

Return to: (enclose self-addressed stamped envelope)

Name:

Clint Smith

Address:

Centex Homes  
6620 Southpoint Drive So, Suite 400  
Jacksonville, FL 32216

This Instrument Prepared by:

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JIM FULLER  
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RECORDING \$ 665.00  
TRUST FUND \$ 83.50

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**DECLARATION OF CONDOMINIUM  
OF  
SUMMER GROVE, A CONDOMINIUM**

CENTEX HOMES, a Nevada general partnership ("Developer"), as owner in fee simple of the "Land" (as hereinafter defined), whose principal office is located at 6620 Southpoint Drive South, Suite 400, Jacksonville, Florida 32216, hereby makes this Declaration of Condominium of Summer Grove, a Condominium ("Declaration") to be recorded amongst the Public Records of Duval County, Florida ("County"), where the Land is located, and states and declares:

**1. SUBMISSION STATEMENT**

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

**2. NAME**

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

**SUMMER GROVE, A CONDOMINIUM**

**3. PHASE CONDOMINIUM - LAND**

The land which will have become part of the Condominium Property when, as and if all of the "Phases" (as hereinafter defined) are added to the Condominium Property is described in Exhibit A ("Land") attached hereto and made a part hereof. The legal description of the portion of

Will call - Centex - Mr. CS - Kim

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the Land ("Initial Phase Land") constituting "Phase 1" of the Condominium Property is set forth on Exhibit B-1 attached hereto and made a part hereof. The legal descriptions of the portions of the Land constituting each "Subsequent Phase" (as hereinafter defined) of the Condominium Property are set forth on Exhibits B-2 through B-16, inclusive, attached hereto and made a part hereof.

#### 4. DEFINITIONS

The terms contained in this Declaration shall have the meanings given in the Act and, for clarification, the following terms have the following meanings:

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

4.2. "Architectural Review Committee" or "ARC" means the committee established by the Board and described in Section 17 hereof.

4.3. "Articles" means the Articles of Incorporation of the Association, attached as Exhibit C and incorporated herein by reference.

4.4. "Assessments" means the assessments for which all Dwelling Unit Owners are obligated to the Association pursuant to the Act, as well as common law assessments which are created by this Declaration and are covenants running with the land, and include:

4.4.1. "Annual Assessment," which includes, but is not limited to, each Dwelling Unit Owner's annual share of funds required for the payment of "Common Expenses," as determined in accordance with this Declaration; and

4.4.2. "Special Assessments," which include any Assessments levied by the Board in addition to the Annual Assessment and are more particularly described in Paragraph 21.11 herein.

4.5. "Association" means Summer Grove Condominium Association, Inc., a Florida corporation not for profit, responsible for operating the Condominium or any other Condominiums which may be created in Summer Grove.

4.6. "Board" means Board of Directors of the Association.

4.7. "Bylaws" means the Bylaws of the Association, attached hereto as Exhibit D and incorporated herein by reference.

4.8. "Common Elements" means:

4.8.1. The Condominium Property, other than the Dwelling Units;

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

4.8.3. An easement of support in every portion of a Dwelling Unit which contributes to the support of a "Building" (as hereinafter defined) submitted to condominium ownership;

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

4.8.5. Such portion or portions of the Land, when, as and if same are submitted to condominium ownership.

4.9. "Common Expenses" means expenses for which the Dwelling Unit Owners are liable to the Association as defined in the Act and as described in the Condominium Documents and include:

4.9.1. The expenses for the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance, and security services, if any;

4.9.2. Any other expenses designated, not inconsistent with the Act, as Common Expenses from time to time by the Board.

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

4.11. "Condominium" means that portion of the Land in Summer Grove described in Exhibit A attached hereto and the improvements thereon being submitted to condominium ownership pursuant to this Declaration as the same may be amended from time to time.

4.12. "Condominium Documents" means in the aggregate this Declaration, the Articles, Bylaws, any rules and regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with this Condominium.

4.13. "Condominium Property" means the real property submitted to condominium ownership as part of the Condominium and all improvements thereon, including, but not limited to, the Dwelling Units and the Common Elements. The easements described and set forth in this paragraph are intended to comply with Section 718.104(4)(m) of the Act. Notwithstanding anything contained herein to the contrary, however, the term "Condominium Property" shall not include any telecommunications lines and equipment owned by a utility and/or telecommunication firm(s) and/or

other legal entity(ies) which have contracted with or have imposed other legal requirements upon Developer and/or the Association to provide a utility or telecommunications service and/or equipment nor shall Condominium Property include telecommunications equipment, if any, owned by Developer, the title to which is hereby specifically reserved unto Developer, its successors and/or assigns. No portion of the land within any Subsequent Phase shall be included in the term "Condominium Property" until and unless such Subsequent Phase is submitted to condominium ownership by amendment to this Declaration.

4.14. "County" means Duval County, Florida.

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

4.16. "Declaration" means this document and any and all amendments hereto.

4.17. "Dwelling Unit" means "Unit" as described in the Act and is that portion of the Condominium Property within the Condominium which is subject to exclusive ownership.

4.18. "Dwelling Unit Owner" means "Unit Owner" as set forth in the Act and is an owner of a Dwelling Unit.

4.19. "Institutional Mortgagee" means any lending institution having a mortgage lien upon a Dwelling Unit, including, but not limited to, any of the following institutions or entities: (i) a federal or state savings and loan association or bank doing business in the State of Florida or a life insurance company doing business in Florida which is approved by the Commissioner of Insurance of the State of Florida, or bank or real estate investment trust, or a mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America; or (ii) any and all investing or lending institutions ("Lender") which have loaned money to Developer in order to enable Developer to acquire, or construct improvements upon, any portion of Summer Grove and which holds a first mortgage upon such portion of Summer Grove as security for such loan; or (iii) any pension or profit sharing funds qualified under the Internal Revenue Code; or (iv) the Veterans Administration or the Federal Housing Administration or the Department of Urban Development or other lenders generally recognized in the community as institutional lenders; or (v) such other Lenders as the Board shall hereafter designate as such in writing which have acquired a mortgage upon a Dwelling Unit; or (vi) any "Secondary Mortgage Market Institution", including Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and such other Secondary Mortgage Market Institution as the Board shall

hereafter designate as such in writing which has acquired a mortgage upon a Dwelling Unit; or (vii) Developer, its successors and assigns.

4.20. "Interest" means the maximum nonusurious interest rate allowed by law on the subject debt or obligation and, if no such rate is designated by law, then eighteen percent (18%) per annum.

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

4.22. "Limited Common Element" means those Common Elements which are reserved for the use of certain Dwelling Units to the exclusion of other Dwelling Units as more particularly described in Paragraphs 5.3 and 6.2 hereof.

4.23. "Listed Mortgagee" means the holder, insurer, or guarantor of a mortgage encumbering a Dwelling Unit of which the Association has been notified pursuant to Paragraph 29.4 herein.

4.24. "Owner" or "Dwelling Unit Owner" means "Unit Owner" as defined in the Act, and is the owner of a Dwelling Unit.

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

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

4.27. "Subsequent Phases" means those portions of the Land and improvements thereon, other than the Initial Phase, which Developer may, but shall not be obligated to, submit to the Condominium Property, in whole or in part, and shall consist of Phases B-2 through B-16, inclusive.

4.28. "Summer Grove" means the name given to the planned residential development which is currently being developed by Developer, and which is planned to contain one hundred twenty (120) Dwelling Units in sixteen (16) phases, fifteen (15) of which are each to contain a two (2)-story residential building with eight (8) dwelling units; and one (1) of which is to contain a "Recreational Area" (as hereinafter defined) and other Common Elements, certain drives, parking areas, landscaped areas, and storm water management system.

## 5. DESCRIPTION OF IMPROVEMENTS - INITIAL PHASE

### 5.1. Description of Improvements - Initial Phase.

The portion of the land and improvements ("Initial Phase") being submitted to condominium ownership pursuant to this Declaration is described on the "Initial Phase Survey" (as hereinafter defined). The improvements in the Initial Phase include one (1) two (2)-story residential building ("Building") which contains eight (8) Dwelling Units each of which is designated as described in Article 5.2.2; and certain road, landscaping and parking areas; and easement rights in certain property within the Condominium.

### 5.2. Initial Phase Survey.

5.2.1 Annexed hereto as Exhibit B-1 and made a part hereof is the Survey, Plot Plan and Graphic Description of Improvements for the Initial Phase which includes a survey of the land in the Initial Phase, graphic description of the improvements in which the Dwelling Units and the Common Elements are located and plot plan thereof (all of which are herein collectively referred to as the "Initial Phase Survey"). The Initial Phase Survey shows and identifies thereon the Common Elements and every Dwelling Unit, their relative location and approximate dimensions. There is attached to the Initial Phase Survey and made a part of this Declaration certificate of a surveyor prepared, signed and conforming with the requirements of Section 718.104(4)(e) of the Act.

5.2.2. Description and Identification of Dwelling Units. The Dwelling Units in Phase 1 shall be identified by a two digit number (e.g. 57) and is so referred to herein and in the Exhibits hereto. No Dwelling Unit in any Subsequent Phase which is added to the Condominium Property shall bear the same identifying number as any other Dwelling Unit in the Condominium.

### 5.3 Limited Common Elements.

5.3.1 Patios. Each area shown as a "Patio" on a Phase Survey shall be a part of the Dwelling Unit to which it is adjacent, which Patio shall be maintained by the Dwelling Unit Owner as well as any sliding doors or screens adjacent to or part of the Patios. In the event a repair related to the construction of the Patio is required, the Association shall be responsible for such repair. If the Dwelling Unit Owner of the Dwelling Unit installs a covering on the surface of the Patio, such as but not limited to tile, then the covering shall remain the personal property of such Dwelling Unit Owner and the Association shall not be responsible for any damage to such personal property in connection with any repair to the Patio. Notwithstanding anything herein to the contrary, the Association shall be responsible for any painting of the exterior walls of the Patios.

5.3.2 Entry. Each area shown as an "Entry" on the Phase Surveys shall be a Limited Common Element reserved for the exclusive use of the Dwelling Unit Owner(s) of the Dwelling Unit(s) adjacent thereto, which Entry shall be maintained by the Association.

5.3.3 A/C Land. The A/C Land in each Phase upon which is situated all air conditioning equipment located outside a Dwelling Unit, including the compressors located adjacent to the Building in which the Dwelling Unit is located and the coolant lines between such compressors and the Dwelling Unit, shall be a Limited Common Element for the exclusive use of the Dwelling Unit served thereby. The air conditioning equipment itself shall be owned, maintained, repaired and replaced by each Dwelling Unit Owner whose Dwelling Unit is served thereby.

5.3.4 Garages. The "Garage" shown on the Phase Surveys for each Dwelling Unit shall be a Limited Common Element reserved for the exclusive use of the Dwelling Unit Owner of such Dwelling Unit. The Dwelling Unit Owner shall maintain the garage door and appurtenant equipment and the interior of the garage; the exterior of the garage shall be maintained by the Association.

## 6. DESCRIPTION OF IMPROVEMENTS IN SUBSEQUENT PHASES

### 6.1. Subsequent Phases.

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

6.1.2. Subsequent Phase Surveys. Annexed hereto as Exhibits B-2 through B-16, inclusive, are the surveys, plot plans and graphic descriptions of improvements for Phases 2 through 16 ("Phase 2 Survey," "Phase 3 Survey," "Phase 4 Survey," etc.). Notwithstanding any indications to the contrary herein contained, Developer may make nonmaterial changes in the description(s) of any Subsequent Phase more particularly described on the Phase 2 Survey, Phase 3 Survey, Phase 4 Survey, etc. (collectively, the "Subsequent Phase Surveys").

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

Dwelling Units

<u>Phases</u>	<u>Developer's Plans (for each Phase)</u>	<u>Minimum Number of Dwelling Units in each Phase</u>	<u>Maximum Number of Dwelling Units in each Phase</u>
2-15	8	8	9

While Developer plans that the general size for each Unit A and Unit AR Dwelling Units in the Offered Condominium will be approximately one thousand two hundred sixty-nine (1,269) air-conditioned square feet, Unit B and Unit BR Dwelling Units will be approximately one thousand four hundred eighty-two (1,482) air-conditioned square feet, Unit C and Unit CR Dwelling Units will be approximately one thousand eighty (1,080) air-conditioned square feet, and Unit D and Unit DR Dwelling Units will be approximately one thousand seven hundred seventy-two (1,772) air-conditioned square feet, Developer reserves the right to include Dwelling Units ranging in size from a minimum of eight hundred sixty-four (864) square feet to a maximum of two thousand one hundred twenty-six (2,126) square feet.

6.1.4. Description and Identification of Dwelling Units. Each Building in any Subsequent Phase containing Dwelling Units, if any such Subsequent Phase is submitted to the Condominium Property pursuant to a Subsequent Phase amendment, shall be identified by a two or three digit number (e.g. 113, 114, 115, as in Phase 2) and is so referred to herein and in the Exhibits hereto. No Dwelling Unit in any Subsequent Phase which is added to the Condominium Property shall bear the same identifying number as any other Dwelling Unit in the Condominium.

6.2. Limited Common Elements.

6.2.1. Patios. Each area shown as a "Patio" on a Phase Survey shall be a part of the Dwelling Unit to which it is adjacent, which Patio shall be maintained by the Dwelling Unit Owner as well as any sliding doors or screens adjacent to or part of the Patio. In the event a repair related to the construction of the Patio is required, the Association shall be responsible for such repair. If the Dwelling Unit Owner of the Dwelling Unit installs a covering on the surface of the Patio, such as but not limited to tile, then the covering shall remain the personal property of such Dwelling Unit Owner and the Association shall not be responsible for any damage to such personal property in connection with any repair to the Patio. Notwithstanding anything herein to the contrary, the Association shall be responsible for any painting of the exterior walls of the Patio.

6.2.2. Entry. Each area shown as an "Entry" on the Phase Surveys shall be a Limited Common Element reserved for the exclusive use of the Dwelling Unit Owner(s) of the Dwelling Unit(s) adjacent thereto, which Entry shall be maintained by the Association.

6.2.3. A/C Land. The A/C Land in each Phase upon which is situated all air conditioning equipment located outside a Dwelling Unit, including the compressors located adjacent to the Building in which the Dwelling Unit is located and the coolant lines between such



compressors and the Dwelling Unit, shall be a Limited Common Element for the exclusive use of the Dwelling Unit served thereby. The air conditioning equipment itself shall be owned, maintained, repaired and replaced by each Dwelling Unit Owner whose Dwelling Unit is served thereby.

6.2.4. Garages. The Garage shown on the Phase Surveys for each Dwelling Unit shall be a Limited Common Element reserved for the exclusive use of the Dwelling Unit Owner of such Dwelling Unit. The Dwelling Unit Owner shall maintain the garage door and appurtenant equipment and the interior of the garage; the exterior of the garage shall be maintained by the Association.

### 6.3. Phase 16

Phase 16, if added to the Condominium, is intended to consist of the real property ("Phase 16 Land") and improvements located thereon more particularly described in the Survey of Phase 16 (hereinafter referred to as the "Phase 16 Survey") attached hereto as Exhibit B-16 and hereby made a part hereof, all of which shall be Common Elements when and if Phase 16 is added to the Condominium Property as hereinafter set forth. The improvements to be located in Phase 16 are intended to include the Recreation Area, entranceway and entry features, certain drives, parking areas, landscaped areas, and the storm water management system ("Storm Water Management System") within Summer Grove, all as depicted on the Phase 16 Survey. Phase 16 shall not contain any Dwelling Units. If such Phase is submitted to the Condominium Property pursuant to an Amendment, such Phase will be completed and the Amendment will be recorded amongst the Public Records no later than the later to occur of (i) seven (7) years from the date of recordation hereof or (ii) the maximum time allowed by law.

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

### 6.4. Changes in Subsequent Phases.

Notwithstanding any indications to the contrary herein contained, descriptions relating to Phases or Exhibits referred to in this Article 6 or Articles 5 or 7 hereof, including, but not limited to, legal, graphic, numerical, narrative and the like, are approximations. To the fullest extent permitted by law, Developer reserves the right to change such descriptions as to a Phase by recording an amendment hereto until such time as Developer conveys a Dwelling Unit in such Phase to a Dwelling Unit Owner. Such an amendment shall not require the execution thereof by the Association, Institutional Mortgagees or any other person, persons or entity unless: (i) Developer changes the proportion by which a Dwelling Unit Owner, other than Developer, shares the Common Expenses and the Common Surplus or owns the Common Elements, in which event such Dwelling Unit Owner whose share of Common Elements, Common Expenses and Common Surplus is being so changed and the Institutional Mortgagees of record holding mortgages on the affected Dwelling Unit must consent in writing thereto; or (ii) such change materially and adversely affects a Dwelling Unit Owner as determined by Developer in the reasonable discretion of Developer, in which event

such Dwelling Unit Owner and the Institutional Mortgagee of record holding the mortgage on the affected Dwelling Unit must consent thereto in writing or such amendment must be adopted in accordance with Article 27 hereof.

6.7. Addition of Subsequent Phases - No Prescribed Order.

Notwithstanding the numerical sequence of the Subsequent Phases or any inference that can be drawn therefrom or from any other provision of the Condominium Documents, Developer reserves the right to submit Subsequent Phases to the Condominium Property in any sequence, provided, however, that there shall be submitted as a portion of the Common Elements, if necessary, an easement providing means of ingress and egress from and to any Subsequent Phase which is submitted to the Condominium Property to and from public ways, including dedicated streets.

7. PHASE DEVELOPMENT

7.1. Impact of Subsequent Phases on Initial Phase.

7.1.1. Common Elements of Initial Phase. The Common Elements as shown on the Initial Phase Survey and included in the Initial Phase will be owned by all Dwelling Unit Owners in all Phases submitted to the condominium form of ownership as a portion of the Condominium Property pursuant to this Declaration and amendments hereto, if any.

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

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

7.1.4. Share of Ownership Upon Submission of Only Initial Phase. If only the Initial Phase is submitted to the Condominium Property pursuant to this Declaration, there will be eight (8) Dwelling Units in the Condominium, each having as an appurtenance thereto one (1) vote in the Association and an equal undivided share of ownership in the Common Elements.

7.1.5. Share of Ownership Upon Submission of Subsequent Phase. If any Subsequent Phase, in addition to the Initial Phase, is submitted to the Condominium Property, then each Dwelling Unit in all Phases submitted to the Condominium Property shall have as appurtenances thereto one (1) vote in the Association and an equal undivided share of ownership in

the Common Elements. If all Subsequent Phases are submitted, as planned, to condominium ownership as a portion of Condominium Property pursuant to an amendment or amendments to this Declaration, the total number of Dwelling Units shall be one hundred twenty (120). The number of Dwelling Units planned to be included in each Subsequent Phase if, as and when added to the Condominium, is set forth in Article 6 hereof.

7.2. Withdrawal Notice.

Developer, in its absolute discretion, reserves the right to add or not to add any or all of the Subsequent Phases as part of the Condominium Property. Hence, notwithstanding anything contained in this Declaration to the contrary, no portion of any Subsequent Phase shall be affected or encumbered by this Declaration unless and until such Subsequent Phases are added to the Condominium Property by amendment to this Declaration recorded amongst the Public Records. Notwithstanding the fact that the foregoing portion of this Paragraph 7.2 is self-operative, if Developer determines not to add any or all Subsequent Phases to the Condominium Property, Developer may, in addition to any action otherwise required by the Act, record amongst the Public Records a notice ("Withdrawal Notice") to the effect that such Subsequent Phase or Subsequent Phases shall not be added to the Condominium Property. Further, should Developer record amongst the Public Records a Withdrawal Notice with respect to one (1) or more, but not all, of the Subsequent Phases, Developer shall retain the right to record additional Withdrawal Notices with respect to any or all of the Subsequent Phases which were not submitted to the Condominium Property and are not covered by any prior Withdrawal Notice. Notwithstanding anything contained herein to the contrary, in the event Developer records amongst the Public Records one (1) or more Withdrawal Notices, then Developer shall have all rights permissible by law with respect to ownership of the Subsequent Phases covered by any and all such Withdrawal Notices, including, but not limited to, the right to develop such Subsequent Phase and/or Subsequent Phases as one (1) or more separate condominiums.

