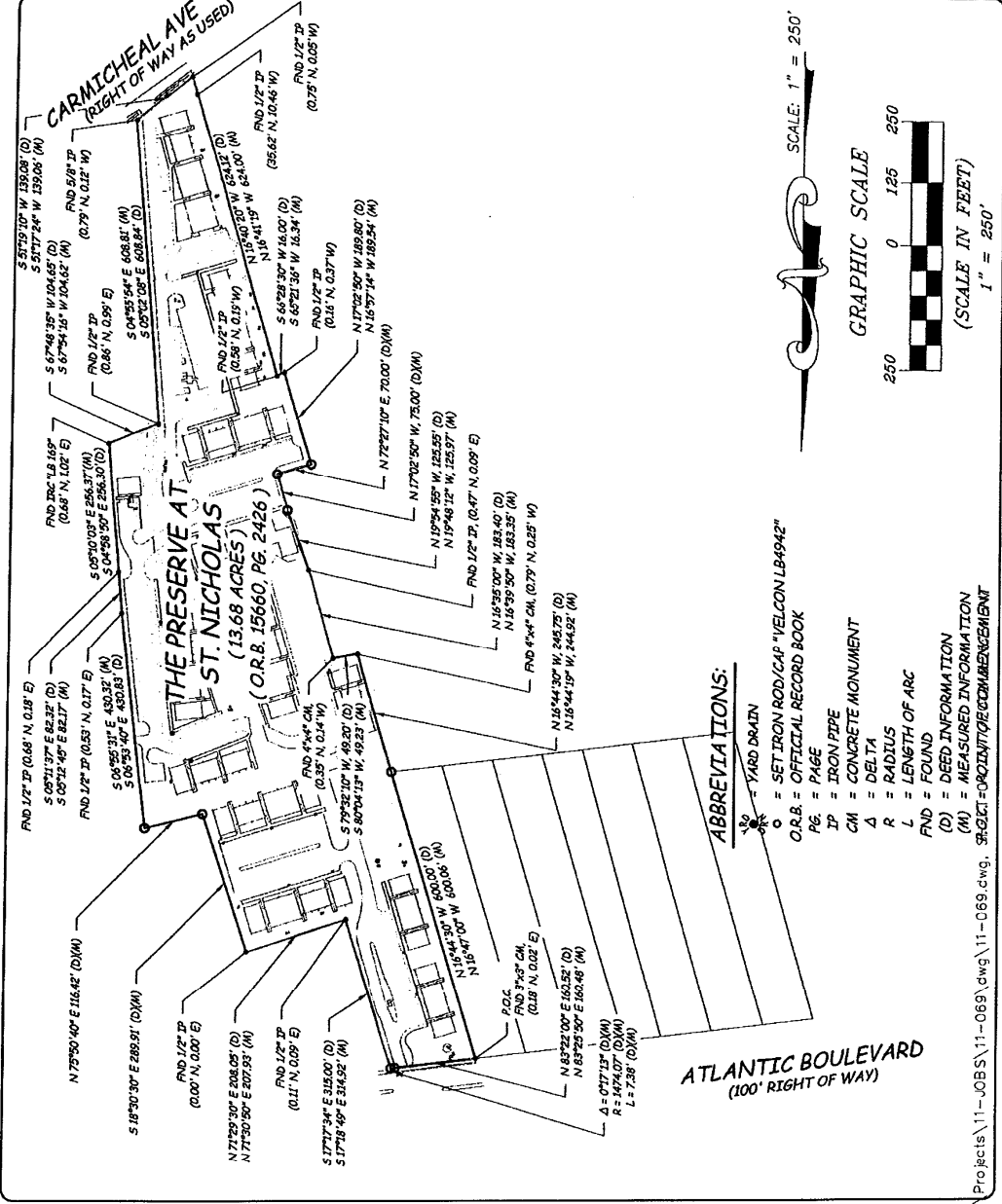
SAID TRACT OF LAND CONTAINING WITHIN SAID BOUNDS 595,745.29 SQUARE FEET (13.68 ACRES)± MORE OR LESS.
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VELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 1001 S.W. 10TH AVENUE, SUITE 100
 FORT LAUDERDALE, FLORIDA 33304
 PHONE (772) 878-0477 (772) 878-6889
 Web Site: www.velcongroup.com

EXHIBIT B TO THE DECLARATION OF
 THE PRESERVE AT ST. NICHOLAS

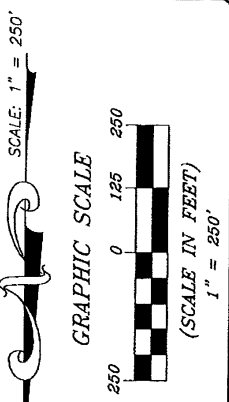


JOB NO.:	11-069
SHEET:	4 OF 65
DATE:	11-17-11
SCALE:	N/A
DATE:	N/A
BY:	N/A
DATE:	N/A



ABBREVIATIONS:

- = SET IRON ROD/CAP "VELCON LB4942"
- OR.B. = OFFICIAL RECORD BOOK
- PG. = PAGE
- IP = IRON PIPE
- CM = CONCRETE MONUMENT
- A = DELTA
- R = RADIUS
- L = LENGTH OF ARC
- FND = FOUND
- (D) = DEED INFORMATION
- (M) = MEASURED INFORMATION
- FR-GLT = ORIGINAL TO COMMENCEMENT



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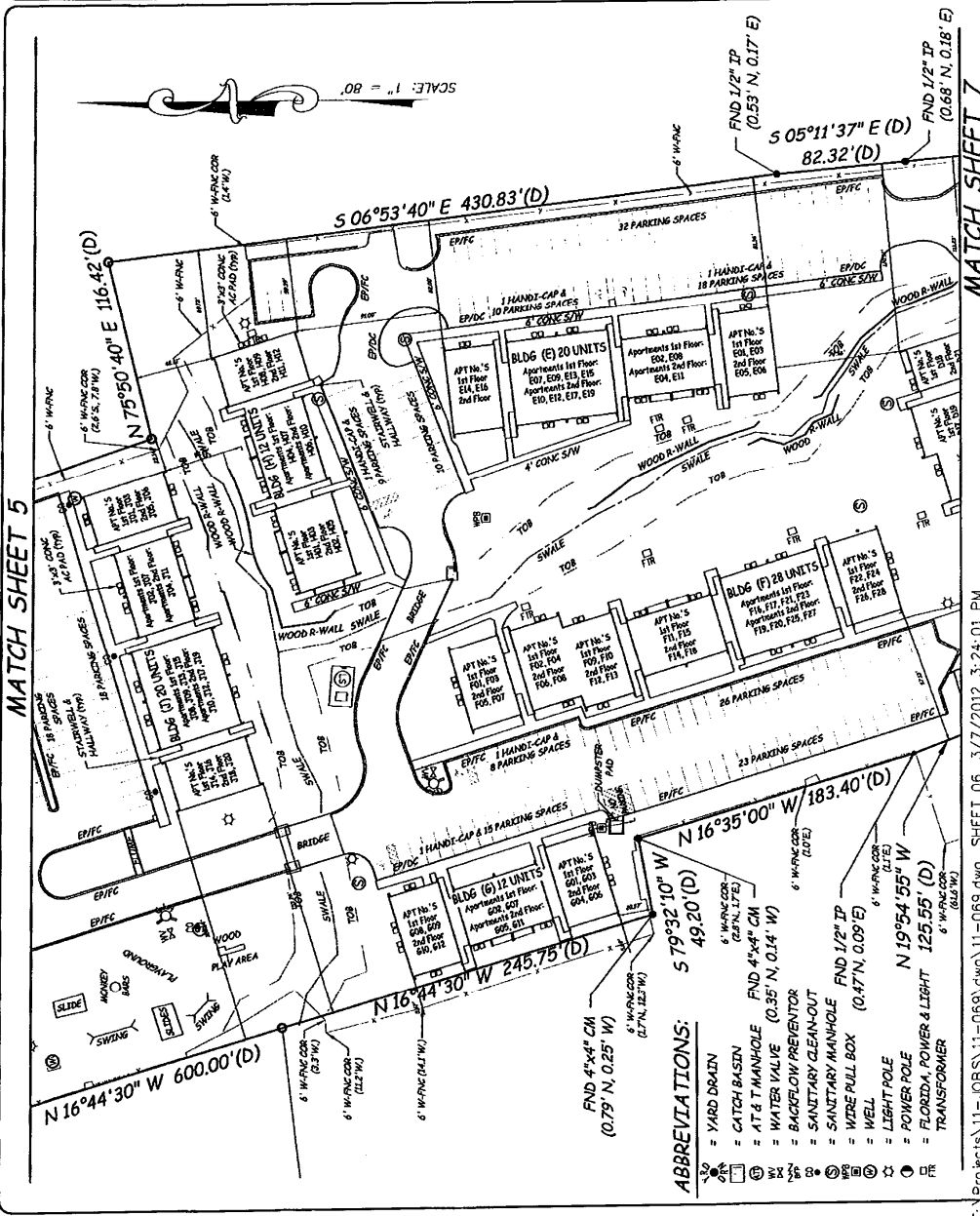
VELCON GROUP, INC.
ENGINEERS & SURVEYORS
CENTRAL OFFICE
702 S.W. 5TH ST. SUITE 200
MIAMI, FLORIDA 33135
PHONE (305) 371-2777 (773) 371-8839
FAX (305) 371-2777
WWW.VELCONGROUP.COM



EXHIBIT B TO THE DECLARATION OF THE PRESERVE AT ST. NICHOLAS

DATE	DESCRIPTION
11-06-11	ISSUED FOR PERMIT

JOB NO.	11-069
DATE	11-06-11
SCALE	AS SHOWN
SHEET	6 OF 65



- ABBREVIATIONS:**
- YARD DRAIN
 - CATCH BASIN
 - AT & T MANHOLE
 - WATER VALVE
 - BACKFLOW PREVENTOR
 - SANITARY CLEAN-OUT
 - SANITARY MANHOLE
 - WIRE PULL BOX
 - WELL
 - LIGHT POLE
 - POWER POLE
 - FLORIDA POWER & LIGHT TRANSFORMER

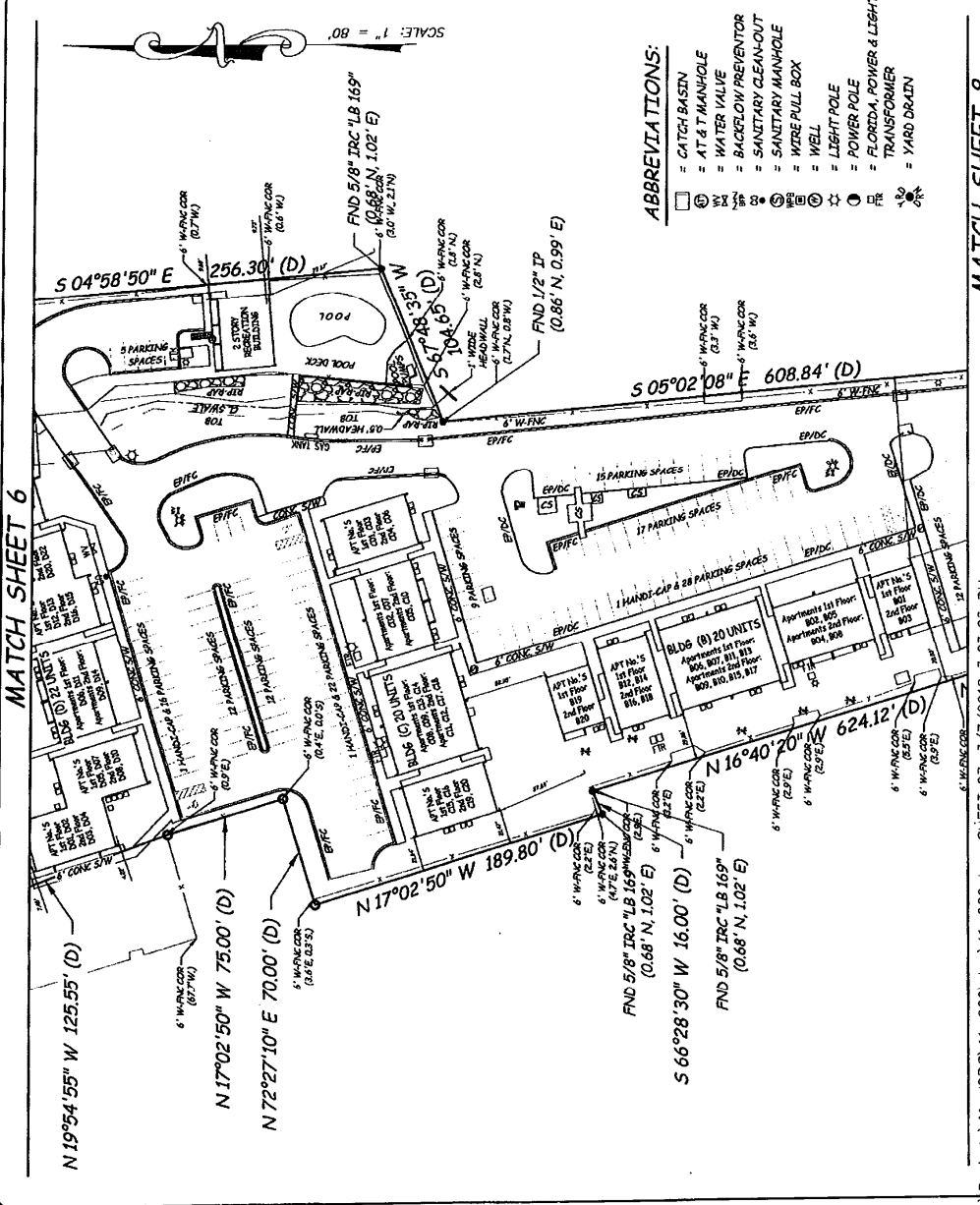
MATCH SHEET 5
MATCH SHEET 7
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VELCON GROUP, INC.
ENGINEERS & SURVEYORS
 CERTIFICATE OF ADMISSION NO. 4412
 702 S.W. FIRST ST. FLOOR 810
 FORT ST. LUCE, FLORIDA 32834
 PHONE (772) 875-0477 (772) 871-6539
 FAX (772) 875-0477
 WWW.VELCONGROUP.COM

EXHIBIT B TO THE DECLARATION OF
 THE PRESERVE AT ST. NICHOLAS

DATE:	07/11/12
BY:	WJS
PROJECT:	THE PRESERVE AT ST. NICHOLAS

JOB NO.:	11-069
DATE:	7 OF 69
SHEET:	11-11-11
SCALE:	1" = 80'



- ABBREVIATIONS:**
- ☐ = CATCH BASIN
 - ⊕ = AT & T MANHOLE
 - ⊖ = WATER VALVE
 - ⊗ = BACKFLOW PREVENTOR
 - ⊙ = SANITARY CLEAN-OUT
 - ⊚ = SANITARY MANHOLE
 - ⊛ = WIRE PULL BOX
 - ⊜ = WELL
 - ⊝ = LIGHT POLE
 - ⊞ = POWER POLE
 - ⊟ = FLORIDA, POWER & LIGHT TRANSFORMER
 - ⊠ = YARD DRAIN

MATCH SHEET 8

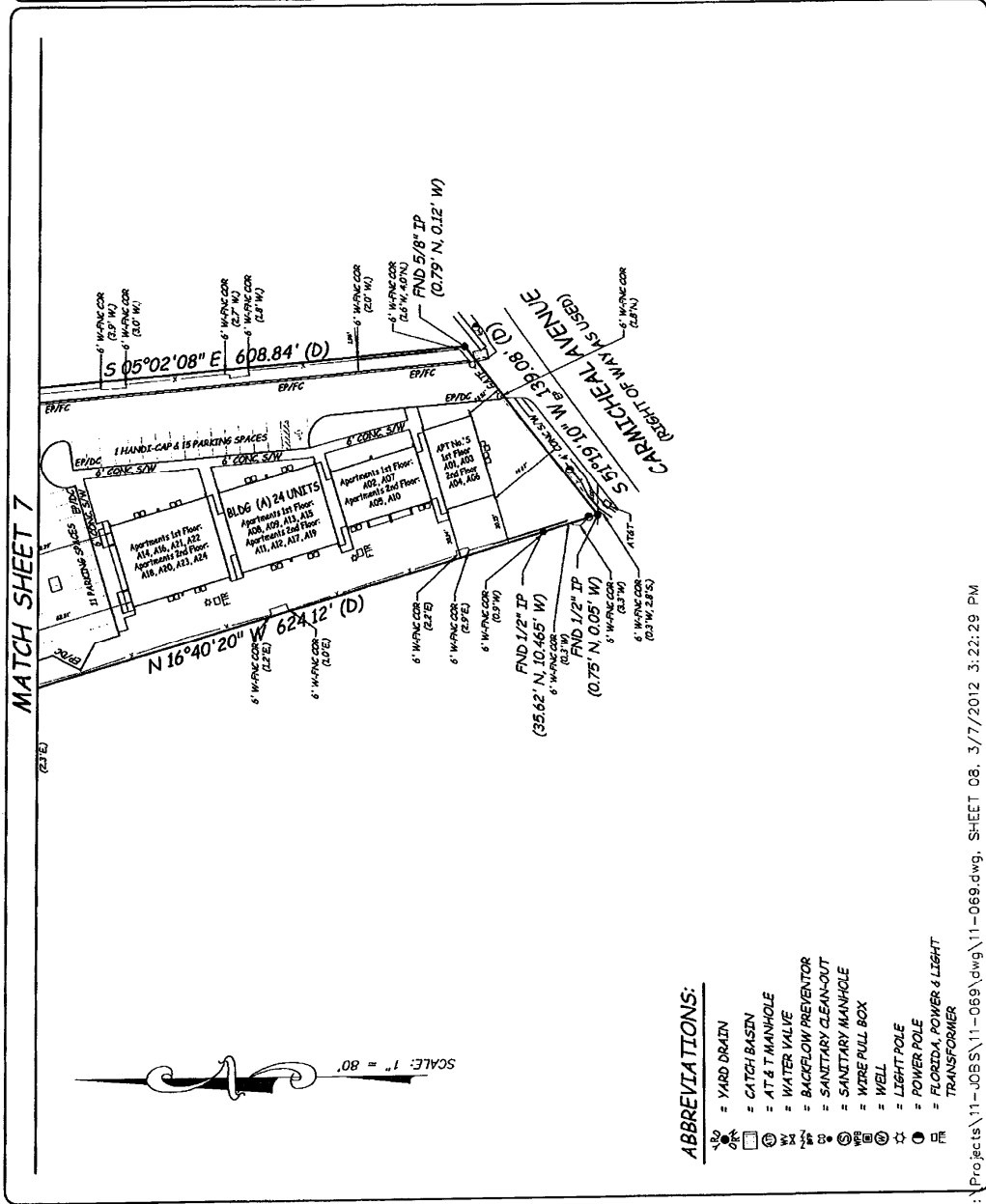
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VELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 702 S.W. 40th St. Suite 200
 Fort Lauderdale, FL 33304
 PHONE (772) 879-0777 (772) 871-8859
 FAX (772) 879-0777
 Web Site: www.velcongroup.com

EXHIBIT B TO THE DECLARATION OF
 THE PRESERVE AT ST. NICHOLAS

DATE	DESCRIPTION

JOB No.	11-069
DATE	3/7/2012
SHEET	8 OF 65



SCALE: 1" = 80'

- ABBREVIATIONS:**
- = YARD DRAIN
 - = CATCH BASIN
 - ⊕ = AT & T MANHOLE
 - ⊗ = WATER VALVE
 - ⊙ = BACKFLOW PREVENTOR
 - ⊚ = SANITARY CLEAN-OUT
 - ⊛ = SANITARY MANHOLE
 - ⊜ = WIRE PULL BOX
 - ⊝ = WELL
 - ⊞ = LIGHT POLE
 - ⊟ = POWER POLE
 - ⊠ = FLORIDA POWER & LIGHT TRANSFORMER

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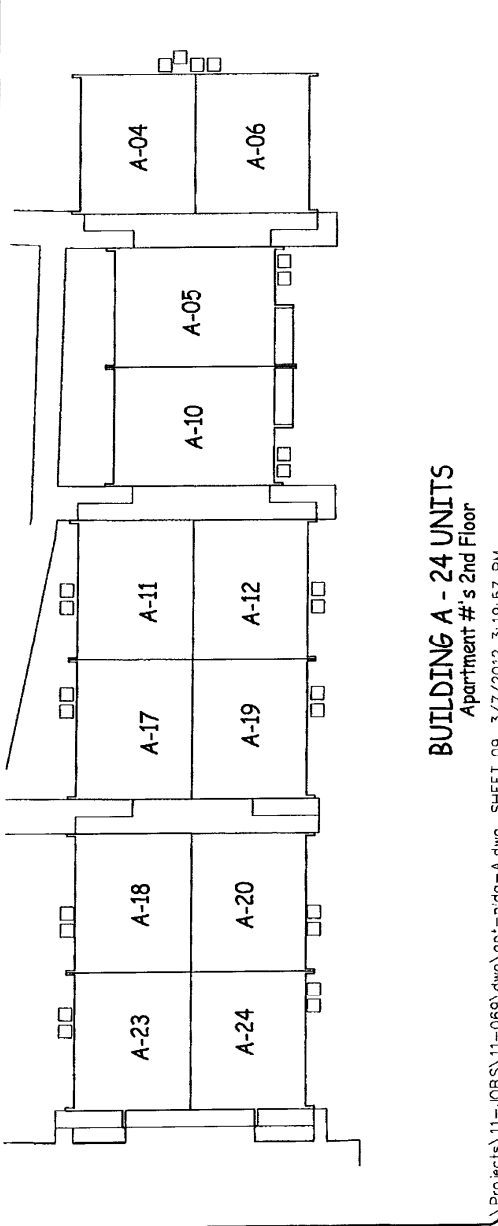
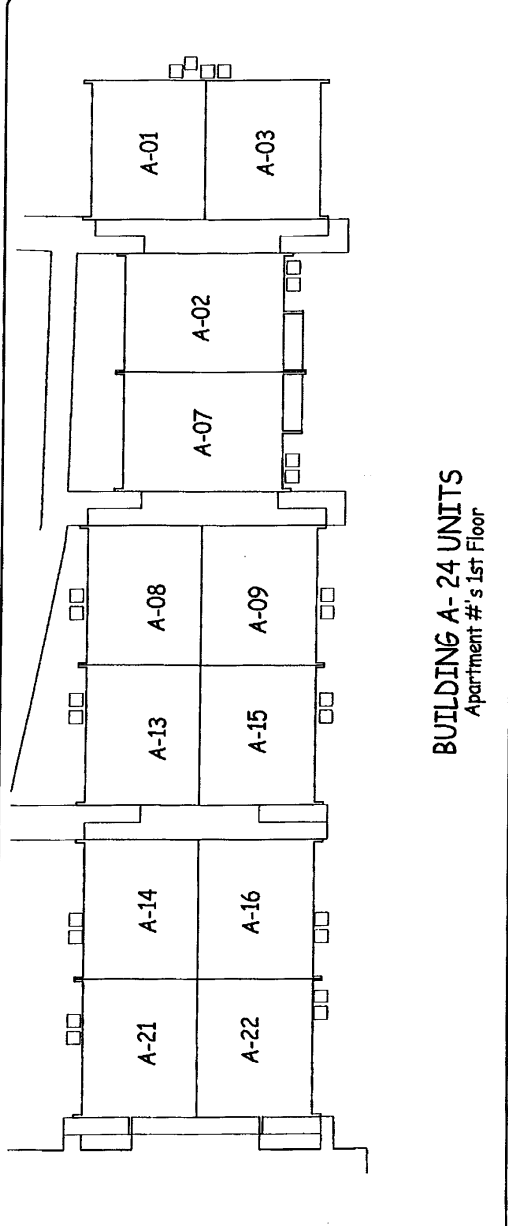

VELSON GROUP, INC.
 ENGINEERS & SURVEYORS
 CERTIFICATE OF AUTHORIZATION NO. LB 4942
 102 S.W. 10TH ST. SUITE 1000
 MIAMI, FLORIDA 33135
 PHONE (772) 879-0477 (772) 871-8899
 WEB SITE: WWW.VELSONGROUP.COM

EXHIBIT B TO THE DECLARATION OF
 THE PRESERVE AT ST. NICHOLAS

NO.	DATE	REVISION

JOB No.:	11-069
DRAWN BY:	D. J. JACKSON
CHECKED BY:	M. K. JACKSON
DATE:	02/03/12
SHEET:	09 OF 65



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VELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 CERTIFICATE OF AUTHORIZATION NO. LB 4942
 702 S.W. 10th St. Suite 400
 Fort Lauderdale, Florida 33334
 Phone (305) 878-0477 (Fax) 871-8859
 Web Site: www.velcongroup.com

EXHIBIT B TO THE DECLARATION OF
THE PRESERVE AT ST. NICHOLAS

JOB NO.: 11-069
 SHEET: 10 OF 65
 DATE: 3/7/2012

TYPE A
 2nd FLOOR APRTMENTS
 A-04, A-12,
 A-17, A-20,
 A-23.

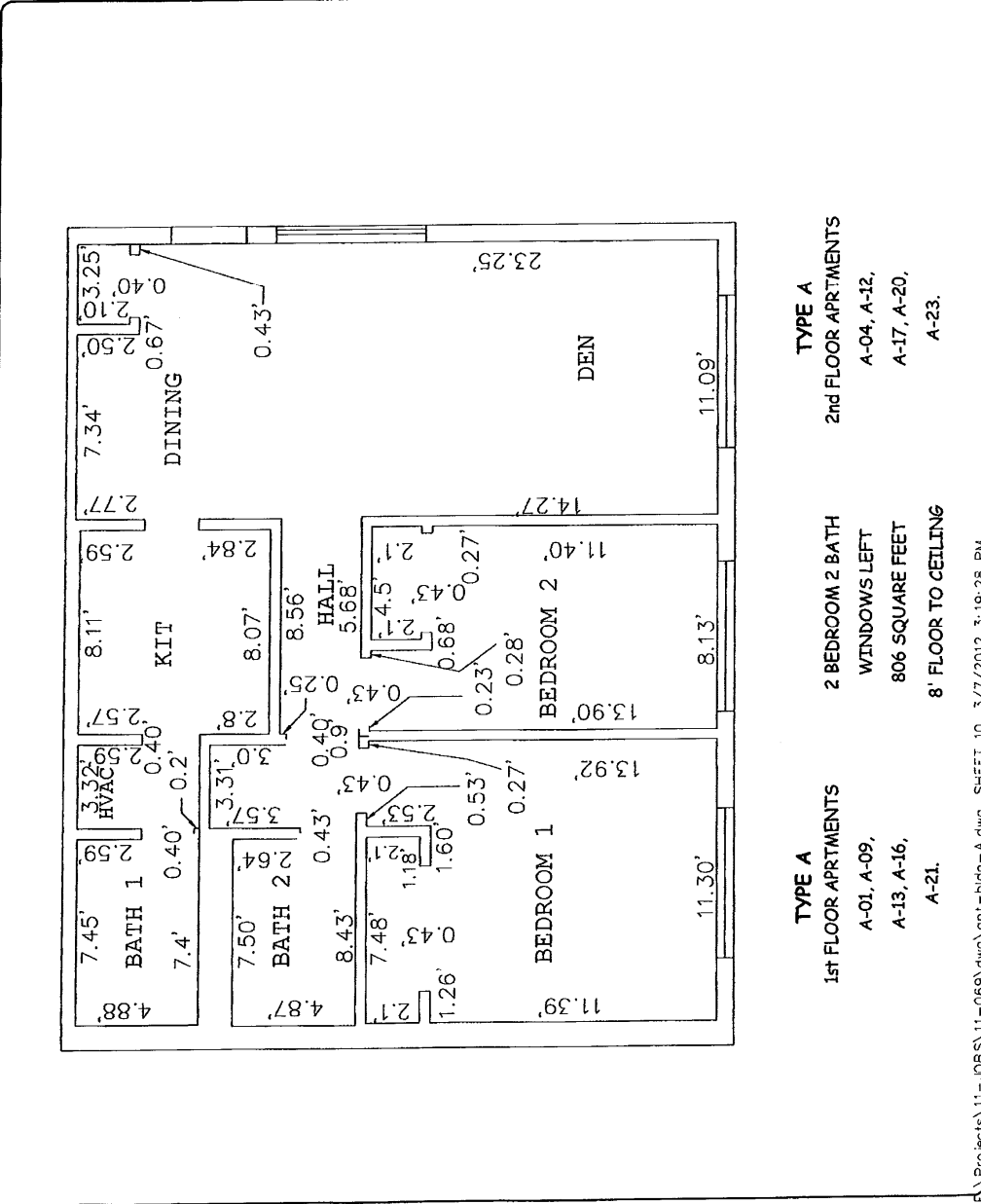
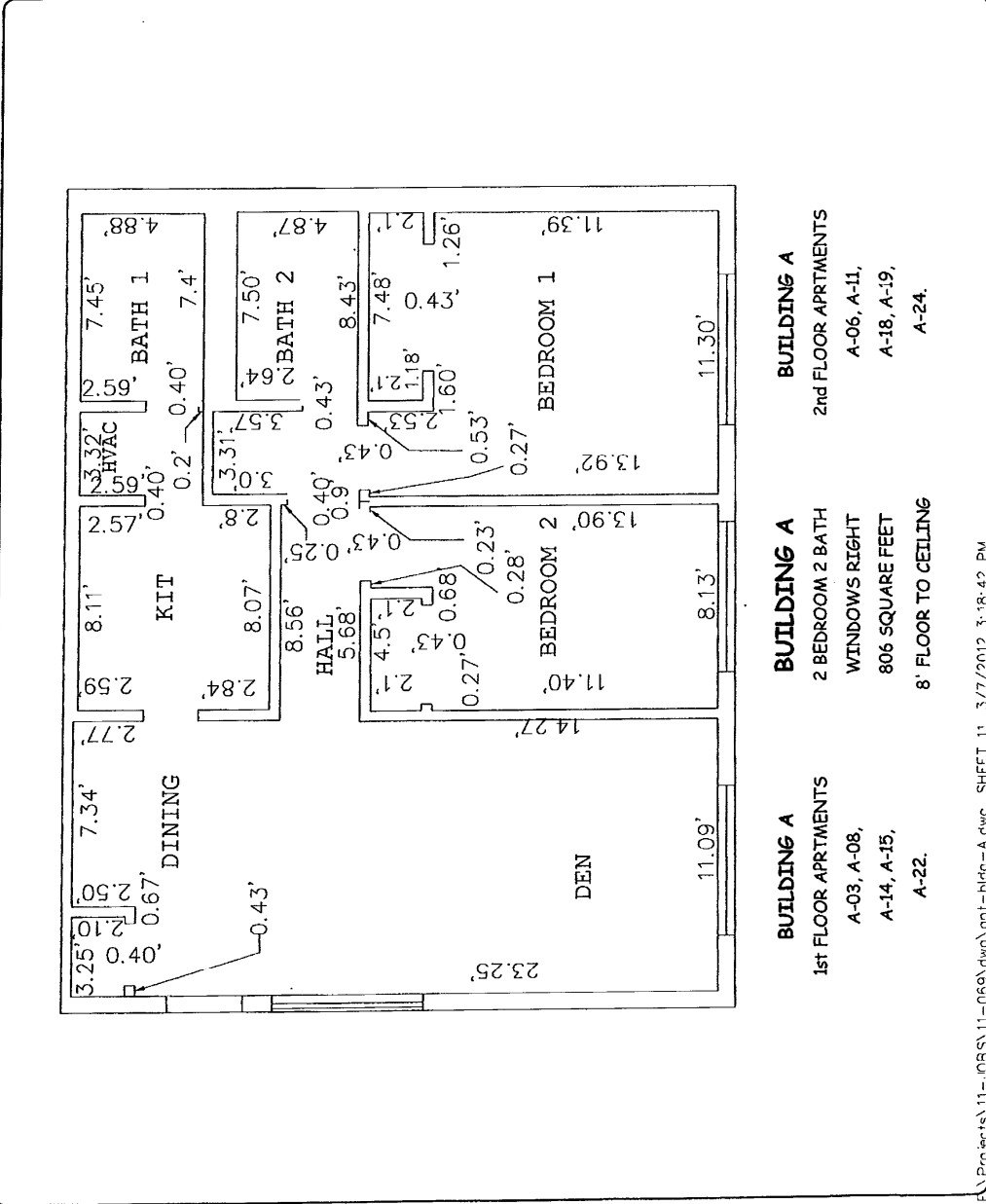




EXHIBIT B TO THE DECLARATION OF THE PRESERVE AT ST. NICHOLAS

DATE: 11/06/12
BY: [Signature]

JOB No.: 11-069
DATE: 11/06/12
SHEET: 11 OF 65



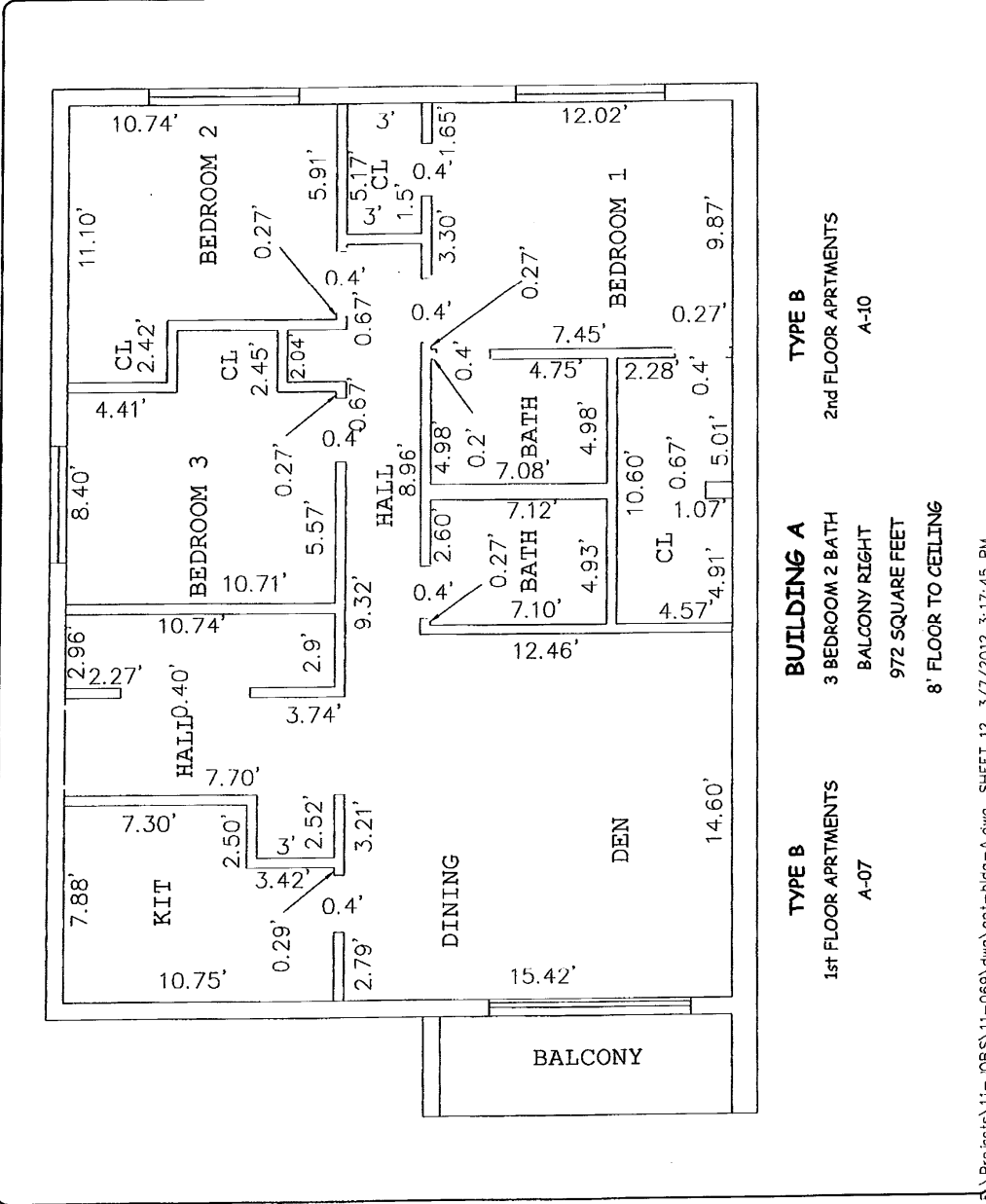
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VELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 CENTRAL OFFICE: 1010 N. 10th St., Suite 1000, Phoenix, AZ 85003
 PHONE: (602) 944-1177 FAX: (602) 944-1178
 WEB SITE: www.velcongroup.com

EXHIBIT B TO THE DECLARATION OF
 THE PRESERVE AT ST. NICHOLAS

DATE: 03/03/12
 SHEET: 12 OF 65

JOB NO.: 11-069
 PROJECT: 11-069
 DATE: 03/03/12



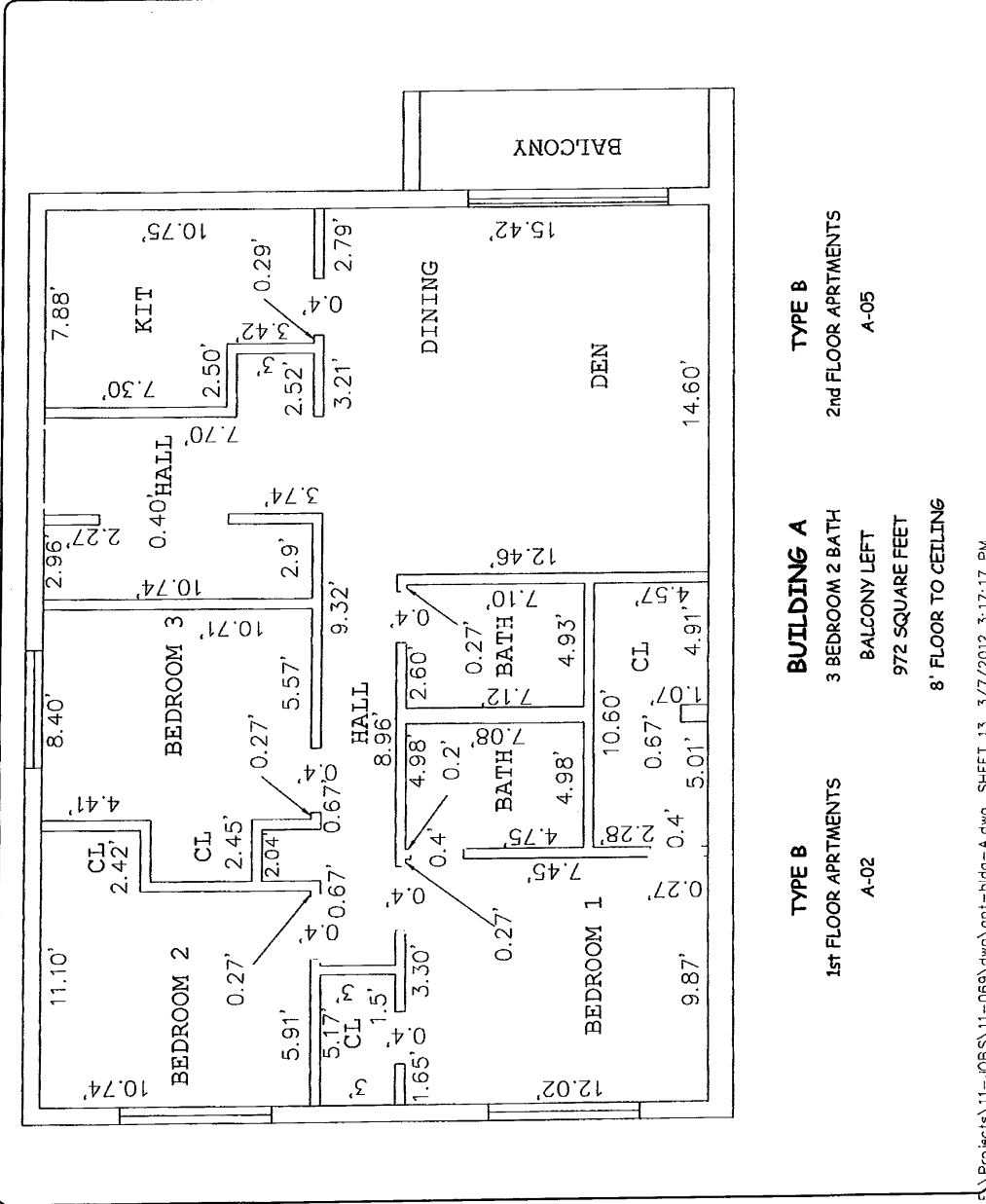
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VELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 CENTRAL OFFICE: 1000 W. 10th St., Suite 1000, Oklahoma City, OK 73101
 PHONE: (405) 948-4477 FAX: (405) 948-4455
 WWW.VELCONGROUP.COM

EXHIBIT B TO THE DECLARATION OF
 THE PRESERVE AT ST. NICHOLAS

NO DATE: PERSONS

JOB No.: 11-069
 SHEET: 02/02/12
 13 OF 65



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VELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 202 S.W. PORT ST. LUCIE BLDG.
 CENTRAL OFFICE BUILDING NO. 1412
 PORT ST. LUCIE, FLORIDA 33555
 PHONE (772) 878-0477 FAX (772) 871-4555
 WWW.SITE: WWW.VELCONGROUP.COM


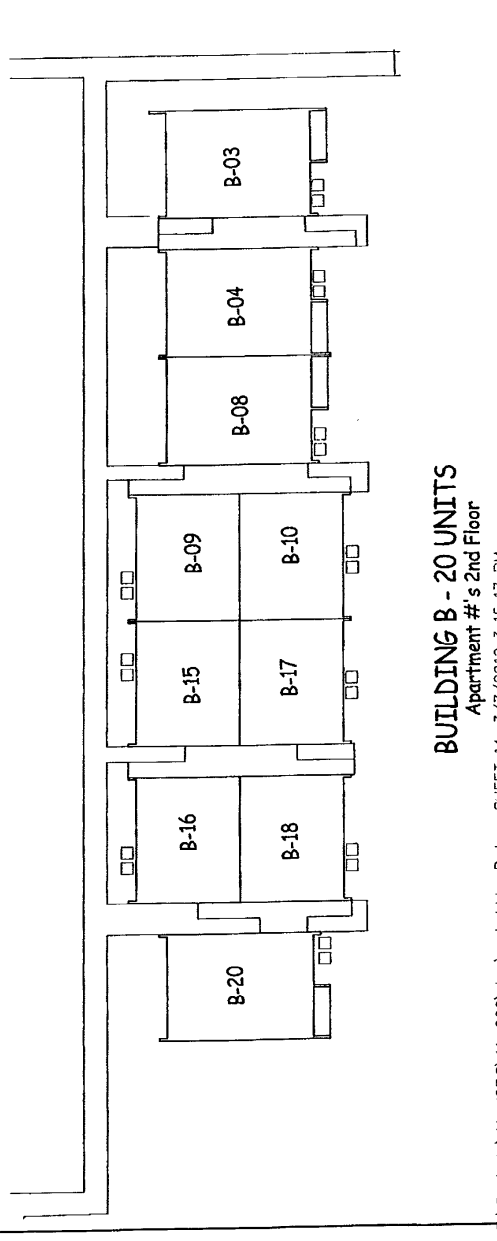
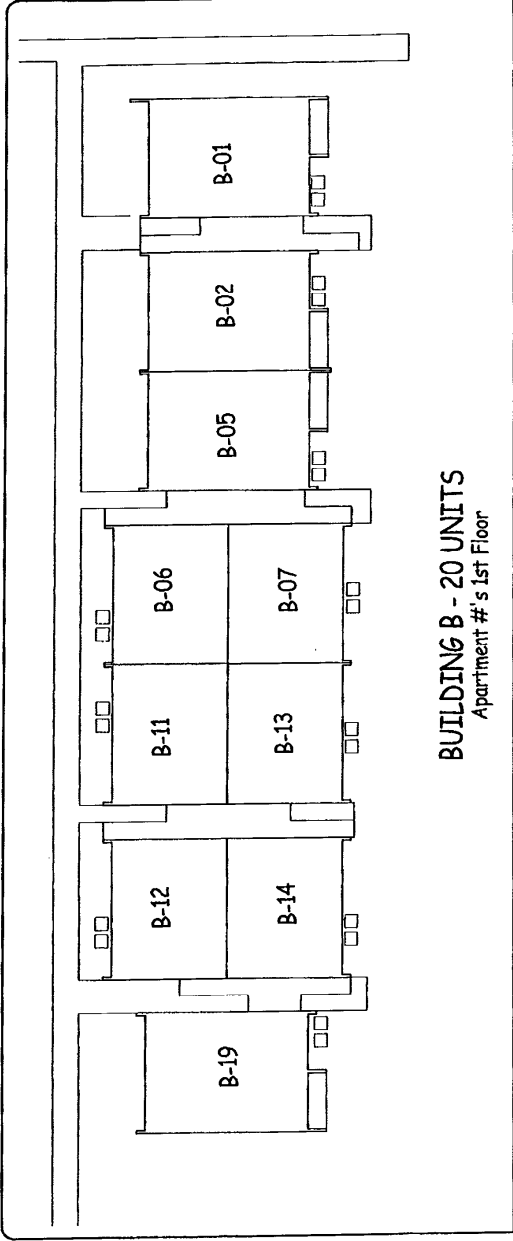