8. UNDIVIDED SHARES IN COMMON ELEMENTS

8.1. Appurtenance.

8.1.1. Ownership of the Common Elements and Membership in the Association. Each Dwelling Unit shall have as an appurtenance thereto one (1) vote in the Association and an equal undivided share of ownership in the Common Elements. As each Subsequent Phase is added to the Condominium, each Unit's percentage interest in the Common Elements will decrease based upon the number of Units in the Subsequent Phase being added to the denominator.

8.1.2. Right to Use Common Elements. Each Dwelling Unit shall have as an appurtenance thereto the right to use all of the Common Elements and Condominium Property of this Condominium in accordance with the Condominium Documents and subject to any limitations set forth in such Condominium Documents.

8.2. Share of Common Expenses and Common Surplus.

The Common Expenses shall be shared and the Common Surplus shall be owned in proportion to each Dwelling Unit Owner's share of ownership of the Common Elements.

9. VOTING INTERESTS

9.1. Voting Interest.

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

9.2. Voting By Corporation or Multiple Dwelling Unit Owners.

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

9.3. Ownership by Husband and Wife.

Notwithstanding the provisions of Paragraph 9.2 above, whenever any Dwelling Unit is owned solely by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a Voting Certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

- (i) Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy for the other for purposes of casting the Voting Interest for each Dwelling Unit owned solely by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to exercise their Voting Interest on that subject at that meeting.

- (ii) Where only one (1) spouse is present at a meeting, the spouse present may exercise the Voting Interest of the Dwelling Unit without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Dwelling Unit shall not be considered in determining the requirement for a quorum or for any other purpose unless such prior notice to the contrary has been withdrawn by a subsequent written notice executed by both husband and wife.
- (iii) Where neither spouse is present, the person designated in a proxy signed by either spouse may exercise the Voting Interest of the Dwelling Unit, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different proxy by the other spouse, the vote of said Dwelling Unit shall not be considered in determining the requirement for a quorum or for any other purpose.

#### 9.4. Voting by Proxy.

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

#### 9.5. Elections.

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

#### 9.6 Eligibility of Directors.

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

## 10. ASSOCIATION

### 10.1. Purpose of Association.

The Association shall be the condominium association responsible for the operation of this Condominium and any other condominium created within Summer Grove. Each Dwelling Unit Owner shall be a member of the Association as provided in the Condominium Documents. A copy of the Articles are attached hereto as Exhibit C and made a part hereof. A copy of the Bylaws are attached hereto as Exhibit D and made a part hereof.

### 10.2. Member Approval of Certain Association Actions.

Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Dwelling Unit Owners (at a duly called meeting of the Dwelling Unit Owners at which a quorum is present) prior to the payment of or contracting for legal or other fees or expenses to persons or entities engaged by the Association in contemplation of a lawsuit or for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (i) the collection of Assessments;
- (ii) the collection of other charges which Dwelling Unit Owners are obligated to pay pursuant to the Condominium Documents;
- (iii) the enforcement of the use and occupancy restrictions contained in the Condominium Documents;
- (iv) in an emergency where waiting to obtain the approval of the Dwelling Unit Owners creates a substantial risk of irreparable injury to the Condominium Property or the Dwelling Unit Owners, provided, however, in such event the aforesaid vote shall be taken with respect to the continuation of the action at the earliest practical date (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths [3/4] of the Dwelling Unit Owners); or
- (v) filing a compulsory counterclaim.

10.3. Cancellation of Management Agreements.

Pursuant to F.S. 718.302(1)(a), Florida Statutes, any cancellation of any management agreement between the Association and a manager shall require the affirmative vote of not less than seventy-five (75%) of the voting interests in the Condominium.

10.4. Conveyance to Association.

The Association is obligated to accept any and all conveyances to it by Developer of a fee simple title, easements or leases to all or portions of their property.

10.5. Conveyance by Association.

The Association is empowered to delegate any of its functions or convey any of its property to any governmental unit as may be required or deemed necessary from time to time.

## 11. EASEMENTS

11.1. Perpetual Nonexclusive Easement to Public Ways.

The land which is to become Phase 16 of the Condominium, whether or not added to the Condominium, and the walks and other rights-of-way, if any, in this Condominium as shown on the Site Plan or hereafter located within this Condominium shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement for ingress and egress and access to, over and across the same, to public ways, including dedicated streets, which easement is hereby created in favor of all the Dwelling Unit Owners in the Condominium now or hereafter existing for their use and for the use of their family members, guests, lessees or invitees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended, including ingress and egress for the furnishing of services by fire protection agencies, police and other authorities of the law, United States mail carriers, representatives of public utilities, including, but not limited to, the Department of Environmental Protection, telephone and electricity and other utilities or services authorized by Developer, its successors or assigns to service Condominium Property; and such other persons as Developer from time to time may designate for performing their authorized services. The Association shall have the right to establish the rules and regulations governing the use and enjoyment of the Common Elements and all easements over and upon same.

11.2. Easements and Cross-Easements on Common Elements.

The Common Elements of the Condominium shall be and the same are hereby duly declared to be subject to perpetual nonexclusive easements in favor of the Association, and such appropriate utility, telecommunication and other service companies or the providers of the services hereinafter set forth as may be from time to time designated by Developer to and from all portions of Summer Grove for ingress and egress, and for the installation, maintenance, construction and repair

of facilities, including, but not limited to, electric power, telephone, sewer, water, gas, drainage, irrigation, lighting, television transmission, communications systems transmission, reception and monitoring, security, garbage and waste removal and the like and for all purposes incidental thereto. Developer hereby reserves unto itself, its successors, assigns, designees and nominees, and hereby grants to the Association, the right to grant easements, permits and licenses over the Common Elements and to impose upon the Common Elements henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interests of and necessary and proper for the Condominium. Developer hereby reserves a blanket easement over, under, upon and through the Condominium for any purpose whatsoever.

11.3. Cross Easements for Drainage.

Nonexclusive cross easements for drainage pursuant to the Storm Water Management System created by Developer as maintained, improved, repaired and/or replaced by the Association in compliance with applicable governmental regulations is hereby granted to each owner of any portion of the Subject Property and to all applicable governmental authorities.

11.4. Phase 16 Land.

Developer reserves the right for itself to grant such easements over, under, in and upon the Land in favor of itself, the Association, its members and designees, and appropriate utility and other service corporations or companies for ingress and egress for persons and vehicles and to provide power, electric, sewer, water and other utility services and lighting facilities, irrigation, television transmission and distribution facilities, telecommunications, security service and facilities in connection therewith, and access to publicly dedicated streets, and the like. In addition, upon declaring the Phase 16 Land a part of the Condominium, but only such portion of such land as shall become a part of the Condominium, Developer shall be deemed to have thereby granted to the Association the right to grant such easements over, under, in and upon the Phase 16 Land, but only such portion of such land as shall become a part of the Condominium, in favor of Developer, the Association, its members, designees, and others and appropriate utility and other service corporations or companies for the above-stated purposes. Either Developer or the Association shall execute, deliver and impose, from time to time, such easements and cross-easements for any of the foregoing purposes and at such location or locations as determined by either Developer or the Association.

11.5. Easement for Encroachments.

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

11.5.2. Air Space. All the Land and improvements thereon, including, but not limited to, the Condominium Property, shall be subject to perpetual easements for encroachments, for so



long as such encroachment exists, in favor of each Dwelling Unit and the Dwelling Unit Owners thereof, their family members, guests, invitees and lessees for air space for any balcony of any Dwelling Unit, and the reasonable use, maintenance and repair of same, which extends under, over or through any of the Land and improvements thereon, including, but not limited to, the Condominium Property, including, but not limited to, Common Elements. Such easements shall be appurtenances to and a covenant running with the respective Dwelling Unit in whose favor such easements exist.

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

## 12. LIABILITY INSURANCE PROVISIONS

### 12.1. Public Liability Insurance.

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

the cost of public liability insurance is economically unwarranted, the Board may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue coverage.

12.2. Fidelity Insurance.

Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Directors and all others who handle and are responsible for handling funds of the Association (whether or not they receive compensation) shall be maintained. Such coverage shall be in the form of fidelity bonds which meet the following requirements: (i) such bonds shall name the Association as an obligee and premiums therefor shall be paid by the Association; (ii) such bonds shall be written in an amount equal to the amount of the annual operating budget at any one time plus reserve funds, but in no event less than the amount required by the Act for each such person; and (iii) such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Notwithstanding the foregoing, in the event the Association determines that the cost of such insurance is economically unwarranted or is not obtainable, the Association may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue coverage provided coverage is no less than required by the Act.

12.3. Cancellation Provision.

All insurance policies or fidelity bonds purchased pursuant to this Article 12 shall provide that they may not be canceled without at least ten (10) days prior written notice to the Association and to Institutional Mortgagees.

13. PROVISIONS RELATING TO CASUALTY INSURANCE AND DESTRUCTION OF IMPROVEMENTS

13.1. Hazard Insurance.

Each Dwelling Unit Owner shall be responsible for the purchase of casualty insurance for all of his personal property. The Association shall obtain casualty insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing casualty insurance coverage for all insurable property and improvements within Summer Grove, including Fire and Extended Coverage, Vandalism and Malicious Mischief Insurance, all of which insurance shall insure all of the insurable improvements on or within Summer Grove, including personal property owned by the Association, in and for the interest of the Association, all Dwelling Unit Owners and their mortgagees, as their interests may appear, with a company (or companies) acceptable to the standards set by the Board. The Association shall purchase insurance for each Building and all improvements now located or which may hereafter be located, built or placed within Summer Grove in an amount equal to one hundred percent (100%) of the "Replacement Value" thereof. The term "Replacement Value" shall mean one hundred percent (100%) of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other

items normally excluded from coverage as determined annually by the Board. The Board may determine the kind of coverage and proper and adequate amount of insurance. The casualty insurance shall contain an "agreed amount endorsement" or its equivalent, "inflation guard endorsement," and, if determined necessary, an "increased cost of construction endorsement" or "continuant liability from operation of building laws endorsement" or a "demolition endorsement" or the equivalent. The casualty insurance shall insure the Buildings from loss or damage caused by or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement and by sprinkler leakage, windstorm, vandalism, malicious mischief, debris removal and demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Buildings in construction, location and use.

### 13.2. Flood Insurance.

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

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

The Association may, to the extent possible and not inconsistent with the foregoing, obtain one (1) policy to insure all of the insurable improvements within Summer Grove operated by the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and assessed as part of the Annual Assessment. The company (or companies) with which the Association shall place its insurance coverage, as provided in this Declaration, must be a good and responsible company (or companies) authorized to do business in the State of Florida. In addition, the insurance agent must be located in the State of Florida. The Association shall have the right to designate a trustee ("Insurance Trustee") and upon the request of the Institutional Mortgagee holding the highest dollar indebtedness encumbering Dwelling Units within Summer Grove, as applicable, ("Lead Mortgagee") shall designate an Insurance Trustee. Thereafter the Association from time to time shall have the right to change the Insurance Trustee to such other trust company authorized to conduct business in the State of Florida or to such other person, firm or corporation as Insurance Trustee as shall be acceptable to the Board and the Lead Mortgagee. The Lead Mortgagee shall have the right, for so long as it holds the highest dollar indebtedness encumbering Dwelling Units within Summer Grove, as applicable, to approve: (i) the form of the insurance policies; (ii) the amounts thereof; (iii) the company or companies which shall be the insurers under such policies; (iv) the insurance agent or agents; and (v) the designation of

the Insurance Trustee if it deems the use of an Insurance Trustee other than the Board to be necessary, which approval(s) shall not be unreasonably withheld or delayed; provided, however, for so long as Developer owns any Dwelling Unit(s), Developer shall have the right, but not the obligation, to require the Association to designate an Insurance Trustee other than the Board. Notwithstanding anything in this Declaration to the contrary, the Board may act as the Insurance Trustee hereunder unless otherwise required by the Lead Mortgagee or Developer. The Lead Mortgagee shall inform the Association by written notification if it requires the use of an Insurance Trustee other than the Board. If the use of an Insurance Trustee other than the Board is requested in writing, then the Lead Mortgagee shall be deemed to have approved the Insurance Trustee unless the Lead Mortgagee's written disapproval is received by the Association within thirty (30) days after notice from the Association of the identity of the proposed Insurance Trustee. If no Insurance Trustee is required, the Board shall receive, hold and expend insurance proceeds in the manner hereinafter provided as if it were the Insurance Trustee.

#### 13.4. Required Policy Provisions.

All such aforesaid policies shall provide that they may not be canceled without at least ten (10) days' prior written notice to the Association and Listed Mortgagees and shall be deposited with the Insurance Trustee upon its written acknowledgment that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its service as Insurance Trustee. The Association is hereby irrevocably appointed agent for each Dwelling Unit Owner to adjust all claims arising under insurance policies purchased by the Association. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies or for the failure to collect any insurance proceeds. The Association may determine to act as Insurance Trustee, in which event references herein to Insurance Trustee shall refer to the Board.

#### 13.5. Restrictions of Mortgagees.

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

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

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

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

13.6.2. Loss of Fifty Thousand Dollars (\$50,000) or Less to Dwelling Units and Common Elements. In the event that a loss of Fifty Thousand Dollars (\$50,000) or less occurs to improvements within one (1) or more Dwelling Units and to improvements within Common Elements contiguous thereto, or to improvements within the Common Elements, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association. Upon receipt of such proceeds, the Association will cause the necessary repairs to be made to the improvements within the Common Elements and within the damaged Dwelling Units. In such event, should the insurance proceeds be sufficient to repair the improvements within the Common Elements but insufficient to repair all of the damage within the Dwelling Units, the proceeds shall be applied first to completely repair the improvements within the Common Elements and the balance of the funds ("Balance") shall be apportioned by the Association to repair the damage to the improvements within Dwelling Units, which apportionment shall be made to each Dwelling Unit in accordance with the proportion of damage sustained to improvements within said Dwelling Units as estimated by the insurance company whose policy covers such damage. Any deficiency between the Balance apportioned to a damaged Dwelling Unit and the cost of repair shall be paid by a Special Assessment.

13.6.3. Loss in Excess of Fifty Thousand Dollars (\$50,000) to Dwelling Units and Common Elements. In the event the Insurance Trustee receives proceeds in excess of the sum of Fifty Thousand Dollars (\$50,000) as a result of damages to the improvements within the Common Elements and/or Dwelling Units and Common Elements that are contiguous, then the Insurance Trustee shall hold, in trust, all insurance proceeds received with respect to such damage, together with any and all other funds paid as hereinafter provided, and shall distribute the same as follows:

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

(b) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements, or upon the collection of the necessary funds that are described in subparagraph 13.6.3 (c) below, then the damaged improvements shall be completely repaired and restored. In this event, all payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee and execute affidavits required by law, by the Association, by any

Institutional Mortgagee named on a mortgage endorsement or by the Insurance Trustee, and shall deliver the same to the Insurance Trustee. Further, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis or some other reasonable terms under the circumstances, said contractor shall post a performance and payment bond, and the Insurance Trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments contained in the construction contract between the Association and the contractor. Subject to the foregoing, the Board shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(c) In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements within the Common Elements and Dwelling Units contiguous to such damaged Common Elements, the Board shall hold a special meeting to determine a Special Assessment against all of the Dwelling Unit Owners to obtain any necessary funds to repair and to restore such damaged improvements. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Special Assessment against the respective Dwelling Units setting forth the date or dates of payment of the same, and any and all funds received from the Dwelling Unit Owners pursuant to such Special Assessment shall be delivered to the Insurance Trustee and disbursed as provided in subparagraph 13.6.3 (b) immediately preceding. In the event the deficiency between the estimated cost of the repair and replacement of the damaged property and the insurance proceeds exceeds the sum of Twenty-Five Thousand Dollars (\$25,000), and three-fourths (3/4) of the Dwelling Unit Owners advise the Board in writing on or before the date for the first payment thereof that they are opposed to a Special Assessment, then the Insurance Trustee shall divide the net insurance proceeds into the shares described in Article 7 hereof and shall promptly pay each share of such proceeds to the Dwelling Unit Owners and mortgagees of record as their interests may appear ("Insurance Proceeds Distribution"). In making any such Insurance Proceeds Distribution to the Dwelling Unit Owners and mortgagees, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the then Dwelling Unit Owners and their respective mortgagees. Any Insurance Proceeds Distribution shall also require the approval of the Lead Mortgagee.

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

13.6.5. Institutional Mortgagees. In the event the Insurance Trustee has on hand, within ninety (90) days after any casualty or loss, insurance proceeds and, if necessary, funds from any Special Assessment sufficient to pay fully any required restoration and repair with respect to

such casualty or loss, then no mortgagee shall have the right to require the application of any insurance proceeds or Special Assessment to the payment of its loan. Any provision contained herein for the benefit of any mortgagee may be enforced by a mortgagee.

13.6.6. Repair of Damaged Property. Any repair, rebuilding or reconstruction of damaged property shall be substantially in accordance with the architectural plans and specifications for Summer Grove, as: (i) originally constructed; (ii) reconstructed; or (iii) depicted in new plans and specifications approved by the Board; provided, however, any material or substantial change in new plans and specifications approved by the Board from the plans and specifications of Summer Grove as previously constructed shall require approval by the Lead Mortgagee.

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

13.6.8. Insurance Amounts. Notwithstanding anything in this Article 13 to the contrary, the amounts set forth for the purchase of insurance in this Article 13 are the minimum amounts to be purchased. Therefore, Dwelling Unit Owners or the Association, as the case may be, may purchase insurance in excess of the amounts set forth herein. The amounts set forth do not constitute a representation or warranty of any kind by Developer or the Association as to the proper amount or kinds of insurance required.

13.6.9. Miscellaneous Policy Requirements. Policies insuring the property within Summer Grove purchased pursuant to the requirements of this Article 13 shall provide that any insurance trust agreement shall be recognized; the right of subrogation against Dwelling Unit Owners will be waived; the insurance will not be prejudiced by any acts or omission of individual Dwelling Unit Owners who are not under the control of the Association; and the policy will be primary, even if a Dwelling Unit Owner has other insurance that covers the same loss.

13.6.10. Master Form of Insurance. Nothing contained herein shall prohibit the Association from obtaining a "Master" or "Blanket" form of insurance to meet the requirements of this Article 13, provided that the coverages required hereunder are fulfilled.

#### 14. PROVISIONS RELATING TO CONDEMNATION OR EMINENT DOMAIN PROCEEDINGS

##### 14.1. Proceedings.

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

14.2. Deposit of Awards With Insurance Trustee.

The taking of any portion of the Condominium Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Although the awards may be payable to Dwelling Unit Owners, the Dwelling Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board, a special charge shall be made against a defaulting Dwelling Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Dwelling Unit Owner.

14.3. Disbursement of Funds.

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

14.4. Dwelling Unit Reduced, But Tenantable.

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

14.4.1. Affected Dwelling Unit Made Tenantable. The Affected Dwelling Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be collected as a special charge.

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

14.4.3. Reduction in Percentage of Common Elements. If the floor area of the Affected Dwelling Unit is reduced by more than ten percent (10%) by the taking, the number representing the share in the ownership of the Common Elements appurtenant to the Affected Dwelling Unit shall be reduced ("Reduction in Percentage of Common Elements") in the proportion by which the floor area of the Affected Dwelling Unit is reduced by the taking, and then the shares of



all Dwelling Units in the ownership of the Common Elements shall be restated with the Reduction in Percentage of Common Elements being allocated to all the Dwelling Units in proportion to their share of ownership in the Common Elements.

14.5. Affected Dwelling Unit Made Untenantable.

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

14.5.1. Payment to Dwelling Unit Owner and Institutional Mortgagee. The market value of the Affected Dwelling Unit immediately prior to the taking shall be paid to the Dwelling Unit Owner thereof and to each Institutional Mortgagee thereof as their interests may appear.

14.5.2. Remaining Portion of Affected Dwelling Unit. The remaining portion of the Affected Dwelling Unit, if any, shall be released by the Institutional Mortgagee and conveyed by the Dwelling Unit Owner to the Association. Such remaining portion of the Affected Dwelling Unit shall become a part of the Common Elements and shall be placed in a condition approved by the Board and the Condominium Documents shall be amended to reflect the addition of such Common Elements; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking after the payment set forth in subparagraph 14.4.1 above, the work shall be approved in the manner required for further improvement of the Common Elements.

14.5.3. Adjustment in Shares of Common Elements. The shares in the Common Elements appurtenant to the Dwelling Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements from the Affected Dwelling Units among the reduced number of Dwelling Units. The shares of the continuing Dwelling Units in the ownership of the Common Elements shall be restated with the percentage of ownership in the Common Elements of the Affected Dwelling Unit being allocated to all the continuing Dwelling Units in proportion to their relative share of ownership in the Common Elements.

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

14.5.5. Determination of Market Value of Affected Dwelling Unit. If the market value of an Affected Dwelling Unit prior to the taking cannot be determined by agreement between the Dwelling Unit Owner, the Institutional Mortgagees of the Affected Dwelling Unit and the

Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Affected Dwelling Unit; and the determination of the arbitrators shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The cost of arbitration proceedings shall be assessed against all Dwelling Units in proportion to the shares of the Dwelling Units in the Common Elements as they exist prior to the changes effected by the taking.

14.6. Taking of Common Elements.

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

14.7. Amendment of Declaration.

The changes in Dwelling Units, in the Common Elements and in the ownership of the Common Elements that are affected by the condemnation shall be evidenced by an amendment to the Declaration that need be approved only by a majority of the Board unless written approvals from Developer and/or Listed Mortgagees are also required pursuant to this Declaration. Such amendment shall be evidenced by a certificate executed by the Association in recordable form in accordance with the Act, and a true copy of such amendment shall be mailed via first class mail by the Association to Developer, all Dwelling Unit Owners and Listed Mortgagees ("Interested Parties"). The amendment shall become effective upon the recording of such certificate amongst the Public Records of the County; provided, however, such amendment shall not be recorded until thirty (30) days after the mailing of a copy thereof to the Interested Parties unless such thirty (30)-day period is waived in writing by the Interested Parties.

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

15.1. New Total Tax.

In the event that any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special assessment against the Condominium as a whole as opposed to levying and assessing such tax or special assessment against each Dwelling Unit and its appurtenant undivided interest in Common Elements, as now provided by law ("New Total Tax"), then such New Total Tax shall be paid as a Common Expense by the Association, and any taxes or special

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

#### 15.2. Personal Property Taxes.

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

### 16. OCCUPANCY AND USE RESTRICTIONS

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

#### 16.1. Single-Family Use.

The Dwelling Units shall be used for single-family residences only. No separate part of a Dwelling Unit may be rented and no transient (as defined in Chapter 509, Florida Statutes) may be accommodated therein for compensation or commercial purposes. No trade, business, profession or any other type of commercial activity shall be carried on in the Dwelling Units; provided, however, a Dwelling Unit Owner may use a room within a Dwelling Unit as an office for conducting personal business if such personal business does not require contact at the Dwelling Unit with customers or clientele of the Dwelling Unit Owner, nor be of such a pervasive nature as to dominate the residential character of the occupancy of such Dwelling Unit. Any such personal office use shall not be deemed a commercial activity in violation of this Paragraph 16.1. Such personal business use must, nonetheless comply with any applicable governmental regulation. No Dwelling Unit may be rented for a term of less than one (1) month and no Dwelling Unit may be rented more than three (3) times in any twelve (12) month period. A Dwelling Unit owned by a corporation, partnership or other legal entity, as the case may be, may be occupied by the person indicated in the Voting Certificate on file with the Association and his or her family, and any lessees of the corporation,

partnership, or other legal entity, as the case may be, who otherwise qualify as provided in the Condominium Documents.

16.2. Occupancy of Dwelling Unit.

A Dwelling Unit Owner shall not permit or suffer anything to be done or kept in his Dwelling Unit which will: (i) increase the insurance rates on his Dwelling Unit or the Common Elements; (ii) obstruct or interfere with the rights of other Dwelling Unit Owners or the Association; or (iii) annoy other Dwelling Unit Owners by unreasonable noises or otherwise. A Dwelling Unit Owner shall not commit or permit any nuisance, immoral or illegal act in his Dwelling Unit or on the Common Elements.

16.3. Signs.

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

16.4. Animals.

A Dwelling Unit Owner and/or resident is permitted to keep up to two (2) domestic pets in his or her Dwelling Unit; however, under no circumstances may any breed of dog commonly known as a pit bull be permitted on any portion of Summer Grove. Any pet must be carried or kept on a leash when outside of a Dwelling Unit. No pet shall be kept tied outside of a Dwelling Unit or in any screened porch or patio, unless someone is present in the Dwelling Unit. A Dwelling Unit Owner shall immediately pick up and remove any solid waste deposited by his pet. The Dwelling Unit Owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in Summer Grove. If a dog or any other animal becomes obnoxious to the Dwelling Unit Owners by barking or otherwise, the Dwelling Unit Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Dwelling Unit Owner, upon written notice by the Association, will be required to permanently remove the animal from the premises. No birds or exotic pets such as snakes and reptiles shall be permitted on any portion of the Condominium Property. The Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

16.5. Clotheslines.

No clothesline or other similar device shall be allowed in any portion of the Common Elements. Clotheslines within a Dwelling Unit shall be concealed from view from all portions of Summer Grove.

16.6. Window Decor.

Window treatments shall consist of drapery, blinds, decorative panels or tasteful other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding two (2) weeks after a Dwelling Unit Owner or tenant first moves into a Dwelling Unit or when permanent window treatments are being cleaned or repaired.

16.7. Removal of Sod and Shrubbery; Alteration of Drainage, etc.

Except for Developer's acts and activities with regard to the development of Summer Grove, no sod, top soil, muck, trees or shrubbery shall be removed from Summer Grove and no change in the condition of the soil or the level of land of Summer Grove shall be made which would result in any permanent change in the flow or drainage of surface water within Summer Grove without prior written consent of the Board.

16.8. Antenna, Aerial and Satellite Dish.

No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Condominium Property or upon any improvements thereon, unless expressly approved in writing by the Association, except that this prohibition shall not apply to those satellite dishes that are eighteen (18") inches in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Association may also adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to certain specified locations, not visible from the street or neighboring properties, and integrated with the Condominium Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Any approved antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. This Section 16.8 shall not apply to Developer.

16.9. Garbage, Trash and Recycling.

Each Dwelling Unit Owner shall regularly pick up all garbage, trash, refuse or rubbish around his Dwelling Unit, and no Dwelling Unit Owner or resident shall place or dump any garbage, trash, refuse, oil or other materials on any other portions of Summer Grove, including any portion of the Condominium Property or the Common Elements. All Garbage, trash, refuse, rubbish or recyclable materials must be placed in appropriate trash facilities or bags and placed in dumpsters provided by the Association.

16.10. Radio Transmission.

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

16.11. Vehicles.

No boats, boat trailers, recreational vehicles, house trailers or motor homes shall be permitted on any portion of the Condominium Property. No maintenance or repairs shall be done upon or to such vehicles. The Association shall have the right to authorize the towing away of any vehicles which violate this Declaration or the rules and regulations of the Association, with the costs to be borne by the Dwelling Unit Owner or violator. In addition, the Board shall adopt rules and regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles within Summer Grove.

16.12. Garages.

No garage, other than garages constructed by Developer, shall be erected which is separate from the Dwelling Unit. No portion of a garage originally intended for the parking of an automobile shall be converted to other uses such as living area, storage area, workshop, recreation room or business uses. No individual air conditioning units which are visible from outside the Dwelling Unit shall be permitted in a garage. All garage doors shall remain closed when not in use for ingress and egress. All garage door openers installed must be either belt driven or screw driven.

16.13. Flooring.

An Owner shall not install any floor covering in the Home other than carpeting (such as wood or tile) in any room other than the bathroom, kitchen/breakfast area or laundry/utility area or other than in a Home which does not have another Home below it, without the prior written approval of the Association. The Association may require that soundproofing insulation be placed under such alternate floor covering before installation. If an Owner installs alternate floor covering

without the prior written consent of the Association or without the insulation required by the Association, then the Association shall have the right to cause such Owner to remove the alternate floor covering. Under no circumstances shall an Owner be permitted to install carpet on his/her balcony.

16.14. Projections.

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

16.15. Condition of Dwelling Units.

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

16.16. Hurricane Season/Hurricane Shutters.

16.16.1. Hurricane Season. Each Dwelling Unit Owner who plans to be absent from his Dwelling Unit during the hurricane season must prepare his Dwelling Unit prior to his departure by removing all furniture, potted plants and other movable objects, if any, from his patio, terrace or porch, if any, and by designating a responsible firm or individual satisfactory to the Association to care for his Dwelling Unit should the Dwelling Unit suffer hurricane damage.

16.16.2. Hurricane Shutters. Any hurricane or other protective devices visible from outside a Unit shall be of a type approved by the ARC (as hereinafter defined). Panel, accordion and roll-up style hurricane shutters, if approved, may not be left closed during hurricane season. Any such approved hurricane shutters may be installed or closed up to seventy-two (72) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise.

16.17. Structural Modifications.

A Dwelling Unit Owner may not make or cause to be made any structural modifications to his Dwelling Unit without the Association's prior written consent, which consent may be unreasonably withheld.

16.18. Board's Rule-Making Power.

The Association, through its Board, may, from time to time, promulgate such other rules and regulations with respect to the Condominium and other portions of Summer Grove as it determines to be in the best interests of Summer Grove, the Condominium and the Dwelling Unit Owners. The Board may promulgate, modify, alter, amend or rescind such rules and regulations

provided such promulgation, modifications, alterations and amendments: (i) are consistent with the use covenants set forth in the Condominium Documents; (ii) apply equally to all lawful Summer Grove residents without discriminating on the basis of whether a Dwelling Unit is occupied by a Dwelling Unit Owner or his lessee; and (iii) in Developer's opinion, for so long as Developer holds any Dwelling Units for sale in the ordinary course of business, would not be detrimental to the sales of Dwelling Units by Developer.

16.19. Limitations.

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

17. ARCHITECTURAL REVIEW COMMITTEE

17.1. Architectural Review Committee; Improvements to Dwelling Units, Etc.

In order to preserve the values and provide for the uniform appearance of Summer Grove, the architectural review and control functions of Developer and the Association herein set forth shall be administered and performed by the Architectural Review Committee ("ARC") which shall be established as follows:

17.1.1. The Architectural Review Committee. Initially, the ARC shall consist of not less than three (3) nor more than seven (7) members designated by Developer who may be employees of Developer or members of the Board but who need not be Dwelling Unit Owners or members of the Board. Developer shall retain the power to replace such designees and may in its discretion increase the number of members on the ARC. Upon the resignation or replacement of any member of the ARC, the Board shall place or cause to be placed in the books of the Association a notice of such resignation or replacement thereof together with a Notice of Appointment as to the successor of the departing ARC member, both of which shall be signed by Developer, or its assignee, pursuant to subparagraph 17.1.1.1 hereof.

17.1.1.1. For so long as Developer is entitled to select members of the ARC, Developer may, at Developer's sole discretion and for such period as Developer may determine, assign said right to appoint ARC members to a management or other non-Developer entity. Said assignee shall be solely responsible for the selection and actions of the ARC during the period of assignment. Notice of such assignment shall be given to the Board, which shall place, or cause to be placed, any such notice in the books of the Association.

17.1.1.2. Notwithstanding anything herein to the contrary, at such time as Developer no longer owns any portion of the Property, or when Developer voluntarily so elects, whichever shall first occur ("ARC Turnover Date"), Developer shall assign to the Association the



right to appoint members of the ARC, whereupon the Board shall thereafter appoint the members of the ARC.

17.1.2. The Architectural Review Committee Action. A majority of the members of the ARC may designate a member of the ARC to act for it subject to Developer's approval. Approval or disapproval by a majority of the members of the ARC shall constitute the official approval or disapproval of the ARC. In the event of the death or resignation of any member of the ARC prior to the assignment of Developer's right to appoint ARC members pursuant to subparagraph 17.1.1.2 hereinabove, Developer shall have the full authority to designate a successor.

17.1.3. Requirement of The Architectural Review Committee Approval. Except for Dwelling Units and improvements constructed, installed or placed by Developer or with the approval of Developer, and additions, alterations, modifications and changes to any of the foregoing by Developer or with the approval of Developer (collectively, "Developer Improvements"), which Developer Improvements are not subject to the approval of the ARC and are hereby deemed to conform to the plan of development for Summer Grove, no improvements of any kind including, without limitation, any building, shed, play structure, wall, topographical feature, mailbox, landscaping, fence, swimming pool, tennis court or screened enclosure shall be erected, placed or maintained, and no addition, alteration, modification or change to any such improvement shall be made without the prior written approval of the ARC, including, but not limited to, painting the Dwelling Unit in a color other than the color originally placed by Developer on the painted surface.

17.1.4. Method of Obtaining The Architectural Review Committee Approval. In order to obtain the approval of the ARC, two (2) complete sets of plans and specifications ("Plans") for proposed construction shall be submitted to the ARC for its review. The Plans shall include, as appropriate, the proposed location, grade, elevations, shape, dimensions, exterior color plans, approximate costs, and nature, type and color of materials to be used. The ARC may also require the submission of additional information and materials as may be reasonably necessary for the ARC to evaluate the proposed Plans. The ARC shall review and approve or disapprove all Plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic standards as to the aesthetic quality of materials and workmanship to be used, suitability, uniformity and harmony of location, structure and external design in relation to surrounding topography and structures and the overall benefit or detriment which would result to the Property as a whole. The ARC shall take into consideration the aesthetic aspects of the architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features and shall not be responsible for reviewing, nor shall its approval of any Plans or design be deemed approval of, any design or Plans from the standpoint of structural safety or conformance with building or other codes.

17.1.5. Approval or Disapproval by the Architectural Review Committee. The ARC shall have the right to refuse to approve any proposed Plans which, in its sole discretion, are not suitable or desirable. In approving or disapproving Plans, the ARC shall consider the suitability of the proposed improvements and/or Plans, the site upon which the proposed improvements are to be

erected, the harmony thereof with the surrounding area, property, Dwelling Units, and other improvements and the effect thereof on the adjacent or neighboring property. Any and all approvals or disapprovals of the ARC shall be in writing and shall be sent to the Board and to each respective Dwelling Unit Owner submitting same. In the event the ARC fails to approve or to disapprove in writing any Plans forty-five (45) days after submission to the ARC of the Plans and any and all other reasonably requested information and materials related thereto and delivery of a written request for approval or disapproval to the ARC by Dwelling Unit Owner or Dwelling Unit Owner's agent or attorney, then said Plans shall be deemed to have been approved by the ARC. All construction and landscaping shall be done in accordance with the Plans approved by the ARC, unless a deviation therefrom has been approved in writing by the ARC. In the event the ARC disapproves any Plans submitted to it ("Disapproval"), then in such event, the ARC shall notify said Dwelling Unit Owner in writing of such disapproval and the reason therefore. Said Dwelling Unit Owner may thereafter request reconsideration, by Developer until the ARC Turnover Date and thereafter by the Board, within forty-five (45) days of the Disapproval by submitting to Developer or the Board, as the case may be, a copy of the Plans accompanied with a written statement setting forth the grounds for the appeal. If not appealed to Developer or the Board, as the case may be, within said forty-five (45) day period, such Disapproval by the ARC shall be final and binding on all parties concerned therewith. Developer or the Board, as the case may be, shall have forty-five (45) days to approve or disapprove the Plans. In approving or disapproving any Plans on appeal, Developer's or Board's decision, as the case may be, shall be governed by the same factors that the ARC is required to consider. In no event, however, shall any improvement be erected or be allowed to remain which violates any conditions or restrictions contained in this Declaration, any other of the Condominium Documents or any applicable zoning or building ordinance or regulation.

17.1.6. The Architectural Review Committee Standards. The ARC is empowered to publish or modify from time to time design and development standards for Summer Grove including, but not limited to, standards for the following ("Standards"): (i) architectural design of improvements including, but not limited to, design standards for any Dwelling Unit or other improvement constructed within the Property; (ii) walls and similar structures; (iii) exterior building materials and colors; (iv) exterior topography and landscaping; (v) exterior appurtenances relating to utility installation; (vi) signs and graphics, mailboxes and exterior lighting; (vii) building setbacks, pools and pool decks, side yards and related height, bulk and design criteria; (viii) pedestrian and bicycle ways, sidewalks and pathways; and (ix) all buildings, topography features, landscaping and improvements on lands owned or controlled by the Association. All such Standards shall provide for a uniform appearance of all improvements, consistent with the overall appearance of Summer Grove. A copy of the Standards promulgated by the ARC shall be approved by Developer prior to the ARC Turnover Date and thereafter by the Board. A Dwelling Unit Owner may obtain a copy of the Standards from the Association by making a written request therefor. The ARC may authorize, in a reasonable manner so as not to destroy the general scheme or plan of development of Summer Grove, variances from compliance with any Standards which it has promulgated pursuant hereto when circumstances such as topography, natural obstructions, hardship, aesthetics or environmental considerations may require. If any such variance is granted, no violation of the restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the

variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to that particular property and particular provision hereof or Standards promulgated hereby which are covered by the variance. Such variance shall be evidenced in writing and executed by the members of the ARC.

17.1.7. Liability; Indemnification. The ARC, the Board, the Association and Developer do not determine or assume any responsibility for the quality of construction or structural soundness of any improvements and no obligation or liability relating to construction of any improvements shall result from review or approval of any Plans by the ARC, Board, Association, or Developer. Furthermore, the ARC, the Board, the Association, and Developer do not evaluate Plans to determine whether the Plans satisfy all applicable governmental requirements. No member of the ARC, the Board, the ARC's duly authorized representative, the Association, nor Developer shall be liable to any Dwelling Unit Owner or any other person or entity for any loss, damage, injury or expense arising out of or in any way connected with the performance of said party's duties hereunder, unless due to willful misconduct. Each and every member of the ARC, including, but not limited to, members designated by Developer, shall be indemnified by the Association and the Dwelling Unit Owners against all costs, expenses and liabilities, including Legal Fees reasonably incurred by or imposed upon said members in connection with any proceeding, litigation or settlement in which said member becomes involved by reason of being or having been a member or representative of the ARC, the Board, or Developer which reviewed an appeal of a ARC decision, or any settlement thereof. The foregoing provisions for indemnification shall apply whether or not said member is a member or representative of the ARC, the Board, or Developer which reviewed an appeal of a ARC decision, or any settlement thereof at the time such expenses are incurred. Notwithstanding the above, in instances where such an individual admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of said member's duties, the indemnification provisions of this Declaration shall not apply; otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a member of the ARC may be entitled whether by statute or common law or other provision of the Condominium Documents.

17.1.8. Enforcement. There is specifically reserved unto the ARC the right of entry and inspection upon any Dwelling Unit or other portion of the Property for the purpose of determination of whether there exists any construction of any improvement which violates the terms of any approval by the ARC or the terms of this Declaration or of any other covenants, conditions, and restrictions to which the deed associated with such Dwelling Unit or other instrument of conveyance makes reference. Except in emergencies, any exercise of the right of entry and inspection by the ARC hereunder shall be made only upon reasonable notice given to the Dwelling Unit Owner of record at least twenty-four (24) hours in advance of such entry. The ARC is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvement. The prevailing party in such litigation shall be entitled to recover all Legal Fees in connection therewith. The Association shall

indemnify and hold harmless the ARC from all costs, expenses and liabilities, including Legal Fees incurred by virtue of any member of the ARC's service as a member of the ARC.