EXHIBIT B TO THE DECLARATION OF
 THE PRESERVE AT ST. NICHOLAS

DATE: _____
 REVISIONS: _____

JOB No.: 11-069
 G. KEMPTON
 DATE: 02/05/13
 SHEET: 1 OF 65
 TITLE: APARTMENTS



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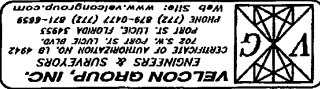
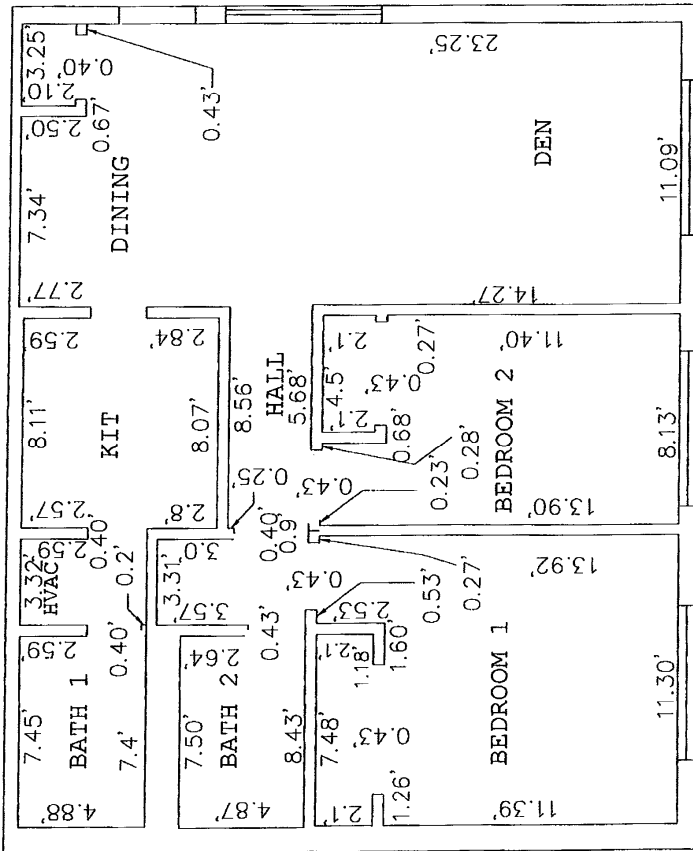


EXHIBIT B TO THE DECLARATION OF
THE PRESERVE AT ST. NICHOLAS

JOB NO.:	11-069
DR. ARCHITECT:	D. RICHMOND
DATE:	1-24-12
SHEET:	08/09/12
FIELD NO./BLOCK:	N/A
15 OF 65	



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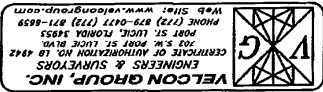
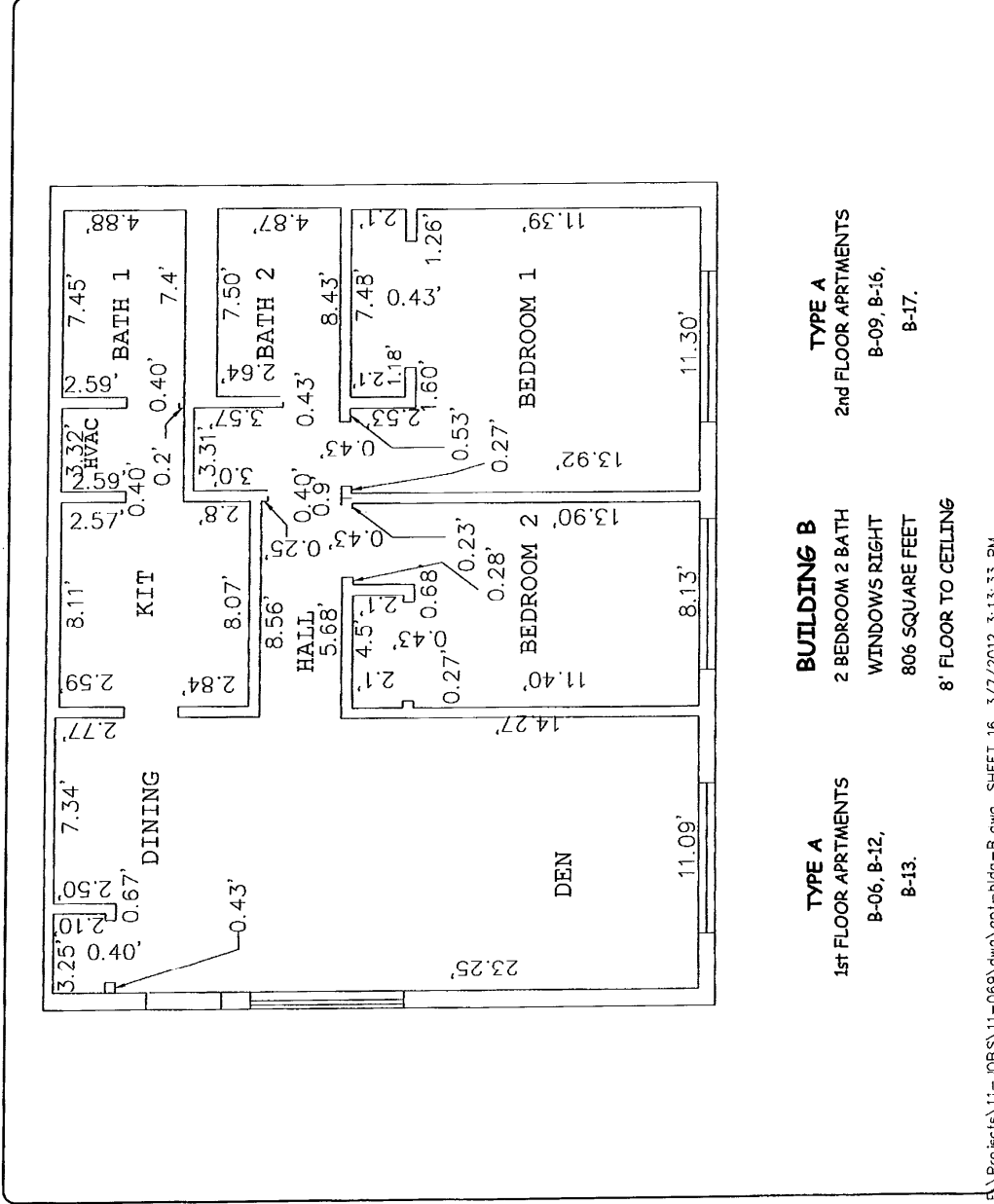


EXHIBIT B TO THE DECLARATION OF
THE PRESERVE AT ST. NICHOLAS

DATE	11-06-09
JOB NO.	11-069
DESIGNED BY	D. HANDEL
CHECKED BY	K. HANDELSON
SCALE	1" = 4'-0"
TITLE	FLOOR PLAN
DATE	02/03/12
FILED	16 OF 65

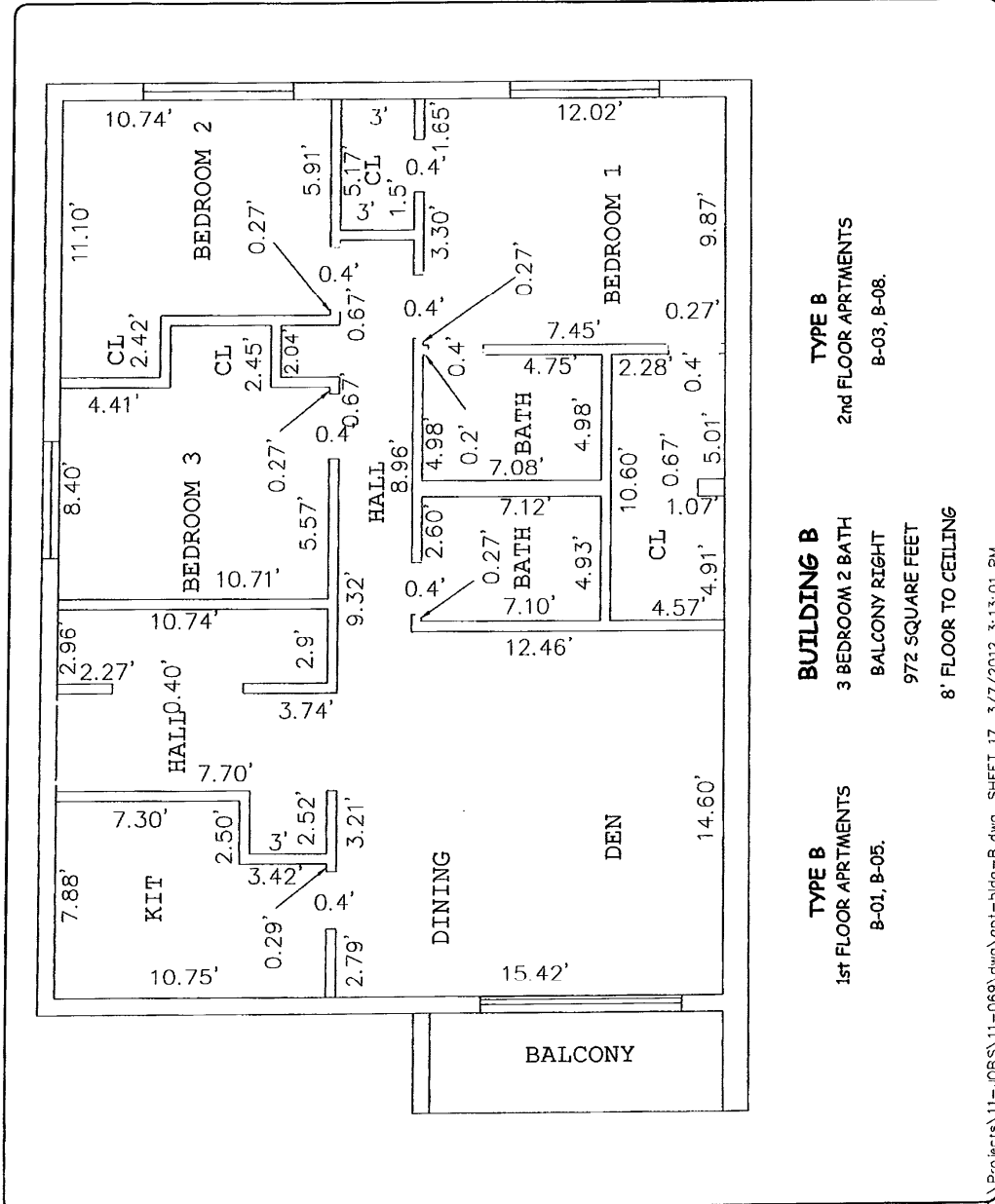


FELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 CENTRAL OF AUTHORIZATION NO. LB 4942
 102 S.W. 10TH ST. SUITE 1800
 FORT ST. LUCIA, FLORIDA 34883
 PHONE (772) 879-0477 (772) 971-8899
 WEB SITE: WWW.FELCONGROUP.COM

EXHIBIT B TO THE DECLARATION OF
 THE PRESERVE AT ST. NICHOLAS

DATE: _____
 REVISIONS: _____

JOB No.:	11-069
DATE:	02/02/12
FIELD NO.:	17-065
DATE:	02/02/12
BY:	R. KERRISON
CHECKED BY:	D. KASSER



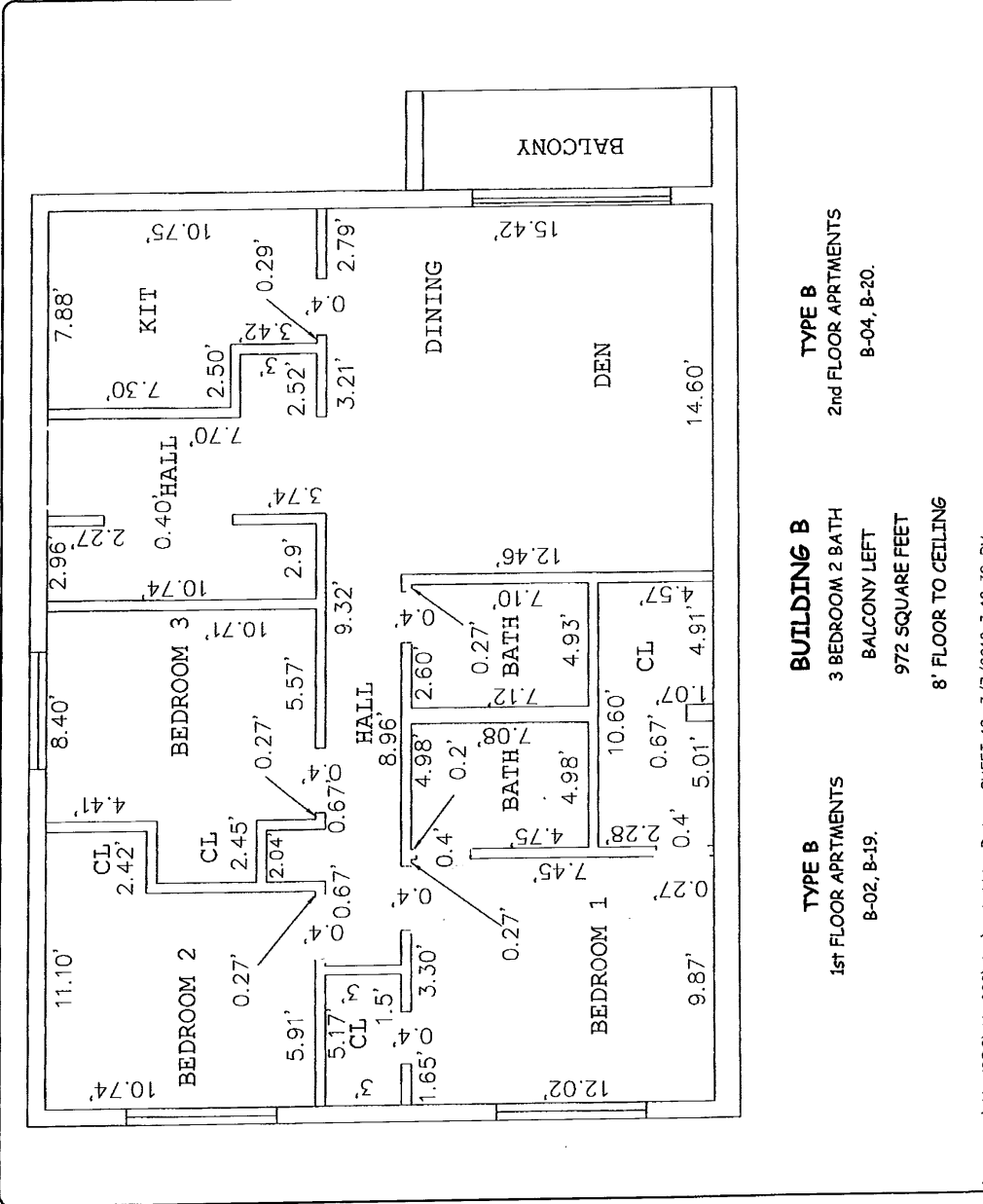
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V
ELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 CENTRAL OF ALABAMA NO. 642
 702 S.W. 1ST LANE BLDG.
 PORT ST. LOUIS, FLORIDA 34883
 PHONE (772) 873-0473 FAX (772) 871-8859
 Web Site: www.velcongroup.com

EXHIBIT B TO THE DECLARATION OF
 THE PRESERVE AT ST. NICHOLAS

DATE: _____
 APPROVED: _____

JOB NO.:	11-069
DATE:	02/03/12
SHEET:	18 OF 65
PROJECT:	THE PRESERVE AT ST. NICHOLAS



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VELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 CENTRE OF AMBARKON NO. 442
 702 SW. PORT ST. LUCIE BLVD.
 PORT ST. LUCIE, FLORIDA 34953
 PHONE (772) 878-5472
 WWW.VELCONGROUP.COM


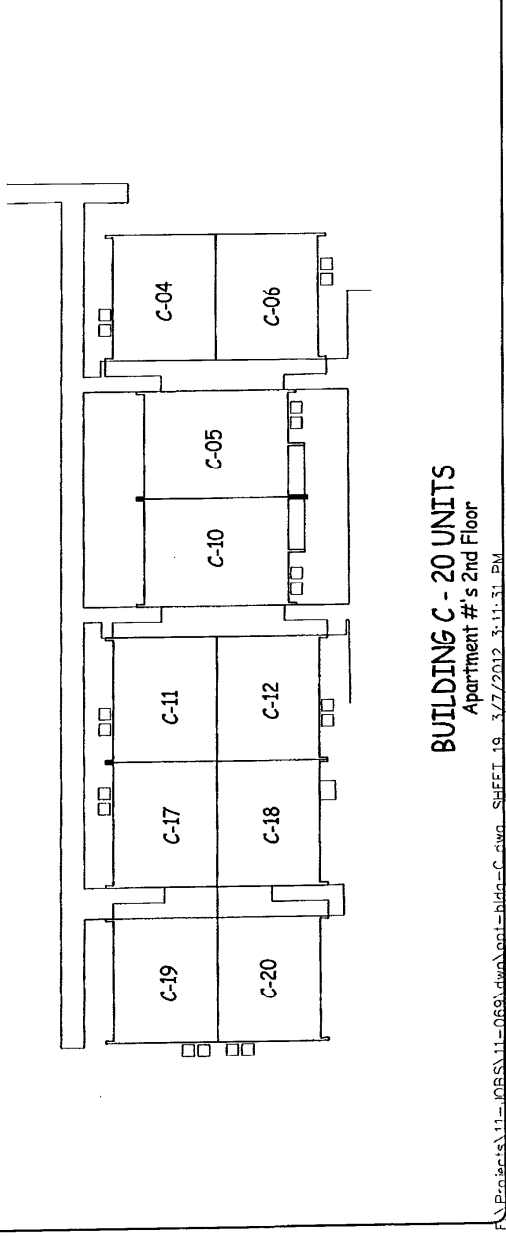
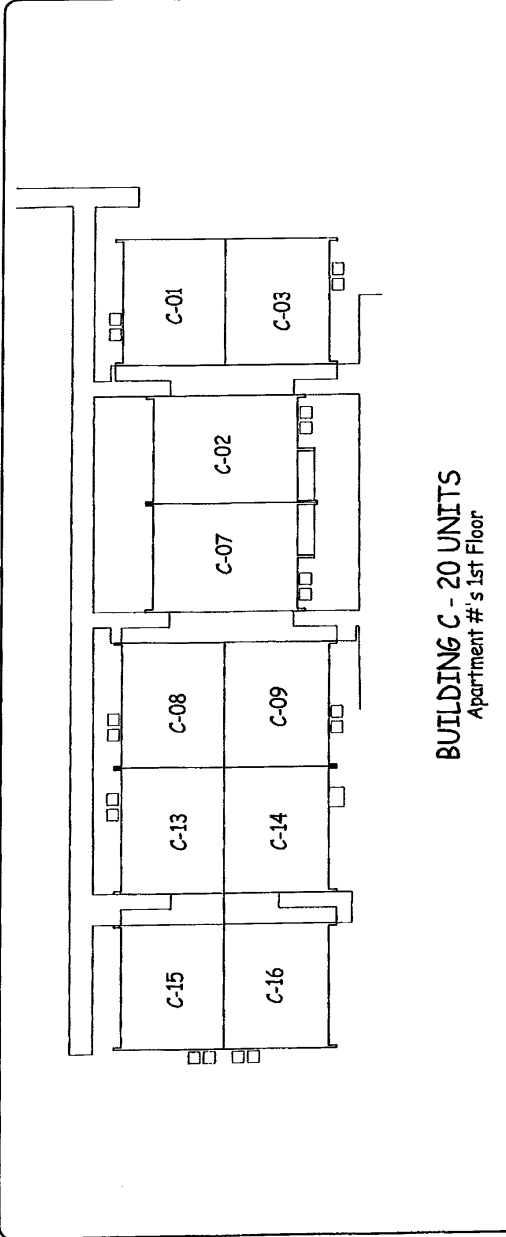


EXHIBIT B TO THE DECLARATION OF
 THE PRESERVE AT ST. NICHOLAS

NO.	DATE	REVISIONS

JOB NO.:	11-069
DRAWN BY:	D. HARRISON
CHECKED BY:	R. HARRISON
DATE:	1-11-12
SHEET:	1 OF 1
TITLE:	19 OF 682



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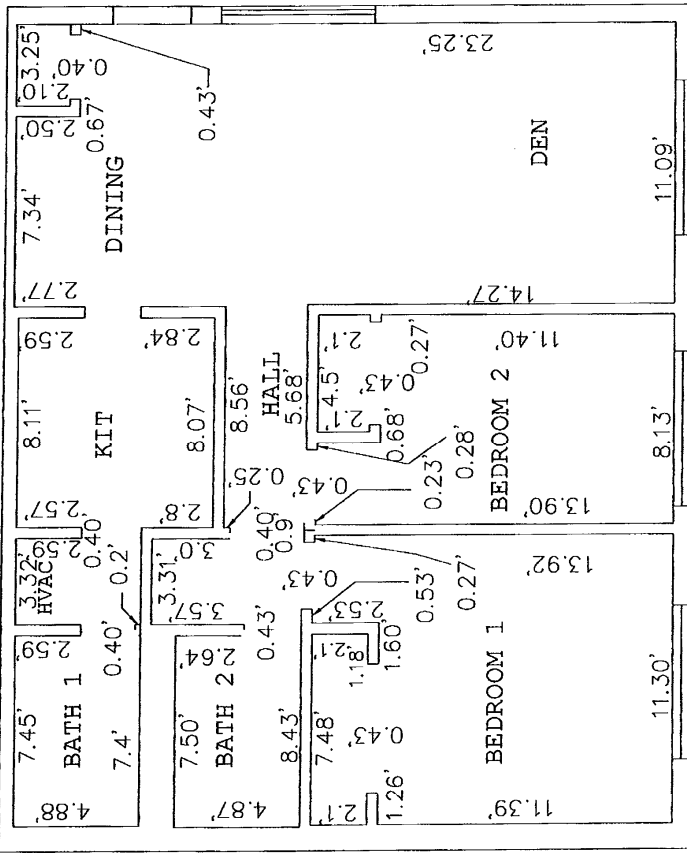

VELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 1005 S.W. 10TH ST., SUITE 400
 MIAMI, FLORIDA 33135
 PHONE (772) 878-4177 (772) 871-8839
 Web Site: www.velcongroup.com

EXHIBIT B TO THE DECLARATION OF
 THE PRESERVE AT ST. NICHOLAS

SHEET: 11-069
 JOB NO.: 11-069
 DATE: 05/09/12
 FIELD NO.: 20 OF 65

TYPE A
 2nd FLOOR APRTMENTS
 C-04, C-12,
 C-17, C-20.



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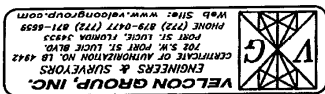
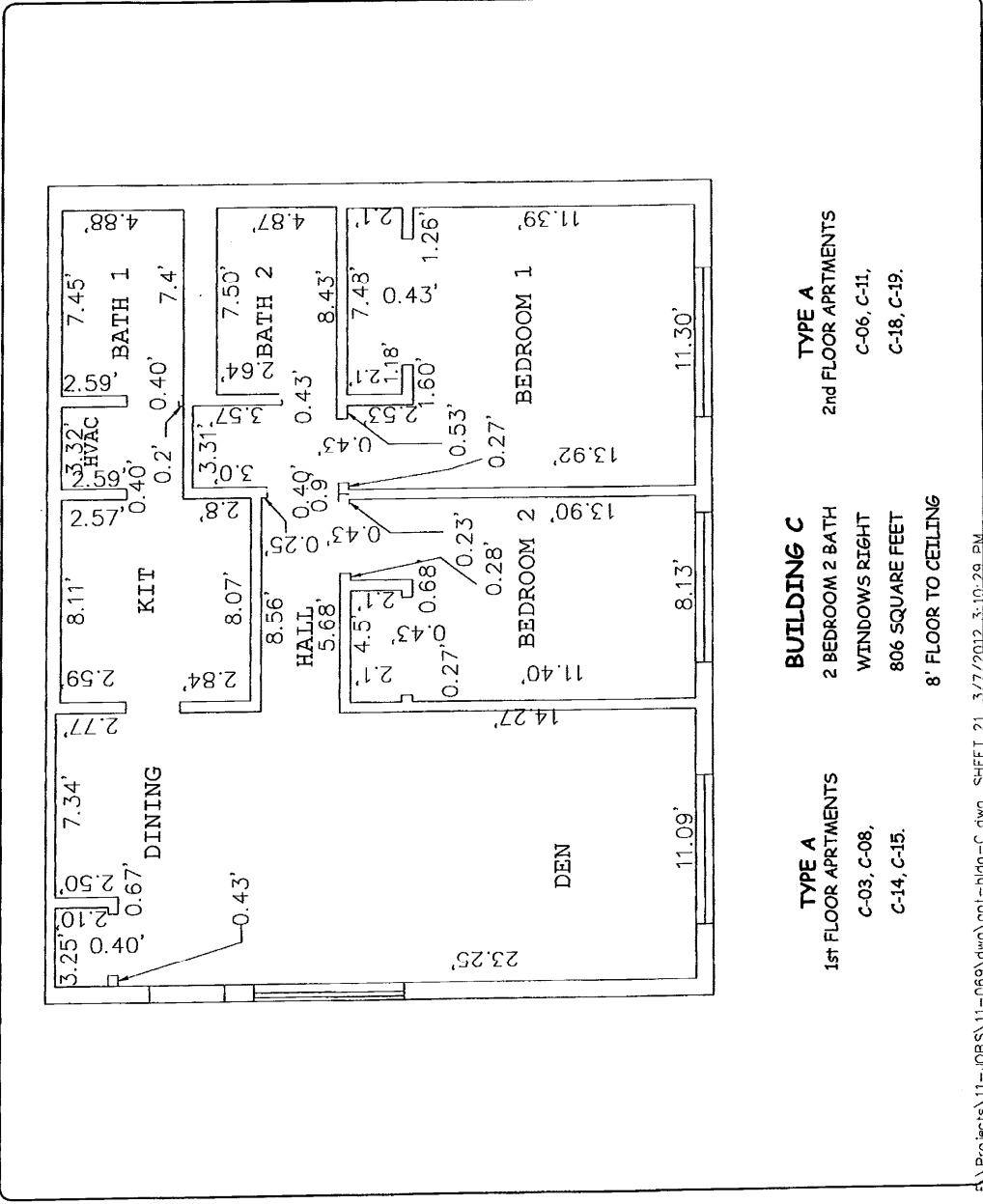


EXHIBIT 9 TO THE DECLARATION OF
THE PRESERVE AT ST. NICHOLAS

DATE:	
REVISIONS:	

JOB No.:	D. MESSLER
DATE:	11.06.09
SHEET:	02 OF 12
DATE:	02.03.12
SCALE:	1/8" = 1'-0"
PROJECT:	THE PRESERVE AT ST. NICHOLAS
DATE:	02.03.12
SCALE:	1/8" = 1'-0"
PROJECT:	THE PRESERVE AT ST. NICHOLAS



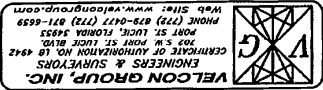
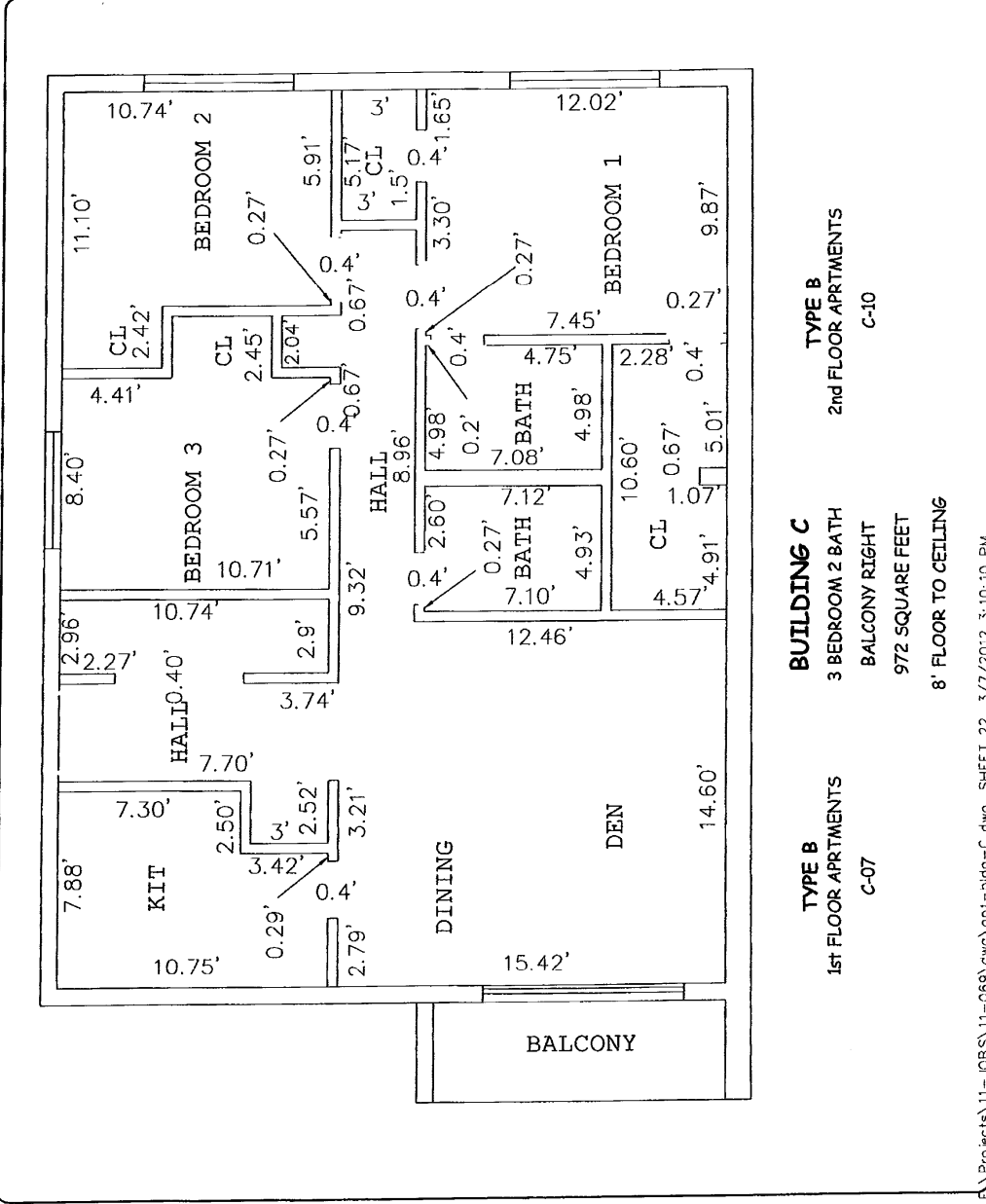


EXHIBIT B TO THE DECLARATION OF THE PRESERVE AT ST. NICHOLAS



JOB NO.: 11-069
 SHEET: 22 OF 65
 DATE: 08/28/13
 DRAWN BY: J. REYNOLDS
 CHECKED BY: J. REYNOLDS



TYPE B
 1st FLOOR APARTMENTS
 C-07

TYPE C
 3 BEDROOM 2 BATH
 BALCONY RIGHT
 972 SQUARE FEET
 8' FLOOR TO CEILING

TYPE B
 2nd FLOOR APARTMENTS
 C-10

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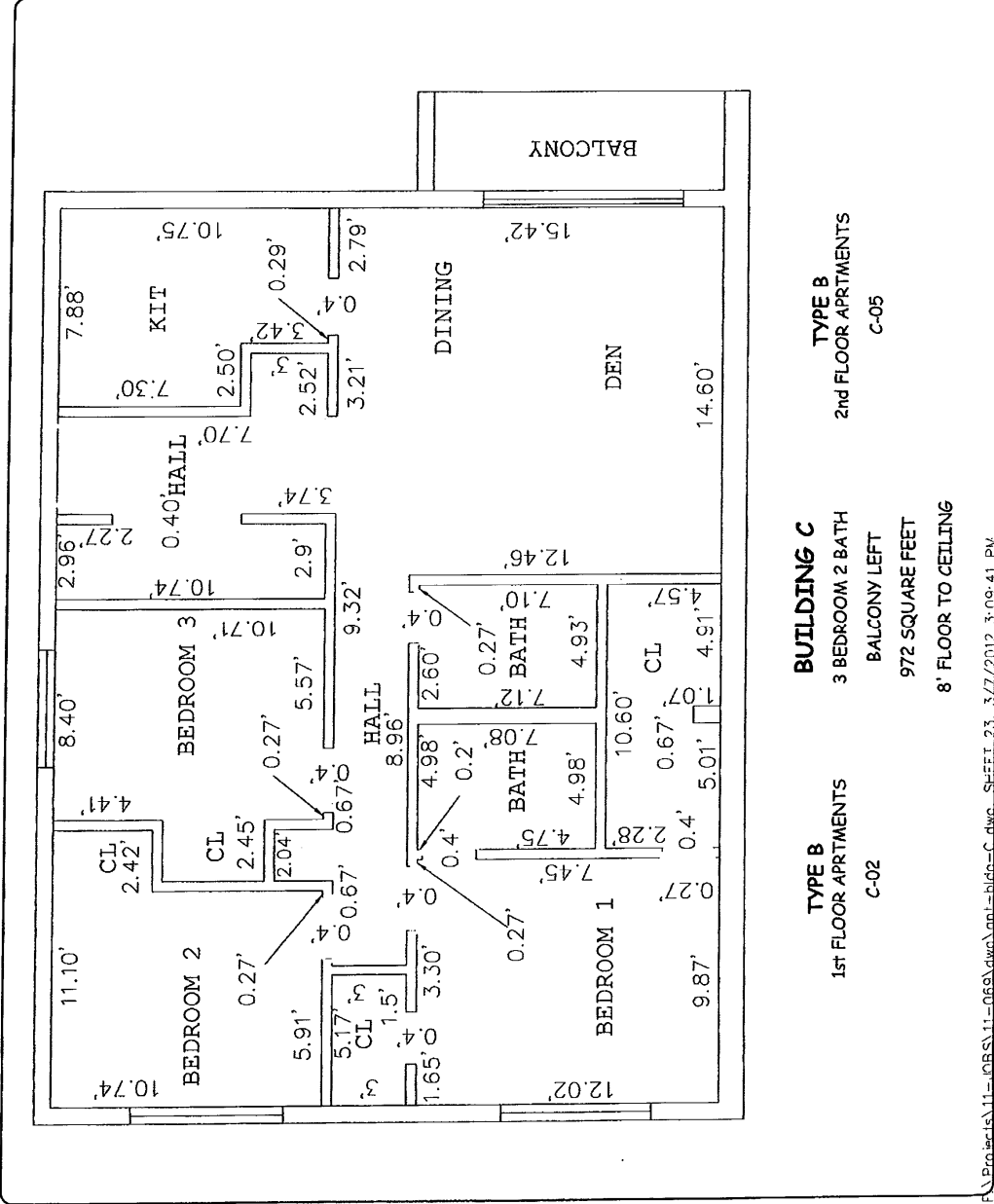

VGL
ENGINEERS & SURVEYORS
 CENTRAL OFFICE: 11000 N.W. 18th Ave.
 Fort St. Land, Florida 33458
 Phone: (772) 838-4477 (772) 871-8559
 Web Site: www.vglengr.com

EXHIBIT B TO THE DECLARATION OF
 THE PRESERVE AT ST. NICHOLAS

JOB No.: 11-069
 D. KASSLER
 R. KERRISON
 S. J. KERRISON
 DATE: 03/04/12
 SHEET: 23 OF 65
 N/A



F:\Projects\11-069\dwg\plan\blg-c.dwg SHEET 23 3/7/2012 3:09:41 PM

VELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 CENTRAL OF AUTHORIZATION NO. 18 1842
 202 S.W. PARK ST. SUITE 200
 PORT ST. LUCIE, FLORIDA 34953
 PHONE (772) 878-0477 (772) 871-8859
 FAX (772) 878-0477
 WEB SITE: WWW.VELCONGROUP.COM


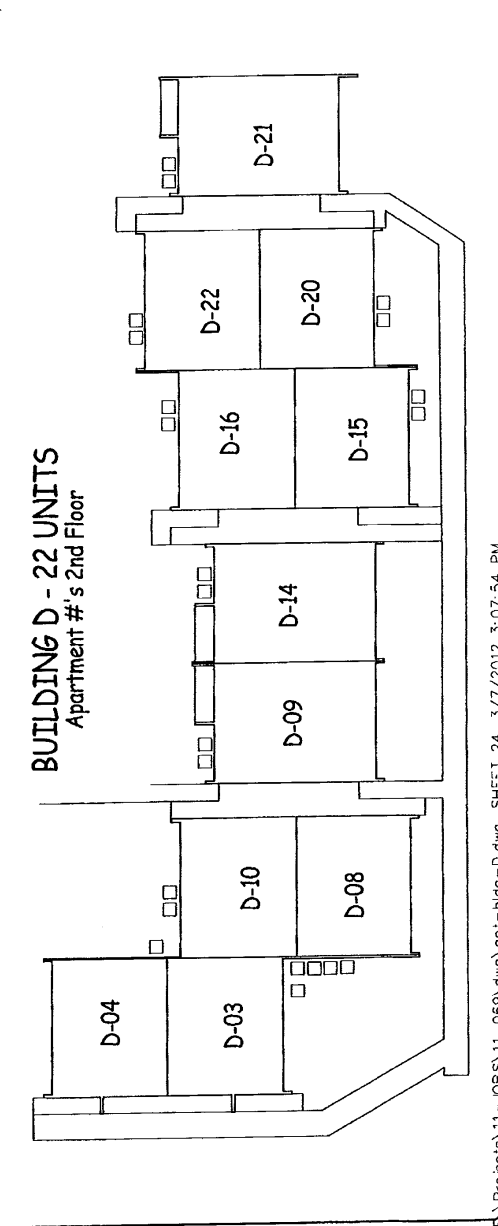
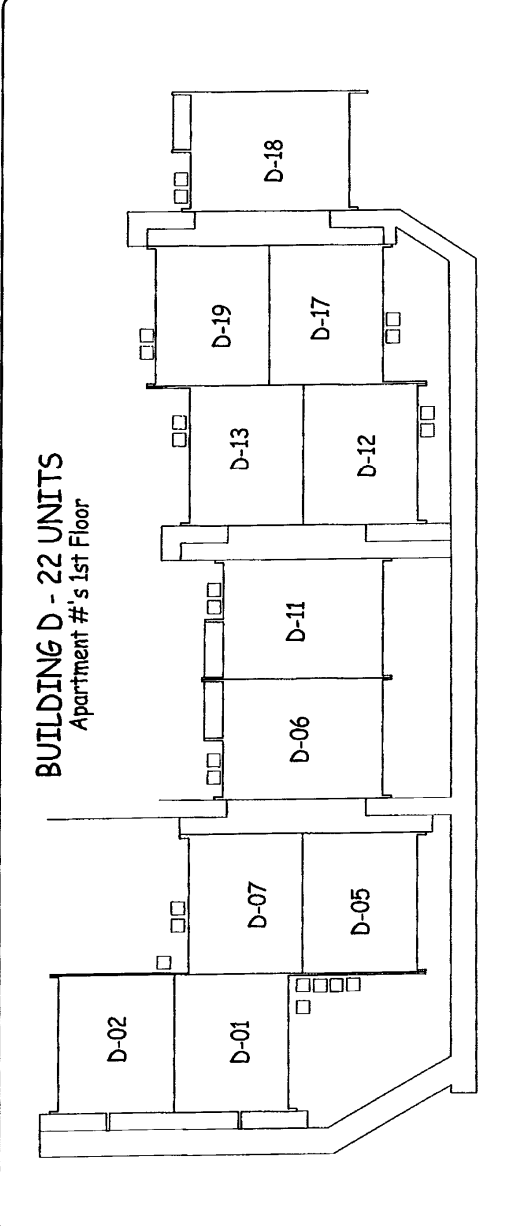


EXHIBIT B TO THE DECLARATION OF
 THE PRESERVE AT ST. NICHOLAS

NO.	DATE	REVISIONS

DATE: 02/05/12	FIELD NO./SHEET: 24 OF 65
SCALE: 1"=10'	SHEET: 11-069
DESIGNER: D. MASSIARO	CHECKER: R. KEMMERSON



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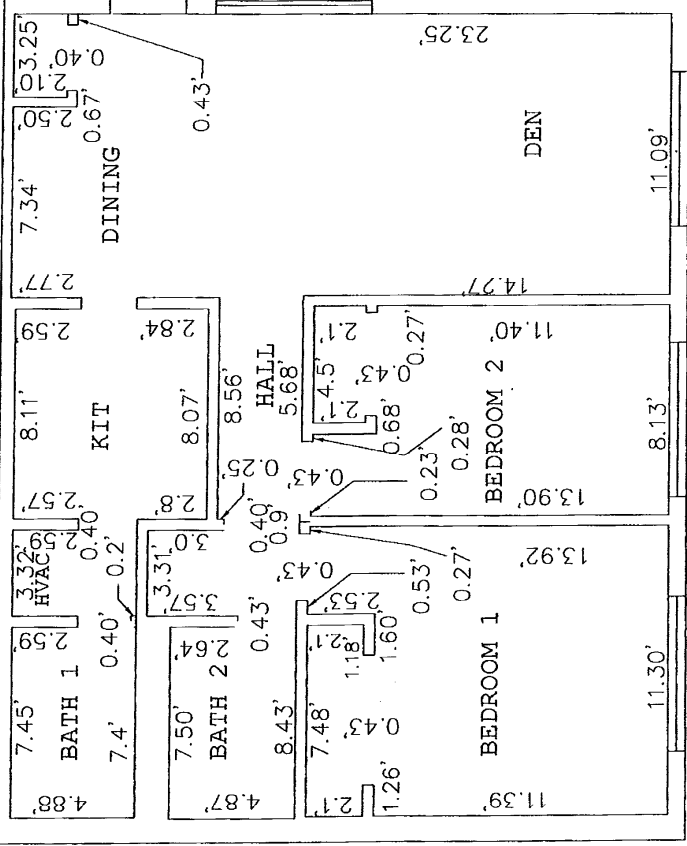

VELSON GROUP, INC.
 ENGINEERS & SURVEYORS
 707 S. PORT ST. LUCIE BLDG.
 PORT ST. LUCIE, FLORIDA 34952
 PHONE (772) 878-0477 (772) 871-6555
 Web Site: www.velsongroup.com

EXHIBIT B TO THE DECLARATION OF THE PRESERVE AT ST. NICHOLAS

JOB No.: 11-069
 SHEET: 02 OF 12
 DATE: 02/12/12
 DRAWN BY: M. KERRISON
 CHECKED BY: M. KERRISON
 DATE: 02/12/12



BUILDING D
 2nd FLOOR APRTMENTS
 D-04, D-08,
 D-10, D-16.

BUILDING A
 1st FLOOR APRTMENTS
 D-02, D-05,
 D-13, D-17.

8' FLOOR TO CEILING

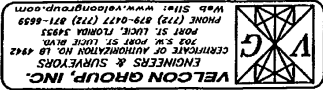
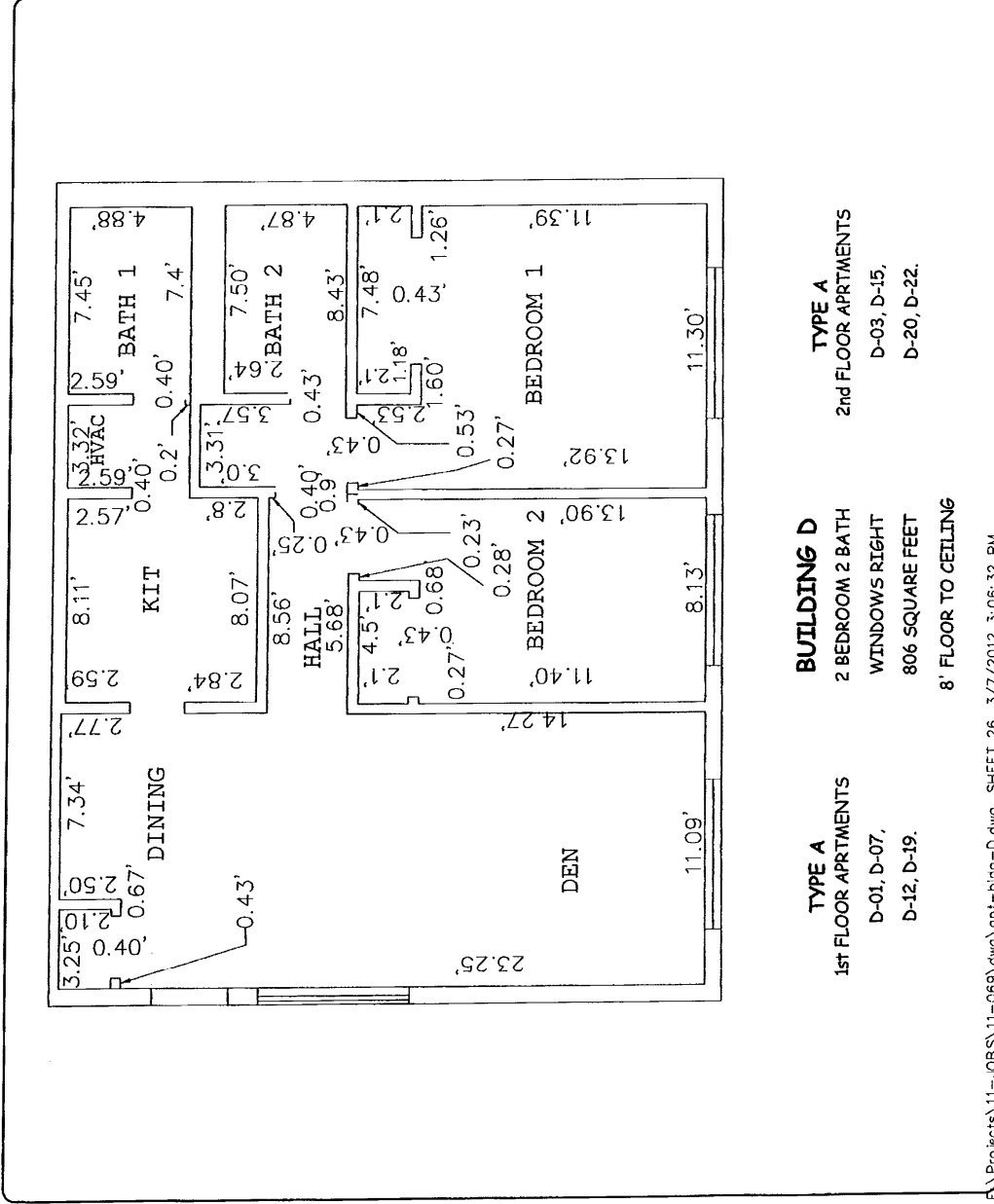


EXHIBIT B TO THE DEGRATION OF THE PRESERVE AT ST. NICHOLAS

NO. DATE: REVISIONS

JOB NO.: 11-069
 SHEET: 26 OF 65
 DATE: 08/02/12
 TITLE: N/A



BUILDING D
 2 BEDROOM 2 BATH
 WINDOWS RIGHT
 806 SQUARE FEET
 8' FLOOR TO CEILING

TYPE A
 1st FLOOR APARTMENTS
 D-01, D-07,
 D-12, D-19.