## 18. MAINTENANCE AND REPAIR PROVISIONS

### 18.1. By Dwelling Unit Owners.

18.1.1. Maintenance and Repair. Each Dwelling Unit Owner shall maintain in good condition, repair and replace at his expense all portions of his Dwelling Unit, including any screening on his patio, terrace or porch, all window panes, window screens and all interior surfaces within or surrounding his Dwelling Unit (such as the surfaces of the walls, ceilings and floors), walkway and all exterior doors, casings and hardware therefor, including garage door openers which are installed by the Owner which must be either belt driven or screw driven; maintain and repair the fixtures therein, including the air conditioning equipment; and pay for any utilities which are separately metered to his Dwelling Unit. Every Dwelling Unit Owner must perform promptly all maintenance and repair work within his Dwelling Unit, as aforesaid, which if not performed would affect the Condominium Property, Summer Grove in its entirety or a Dwelling Unit belonging to another Dwelling Unit Owner. Each Dwelling Unit Owner shall be expressly responsible for the damages and liabilities that his failure to perform his above-mentioned responsibilities may engender. Said Dwelling Unit shall be maintained and repaired in accordance with the building plans and specifications utilized by Developer, copies of which are to be on file in the office of the Association, except for changes or alterations approved by the Board as provided in this Declaration.

18.1.2. Alterations. No Dwelling Unit Owner shall make any alterations in the Building or the Common Elements which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Building, the Common Elements, the Limited Common Elements or which, in the sole opinion of the Board, would detrimentally affect the architectural design of the building without first obtaining the written consent of the Board.

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

18.1.4. Duty to Report. Each Dwelling Unit Owner shall promptly report to the Association or its agents any defect or need for repairs on the Condominium Property or other portions of Summer Grove the responsibility for the remedying of which is that of the Association.

18.1.5. Use of Licensed Plumbers and Electricians. No Dwelling Unit Owner shall have repairs made to any plumbing or electrical wiring within a Dwelling Unit, except by licensed plumbers or electricians authorized to do such work by the Board. The provisions as to the use of a licensed plumber or electrician shall not be applicable to any Institutional Mortgagee or to Developer. Plumbing and electrical repairs within a Dwelling Unit shall be paid for by and shall be the financial obligation of the Dwelling Unit Owner, unless such repairs are made in a Dwelling Unit to plumbing and electrical systems servicing more than one (1) Dwelling Unit.

18.1.6. Access by Association. Each Dwelling Unit Owner shall permit the Association to have access to his Dwelling Unit from time to time during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Dwelling Unit.

18.1.7. Air-Conditioning. Air conditioning units and service lines regarding any such air conditioning units which serve only one Dwelling Unit shall be maintained, replaced or repaired by the Dwelling Unit Owner whose Dwelling Unit is serviced by the air conditioning unit; provided, however, that if any repair or alteration is to be made in any Common Elements, the Board shall approve all such work.

18.1.8. Liability for Actions. A Dwelling Unit Owner shall be liable for the expense of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, negligence or carelessness, or by that of his lessee or any member of their families, or their guests, employees or agents (normal wear and tear excepted) but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include the cost of repairing broken windows. A Dwelling Unit Owner shall also be liable for any personal injuries caused by his negligent acts or those of his lessee or any member of their families, or their guests, employees or agents. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

## 18.2. By the Association.

18.2.1. Improvements. The Association shall maintain, repair and replace as necessary all of the Common Elements, including the driveways, landscaping and sprinkler systems as well as exterior surfaces of the Buildings. Notwithstanding the foregoing, the Association's maintenance responsibility for driveways shall not include cleaning; rather cleanup of driveways shall be the responsibility of the Dwelling Unit Owner who is entitled to use such driveway. Further, in the event the Association permits a Dwelling Unit Owner to install a covering on the surface of his or her driveway, such as but not limited to brick pavers, then the covering shall remain the property

of such Dwelling Unit Owner and the Association shall not be responsible for any damage to such covering in the event of the need to repair the driveway.

18.2.2. Utilities. The Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of any and all utility services and the maintenance of the sanitary sewer service laterals leading to the Buildings but excluding therefrom appliances, wiring, plumbing fixtures and other facilities within a Dwelling Unit. The Association shall also be responsible for water utility charges which may be commonly metered.

18.2.3. Perimeter Wall. The perimeter wall constructed by Developer around the entire perimeter of the Condominium shall be maintained and owned by the Association. The landscaping in the rights-of-way or along the Perimeter Wall shall be maintained by the Association as an "Area of Common Responsibility" and the costs and expenses for the maintenance, repair and replacement of the landscaping shall be a Common Expense.

18.2.4. Compliance With Regulations of Public Bodies. The Association shall perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the same in order to comply with sanitary requirements, fire hazard requirements, zoning requirements, setback requirements, drainage requirements and other similar requirements designed to protect the public. The cost of the foregoing shall be a Common Expense.

18.2.5. Common Expense. All costs and expenses of maintenance described in this Article 18.2 shall be a Common Expense.

### 18.3. Developer's Warranties.

Notwithstanding anything contained in this Article 18 to the contrary, each Dwelling Unit Owner acknowledges and agrees that Developer shall be irreparably harmed if a Dwelling Unit Owner undertakes the repair or replacement of any defective portion of a Dwelling Unit, a Building, the Common Elements or any other real or personal property constituting the Condominium Property or other portions of Summer Grove during the time in which Developer is liable under any warranties in connection with the sale of any Dwelling Unit. Accordingly, each Dwelling Unit Owner hereby agrees (i) to promptly, upon such Dwelling Unit Owner's knowledge of the existence of any such defective portion, provide written notice to Developer specifying each such defective portion, upon the receipt of which Developer shall have thirty (30) days ("Repair Period") to commence the repair or replacement of such defective portion and diligently pursue the completion thereof; and (ii) not to repair, replace or otherwise adjust any such defective portion during the Repair Period; provided, however, that if Developer fails to commence the repair or replacement of such defective portion within the Repair Period, such Dwelling Unit Owner may repair or replace same. If any Dwelling Unit Owner fails to comply with the provisions of this Paragraph 18.3, such Dwelling Unit Owner will be deemed to have breached his obligation to mitigate damages and such Dwelling Unit Owner's conduct shall constitute an aggravation of damages.

#### 18.4. Alterations and Improvements.

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

### 19. ASSESSMENTS FOR COMMON EXPENSES; ESTABLISHMENT AND ENFORCEMENT OF LIENS

#### 19.1. Affirmative Covenant to Pay Common Expenses.

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

#### 19.2. Lien.

The Annual Assessment and Special Assessments, as determined in accordance with Article 19 hereof, together with Interest thereon and costs of collection thereof, including Legal Fees as hereinafter provided, are, pursuant to the Act, subject to a lien right on behalf of the Association to secure payment thereof and such Assessments are hereby declared to be a charge on each Dwelling Unit and shall be a continuing lien upon the Dwelling Unit against which each such Assessment is made. Each Assessment against a Dwelling Unit together with Interest thereon and costs of collection thereof, including Legal Fees, shall be the personal obligation of the person, persons, entity and/or entities owning the Dwelling Unit so assessed. The Association's statutory lien for Assessments shall be effective only from and after the time of recordation amongst the Public Records of the County of a written acknowledged statement by the Association, as of the date the

statement is signed setting forth the description of the condominium parcel, the name of the record owner, the name and address of the association, the amount due to the Association and the due dates. Upon full payment of all sums secured by such lien or liens, the party making payment shall be entitled to a recordable satisfaction of the statement of lien.

19.2.1. Personal Obligation. Each Assessment against a Dwelling Unit, together with Interest thereon and costs of collection thereof, including Legal Fees, shall be the personal obligation of the person, persons, entity and/or entities owning the Dwelling Unit so assessed.

19.2.2. Institutional Mortgagees. An Institutional Mortgagee or other person who obtains title to a Dwelling Unit by foreclosure of a first mortgage, or Institutional Mortgagee who obtains title to a Dwelling Unit by deed in lieu of foreclosure, shall be liable for the unpaid Assessments that became due prior to such acquisition of title to the extent required by Section 718.116, Florida Statutes as it exists at the time of recording this Declaration in the Public Records of the County. Assessments which are not due from such Institutional Mortgagee shall become a Common Expense collectible from all Dwelling Unit Owners pursuant to Paragraph 20.9 hereof.

19.3. Enforcement.

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

- (i) To advance, on behalf of the Dwelling Unit Owner in default, funds to accomplish the needs of the Association; provided that: (a) the amount or amounts of monies so advanced, including Legal Fees and expenses which have been reasonably incurred because of or in connection with such payments, together with Interest thereon, may thereupon be collected by the Association; and (b) such advance by the Association shall not waive the default of the Dwelling Unit Owner in failing to make its payments;
- (ii) To accelerate the entire amount of any Assessments for the remainder of the budget year in accordance with the provisions of the Act and rules set forth in the Florida Administrative Code promulgated by the Division of Florida Land Sales, Condominiums and Mobile Homes;
- (iii) To file an action in equity to foreclose its lien at any time after the effective date thereof or an action in the name of the Association in like manner as a foreclosure of a mortgage on real property; and
- (iv) To file an action at law to collect the amount owing plus Interest and Legal Fees without waiving its lien rights and its right of foreclosure.



## 20. METHOD OF DETERMINING, ASSESSING AND COLLECTING ASSESSMENTS

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

### 20.1. Determining Annual Assessment.

20.1.1. Expenses. The total anticipated Common Expenses for each calendar year shall be set forth in a schedule to the Budget of the Association which shall be prepared by the Board as described in the Articles and Bylaws. The total anticipated Common Expenses shall be that sum necessary for the maintenance and operation of the Condominium and such expenses shall be allocated to the Dwelling Units based upon each Dwelling Unit's share of the Common Expenses, which allocated sum, as determined in accordance with any agreement entered into by the Association for monitored alarm service shall be assessed as the "Annual Assessment." The Annual Assessment may be adjusted quarterly in the instance where the Board determines that the estimated Common Expenses are insufficient to meet the actual Common Expenses being incurred, in which event the anticipated Common Expenses for the remaining quarters may be increased accordingly in calculating the Annual Assessment.

20.1.2. Assessment Payment. The Annual Assessment shall be payable monthly in advance on the first day of each month, or at such other time as may be determined by the Board from time to time but in no event less frequently than monthly. The Association may at any time require the Dwelling Unit Owners to maintain a minimum balance on deposit with the Association to cover future installments of Assessments. The amount of such deposit shall not exceed one-quarter (1/4) of the then current Annual Assessment for the Dwelling Unit.

### 20.2. Special Assessments.

In addition to the Annual Assessment, Dwelling Unit Owners shall be obligated to pay such Special Assessments as shall be levied by the Board against their Dwelling Units in accordance with the Bylaws, either as a result of: (i) extraordinary items of expense; (ii) the failure or refusal of other Dwelling Unit Owners to pay their Annual Assessment; or (iii) such other reason or basis determined by the Board which is not inconsistent with the terms of the Condominium Documents or the Act.

## 21. COMMON EXPENSES

The following expenses are declared to be Common Expenses of the Condominium which each Dwelling Unit Owner is obligated to pay to the Association as provided in this Declaration and the Condominium Documents.

21.1. Taxes.

Any and all taxes levied or assessed at any and all times by any and all taxing authorities including all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments and water drainage districts, and in general all taxes and tax liens which may be assessed against the Common Elements and against any and all personal property and improvements, which are now or which hereafter may be a portion thereof to be placed thereon, including any interest, penalties and other charges which may accrue thereon shall, as appropriate, be considered Common Expenses.

21.2. Utility Charges.

All charges levied for utilities providing services for the Common Elements, whether they are supplied by a private or public firm shall, as appropriate, be considered Common Expenses. It is contemplated that this obligation will include all charges for water, gas, electricity, telephone, sewer and any other type of utility or any other type of service charge incurred in connection with the Common Elements. If required by Duval County, the municipality in which the Land is located, title to the water and sewer lines located within the Condominium Property will be conveyed to the Association by the date of the "Majority Election Meeting" (as defined in the Articles) and the Association will be responsible for the maintenance thereof. The cost of such maintenance shall be a Common Expense.

21.3. Insurance.

The premiums on any policy or policies of insurance required to be maintained under this Declaration and the premiums on any policy or policies the Association determines to maintain on the Condominium Property or specifically related to this Condominium, even if not required to be maintained by the specific terms of this Declaration, shall be Common Expenses.

21.4. Destruction of Buildings or Improvements.

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

the Association under the provisions for Special Assessments as provided in Paragraph 20.2 of this Declaration. The Association agrees that it will levy Special Assessments to provide the funds for the cost of reconstruction or construction within ninety (90) days from the date the destruction takes place and shall go forward with all deliberate speed so that the construction or reconstruction, repair or replacement, shall be completed, if possible, within nine (9) months from the date of damage.

21.5. Maintenance, Repair and Replacements

Common Expenses shall include all expenses necessary to keep and maintain, repair and replace any and all buildings, improvements, Surface Water Management System, personal property and furniture, fixtures and equipment of the Association upon the Common Elements, including driveways (except as provided in Paragraph 19.3(i) hereof), landscaping, and lawn and sprinkler service, in a manner consistent with the development of the Condominium and in accordance with the covenants and restrictions contained herein, and with all orders, ordinances, rulings and regulations of any and all federal, state and city governments having jurisdiction thereover including the statutes and laws of the State of Florida and the United States. This shall include any expenses attributable to the maintenance and repair and replacement of pumps or other equipment, if any, located upon or servicing the Condominium Property pursuant to agreements between the Association and utility corporations. Any expenses for replacements which would not be in the nature of normal repair and maintenance shall be the subject of a Special Assessment as provided in Paragraph 20.2 of this Declaration.

21.6. Administrative and Operational Expenses.

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

21.7. Indemnification.

The Association covenants and agrees that it will indemnify and hold harmless Developer and the members of the Board from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life, and/or damage to property sustained in or about the Condominium Property or the appurtenances thereto from and against all costs, Legal Fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense of any action or proceeding brought thereon, and from and

against any orders, judgments and/or decrees which may be entered therein. Included in the foregoing provisions of indemnification are any expenses that Developer may be compelled to incur in bringing suit for the purpose of compelling the specific enforcement of the provisions, conditions and covenants contained in this Declaration to be kept and performed by the Association.

21.8. Compliance with Laws.

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

21.9. Failure or Refusal of Dwelling Unit Owners to Pay Annual Assessments.

Funds needed for Common Expenses due to the failure or refusal of Dwelling Unit Owners to pay their Annual Assessments levied shall, themselves, be deemed to be Common Expenses and properly the subject of an Assessment.

21.10. Extraordinary Items.

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

21.11. Matters of Special Assessments Generally.

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

21.12. Costs of Reserves.

The funds necessary to establish an adequate reserve fund ("Reserves") for periodic maintenance, repair and replacement of the Common Elements and the facilities and improvements thereupon in amounts determined sufficient and appropriate by the Board from time to time shall be a Common Expense. Reserves shall be levied, assessed and/or waived in accordance with the Act. The Reserves shall be deposited in a separate account to provide such funds and reserves. The

monies collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association and no Dwelling Unit Owner shall have any interest, claim or right to such Reserves or any fund composed of same.

21.13. Miscellaneous Expenses.

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

22. PROVISIONS RELATING TO PROHIBITION  
OF FURTHER SUBDIVISION

22.1. Subdivision.

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

22.2. Incorporation of Section 718.107.

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

23. PROVISIONS RELATING TO SEVERABILITY

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

24. PROVISIONS RELATING TO INTERPRETATION

24.1. Titles.

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

24.2. Gender.

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

24.3. Member.

As used herein, the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association, whether or not that person actually participates in the Association as a member.

24.4. Rule Against Perpetuities.

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

25. PROVISIONS CONTAINING REMEDIES FOR VIOLATION

Each Dwelling Unit Owner shall be governed by and shall comply with the Act and all of the Condominium Documents as such Condominium Documents may be amended and supplemented from time to time. Failure to do so shall entitle the Association, any Dwelling Unit Owner or any Institutional Mortgagee holding a mortgage on any portion of the Condominium Property to sue for either injunctive relief, for damages or for both, and such parties shall have all other rights and remedies which may be available at law or in equity. The failure to enforce promptly any of the provisions of the Condominium Documents shall not bar their subsequent enforcement. In any proceeding arising because of an alleged failure of a Dwelling Unit Owner to comply with the terms of the Condominium Documents, the prevailing party shall be entitled to recover the costs of the proceeding and Legal Fees. The failure of the Board to object to Dwelling Unit Owners' or other parties' failure to comply with covenants or restrictions contained herein or in any of the other Condominium Documents (including the rules and regulations promulgated by the Board) now or hereafter promulgated shall in no event be deemed to be a waiver by the Board or of any other party having an interest therein of its rights to object to same and to seek compliance therewith in accordance with the provisions of the Condominium Documents.

## 26. PROVISIONS FOR ALTERATIONS OF DWELLING UNITS BY DEVELOPER

### 26.1. Developer's Reserved Right.

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

### 26.2. Alterations Amendment.

Any Alterations which will alter the boundaries of existing Common Elements of this Condominium other than interior walls abutting Dwelling Units owned by Developer and the Common Elements therein and not including proposed Common Elements of any Subsequent Phase not then submitted to condominium ownership will first require an amendment to this Declaration in the manner provided in Article 25 hereof.

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

## 27. PROVISIONS FOR AMENDMENTS TO DECLARATION

### 27.1. General Procedure.

Except as to the Amendment described in Paragraph 25.2 hereof, and the matters described in Paragraphs 27.2, 27.3, 27.4, 27.5, 27.6 and 27.7 below, and except when a greater percentage vote is required by this Declaration for a certain action (in which case such greater percentage shall also be required to effect an amendment) (e.g., Paragraph 10.2 herein), this Declaration may be amended at any regular or special meeting of the Dwelling Unit Owners called and held in accordance with the Bylaws, by the affirmative vote of not less than two-thirds (2/3) of the Dwelling Unit Owners; provided that any amendment shall also be approved or ratified by a majority of the Board as a whole. An amendment to the Declaration shall be evidenced by a certificate executed by the Association and recorded in accordance with the Act. A true copy of such amendment shall be sent by certified mail by the Association to Developer and to all Institutional Mortgagees ("Mailing"). The amendment shall become effective upon the recording of the certificate amongst the Public Records, but the certificate shall not be recorded until thirty (30) days after the

Mailing, unless such thirty (30)-day period is waived in writing by Developer and all Institutional Mortgagees.

27.2. Material Alteration.

Except as otherwise provided in this Declaration, no amendment of the Declaration shall change the configuration or size of any Dwelling Unit in any material fashion, materially alter or modify the appurtenances to such Dwelling Unit, change the proportion or percentage by which the Dwelling Unit Owner shares the Common Expenses and owns the Common Surplus and Common Elements or the Dwelling Unit's voting rights in the Association, unless: (i) the record owner of the unit; (ii) all record owners of liens on the Dwelling Unit join in the execution of the amendment; and (iii) all the record owners of all other Dwelling Units approve the amendment. Any such amendments shall be evidenced by a certificate joined in and executed by all the Dwelling Unit Owners and all Institutional Mortgagees holding mortgages thereon and shall be recorded in the same manner as provided in Paragraph 27.1; provided, however, no amendment to this Declaration shall change the method of determining Annual Assessments unless approved in writing by the Institutional Mortgagees holding mortgages encumbering two-thirds (2/3) of the Dwelling Units encumbered by mortgages held by Institutional Mortgagees.

27.3. Defect, Error or Omission.

Whenever it shall appear to the Board that there is a defect, error or omission in the Declaration, or in other documentation required by law to establish this Condominium, the Association, through its Board, shall immediately call for a special meeting of the Dwelling Unit Owners to consider amending the Declaration or other Condominium Documents. Upon the affirmative vote of one-third (1/3) of the Dwelling Unit Owners, with there being more positive votes than negative votes, the Association shall amend the appropriate documents. A true copy of such amendment shall be sent in conformance with the Mailing. The amendment shall become effective upon the recording of the certificate amongst the Public Records, but the certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty (30) day period is waived in writing by Developer and all Institutional Mortgagees.

27.4. Rights of Developer and Institutional Mortgagees.

No amendment shall be passed which shall impair or prejudice the rights or priorities of Developer, the Association or any Institutional Mortgagee under this Declaration and the other Condominium Documents without the specific written approval of Developer, the Association or any Institutional Mortgagees affected thereby. In addition, any amendment that would affect the Surface Water Management System, including the conservation areas or water management portions of the Common Elements, must have the prior approval of the St. Johns River Water Management District.



27.5. Scrivener's Error.

The Association may amend this Declaration and any exhibits hereto, in order to correct a scrivener's error or other defect or omission by the affirmative vote of two-thirds (2/3) of the Board without the consent of the Dwelling Unit Owners provided that such amendment does not materially and adversely affect the rights of Dwelling Unit Owners, lienors or mortgagees. This amendment shall be signed by the President of the Association and a copy of the amendment shall be furnished to the Association and all Listed Mortgagees and sent pursuant to the Mailing as soon after recording thereof amongst the Public Records as is practicable.

27.6. Amendments Required by Secondary Mortgage Market Institutions.

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

27.7. Material Amendment or Extraordinary Action.

Any material amendment or extraordinary action proposed during the period in which Declarant retains its Class B status must also be approved by the Federal Housing Administration ("FHA") and the Department of Veterans Affairs ("VA") if any Unit within the Property has been financed by a mortgage insured by FHA or guaranteed by VA. The Association shall deliver written notice of the proposed material amendment or extraordinary action to the FHA and VA simultaneously with its notice to the Members. If the FHA or VA fails to deliver written notice to the Association of its objection to the proposed material amendment or extraordinary action within 30 days after receipt of the notice, FHA and VA will be deemed to have approved the matters contained in the notice, and the Association shall be entitled to record an affidavit signed by an authorized officer averring that written notice was delivered to the FHA and VA and no objection was timely received from such agencies.

27.7. Amendments Regarding Tenants.

Any amendment to any of the Condominium Documents granting the Association or the Board the right to approve or in any manner screen tenants of any Dwelling Unit Owner must first be approved by a majority of the Board and three-fourths (3/4) of all Dwelling Units Owners (at a duly called meeting of the Dwelling Unit Owners at which a quorum is present).

27.8. Condominium Documents.

The Articles, Bylaws, Master Declaration and other Condominium Documents shall be amended as provided in such documents.

27.9. Form of Amendment.

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

28. PROVISIONS SETTING FORTH THE RIGHT OF DEVELOPER TO SELL  
DWELLING UNITS OWNED BY IT FREE OF RESTRICTIONS  
SET FORTH IN ARTICLE 16

28.1. Developer's Right to Convey.

The provisions, restrictions, terms and conditions of Article 16 hereof shall not apply to Developer as a Dwelling Unit Owner, and in the event and so long as Developer shall own any Dwelling Unit, whether by reacquisition or otherwise, Developer shall have the absolute right to sell, convey, transfer, mortgage or encumber in any way any such Dwelling Unit upon any terms and conditions as it shall deem to be in its own best interests.

28.2. Developer's Right to Transact Business

Developer reserves and shall have the right to enter into and transact on the Condominium Property and other portions of Summer Grove any business necessary to consummate the sale, lease or encumbrance of Dwelling Units, including the right to maintain models and a sales and/or leasing office, place signs, employ sales personnel, hold promotional parties, use the Common Elements and show Dwelling Units and including the right to carry on construction activities of all types necessary to construct all improvements in Summer Grove pursuant to the plan for development as set forth in Articles 5 and 6 hereof. Any such models, sales and/or leasing office, signs and any other items pertaining to such sales and/or leasing efforts shall not be considered a part of the Common Elements and shall remain the property of Developer.

28.3. Assignment.

This Article 28 may not be suspended, superseded or modified in any manner by any amendment to the Declaration, unless such amendment is consented to in writing by Developer. The right of use and transaction of business as set forth in this Article 28 may be assigned in writing by Developer in whole or in part.

29. GENERAL PROVISIONS

29.1. Withdrawal Notice and Other Units.

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

29.1.2. Rights of Dwelling Unit Owners of Other Units to Use Phase 16 and Easements Created for Access. In the event that Developer constructs Other Units, the owners of such Other Units ("Other Unit Owners") and their family members, guests, invitees, and lessees may have as an appurtenance to and a covenant running with such Other Units: (i) the right to use and enjoy any landscaped areas, walks, drives, parking areas, other facilities and improvements, including, but not limited to, the real property and all improvements which comprise Phase 16 (whether or not added to the Condominium Property) in the same manner and with the same privileges as Owners have or may have from time to time; and (ii) a perpetual nonexclusive easement over, across and through Phase 16 for the use and enjoyment thereof and from and to public ways, including dedicated streets. Owners shall have a similar perpetual nonexclusive easement for ingress and egress and access to, over and across the walks and other rights-of-way located upon the portion of the Land covered by a Withdrawal Notice from and to public ways, including dedicated streets and Phase 16 subject to rules and regulations established by the Association governing the use and enjoyment of such easements. The Association shall not establish any rule or regulation with respect to the use and enjoyment of Phase 16, or the easements created by this Paragraph 29.1.2 which do not apply uniformly to the Owners, Other Unit Owners and their respective family members, guests, invitees and lessees.

29.1.3. Obligations of Other Units. In the event that Developer develops Other Units, the Association shall itemize separately in the annual budgets of the Association, and all adjustments and revisions thereto, the expenses ("Other Unit Expenses") anticipated to be incurred by the Association to administer, operate, maintain, repair, and improve Phase 16, including, but not limited to, the cost and expense of any taxes and insurance which can be determined as applicable solely to Phase 16. The Other Unit Expenses shall be assessed equally among all existing Units and the "Other Units Subject to Assessment" (as hereinafter defined). Each Unit's share of the Other Unit Expenses shall be the product of the multiplication of the Other Unit Expenses multiplied by a

fraction, the numerator of which is one (1) and the denominator of which is the "Total Units" (as hereinafter defined). Each Other Unit Subject to Assessment shall also be responsible for its proportionate share of any expense with respect solely to Phase 16, which would be subject to a Special Assessment against Units. "Other Units Subject to Assessment" shall mean the total number of Other Units developed from time to time on any portion of the Land originally intended to be a Subsequent Phase with respect to which the Developer has recorded amongst the Public Records a Withdrawal Notice and to which Developer has granted the right to use the improvements located upon Phase 16, which shall become subject to assessment upon the recording amongst the Public Records of a declaration of condominium submitting such Other Units to the condominium form of ownership. "Total Units" as used herein shall mean the sum of the number of Units within the Condominium and the number of Other Units Subject to Assessment as determined from time to time. In the event of condemnation of any Other Units Subject to Assessment, assessments against such Other Units Subject to Assessment shall be reduced or eliminated on the same basis as Assessments shall be reduced or eliminated with respect to Units.

29.1.4. Liens upon Other Units. There shall be a charge on and continuing lien upon all Other Units Subject to Assessment against which assessment is made as provided in Paragraph 31 which shall be subject to all provisions herein to which Dwelling Units are subject, including, but not limited to, the rights of foreclosure of Other Units Subject to Assessment and such right shall be set forth in the documents establishing the Other Units.

29.1.5. Conflict with Other Provisions. The matters set forth in Paragraphs 29.1.2, 29.1.3 and 29.1.4 shall only become applicable if, as and when Developer develops Other Units, and, in such event, shall control in the event of any conflict between the terms and provisions of such Paragraphs 29.1.2, 29.1.3 and 29.1.4 and the terms and provisions of any other Paragraphs in this Declaration. Amendment of this Article 29 shall require, in addition to any votes or approvals elsewhere required, the written consent of Developer for so long as Developer owns any Dwelling Units or Other Units or any portion of the Land upon which they can be built and by a majority of the Other Unit Owners, if any.

29.1.6 Merger. In the event Developer develops Other Units which are submitted to the condominium form of ownership, the Association may merge the condominiums operated by the Association by calling a special meeting for such purpose, obtaining the affirmative vote of seventy-five percent (75%) of the owners in each such condominium, obtaining the approval of all record owners of liens, and upon the recording of new or amended Articles of Incorporation, Declarations, and Bylaws.

## 29.2 Multicondominium

In the event there are Other Units, as described in Paragraph 28.1 hereinabove, which are units in a condominium or condominiums operated by the Association ("Multicondominium"), then in addition to the provisions of Paragraph 29.1, the following provisions shall also apply.

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

Developer currently has no plans to have Other Unit Owners in any such Multicondominium share common elements, other than the easement provided in subparagraph 29.1.2 hereinabove, or to add any property to be owned by the Association.

In the event Developer creates a Multicondominium, each Multicondominium unit shall have appurtenant thereto one (1) vote in the Association, which shall be exercised personally by the unit owner.

#### 29.3. Severability.

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

#### 29.4. Rights of Mortgagees.

29.4.1. Right to Notice. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Condominium Documents and the books, records and financial statements of the Association to Dwelling Unit Owners and the holders, insurers or guarantors of any first mortgages encumbering Dwelling Units. In addition, evidence of insurance shall be issued to each Dwelling Unit Owner and mortgagee holding a mortgage encumbering a Dwelling Unit upon written request to the Association.

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

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

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

29.4.2.3. Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Dwelling Unit; and

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

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

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

29.5. Developer Approval of Association Actions.

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

- (i) Assessment of Developer as a Dwelling Unit Owner for capital improvements; and
- (ii) Any action by the Association that would be detrimental to the sale or leasing of Dwelling Units by Developer.

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

29.6. Notices.

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Dwelling Unit Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Dwelling Unit owned by such Owner; (ii) the Association, certified mail, return receipt requested, at 6620 Southpoint Drive South, Suite 400, Jacksonville, FL 32216, or such other address as the Association shall hereinafter notify Developer and the Dwelling Unit Owners of in writing; and (iii) Developer, certified mail, return receipt requested, at 6620 Southpoint Drive South, Suite 400, Jacksonville, FL 32216, or such other address or addresses as Developer shall hereinafter notify the Association of in writing, any such notice to the Association of a change in Developer's address being deemed notice to the Dwelling Unit Owners. Upon request of a Dwelling Unit Owner the Association shall furnish to such Dwelling Unit Owner the then current address for Developer as reflected by the Association records.

29.7. No Time-Share Estates.

Pursuant to the requirements of Section 718.403(2)(f) of the Act, it is hereby specified that no time share estates will be created with respect to Dwelling Units in any Phase.

29.8. Assignment of Developer's Rights

Developer shall have the right to assign, in whole or in part, any of its rights granted under this Declaration.

29.9. Security.

The Association may, but shall not be obligated to, maintain or support certain activities within the Condominium designed to make the Condominium safer than it otherwise might be. Developer shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Developer. Additionally, NEITHER DEVELOPER NOR THE ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE. ALL DWELLING UNIT OWNERS AGREE TO HOLD DEVELOPER AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION,

DEVELOPER, NOR ANY SUCCESSOR DEVELOPER SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE CONDOMINIUM. NEITHER THE ASSOCIATION, DEVELOPER, NOR ANY SUCCESSOR DEVELOPER SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL DWELLING UNIT OWNERS AND OCCUPANTS OF ANY DWELLING UNIT, AND TENANTS, GUESTS AND INVITEES OF A DWELLING UNIT OWNER, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, DEVELOPER, OR ANY SUCCESSOR DEVELOPER DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DEVELOPER OR THE ASSOCIATION MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH DWELLING UNIT OWNER AND OCCUPANT OF ANY DWELLING UNIT AND EACH TENANT, GUEST AND INVITEE OF A DWELLING UNIT OWNER, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD, DEVELOPER, OR ANY SUCCESSOR DEVELOPER ARE NOT INSURERS AND THAT EACH DWELLING UNIT OWNER AND OCCUPANT OF ANY DWELLING UNIT AND EACH TENANT, GUEST AND INVITEE OF A DWELLING UNIT OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLING UNITS AND TO THE CONTENTS OF DWELLING UNITS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD, DEVELOPER, NOR ANY SUCCESSOR DEVELOPER HAVE MADE NEITHER REPRESENTATIONS NOR WARRANTIES NOR HAS ANY DWELLING UNIT OWNER OR OCCUPANT OF ANY DWELLING UNIT, OR ANY TENANT, GUEST OR INVITEE OF A DWELLING UNIT OWNER RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE CONDOMINIUM, IF ANY.

### 30. PROVISIONS RELATING TO TERMINATION

The Condominium may be terminated in the following manner:

#### 30.1. Agreement

The Condominium may be terminated at any time by written agreement of the Owners of at least three-fourths (3/4) of the Dwelling Units and the "Primary Institutional Mortgagee," which shall be the Institutional Mortgagee holding the largest dollar amount of mortgages on the Condominium Property.



30.2. Very Substantial Damage

If the Condominium suffers damage to the extent defined in subparagraph 13.6.3 above, and it is not decided as provided in subparagraph 13.6.3 that the Condominium will be reconstructed or repaired, the condominium form of ownership of the property in this Condominium will be terminated.

30.3. Certificate of Termination; Termination Trustee

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

30.4. Wind-up of Association Affairs

The termination of the Condominium does not, by itself, terminate the Association. The former Dwelling Unit Owners and their successors and assigns shall continue to be members of the Association, and the members of the Board and the officers of the Association shall continue to have the powers granted in this Declaration, the Articles and Bylaws for the purpose of winding up the affairs of the Association in accordance with this Article 30.

IN WITNESS WHEREOF, Developer has caused these presents to be duly executed this 23 day of January, 2003.

WITNESSES:

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

Lisa Boyd  
Signature

Lisa Boyd  
Printed Name

Tina Thompson  
Signature

Tina Thompson  
Printed Name

By: Brian C. Paul  
BRIAN C. PAUL, Division President

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 23 day of January, 2003, by BRIAN C. PAUL, the Division President of the North Florida Division of CENTEX REAL ESTATE CORPORATION, a Nevada corporation on behalf of the corporation, as the General Partner of CENTEX HOMES, a Nevada general partnership, who are personally known to me. They affixed thereto the seal of the corporation.

My Commission Expires:

Carol Hart Flow  
Notary Public  
Carol Hart Flow  
Printed Name of Notary Public



Carol Hart Flow  
MY COMMISSION # DD126037 EXPIRES  
August 25, 2006  
BONDED THRU TROY FAIN INSURANCE, INC

EXHIBIT A  
TO  
DECLARATION OF CONDOMINIUM  
OF  
SUMMER GROVE, A CONDOMINIUM

Legal Description of the Land

## Exhibit "A"

LEGAL DESCRIPTION:

Book 10881 Page 76

SUMMER GROVE CONDOMINIUMS

A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PRITMORE ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE EASTERLY LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, (ALSO BEING THE NORTHEAST CORNER OF LANDS RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 5096, PAGE 567) AND RUN SOUTH 02° 07' 30" EAST, ALONG SAID EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32 (ALSO BEING THE EASTERLY LINE OF SAID OFFICIAL RECORDS VOLUME 5096, PAGE 567 AND THE EASTERLY LINE OF LANDS RECORDED IN SAID OFFICIAL RECORDS IN VOLUME 3728, PAGE 733), A DISTANCE OF 485.62 FEET TO THE NORTHEAST CORNER OF LANDS RECORDED IN SAID OFFICIAL RECORDS IN VOLUME 5677, PAGE 971; THENCE NORTH 89° 38' 00" WEST, ALONG THE NORTHERLY LINE OF SAID OFFICIAL RECORDS VOLUME 5677, PAGE 971, A DISTANCE OF 44.00 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE SOUTH 85° 57' 16" WEST, CONTINUING ALONG SAID NORTHERLY LINE, 155.98 FEET TO THE NORTHWEST CORNER OF SAID OFFICIAL RECORDS VOLUME 5677, PAGE 971; THENCE SOUTH 02° 07' 30" EAST, ALONG THE WESTERLY LINE OF SAID OFFICIAL RECORDS VOLUME 5677, PAGE 971, A DISTANCE OF 130.30 FEET TO A POINT ON THE SOUTHERLY LINE OF PREVIOUSLY MENTIONED OFFICIAL RECORDS VOLUME 3728, PAGE 733; THENCE NORTH 89° 38' 00" WEST, ALONG LAST SAID SOUTHERLY LINE, 623.52 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF OLD ST. AUGUSTINE ROAD (A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 31° 41' 00" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 35.39 FEET; THENCE SOUTH 89° 38' 00" EAST, ALONG THE SOUTHERLY LINE OF LANDS RECORDED IN SAID OFFICIAL RECORDS IN VOLUME 5116, PAGE 1286; THENCE NORTH 02° 07' 30" WEST, ALONG THE EASTERLY LINE OF SAID OFFICIAL RECORDS 5116, PAGE 1286 (ALSO BEING THE WESTERLY LINE OF PREVIOUSLY MENTIONED OFFICIAL RECORDS VOLUME 3728 PAGE 733), A DISTANCE OF 257.30 FEET TO THE NORTHWEST CORNER OF SAID OFFICIAL RECORDS VOLUME 3728, PAGE 733; THENCE NORTH 89° 38' 00" WEST, ALONG THE SOUTHERLY LINE OF LANDS RECORDED IN SAID OFFICIAL RECORDS IN VOLUME 5499, PAGE 1460, TO AND ALONG THE SOUTHERLY LINE OF LANDS RECORDED IN SAID OFFICIAL RECORDS IN VOLUME 5857, PAGE 839, A DISTANCE OF 100.95 FEET TO THE SOUTHWESTERLY CORNER OF SAID OFFICIAL RECORDS 5857, PAGE 839; THENCE NORTH 06° 27' 30" WEST, ALONG THE WESTERLY LINE OF LAST MENTIONED LANDS, TO AND ALONG THE EASTERLY LINE OF LANDS RECORDED IN SAID OFFICIAL RECORDS IN VOLUME 5857, PAGE 841, A DISTANCE OF 338.99 FEET TO A POINT ON THE PREVIOUSLY MENTIONED SOUTHERLY RIGHT OF WAY LINE OF PRITMORE ROAD; THENCE SOUTH 89° 55' 14" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 735.47 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 9.15 ACRES, MORE OR LESS.

EXHIBITS B-1 THROUGH B-16  
TO  
DECLARATION OF CONDOMINIUM  
OF  
SUMMER GROVE, A CONDOMINIUM

Legal Descriptions and Surveys, Plot Plans  
and Graphic Descriptions of Improvements  
for Phases 1 through 16, inclusive

OFFICE PHONE 396-2623  
FAX PHONE 396-2633

**CLARSON AND ASSOCIATES INC.**

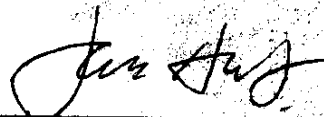
**PROFESSIONAL SURVEYORS & MAPPERS**

**1643 NALDO AVENUE**

**JACKSONVILLE, FLORIDA 32207**

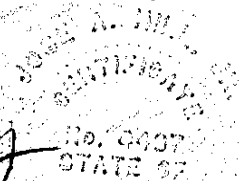
**SURVEYOR'S CERTIFICATE**

I, Jose A. Hill, Jr., a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Building 100, Units 57, 58, 59, 60, 61, 62, 63 and 64, inclusive, of Summer Grove a Condominium, according to the Declaration of Condominium thereof recorded in the Public Records of Duval County, Florida. I hereby certify that the construction of all improvements, including landscaping, utility services and access to units, and common element facilities servicing such buildings are substantially complete, so that the material contained in the survey and graphic description of the improvements, together with the provisions of said Declaration of Condominium describing the condominium property, are an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements, limited common elements, and of each unit can be determined from these materials.



Jose A. Hill, Jr.  
Florida Registered Surveyor No. 4487

Date: January 20, 2003



OFFICE PHONE 396-2623  
FAX PHONE 396-2633

**CLARSON AND ASSOCIATES INC.**

**PROFESSIONAL SURVEYORS & MAPPERS**

**1643 NALDO AVENUE**

**JACKSONVILLE, FLORIDA 32207**

JANUARY 24, 2002

**SUMMER GROVE, A CONDOMINIUM**

**PHASE 1**

**(BUILDING 100)**

**LEGAL DESCRIPTION**

A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PRITMORE ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE EASTERLY LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32 (ALSO BEING THE NORTHEAST CORNER OF LANDS RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 5096, PAGE 567) AND RUN SOUTH 02° 07' 30" EAST, ALONG SAID EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, A DISTANCE OF 390.75 FEET; THENCE SOUTH 87° 52' 30" WEST, A DISTANCE OF 135.89 FEET; THENCE NORTH 75° 09' 55" WEST, A DISTANCE OF 46.33 FEET; THENCE NORTH 02° 07' 30" WEST, A DISTANCE OF 123.21 FEET; THENCE NORTH 42° 43' 13" EAST, A DISTANCE OF 35.03 FEET; THENCE NORTH 89° 55' 14" WEST, A DISTANCE OF 150.80 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 89° 55' 14" WEST, A DISTANCE OF 146.89 FEET; THENCE NORTH 02° 07' 30" WEST, A DISTANCE OF 94.03 FEET; THENCE NORTH 76° 57' 56" EAST, A DISTANCE OF 13.39 FEET; THENCE SOUTH 89° 55' 14" EAST, A DISTANCE OF 137.47 FEET; THENCE SOUTH 00° 04' 46" WEST, A DISTANCE OF 97.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 0.331 ACRES, MORE OR LESS.