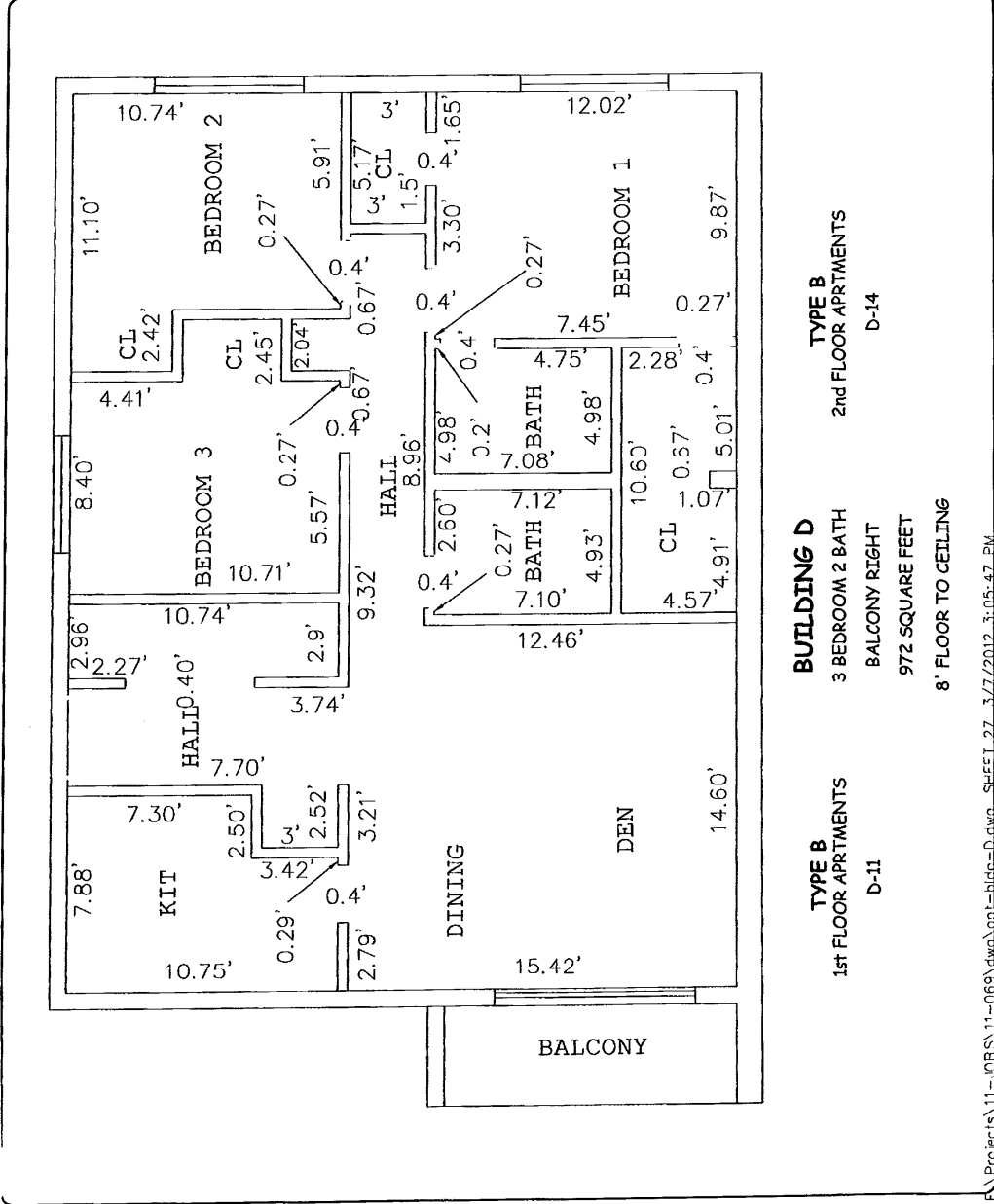
TYPE A
 2nd FLOOR APARTMENTS
 D-03, D-15,
 D-20, D-22.

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VELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 CENTRAL OFFICE: 1000 N.W. 10th St., Fort Lauderdale, FL 33304
 PHONE: (754) 939-0111 (Toll Free) 877-811-8855
 FAX: (754) 939-0112
 WWW.VELCONGROUP.COM

EXHIBIT B TO THE DECLARATION OF THE PRESERVE AT ST. NICHOLAS

DATE: 02/09/12
 SHEET: 27 OF 65
 JOB NO.: 11-069
 PROJECT: D. PRESERVE AT ST. NICHOLAS



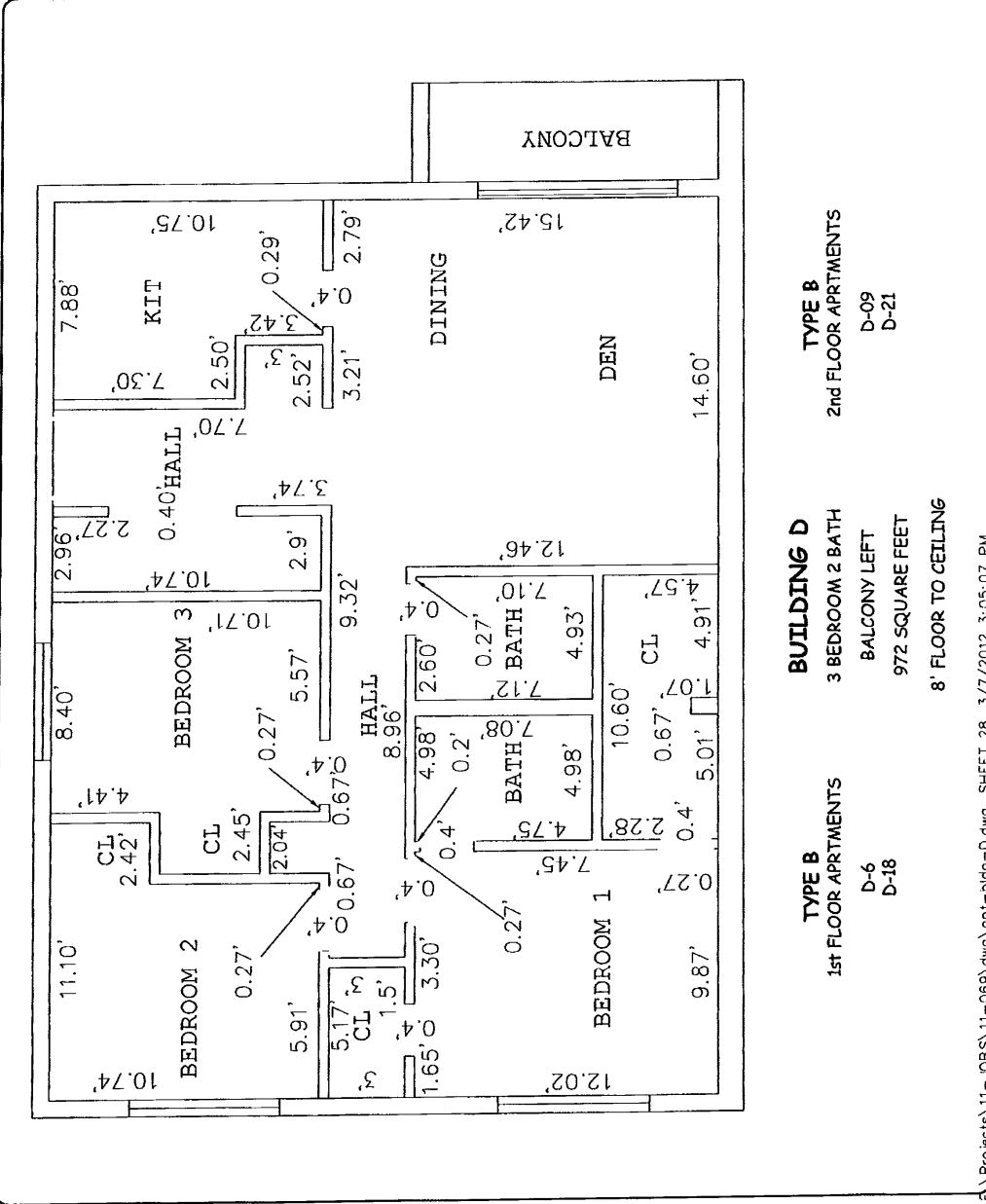
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VELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 CENTRAL OF ALABAMA, INC. 18 492
 702 S.W. 10TH ST. LUFKIN, TEXAS 75845
 PHONE (713) 878-0477 (TX) 871-8553
 WWW.VELCONGROUP.COM

EXHIBIT B TO THE DECLARATION OF
 THE PRESERVE AT ST. NICHOLAS

REVISIONS

JOB NO.:	11-069
DATE:	02/09/13
SHEET:	1 OF 2
28 OF 65	



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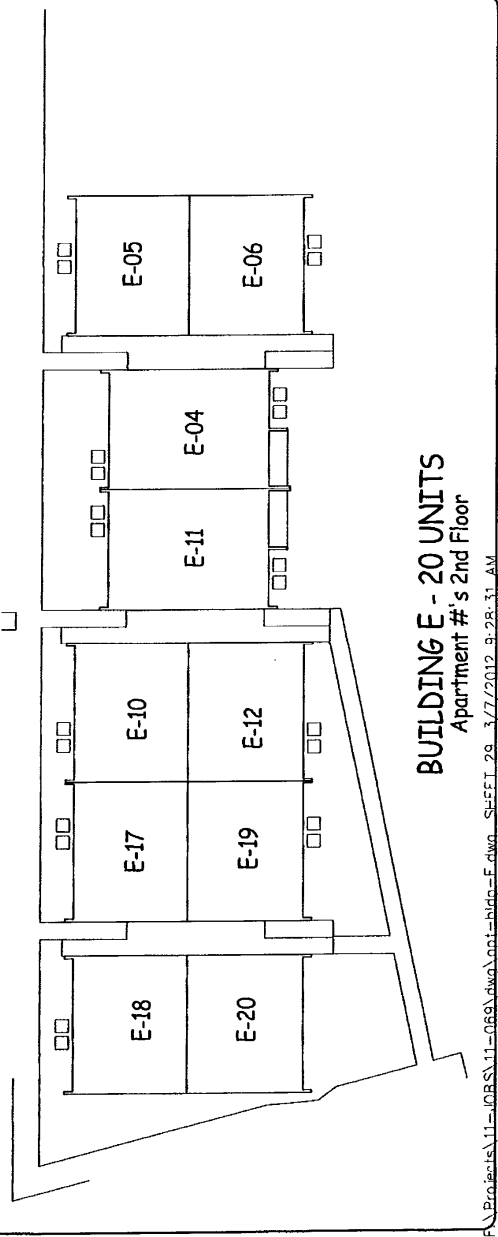
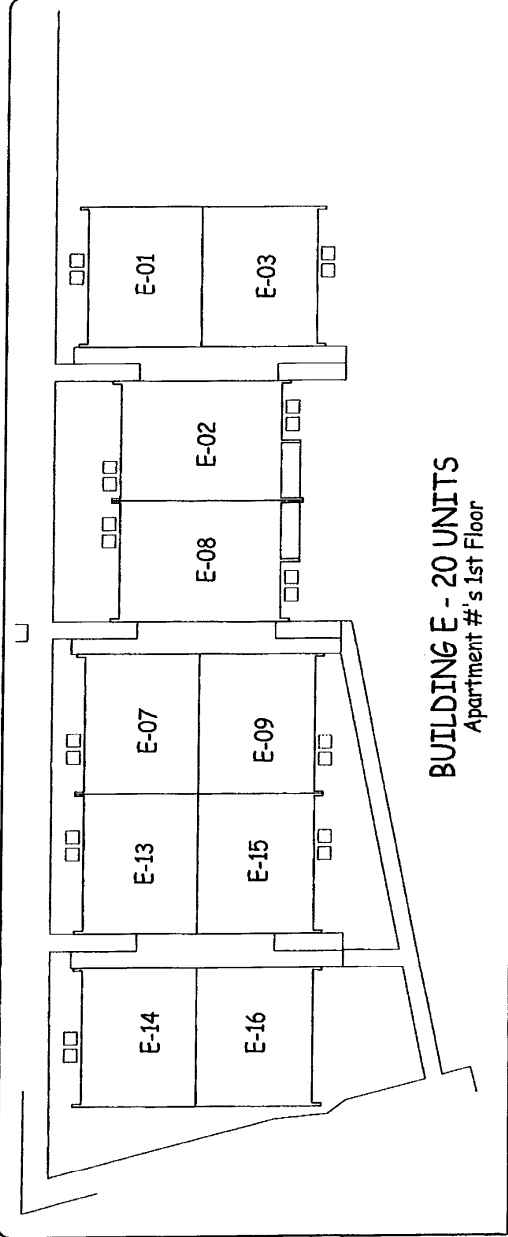

VELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 CENTRAL OFFICE: ALBUQUERQUE, N.M. 87102
 505 S.W. 100th ST., SUITE 200
 PORT ST. LUCIE, FLORIDA 33953
 PHONE: (772) 829-0471 (772) 821-8539
 Web Site: www.velcongroup.com

EXHIBIT B TO THE DECLARATION OF
THE PRESERVE AT ST. NICHOLAS

NO DATE: REVISIONS

JOB No.:	11-069
DRAWN BY:	D. HARTSLER
CHECKED BY:	B. KEMPTON
DATE:	02/05/12
SHEET:	29 OF 65
TITLE:	N/A



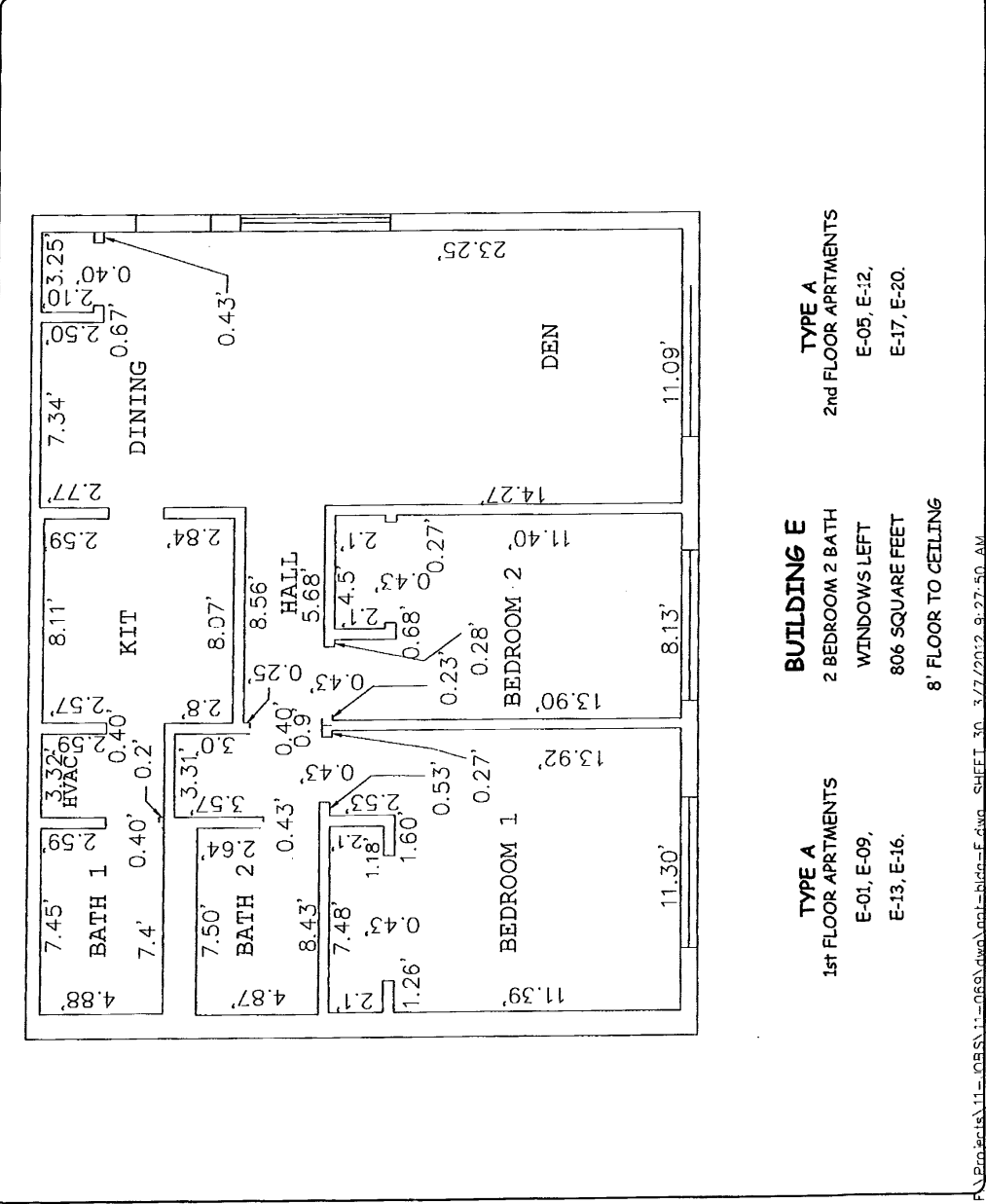
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VELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 CENTRAL OFFICE: 1000 N.W. 10th St., Ft. Lauderdale, FL 33304
 PHONE (772) 879-0477 (772) 871-8858
 FAX (772) 879-0477
 WWW.VELCONGROUP.COM

EXHIBIT B TO THE DECLARATION OF
 THE PRESERVE AT ST. NICHOLAS

NO.	DATE	REVISIONS

JOB No.:	11-069
DR. ARCHITECT:	DR. KENNEDY
DATE:	02/03/13
300 OF 65	SHEET:



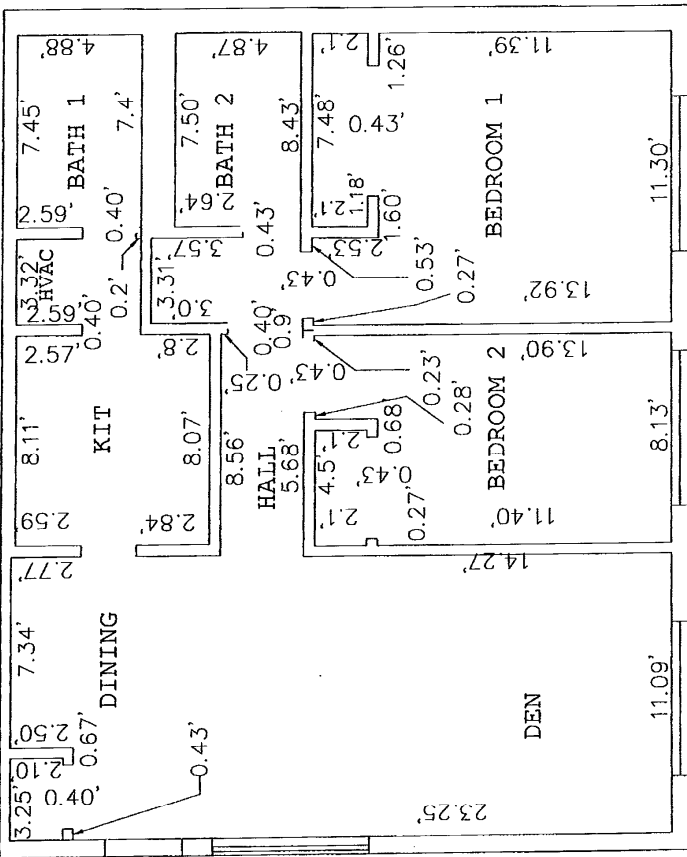
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V
ELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 CENTRE OF INFORMATION NO. 1442
 702 S.W. PORT ST. LUCIE BLVD.
 PORT ST. LUCIE, FLORIDA 34852
 PHONE (772) 878-0473 FAX (772) 871-8858
 Web Site: www.velcongroup.com

EXHIBIT B TO THE DECLARATION OF
 THE RESERVE AT ST. NICHOLAS

NO.	DATE	REVISIONS

JOB No.	D. MESSLER
11-069	R. KERRISON
SHEET:	02/05/12
31 OF 65	N/A



BUILDING E

TYPE A	TYPE A
1st FLOOR APTMENTS	2nd FLOOR APTMENTS
E-03, E-07,	E-06, E-10,
E-14, E-15.	E-18, E-19.
	8' FLOOR TO CEILING

F:\Projects\11-069\dwg\apt-1-add-5.dwg - SHEET 31 3/7/2012 9:27:09 AM

VELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 702 S.W. PORT ST. LUCIE BLVD.
 PORT ST. LUCIE, FLORIDA 34959
 PHONE (772) 878-0477 (772) 871-8539
 Web Site: www.velcongroup.com


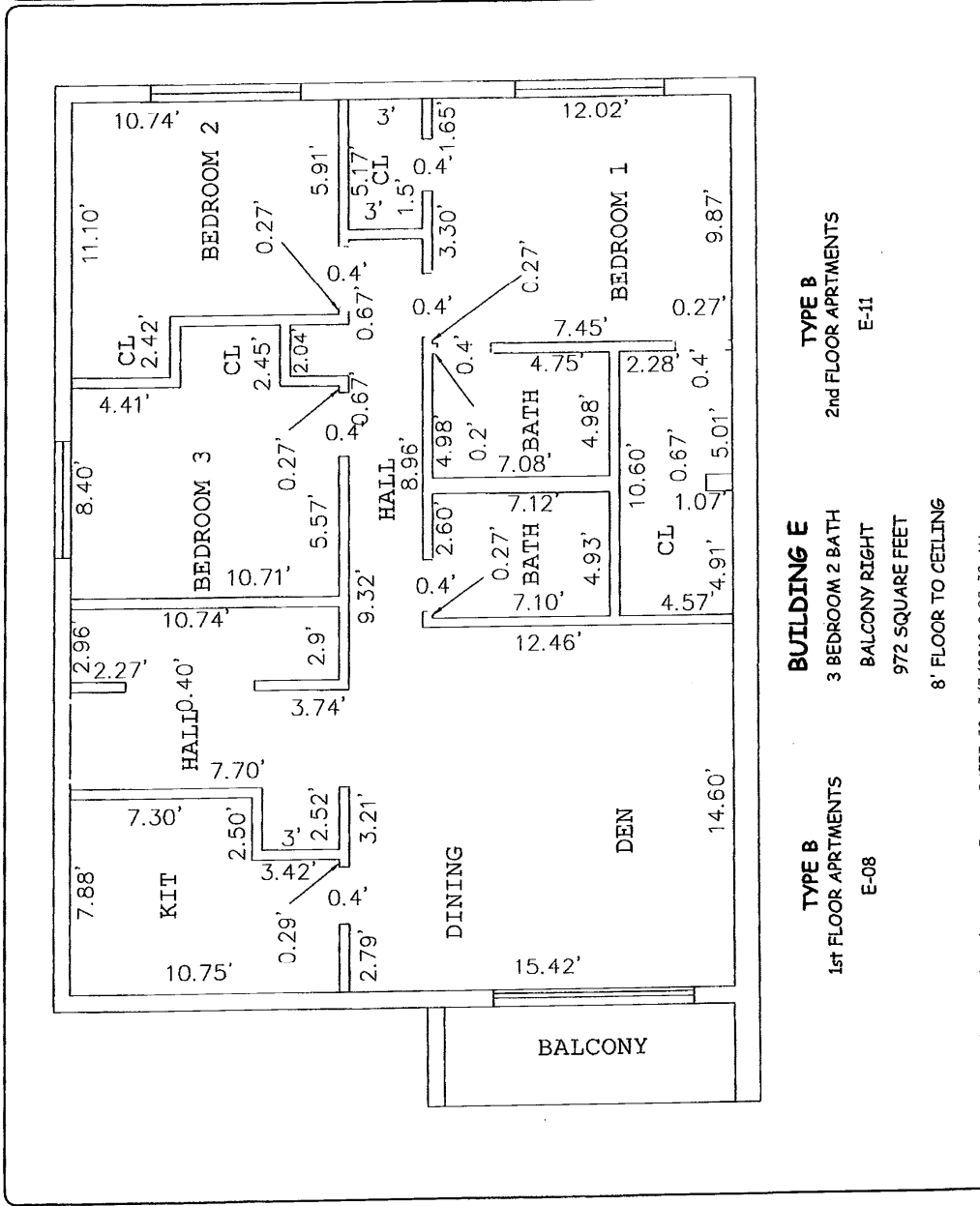


EXHIBIT B TO THE DECLARATION OF
 THE PRESERVE AT ST. NICHOLAS

DATE	APPROVED

JOB No.:	D. HASSLER
11-069	R. KEMMERTON
SHEET:	02 OF 12
DATE:	02/02/12
SCALE:	1"=1'-0"
DATE:	02/02/12
32 OF 65	



BUILDING E
 TYPE B
 1st FLOOR APTMENTS
 E-08

BUILDING B
 TYPE B
 2nd FLOOR APTMENTS
 E-11

3 BEDROOM 2 BATH
 BALCONY RIGHT
 972 SQUARE FEET
 8' FLOOR TO CEILING

F:\Projects\11-1085\11-069.dwg\p1=blfo=f.dwg SHEET 12 3/7/2012 9:26:36 AM


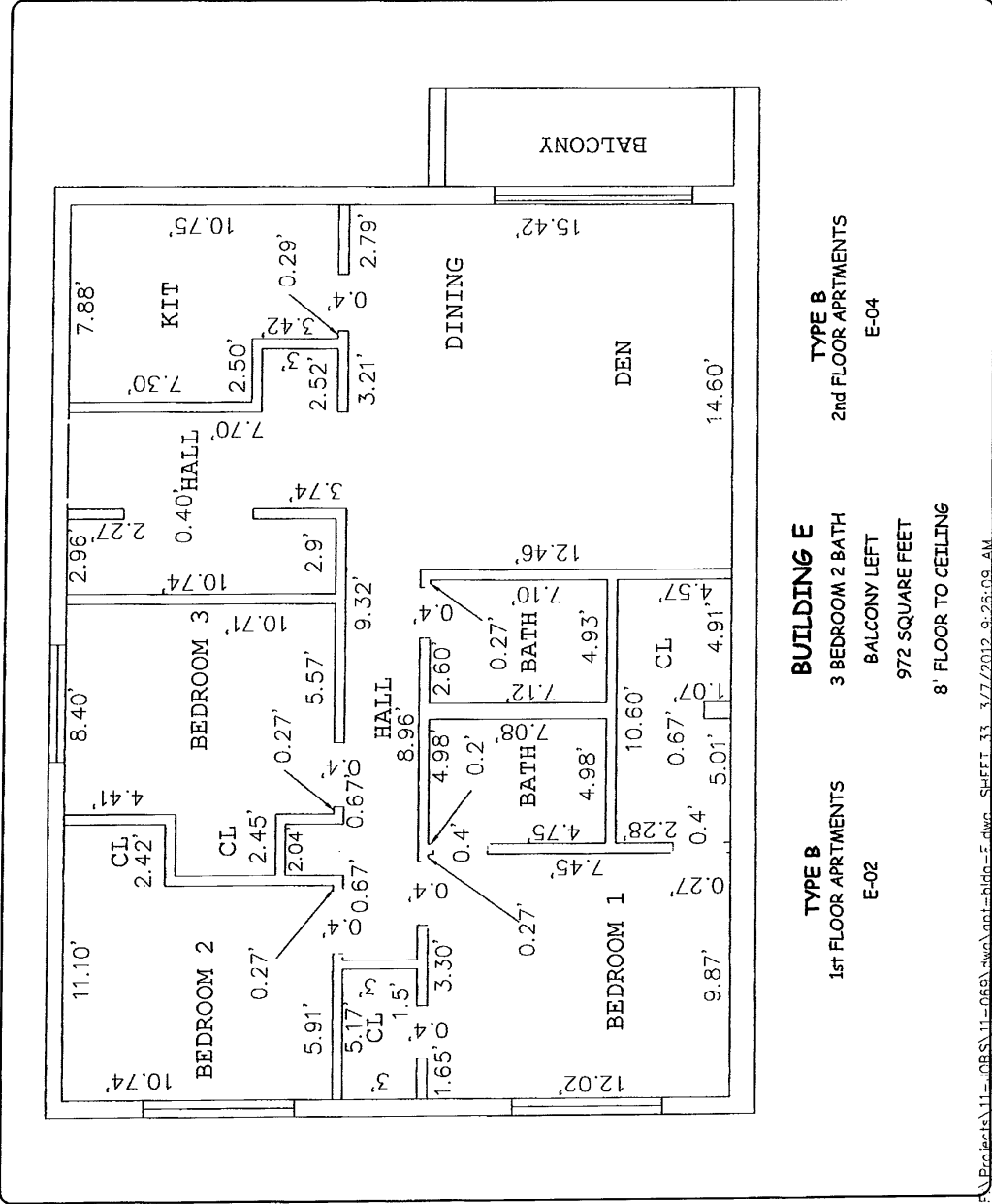

VGC
ENGINEERS & SURVEYORS
 CERTIFICATE OF AUTHORIZATION NO. LA 4942
 FOR S.W. JOHN ST. LUDWIG WARD
 PORT ST. LUCIE, FLORIDA 34953
 PHONE (772) 882-6172 (772) 871-8558
 Web Site: www.vgcongroup.com

EXHIBIT B TO THE DECLARATION OF
THE RESERVE AT ST. NICHOLAS

DATE: _____
PROVISIONS: _____

JOB No.:	11-069
DATE:	11/20/12
BY:	DAVID
DATE:	11/20/12
33 OF 69	N/A

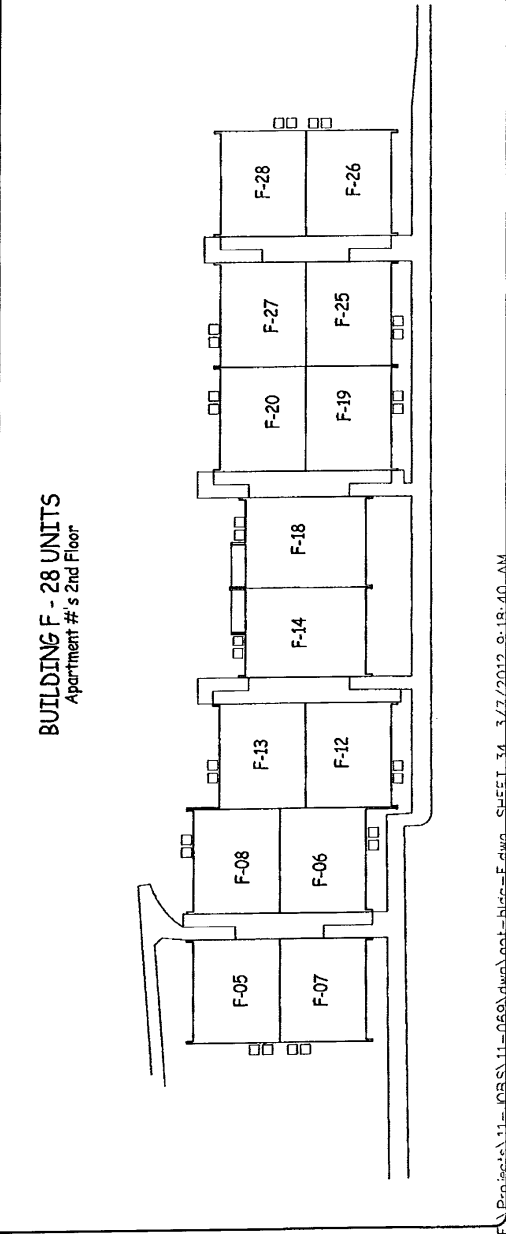
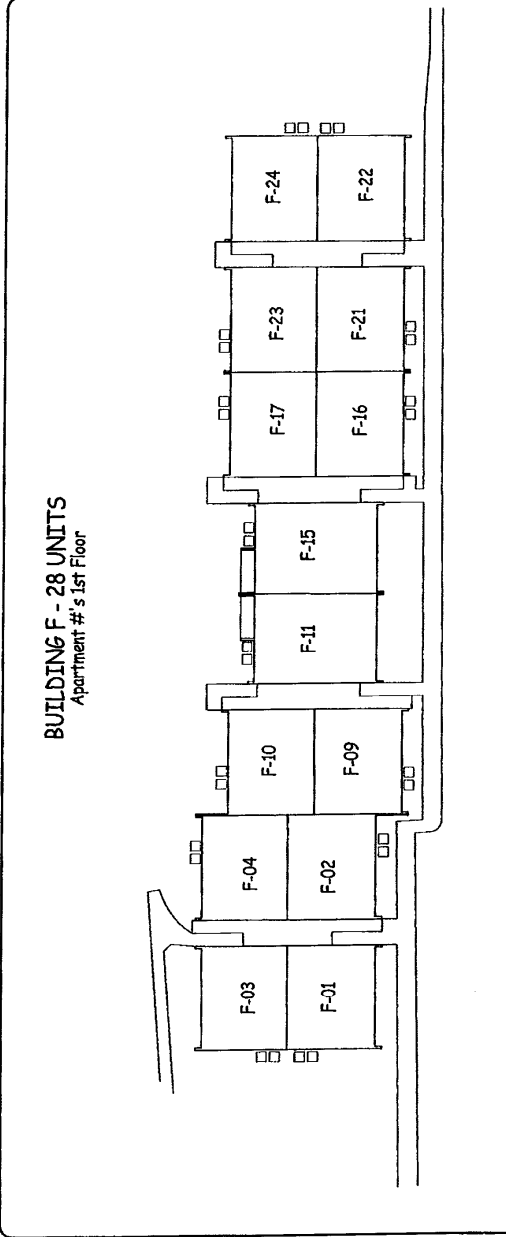


V
ELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 CENTRAL OFFICE: 1000 N.W. 10th St., Ft. Lauderdale, FL 33304
 PHONE: (754) 571-1111 FAX: (754) 571-6559
 WWW.VELCONGROUP.COM

EXHIBIT B TO THE DECLARATION OF
 THE PRESERVE AT ST. NICHOLAS

NO.	DATE	REVISIONS

JOB No.:	11-069
DATE:	02/03/12
SHEET:	34 OF 63
SCALE:	1" = 1'-0"
DESIGNER:	
CHECKER:	
DATE:	



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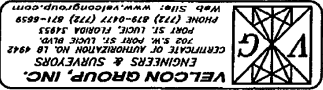
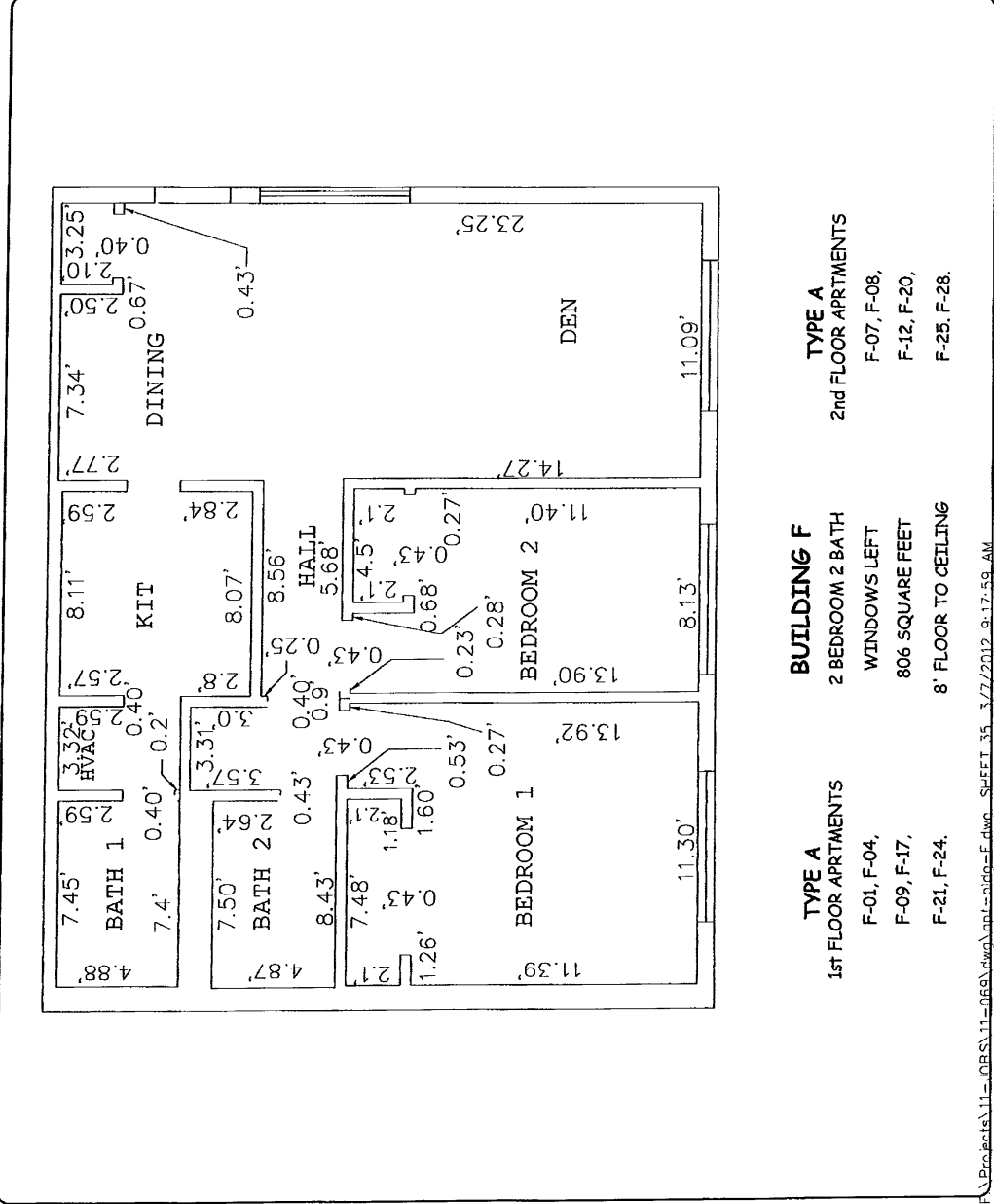


EXHIBIT B TO THE DECLARATION OF THE PRESERVE AT ST. NICHOLAS

DATE: REVISIONS

Table with project details: JOB No., SHEET, DATE, SCALE, DRAWN BY, CHECKED BY, DATE



TYPE A 1st FLOOR APRTMENTS: F-01, F-04, F-09, F-17, F-21, F-24. TYPE A 2nd FLOOR APRTMENTS: F-07, F-08, F-12, F-20, F-25, F-28.

BUILDING F: 2 BEDROOM 2 BATH, WINDOWS LEFT, 806 SQUARE FEET, 8' FLOOR TO CEILING

Project\111-066\dwg\apl-hp00-F.dwg SHEET 35 3/7/2012 9:17:59 AM


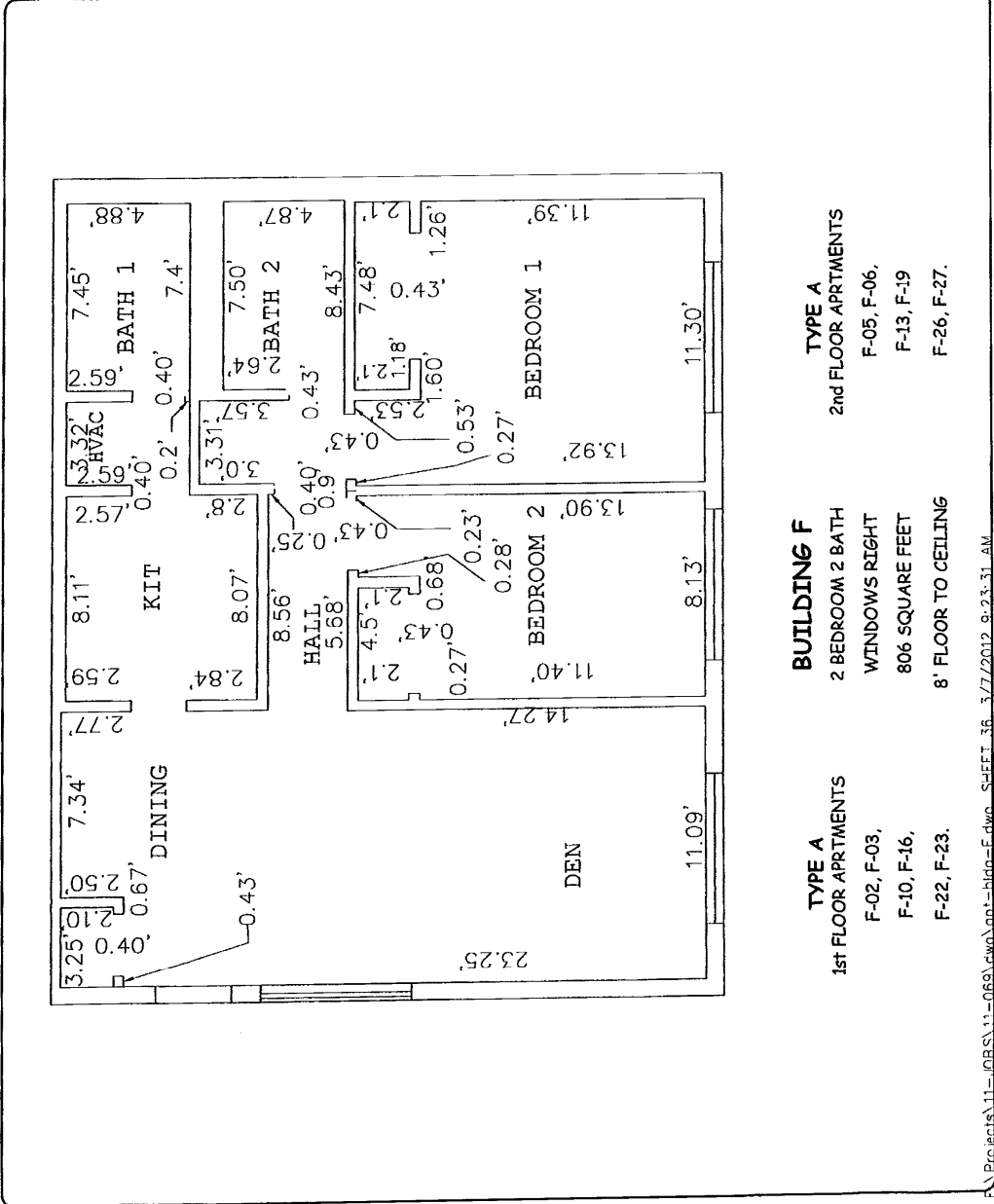

VELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 702 S.W. PORT ST. LUCIE BLVD.
 CENTRAL OF ALABAMA NO. 1442
 PORT ST. LUCIE, FLORIDA 33555
 PHONE (727) 879-0171 (727) 871-6655
 WWW.VELCONGROUP.COM

EXHIBIT B TO THE DECLARATION OF
THE PRESERVE AT ST. NICHOLAS

NO. DATE REVISIONS

JOB NO.:	11-069
DATE:	02/09/12
THIS PROJECT:	36 OF 65
SHEET:	02/09/12
DATE:	02/09/12
BY:	1-14
CHKD BY:	1-14
DATE:	02/09/12
PROJECT:	THE PRESERVE AT ST. NICHOLAS
NO. DATE REVISIONS	




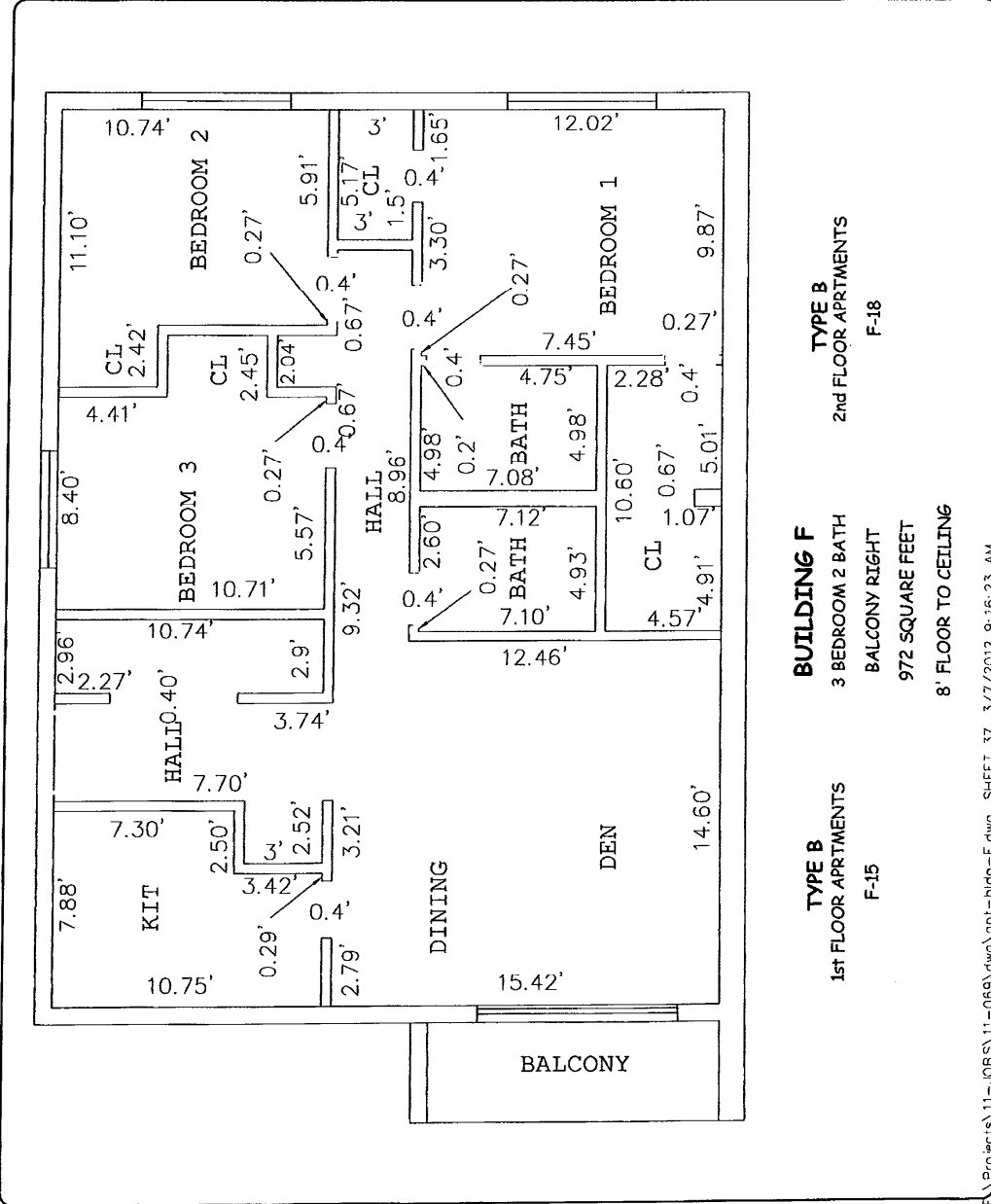

VELSON GROUP, INC.
 ENGINEERS & SURVEYORS
 CERTIFICATE OF AUTHORIZATION NO. 18 4942
 704 S.W. 10TH ST., SUITE 210
 FORT LAUDERDALE, FLORIDA 33304
 PHONE (772) 839-0477 (772) 871-8598
 FAX (772) 839-0477
 WWW.VELSONGROUP.COM

EXHIBIT B TO THE DECLARATION OF
 THE PRESERVE AT S.I. NICHOLAS

REVISIONS
 NO. DATE

JOB NO.:	D. HANSEN
DATE:	11-06-09
BY:	D. HANSEN
CHECKED BY:	
SCALE:	1"=1'-0"
TITLE:	37 OF 65
DATE:	11-06-09
PROJECT:	



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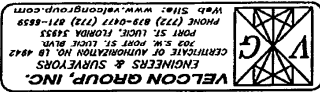
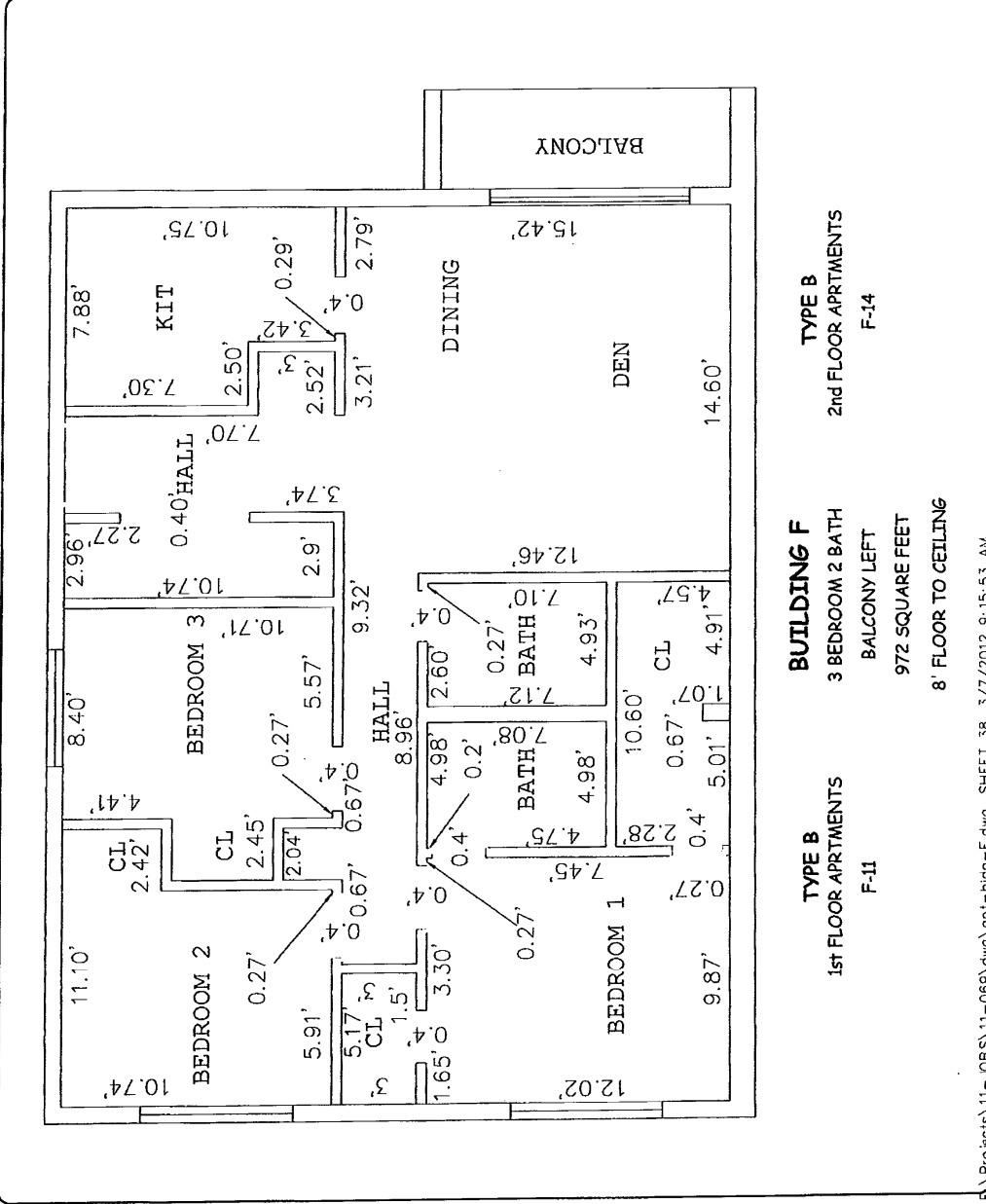


EXHIBIT B TO THE DECLARATION OF THE PRESERVE AT ST. NICHOLAS

REVISIONS

DATE	
NO.	
BY	
REVISIONS	
DATE	
NO.	
BY	
REVISIONS	
DATE	
NO.	
BY	
REVISIONS	

JOB NO.: 11-069
 D. MARSHALL
 R. HARRISON
 SHEET: 38 OF 69
 02/09/12



BUILDING F
 TYPE B 1st FLOOR APARTMENTS F-11
 TYPE B 2nd FLOOR APARTMENTS F-14
 3 BEDROOM 2 BATH
 BALCONY LEFT
 972 SQUARE FEET
 8' FLOOR TO CEILING

F:\Projects\11-069\11-069.dwg - pin - F.dwg SHEET 38 3/7/2012 9:15:53 AM

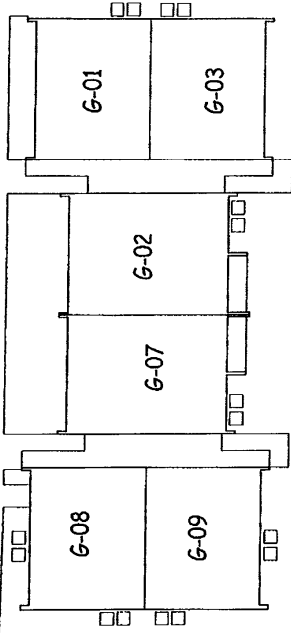
VELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 LICENSE NO. 18 4842
 R. PETERSON
 SCALE
 DATE 11/10/12
 39 OF 65
 SHEET: 02/05/12
 TRS WORKS
 N/A
 PROJECT NO. 11-069
 11-069
 JOB No.: 11-069
 11-069

EXHIBIT B TO THE DECLARATION OF THE PRESERVE AT ST. NICHOLAS

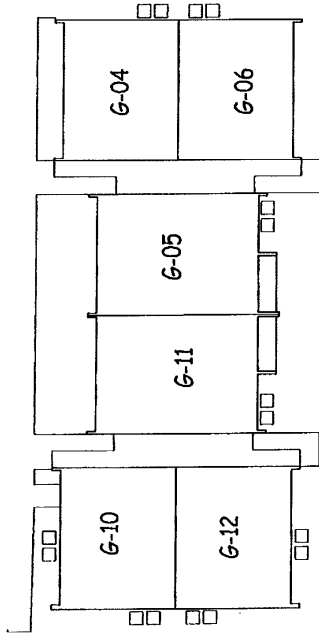
NO. DATE REVISIONS

NO. DATE REVISIONS

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BUILDING G - 12 UNITS
Apartment #1's 1st Floor



BUILDING G - 12 UNITS
Apartment #1's 2nd Floor


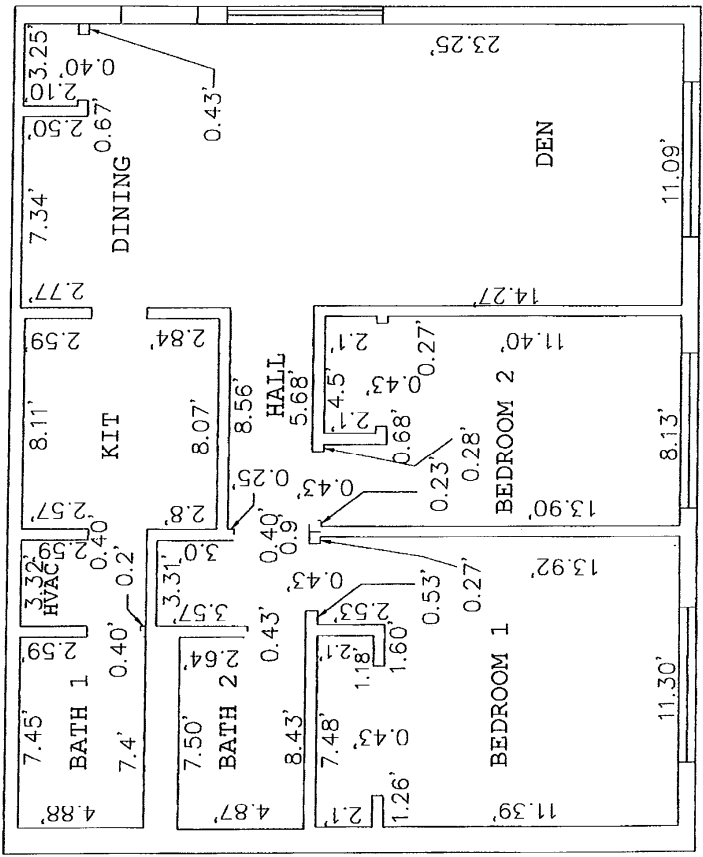

VELSON GROUP, INC.
 ENGINEERS & SURVEYORS
 CERTIFICATE OF AUTHORIZATION NO. LB 4942
 FOR S.W. FROM ST. LEONARD COUNTY
 4001 S.W. 11th St., Fort St. Leonard, Florida 34858
 PHONE (772) 878-0477 (772) 871-8859
 Web Site: www.velsongroup.com

EXHIBIT B TO THE DECLARATION OF THE PRESERVE AT ST. NICHOLAS

DATE	
REVISIONS	

JOB No.:	11-069
DATE:	02/07/12
SHEET:	40 OF 65
SCALE:	N/A
DATE:	
BY:	
CHECKED BY:	
DATE:	



TYPE A
 1st FLOOR APTMENTS
 6-01, 6-09.

BUILDING 6
 2 BEDROOM 2 BATH
 WINDOWS LEFT
 806 SQUARE FEET
 8' FLOOR TO CEILING

TYPE A
 2nd FLOOR APTMENTS
 6-04, 6-12.

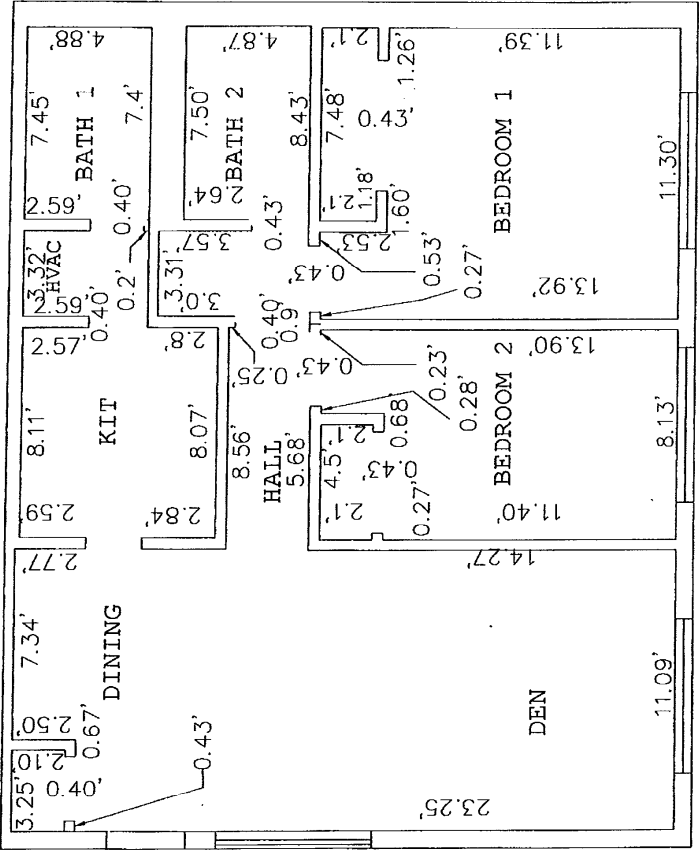
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VCLCON GROUP, INC.
 ENGINEERS & SURVEYORS
 CENTRAL OFFICE: ALPHARETTA, GA. 30201
 200 S.W. MORT ST., SUITE 400
 PHONE (770) 879-0477 (TYS) 871-6559
 FAX (770) 879-0477 (TYS) 871-6559
 Web Site: www.vclcongroup.com

EXHIBIT B TO THE DECLARATION OF THE PRESERVE AT ST. NICHOLAS

NO.	DATE	REVISIONS

JOB No.:	11-069
DATE:	11/10/12
BY:	G. KEMMERER
CHECKED BY:	
SCALE:	N/A
SHEET:	41 OF 65



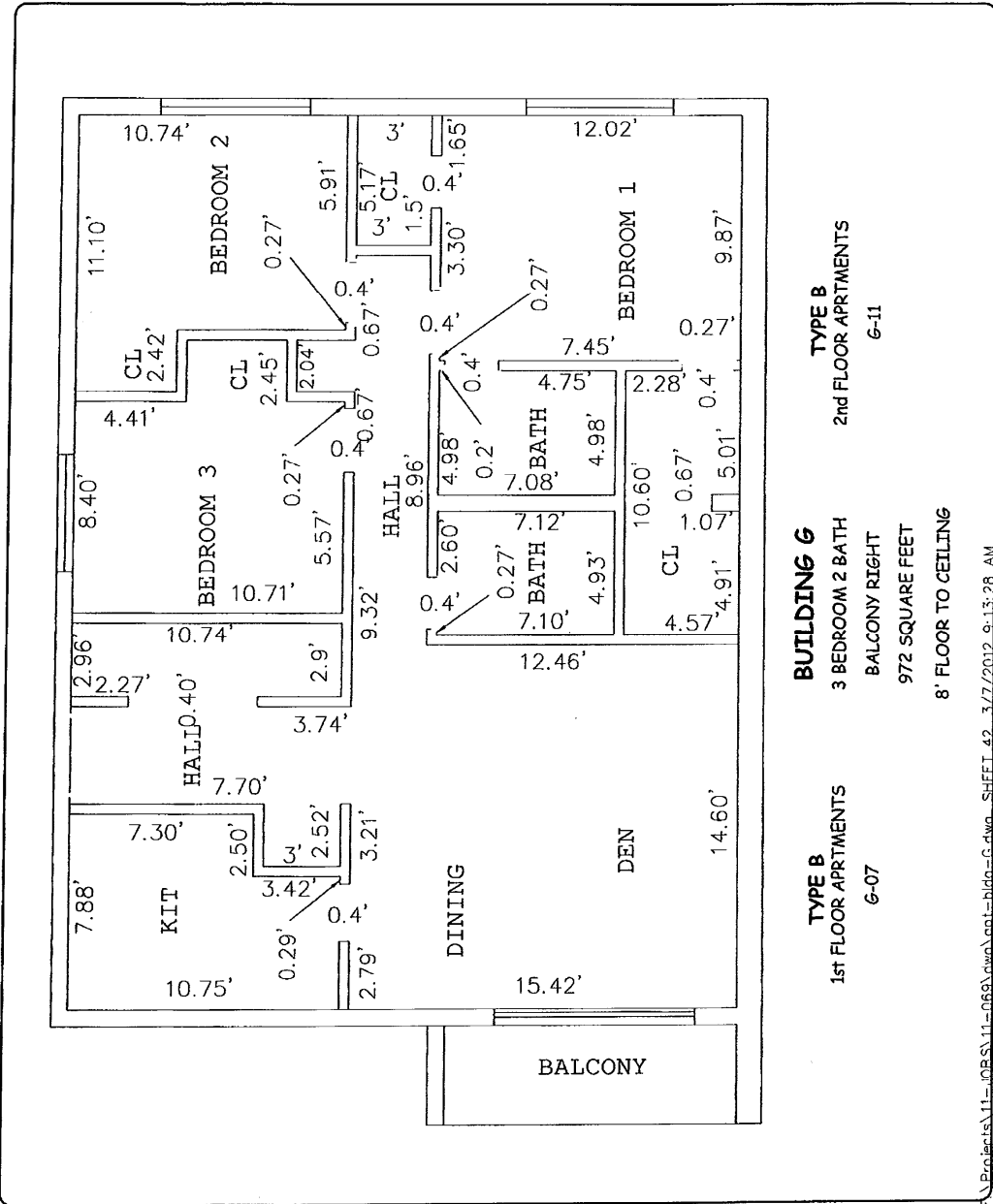
BUILDING 6
 2 BEDROOM 2 BATH
 WINDOWS RIGHT
 806 SQUARE FEET
 8' FLOOR TO CEILING

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VELSON GROUP, INC.
 ENGINEERS & SURVEYORS
 CERTIFICATE OF AUTHORIZATION NO. 18 4942
 FOR SURVEYING, CIVIL, LAND SURVEYING
 1001 S.W. 10TH ST., SUITE 1000
 MIAMI, FLORIDA 33135
 PHONE (772) 879-0477 (772) 871-8898
 FAX (772) 879-0477
 Web Site: www.velsongroup.com

EXHIBIT B TO THE DECLARATION OF
 THE PRESERVE AT ST. NICHOLAS

SHEET: 42 OF 65
 DATE: 02/27/12
 JOB NO.: 11-069
 DRAWN BY: G. HANSEN
 CHECKED BY: G. HANSEN
 DATE: 02/27/12



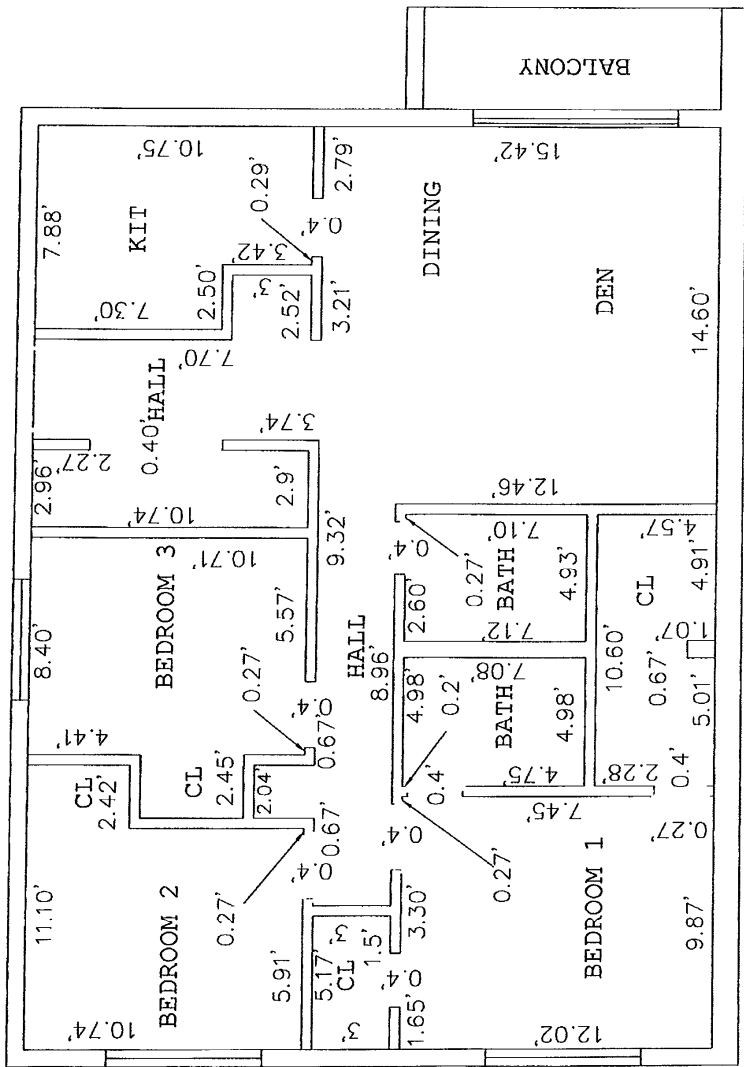
VELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 CERTIFICATE OF AUTHORIZATION NO. LB 4842
 702 S.W. FOURTH ST., SUITE 800
 PORT ST. LUCIE, FLORIDA 33853
 PHONE (772) 878-0177 (772) 871-8859
 WEB SITE: WWW.VELCONGROUP.COM



EXHIBIT B TO THE DECLARATION OF
 THE PRESERVE AT ST. NICHOLAS

DATE: _____
 REVISIONS: _____

JOB No.: 11-069
 D. MCKERSON
 M. MCKERSON
 S. MCKERSON
 SHEET: 43 OF 65
 02/02/12
 N/A



BUILDING 6
 TYPE B
 3 BEDROOM 2 BATH
 BALCONY LEFT
 972 SQUARE FEET
 8' FLOOR TO CEILING

BUILDING 9
 TYPE B
 1st FLOOR APTMENTS
 6-02

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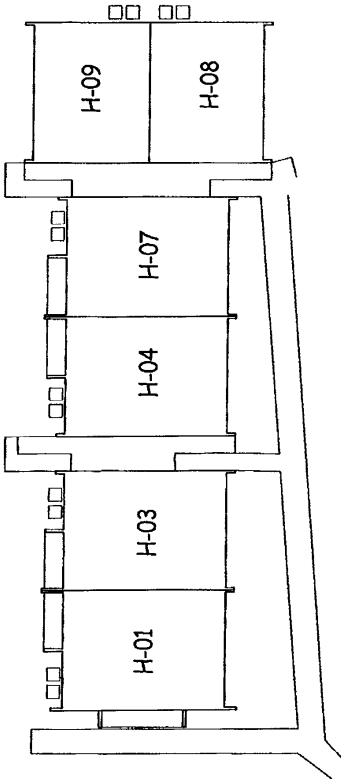

VELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 CERTIFICATE OF AUTHORIZATION NO. 18 4842
 707 S.W. 104th ST. LINDSEY PARK
 FORT ST. LUCIE, FLORIDA 33434
 PHONE (772) 824-0473 (772) 821-8898
 Web Site: www.velcongroup.com

EXHIBIT 8 TO THE DECLARATION OF THE PRESERVE AT ST. NICHOLAS

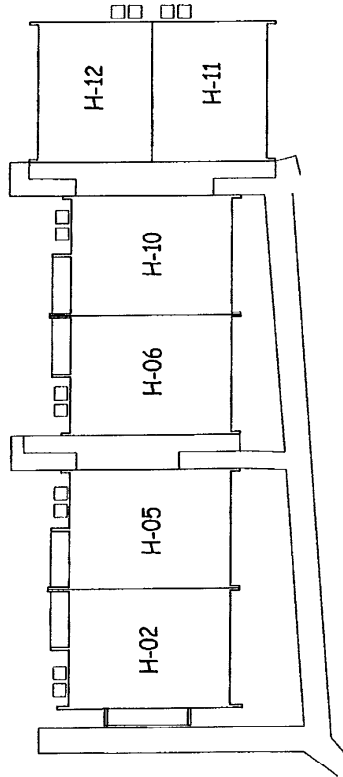
DATE	
BY	
REVISIONS	

JOB No.	11-069
D. HESSLER	
M. KEMENSON	
L. SP	
SHEET	44 OF 65
DATE	02/05/12
FILE NO.	N/A

BUILDING H - 12 UNITS
Apartment #'s 1st Floor



BUILDING H - 12 UNITS
Apartment #'s 2nd Floor



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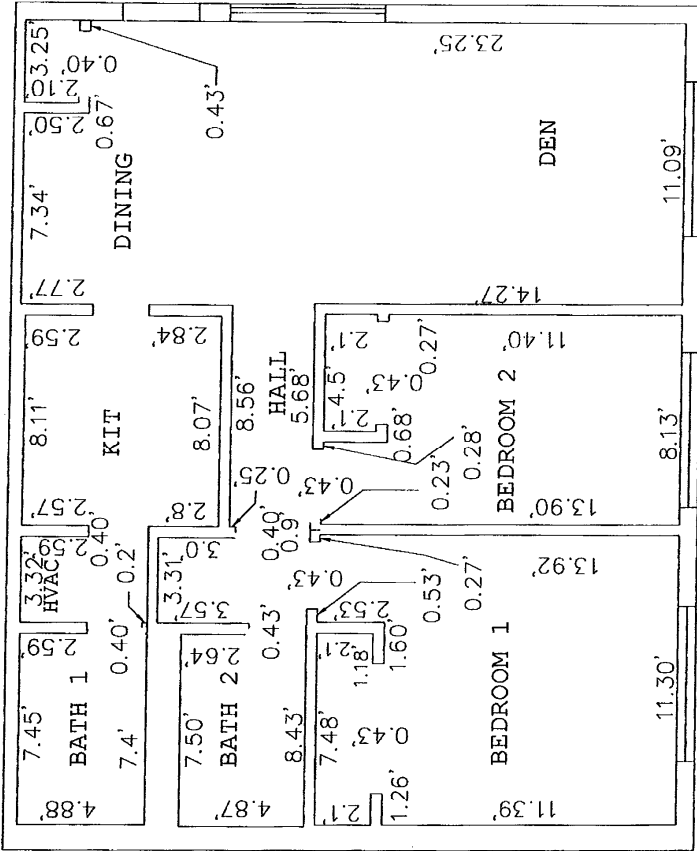

VELSON GROUP, INC.
 ENGINEERS & SURVEYORS
 CERTIFICATE OF AUTHORIZATION NO. LR 1942
 702 S.W. FOURTH ST. SUITE 200
 PORT ST. LUCIE, FLORIDA 33585
 PHONE (772) 879-0477 (772) 871-6699
 Web Site: www.velsongroup.com

EXHIBIT B TO THE DECLARATION OF THE PRESERVE AT ST. NICHOLAS

DATE: 02/05/12

JOB No.: 11-069	D. HANSEN
BY: R. KEMMERER	
DATE: 02/05/12	
SHEET: 45 OF 63	
DATE: 02/05/12	
SCALE: 1"=1'-0"	
DATE: 02/05/12	
DATE: 02/05/12	



BUILDING H
 2 BEDROOM 2 BATH
 WINDOWS LEFT
 806 SQUARE FEET
 8' FLOOR TO CEILING

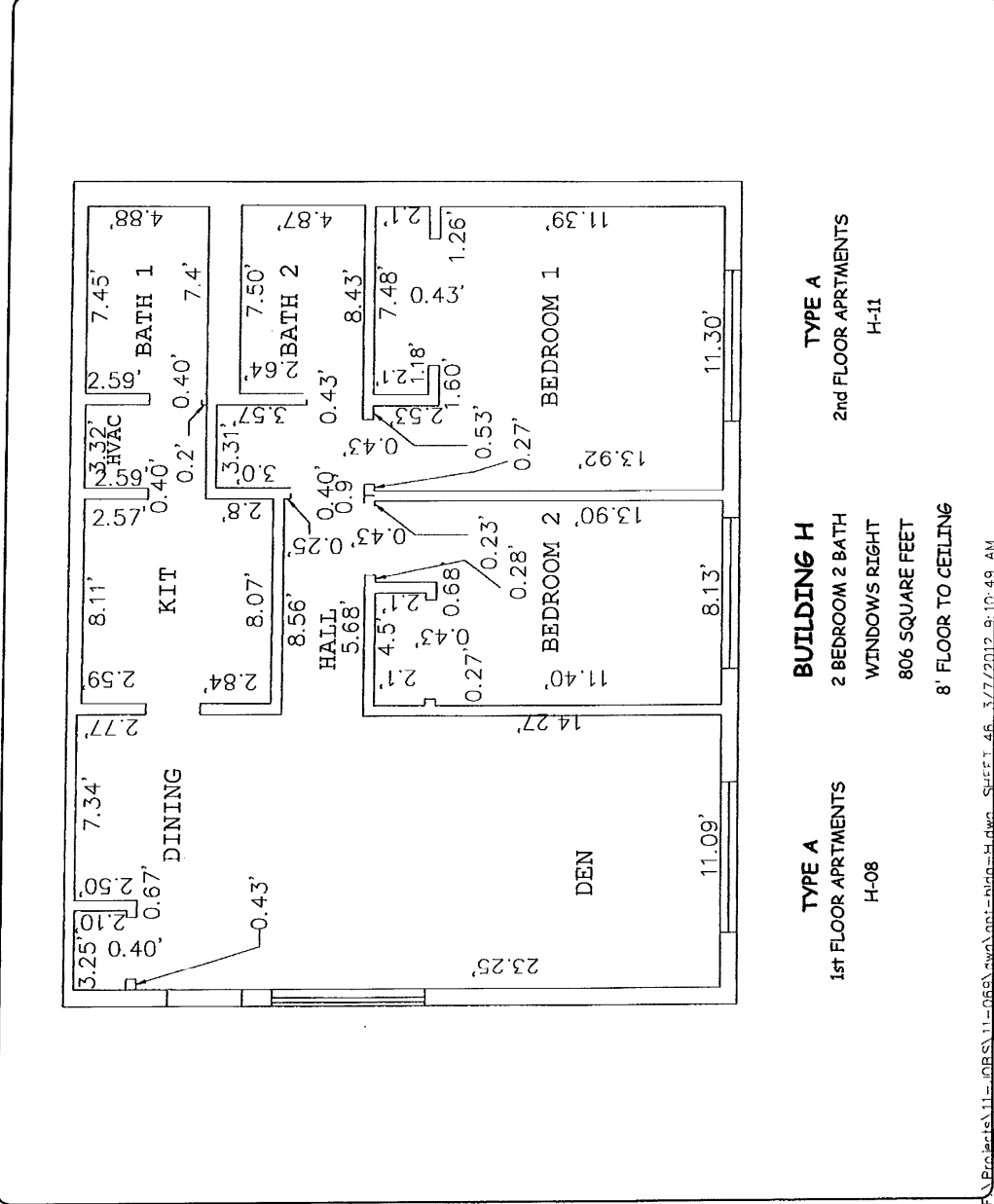
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VELSON GROUP, INC.
 ENGINEERS & SURVEYORS
 CERTIFICATE OF LICENSE NO. 18 4942
 702 S.W. 10th St. Suite 400
 Fort St. Lucie, Florida 34958
 Phone (772) 878-0477 (772) 871-8558
 Web Site: www.velsongroup.com

EXHIBIT B TO THE DECLARATION OF THE PRESERVE AT ST. NICHOLAS

AP. DATE: APPROVED:

JOB NO.: 11-069
 SHEET: 46 OF 65
 DATE: 02/02/12
 DRAWN BY: R. KEMERSON
 CHECKED BY:



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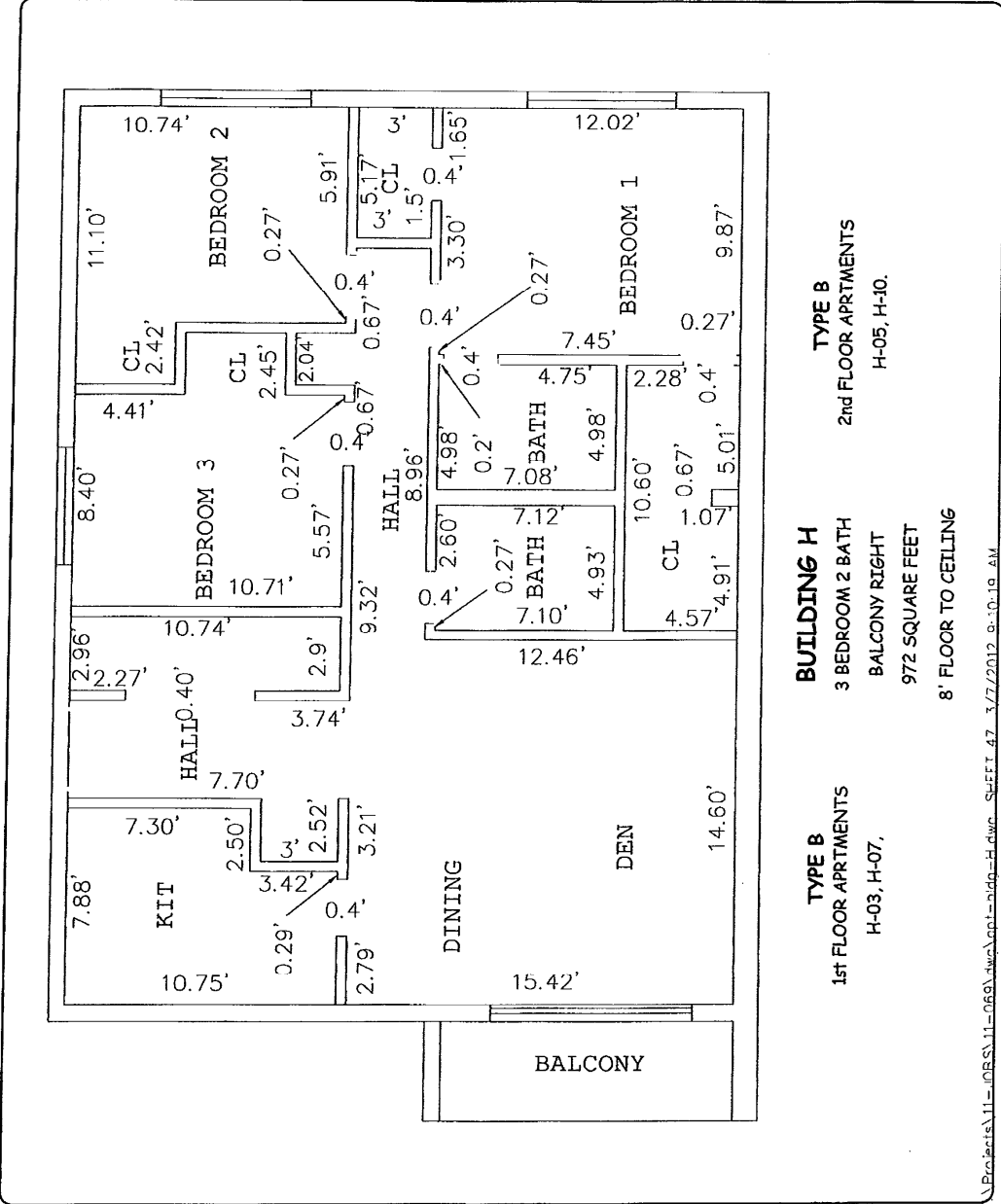

VELSON GROUP, INC.
 ENGINEERS & SURVEYORS
 CERTIFICATE OF AUTHORIZATION NO. LB 4342
 702 S.W. 10TH ST., SUITE 200
 FORT ST. LUCIE, FLORIDA 33434
 PHONE (772) 879-0477 (772) 871-8859
 WEB SITE: www.velsongroup.com

EXHIBIT B TO THE DECLARATION OF THE PRESERVE AT ST. NICHOLAS

DATE: _____
 REVISIONS: _____

JOB No.: 11-069
 D. KEMMERTON
 M. KEMMERTON
 DATE: 11/17/12
 SHEET: 47 OF 63
 NO. OF PAGES: N/A



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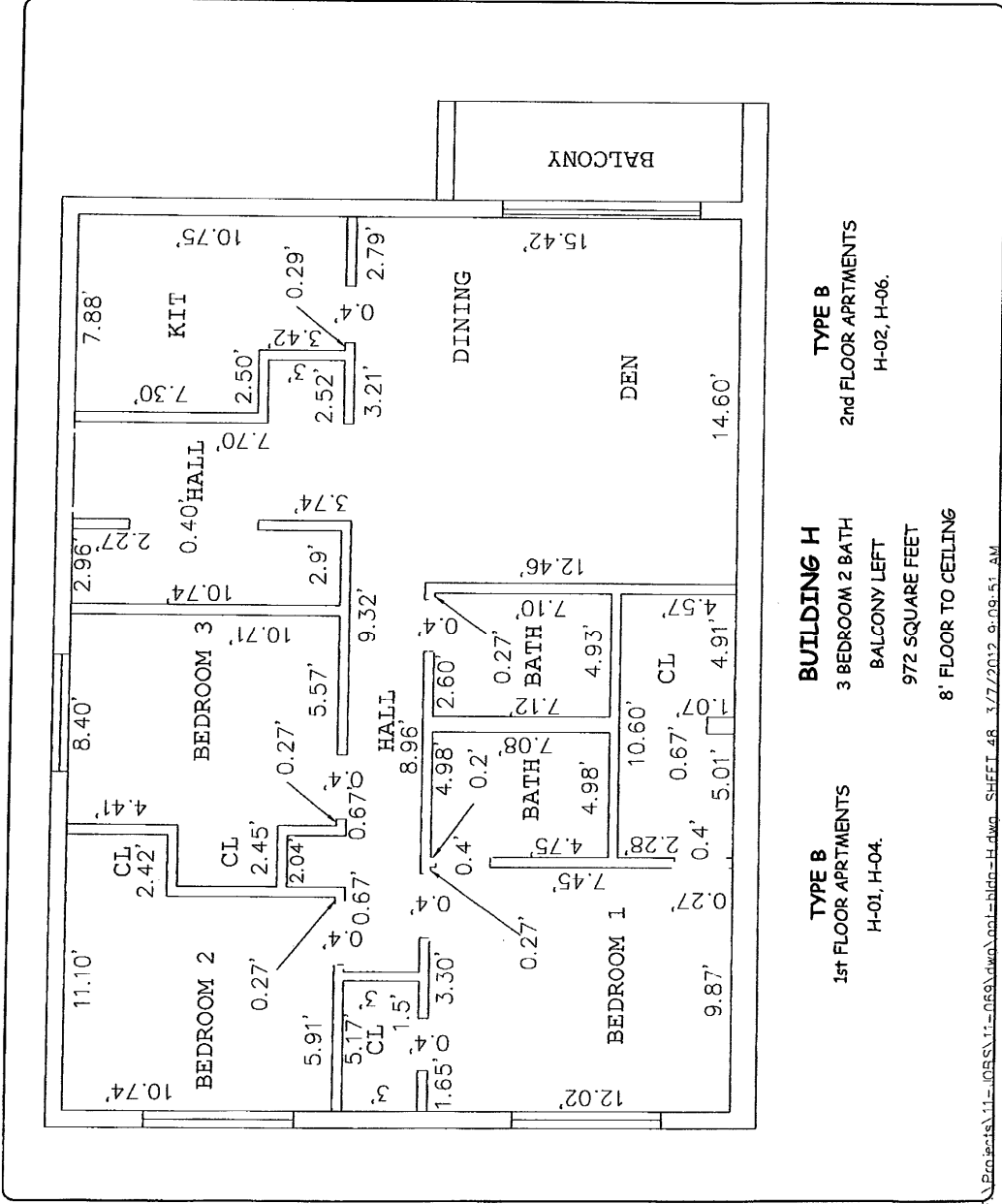

VELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 CERTIFICATE OF AUTHORIZATION NO. 18 442
 702 S.W. FORT ST. LUCE BLDG.
 FORT ST. LUCE, FLORIDA 32533
 PHONE (772) 879-8477 (772) 871-8859
 Web Site: www.velcongroup.com

EXHIBIT B TO THE DECLARATION OF THE PRESERVE AT ST. NICHOLAS

NO DATE PERSONS

JOB No.:	11,069
DATE:	11/06/12
NO. OF SHEETS:	48 OF 65
SHEET:	17 OF 18
PROJECT:	N/A



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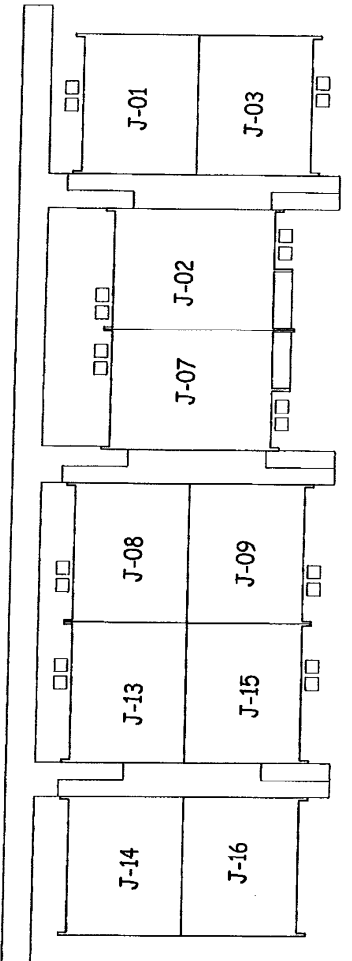
VELCON GROUP, INC.
ENGINEERS & SURVEYORS
CENTRIQUE OF AUTOMATION NO. 18 4842
502 S.W. 7TH ST. LUCK, FLORIDA 33453
PHONE (772) 873-0477 (772) 871-8839
FAX (772) 873-0477
WWW.VELCONGROUP.COM



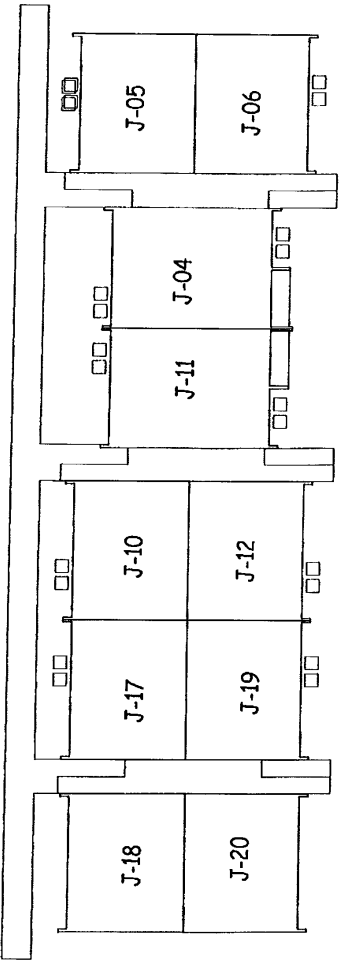
EXHIBIT B TO THE DECLARATION OF
THE PRESERVE AT ST. NICHOLAS

NO. DATE REVISIONS

JOB No.: 11-069
D. KASSER
M. KEMPSON
BY GIBSON
DATE: 02/03/12
SHEET: 1 OF 12
49 OF 63
N/A



BUILDING J - 20 UNITS
Apartment #'s 1st Floor



BUILDING J - 20 UNITS
Apartment #'s 2nd Floor

F:\Projects\11-069\dwg\apt=bidg=1dwg_SHEET 49_3/7/2012 9:08:50 AM


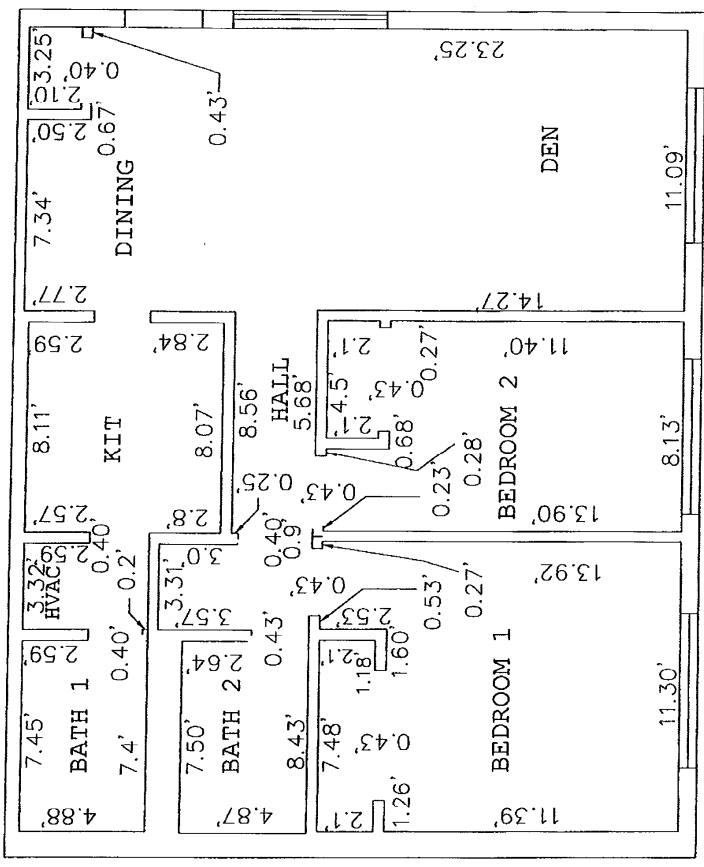

VELSON GROUP, INC.
 ENGINEERS & SURVEYORS
 CERTIFICATE OF AUTHORIZATION NO. LB 4422
 102 S.W. 10th St., Suite 1850
 Fort St. Louis, Florida 34805
 Phone: (772) 879-0477 (772) 871-8859
 Web Site: www.velsongroup.com