OFFICE PHONE 396-2623  
FAX PHONE 396-2633

**CLARSON AND ASSOCIATES INC.**

**PROFESSIONAL SURVEYORS & MAPPERS**

**1643 NALDO AVENUE**

**JACKSONVILLE, FLORIDA 32207**

JANUARY 23, 2002

**SUMMER GROVE, A CONDOMINIUM**  
**PHASE 2**

**LEGAL DESCRIPTION**

A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

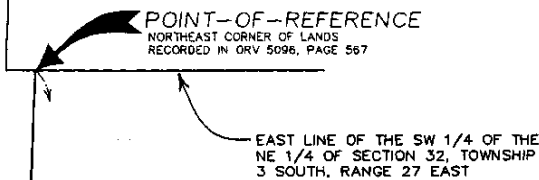
FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PRITMORE ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE EASTERLY LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32 (ALSO BEING THE NORTHEAST CORNER OF LANDS RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 5096, PAGE 567) AND RUN NORTH 89° 55' 14" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF PRITMORE ROAD, A DISTANCE OF 495.83 FEET; THENCE SOUTH 02° 07' 30" EAST, A DISTANCE OF 10.65 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH 02° 07' 30" EAST, A DISTANCE OF 126.90 FEET; THENCE SOUTH 87° 52' 30" WEST, A DISTANCE OF 97.00 FEET; THENCE NORTH 02° 07' 30" WEST, A DISTANCE OF 126.90 FEET; THENCE NORTH 87° 52' 30" EAST, A DISTANCE OF 97.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 0.283 ACRES, MORE OR LESS.

SITE PLAN  
**SUMMER GROVE, A CONDOMINIUM**  
 PART OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA  
PHASE 2

ORV 5096, PAGE 567

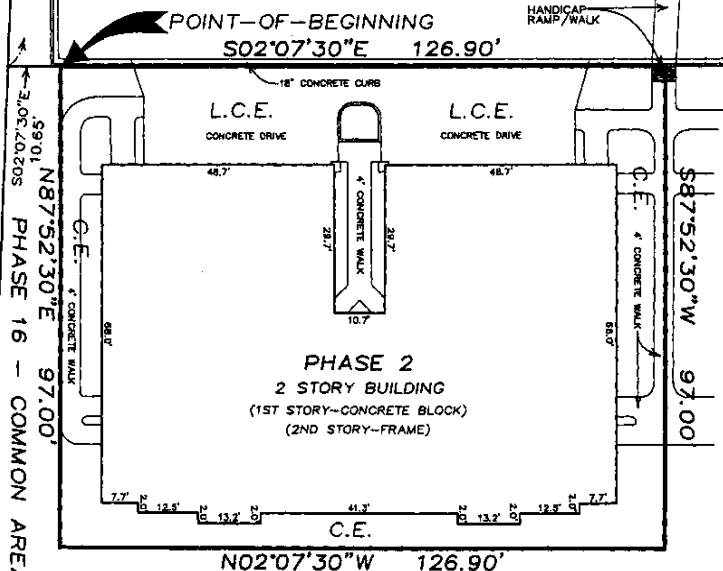


**LEGEND:**  
 C.E. COMMON ELEMENT  
 L.C.E. LIMITED COMMON ELEMENT

PRITMORE ROAD (66' R/W)  
 (EXISTING ASPHALT PAVEMENT)

NB89°55'14"W 495.83'  
 SOUTHERLY R/W LINE  
 OF PRITMORE ROAD

PHASE 16 - COMMON AREA



**NOTES:**

1. SEE DRAWING No. B-1902 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. ALL IMPROVEMENTS SHOWN ARE PROPOSED UNLESS NOTED.
3. THE PROPERTY SURVEYED HEREON APPEARS TO LIE WITHIN FLOOD ZONE "X" AS SCALED FROM THE FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NO. 120077 - 0208E, DATED 8-15-89.
4. BEARING REFERENCE: NB9°38'00"W FOR THE SOUTHERLY LINE OF ORV 3728, PAGE 733.

DATE: JANUARY 28, 2002  
 SCALE: 1" = 30'

SHEET \_\_\_ OF \_\_\_ SHEETS

PREPARED BY:  
**CLARSON & ASSOCIATES, INC.**  
 PROFESSIONAL LAND SURVEYORS  
 1843 NALDO AVENUE  
 JACKSONVILLE, FLORIDA, 32207  
 PHONE: (904)-396-2823  
 FAX: (904)-396-2833

**CLARSON AND ASSOCIATES INC.**

PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

JANUARY 23, 2002

**SUMMER GROVE, A CONDOMINIUM**  
**PHASE 3**

**LEGAL DESCRIPTION**

A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PRITMORE ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE EASTERLY LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32 (ALSO BEING THE NORTHEAST CORNER OF LANDS RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 5096, PAGE 567) AND RUN NORTH 89° 55' 14" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF PRITMORE ROAD, A DISTANCE OF 338.16 FEET; THENCE SOUTH 00° 04' 46" WEST, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH 00° 04' 46" WEST, A DISTANCE OF 93.84 FEET; SOUTH 76° 42' 27" WEST, A DISTANCE OF 13.64 FEET; THENCE NORTH 89° 55' 14" WEST, A DISTANCE OF 86.64 FEET; NORTH 60° 17' 34" WEST, A DISTANCE OF 29.17 FEET; THENCE NORTH 00° 04' 46" EAST, A DISTANCE OF 82.58 FEET; THENCE SOUTH 89° 55' 14" EAST, A DISTANCE OF 125.27 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 0.274 ACRES, MORE OR LESS.

SITE PLAN  
**SUMMER GROVE, A CONDOMINIUM**  
 PART OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA  
PHASE 3

ORV 5096, PAGE 567

**POINT-OF-REFERENCE**  
 NORTHEAST CORNER OF LANDS  
 RECORDED IN ORV 5096, PAGE 567

EAST LINE OF THE SW 1/4 OF THE  
 NE 1/4 OF SECTION 32, TOWNSHIP  
 3 SOUTH, RANGE 27 EAST

**LEGEND:**

C.E. COMMON ELEMENT  
 L.C.E. LIMITED COMMON ELEMENT

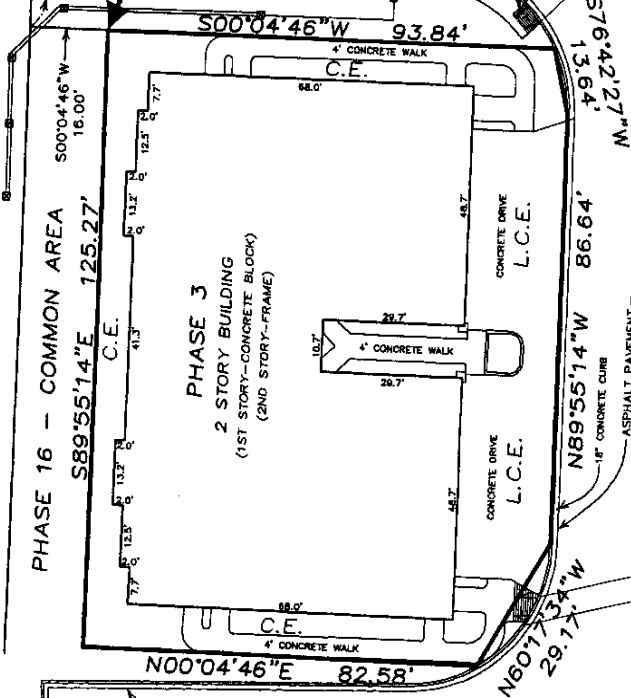
PRITMORE ROAD (66' R/W)  
 (EXISTING ASPHALT PAVEMENT)

N89°55'14"W 338.16'  
 SOUTHERLY R/W LINE  
 OF PRITMORE ROAD

**POINT-OF-BEGINNING**

PHASE 16 - COMMON AREA

PHASE 16 - COMMON AREA  
 500°04'46"W 16.00'  
 589°55'14"E 125.27'  
 C.E.



PHASE 16 - COMMON AREA

**NOTES:**

1. SEE DRAWING No. B-1902 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. ALL IMPROVEMENTS SHOWN ARE PROPOSED UNLESS NOTED.
3. THE PROPERTY SURVEYED HEREON APPEARS TO LIE WITHIN FLOOD ZONE "X" AS SCALED FROM THE FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NO. 120077 - 0208E, DATED 8-15-89.
4. BEARING REFERENCE: N89°38'00"W FOR THE SOUTHERLY LINE OF ORV 3728, PAGE 733.

DATE: JANUARY 28, 2002  
 SCALE: 1" = 30'

SHEET \_\_\_ OF \_\_\_ SHEETS

PREPARED BY:  
**CLARSON & ASSOCIATES, INC.**  
 PROFESSIONAL LAND SURVEYORS  
 1643 MALDO AVENUE  
 JACKSONVILLE, FLORIDA, 32207  
 PHONE: (904)-398-2823  
 FAX: (904)-398-2833

OFFICE PHONE 396-2623  
FAX PHONE 396-2633

**CLARSON AND ASSOCIATES INC.**

**PROFESSIONAL SURVEYORS & MAPPERS**

**1643 NALDO AVENUE**

**JACKSONVILLE, FLORIDA 32207**

JANUARY 23, 2002

**SUMMER GROVE, A CONDOMINIUM**  
**PHASE 4**

**LEGAL DESCRIPTION**

A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PRITMORE ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE EASTERLY LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32 (ALSO BEING THE NORTHEAST CORNER OF LANDS RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 5096, PAGE 567) AND RUN NORTH 89° 55' 14" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF PRITMORE ROAD, A DISTANCE OF 495.83 FEET; THENCE SOUTH 02° 07' 30" EAST, A DISTANCE OF 137.55 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH 02° 07' 30" EAST, A DISTANCE OF 128.50 FEET; THENCE SOUTH 87° 52' 30" WEST, A DISTANCE OF 97.00 FEET; THENCE NORTH 02° 07' 30" WEST, A DISTANCE OF 128.50 FEET; THENCE NORTH 87° 52' 30" EAST, A DISTANCE OF 97.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 0.286 ACRES, MORE OR LESS.

SITE PLAN  
**SUMMER GROVE, A CONDOMINIUM**  
 PART OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA  
PHASE 4

ORV 5096, PAGE 567



**POINT-OF-REFERENCE**  
 NORTHEAST CORNER OF LANDS  
 RECORDED IN ORV 5096, PAGE 567

EAST LINE OF THE SW 1/4 OF THE  
 NE 1/4 OF SECTION 32, TOWNSHIP  
 3 SOUTH, RANGE 27 EAST

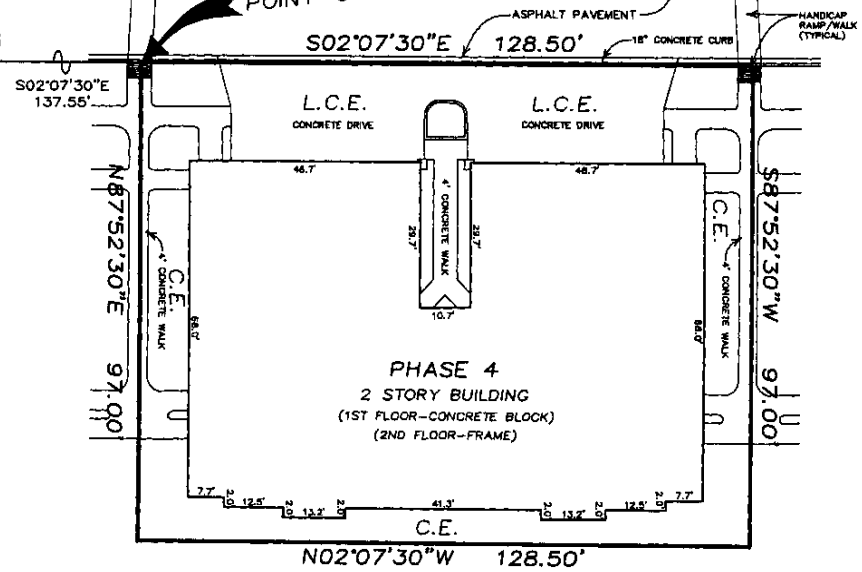
PRITMORE ROAD (66' R/W)  
 (EXISTING ASPHALT PAVEMENT)

N89°55'14"W 495.83'  
 SOUTHERLY R/W LINE  
 OF PRITMORE ROAD

**LEGEND:**  
 C.E. COMMON ELEMENT  
 L.C.E. LIMITED COMMON ELEMENT

PHASE 16 - COMMON AREA

**POINT-OF-BEGINNING**



PHASE 16 - COMMON AREA

**NOTES:**

1. SEE DRAWING No. B-1502 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. ALL IMPROVEMENTS SHOWN ARE PROPOSED UNLESS NOTED.
3. THE PROPERTY SURVEYED HEREON APPEARS TO LIE WITHIN FLOOD ZONE "X" AS SCALED FROM THE FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NO. 120077 - 02DBE, DATED 6-15-89.
4. BEARING REFERENCE: N89°38'00"W FOR THE SOUTHERLY LINE OF ORV 3728, PAGE 733.

DATE: JANUARY 28, 2002  
 SCALE: 1" = 30'

SHEET \_\_\_ OF \_\_\_ SHEETS

PREPARED BY:  
**CLARSON & ASSOCIATES, INC.**  
 PROFESSIONAL LAND SURVEYORS  
 1643 NALDO AVENUE  
 JACKSONVILLE, FLORIDA, 32207  
 PHONE: (904)-388-2823  
 FAX: (904)-388-2633

**CLARSON AND ASSOCIATES INC.**

PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

JANUARY 24, 2002

**SUMMER GROVE, A CONDOMINIUM**  
**PHASE 5**

**LEGAL DESCRIPTION**

A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PRITMORE ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE EASTERLY LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32 (ALSO BEING THE NORTHEAST CORNER OF LANDS RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 5096, PAGE 567) AND RUN SOUTH  $02^{\circ} 07' 30''$  EAST, ALONG SAID EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, A DISTANCE OF 390.75 FEET; THENCE SOUTH  $87^{\circ} 52' 30''$  WEST, A DISTANCE OF 135.89 FEET; THENCE NORTH  $75^{\circ} 09' 55''$  WEST, A DISTANCE OF 46.33 FEET; THENCE SOUTH  $89^{\circ} 37' 58''$  WEST, A DISTANCE OF 97.05 FEET; THENCE NORTH  $52^{\circ} 44' 50''$  WEST, A DISTANCE OF 124.53 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH  $02^{\circ} 07' 30''$  EAST, A DISTANCE OF 127.45 FEET; THENCE SOUTH  $89^{\circ} 40' 01''$  WEST, A DISTANCE OF 95.06 FEET; THENCE NORTH  $12^{\circ} 42' 04''$  WEST, A DISTANCE OF 10.83 FEET; THENCE NORTH  $02^{\circ} 07' 30''$  WEST, A DISTANCE OF 112.49 FEET; THENCE NORTH  $59^{\circ} 39' 13''$  EAST, A DISTANCE OF 2.84 FEET; THENCE NORTH  $87^{\circ} 52' 30''$  EAST, A DISTANCE OF 94.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 0.280 ACRES, MORE OR LESS.

SITE PLAN  
**SUMMER GROVE, A CONDOMINIUM**  
 PART OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA  
PHASE 5

ORV 5096, PAGE 567



PRITMORE ROAD (66' R/W)  
 (EXISTING ASPHALT PAVEMENT)

SOUTHERLY R/W LINE  
 OF PRITMORE ROAD

POINT-OF-REFERENCE  
 NORTHEAST CORNER OF LANDS  
 RECORDED IN ORV 5096, PAGE 567

S02°07'30"E  
 390.75'

S87°52'30"W  
 135.99'

EAST LINE OF THE SW 1/4 OF THE  
 NE 1/4 OF SECTION 32, TOWNSHIP  
 3 SOUTH, RANGE 27 EAST

N75°09'55"W  
 46.33'

S89°37'58"W  
 97.05'

POINT-OF-BEGINNING  
 N52°44'55"W  
 124.53'

LEGEND:  
 C.E. COMMON ELEMENT  
 L.C.E. LIMITED COMMON ELEMENT

PHASE 16 - COMMON AREA

S02°07'30"E 127.45'

PHASE 5  
 2 STORY BUILDING  
 (1ST FLOOR-CONCRETE BLOCK)  
 (2ND FLOOR-FRAME)

PHASE 16 - COMMON AREA

PHASE 16 - COMMON AREA

N87°52'30"E 94.50'

S89°40'01"W 95.06'

N59°39'13"E 228.4'

N02°07'30"W 112.49'

N12°42'04"W 10.83'

PHASE 16 - COMMON AREA

NOTES:

1. SEE DRAWING No. B-1902 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. ALL IMPROVEMENTS SHOWN ARE PROPOSED UNLESS NOTED.
3. THE PROPERTY SURVEYED HEREON APPEARS TO LIE WITHIN FLOOD ZONE "X" AS SCALED FROM THE FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NO. 120077 - 0208E, DATED 8-15-89.
4. BEARING REFERENCE: N89°36'00"W FOR THE SOUTHERLY LINE OF DRV 3728, PAGE 733.

DATE: JANUARY 28, 2002  
 SCALE: 1" = 30'

SHEET \_\_\_ OF \_\_\_ SHEETS

PREPARED BY:  
**CLARSON & ASSOCIATES, INC.**  
 PROFESSIONAL LAND SURVEYORS  
 1643 NALDO AVENUE  
 JACKSONVILLE, FLORIDA, 32207  
 PHONE: (904)-398-2822  
 FAX: (904)-398-2833



OFFICE PHONE 396-2623  
FAX PHONE 396-2633

**CLARSON AND ASSOCIATES INC.**

**PROFESSIONAL SURVEYORS & MAPPERS**

**1643 NALDO AVENUE**

**JACKSONVILLE, FLORIDA 32207**

JANUARY 23, 2002

**SUMMER GROVE, A CONDOMINIUM**  
**PHASE 6**

**LEGAL DESCRIPTION**

A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PRITMORE ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE EASTERLY LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32 (ALSO BEING THE NORTHEAST CORNER OF LANDS RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 5096, PAGE 567) AND RUN NORTH 89° 55' 14" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF PRITMORE ROAD, A DISTANCE OF 495.83 FEET; THENCE SOUTH 02° 07' 30" EAST, A DISTANCE OF 266.05 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH 02° 07' 30" EAST, A DISTANCE OF 126.45 FEET; THENCE SOUTH 87° 52' 30" WEST, A DISTANCE OF 97.00 FEET; THENCE NORTH 02° 07' 30" WEST, A DISTANCE OF 126.45 FEET; THENCE NORTH 87° 52' 30" EAST, A DISTANCE OF 97.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 0.282 ACRES, MORE OR LESS.