EXHIBIT B TO THE DECLARATION OF THE PRESERVE AT ST. NICHOLAS

POSITIONS

DATE	11-06-12
BY	J. KATKINSON
JOB NO.	11-069
DRW. NO.	01
DRW. NAME	D. KATKINSON
SHEET	02 OF 12
DATE	11-06-12
BY	J. KATKINSON
JOB NO.	11-069
DRW. NO.	01
DRW. NAME	D. KATKINSON



BUILDING J
2 BEDROOM 2 BATH
WINDOWS LEFT
806 SQUARE FEET
8' FLOOR TO CEILING

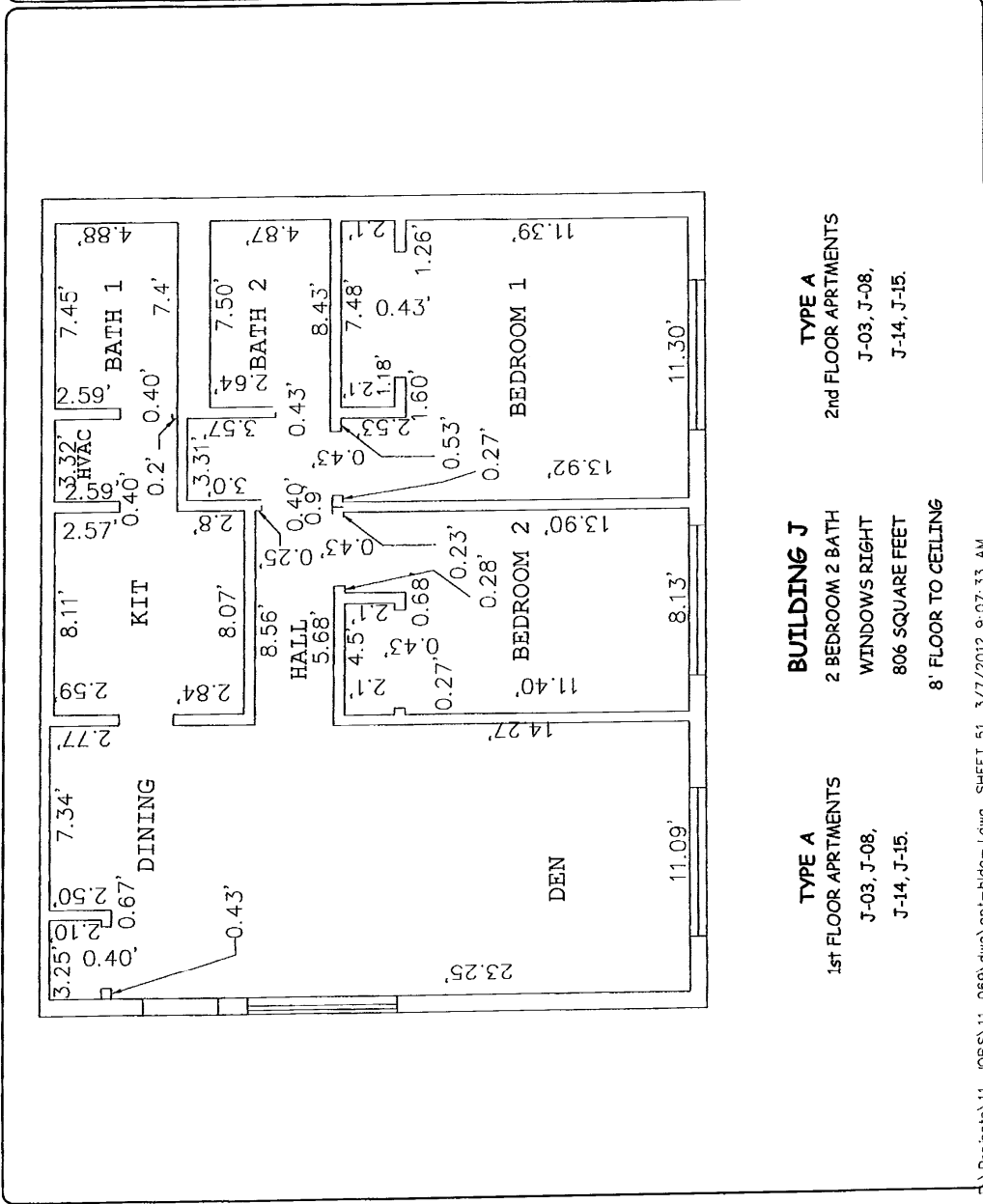
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VELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 CENTRAL OFFICE: ALPHONSO, MO. 6442
 203 SW. PORT ST. LUCE BLVD.
 PORT ST. LUCE, FLORIDA 33433
 PHONE (772) 879-0177 (772) 871-1833
 FAX (772) 879-0177 www.velcongroup.com

EXHIBIT B TO THE DECLARATION OF
 THE PRESERVE AT ST. NICHOLAS

REVISIONS

JOB No.:	11-069
DATE:	02/05/12
BY:	R. KEMENSON
CHECKED BY:	J. W. GARDNER
TITLE:	1st FLOOR
PROJECT:	THE PRESERVE AT ST. NICHOLAS
SHEET:	51 OF 69



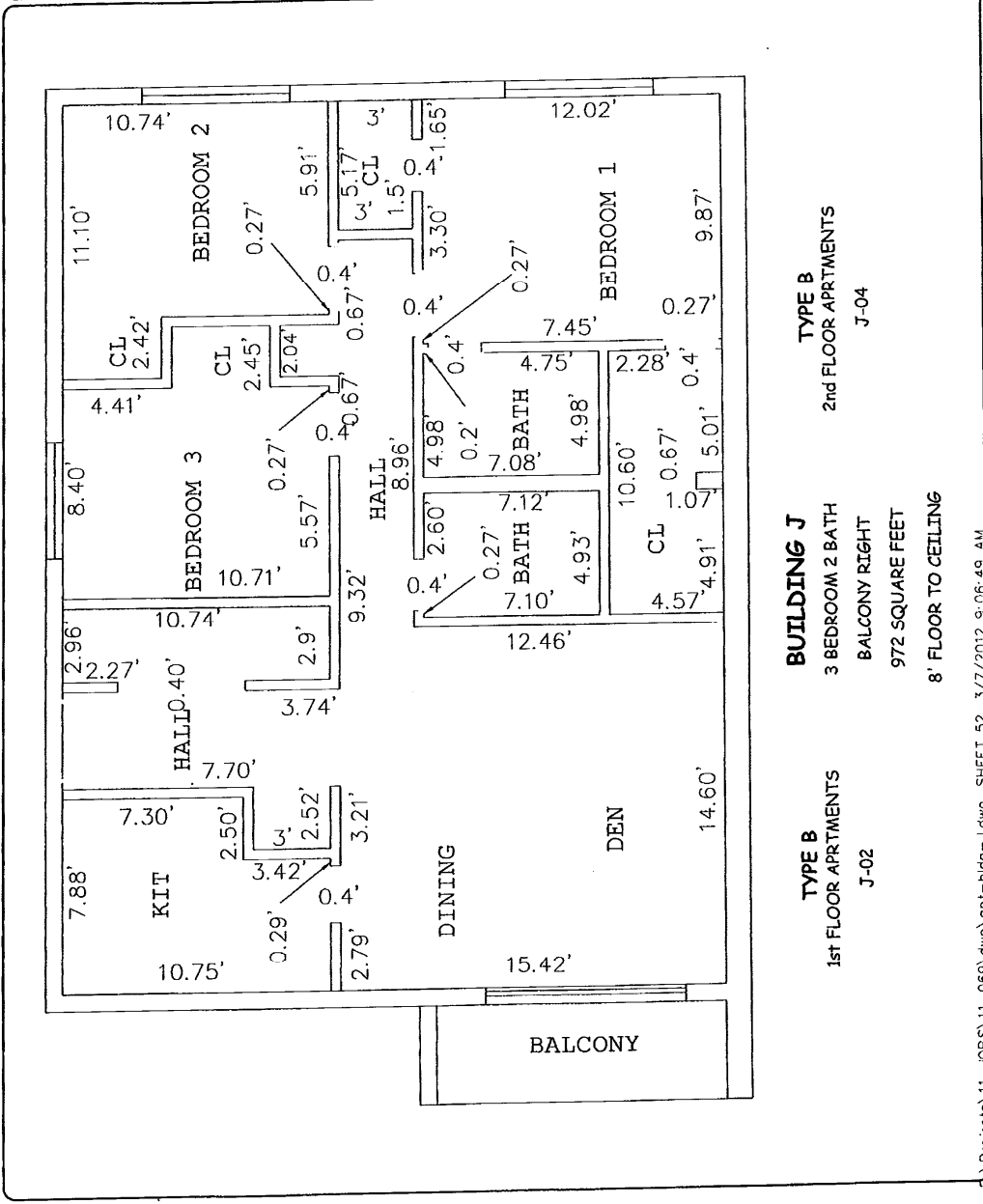
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VELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 202 S.W. FORT ST. LUCAS, OHIO 44130
 PHONE (724) 873-0473 FAX (724) 871-8839
 WWW.VELCONGROUP.COM

EXHIBIT B TO THE DECLARATION OF
 THE PRESERVE AT ST. NICOLAUS

DATE: 03/12/12
 SHEET: 02 OF 65

JOB No.: 11-069
 R. KENNEDY
 12/12/11
 02/12/12
 52 OF 65



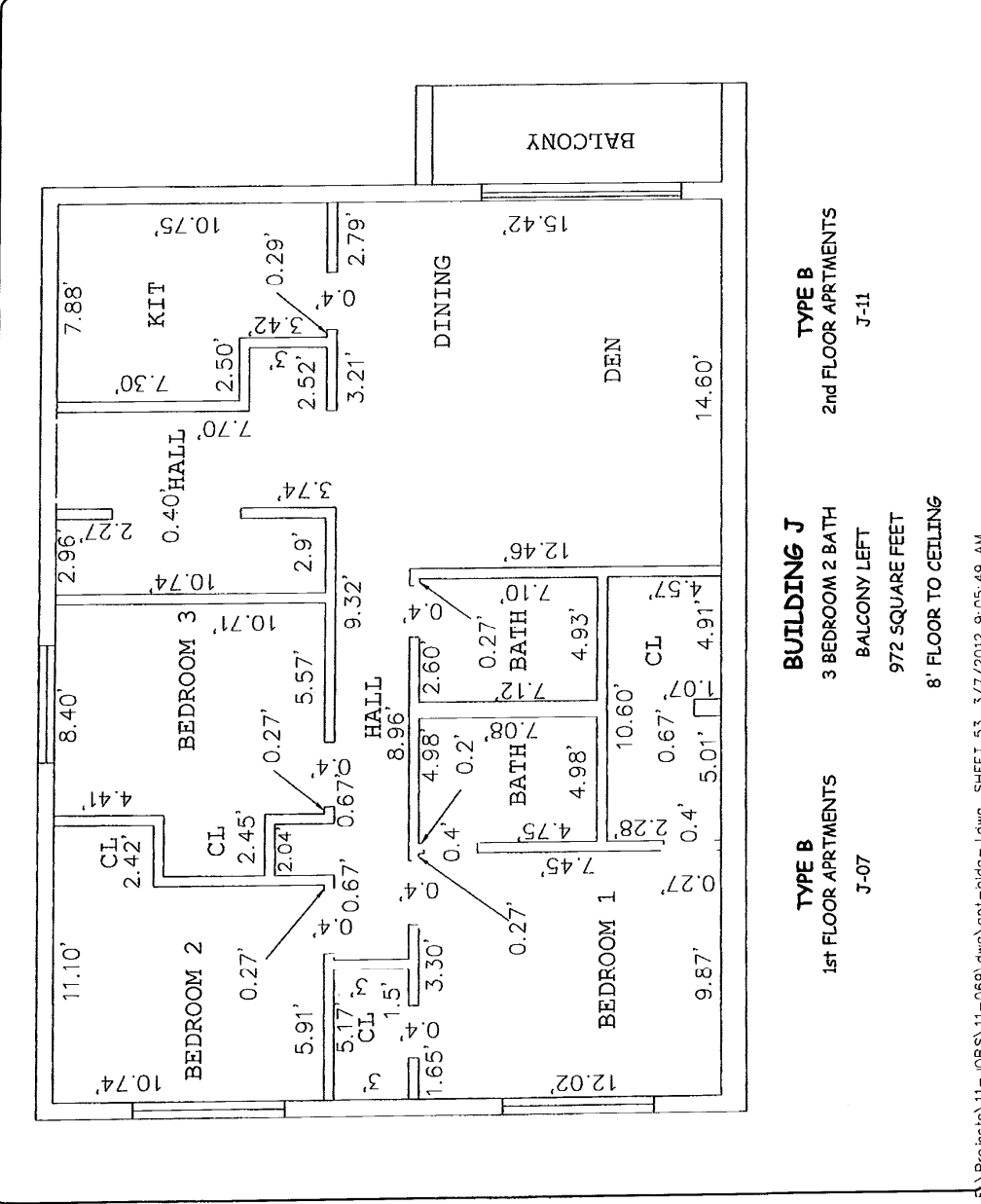
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VELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 CERTIFICATE OF ADMISSION NO. 18 4942
 303 S.W. MORT ST. LUDIC BLVD.
 PORT ST. LUCIE, FLORIDA 34953
 PHONE (772) 839-0477 (772) 871-6559
 Web Site: www.velcongrp.com

EXHIBIT B TO THE DECLARATION OF
 THE PRESERVE AT ST. NICHOLAS

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 APPROVED BY: _____

JOB NO.: 11-069
 SHEET: 03 OF 65
 FIELD NO./DATE: 03/05/12



TYPE B BUILDING J
 2nd FLOOR APTMENTS
 J-11

TYPE B BUILDING J
 1st FLOOR APTMENTS
 J-07

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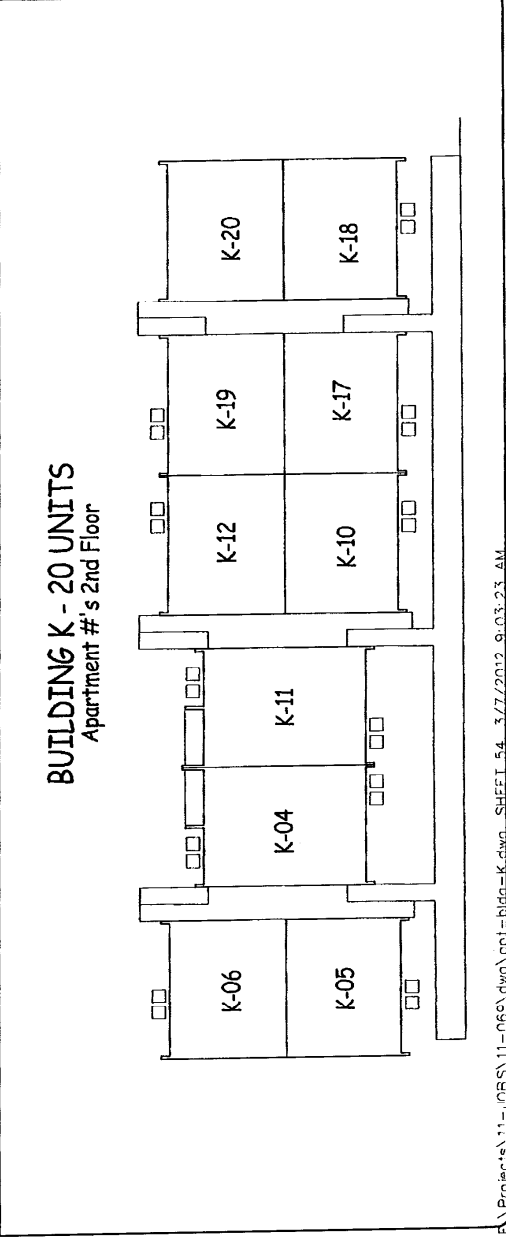
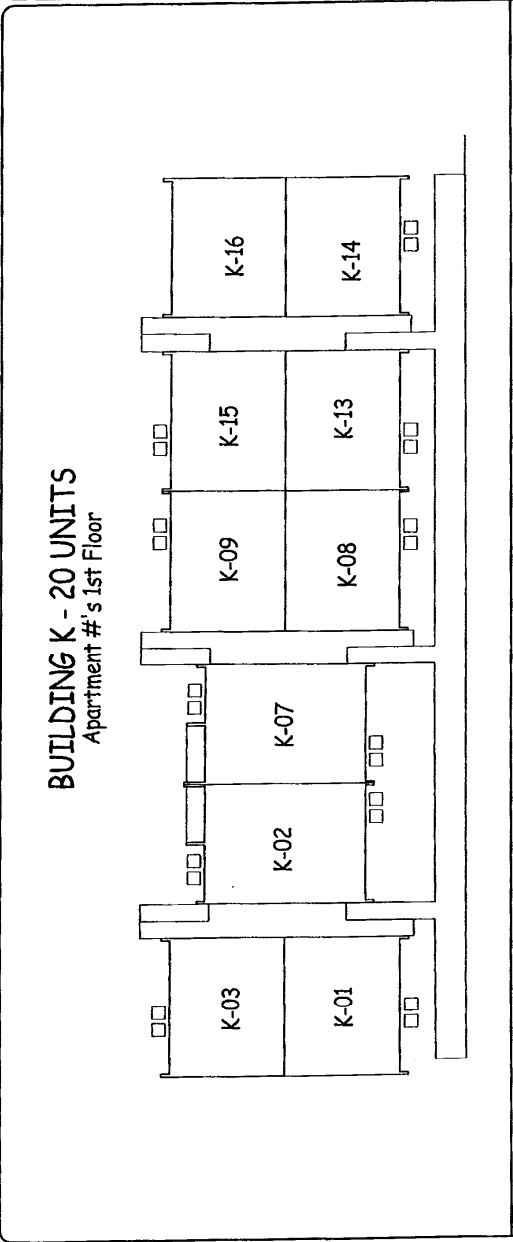
VELCON GROUP, INC.
ENGINEERS & SURVEYORS
CERTIFICATE OF AUTHORIZATION NO. 1942
502 S.W. 10TH ST. SUITE 8100
FORT ST. LUCIE, FLORIDA 34933
PHONE (772) 873-0477 (772) 871-6839
FAX (772) 873-0477
WEB SITE: www.velcongroup.com

EXHIBIT B TO THE DECLARATION OF
THE PRESERVE AT ST. NICHOLAS

DATE:	
REVISIONS:	

DATE:	02/03/12
TIME:	1:30
BY:	K. KEMMISON
CHECKED BY:	J. W. WILSON
SCALE:	N/A

JOB No.:	11-069
SHEET:	64 OF 65



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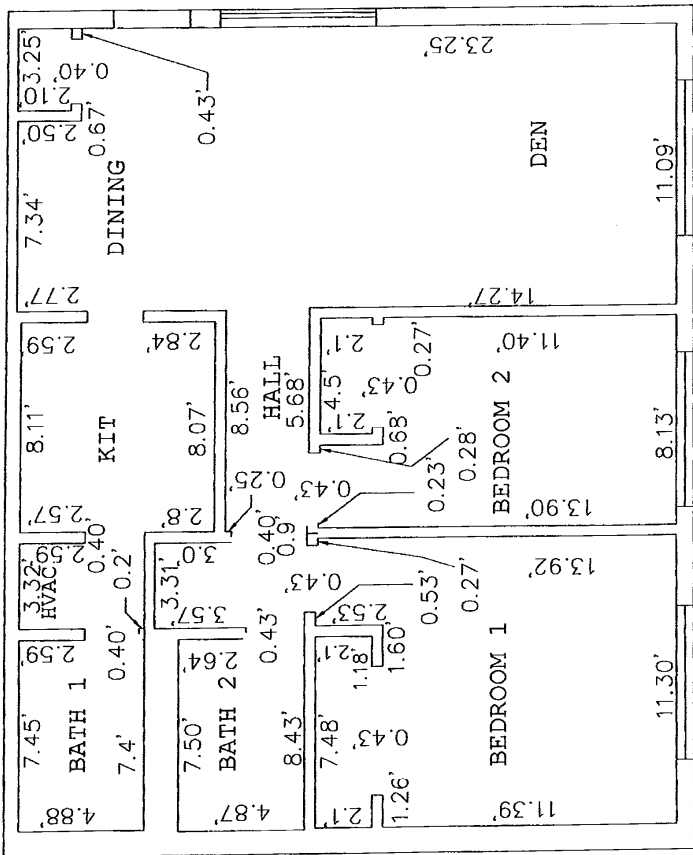
VELCON GROUP, INC.
ENGINEERS & SURVEYORS
CENTRAL OFFICE OF SURVEYING NO. 18 4942
PORT ST. LUCIE, FLORIDA 34953
PHONE (772) 879-0477 (772) 871-6559
HEAD OFFICE: WWW.VELCONGROUP.COM



EXHIBIT B TO THE DECLARATION OF
THE PRESERVE AT ST. NICHOLAS

DATE: _____
REVISIONS: _____

JOB No.: 11-069
D. HARRIS
M. KELLERSON
DATE: 02/09/12
SHEET: 55 OF 63



TYPE A
1st FLOOR APRTMENTS
K-01, K-09,
K-13, K-16.

BUILDING K
2 BEDROOM 2 BATH
WINDOWS LEFT
806 SQUARE FEET
8' FLOOR TO CEILING

TYPE A
2nd FLOOR APRTMENTS
K-05, K-12,
K-17, K-20.

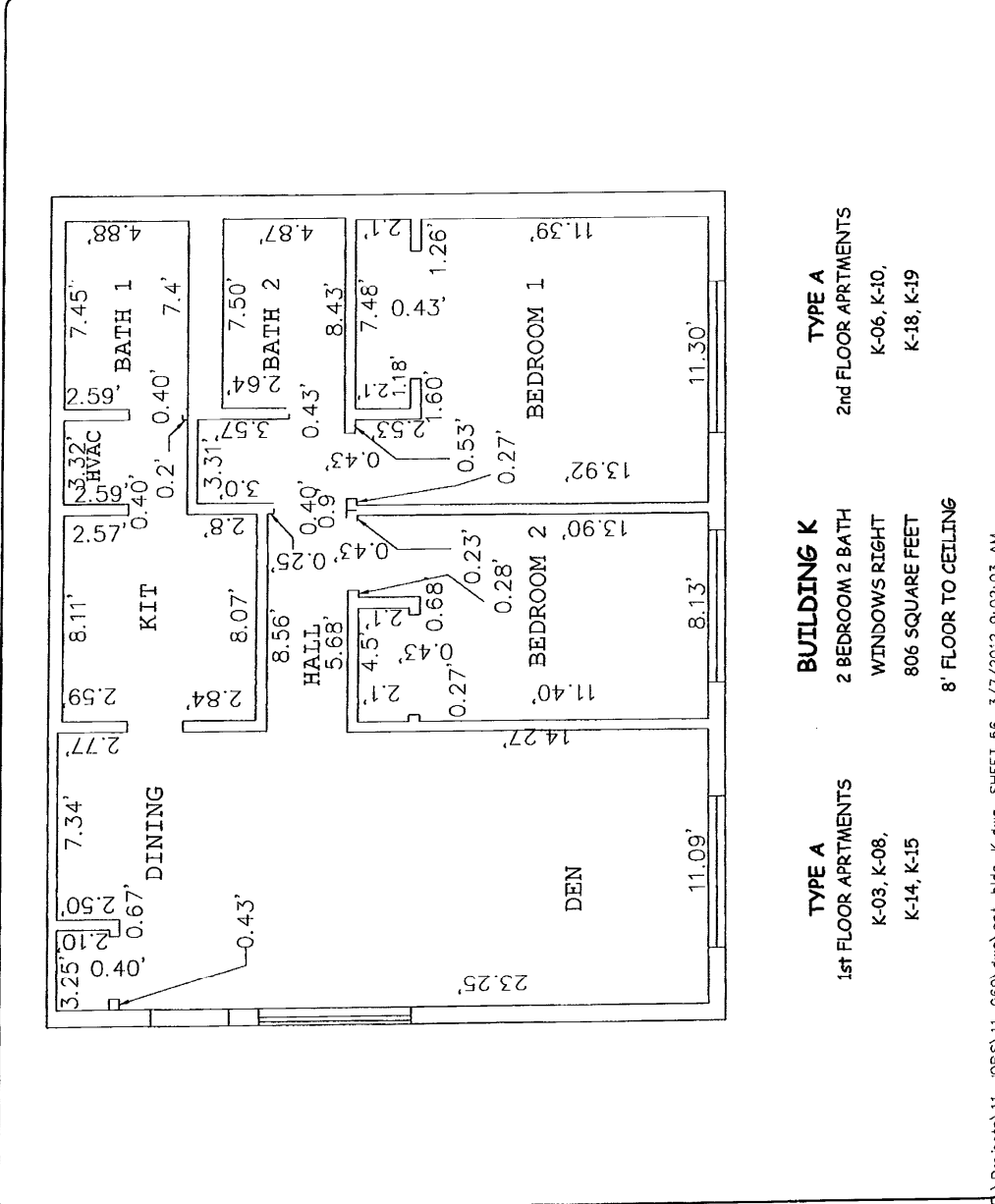
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VELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 CERTIFICATE OF AUTHORIZATION NO. 18 4942
 1002 S.W. 10TH ST. LAKE LAKES
 PORT ST. LUCIE, FLORIDA 34953
 PHONE (772) 879-0477 (772) 871-6559
 WEB SITE: WWW.VELCONGROUP.COM

EXHIBIT B TO THE DECLARATION OF
 THE PRESERVE AT ST. NICHOLAS

DATE: _____
 APPROVED: _____

JOB NO.:	11-069
DATE:	01/11/12
BY:	R. KEMMERS
SCALE:	1"=8'-0"
SHEET:	02/05/12
TITLE:	36 OF 63



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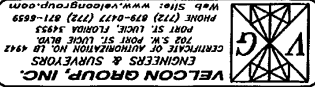
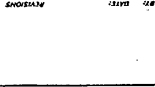
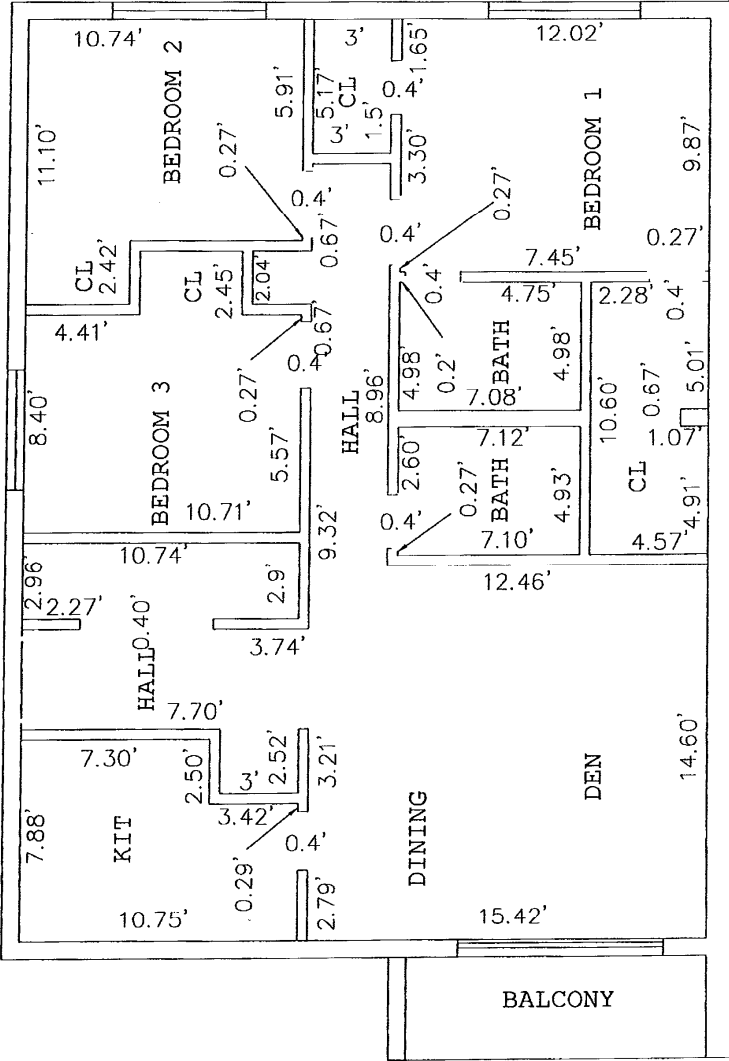


EXHIBIT B TO THE DECLARATION OF
THE PRESERVE AT ST. NICHOLAS



JOB NO.:	11-069
DATE:	11/13/12
PROJECT:	THE PRESERVE AT ST. NICHOLAS
ARCHITECT:	VELCON GROUP, INC.
SCALE:	AS SHOWN



BUILDING K
3 BEDROOM 2 BATH
BALCONY RIGHT
972 SQUARE FEET
8' FLOOR TO CEILING

TYPE B
1st FLOOR APRTMENTS
K-07

TYPE B
2nd FLOOR APRTMENTS
K-04

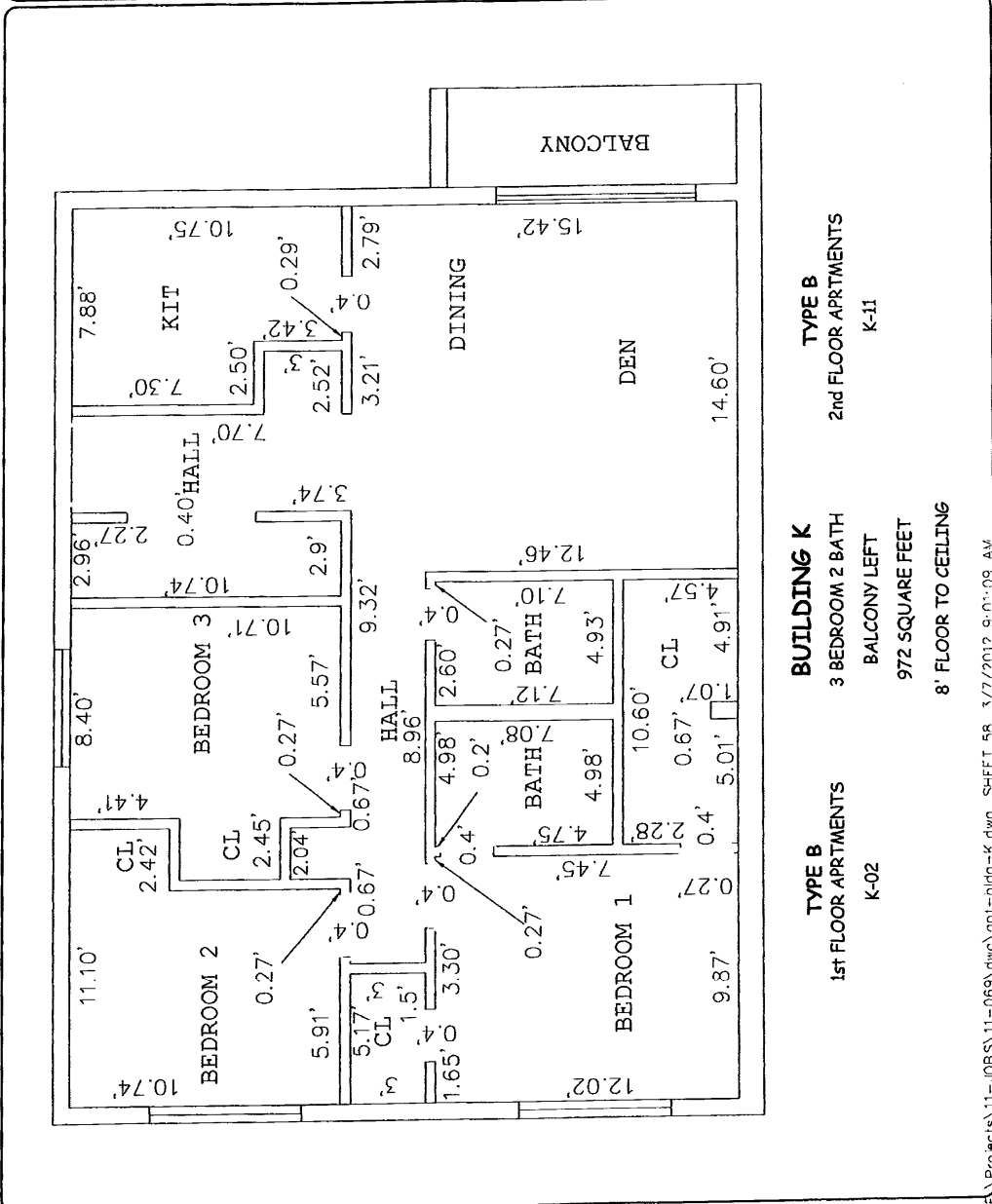
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VELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 CERTIFICATE OF AUTHORIZATION NO. LA 4842
 502 S.W. PORT ST. LUCIE BLVD.
 PORT ST. LUCIE, FLORIDA 34853
 PHONE (772) 879-0177 (772) 871-8839
 FAX (772) 879-0177
 WWW.VELCONGROUP.COM


EXHIBIT B TO THE DECLARATION OF
 THE PRESERVE AT ST. NICHOLAS

NO. DATE: REVISIONS

JOB No.:	D. HANSEN
DATE:	11-06-09
BY:	R. KEMENSON
SCALE:	1"=8'
SHEET:	02/03/12
FIELD BOOK/ACES:	88 OF 65



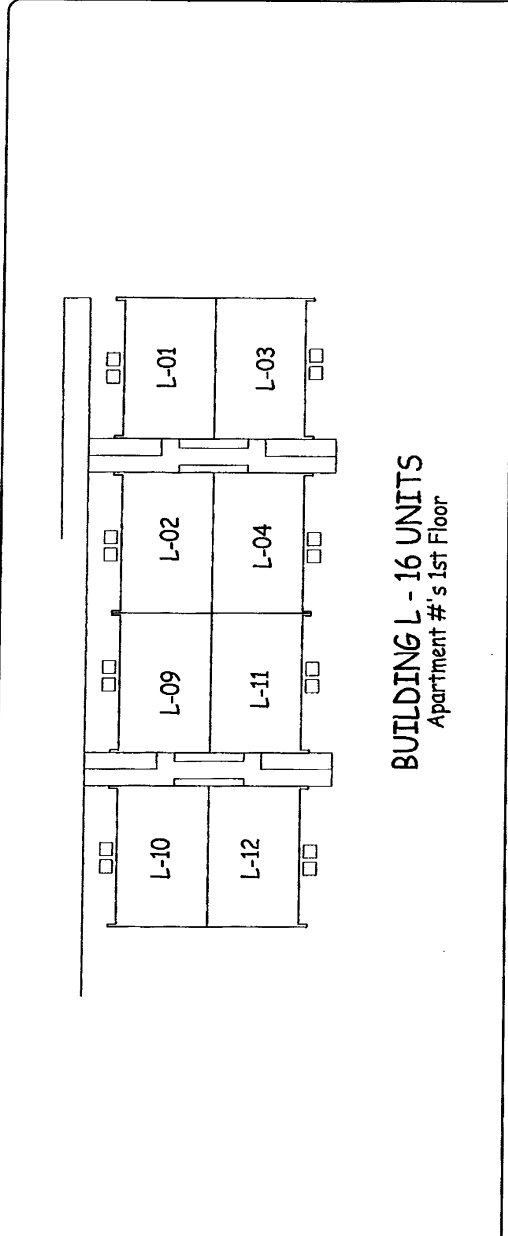
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VELSON GROUP, INC.
 ENGINEERS & SURVEYORS
 CERTIFICATE OF AUTHORIZATION NO. LR 4942
 702 S.W. FOURTH ST., SUITE 810
 PORT ST. LUCIE, FLORIDA 34853
 PHONE (772) 878-0477 (772) 871-8559
 Web Site: www.velsongroup.com

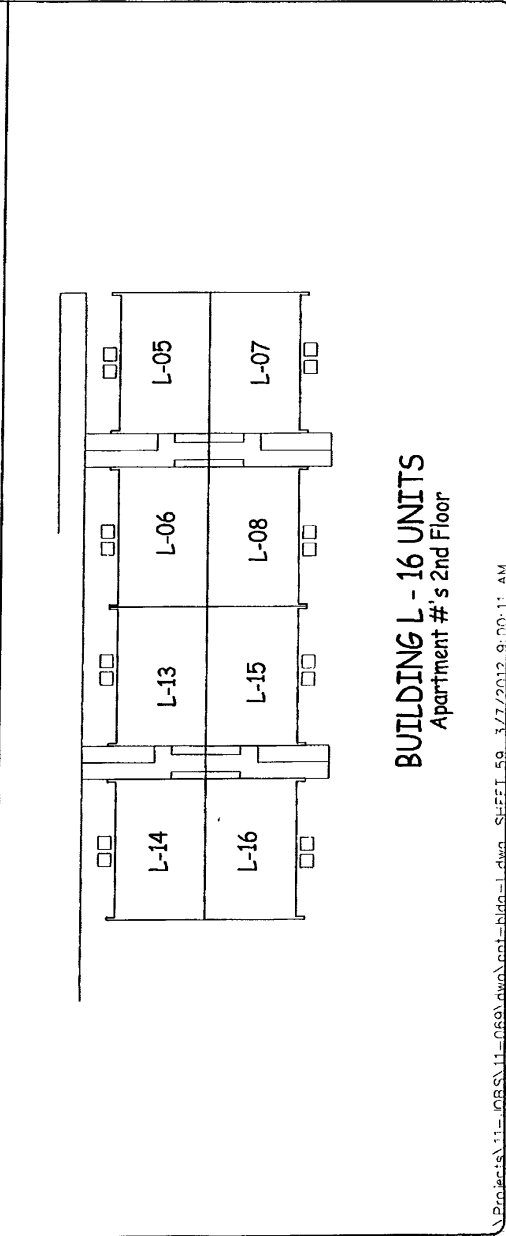
**EXHIBIT B TO THE DECLARATION OF
 THE PRESERVE AT ST. NICHOLAS**

#1 DATE: _____
 #2 REGION: _____

JOB No.:	11-069
D. HASKINS	
M. KEMMON	
DATE:	02/08/12
SCALE:	1"=10'
SHEET:	59 OF 65
FILE NUMBER:	N/A



BUILDING L - 16 UNITS
 Apartment #'s 1st Floor



BUILDING L - 16 UNITS
 Apartment #'s 2nd Floor

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VELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 CERTIFICATE OF AUTHORIZATION NO. 18 4942
 702 S.W. 10TH ST. SUITE 8100
 FORT ST. LUCIE, FLORIDA 34952
 PHONE (772) 879-0477 (772) 871-6538
 FAX (772) 879-0477
 WWW.VELCONGROUP.COM

EXHIBIT B TO THE DECLARATION OF
 THE PRESERVE AT ST. NICHOLAS

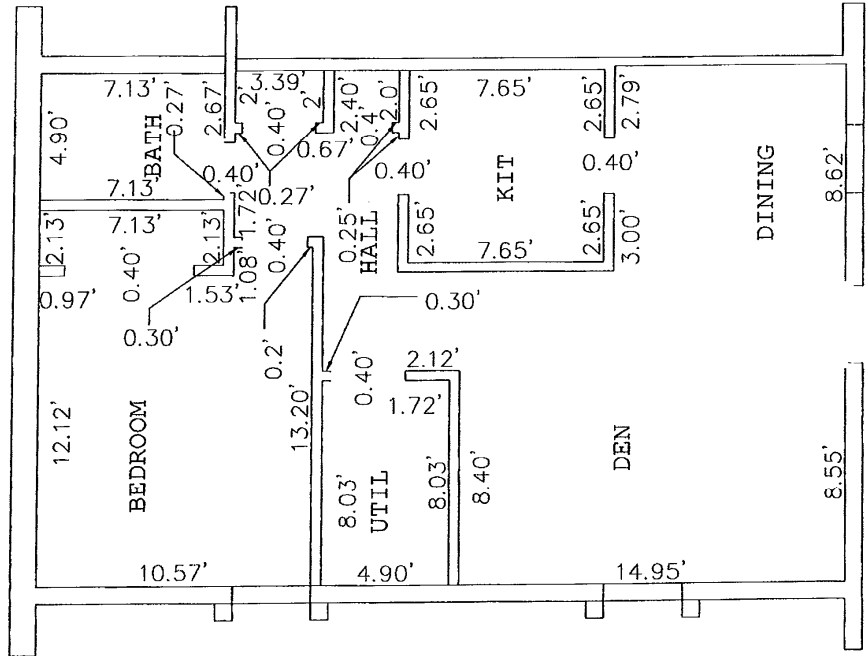
SHEET NO. 11-069
 DATE:

JOB NO.:	11-069
DATE:	02/20/12
SCALE:	1"=4'
PROJECT:	THE PRESERVE AT ST. NICHOLAS
FIELD NO. / DATE:	N/A
SHEET:	60 OF 65

TYPE C
 1st FLOOR APTMENTS
 L-01, L-09,
 L-04, L-12.

BUILDING L
 1 BEDROOM 1 BATH
 WINDOWS LEFT
 620 SQUARE FEET
 8' FLOOR TO CEILING

TYPE C
 2nd FLOOR APTMENTS
 L-05, L-13,
 L-08, L-16



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VELSON GROUP, INC.
 ENGINEERS & SURVEYORS
 CERTIFICATE OF AUTHORIZATION NO. LB 4448
 702 S.W. 10th St. Suite 910
 Fort Lauderdale, Florida 33333
 Phone: (754) 828-0477 (754) 811-6558
 Web Site: www.velsongroup.com

EXHIBIT B TO THE DECLARATION OF
 THE PRESERVE AT ST. NICHOLAS

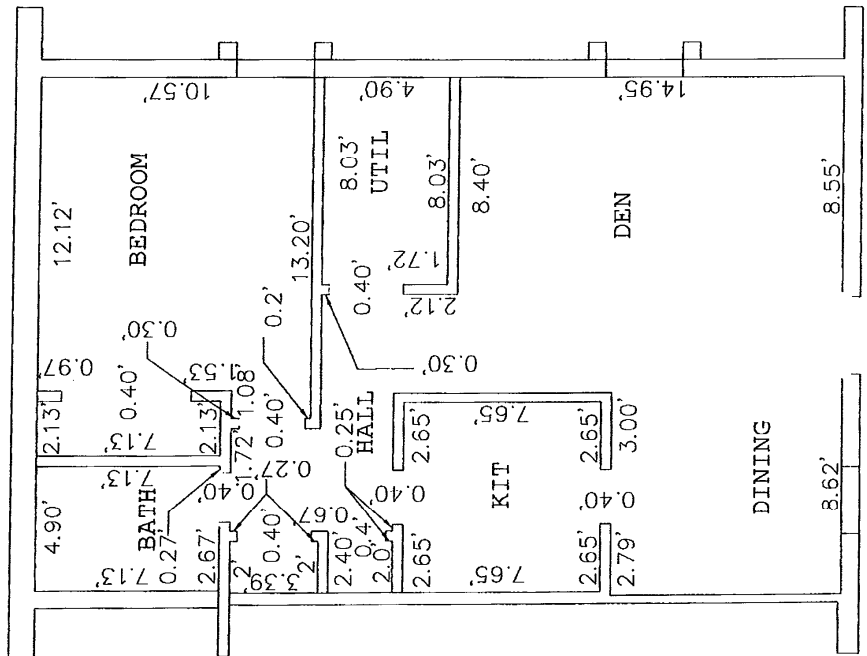
JOB No.:
 11-069
 SHEET:
 02 OF 65

JOB No.:
 11-069
 SHEET:
 02 OF 65


TYPE C
 1st FLOOR APRTMENTS
 L-03, L-02,
 L-10, L-11

BUILDING L
 1 BEDROOM 1 BATH
 WINDOW'S RIGHT
 620 SQUARE FEET
 8' FLOOR TO CEILING

TYPE C
 2nd FLOOR APRTMENTS
 L-07, L-06,
 L-14, L-15



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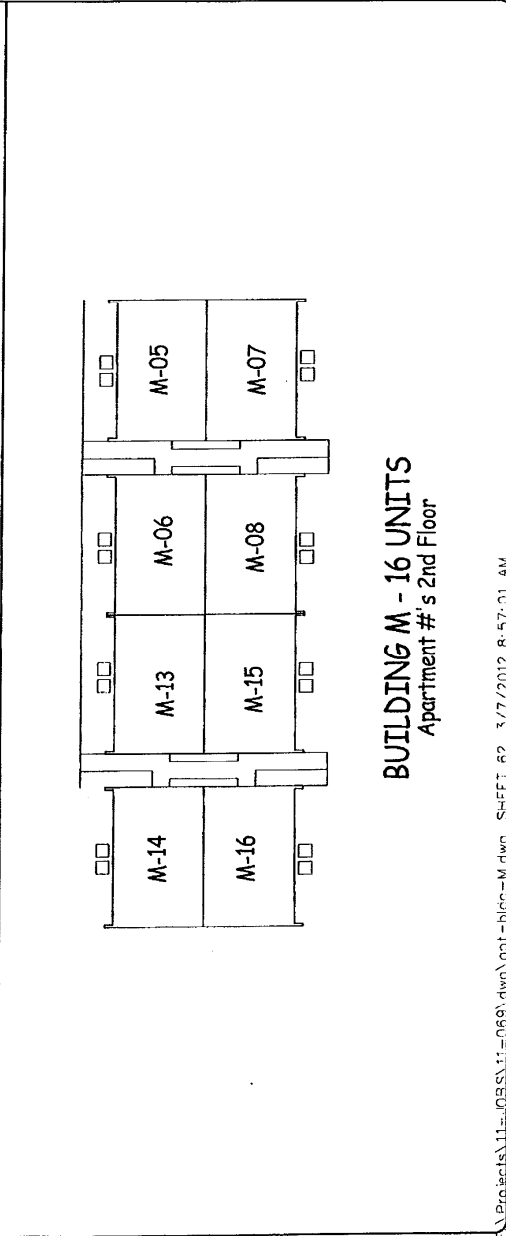
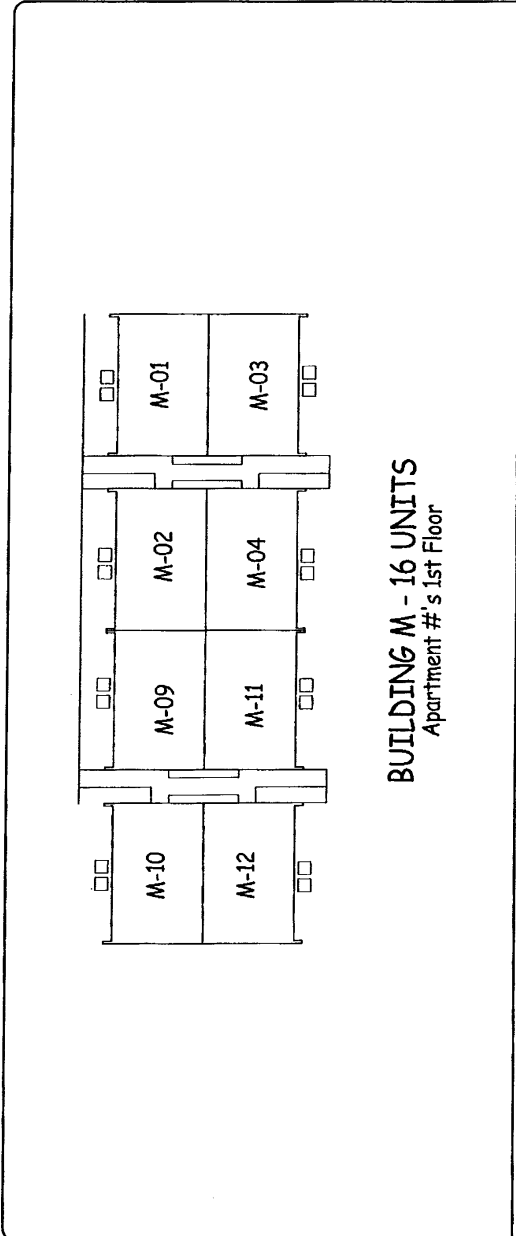


VELCON GROUP, INC.
ENGINEERS & SURVEYORS
102 S.W. 15TH ST. SUITE 200
FORT ST. LAUD, FLORIDA 34633
PHONE (772) 879-0477 (772) 871-8558
Web Site: www.velcongroup.com

EXHIBIT B TO THE DECLARATION OF
THE PRESERVE AT ST. NICHOLAS

DATE: _____
REVISIONS

JOB No.: 11-069
L. KASSLER
M. KILPATRICK
DATE: 02/03/12
SHEET: 62 OF 65



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VELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 CERTIFICATE OF AUTHORIZATION NO. LA 1942
 202 S.W. 10TH ST. FORT LAUDERDALE, FL 33404
 PHONE (772) 879-0177 (772) 871-6659
 WEB SITE: www.velcongroup.com

EXHIBIT B TO THE DECLARATION OF
 THE PRESERVE AT ST. NICHOLAS

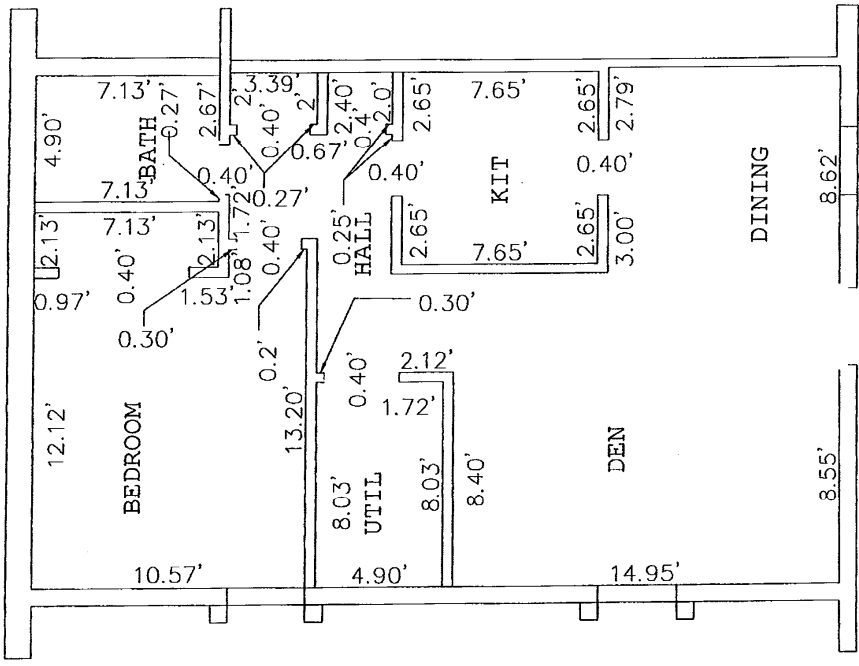
REV. DATE: _____
 REVISIONS: _____

DATE: 02/05/12	NO. OF SHEETS: 63 OF 65
PROJECT: 11-069	SHEET: 63 OF 65
DESIGNED BY: M. HARRISON	CHECKED BY: M. HARRISON
DRAWN BY: M. HARRISON	DATE: 02/05/12

TYPE C
 1st FLOOR APTMENTS
 M-01, M-09,
 M-04, M-12.

BUILDING M
 1 BEDROOM 1 BATH
 WINDOWS LEFT
 620 SQUARE FEET
 8' FLOOR TO CEILING

TYPE C
 2nd FLOOR APTMENTS
 M-05, M-13,
 M-08, M-16



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VELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 402 S.W. 10TH ST. SUITE 1150
 CORP. STATE OF FLORIDA NO. 18,492
 PORT ST. LUCIE, FLORIDA 34958
 PHONE (772) 878-0477 (772) 871-8558
 Web Site: www.velcongroup.com




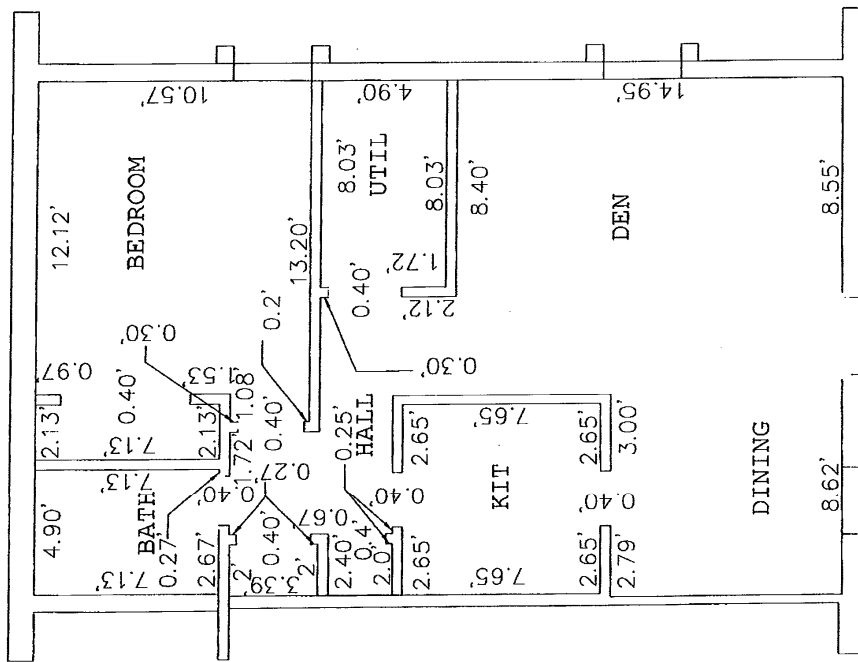
EXHIBIT B TO THE DECLARATION OF
 THE PRESERVE AT ST. NICHOLAS

JOB NO.:
 D. MCKEITHEN
 11-069
 SHEET:
 64 OF 65
 02/05/13
 11:07 AM
 FILED

TYPE C
 1st FLOOR APRTMENTS
 M-03, M-02,
 M-10, M-11

BUILDING M
 1 BEDROOM 1 BATH
 WINDOWS RIGHT
 620 SQUARE FEET
 8' FLOOR TO CEILING

TYPE C
 2nd FLOOR APRTMENTS
 M-07, M-06,
 M-14, M-15



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VELCON GROUP, INC.
 ENGINEERS & SURVEYORS
 702 S.W. PORT ST. LUCIE BLVD.
 PORT ST. LUCIE, FLORIDA 34953
 PHONE (772) 878-0477 (772) 871-8839
 WEB SITE: www.velcongroup.com

EXHIBIT B TO THE DECLARATION OF THE PRESERVE AT ST. NICHOLAS

REVISIONS	DATE

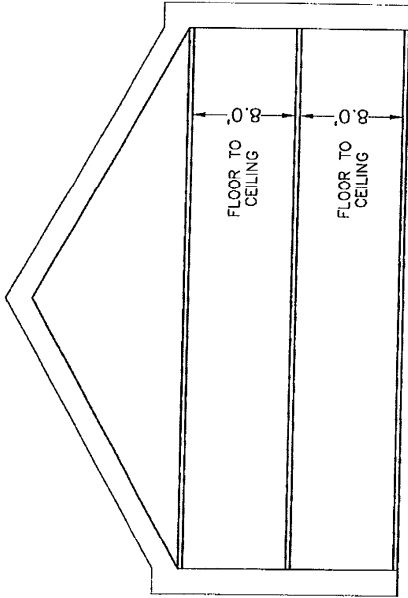
JOB NO.: 11-069	D. HANSEN
PROJECT: R. KEMPSON	
SHEET: 1 OF 1	
DATE: 02/05/12	
SCALE: 1/8" = 1'-0"	
650P65	

SCALE: 1" = 10'

**BUILDINGS A-M
AND
RECREATION
BUILDING
ELEVATIONS**

TOP OF SLAB AT
SECOND FLOOR
EL. + 8.40'

TOP OF SLAB
A - FIRST FLOOR
(ASSUMED EL. 0.0)



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Exhibit "3"

Percentage Shares of Ownership of Common Elements and Common Surplus and of Sharing of Common Expenses

Unit Type	Sq.ft./Unit	Sq.ft./Type	% Share/Unit	No./Type	% Share/Type
A	806	119,288	0.429%	148	63.54%
B	972	48,600	0.518%	50	25.89%
C	620	19,840	0.330%	32	10.57%

Unit Numbers per Type and Building Information below:

Units in Building A:

Units Types:	Unit #'s
A	A-01, A-03, A-04, A-06, A-08, A-09, A-11, A-12, A-13, A-14, A-15, A-16, A-17, A-18, A-19, A-20, A-21, A-22, A-23, A-24
B	A-02, A-05, A-07, A-10

Units in Building B:

Units Types:	Unit #'s
A	B-02, B-04, B-06, B-07, B-09, B-11, B-12, B-13, B-14, B-10, B-15, B-16, B-17, B-18, B-19, B-20
B	B-01, B-03, B-05, B-08

Units in Building C:

Units Types:	Unit #'s
A	C-01, C-03, C-04, C-06, C-08, C-09, C-11, C-12, C-13, C-14, C-15, C-16, C-17, C-18, C-19, C-20
B	C-02, C-05, C-07, C-10

Units in Building D:

Units Types:	Unit #'s
A	D-01, D-02, D-03, D-04, D-05, D-07, D-08, D-10, D-12, D-13, D-15, D-16, D-17, D-19, D-20, D-22
B	D-06, D-09, D-11, D-14, D-18, D-21

Units in Building E:

Units Types:	Unit #'s
A	E-01, E-03, E-05, E-06, E-07, E-09, E-10, E-12, E-13, E-14, E-15, E-16, E-17, E-18, E-19, E-20
B	E-02, E-04, E-08, E-11

Units in Building F:

Units Types:	Unit #'s
A	F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09, F-10, F-12, F-13, F-16, F-17, F-19, F-20, F-21, F-22, F-23, F-24, F-25, F-26, F-27, F-28
B	F-11, F-14, F-15, F-18

Units in Building G:

Units Types:	Unit #'s
A	G-01, G-03, G04, G-06, G- 08, G-09, G-10, G-12
B	G-02, G-05, G- 07, G-11

Units in Building H:

Units Types:	Unit #'s
A	H-08, H-09, H- 11, H-12
B	H-01, H-02, H- 03, H-04, H-05, H-06, H-07, H- 10

Units in Building J:

Units Types:	Unit #'s
A	J-01, J-03, J-05, J-08, J-09, J-12, J-13, J-14, J-15, J-16, J-17, J-20
B	J-02, J04, J-07, J-11

Units in Building K:

Units Types:	Unit #'s
A	K-01, K-03, K-05, K-06, K-08, K-09, K-10, K-12, K-13, K-14, K-15, K-16, K-17, K-18, K-19, K-20
B	K-02, K-04, K-07, K-11

Units in Building L:

Units Types:	Unit #'s
C	L-01, L-02, L-03, L-04, L-05, L-06, L-07, L-08, L-09, L-10, L-11, L-12, L-13, L-14, L-15, L-16

Units in Building M:

Units Types:	Unit #'s
C	M-01, M-04, M-05, M-08, M-09, M-12, M-13, M-16

EXHIBIT "4"

BY-LAWS

OF

**THE PRESERVE AT ST. NICHOLAS
CONDOMINIUM ASSOCIATION, INC.**

A corporation not-for-profit organized under the laws of the State of Florida

1. **Identity.** These are the By-Laws of THE PRESERVE AT ST. NICHOLAS CONDOMINIUM ASSOCIATION, INC. (the "Association"), a corporation not-for-profit incorporated under the laws of the State of Florida, and organized for the purposes set forth in its Articles of Incorporation.
 - 1.1 **Fiscal Year.** The fiscal year of the Association shall be the twelve month period commencing January 1st and terminating December 31st of each year.
 - 1.2 **Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.
2. **Definitions.** For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definitions and meanings as those set forth in the Declaration of THE PRESERVE AT ST. NICHOLAS, a Condominium, unless herein provided to the contrary, or unless the context otherwise requires.
3. **Members.**
 - 3.1 **Annual Meeting.** The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time; provided, that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors, and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of November following the year in which the Declaration is filed.
 - 3.2 **Special Meetings.** Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written petition from a majority of the members of the Association. Such petition shall state the purpose(s) of the meeting. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings may also be called by Unit Owners in the manner provided for in the Act. Notwithstanding the foregoing: (i) as to special meetings regarding the adoption of the Condominium's estimated operating budget, reference should be made to Section 10.1 of these By-Laws;

Ex 4 Bylaws v02.DOC

and (ii) as to special meetings regarding recall of Board members, reference should be made to Section 4.3 of these By-Laws.

- 3.3 Participation by Unit Owners. Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Unit Owners shall have the right to speak at the annual and special meetings of the Unit Owners, committee meetings and Board meetings with reference to all designated agenda items. A Unit Owner does not have the right to speak with respect to items not specifically designated on the agenda; provided, however, that the Board may permit an Owner to speak on such items in its discretion. Every Unit Owner who desires to speak at a meeting, may do so, provided that the Unit Owner has filed a written request with the Secretary of the Association not less than 24 hours prior to the scheduled time for commencement of the meeting. Unless waived by the chairman of the meeting (which may be done in the chairman's sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers), all Unit Owners speaking at a meeting shall be limited to a maximum of three (3) minutes per speaker. The Association may also adopt other reasonable rules governing the frequency, duration and manner of Unit Owner statements. Any Unit Owner may tape record or videotape a meeting, subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board:

- (a) The only audio and video equipment and devices which Unit Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions;
- (b) Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting.
- (c) Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording; and
- (d) At least twenty-four (24) hours prior written notice shall be given to the Secretary of the Association by any Unit Owner desiring to make an audio or video taping of the meeting.

- 3.4 Notice of Meeting; Waiver of Notice. Notice of a meeting of members (annual or special), stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property at least fourteen (14) continuous days prior to the annual meeting; no such posting is required in connection with special meetings of the membership, unless required by Applicable Law. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium Property upon which all notices of members' meetings shall be posted; however, if there is no Condominium Property upon which notices can be posted, this requirement does not apply. In lieu of, or in addition to, the physical posting of the notice of any Board meeting on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system servicing the Association. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at least four (4) times every broadcast hour of each day that a posted notice is otherwise

required under the Act. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. The notice of the annual meeting shall also be hand delivered, sent by regular mail, or electronically transmitted to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail or by Electronic Transmission. The delivery, mailing or Electronic Transmission shall be to the address of the member as it appears on the roster of members. Where a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address initially identified for that purpose by the Developer and thereafter as one or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given or if the Owners disagree, notice shall be sent to the address for the Owner as set forth on the deed of the Unit. The posting and mailing of the notice for either special or annual meetings, which notice must include an agenda, shall be mailed or delivered to each Unit Owner not less than fourteen (14) days prior to the date of the meeting and shall be posted in a conspicuous place on the Condominium Property or Association Property at least fourteen (14) continuous days preceding the meeting.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member), either in person or by proxy, shall constitute such member's waiver of notice of such meeting, and waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

Notice of Board meetings, member meetings (except those called in whole or in part to recall Board members under Section 718.112(2)(j) of the Act) and committee meetings may be given by Electronic Transmission to Unit Owners who consent to receive notice by such means.

An officer of the Association, or the manager or other person providing notice of the meeting shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association, affirming that notices of meetings were posted and mailed or hand delivered in accordance with this Section and Section 718.112(2)(d) of the Act, to each Unit Owner at the appropriate address for such Unit Owner. No other proof of notice of a meeting shall be required.

Notwithstanding any other law, the requirement that board meetings and committee meetings be open to the Unit Owners is inapplicable to meetings between the board or a committee and the Association's attorney, with respect to proposed or pending litigation, when the meeting is held for the purpose of seeking or rendering legal advice.

- 3.5 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy (limited or general), of persons entitled to cast in excess of 33 $\frac{1}{3}$ % of the votes of members entitled to vote at the subject meeting.

3.6 Voting.

- (a) Number of Votes. Except as provided in Section 3.11 hereof, in any meeting of members, the Owners shall be entitled to cast one vote for each Unit owned. The vote of a Unit shall not be divisible.
- (b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the votes entitled to be cast by the members and not a majority of the members themselves and shall further mean more than fifty percent (50%) of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of members and not of the members themselves.
- (c) Voting Member. If a Unit is owned by one person, that person's right to vote shall be established by the roster of members. If a Unit is owned by more than one person (including husbands and wives), the vote may be cast by any Owner of the Unit; provided, however, that in the event a dispute arises between the Owners as to how the vote for Unit shall be cast, or in the event the Owners are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to cast the vote for the Unit on the matter being voted upon at that meeting, but their presence shall be counted for purposes of determining the existence of a quorum. For purposes of this paragraph, the principals or partners of any entity (other than a corporation) owning a Unit shall be deemed Owners of the Unit, and the directors and officers of a corporation owning a Unit shall be deemed Owners of the Unit. If any Owner of a Unit appears at any meeting by proxy, and another co-owner appears in person, the vote for the Unit shall be cast by the Owner appearing in person, and the proxy shall be deemed revoked.
- 3.7 Proxies. Votes to be cast at meetings of the Association membership may be cast in person or by proxy. Except as specifically provided herein, Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to the limited proxy form approved by the Division (as hereinafter defined). Limited proxies shall be permitted for votes taken to: waive or reduce reserves; waive the financial reporting requirements of Section 718.111(13) of the Act, amend the Declaration, Articles or these By-Laws; or for any other matter requiring or permitting a vote of Unit Owners. No proxy, limited or general, shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. A proxy may be made by any person entitled to vote, but

shall only be valid 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 ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s) and shall be filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. The proxy form must conform to any requirements of the Act and applicable administrative rules as amended from time to time. There shall be no limitation on the number of proxies which may be held by any person (including a designee of the Developer). If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in its place. If such provision is not made, substitution is not permitted.

- 3.8 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.
- 3.9 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:
- (a) Call to order by the President or by the Vice President or by the chairman of the meeting;
 - (b) Collection of election ballots;
 - (c) Appointment by the President of a chairman of the meeting (who need not be a member or a director), unless appointed by the President or Vice President prior to the meeting);
 - (d) Proof of notice of the meeting or waiver of notice;
 - (e) Reading of minutes;
 - (f) Reports of officers;
 - (g) Reports of committees;
 - (h) Appointment of inspectors of election;
 - (i) Determination of number of directors to be elected;
 - (j) Election of directors;
 - (k) Unfinished business;

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- (l) New business;
- (m) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

- 3.10 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.
- 3.11 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or which may be taken at any annual or special meeting of members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which all members (or authorized persons) entitled to vote thereon were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving members having the requisite number of votes and entitled to vote on such action, and delivered to the Secretary of the Association, or other authorized agent of the Association. Written consent shall not be effective to take the corporate action referred to in the consent unless signed by members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and delivered to the Association as aforesaid. Any written consent may be revoked prior to the date the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Secretary of the Association, or other authorized agent of the Association. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. A consent signed in accordance with the foregoing has the effect of a meeting vote and may be described as such in any document.

4. Directors.

- 4.1 Membership. The affairs of the Association shall be governed by a Board of Directors, initially consisting of three (3) Directors, all of whom shall be designated by the Declarant. The Board shall automatically be expanded to five (5) Directors at such time as members other than the Developer are entitled to elect a majority of the Directors. Directors must be natural persons who are eighteen (18) years of age or older. Directors may not vote at Board meetings by proxy or by secret ballot.
- 4.2 Election of Directors. Election of directors shall be held at the annual members' meeting, except as herein provided to the contrary. Not less than sixty (60) days prior to a scheduled election, the Association shall mail, deliver or electronically transmit to each Unit Owner entitled to vote, a first notice of the date of election. Any Unit Owner or other eligible person desiring to be a candidate for the Board must give written notice to the Secretary of the Association not less than forty

(40) days prior to the scheduled election. Any eligible candidate may furnish the Association with an information sheet which shall be no larger than 8½ inches by 11 inches. The candidate's information sheet, if any, must be received by the Secretary by no later than thirty-five (35) days prior to the election. The Association shall have no liability for the contents of this information sheet prepared by the candidate. Together with the written notice and agenda as set forth in Section 3, the Association shall then mail, deliver or electronically transmit a second notice of the election to all Unit Owners entitled to vote therein, together with an agenda and a ballot which shall list all eligible candidates. Upon request of a candidate, the Association shall include the information sheet, with the mailing, delivery or transmission of the agenda and ballot, with the costs of mailing, delivery or Electronic Transmission and copying to be borne by the Association. The Association shall have no liability for the information sheets provided by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper.

The election of directors shall be by written ballot or voting machine. No Unit Owner shall permit any other person to cast his ballot, and any such ballots improperly cast shall be deemed invalid. The Association shall follow any administrative rules applicable to establishing procedures for giving notice by Electronic Transmission and safeguarding the secrecy of ballots. Proxies shall in no event be used in electing the Board, either in general elections or elections to fill vacancies caused by recall, resignation or otherwise, unless otherwise provided in the Act. Elections shall be decided by a plurality of those ballots and votes cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of members of the Board. There shall be no cumulative voting. Notwithstanding the provisions of this Section, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

4.3 Vacancies and Removal.

- (a) Except as to vacancies resulting from removal of directors by members (as addressed in subsection (b) below), vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors at any Board meeting; provided, that all vacancies in directorships to which directors were appointed by the Developer pursuant to the provisions of paragraph 4.15 hereof shall be filled by the Developer without the necessity of any meeting.
- (b) Any director elected by the members (other than the Developer) may be removed by concurrence of a majority of the voting interests of the members at a special meeting of members called for that purpose or by written agreement signed by a majority of all voting interests. The vacancy in the Board of Directors so created shall be filled by the members at a special meeting of the members called for such purpose, or by the Board of Directors, in the case of removal by a written agreement unless said agreement also designates a new director to take the place of the one removed. The conveyance of all Units owned by a director in the Condominium (other than appointees of the Developer or directors who were not Unit Owners) shall constitute the resignation of such director.

- (c) Anything to the contrary herein notwithstanding, until a majority of the directors are elected by members other than the Developer of the Condominium, neither the first directors of the Association, nor any directors replacing them, nor any directors named by the Developer, shall be subject to removal by members other than the Developer. The first directors and directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.
- (d) If a vacancy on the Board of Directors results in the inability to obtain a quorum of directors in accordance with these By-Laws, any Owner may apply to the Circuit Court within whose jurisdiction the Condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the Condominium Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these By-Laws. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws. Anything herein to the contrary notwithstanding, if a vacancy occurs on the Board of Directors as a result of the removal of any directors and a majority or more of the Board of Directors is removed, the vacancies shall be filled in accordance with any procedural rules adopted pursuant to the Act.
- 4.4 Term. Except as provided herein to the contrary, the term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided. Notwithstanding the foregoing, any director designated by the Developer shall serve at the pleasure of the Developer and may be removed and replaced by the Developer at any time.
- 4.5 Organizational Meeting. The organizational meeting of newly elected or appointed directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to the Board of the organizational meeting shall be necessary; provided, however, that in the event the organizational meeting shall follow the annual meeting in which directors were newly elected or appointed, the notice of the annual meeting shall serve as notice of the organizational meeting if said notice properly provided for the organizational meeting to be held at that time.
- 4.6 Meetings. 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 meetings shall be given to each director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Meetings of the Board of Directors and any Committee thereof at which a quorum of the members of that Committee are present shall be open to all Unit Owners. Any Unit Owner may tape record or videotape meetings of the Board, in accordance with the rules of the Division, subject to the restrictions in

Section 3.3 of these By-Laws and any modifications thereof adopted from time to time by the Board. The right to attend such meetings includes the right to speak at such meetings with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Adequate notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in the event of an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board of Directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board of Directors. Notwithstanding the foregoing, written notice of any meeting of the Board at which nonemergency special assessments, or at which amendment to rules regarding Unit use will be considered, shall be mailed, delivered or electronically transmitted to all Unit Owners and posted conspicuously on the Condominium Property or Association Property upon which notices of Board meetings can be posted. If there is no Condominium Property or Association Property upon which notices can be posted, notices of Board meetings shall be mailed, delivered or electronically transmitted at least fourteen (14) days before the meeting to the Owner of each Unit. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. The Board may adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium Property upon which all notices of Board and/or Committee meetings shall be posted. In lieu of, or in addition to, the physical posting of the notice of any Board meeting on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system servicing the Association. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at least four (4) times every broadcast hour of each day that a posted notice is otherwise required under the Act. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. Special meetings of the directors may be called by the President, and must be called by the President or Secretary at the written request of one-third ($\frac{1}{3}$) of the directors or where required by the Act.

- 4.7 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said director of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, and a waiver of any and all objections to the place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a director states at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.
- 4.8 Quorum. A quorum at directors' meetings 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 acts of the Board of Directors, except when approval by a greater number of directors is specifically required by applicable law, the Declaration, the Articles or these By-Laws. After

a quorum has been established at a meeting, the subsequent withdrawal of members, so as to reduce the number of voting interests entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment. Notwithstanding the above, when some or all of the Board of Directors or members of a Committee meet by telephone conference, those Board of Directors or members of a committee attending by telephone conference may be counted toward obtaining a quorum and may vote by telephone. A telephone speaker shall be utilized so that the conversation of those Board of Directors or members of a Committee attending by telephone may be heard by the Board of Directors or members of a committee attending in person, as well as by any Unit Owners present at the meeting.

- 4.9 Adjourned Meetings. If, at any proposed 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, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted as long as notice of such business to be conducted at the rescheduled meeting is given, if required (e.g., with respect to budget adoption).
- 4.10 Joinder in Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall not constitute a vote of that director on any of the business conducted at the meeting, nor shall such joinder allow the applicable director to be counted as being present for purposes of quorum.
- 4.11 Presiding Officer. The presiding officer at Board meetings shall be the chairman of the Board if such an officer is elected; and if none, the President shall preside. In the absence of the presiding officer, the directors shall designate one of their members to preside.
- 4.12 Order of Business. If a quorum has been attained, the order of business at Board meetings shall be:
- (a) Proof of due notice of meeting;
 - (b) Reading and disposal of any unapproved minutes;
 - (c) Reports of officers and committees;
 - (d) Election of officers;
 - (e) Unfinished business;
 - (f) New business;
 - (g) Adjournment.
- Such order may be waived in whole or in part by direction of the presiding officer.
- 4.13 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized

representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

- 4.14 Committees. The Board may by resolution also create Committees and appoint persons to such Committees and vest in such Committees such powers and responsibilities as the Board shall deem advisable.
- 4.15 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three (3) directors during the period that the Developer is entitled to appoint a majority of the directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer own fifteen (15%) percent or more of the Units in the Condominium. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third ($\frac{1}{3}$) of the members of the Board of Directors. Upon the election of such director(s), the Developer shall forward to the Division of Florida Land Sales, Condominiums and Mobile Homes, of the Department of Business and Professional Regulation, or its successor (the "Division") the name and mailing address of the director(s) elected. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors: (a) three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all of 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; (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 (7) years after recordation of the Declaration, whichever occurs first. The Developer is entitled (but not obligated) 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 five percent (5%) of the Units that will be operated ultimately by the Association.

The Developer may transfer control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. The Board shall automatically be increased from three (3) directors to five (5) directors at the time the Developer transfers control of the Association to the Unit Owners. Provided at least seventy-five (75) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, or sooner if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give not less than sixty (60) days' notice of an election for the Unit

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Owners to elect such member or members of the Board of Directors. The election shall proceed as provided in Section 718.112(2)(d) of the Act. The notice may be given by any Unit Owner if the Association fails to do so.

At the time the Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and such Unit Owners shall accept control. At that time (except as to subparagraph (g), which may be ninety (90) days thereafter) Developer shall deliver to the Association, at Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, the following items, if applicable to the Condominium:

- (a) The original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration.
- (b) A certified copy of the Articles of Incorporation of the Association.
- (c) A copy of the By-Laws of the Association.
- (d) The minute book, including all minutes, and other books and records of the Association.
- (e) Any rules and regulations which have been adopted.
- (f) Resignations of resigning officers and Board members who were appointed by the Developer.
- (g) The financial records, including financial statements of the association, and source documents from the incorporation of the Association through the date of the turnover. The records shall be audited for the period from the incorporation of the Association or from the period covered by the last audit, if an audit has been performed for each fiscal year since incorporation, by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards as prescribed by the Florida Board of Accountancy. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes, and billings, cash receipts and related records to determine that the Developer was charged and paid the proper amounts of Assessments.
- (h) Association funds or the control thereof.
- (i) All tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.

- (j) A copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment, and for the construction and installation of all mechanical components serving the Improvements and the Condominium Property, with a certificate, in affidavit form, of an officer of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and the construction and installation of the mechanical components serving the Improvements and the Condominium Property.
- (k) A list of the names and addresses of all contractors, subcontractors and suppliers, of which Developer had knowledge at any time in the development of the Condominium, utilized in the construction or remodeling of the improvements and the landscaping of the Condominium and/or Association Property.
- (l) Insurance policies.
- (m) Copies of any Certificates of Occupancy or Certificates of Completion which may have been issued for the Condominium Property.
- (n) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association.
- (o) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.
- (p) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records.
- (q) Leases of the Common Elements and other leases to which the Association is a party, if applicable.
- (r) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.
- (s) All other contracts to which the Association is a party.

5. Authority of the Board.

- 5.1 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

- (a) Operating and maintaining all Common Elements and the Association Property.
- (b) Determining the expenses required for the operation of the Association and the Condominium.
- (c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements and the Association Property.
- (d) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium and Association Property, subject to a right of the Unit Owners to overrule the Board as provided in Section 15 hereof.
- (e) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- (f) Purchasing, leasing or otherwise acquiring title to, or an interest in, property in the name of the Association, or its designee, for the use and benefit of its members. The power to acquire personal property shall be exercised by the Board and the power to acquire real property shall be exercised as described herein and in the Declaration.
- (g) Purchasing, leasing or otherwise acquiring Units or other property, including, without limitation, Units at foreclosure or other judicial sales, all in the name of the Association, or its designee.
- (h) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.
- (i) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.
- (j) Obtaining and reviewing insurance for the Condominium and Association Property.
- (k) Making repairs, additions and improvements to, or alterations of, Condominium Property and Association Property, and repairs to and restoration of Condominium and Association Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (l) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium, including, without limitation, the power to make and collect Assessments, Charges and other levies of the Association.
- (m) Purchasing or leasing Units for use by resident superintendents and other similar persons.
- (n) Borrowing money on behalf of the Association or the Condominium when required in connection with the operation, care, upkeep and maintenance of

Common Elements or the acquisition of real property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the Owners of at least two-thirds (2/3) of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed \$10,000.00. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (n) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Owner's Unit.

- (o) Subject to the provisions of Section 5.2 below, contracting for the management and maintenance of the Condominium and Association Property and authorizing a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments and Charges, preparation of financial statements and keeping of records, enforcement of rules and regulations, maintenance, repair, and replacement of the Common Elements and Association Property with such 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 Declaration, the Articles, these By-Laws and the Act, including, but not limited to, the making of Assessments and Charges, promulgation of rules and execution of contracts on behalf of the Association.
 - (p) At its discretion, but within the parameters of the Act, authorizing Unit Owners or other persons to use portions of the Common Elements or Association Property for private parties and gatherings and imposing reasonable charges for such private use.
 - (q) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.
 - (r) Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.
- 5.2 Contracts. Any contract which is not to be fully performed within one (1) year after the making thereof, for the purchase, lease or renting of materials or equipment to be used by the Association in accomplishing its purposes, and all contracts for the provision of services, shall be in writing. If a contract for purchase, lease or renting materials or equipment, or for the provision of services, requires payment by the Association on behalf of the Condominium in the aggregate that exceeds five percent (5%) of the total annual budget of the Association, including reserves, the Association shall obtain competitive bids for the materials, equipment or services. Nothing contained herein shall be construed to require the Association to accept the lowest bid. Notwithstanding

the foregoing, contracts with employees of the Association and contracts for attorneys, accountants, architects, engineers and landscape architects services shall not be subject to the provisions hereof. Further, nothing contained herein is intended to limit the ability of the Association to obtain needed products and services in an emergency; nor shall the provisions hereof apply if the business entity with which the Association desires to contract is the only source of supply within the County. The Association may, if permitted under the Act, opt out of the requirements of this Section.

6. Officers.

- 6.1 Executive Officers. The executive officers of the Association shall be a President, a Vice President, a Treasurer, and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may be preemptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers, other than designees of the Developer, must be Unit Owners (or authorized representatives of corporate/partnership/trust Unit Owners).
- 6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 Vice-President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.
- 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.
- 6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep or shall cause to be kept books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Board or the President. All monies and other valuable effects shall be kept for the benefit of the Association

in such depositories as may be designated by a majority of the Board of Directors.

- 6.6 Developer Appointees. No officer appointed by the Developer may be removed except as provided in Section 4.15 hereof and by law.
7. Fiduciary Duty. The officers and directors of the Association, as well as any manager employed by the Association, have a fiduciary relationship to the Unit Owners. No officer, director or manager shall solicit, offer to accept, or accept any thing or service of value for which consideration has not been provided for his own benefit or that of his immediate family, from any person providing or proposing to provide goods or services to the Association. Any such officer, director or manager who knowingly so solicits, offers to accept or accepts any thing or service of value, shall, in addition to all other rights and remedies of the Association and Unit Owners, be subject to a civil penalty in accordance with the Act. Notwithstanding the foregoing, this paragraph shall not prohibit an officer, director or manager from accepting services or items received in connection with trade fairs or education programs.
8. Compensation. Neither directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a director or officer as an employee of the Association, nor preclude contracting with a director or officer for the management of the Condominium or for any other service to be supplied by such director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.
9. Resignations. Any director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any director or officer (other than appointees of the Developer or officers who were not Unit Owners) shall constitute a written resignation of such director or officer.
10. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:
- 10.1 Budget.
- (a) Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium governed and operated by the Association (which shall detail all accounts and items of expense and contain at least all items set forth in Section 718.504(2)1) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of such Condominium(s) and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition, if the Association maintains Limited Common Elements with the cost to be shared only by those entitled to use the Limited Common Elements, the budget or a schedule attached thereto shall show amounts budgeted therefor. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law or desired by the Board). The amount of

reserves shall be computed by means of a formula which is based upon the estimated remaining useful life and the estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. Reserves shall not be required if the members of the Association have, at a duly called meeting of the Association, voted to provide no reserves or less reserves than required hereby. Prior to transfer of control of the Association to Unit Owners other than the Developer, and if provided in the initial budget of the Association, the Developer may vote to waive reserves or reduce the funding of reserves for each of the first two (2) fiscal years of the Association's operation, beginning with the fiscal year in which the Declaration of Condominium is initially recorded, after which time, reserves may only be waived or reduced upon the vote of a majority of non-Developer voting interests present at a duly called meeting of the Association. If a meeting of Unit Owners has been called to determine whether to waive or reduce the funding of reserves, and no such result is achieved or a quorum is not attained, the reserves, as included in the budget, shall go into effect. After turnover, the Developer may vote its voting interest to waive or reduce the funding of reserves. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures, unless their use for any other purposes is approved in advance by a vote of the majority of the voting interests voting in person or by limited proxy at a duly called meeting of the Association. Prior to turnover of control of the Association by the Developer to the Unit Owners other than the Developer, the Association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all nondeveloper voting interests, voting in person or by limited proxy at a duly called meeting of the Association.

The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

- i Notice of Meeting. A copy of the proposed budget of Common Expenses shall be delivered, mailed or electronically transmitted to each Unit Owner not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting.
- ii Special Membership Meeting. If a budget is adopted by the Board of Directors which requires Assessments against such Unit Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, the Board of Directors shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board of Directors receives, within twenty-one (21) days of adoption of the annual budget, a written application of at least ten percent (10%) of the Unit Owners. The special meeting

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shall be conducted within sixty (60) days after adoption of the annual budget. Each Unit Owner shall be given at least fourteen (14) days' notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of Owners of not less than a majority of all the Units (including Units owned by the Developer). If a meeting of the Unit Owners has been called as aforesaid and a quorum is not obtained or a substitute budget has not been adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled.

- iii Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors with respect to repair or replacement of the Condominium Property or with respect to anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded further from such computation Assessments for improvements to the Condominium Property.
- iv Proviso. As long as the Developer is in control of the Board of Directors of the Association, the Board shall not impose Assessments for a year greater than one hundred fifteen percent (115%) of the prior year's Assessments, as herein defined, without the approval of a majority of Unit Owners including the Developer.

- (b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Subsection 10.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

- 10.2 Assessments and Charges. Assessments against Unit Owners for their share of the items of the budget shall be established for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments become effective. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments become effective. If annual Assessments are not established as required, Assessments shall be presumed to have been established in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments

may be amended at any time by the Board of Directors, subject to the provisions of Section 10.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are established shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

- 10.3 Special Assessments, Special Charges and Assessments for Capital Improvements. Special Assessments, Special Charges and Capital Improvement Assessments (as defined in the Declaration) shall be levied as provided in the Declaration and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments or Charges; provided, however, that any Special Assessment in excess of \$1,000.00 per Unit per Fiscal Year, shall require the approval of all Members present in person, or by proxy, or by absentee ballot, and any Special Assessment in excess of \$2,500.00 per Unit per Fiscal Year, shall require the approval of 90% of all Members present in person, or by proxy, or by absentee ballot. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in the notice of adoption of same. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future assessments.
- 10.4 Depository. The depository of the Association shall be such bank or banks in the State of Florida as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited separately in the Association's name. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the directors. All sums collected by the Association from Assessments, Charges or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors. Notwithstanding the foregoing, reserve and operating funds of the Association shall not be commingled, unless combined for investment purposes.
- 10.5 Acceleration of Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon his Assessments, the Board of Directors or its agent may accelerate the Assessments, for the remainder of the budget year, upon thirty (30) days' prior written notice to the Unit Owner and the filing of a claim of lien, and the then unpaid balance of the Assessments for the balance of the budget year shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by certified mail, whichever shall first occur.
- 10.6 Fidelity Insurance. Fidelity insurance shall be obtained and maintained by the Association for all persons who control or disburse Association funds. The insurance policy or fidelity bond shall be in an amount equal to the greater of (i) the maximum funds that will be in the custody of the Association or its

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management agent at any one time, or (ii) such amounts as may be required, from time to time, under the Act. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost of such bonding or insurance.

- 10.7 Accounting Records and Reports. The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments and Charges, the dates and amounts in which the Assessments and Charges come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within ninety (90) days following the end of the fiscal or calendar year, or annually on such date as is otherwise provided herein, the Association shall prepare and complete, or contract for the completion, of a complete financial report for the previous fiscal year, prepared in accordance with generally accepted accounting principals. Within twenty-one (21) days following completion of such report, but within one hundred twenty (120) days after the end of the fiscal or calendar year, or other date as is otherwise provided herein, the Association shall mail or furnish by hand delivery to each Unit Owner a copy of such report or a notice that a copy of such report will be mailed or hand delivered to the Unit Owner, without charge, upon receipt of written request from a Unit Owner. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Costs for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Costs for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Costs for building maintenance and repair;
- (h) Insurance costs;
- (i) Administrative and salary expenses; and

- (i) Reserves for capital expenditures, deferred maintenance, and any other category for which the Association maintains a reserve account or accounts.

10.8 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration or as otherwise determined by the Board.

10.9 Notice of Meetings. Notice of any meeting where Assessments or Charges 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.

11. Inquiries of Unit Owners. Any inquiry of a Unit Owner shall be delivered by certified mail to the Board. The Board shall respond in writing to the Unit Owner within 30 days of receipt of the inquiry. The Board's response shall either give a substantive response to the Unit Owner, notify the inquirer that a legal opinion has been requested, or notify the Unit Owner that advice has been requested from the Division. If the Board requests advice from the Division, the Board shall, within 10 days of its receipt of the advice, provide in writing a substantive response to the Unit Owner. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. Notwithstanding anything contained herein to the contrary, the Association is only obligated to respond to one written inquiry per Unit in any given 30-day period. In such a case, any additional inquiry or inquiries will be responded to in the subsequent 30-day period, or periods, as applicable.
12. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record, on the date notice of any meeting requiring their vote is given, shall be entitled to notice of and to vote at such meeting. However, any other Owner who, prior to such meeting, produces adequate evidence, as provided above, of their interest, and waives in writing notice thereof, shall also be entitled to vote at such meeting.
13. Parliamentary Rules. Except when specifically or impliedly waived by the chairman of a meeting (either of members or directors), Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Act, the Declaration, the Articles or these By-Laws; provided, however, that a strict or technical reading of said Robert's Rules shall not be made so as to frustrate the will of the persons properly participating in said meeting.
14. Fining Procedure.
- 14.1 Every Unit Owner and his family, guests, invitees, lessees and employees shall comply with the provisions of the Declaration, By-Laws, and the Rules and Regulations of the Association, as amended from time to time. Failure of a Unit Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors, a fine or fines may be imposed upon a Unit Owner for failure of a Unit Owner, his family, guests, invitees, lessees or employees, to

comply with any covenant, restriction, rule or regulation in the Declaration, By-Laws, or Rules and Regulations.

14.2 Prior to imposing any fine against a Unit Owner or tenant, the Unit Owner or tenant shall be afforded an opportunity for a hearing after reasonable notice to the Unit Owner or tenant of not less than fourteen (14) days, which notice shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the provisions of the Declaration, By-Laws or Rules and Regulations which have allegedly been violated, and (iii) a short and plain statement of the matters asserted by the Association. The Unit Owner or tenant shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. The hearing must be held before a committee of other Unit Owners. At the hearing, the Committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if the Committee so determines, it may impose such fine as it deems appropriate by written notice to the Unit Owner or tenant. If the Committee does not agree with the fine, the fine may not be levied. The amount of any fine shall be determined by the Association and shall not exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00. If the Unit Owner or tenant fails to attend the hearing as set by the Committee, the Unit Owner or tenant shall be deemed to have admitted the allegations contained in the notice to the Unit Owner or tenant. Any fine imposed by the Association shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a hearing is timely requested within ten (10) days, after written notice of the Committee's decision at the hearing. If not paid when due all of the provisions of this Declaration relating to the late payment of monies owed to the Association shall be applicable except as otherwise provided by the Act, and provided that any such fines shall not become a lien on the Unit owned by the offending Unit Owner or its tenant. If any fine is levied against a tenant and is not paid within ten (10) days after same is due, the Association shall have the right to evict the tenant as hereinafter provided.