SITE PLAN  
**SUMMER GROVE, A CONDOMINIUM**  
 PART OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA  
PHASE 6

ORV 5096, PAGE 567



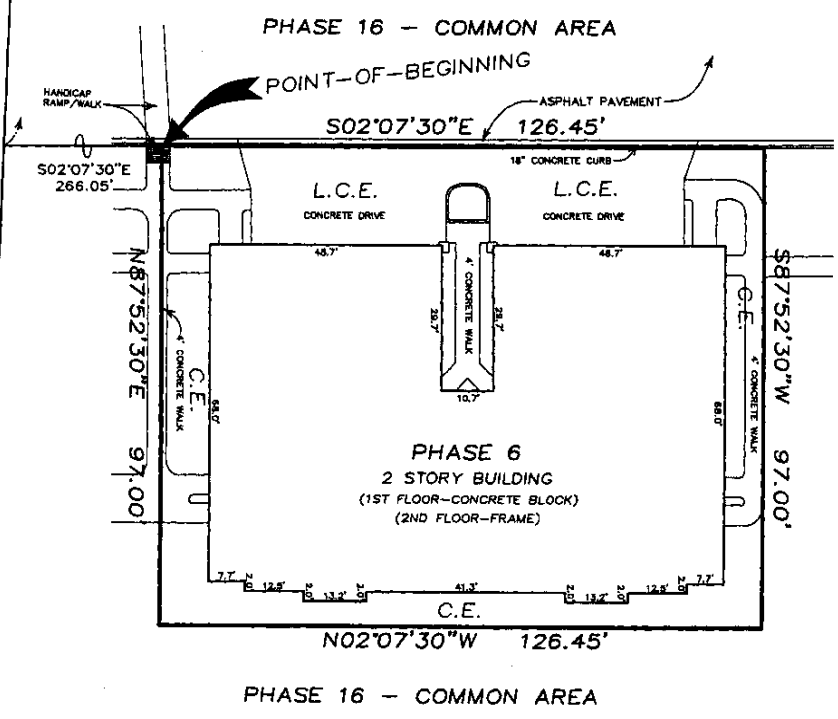
**POINT-OF-REFERENCE**  
 NORTHEAST CORNER OF LANDS  
 RECORDED IN ORV 5096, PAGE 567

EAST LINE OF THE SW 1/4 OF THE  
 NE 1/4 OF SECTION 32, TOWNSHIP  
 3 SOUTH, RANGE 27 EAST

PRITMORE ROAD (66' R/W)  
 (EXISTING ASPHALT PAVEMENT)

N89°55'14"W 495.83'  
 SOUTHERLY R/W LINE  
 OF PRITMORE ROAD

**LEGEND:**  
 C.E. COMMON ELEMENT  
 L.C.E. LIMITED COMMON ELEMENT



- NOTES:**
1. SEE DRAWING No. B-1902 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
  2. ALL IMPROVEMENTS SHOWN ARE PROPOSED UNLESS NOTED.
  3. THE PROPERTY SURVEYED HEREON APPEARS TO LIE WITHIN FLOOD ZONE "X" AS SCALED FROM THE FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NO. 120077 - 02DBE, DATED 8-15-89.
  4. BEARING REFERENCE: N89°38'00"W FOR THE SOUTHERLY LINE OF ORV 3728, PAGE 733.

DATE: JANUARY 28, 2002  
 SCALE: 1" = 30'

SHEET     OF     SHEETS

PREPARED BY:  
**CLARSON & ASSOCIATES, INC.**  
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 1643 MALDO AVENUE  
 JACKSONVILLE, FLORIDA, 32207  
 PHONE: (904)-386-2623  
 FAX: (904)-386-2633

**CLARSON AND ASSOCIATES INC.**

PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

JANUARY 24, 2002

**SUMMER GROVE, A CONDOMINIUM**  
**PHASE 7**

**LEGAL DESCRIPTION**

A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

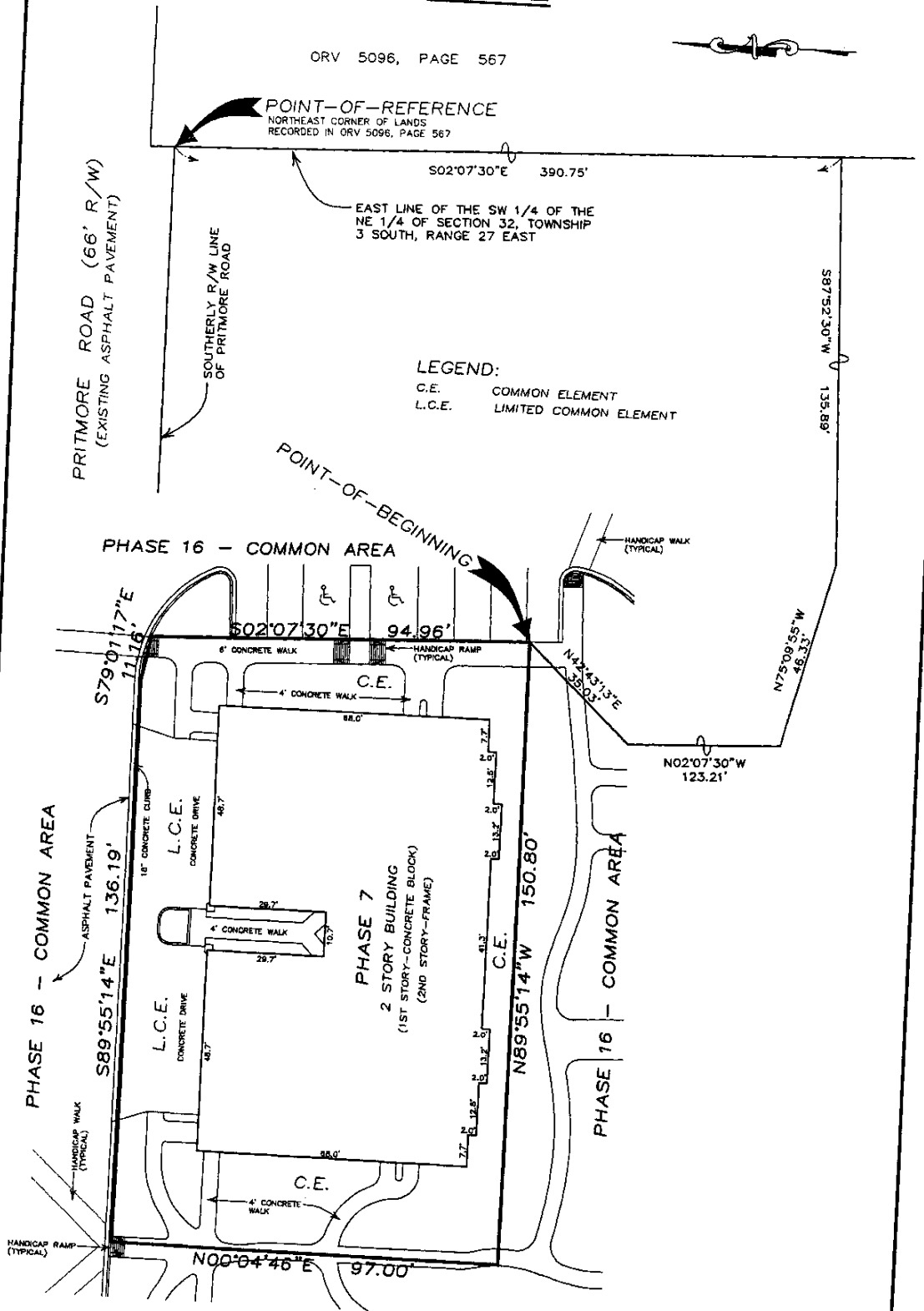
FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PRITMORE ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE EASTERLY LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32 (ALSO BEING THE NORTHEAST CORNER OF LANDS RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 5096, PAGE 567) AND RUN SOUTH 02° 07' 30" EAST, ALONG SAID EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, A DISTANCE OF 390.75 FEET; THENCE SOUTH 87° 52' 30" WEST, A DISTANCE OF 135.89 FEET; THENCE NORTH 75° 09' 55" WEST, A DISTANCE OF 46.33 FEET; THENCE NORTH 02° 07' 30" WEST, A DISTANCE OF 123.21 FEET; THENCE NORTH 42° 43' 13" EAST, A DISTANCE OF 35.03 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 89° 55' 14" WEST, A DISTANCE OF 150.80 FEET; THENCE NORTH 00° 04' 46" EAST, A DISTANCE OF 97.00 FEET; THENCE SOUTH 89° 55' 14" EAST, A DISTANCE OF 136.19 FEET; THENCE SOUTH 79° 01' 17" EAST, A DISTANCE OF 11.16 FEET; THENCE SOUTH 02° 07' 30" EAST, A DISTANCE OF 94.96 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 0.331 ACRES, MORE OR LESS.

SITE PLAN  
**SUMMER GROVE, A CONDOMINIUM**  
 PART OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA  
PHASE 7

ORV 5096, PAGE 567



LEGEND:  
 C.E. COMMON ELEMENT  
 L.C.E. LIMITED COMMON ELEMENT

NOTES:

- SEE DRAWING No. B-1902 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
- ALL IMPROVEMENTS SHOWN ARE PROPOSED UNLESS NOTED.
- THE PROPERTY SURVEYED HEREON APPEARS TO LIE WITHIN FLOOD ZONE "X" AS SCALED FROM THE FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NO. 120077 - 0208E, DATED 8-15-89.
- BEARING REFERENCE: N89°38'00"W FOR THE SOUTHERLY LINE OF ORV 3728, PAGE 733.

DATE: JANUARY 28, 2002  
 SCALE: 1" = 30'

SHEET \_\_\_ OF \_\_\_ SHEETS

PREPARED BY:  
**CLARSON & ASSOCIATES, INC.**  
 PROFESSIONAL LAND SURVEYORS  
 1643 WALDO AVENUE  
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 FAX: (904)-398-2633

**CLARSON AND ASSOCIATES INC.**

PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

JANUARY 22, 2002

**SUMMER GROVE, A CONDOMINIUM**  
**PHASE 8**

**LEGAL DESCRIPTION**

A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

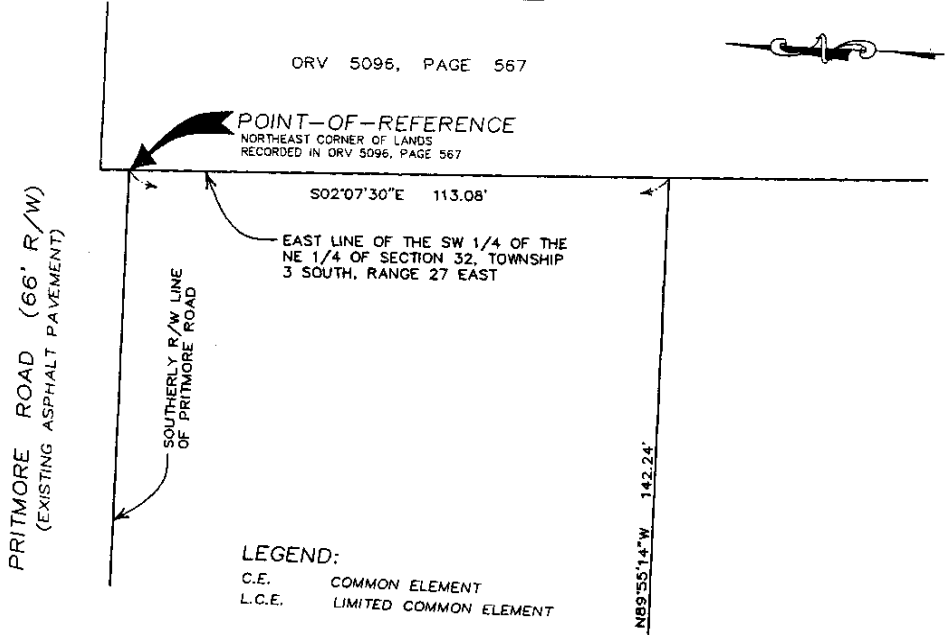
FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PRITMORE ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE EASTERLY LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32 (ALSO BEING THE NORTHEAST CORNER OF LANDS RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 5096, PAGE 567) AND RUN SOUTH  $02^{\circ} 07' 30''$  EAST, ALONG SAID EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, A DISTANCE OF 113.08 FEET; THENCE NORTH  $89^{\circ} 55' 14''$  WEST, A DISTANCE OF 142.24 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH  $89^{\circ} 55' 14''$  WEST, A DISTANCE OF 111.54 FEET; THENCE NORTH  $74^{\circ} 15' 10''$  WEST, a distance of 15.93 FEET; THENCE NORTH  $00^{\circ} 04' 46''$  EAST, A DISTANCE OF 92.70 FEET; THENCE SOUTH  $89^{\circ} 55' 14''$  EAST, A DISTANCE OF 126.88 FEET; THENCE SOUTH  $00^{\circ} 04' 46''$  WEST, A DISTANCE OF 97.00 FEET TO THE POINT OF BEGINNING.

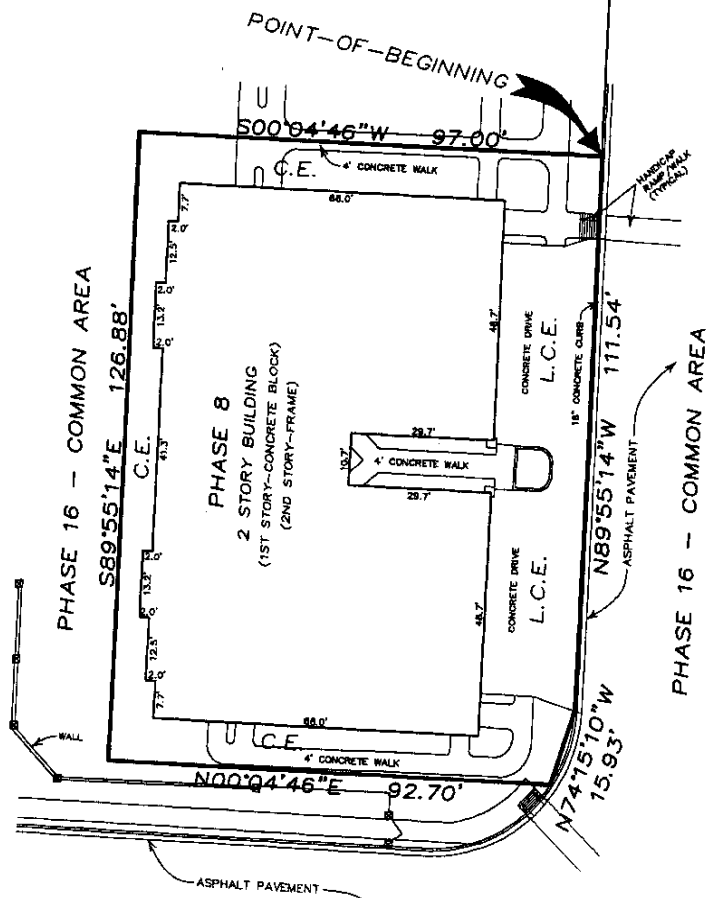
THE ABOVE DESCRIBED LANDS CONTAIN 0.282 ACRES, MORE OR LESS.

SITE PLAN  
**SUMMER GROVE, A CONDOMINIUM**  
 PART OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA  
PHASE 8

ORV 5096, PAGE 567



**LEGEND:**  
 C.E. COMMON ELEMENT  
 L.C.E. LIMITED COMMON ELEMENT



- NOTES:**
1. SEE DRAWING No. B-1902 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
  2. ALL IMPROVEMENTS SHOWN ARE PROPOSED UNLESS NOTED.
  3. THE PROPERTY SURVEYED HEREON APPEARS TO BE WITHIN FLOOD ZONE "X" AS SCALED FROM THE FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NO. 120077 - 0208E, DATED 8-15-89.
  4. BEARING REFERENCE: N89°35'00"W FOR THE SOUTHERLY LINE OF ORV 3728, PAGE 733.

DATE: JANUARY 28, 2002  
 SCALE: 1" = 30'

SHEET \_\_\_ OF \_\_\_ SHEETS

PREPARED BY:  
**CLARSON & ASSOCIATES, INC.**  
 PROFESSIONAL LAND SURVEYORS  
 1643 NALDO AVENUE  
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 FAX: (904)-308-2833

**CLARSON AND ASSOCIATES INC.**

**PROFESSIONAL SURVEYORS & MAPPERS**

**1643 NALDO AVENUE**

**JACKSONVILLE, FLORIDA 32207**

JANUARY 22, 2002

**SUMMER GROVE, A CONDOMINIUM**  
**PHASE 9**

**LEGAL DESCRIPTION**

A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

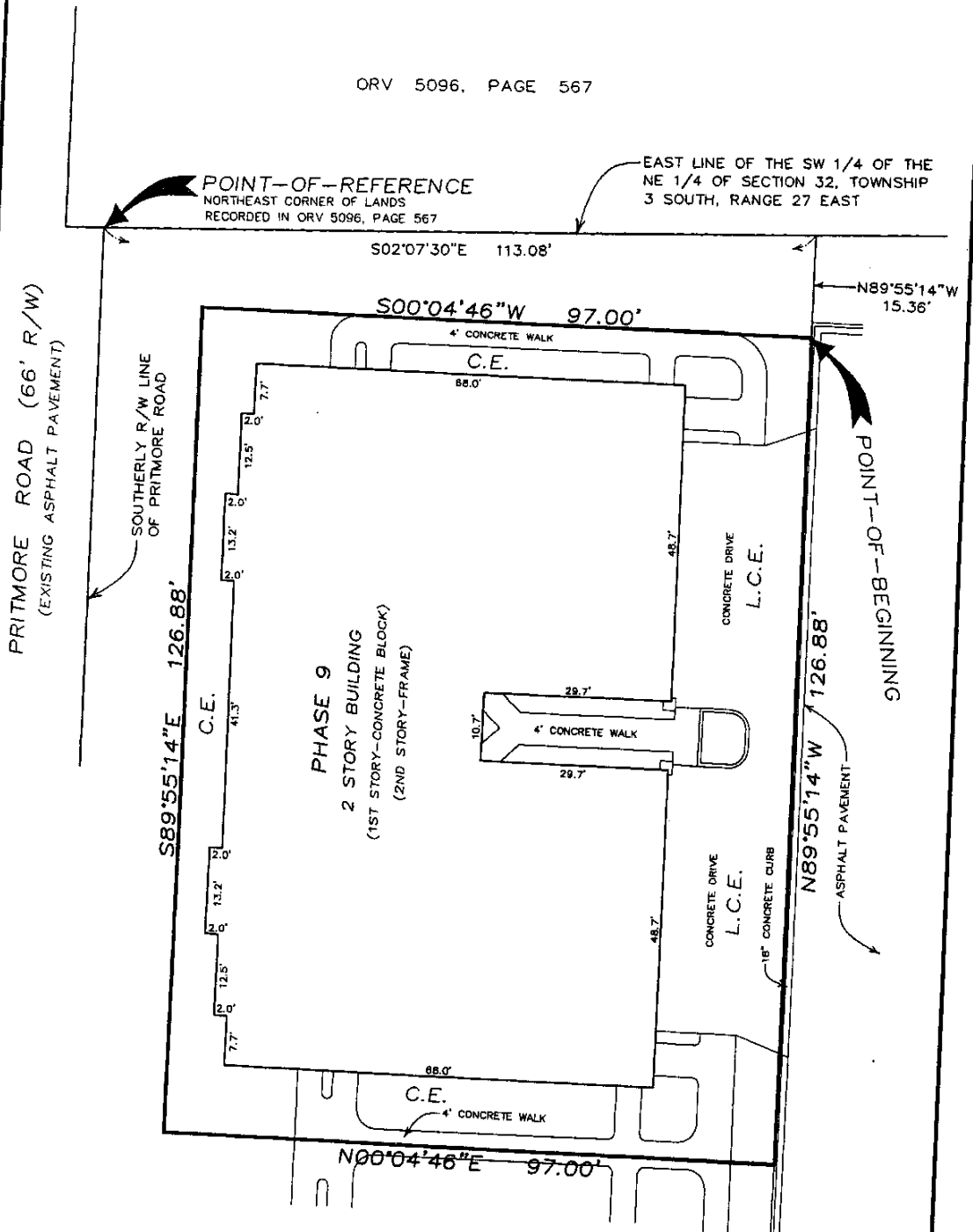
FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PRITMORE ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE EASTERLY LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32 (ALSO BEING THE NORTHEAST CORNER OF LANDS RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 5096, PAGE 567) AND RUN SOUTH 02° 07' 30" EAST, ALONG SAID EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, A DISTANCE OF 113.08 FEET; THENCE NORTH 89° 55' 14" WEST, A DISTANCE OF 15.36 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 89° 55' 14" WEST, A DISTANCE OF 126.88 FEET; THENCE NORTH 00° 04' 46" EAST, A DISTANCE OF 97.00 FEET; THENCE SOUTH 89° 55' 14" EAST, A DISTANCE OF 126.88 FEET; THENCE SOUTH 00° 04' 46" WEST, A DISTANCE OF 97.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 0.283 ACRES, MORE OR LESS.