15. Amendments. Except as may be provided in the Declaration to the contrary, these By-Laws may be amended in the following manner:

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

15.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Directors not present in person or by proxy at the meeting considering the amendment may express their approval by telephone conference, while Unit Owners not present in person at such a meeting may express their approval by proxy, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:

(a) prior to turning over control of the Association to Unit Owners other than the Developer, by not less than a majority of the votes of all members of the Association represented at a meeting at which a quorum has been

attained and by not less than eighty percent (80%) of the entire Board of Directors; or

- (b) after control of the Association has been turned over to Unit Owners other than the Developer, by not less than a majority of the votes of all members of the Association represented at a meeting at which a quorum has been attained.
- 15.3 Amendments by Board of Directors. Except as elsewhere provided herein or by the Act, the Board of Directors, upon the unanimous vote of all the directors, shall have the right, without the consent of the Unit Owners, to make the following amendments to these By-Laws: (i) amendments made to conform to the requirements of any Institutional First Mortgagee so that such mortgagee will make, insure, or guarantee first mortgage loans on the Units, (ii) amendments required by any governmental authority, or (iii) amendments made to conform the provisions of these By-Laws to any provisions of the Act or any rule promulgated thereunder, or any other applicable statute or regulation now or hereafter adopted or amended; provided, however, that no such amendment shall be effective to impose any additional liability or obligation on the Developer.
- 15.4 Proviso. Notwithstanding anything herein or in the Articles or the Declaration to the contrary, no amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer, unless the Developer joins in any such amendment. No amendment shall be made that is in conflict with the Articles or the Declaration. No amendment to this Section shall be valid.
- 15.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County with an identification on the first page of the amendment of the Official Records Book and Page of said Public Records where the Declaration is recorded.
- 15.6 Form of Amendments. None of these By-Laws shall be revised or amended by reference to its title or number only. Proposals to amend existing By-laws shall contain the full text of the By-laws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation shall be inserted immediately preceding the proposed amendment in substantially the following language; "Substantial rewording of Bylaws. See By-law _____ for present text."
16. Rules and Regulations. Attached hereto as Schedule A and made a part hereof are initial rules and regulations concerning the use of portions of the Condominium and Association Property. The Board of Directors may, from time to time, modify, amend or add to such rules and regulations, except that subsequent to the date control of the

Board is turned-over by the Developer to Unit Owners other than the Developer, Owners of a majority of the Units may overrule the Board with respect to any such modifications, amendments or additions. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

17. Official Records. From the inception of the Association, the Association shall maintain for the Condominium, a copy of each of the following, where applicable, which shall constitute the official records of the Association:
- (a) The plans, permits, warranties, and other items provided by the Developer pursuant to Section 718.301(4) of the Act;
 - (b) A photocopy of the recorded Declaration of Condominium and all amendments thereto;
 - (c) A photocopy of the recorded By-Laws of the Association and all amendments thereto;
 - (d) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
 - (e) A copy of the current rules and regulations of the Association;
 - (f) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than seven (7) years.
 - (g) A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers. The Association shall also maintain the electronic mailing addresses and the numbers designated by Unit Owners for receiving notices sent by Electronic Transmission of those Unit Owners consenting to receive notice by Electronic Transmission. Such electronic mailing addresses and numbers shall be removed from the Association records when consent to receive notice by Electronic Transmission is revoked. However, the Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving Electronic Transmission of notices.
 - (h) All current insurance policies of the Association and of all condominiums operated by the Association;
 - (i) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility;
 - (j) Bills of sale or transfer for all property owned by the Association;
 - (k) Accounting records for the Association and the accounting records for the Condominium, according to good accounting practices. All accounting records shall be maintained for a period of not less than seven (7) years. The accounting records shall include, but not be limited to:

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- i Accurate, itemized, and detailed records for all receipts and expenditures.
 - ii A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.
 - iii All audits, reviews, accounting statements, and financial reports of the Association or Condominium.
 - iv All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year;
- (l) Ballots, sign-in sheets, voting proxies and all other papers relating to voting by Unit Owners which shall be maintained for a period of one (1) year from the date of the election, vote or meeting to which the document relates.
 - (m) All rental records where the Association is acting as agent for the rental of Units.
 - (n) A copy of the current Question and Answer Sheet, in the form promulgated by the Division, which shall be updated annually.
 - (o) All other records of the Association not specifically listed above which are related to the operation of the Association.

The official records of the Association shall be maintained within the State. The records of the Association shall be made available to a Unit Owner within five (5) working days after receipt of written request by the Board of Directors or its designee. This paragraph may be complied with by having a copy of the official records of the Association available for inspection or copying on the Condominium Property or Association Property.

The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at a reasonable expense, if any, which shall be paid by the Association member. The Association may adopt reasonable rules regarding the time, location, notice and manner of record inspections and copying. The failure of an Association to provide official records to a Unit Owner or his authorized representative within ten (10) working days after receipt of a written request therefor shall create a rebuttable presumption that the Association willfully failed to comply with this paragraph. A Unit Owner who is denied access to official records is entitled to the actual damages or minimum damages for the Association's willful failure to comply with this paragraph. The minimum damages shall be \$50 per calendar day up to ten (10) days, the calculation to begin on the 11th working day after the Association's receipt of the written request. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for

inspection. The Association shall maintain on the Condominium Property an adequate number of copies of the Declaration, Articles, By-Laws and rules, and all amendments to the foregoing, as well as the Question and Answer Sheet, to ensure their availability to Unit Owners and prospective purchasers. The Association may charge the actual costs incurred in preparing and furnishing these documents to those persons requesting same. Notwithstanding the provisions of this paragraph, the following records shall not be accessible to Unit Owners:

- (a) A record which was prepared by an Association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.
- (b) Information obtained by the Association in connection with the approval of the lease, sale or other transfer of a Unit.
- (c) Medical records of Unit Owners.

Notwithstanding anything herein to the contrary, the Association or its authorized agent shall not be required to provide a prospective purchaser or lienholder with information about the Condominium or the Association other than information or documents required by applicable law to be made available or disclosed. The Association or its authorized agent shall be entitled to charge a reasonable fee to the prospective purchaser, lienholder or current Unit Owner for its time in providing good faith responses to requests for information on behalf of a prospective purchaser or lienholder, other than that required by Applicable Law, provided that such fee shall not exceed \$150, plus the reasonable cost of photocopying and any attorneys' fees incurred by the Association in connection with the Association's response.

- 18. Arbitration. Prior to the institution of court litigation, a party to a Dispute shall petition the Division for nonbinding arbitration, in the manner provided in Section 19.1 of the Declaration of Condominium, which is incorporated by reference herein.
- 19. Certificate of Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board as evidence of compliance of the Units with the applicable condominium fire and life safety code.
- 20. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.
- 21. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.
- 22. Multiple Condominiums. It is acknowledged that in accordance that pursuant to the Declaration, the Association may not operate more than one condominium.
- 23. Conflict. Notwithstanding anything in the Declaration to the contrary, in the event any of the provisions of these By-Laws conflict with the provisions of the Act as it may be amended from time to time, the provisions of the Act shall control.

SCHEDULE A
RULES AND REGULATIONS

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RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the property and building located at 3952 Atlantic Blvd. Jacksonville, FL 32207 (the "Property") shall apply to and be binding upon all occupants and tenants (collectively "Occupants") of the Property. The Occupants shall at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, person for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the owner of the Property (the "Owner") and other occupants. Violations may be remedied by the Owner by injunction or any other legal remedy available at law, and the Owner shall be entitled to recover in said actions any and all court costs incurred by it, fines together with reasonable attorneys' fees against any person violating the Rules and Regulation. Any waivers, consents or approvals given under these Rules and Regulations by the Owner shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless notified in writing by the Owner. THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. The sidewalks, entrances, passages, lobbies, hallways, and like portions of the Property shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Property; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein, except in such areas (if any) designated for such purposes.
2. The personal property of Occupants must be stored in their respective Units or storage lockers, if any.
3. No articles other than patio-type furniture shall be placed on the balconies, patios or other common areas of the Property. No linens, cloths, clothing, curtains, rugs, mops, laundry of any kind, or other articles shall be shaken or hung from any of the windows, doors, balconies, terraces or other portions of the Property.
4. No Occupant shall permit anything to fall from a window or door of their Unit or any portion of the Property, nor sweep or throw from the Property any dirt or other substance onto any of the balconies or elsewhere in the building at the Property or upon the common areas of the Property.
5. No garbage, refuse, trash or rubbish shall be deposited in designated areas except as permitted by the Owner. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
6. Employees of the Owner are not to be sent out by Occupants for

personal errands. The Owner shall be solely responsible for directing and supervising employees of the Owner.

7. No repair of vehicles shall be made at Property.

8. No Occupant shall make or permit any disturbing noises by himself/herself or his/her family, servants, employees, pets, agents, visitors or licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Occupants. No Occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

9. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Property, except signs used or approved by the Owner. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the building at the Property or on the common areas of the Property, without the prior written consent of the Owner.

10. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or at the Property.

11. No Occupant may leave hurricane shutters closed for more than 72 hours unless necessary to protect the Unit from a hurricane or similar act of nature. An Occupant who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Owner with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Owner.

12. An Occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the building at the Property. Notwithstanding the foregoing, any Occupant may display one portable removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veteran's Day, and may display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any rules or requirements dealing with flags or decorations. Curtains and drapes (or linings thereof) which face exterior windows or glass doors of Units shall be subject to disapproval by the Owner, in which case they shall be removed and replaced with acceptable items.

13. No air conditioning units affixed to any window may be installed by Occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Owner in writing. No unsightly materials may be placed on any

window or glass door or be visible through such window or glass door.

15. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Owner. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.

16. Not more than two (2) domesticated pets (i.e., dog or cat) may be kept in a Unit at any time, and then only if such pet is (i) permitted to be so kept by applicable laws and regulations, (ii) not left unattended on balconies or in lanai areas, (iii) only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes and attended by an adult and on a leash not more than six (6) feet long, (iv) generally, not a nuisance to residents of other Units and (v) under fifty pounds (50 lb.) or seventy pounds (70 lb.) collectively between the two pets. No pets shall be maintained in any storage area, and/or parking areas, if any. In no event shall said dog or cat ever be allowed to be walked or taken on or about any recreational facilities contained within the Condominium Property..

17. Every Occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted and amended by the Owner. Failure of an Occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, and default under the leases. In addition to all other remedies, in the sole discretion of the Owner, a fine or fines may be imposed upon an Occupant, for the failure of Occupant, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein. Owner has the sole discretion to impose and set the fines.

EXHIBIT 5
ARTICLES OF INCORPORATION
FOR THE PRESERVE AT ST. NICHOLAS CONDOMINIUM ASSOCIATION, INC.

ARTICLES OF INCORPORATION

FOR

THE PRESERVE AT ST. NICHOLAS CONDOMINIUM ASSOCIATION, INC.

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation for The Preserve at St. Nicholas Condominium Association, Inc.

ARTICLE 1 - NAME

The name of the corporation shall be THE PRESERVE AT ST. NICHOLAS CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "By-Laws".

ARTICLE 2 - OFFICE

The principal offices of the Association shall be 2801 NE 208th Terrace, Suite 200, Aventura, FL 33180 or at such other place as may be subsequently designated by the Board of Directors. The principal mailing address of the Association shall be 2801 NE 208th Terrace, Suite 200, Aventura, FL 33180 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

ARTICLE 3 - PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act as it exists on the date hereof (the "Act") for the operation of that certain condominium located in Duval County, Florida, and known as THE PRESERVE AT ST. NICHOLAS CONDOMINIUM (the "Condominium").

ARTICLE 4 - DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of the Condominium to be recorded in the Public Records of Duval County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 5 - POWERS

The powers of the Association shall include and be governed by the following:

5.1 General: The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida, except as expressly limited or restricted by the terms of these Articles, the Declaration, the By-Laws or the Act.

5.2 **Enumeration:** The Association shall have all of the powers and duties set forth in the Act, except as limited by these Articles, the By-Laws and the Declaration (to the extent that they are not in conflict with the Act), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against members as Unit Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration.

(c) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property and/or Association Property, and other property acquired or leased by the Association.

(d) To purchase insurance upon the Condominium Property and Association Property and insurance for the protection of the Association, its officers, directors and Unit Owners.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and Association Property and for the health, comfort, safety and welfare of the Unit Owners.

(f) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.

(g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the rules and regulations for the use of the Condominium Property and Association Property.

(h) To contract for the management and maintenance of the Condominium Property and/or Association Property and to authorize a management agent (which may be an affiliate of the Developer) 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 and Association Property with such 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 Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(i) To employ personnel to perform the services required for the proper operation of the Condominium and the Association Property.

(j) To execute all documents or consents, on behalf of all Unit Owners

(and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Unit Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit owner by acceptance of a lien on said Unit, appoints and designates the President of the Association as such Unit Owner's and mortgagees agent and attorney-in-fact to execute, any and all such documents or consents.

5.3 Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws.

5.4 Distribution of Income: Dissolution. The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).

5.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and By-Laws.

ARTICLE 6 - MEMBERS

6.1 Membership. The members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns.

6.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

6.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit. All votes shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to cast the aggregate number of votes attributable to all Units owned.

6.4 Meetings. The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE 7 - TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 8 - INCORPORATOR

The name and address of the Incorporator of this Corporation is:

NAME	ADDRESS
Christian Finkelberg	2801 NE 208th Terrace, Suite 200, Aventura, FL 33180

ARTICLE 9 - OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:

Diego Besga	2801 NE 208th Terrace, Suite 200, Aventura, FL 33180
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Vice President:

Alejandro Atar	2801 NE 208th Terrace, Suite 200, Aventura, FL 33180
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Secretary/Treasurer:

Christian Finkelberg	2801 NE 208th Terrace, Suite 200, Aventura, FL 33180
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ARTICLE 10 - DIRECTORS

10.1 Number and Qualification. The property, business, and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors. Directors need not be members of the Association.

10.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

10.3 Election: Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

10.4 Term of Developer's Directors. The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.

10.5 First Directors: The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

NAME	ADDRESS
Diego Besga	2801 NE 208th Terrace, Suite 200, Aventura, FL 33180
Alejandro Atar	2801 NE 208th Terrace, Suite 200, Aventura, FL 33180
Christian Finkelberg	2801 NE 208th Terrace, Suite 200, Aventura, FL 33180

10.6 Standards. A Director shall discharge his duties as a director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters' the Director reasonably believes are within the persons' professional or expert competence; or a Committee of which the Director is not a member if the Director reasonably believes the Committee merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

ARTICLE 11 - INDEMNIFICATION

11.1 Indemnitees. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement,

or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

11.2 Indemnification. The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this subsection in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

11.3 Indemnification for Expenses. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in subsection 11.1 or 11.2, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

11.4 Determination of Applicability. Any indemnification under subsection 11.1 or subsection 11.2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in subsection 11.1 or subsection 11.2. Such determination shall be made:

- (a) By the board of directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;
- (b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;
- (c) By independent legal counsel:
 - 1. Selected by the Board of Directors prescribed in paragraph 11.4(a) or committee prescribed in paragraph 11.4(b); or
 - 2. If a quorum of the Directors cannot be obtained for paragraph

11.4(a) and the Committee cannot be designated under paragraph 11.4(b), selected by majority vote of the full Board of Directors (In which Directors who are parties may participate); or

- (d) By a majority of the voting interests of the members of the Association who were not parties to such proceeding.

11.5 Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by paragraph 11.4(c) shall evaluate the reasonableness of expenses and may authorize indemnification.

11.6 Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

11.7 Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

- (a) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;
- (b) A transaction from which the director, officer, employee, or agent derived an improper personal benefit; or
- (c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.

11.8 Continuing Effect. Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless

otherwise provided when authorized or ratified.

11.9 Application to Court. Notwithstanding the failure of a Association to provide indemnification, and despite any contrary determination of the Board or of the members in the specific case, a director, officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

(a) The director, officer, employee, or agent is entitled to mandatory indemnification under subsection 11.3, in which case the court shall also order the Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;

(b) The director, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to subsection 11.7; or

(c) The director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in subsection 11.1, subsection 11.2, or subsection 11.7. unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed Indemnitee, that he did not act in good faith or acted in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

11.10 Definitions. For purposes of this Article 11, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.

11.11 Amendment. Anything to the contrary herein notwithstanding, no

amendment to the provisions of this Article 11 shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

ARTICLE 12 - BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

ARTICLE 13 - AMENDMENTS

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

13.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

13.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act).

13.3 Limitation. No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, nor any changes in 5.3, 5.4 or 5.5, without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer and/or Institutional First Mortgagees, unless the Developer and/or the Institutional First Mortgagees, as applicable, shall join in the execution of the amendment. No amendment to this paragraph 13.3 shall be effective.

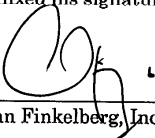
13.4 Developer Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

13.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Duval County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration was recorded which contains, as an exhibit, the initial recording of these Articles.

**ARTICLE 14 -INITIAL REGISTERED OFFICE;
ADDRESS AND NAME OF REGISTERED AGENT**

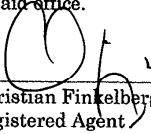
The initial registered office of this corporation shall be at 2801 NE 208 Terrace, Suite 200, Aventura, FL 33180 with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Christian Finkelberg.

IN WITNESS WHEREOF, the Incorporator has affixed his signature the day and year set forth below.



Christian Finkelberg, Incorporator

Having been named to accept service of process for the above named corporation, at the place designated in these Articles of Incorporation, I hereby accept to act in this capacity and agree to comply with the provisions of the laws of the State of Florida relative to keeping open said office.



Christian Finkelberg
Registered Agent

RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the property and building located at 3952 Atlantic Blvd. Jacksonville, FL 32207 (the "Property") shall apply to and be binding upon all occupants and tenants (collectively "Occupants") of the Property. The Occupants shall at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, person for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the owner of the Property (the "Owner") and other occupants. Violations may be remedied by the Owner by injunction or any other legal remedy available at law, and the Owner shall be entitled to recover in said actions any and all court costs incurred by it, fines together with reasonable attorneys' fees against any person violating the Rules and Regulation. Any waivers, consents or approvals given under these Rules and Regulations by the Owner shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless notified in writing by the Owner. THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. The sidewalks, entrances, passages, lobbies, hallways, and like portions of the Property shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Property; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein, except in such areas (if any) designated for such purposes.
2. The personal property of Occupants must be stored in their respective Units or storage lockers, if any.
3. No articles other than patio-type furniture shall be placed on the balconies, patios or other common areas of the Property. No linens, cloths, clothing, curtains, rugs, mops, laundry of any kind, or other articles shall be shaken or hung from any of the windows, doors, balconies, terraces or other portions of the Property.
4. No Occupant shall permit anything to fall from a window or door of their Unit or any portion of the Property, nor sweep or throw from the Property any dirt or other substance onto any of the balconies or elsewhere in the building at the Property or upon the common areas of the Property.
5. No garbage, refuse, trash or rubbish shall be deposited in designated areas except as permitted by the Owner. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
6. Employees of the Owner are not to be sent out by Occupants for

personal errands. The Owner shall be solely responsible for directing and supervising employees of the Owner.

7. No repair of vehicles shall be made at Property.

8. No Occupant shall make or permit any disturbing noises by himself/herself or his/her family, servants, employees, pets, agents, visitors or licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Occupants. No Occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

9. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Property, except signs used or approved by the Owner. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the building at the Property or on the common areas of the Property, without the prior written consent of the Owner.

10. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or at the Property.

11. No Occupant may leave hurricane shutters closed for more than 72 hours unless necessary to protect the Unit from a hurricane or similar act of nature. An Occupant who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Owner with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Owner.

12. An Occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the building at the Property. Notwithstanding the foregoing, any Occupant may display one portable removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veteran's Day, and may display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any rules or requirements dealing with flags or decorations. Curtains and drapes (or linings thereof) which face exterior windows or glass doors of Units shall be subject to disapproval by the Owner, in which case they shall be removed and replaced with acceptable items.

13. No air conditioning units affixed to any window may be installed by Occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Owner in writing. No unsightly materials may be placed on any

window or glass door or be visible through such window or glass door.

15. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Owner. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.

16. Not more than two (2) domesticated pets (i.e., dog or cat) may be kept in a Unit at any time, and then only if such pet is (i) permitted to be so kept by applicable laws and regulations, (ii) not left unattended on balconies or in lanai areas, (iii) only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes and attended by an adult and on a leash not more than six (6) feet long, (iv) generally, not a nuisance to residents of other Units and (v) under fifty pounds (50 lb.) or seventy pounds (70 lb.) collectively between the two pets. No pets shall be maintained in any storage area, and/or parking areas, if any. In no event shall said dog or cat ever be allowed to be walked or taken on or about any recreational facilities contained within the Condominium Property..

17. Every Occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted and amended by the Owner. Failure of an Occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, and default under the leases. In addition to all other remedies, in the sole discretion of the Owner, a fine or fines may be imposed upon an Occupant, for the failure of Occupant, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein. Owner has the sole discretion to impose and set the fines.

EXHIBIT "B" TO THE PROSPECTUS

ESTIMATED OPERATING BUDGET

Estimated Operating Budget for the Period from January 1, 2012 to December 31, 2012

I. Projected Condominium Expenses		Monthly	Annually
Administration:		N/A	N/A
Office Supplies		\$400.00	\$4,800.00
Office equipment		\$300.00	\$3,600.00
Credit reports		\$500.00	\$6,000.00
Legal Fees		\$250.00	\$3,000.00
Accounting		\$281.67	\$3,500.00
Management Fees		\$1,485.00	\$17,840.00
Grat Repair & Maintenance		\$2,000.00	\$24,000.00
Electric Repairs		\$383.33	\$4,600.00
Rent for recreational and other commonly used facilities		N/A	N/A
Operating capital		N/A	N/A
Plumbing Repairs		\$750.00	\$9,000.00
Plumbing Replacements		\$7,000.00	\$84,000.00
Pool Repairs		\$200.00	\$2,400.00
Commonly Used Facilities		\$100.00	\$1,200.00
Uniforms and Emergency Phone		\$166.67	\$2,000.00
Taxes upon Leases Areas		N/A	N/A
Taxes upon Association property		N/A	N/A
Insurance		\$12,500.00	\$150,000.00
A/C Service		\$100.00	\$1,200.00
Alarm Monitoring		\$60.00	\$720.00
Trash Removal		\$1,400.00	\$16,800.00
Irrigation Repair		\$200.00	\$2,400.00
Janitorial Services		\$200.00	\$2,400.00
Fertilizing and Planting		\$200.00	\$2,400.00
Fees and Permits		\$30.00	\$360.00
Fees payable to the Division		\$76.67	\$920.00
Electric Service		\$1,666.67	\$20,000.00
Lawn Maintenance		\$2,833.33	\$34,000.00
Tree Trimming		\$1,000.00	\$12,000.00
Landscaping extras		\$500.00	\$6,000.00
Pest Control Common Elements		\$500.00	\$6,000.00
Roof repairs		\$4,000.00	\$48,000.00
Wall repairs		\$1,333.33	\$16,000.00
Lake/Water Maintenance		\$116.67	\$1,400.00
Telephone		\$600.00	\$7,200.00
Security Provisions		\$8,760.00	\$105,120.00
Water and Sewer		\$10,000.00	\$120,000.00
Gas		\$400.00	\$4,800.00
Pool Maintenance		\$600.00	\$7,200.00
Payroll (Salaries, Payroll Taxes and Benefits)		\$19,666.67	\$236,000.00
Miscellaneous & Other Expenses		\$300.00	\$3,600.00

ii. Reserves for Capital Expenditures	Current Fund	Estimated Replacement	Monthly	Annually
Roof Replacement		\$350,000.00	\$4,166.67	\$50,000.00
Int. / Ext. Painting		\$50,000.00	\$595.24	\$7,142.86
Pavement Resurfacing		\$30,000.00	\$250.00	\$3,000.00
Pool		\$40,000.00	\$333.33	\$4,000.00
Total Reserves		\$470,000.00	\$5,345.24	\$64,142.86

iv. Reserve Items (Additional Info)

	Total Estimated Useful Life (in years)	Total Estimated Remaining Useful Life (in years)
Roof Replacement	15	7
Int. / Ext. Painting	7	7
Pavement Resurfacing	52	10
Pool	52	10

v. Assessment Breakdown (without reserves)

Unit No.	See attached Schedule A	Unit % Ownership	Unit Type	Monthly	Annually	
	See attached Schedule A	0.42%	A	\$346.88	\$4,162.70	
	See attached Schedule B	0.91%	B	\$418.96	\$5,027.50	
	See attached Schedule C	0.33%	C	\$266.90	\$3,202.85	
SUBTOTAL				1.28%	\$1,032.84	\$12,394.05
148 UNITS		63.54%	A	\$51,391.15	\$616,693.82	
60 UNITS		25.39%	B	\$20,939.83	\$251,277.98	
32 UNITS		10.87%	C	\$5,549.02	\$66,588.19	
TOTAL				100.00%	\$80,880.00	\$970,560.00

vi. Assessment Breakdown (with reserves)

Unit No.	See attached Schedule A	Unit % Ownership	Unit Type	Monthly	Annually	
	See attached Schedule A	0.42%	A	\$389.91	\$4,678.88	
	See attached Schedule B	0.91%	B	\$468.89	\$5,626.78	
	See attached Schedule C	0.33%	C	\$299.54	\$3,594.52	
SUBTOTAL				1.28%	\$1,158.34	\$13,900.18
148 UNITS		63.54%	A	\$54,787.53	\$657,450.36	
60 UNITS		25.39%	B	\$22,321.71	\$267,860.52	
32 UNITS		10.87%	C	\$9,114.01	\$109,368.09	
TOTAL				100.00%	\$86,223.24	\$1,034,678.95

THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

Developer has elected not to establish converter reserve accounts for capital expenditures and deferred maintenance and instead it has elected to warrant the improvements solely to the extent as provided in Section 718.616, Florida Statutes.

SCHEDULE A

A-01, A-03, A-04, A-06, A-08, A-09, A-11, A-12, A-13, A-14, A-15, A-16, A-17, A-18, A-19, A-20, A-21, A-22, A-23, A-24, B-02, B-04, B-06, B-07, B-09, B-11, B-12, B-13, B-14, B-10, B-15, B-16, B-17, B-18, B-19, B-20, C-01, C-03, C-04, C-06, C-08, C-09, C-11, C-12, C-13, C-14, C-15, C-16, C-17, C-18, C-19, C-20, D-01, D-02, D-03, D-04, D-05, D-07, D-08, D-10, D-12, D-13, D-15, D-16, D-17, D-19, D-20, D-22, E-01, E-03, E-05, E-06, E-07, E-09, E-10, E-12, E-13, E-14, E-15, E-16, E-17, E-18, E-19, E-20, F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09, F-10, F-12, F-13, F-16, F-17, F-19, F-20, F-21, F-22, F-23, F-24, F-25, F-26, F-27, F-28, G-01, G-03, G-04, G-06, G-08, G-09, G-10, G-12, H-08, H-09, H-11, H-12, J-01, J-03, J-05, J-08, J-09, J-12, J-13, J-14, J-15, J-16, J-17, J-20, K-01, K-03, K-05, K-06, K-08, K-09, K-10, K-12, K-13, K-14, K-15, K-16, K-17, K-18, K-19, K-20

SCHEDULE B

A-02, A-05, A-07, A-10, B-01, B-03, B-05, B-08, C-02, C-05, C-07, C-10, D-06, D-09, D-11, D-14, D-18, D-21, E-02, E-04, E-08, E-11, F-11, F-14, F-15, F-18, G-02, G-05, G-07, G-11, H-01, H-02, H-03, H-04, H-05, H-06, H-07, H-10, J-02, J04, J-07, J-11, K-02, K-04, K-07, K-11

SCHEDULE C

L-01, L-02, L-03, L-04, L-05, L-06, L-07, L-08, L-09, L-10, L-11, L-12, L-13, L-14, L-15, L-16, M-01, M-04,
M-05, M-08, M-09, M-12, M-13, M-16

EXHIBIT "C" TO THE PROSPECTUS

PURCHASE AGREEMENT

**THE PRESERVE AT ST. NICHOLAS, A CONDOMINIUM
PURCHASE AGREEMENT**

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE SELLER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A SELLER TO A BUYER OR LESSEE.

This PURCHASE AGREEMENT (this "**Agreement**"), made and entered into this ___ day of _____, 2012 by and between The Preserve at St Nicholas Investments LLC, a Florida limited liability company ("**Seller**"), whose address is 2801 NE 208th Terrace, Suite 200, Aventura, FL 33180, (and whose email address for purposes of notices under this Agreement is _____) and buyer(s) named below ("**Buyer**"):

Buyer: _____ Married ___ Single
_____ Married ___ Single

Buyer's address: _____

E-mail address: _____
Home Telephone Number: _____
Work Telephone Number: _____
Cellular Telephone Number: _____

1. **Purchase and Sale.** Buyer agrees to buy, and Seller agrees to sell (on the terms and conditions contained in this Agreement), Unit _____, (the "Unit") in **THE PRESERVE AT ST. NICHOLAS, A CONDOMINIUM** (the "**Condominium**"). The Unit and the Condominium are described in greater detail in the Declaration of Condominium (the "**Declaration**") included in the Prospectus and attached exhibits (the "**Condominium Documents**").

The Purchase Price for the Unit is: \$ _____ .

2. **Payment of the Purchase Price.** Buyer agrees to make the following payments against the Purchase Price:

Payment	Due Date	Amount
Deposit	Upon Execution of Agreement	\$ _____
Balance	At Closing	\$ _____

Deposits must be made in United States funds and all checks must be payable on a bank located in the Continental United States. The balance due at closing must be paid by wire transfer of good funds. If Buyer fails to pay any deposit on time, and Seller agrees to accept it at a later date (which Seller is not obligated to do), Buyer will pay a late funding charge equal to interest on such deposit at the then applicable highest lawful rate from the date due until the date received and cleared by Seller. Buyer also agrees to pay all costs and other sums required to be paid by Buyer in this Agreement. These charges are explained in detail in Section 11 below.

GENERAL INFORMATION:

BUYER HEREBY ACKNOWLEDGES AND AGREES THAT THE UNIT HAS BEEN PREVIOUSLY OCCUPIED.

Co-Broker: _____
(See Section 19 below; if this space is left blank, it shall mean that Seller will not pay any co-broker)

3. Method of Payment. Buyer understands and agrees that Buyer will be obligated to pay "ALL CASH" at closing. This Agreement and Buyer's obligations under this Agreement to purchase the Unit will not depend on whether or not Buyer qualifies for or obtains a mortgage from any lender. Buyer will be solely responsible for making Buyer's own financial arrangements.

4. Deposits. All of Buyer's deposits will be held in escrow by Mellinger, LLP, (the "Escrow Agent"), with offices at 1200 North Federal Highway, Suite 200, Boca Raton, Florida 33432, in accordance with the terms of this Agreement. Except where expressly provided herein to the contrary or otherwise required by law, all interest earned on Buyer's deposits shall accrue solely to the benefit of Seller, and shall not be credited against the Purchase Price of the Unit. No interest will be assumed to be earned, unless in fact said sums are invested in an interest bearing account and do in fact earn interest.

5. Seller's Financing. Seller may borrow money from lenders for the acquisition, construction, and renovation of the Unit. Buyer agrees that any lender advancing funds for Seller's use in connection with the Condominium will have a prior mortgage on the Unit and the Condominium until closing. At that time, Seller shall cause the then applicable mortgages to be released and may use Buyer's closing proceeds for such purpose. Neither this Agreement, nor Buyer's payment of deposits, will give Buyer any lien or claim against the Unit, the Condominium or the real property upon which the Condominium is being developed. Without limiting the generality of the foregoing, Buyer's rights under this Agreement will be subordinate to all mortgages (and all modifications made to those mortgages) affecting the Unit or the Condominium (or the real property upon which the Condominium is being developed) even if those mortgages (or modifications) are made or recorded after the date of this Agreement.

6. Certain Items and Materials. Buyer understands and agrees that the only appliances, furnishings, finishings or items of personal property included with the Unit, are those presently installed, all of which are not new.

Buyer further understands and agrees that items which may be seen in models (if any) or in illustrations, are not included with the sale of the Unit (unless presently in the Unit and/or identified as included in an addendum or Rider to this Agreement signed by Seller). Certain items, if included or to be included with the Unit or displayed in models, such as tile, cabinets, wood, stain, grout, wall and ceiling textures, granite, marble, stone, mica and carpeting, are subject to size and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturer from those shown in the models or in the published list of standard items (if any). If circumstances arise which, in Seller's opinion, warrant changes of suppliers, manufacturers, brand names or items, or if Seller elects to omit certain items, Seller may modify the list of standard features or make substitutions for equipment, material, appliances, etc., with items which in Seller's opinion are of equal or better quality (regardless of cost). Buyer also understands and acknowledges that Seller has the right to substitute or change materials and/or stain colors utilized in wood decor (if any). Buyer recognizes that certain colors as shown in displays or in the models, including, but not limited to, cabinetry, carpeting and wood stain, will weather and fade and may not be duplicated precisely.

The agreements and waivers of Buyer contained in this paragraph will survive (continue to be effective after) closing.

7. Existing Improvements and Other Matters. Buyer understands and agrees that the Condominium is a conversion of a previously existing rental apartment complex which was not constructed by Seller and that the Condominium is not new construction. Buyer agrees to accept the Unit and the Condominium in their "AS IS, WHERE-IS" condition, subject to the provisions of Section 6 above and Section 26 below. This means that Buyer has no claim against Seller for any matters Buyer discovered (or should have discovered) when Buyer inspected (or had the opportunity, to inspect) the Unit and Condominium. Without limiting the generality of the foregoing, Buyer acknowledges that, Seller has requested Buyer to inspect the condition of the Unit and the Condominium, generally, and to make Buyer's own specific determinations as to the area and dimensions of the Unit and its Limited Common Elements, if any. Buyer shall have the right to inspect the condition of the Unit and the Condominium within seven (7) days following the date Buyer signs this Agreement (the "Inspection Period"). At the expiration of the Inspection Period, or as of the closing, whichever occurs first, regardless of whether or not Buyer conducts an inspection as permitted by the foregoing sentence, Buyer will be deemed to have accepted the Unit and its Limited Common Elements without reservations or claims as to their general condition, area, dimensions or otherwise. NOTWITHSTANDING THE FOREGOING, SELLER SHALL HEREBY GRANTS BUYER AN IMPLIED WARRANTY OF FITNESS AND MERCHANTABILITY FOR THE PURPOSES AND USES INTENDED, PURSUANT TO FLORIDA STATUTES.

Buyer recognizes that, during construction, the plans and specifications for the improvements to the Condominium may have been modified to reflect ongoing, "in the field" construction needs. Because certain changes made to the plans and specifications did not have to be filed with the governmental authorities at all, Buyer acknowledges and agrees that the plans and specifications for the Unit and the Condominium on file with applicable governmental authorities may not be identical to those current plans and specifications available for inspection in Seller's office.

Buyer hereby acknowledges and agrees that sound and/or odor transmission in a multi-story building such as the Condominium is very difficult to control, and that noises and/or odors from adjoining or nearby Units and or mechanical equipment can often be detected in other Units. Without limiting the generality of Section 26, Seller does not make any representation or warranty as

to the level of sound and/or odor transmission between and among Units and the other portions of the Condominium Property, and Buyer hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound and/or odor transmission.

The provisions of this Section 7 shall survive (continue to be effective after) closing. Nothing in this Section 7 shall affect Buyer's rights, if any, under Section 718.618, Florida Statutes.

8. Condominium Document Inspection.

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING. FIGURES CONTAINED IN ANY BUDGET DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT ARE ESTIMATES ONLY AND REPRESENT AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION OF THE BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

9. Inspection Prior to Closing. Buyer will be given an opportunity prior to closing, on the date and at the time it requests, to walk through the Unit for the sole purpose of establishing that the Unit is in its AS IS, WHERE IS CONDITION, as of the time of entering into this Agreement.

10. Closing. The term "closing" refers to the time when Seller delivers the deed to the Unit to Buyer and ownership changes hands. Buyer's ownership is referred to as "title." Seller promises that the title Buyer will receive at closing will be good, marketable and insurable (subject to the permitted exceptions listed or referred to below). Notwithstanding that Buyer is obligated to pay "all-cash" hereunder, in the event that Buyer obtains a loan for any portion of the Purchase Price, Buyer shall have those rights with respect to closing as are provided by the Real Estate Settlement Procedures Act.

Buyer will receive the following document(s) at closing which Buyer agrees to accept as proof that Buyer's title is as represented above:

(a) a written commitment, from Mellinger, LLP as agent for Fidelity National Title Insurance Company agreeing to issue a policy insuring title or the policy itself. This commitment (or policy) will list any exceptions to title. Permitted exceptions (exceptions which Buyer agrees to take title subject to) are:

(i) Liability for all taxes or assessments affecting the Unit starting the year Buyer receives title and

continuing thereafter;

(ii) All laws, and all restrictions, covenants, conditions, limitations, agreements, reservations and easements now or hereafter recorded in the public records, which may include, without limitation, zoning restrictions, property use limitations and obligations, easements (rights-of-way) and agreements relating to telephone lines, water and sewer lines and other utilities, provided, however, that none of such matters shall impair the marketability of title;

(iii) The restrictions, covenants, conditions, easements, terms and other provisions imposed by the documents contained or referred to in the Condominium Documents (and any other documents which Seller, in its sole discretion, believes to be necessary or appropriate) which are recorded, now or at any time after the date of this Agreement, in the public records;

(iv) If Buyer is acquiring the Unit subject to the terms of a lease, then title shall be subject to the rights of the tenant thereunder and subject to the lease attached hereto and incorporated by reference as Exhibit A.

THE UNIT IS SUBJECT TO A LEASE (OR SUBLEASE)

(v) Rights of ingress and egress over and across any and all roads and/or sidewalks contained within the Condominium Property;

(vi) The restrictions, covenants, conditions, easements, terms and other provisions imposed by the Existing Encumbrances;

(vii) Pending governmental liens for public purposes as of closing (Seller will be responsible, however, for certified governmental liens as of closing; provided, however, that to the extent that any such certified liens are payable in installments, Seller shall only be responsible for those installments due prior to closing, and Buyer hereby assumes all installments coming due after closing);

(viii) All standard printed exceptions contained in an ALTA Owner's title insurance policy issued in Duval County, Florida;

(ix) Standard exceptions for waterfront property and artificially filled-in property which once was in navigable waters and all other standard exceptions for similar property; and

(x) Any matters not listed above as long as affirmative title insurance is given for these matters. Buyer understands, however, that no limitation on Buyer's title prohibits the use of the Unit as a residence, subject to the Condominium Documents.

(b) A Special Warranty Deed. At closing, Seller promises to give Buyer a special warranty deed to the Unit. The special warranty deed will be subject to (that is, contain exceptions for) all of the matters described above and taxes as described below. Buyer will also receive at closing a bill of sale for any appliances included in the Unit and Seller's form of owner's ("no lien") affidavit, closing agreement, FIRPTA (non-foreign) affidavit. When Buyer receives the special warranty deed at closing, Buyer will sign Seller's closing agreement, settlement statement and all papers that Seller deems reasonably necessary or appropriate for transactions of this nature.

If Seller cannot provide the quality of title described above, Seller will have a reasonable period of

time (at least sixty (60) days) to correct any defects in title. If Seller cannot, after making reasonable efforts to do so (which shall not require the bringing of lawsuits or the payment or satisfaction of involuntary liens or judgments) correct the title defects, Buyer will have two options:

- a. Buyer can accept title in the condition Seller offers it (with defects) and pay the full Purchase Price for the Unit with exceptions for such title matters to be contained in the special warranty deed for the Unit. Buyer will not make any claims against Seller because of the defects; or
- b. Buyer can cancel this Agreement and receive a full refund of Buyer's deposits. Seller will be relieved of all obligations under this Agreement (and otherwise) when Seller refunds the deposits to Buyer.

At the same time Buyer receives the special warranty deed, Buyer agrees to pay the balance of the Purchase Price and any additional amounts owed under this Agreement. Seller has no obligation to accept funds other than as set forth in Section 2 above. Until all sums have been received and cleared, Seller will be entitled to a vendor's lien on the Unit (which Buyer agrees Seller may unilaterally record in the Public Records of the County). This Section shall survive closing.

11. Costs and Fees. Buyer understands and agrees that, in addition to the Purchase Price for the Unit, Buyer must pay certain other fees, costs or other sums when the title is delivered to Buyer at closing. These include:

- (a) The costs of officially recording the deed in the Public Records of the County (presently, recording fees are \$10.00 for the first page of an instrument and \$8.50 for each additional page).
- (b) The documentary stamp taxes payable in connection with the deed conveying the Unit to Buyer (presently, documentary stamp taxes are \$.70 for each \$100.00 of consideration).
- (c) The premium on the owner's title insurance policy, at the minimum promulgated risk rates promulgated by the Florida Insurance Commissioner (taking into account applicable reissue rates and new home credits, if any).
- (d) A working capital contribution in an amount equal to twice the monthly maintenance charge owed to the Condominium Association, which charge is payable directly to the Association to provide it with initial capital. This contribution will not be credited against regular assessments.
- (e) A reimbursement to Seller for any utility, cable or interactive communication deposits or hook-up fees which Seller may have advanced prior to closing for the Unit. The amount of this charge is now unknown.
- (f) Reimbursement to Seller and/or Seller's closing agent the aggregate sum of \$795.00, for the agent's title examination, title update and closing services relating to acting as the closing agent and in coordinating with Buyer, Buyer Lender (if applicable) and Seller..
- (g) Reimbursement to Seller, and/or Seller's closing agents, for charges incurred in connection with coordinating closing with Buyer and/or Buyer's lender, including, without limitation, charges for messenger expenses, legal fees, long distance telephone calls, photocopying expenses, telecopying charges, title updates, and others.
- (h) In the event of the imposition of any surcharge or any new governmental tax or charge on deeds

or conveyances, Buyer agrees to pay all such increases, surcharges or new taxes or charges.

In addition, if Buyer obtains a loan for any portion of the Purchase Price, Buyer will be obligated to pay any loan fees, closing costs, escrows, appraisals, credit fees, lender's title insurance premiums, prepayments and all other expenses charged by any lender giving Buyer a mortgage, if applicable. Notwithstanding any of the references in this paragraph to Buyer obtaining a loan, nothing herein shall be deemed to make the Agreement, or the Buyer's obligations under the Agreement, conditional or contingent in any manner on the Buyer obtaining a loan to finance any portion of the Purchase Price, it being the agreement of the Buyer that the Buyer shall be obligated to close "all cash".

Current expenses of the Unit (for example, taxes and governmental assessments, current monthly assessments of the Association, rent and any interim services fee imposed by governmental authority) will be prorated between Buyer and Seller as of the date of closing. Additionally, at closing, Buyer shall be obligated to prepay the next month's maintenance assessment to the Association. Buyer and Seller shall prorate taxes as of the closing date based upon the actual tax bill, if available, or an estimate by Seller, if not available, with Buyer responsible for paying the full amount of the tax bill and Seller reimbursing Buyer for Seller's prorated share of those taxes. In addition, Buyer shall pay, or reimburse Seller if then paid, for any interim proprietary and general services fee imposed by any governmental authority having jurisdiction over the Unit. This Subsection shall survive (continue to be effective after) closing.

12. Closing Date. The closing of the transaction contemplated by this Agreement shall occur on or before _____ (the "Closing Date"), at the offices of the Escrow Agent or at some other location as designated in writing by Seller to Buyer not less than five (5) business days prior to the date stated above.

13. Adjustments with the Association. Buyer understands that Seller may advance money to the Association to permit it to pay for certain of its expenses (for example, insurance premiums). Seller is entitled to be reimbursed by the Association for all of these sums advanced by Seller.

14. Default. If Buyer fails to perform any of Buyer's obligations under this Agreement (including making scheduled deposits and other payments), Buyer will be in "default". If Buyer is still in default ten (10) days after Buyer receives notice thereof, Seller shall be entitled to the remedies provided herein; provided, however, **if, Buyer's default is in failing to close on the scheduled date and time, then there will be no notice and cure period.**

Upon Buyer's default (and the expiration of any notice period, if applicable), all Buyer's rights under this Agreement will end, and Seller may resell the Unit without any accounting to Buyer. Buyer understands that because Seller has taken the Unit off the market for Buyer, has spent money on sales, advertising, promotion and construction and has incurred other costs incident to this sale, Buyer's default will damage Seller. As compensation for this damage, in the event Seller cancels this Agreement because of Buyer's default, Buyer authorizes Seller to keep (or if not then paid by Buyer, Buyer will pay to Seller) all deposits and other pre-closing advance payments (including, without limitation, those on options, extras, upgrades and the like) Buyer has then made (and which would have been required to have been made had Buyer not defaulted) and all interest which was, or would have been, earned on them, all as liquidated damages (and not as a penalty). Any damage or loss that occurs to the Property while Buyer is in default will not affect Seller's right to liquidated damages. Notwithstanding the foregoing, Seller shall not be precluded from seeking to specifically enforce the Agreement.

If the sale of the Property is not consummated due to Seller's default hereunder, Buyer shall be entitled, as its sole remedy, to elect to either (a) receive the return of the Deposit or (b) enforce specific performance of this Agreement. Buyer expressly waives its rights to seek any damages in the event of Seller's default hereunder. Buyer shall be deemed to have elected to terminate this Agreement and receive back the Deposit if Buyer fails to file suit for specific performance against Seller in a court prescribed by Section 15 hereof, on or before fifteen (15) days following the date upon which the Closing was to have occurred.

The provisions of this Section 14 shall survive (continue to be effective after) closing.

15. Litigation. In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorneys', paralegals and para-professionals fees and court costs at all trial and appellate levels. In addition, in the event of any litigation between the parties under this Agreement: (i) the parties shall and hereby submit to the jurisdiction of the state and federal courts of the State of Florida and (ii) venue shall be laid exclusively in Duval County, Florida. This paragraph will survive (continue to be effective after) any termination of this Agreement, but shall otherwise be deemed merged into the deed at closing.

WAIVER OF JURY TRIAL. IT IS MUTUALLY AGREED BY AND BETWEEN SELLER AND BUYER THAT THE RESPECTIVE PARTIES HERETO SHALL AND DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS WAIVER AND HAS BEEN ADVISED BY COUNSEL AS NECESSARY OR APPROPRIATE. THIS WAIVER IS MADE KNOWINGLY AND VOLUNTARILY BY THE PARTIES HERETO.

16. Maintenance Fee. Buyer understands and agrees that the Estimated Operating Budget for the Association (the "**Budget**") contained in the Condominium Documents provides only an estimate of what it will cost to run the Association during the period of time stated in the Budget. Changes in the Budget may be made at any time to cover increases or decreases in actual expenses or in estimates.

17. Condominium Association. At closing, Buyer agrees to accept all of the liabilities and obligations of membership in the condominium association.

18. Financial Information Report:

ALL OR A PORTION OF THE FINANCIAL INFORMATION REPORT REQUIRED UNDER S. 718.111(13) FOR THE TIME PERIOD BEFORE THE SELLER'S ACQUISITION OF THE UNIT IS NOT AVAILABLE OR CANNOT BE OBTAINED DESPITE THE GOOD FAITH EFFORTS OF THE SELLER.

19. Sales Commission. Seller will pay all sales commissions due its in-house sales personnel and/or exclusive listing agent and the co-broker, if any, identified on the first page of this Agreement (if such space is left blank, it shall mean that Seller has not agreed to pay any co-broker and that Buyer represents that there is no co-broker who can claim by, through or under Buyer). By signing this Agreement, Buyer is representing and warranting to Seller that Buyer has not consulted or dealt with any broker, salesperson, agent or finder other than Seller's sales personnel (and the co-broker, if any, named on the last page of this Agreement), nor has the sale been procured by any real estate

broker, salesperson, agent or finder other than Seller's sales personnel. Buyer will indemnify and hold Seller harmless for and from any such person or company claiming otherwise. Buyer's indemnity and agreement to hold Seller harmless includes, without limitation, Buyer's obligation to pay or reimburse Seller for all commissions, damages and other sums for which Seller may be held liable and all attorneys' fees and court costs actually incurred by Seller (including those for appeals), regardless of whether a lawsuit(s) is actually brought or whether Seller ultimately wins or loses. This paragraph will survive (continue to be effective after) closing.

20. Notices. Unless this Agreement states other methods of giving notices, whenever a party is required or desires to give notice to the other party, the notice must be given either by: (i) certified mail, postage prepaid, with a return receipt requested (unless sent outside of the United States, in which event written notices to Buyer may be sent by regular air mail); (ii) facsimile transmission if Buyer has indicated a telecopy number on Page 1 of this Agreement; or (iii) e-mail; or (iv) a recognized overnight courier service, to the address for the receiving party set forth on Page 1 of this Agreement.

A party may change its address or other receiving information upon giving notice to the other party. All other written notices are effective on the day they are properly delivered or mailed, whether or not received (and all permitted non-written notices to Buyer are effective on the date given by Seller) unless receipt is required specifically in portions of this Agreement.

21. Transfer or Assignment. Buyer shall not be entitled to assign this Agreement or its rights hereunder without the prior written consent of Seller, which may be withheld by Seller with or without cause (and even if Seller's refusal to grant consent is unreasonable). To the extent that Seller consents to any such assignment, said consent may be conditioned in any manner whatsoever, including, without limitation, charging an assignment or transfer fee. Any such assignee must fully assume all of the obligations of Buyer hereunder by written agreement for Seller's benefit, a counterpart original executed copy of which shall be delivered to Seller. If Buyer is a corporation, partnership, other business entity, trustee or nominee, a transfer of any stock, partnership interest, equity, beneficial or principal interest in Buyer will constitute an assignment of this Agreement requiring consent. Without limiting the generality of the foregoing, Buyer shall not, prior to closing on title to the Unit, unless first obtaining the prior written consent of Seller (which may be granted or withheld in Seller's sole and absolute discretion) advertise, market and/or list the Unit for sale or resale, whether by placing an advertisement, listing the Unit with a broker, posting signs at the Unit or at the Condominium, allowing the Unit to be listed on the Multiple Listing Service or otherwise. Any violation of any of the foregoing provisions of this Section 21 shall be deemed an immediate default by Buyer under this Agreement (which is not capable of cure and for which no notice must be given).

22. Others Bound by this Agreement. If Buyer dies or in any way loses legal control of his or her affairs, this Agreement will bind his or her heirs and personal representatives. If Buyer has received permission to assign or transfer his or her interest in this Agreement, this Agreement will bind anyone receiving such interest. If Buyer is a corporation or other business entity, this Agreement will bind any successor corporation or entity resulting from operation of law. If more than one person signs this Agreement as Buyer, each will be equally liable, on a joint and several basis, for full performance of all Buyer's duties and obligations under it and Seller can enforce it jointly or severally.

23. Public Records. Buyer authorizes Seller to record the documents needed to establish and

operate the Condominium, as well as all other documents which Seller deems necessary or appropriate, in the Public Records of Duval County, Florida. Neither this Agreement, nor any notice or memorandum hereof (nor any *Lis Pendens*), may be recorded by the Buyer.

24. Florida Law; Severability. Any disputes that develop under this Agreement will be settled according to Florida law. If any part of this Agreement violates a provision of applicable law, the applicable law will control. In such case, however, the remainder of the Agreement (not in violation) will remain in force.

Without limiting the generality of the foregoing, it is Buyer's and Seller's mutual desire and intention that all provisions of this Agreement be given full effect and be enforceable strictly in accordance with their terms. If, however, any part of this Agreement is not enforceable in accordance with its terms or would render other parts of this Agreement or this Agreement, in its entirety, unenforceable, the unenforceable part or parts are to be judicially modified, if at all possible, to come as close as possible to the expressed intent of such part or parts (and still be enforceable without jeopardy to other parts of this Agreement, or this Agreement in its entirety), and then are to be enforced as so modified. If the unenforceable part or parts cannot be so modified, such part or parts will be unenforceable and considered null and void in order that the mutual paramount goal (that this Agreement is to be enforced to the maximum extent possible strictly in accordance with its terms) can be achieved.

Without limiting the generality of the foregoing, if the mere inclusion in this Agreement of language granting to Seller certain rights and powers, or waiving or limiting any of Buyer's rights or powers or Seller's obligations (which otherwise would be applicable in the absence of such language), results in a final conclusion (after giving effect to the above judicial modification, if possible) that Buyer has the right to cancel this Agreement and receive a refund of Buyer's deposits, such offending rights, powers, limitations and/or waivers shall be struck, canceled, rendered unenforceable, ineffective and null and void. Under no circumstances shall either Buyer or Seller have the right to cancel this Agreement solely by reason of the inclusion of certain language in this Agreement (other than language which is intended specifically to create such a cancellation right).

25. Time of Essence. The performance of all obligations by Buyer on the precise times stated in this Agreement is of absolute importance and failure by Buyer to so perform on time is a default, time being of the essence as to Buyer's obligations hereunder.

26. Converter Reserves and Disclaimer of Implied Warranties.
THE SELLER IS NOT OBLIGATED FOR ANY WARRANTIES OF THE DEVELOPER UNDER S. 718.203(1) OR S. 718.618, AS APPLICABLE, EXCEPT FOR DESIGN, CONSTRUCTION, DEVELOPMENT, OR REPAIR WORK PERFORMED BY OR ON BEHALF OF THE SELLER.

THE SELLER HAS NO OBLIGATION TO FUND CONVERTER RESERVES OR TO PROVIDE CONVERTER WARRANTIES UNDER S. 718.618 ON ANY PORTION OF THE CONDOMINIUM PROPERTY EXCEPT AS EXPRESSLY REQUIRED OF THE SELLER IN THE CONTRACT FOR PURCHASE AND SALE EXECUTED BY THE SELLER AND THE PREVIOUS DEVELOPER AND PERTAINING TO ANY DESIGN, CONSTRUCTION, DEVELOPMENT, OR REPAIR WORK PERFORMED BY OR ON BEHALF OF THE SELLER.

This Section shall survive (continue to be effective after) closing.

27. Representations. Buyer acknowledges warrants, represents and agrees that Seller has made no representations concerning any potential for future profit, any future appreciation in value, any rental income potential, tax advantages, depreciation, investment potential or any monetary or financial advantage. Buyer acknowledges and agrees that no such representations, including representations as to the ability or willingness of Seller or its affiliates to assist Buyer in renting or selling the Unit, have been made by Seller, or any of its agents, employees or representatives. Buyer further represents and warrants to Seller that Buyer is entering into this Agreement with the full intention of complying with each and every of the obligations hereunder, including, without limitation, the obligation to close on the purchase of the Unit. Neither Seller, nor anyone working by, through or under Seller, has made any statement or suggestion that Buyer would be without obligation to fully comply with the terms of this Agreement and to close on the purchase of the Unit. Further, Buyer understands and agrees that Seller, any brokerage company, in-house sales personnel and other persons working by, through or under Seller, are under no obligation whatsoever to assist Buyer with any resale of the Unit.

This Agreement contains the entire understanding between Buyer and Seller. Buyer warrants that Buyer has not relied upon any verbal representations, portrayals or promises other than as expressly contained herein and in the Condominium Documents, including, specifically, but without limitation, any representations as to: (a) the existence of any "view" from the Unit or that any existing "view" will not be obstructed in the future, (b) traffic conditions in, near or around the Condominium, (c) disturbance from nearby properties, or (d) disturbance from air or vehicular traffic. The provisions of this paragraph shall survive the closing.

28. Return of Condominium Documents. If this Agreement is canceled for any reason, Buyer will return to Seller all of the Condominium Documents delivered to him or her in the same condition received, reasonable wear and tear excepted. If Buyer fails to return the Condominium Documents, Buyer agrees to pay Seller \$100.00 to defray the costs of preparation, printing and delivery of same.

29. Survival. Only those provisions and disclaimers in this Agreement which specifically state that they shall have effect after closing will survive (continue to be effective after) closing and delivery of the deed. All other provisions shall be deemed merged into the deed.

30. Disclosures. Under the laws of the State of Florida, Buyer is hereby advised as follows:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. The foregoing notice is provided in order to comply with state law and is for informational purposes only. Seller does not conduct radon testing with respect to the Units or the Condominium, and specifically disclaims any and all representations or warranties as to the absence of radon gas or radon-producing conditions in connection with the Condominium.

(b) **BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS REGARDING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**

(c) **Lead Paint.** Pursuant to applicable law, Seller hereby advises Buyer of the following:

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

Seller has no knowledge of lead based paint or lead based paint hazards in the Unit or the Building. Seller has no reports or records pertaining to lead based paint or lead based paint hazards in the Unit or the Building. Buyer acknowledges having been advised of the foregoing information and acknowledges having received the pamphlet "Protect Your Family from Lead in your Home."

31. **Miscellaneous.** The explanations, definitions, disclaimers and other provisions set forth in the Condominium Documents are incorporated into this Agreement as if repeated at length here. When the words "this Agreement" are used, they shall include in their meaning all modifications, riders and addenda to it signed by Buyer and Seller. Buyer acknowledges that the primary inducement for him or her to purchase under this Agreement is the Unit itself and not the recreational amenities and other Common Elements. Seller's waiver of any of its rights or remedies (which can only occur if Seller waives any right or remedy in writing) will not waive any other of Seller's rights or remedies or prevent Seller from later enforcing all of Seller's rights and remedies under other circumstances.

32. **Entire Agreement.** This Agreement is the entire contract for sale and purchase of the Unit and once it is signed, it can be amended only by a written instrument signed by both Buyer and Seller which specifically states that it is amending this Agreement. **Any current or prior agreements, representations, understandings or oral statements of sales representatives or others acting on behalf of Seller, if not expressed in this Agreement are void and have no effect. Buyer further acknowledges that Buyer has not relied on them.**

BUYER(S):

Print Name:

Print Name:

Date of Execution: _____

SELLER:

The Preserve at St. Nicholas
Investments, LLC

BY: _____

Print Name:

Title:

Date of Execution: _____

EXHIBIT "D" TO THE PROSPECTUS

ESCROW AGREEMENT

ESCROW AGREEMENT

THIS AGREEMENT is made as of the 20th day of April, 2012, by and between MELLINGER, LLP ("Escrow Agent"), having an office at 1200 North Federal Highway, Suite 200, Boca Raton, Florida 33432 and THE PRESERVE AT ST. NICHOLAS INVESTMENTS LLC, a Florida limited liability company ("Developer"), having an office at 2801 NE 208th Terrace, Suite 200, Aventura, FL 33180.

WITNESSETH

A. Developer proposes to construct and develop a condominium in Duval County, Florida, to be located at approximately 3952 Atlantic Blvd, Jacksonville, FL 32207; named The Preserve at St. Nicholas, a Condominium (as same may be renamed, the "Condominium").

B. Developer intends to enter into purchase agreements for the sale and purchase of units in the Condominium (each of which is hereinafter called an "Agreement").

C. Developer desires to make arrangements to escrow deposits on each Agreement in accordance herewith and with the provisions of Section 718.202, Florida Statutes.

D. Escrow Agent has consented to hold all deposits it receives pursuant to the terms and provisions hereof.

NOW, THEREFORE, Escrow Agent and Developer hereby agree as follows:

1. From time to time, Developer will deliver checks payable to or endorsed to Escrow Agent which will represent deposits on Agreements, together with a copy of each executed Agreement (if not previously delivered with prior deposits) and a "Notice of Escrow Deposit" in the form attached hereto. Escrow Agent shall acknowledge receipt of the deposit upon the form attached and deliver an executed copy of same to Developer, and to the individual unit purchaser.

2. Escrow Agent shall disburse the purchaser's deposit(s) escrowed hereunder in accordance with the following:

a. To the Purchaser, within thirty (30) days after receipt of the Developer's written certification that the Purchaser has properly terminated his Purchase Agreement pursuant to its terms or pursuant to Chapter 718, Florida Statutes.

b. To the Developer, within ten (10) days after the receipt of the Developer's written certification that the Purchase Agreement has been terminated by reason of said Purchaser's failure to cure a default in performance of Purchaser's obligations thereunder, unless

prior to disbursement the Escrow Agent shall receive from the Purchaser written notice of a dispute between the Purchaser and the Developer.

c. If the deposit of a Purchaser has not been previously disbursed in accordance with the provisions of subparagraphs 2a or 2b hereinabove, the same shall be disbursed to the Developer upon receipt from the Developer of a closing statement or other verification signed by the Purchaser or his attorney or authorized Agent, reflecting that the transaction for the sale and purchase of the subject condominium unit has been closed and consummated; provided, however, that no disbursement shall be made under this subparagraph 2c, if prior to the disbursement the Escrow Agent shall receive from the Purchaser written notice of a dispute between the Purchaser and the Developer.

d. If, prior to the release of the Purchaser's deposit escrowed hereunder, pursuant to the provisions of subparagraphs 2b or 2c hereinabove, the Escrow Agent receives a written notice from the Purchaser of a dispute between the Purchaser and the Developer, the Escrow Agent shall not release the escrowed funds to the Developer or to the Purchaser until the dispute has been amicably settled or resolved to the satisfaction of a court of competent jurisdiction.

3. Escrow Agent shall, at Developer's discretion, invest the deposits received hereunder in savings or time deposits in financial institutions insured by any agency of the United States or in securities of the United States and/or any agency thereof, and/or any other lawful manner as the parties shall agree, provided title thereto shall always evidence the escrow relationship. Escrow Agent assumes no liability or responsibility for any loss of funds which may result from the failure of any institution in which Developer directs that such savings or time deposits be invested nor any loss or impairment of funds deposited in escrow in the course of collection or while on deposit with a trust company, bank, or savings association resulting from failure, insolvency or suspension of such institution, or the fact that such funds exceed the maximum amount insured by the FDIC.

4. Escrow Agent may act in reliance upon any writing, instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statements or assertions contained in such writing or instrument and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written instructions delivered to it, nor as to the identity, authority, or rights of any person executing the same. The duties of Escrow Agent shall be limited to the safekeeping of the deposits and the disbursement of same in accordance with the written instructions described above. Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no implied duties or obligations shall be read into this Agreement against Escrow Agent. Upon Escrow Agent disbursing the deposit of a purchaser in accordance with the provisions hereof, the escrow relationship and any duties deriving therefrom shall terminate with respect to said purchaser's deposit, and Escrow Agent shall thereupon be released of all liability hereunder in connection therewith.

5. Escrow Agent may consult with counsel of its own choice and shall have full and

complete authority and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. Escrow Agent shall not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its misconduct or gross negligence, and Developer agrees to indemnify and hold Escrow Agent harmless from and against any claims, demands, causes of action, liabilities, damages, judgments, including the cost of defending any action against it together with any reasonable attorneys' fees incurred therewith, in connection with Escrow Agent's undertaking pursuant to the terms and conditions of this Escrow Agreement, unless such action or omission is a result of the misconduct or gross negligence of Escrow Agent.

6. In the event of a good faith disagreement about the interpretation of this Agreement, or about the rights and obligations, or the propriety, of any action contemplated by Escrow Agent hereunder, Escrow Agent may, at its sole discretion, file an action in interpleader to resolve said disagreement. Escrow Agent shall be indemnified by Developer for all costs, including reasonable attorneys' fees, in connection with the aforesaid interpleader action. No such action shall be filed where the Escrow Agents required course of action is clearly dictated herein.

7. Escrow Agent may resign at any time upon the giving of thirty (30) days' written notice to Developer. If a successor to Escrow Agent is not appointed within thirty (30) days after notice of resignation, Escrow Agent may petition any court of competent jurisdiction to name a successor escrow agent and Escrow Agent shall be fully released from any and all liability under this Agreement to any and all parties, upon the transfer of the escrow deposit to the successor escrow agent either designated by Developer or appointed by the Court. The successor escrow agent must be authorized to act as such by the Florida Condominium Act.

8. Developer shall have the right to replace Escrow Agent upon thirty (30) days' written notice with a successor escrow agent named by Developer. In such event, Escrow Agent shall turn over to the successor escrow agent all funds, documents, records and properties deposited with Escrow Agent in connection herewith and thereafter shall have no further liability hereunder. The successor or other escrow agent must be authorized to act as such by the Florida Condominium Act.

9. This Agreement shall be construed and enforced according to the laws of the State of Florida and this Agreement may be made a part, in its entirety, of any prospectus, offering circular, or binder of documents distributed to purchasers or prospective purchasers of condominium units in the Condominium.

10. This Escrow Agreement shall be expressly incorporated by reference in all Agreements between Developer and purchasers.

11. As used in this Escrow Agreement, deposits will be held in escrow in a non

interest bearing account at a financial institution designated by Escrow Agent.

12. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and shall be binding upon the parties, their respective successors and assigns.


IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

ESCROW AGENT

DEVELOPER

MELLINGER, LLP

THE PRESERVE AT ST. NICHOLAS
INVESTMENTS LLC

By: 
Print Name: Dawn Mellinger
Its: President
(Corporate Seal)

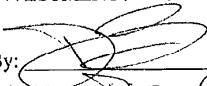
By: 
Print Name: Diego Belgio
Its: Manager
(Corporate Seal)

EXHIBIT "E" TO THE PROSPECTUS

EVIDENCE OF INTEREST IN CONDOMINIUM PROPERTY

Doc # 2012155463, OR BK 16010 Page 1449, Number Pages: 4, Recorded
07/24/2012 at 12:10 PM, JIM FULLER CLERK CIRCUIT COURT DUVAL COUNTY RECORDING
\$35.50 DEED DOC ST \$56000.00

THIS INSTRUMENT PREPARED BY
AND RETURN TO
Torry Nathan Colavecchio
Darin Wade Mellinger, P.A.
1200 North Federal Highway, Suite 200
Boca Raton, Florida 33432

Property Appraiser Account No.

CONSIDERATION: \$8,000,000.00

(RESERVED)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made on this ^{29th} day of June, 2012, by SBC 2011-1 LLC, a Delaware limited liability company ("Grantor"), whose address is 53 Forest Avenue, #301, Greenwich, CT 06870 to THE PRESERVE AT ST. NICHOLAS INVESTMENTS LLC, a Florida limited liability company ("Grantee"), whose address is 2801 NE 208th Terrace, Suite 200, Aventura, FL 33180.

IN CONSIDERATION of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by Grantee, Grantor does hereby remise, release, and forever quitclaim to grantee that real property located in the County of Duval, State of Florida, and more particularly described as follows:

See Attached Exhibit "A"

TOGETHER WITH all the estate and rights of Grantor in such property. Grantor does hereby fully warrant the title to the above-described property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor and no other, except for those items noted on Exhibit "B," attached hereto and incorporated herein.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed by its duly authorized representative on the day and year first above written.

PD:5730364.3

Signed, sealed and delivered
in our presence of:

[Signature]
Witness Signature

Nicole Meryly
Print Name of Witness

[Signature]
Witness Signature

FRANCES DORRIS
Print Name of Witness

SBC 2011-1 LLC, a Delaware limited liability
company

By: EZ SBC LLC, a Delaware limited
liability company
Its: Managing Member

By: [Signature]
MITCHELL LEVINE
Its: Authorized Signatory

STATE OF CT

COUNTY OF Fairfield

The foregoing instrument was acknowledged before me on this 27th day of June, 2012, by
MITCHELL LEVINE, as Authorized Signatory of EZ SBC LLC, a Delaware limited liability
company, the Managing Member of SBC 2011-1 LLC, a Delaware limited liability company, on
behalf of the company, who is personally known to me or who produced
as identification (check one).

Jennifer Marzullo
Notary Public
JENNIFER MARZULLO
NOTARY PUBLIC OF CONNECTICUT
MY COMMISSION EXPIRES 2/28/2015
Print or Stamp Name of Notary Public



My Commission Expires:

EXHIBIT "A"

A tract of land in the R. Hogan Grant, Section 42, Township 2 South, Range 27 East, Jacksonville, Duval County, Florida, more particularly described as follows: For a point of beginning, commence at the Northeasterly corner of Lot 7, Replat of part of Holly Oaks, according to Plat recorded in the Public Records of said County, in Plat Book 15, Page 79, said point also being located in the Southerly right of way line of Atlantic Boulevard (State Road No. 10), a 100 foot right of way, and run North 83° 22' 00" East, along said right of way line, and along the Northerly boundary of that certain land described in Public Records in Deed Book 71, Page 471, a distance of 160.52 feet to a point of curvature in said right of way line and in said boundary; run thence Northeasterly, along said right of way line, along Northerly boundary and along the arc of a curve, concave Northwesterly and having a radius of 1474.07 feet, a chord distance of 7.38 feet to the Northeasterly corner of the land described in said Deed Book 71, Page 471, the bearing of the aforementioned chord being North 83° 13' 30" East, run thence South 17° 17' 34" East, along the Easterly boundary of said land and along the Westerly boundary of that certain land described in said Public Records in Deed Book 134, Page 284, a distance of 315.00 feet to a point; run thence North 71° 29' 30" East, a distance of 208.05 feet to a point in the Easterly boundary of the land described in said Deed Book 134, Page 284, run thence South 18° 30' 30" East, along said Easterly boundary, a distance of 289.91 feet to a point located in the Northerly boundary of that certain land described in said Public Records in Deed Book 84, Page 241, run thence North 75° 50' 40" East, along said Northerly boundary, a distance of 116.42 feet to the Northeasterly corner of said land; run thence South 6° 53' 40" East, along the Easterly boundary of said land, along the Easterly boundary of that certain land described in said Public Records in Deed Book 788, Page 245, and along the Westerly Boundary of that certain land described in the former Public Records of said County in Deed Book "Y", Page 391, a distance of 430.83 feet to the Southwest corner of the land described in said Deed Book "Y" Page 391, said corner also being the Northwest corner of that certain land described in said Public Records in Deed Book 788, Page 246; run thence South 5° 11' 37" East, along the Westerly boundary of said land continuing along the Easterly boundary of the land described in said Deed Book 788, Page 245, a distance of 82.32 feet to a point; run thence South 4° 58' 50" East, continuing along said Easterly boundary, a distance of 256.30 feet to the Southeasterly corner of said land; run thence South 67° 48' 35" West, along the Southerly boundary of said land, a distance of 104.65 feet to a point; run thence South 5° 02' 08" East, along the Westerly boundary of the land described in said Public Records in Official Records Volume 2215, Page 319, a distance of 608.84 feet to a point in the Northerly right of way line of Carmichael Avenue, as said line is described in said Public Records, in Official Records Volume 2275, Page 13; run thence South 51° 19' 10" West, along said right of way line, a distance of 139.08 feet to a point in the Easterly boundary of Mayfair Place, according to plat recorded in said Public Records in Plat Book 17, Page 29; run thence in a general Northerly direction along said boundary as follows: First Course, North 16° 40' 20" West, a distance of 624.12 feet; Second Course, South 66° 28' 30" West, a distance of 16.00 feet to a point; Third Course North 17° 02' 50" West, a distance of 189.80 feet to a point; run thence North 72° 57' 10" East, a distance of 70.00 feet to a point; run thence North 17° 02' 50" West, a distance of 75.00 feet to a point; run thence North 19° 54' 55" West, a distance of 125.55 feet to a point; run thence North 16° 35' 00" West, a distance of 183.4 feet to a point; run thence South 79° 32' 10" West, a distance of 49.2 feet to a point; run thence North 16° 44' 30" West, a distance of 245.75 feet to the Southeasterly corner of said Lot 7, Replat of Part of Holly Oaks; run thence North 16° 44' 30" West along the Easterly boundary of said Lot, a distance of 600.00 feet to the point of beginning.

EXHIBIT "B"

1. General or special taxes and assessments required to be paid in the year 2012, and subsequent years, which are not yet due and payable.
2. Drainage Easement Deed recorded in O.R. Book 2332, Page 199, Public Records of Duval County, Florida.
3. Grant of Easement in favor of the City of Jacksonville recorded in O.R. Book 2497, Page 1081, Public Records of Duval County, Florida.
4. Right of Way Easement recorded in O.R. Book 7568, Page 1140, Public Records of Duval County, Florida.
5. Grant of Easement recorded in O.R. Book 14342, Page 1250, Public Records of Duval County, Florida.
6. Rights of the lessees under unrecorded leases, pursuant to that Rent Roll Certificate dated June 26, 2012 and executed by Grantor.
7. Any invalidity of or avoidance of the transfer of title to the insured premises pursuant to the provisions of the Bankruptcy Code (11 U.S.C.) or similar state insolvency or debtor and creditor law.

EXHIBIT "F" TO THE PROSPECTUS

RECEIPT FOR CONDOMINIUM DOCUMENTS

DBPR Form CO 6000-6
 Effective: 8/26/04

RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges that the documents checked below have been received or, as to plans and specifications, made available for inspection.

Name of Condominium _____

Address of Condominium _____

Place a check in the column by each document received or, for the plans and specifications, made available for inspection. If a document uses a different name, substitute the correct name or place in parenthesis. If an item does not apply, place "N/A" in the column.

DOCUMENT	RECEIVED BY HARD COPY	RECEIVED BY ALTERNATIVE MEDIA
Prospectus Text	✓	
Declaration of Condominium	✓	
Articles of Incorporation	✓	
Bylaws	✓	
Estimated Operating Budget	✓	
Form of Agreement for Sale or Lease	✓	
Rules & Regulations	✓	
Covenants and Restrictions	✓	
Ground Lease	N/A	
Management and Maintenance Contracts for More Than One Year	N/A	
Renewable Management Contracts	N/A	
Lease of Recreational and Other Facilities to be Used Exclusively by Unit Owners of Subject Condominium(s)	N/A	
Lease of Recreational and Other Facilities to be Used by Unit Owners with Other Condominiums	N/A	
Declaration of Servitude	N/A	
Sales Brochures	N/A	
Phase Development Description	N/A	
Form of Unit Lease if a Leasehold	N/A	
Description of Management for Single Management of Multiple Condominiums	N/A	
Conversion Inspection Report	✓	
Conversion Termite Inspection Report	✓	
Plot Plan	✓	
Floor Plan	✓	
Survey of Land and Graphic Description of Improvements	✓	
Frequently Asked Questions & Answers Sheet	✓	
Financial information	✓	
State or Local Acceptance/Approval of Dock or Marina Facilities	N/A	
Evidence of Developer's Ownership, Leasehold or Contractual Interest in the Land Upon Which the Condominium is to be Developed	✓	
Executed Escrow Agreement	✓	
Other Documents (Insert Name of Document)	N/A	
Alternative Media Disclosure Statement	✓	
Plans and Specifications	✓	

DBPR Form CO 6000-6
Effective: 8/26/04

THE PURCHASE AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THE PURCHASE AGREEMENT BY THE BUYER AND RECEIPT BY THE BUYER OF ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO HIM OR HER BY THE DEVELOPER. THE AGREEMENT IS ALSO VOIDABLE BY THE BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OF MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE DOCUMENTS REQUIRED. BUYER'S RIGHT TO VOID THE PURCHASE AGREEMENT SHALL TERMINATE AT CLOSING.

Executed this _____ day of _____, 20____.

Signature of Purchaser or Lessee

Signature of Purchaser or Lessee

EXHIBIT "G" TO THE PROSPECTUS

FINANCIAL INFORMATION REQUIRED UNDER
SECTION 718.111 OF THE FLORIDA STATUTES

**FINANCIAL INFORMATION REQUIRED BY SECTION 718.111, FLORIDA
STATUTES**

Since the operation of the Association has not yet begun and the Declaration of Condominium has not been recorded in the Public Records, there is no financial information available or required at this time. Please see the Estimated Operating Budget for the Condominium Association attached to the Prospectus as Exhibit "B".

EXHIBIT "H" TO THE PROSPECTUS

FREQUENTLY ASKED QUESTIONS

EXHIBIT "H"

FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

THE PRESERVE AT ST. NICHOLAS CONDOMINIUM ASSOCIATION, INC. As of June __, 2012

Q: What are my voting rights in the Condominium Association?

A: Pursuant to Section 6.3 of the Articles of Incorporation the Owner of each Condominium Unit shall have the voting rights to one (1) vote on each issue that comes before the condominium association requiring Unit Owner approval. If a Condominium Unit Owner owns more than one unit, he shall be entitled to one vote for each unit owned. The vote of a Condominium Unit shall not be divisible.

Q: What restrictions exist in the condominium documents on my right to use my unit?

A: In order to maintain the harmony in the community, the condominium documents establish certain restriction on the permitted uses or units. The following is a brief summary of certain restrictions applicable to all units (except for units owned by the developer of the condominium): Please see the Rules and Regulations and Section 17 of the Declaration of Condominium for specific details. Use- The Units are to be used for residential purposes only. Children- Although children are required to be supervised when using recreational and common facilities, there are no limitations on children residing in the community; Pets- Two (2) dogs or cats whose weight does not exceed seventy (70) pounds (collectively) may be maintained in each Unit, provided that the dog or cat is supervised at all times and does not become a nuisance; Alterations- Generally, a Unit Owner is not permitted to make alterations to his unit(s) or the common elements without first submitting plans for same to the board of directors and receiving approval. The board of directors is authorized to make its decisions on purely aesthetic grounds and may condition approvals as it deems appropriate; Nuisances- Except as may be provided in the Declaration of Condominium, a Unit Owner or occupant shall not commit or permit any nuisance, nor any hazardous or illegal act in his unit or on the common elements, or permit or suffer anything to be done or to be kept in his unit which will increase the insurance rates on his unit or the common elements or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise.

Q: What restrictions exist in the Condominium Documents on the leasing of my unit?

A: Leasing of the Units is permitted subject to Section 17.8 of the Declaration of Condominium in that (i) the leasing of Units shall be subject to the prior written approval of the Association and the Association may deny permission to lease any Unit on any reasonable grounds the Association may find; (ii) Unit owners shall not be permitted to enter into a lease agreement for the lease of their unit for a term of less than six (6) months, with a maximum of two (2) leases per year for each Unit; and (iii) all leases shall be in writing and shall provide that the Association shall have the right (a) to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation or By-Laws of the Association, or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association.

Q: How much are my assessments to the Condominium Association for my unit type and when are they due?

A: Exhibit "B" attached to the Prospectus sets forth the Estimated Operating Budget with the schedule of estimated monthly maintenance assessments due for each unit in the Condominium attached thereto as Schedules "A", "B" and "C", which payments are due on the first day of each and every month.

UNIT	MONTHLY MAINTENANCE (with reserves)	UNIT	MONTHLY MAINTENANCE (with reserves)
Type A	\$360.25	Type B	\$434.99
Type C	\$277.12		

Q: Do I have to be a member of any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?

A: No

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: No.

Q: Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000.00? If so, identify each such case.

A: None

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE CONDOMINIUM DOCUMENTS.

EXHIBIT "I" TO THE PROSPECTUS

CONVERSION INSPECTION REPORT



VELCON GROUP, INC.
ENGINEERS & SURVEYORS

May 3, 2012

Mr. Diego Besga
The Preserve at St. Nicholas Investments, LLC.
2801 NE 208th Terrace, Second Floor
Aventura, FL 33180

Re: Jacksonville . The Preserve at St Nicholas
Florida Condominium Code

Dear Mr. Besga,

Based on our recent conversations and our visits to the Preserve at St Nicholas, located at 3952 Atlantic Boulevard in Jacksonville, Florida, on October and November of 2011, please find the following report based on Section 718.616 of the Florida Statutes.

For this project, all of the information we have been able to obtain has come from our own research and collected by our office or came from the City of Jacksonville files, that were created in 1970 and as a result of physical inspections of the subject property.

1. a. Type and date of Construction.

Built in 1970. Construction Type I. All walls, structural frame, bearing walls and floors are noncombustible.

1. b. Prior Use.

Multi-Family Apartment units.

1. c. Termite Damage.

There is no termite damage at the property. Records of termite control being done at this property are from 2008.

3. a. Disclosure of Condition

1. Roof. Roof deck is wood with bitumen roofing material and is in apparent good working order. The roof is approximately 7 years old and has an estimated remaining useful life of 8 years. Total replacement cost is \$ 350,000.00. See attached cost per Unit Table.

2. Structure. Approximately 42 years old. Concrete Masonry unit, built on slab and footings under exterior walls. Concrete elevated floors with interior non bearing walls. Structure is in an acceptable condition, with some minor surface cracks, but without structural damage. Estimated useful life of structure walls are 8 years. Replacement cost is a total of \$17,451,000.00. See attached cost per unit table.

3. Fireproof and Fire Protection System. The rental unit complex is protected by Fire Hydrants, only. Estimated life of hydrants is part of the water distribution system for the complex. The water main is 42 yrs old. The remaining estimated life of the system is 8 years. Replacement cost is \$152,000.00. See attached cost per Unit table.

702 SW Port St. Lucie Blvd., • Port St. Lucie, Florida 34953 • Phone (772) 879-0477 • Fax (772) 871-6659

4. Heating and cooling systems. Approximately 8 years old. Each unit has an individual heating and air conditioning unit. These appear to have been replaced recently. Estimated useful life is 5 years. Replacement cost is \$805,000.00.

5. Plumbing. All plumbing is copper for domestic water lines, ductile iron pipe for the distribution system, and Vitrified Clay for the sewerage collection system and an asbestos pipe for the force main from the lift station to the City's system. In 2007 buildings A and B had renovations for Bathroom and Laundry. Approximately 5 years old. Estimated remaining useful life is 45 years. For all other buildings they are approximately 42 years old with estimated remaining useful life is 8 years. Replacement cost is \$769,200.00. See attached cost per unit table.

6. Electrical systems in good working order. Approximately 42 years old. Estimated remaining useful life is 8 years. Cost to replace all of the electrical system is \$1,034,000.00. See attached cost per unit table.

7. Swimming pool. The pool was part of the original construction plan and is in good condition. The pool is approximately 42 years old. The estimated remaining useful life of the pool is 10 years and the equipment remaining useful life is 5 years. Estimated replacement cost is \$40,000.00. See attached cost per unit table.

8. Seawalls, pilings and docks. There are two bridges in the complex. These are held on each side by concrete slabs that may be considered walls. They appear to be stable since their construction in 1970. They are approximately 42 years old. The estimated remaining useful life expectancy is 8 years. Replacement cost is \$40,000.00. See attached cost per unit table.

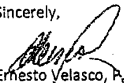
9. Pavement, roadways, parking areas and walkways. All of these components were built 42 years ago, and have been properly maintained. The pavement throughout the complex is structurally sound. The sidewalks are in working order and do not have structural deficiencies. There is also curbing along the northern side of the complex that will require replacement in several areas. The estimated remaining useful life is 10 years. The replacement cost for the curb is \$30,000.00. See attached cost per unit table.

10. Drainage Systems. The entire complex seems to be working as designed. The life expectancy of the system is immaterial because it was designed as an overland stormwater flow. No catch basins or pipe conveyance system is applicable in this case and therefore, not part of this analysis.

11. Irrigation system. There is a partial irrigation system in the complex, it is 20 years old. Estimated useful life is 5 years. Replacement cost, not including heads or pipe is \$75,000.00

We appreciate the opportunity to be of service to you for this project. If you have any questions concerning this letter report, please feel free to contact us.

Sincerely,


Ernesto Velasco, P.E.
P.E. #35649
Velcon Group, Inc.



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SCHEDULE OF VALUES

<u>Building No.</u>	<u>No. of Apartments/Units</u>	<u>Area SF</u>
A	24	12,150
B	20	10,970
C	20	10,180
D	22	11,450
E	20	10,170
F	28	14,150
G	12	6,300
H	12	6,830
J	20	10,170
K	20	10,170
L	16	6,150
M	16	6,150
Recreation Room		1,490
TOTAL	230	116,330

3 A

1. Total sqft -	116,330 x \$3.00/sf =	\$350,000.00
2. Total sqft -	116,330 x \$150/sf =	\$17,451,000.00
3. Fire Protection -	8 fire hydrants @ \$2,500/each = 3,300 LF (8", 12", 16" PVC) Water main & appurtenances @ \$40/ft =	\$20,000.00 \$132,000.00
4. Heating & Cooling -	230 units @ \$3,500/each =	\$805,000.00
5. Plumbing -	230 units total - Type A 148 Units @ 3,400/each Type B 50 Units @ 3,400/each Type C 32 Units @ 3,000/each	\$503,200.00 \$170,000.00 \$96,000.00
6. Electrical -	230 units total - Type A 148 Units @ 4,500 Type B 50 Units @ 4,800 Type C 32 Units @ 4,000	\$1,034,000.00
7. Swimming Pool -	1 pool (unit price)	\$40,000.00
8. Bridges -	2 each @ 20,000	\$40,000.00
9. Curb -	2500 lf @ \$12/lf (remove & replace)	\$30,000.00
10. Not applicable		
11. Not applicable		

EXHIBIT "J" TO THE PROSPECTUS

TERMITE INSPECTION REPORT



Florida Department of Agriculture and Consumer Services
 Division of Agricultural Environmental Services

WOOD-DESTROYING ORGANISMS INSPECTION REPORT

CHARLES H. BRONSON
 COMMISSIONER

Section 482.226, F. S. and Rule 5E-14.142, F.A.C.

SECTION 1 – GENERAL INFORMATION	
Inspection Company: Terminix	
Inspection Company Name: Terminix	Business License Number: 2870
Company Address: 4575 St Augustine Rd	Phone Number: 904-733-8400
Company City, State and Zip Code: Jacksonville, FL 32207	Date of Inspection: 10-06-2011
Inspector's Name and Identification Card Number: Jim Swanda	54700
Address of Property Inspected: 3952 Atlantic Blvd, Jacksonville, FL 32207	
Structure(s) on Property Inspected: Apartment buildings	
Inspection and Report requested by: Team Real Estate Management, Marina Grieco, 2801 NE 208th Terrace, 2nd floor, Aventura, FL 33180	
Report Sent to Requestor and to: _____	
SECTION 2 – INSPECTION FINDINGS – CONSUMERS SHOULD READ THIS SECTION CAREFULLY	
<p>THIS REPORT IS MADE ON THE BASIS OF WHAT WAS VISIBLE AND READILY ACCESSIBLE AT THE TIME OF INSPECTION AND DOES NOT CONSTITUTE A GUARANTEE OF THE ABSENCE OF WOOD-DESTROYING ORGANISMS (WDOs) OR DAMAGE OR OTHER EVIDENCE UNLESS THIS REPORT SPECIFICALLY STATES HEREIN THE EXTENT OF SUCH GUARANTEE.</p> <p><small>This report does not cover areas such as, but not limited to, those that are enclosed or inaccessible, areas concealed by wall-coverings, floor coverings, furniture, equipment, stored articles, insulation or any portion of the structure in which inspection would necessitate removing or defacing any part of the structure. This property was not inspected for any fungi other than wood-decaying fungi, and no opinion on health related effects or indoor air quality is provided or rendered by this report. Individuals licensed to perform pest control are not required, authorized or licensed to inspect or report for any fungi other than wood-decaying fungi, nor to report or comment on health or indoor air quality issues related to any fungi. Persons concerned about these issues should consult with a certified industrial hygienist or other person trained and qualified to render such opinions. A wood-destroying organism (WDO) means an arthropod or plant life which damages and can reinfest seasoned wood in a structure, namely, termites, powder post beetles, old house borers, and wood-decaying fungi.</small></p> <p>NOTE: This is NOT a structural damage report. It should be understood that there may be damage, including possible hidden damage present. FURTHER INVESTIGATION BY QUALIFIED EXPERTS OF THE BUILDING TRADE SHOULD BE MADE TO DETERMINE THE STRUCTURAL SOUNDNESS OF THE PROPERTY.</p> <p>Based on a visual inspection of accessible areas, the following findings were observed: (See Page 2, Section 3 to determine which areas of the inspected structure(s) may have been inaccessible.)</p> <p>A. <input checked="" type="checkbox"/> NO visible signs of WDO(s) (live, evidence or damage) observed.</p> <p>B. <input type="checkbox"/> VISIBLE evidence of WDO(s) was observed as follows:</p> <p><input type="checkbox"/> 1. LIVE WDO(s): _____ <small>(Common Name of Organism and Location – use additional page, if needed)</small></p> <p><input type="checkbox"/> 2. EVIDENCE of WDO(s) (dead wood-destroying insects or insect parts, frass, shelter tubes, exit holes, or other evidence): _____ <small>(Common Name, Description and Location – Describe evidence – use additional page, if needed)</small></p> <p><input type="checkbox"/> 3. DAMAGE caused by WDO(s) was observed and noted as follows: <small>(Common Name, Description and Location of all visible damage – Describe damage – use additional page, if needed)</small></p>	
CONTINUED ON PAGE TWO	

SECTION 3 - OBSTRUCTIONS AND INACCESSIBLE AREAS: The following areas of the structure(s) inspected were obstructed or inaccessible. NO INFORMATION on the status of wood-destroying organisms or damage from wood-destroying organisms in these areas is provided in this report.

In addition to those areas described in consumer information on Page 1, Section 2; the following specific areas were not visible and/or accessible for inspection. The descriptions and reasons for inaccessibility are stated below:

- Attic **SPECIFIC AREAS:** All
REASON: Not scope of inspection
- Interior **SPECIFIC AREAS:** All
REASON: Not scope of inspection
- Exterior **SPECIFIC AREAS:** 2nd story
REASON: Not scope of inspection
- Crawlspace **SPECIFIC AREAS:** _____
REASON: N/A
- Other: **SPECIFIC AREAS:** _____
REASON: _____

SECTION 4 - NOTICE OF INSPECTION AND TREATMENT INFORMATION

EVIDENCE of previous treatment observed: Yes No If Yes, the structure exhibits evidence of previous treatment. List what was observed: _____
(State what evidence was observed to suggest possible previous treatment - use additional page, if needed)

NOTE: The inspecting company can give no assurances with regard to work done by other companies. The company that performed the treatment should be contacted for information on treatment history and any warranty or service agreement which may be in place.

A Notice of Inspection has been affixed to the structure at: Electrical panel

This Company has treated the structure(s) at the time of inspection Yes No

If Yes: Common name of organism treated: _____

Name of Pesticide Used: _____ Terms and Conditions of Treatment: _____

Method of treatment: Whole structure Spot treatment: _____

Specify Treatment Notice Location: _____

SECTION 5 - COMMENTS AND FINANCIAL DISCLOSURE

Comments: _____

Gutters / downspouts causing some erosion issues. Various areas of siding have grading issues where siding is touching the ground.

Several tree stumps are close to the foundations in various areas. Numerous areas of ants around the buildings

Neither the company (licensee) nor the inspector has any financial interest in the property inspected or is associated in any way in the transaction or with any party to the transaction other than for inspection purposes.

Signature of Licensee or Agent: Jim Swartz Date: 10-06-2011

Address of Property Inspected: 3952 Atlantic Blvd Inspection Date: 10-06-2011