SITE PLAN  
**SUMMER GROVE, A CONDOMINIUM**  
 PART OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA  
PHASE 9

ORV 5096, PAGE 567



LEGEND:  
 C.E. COMMON ELEMENT  
 L.C.E. LIMITED COMMON ELEMENT

NOTES:

- SEE DRAWING No. B-1902 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
- ALL IMPROVEMENTS SHOWN ARE PROPOSED UNLESS NOTED.
- THE PROPERTY SURVEYED HEREON APPEARS TO LIE WITHIN FLOOD ZONE "X" AS SCALED FROM THE FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NO. 120077 - 0208E, DATED 8-15-89.
- BEARING REFERENCE: N89°38'00"W FOR THE SOUTHERLY LINE OF ORV 3728, PAGE 733.

DATE: JANUARY 28, 2002  
 SCALE: 1" = 20'

SHEET \_\_\_ OF \_\_\_ SHEETS

PREPARED BY:  
**CLARSON & ASSOCIATES, INC.**  
 PROFESSIONAL LAND SURVEYORS  
 1643 NALOO AVENUE  
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 PHONE: (904)-398-2823  
 FAX: (904)-398-2833



**CLARSON AND ASSOCIATES INC.**

**PROFESSIONAL SURVEYORS & MAPPERS**

**1643 NALDO AVENUE**

**JACKSONVILLE, FLORIDA 32207**

JANUARY 23, 2002

**SUMMER GROVE, A CONDOMINIUM**  
**PHASE 10**

**LEGAL DESCRIPTION**

A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

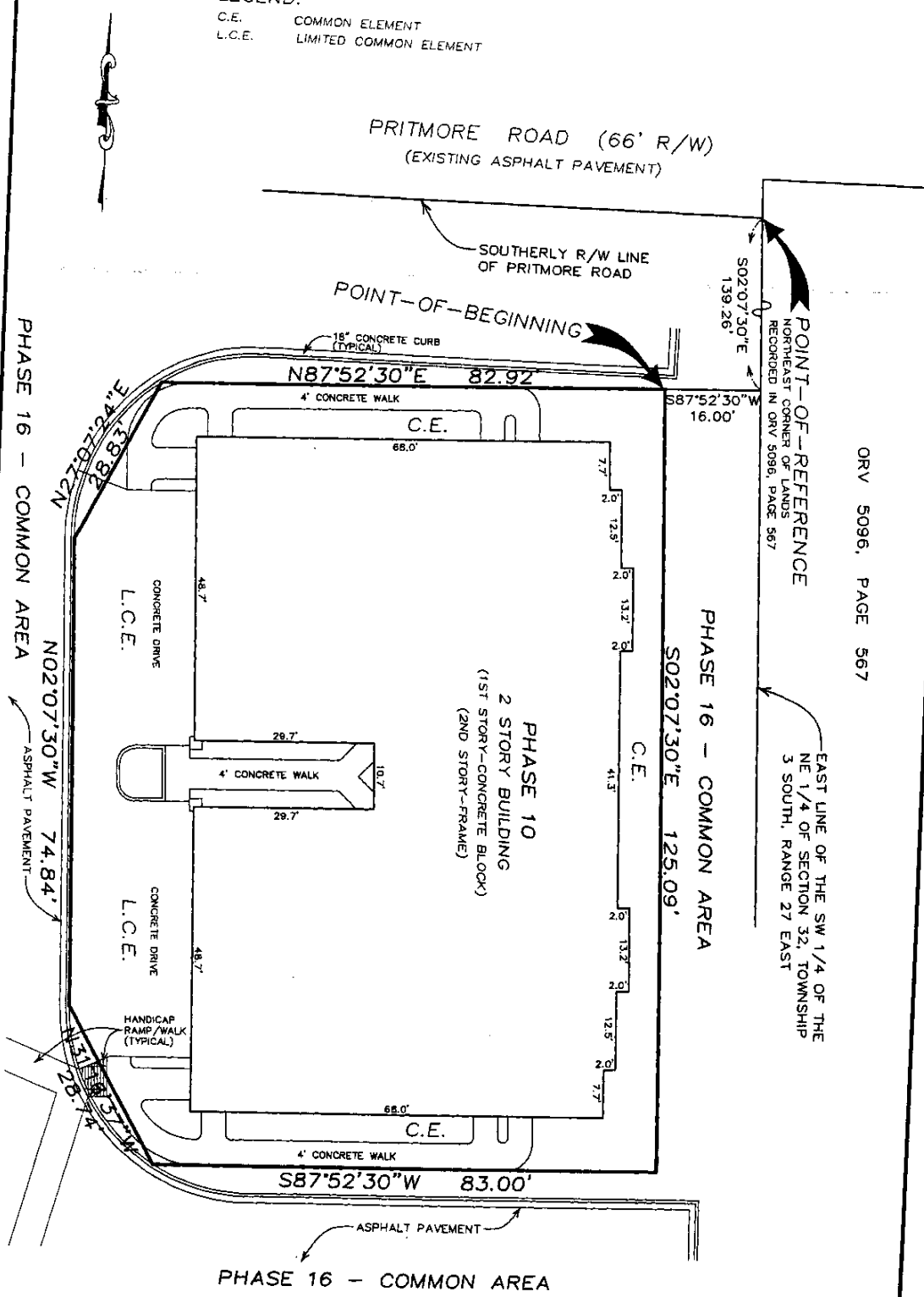
FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PRITMORE ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE EASTERLY LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32 (ALSO BEING THE NORTHEAST CORNER OF LANDS RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 5096, PAGE 567) AND RUN SOUTH 02° 07' 30" EAST, ALONG SAID EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, A DISTANCE OF 139.26 FEET; THENCE NORTH 87° 52' 30" WEST, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH 02° 07' 30" EAST, A DISTANCE OF 125.09 FEET; THENCE SOUTH 87° 52' 30" WEST, A DISTANCE OF 83.00 FEET; THENCE NORTH 31° 16' 37" WEST, A DISTANCE OF 28.74 FEET; THENCE NORTH 02° 07' 30" WEST, A DISTANCE OF 74.84 FEET; THENCE NORTH 27° 07' 24" EAST, A DISTANCE OF 28.83 FEET; THENCE NORTH 87° 52' 30" EAST, A DISTANCE OF 82.92 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 0.270 ACRES MORE OR LESS.

SITE PLAN  
**SUMMER GROVE, A CONDOMINIUM**  
 PART OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA  
PHASE 10

LEGEND:  
 C.E. COMMON ELEMENT  
 L.C.E. LIMITED COMMON ELEMENT



ORV 5096, PAGE 567

EAST LINE OF THE SW 1/4 OF THE NE 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST

**NOTES:**

1. SEE DRAWING No. 8-1902 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. ALL IMPROVEMENTS SHOWN ARE PROPOSED UNLESS NOTED.
3. THE PROPERTY SURVEYED HEREON APPEARS TO LIE WITHIN FLOOD ZONE "X" AS SCALED FROM THE FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NO. 120077 - 0208E, DATED 8-15-89.
4. BEARING REFERENCE: N89°38'00"W FOR THE SOUTHERLY LINE OF ORV 3728, PAGE 753.

DATE: JANUARY 28, 2002  
 SCALE: 1" = 20'

SHEET \_\_\_ OF \_\_\_ SHEETS

PREPARED BY:  
**CLARSON & ASSOCIATES, INC.**  
 PROFESSIONAL LAND SURVEYORS  
 1643 NALDO AVENUE  
 JACKSONVILLE, FLORIDA, 32207  
 PHONE (904)-398-2823  
 FAX: (904)-398-2833

**CLARSON AND ASSOCIATES INC.**

**PROFESSIONAL SURVEYORS & MAPPERS**

**1643 NALDO AVENUE**

**JACKSONVILLE, FLORIDA 32207**

JANUARY 23, 2002

**SUMMER GROVE, A CONDOMINIUM**  
**PHASE 11**

**LEGAL DESCRIPTION**

A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PRITMORE ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE EASTERLY LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32 (ALSO BEING THE NORTHEAST CORNER OF LANDS RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 5096, PAGE 567) AND RUN SOUTH  $02^{\circ} 07' 30''$  EAST, ALONG SAID EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, A DISTANCE OF 390.75 FEET; THENCE SOUTH  $87^{\circ} 52' 30''$  WEST, A DISTANCE OF 135.89 FEET; THENCE NORTH  $75^{\circ} 09' 55''$  WEST, A DISTANCE OF 46.33 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH  $89^{\circ} 37' 58''$  WEST, A DISTANCE OF 97.05 FEET; THENCE NORTH  $02^{\circ} 07' 30''$  WEST, A DISTANCE OF 120.23 FEET; THENCE NORTH  $87^{\circ} 52' 30''$  EAST, A DISTANCE OF 97.00 FEET; THENCE SOUTH  $02^{\circ} 07' 30''$  EAST, A DISTANCE OF 123.21 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 0.271 ACRES, MORE OR LESS.

SITE PLAN  
**SUMMER GROVE, A CONDOMINIUM**  
 PART OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA

PHASE 11

ORV 5096, PAGE 567

PRITMORE ROAD (66' R/W)  
 (EXISTING ASPHALT PAVEMENT)

SOUTHERLY R/W LINE  
 OF PRITMORE ROAD

POINT-OF-REFERENCE  
 NORTHEAST CORNER OF LANDS  
 RECORDED IN ORV 5096, PAGE 567

S02°07'30"E 390.75'

EAST LINE OF THE SW 1/4 OF THE  
 NE 1/4 OF SECTION 32, TOWNSHIP  
 3 SOUTH, RANGE 27 EAST

S87°52'30"W 135.89'

LEGEND:

C.E. COMMON ELEMENT  
 L.C.E. LIMITED COMMON ELEMENT

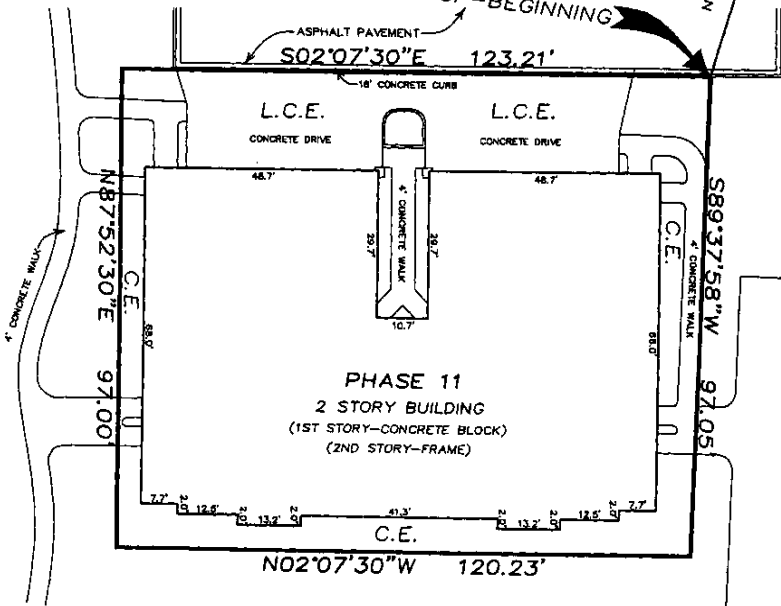
PHASE 16 - COMMON AREA

POINT-OF-BEGINNING

ASPHALT PAVEMENT  
 S02°07'30"E 123.21'

N75°09'55"W 48.33'

PHASE 16 - COMMON AREA



PHASE 16 - COMMON AREA

PHASE 16 - COMMON AREA

NOTES:

- SEE DRAWING No. B-1902 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
- ALL IMPROVEMENTS SHOWN ARE PROPOSED UNLESS NOTED.
- THE PROPERTY SURVEYED HEREON APPEARS TO LIE WITHIN FLOOD ZONE "X" AS SCALED FROM THE FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NO. 120077 - 0208E, DATED 8-15-89.
- BEARING REFERENCE: N89°38'00"W FOR THE SOUTHERLY LINE OF ORV 3728, PAGE 733.

DATE: JANUARY 28, 2002  
 SCALE: 1" = 30'

SHEET \_\_\_ OF \_\_\_ SHEETS

PREPARED BY:  
**CLARSON & ASSOCIATES, INC.**  
 PROFESSIONAL LAND SURVEYORS  
 1643 NALDO AVENUE  
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**CLARSON AND ASSOCIATES INC.**

PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

JANUARY 23, 2002

**SUMMER GROVE, A CONDOMINIUM**  
**PHASE 12**

**LEGAL DESCRIPTION**

A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PRITMORE ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE EASTERLY LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32 (ALSO BEING THE NORTHEAST CORNER OF LANDS RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 5096, PAGE 567) AND RUN SOUTH 02° 07' 30" EAST, ALONG SAID EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, A DISTANCE OF 293.75 FEET; THENCE SOUTH 87° 52' 30" WEST, A DISTANCE OF 10.80 FEET TO THE POINT OF BEGINNING.

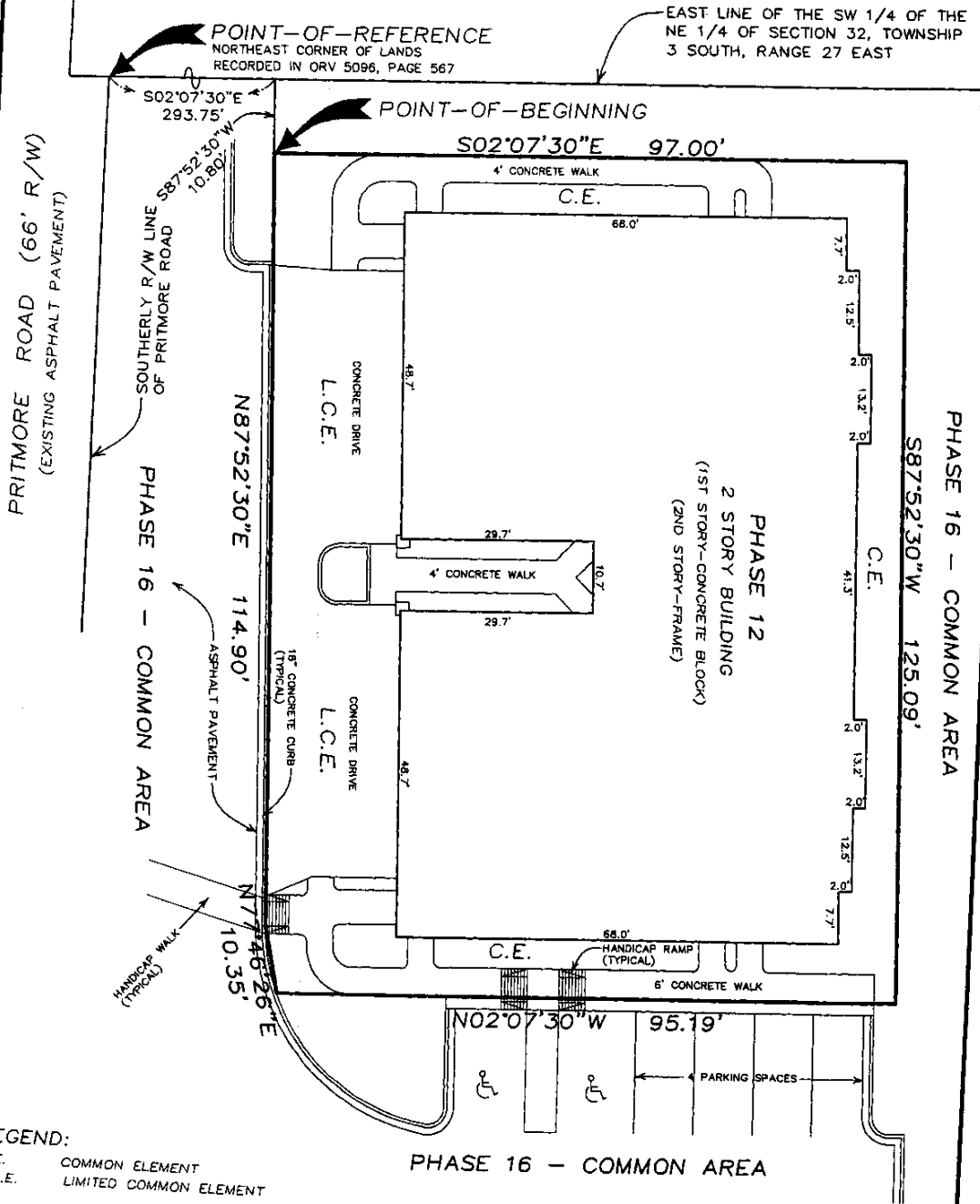
FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH 02° 07' 30" EAST, A DISTANCE OF 97.00 FEET; THENCE SOUTH 87° 52' 30" WEST, A DISTANCE OF 125.09 FEET; THENCE NORTH 02° 07' 30" WEST, A DISTANCE OF 95.19 FEET; THENCE NORTH 77° 46' 26" EAST, A DISTANCE OF 10.35 FEET; THENCE NORTH 87° 52' 30" EAST, A DISTANCE OF 114.90 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 0.278 ACRES, MORE OR LESS.

**SITE PLAN**  
**SUMMER GROVE, A CONDOMINIUM**  
 PART OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA  
PHASE 12



ORV 5096, PAGE 567



SHEET \_\_\_ OF \_\_\_ SHEETS

PREPARED BY:  
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1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

JANUARY 23, 2002

**SUMMER GROVE, A CONDOMINIUM**  
**PHASE 13**

**LEGAL DESCRIPTION**

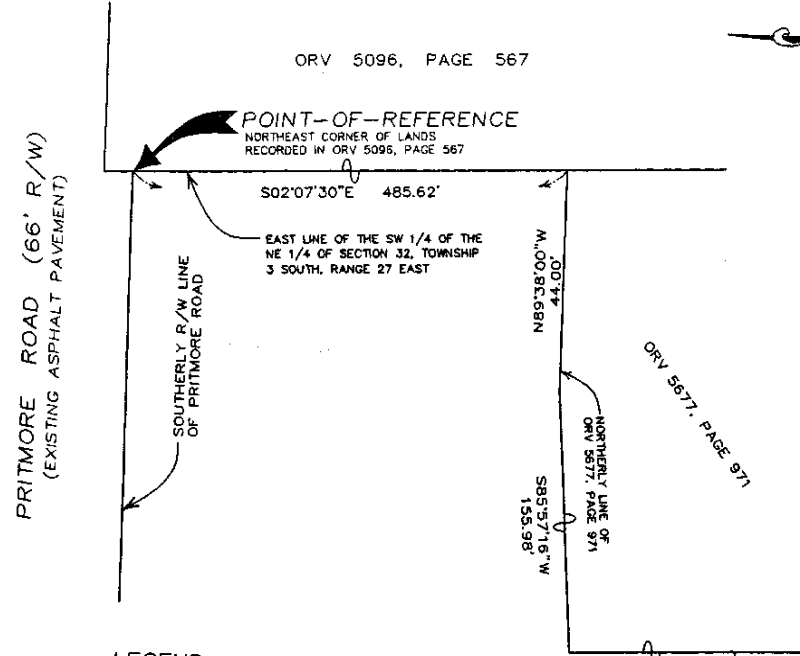
A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PRITMORE ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE EASTERLY LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32 (ALSO BEING THE NORTHEAST CORNER OF LANDS RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 5096, PAGE 567) AND RUN SOUTH 02° 07' 30" EAST, ALONG SAID EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, A DISTANCE OF 485.62 FEET TO THE NORTHEASTERLY CORNER OF LANDS RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 5677, PAGE 971; THENCE NORTH 89° 38' 00" WEST, ALONG THE NORTHERLY LINE OF SAID OFFICIAL RECORDS VOLUME 5677, PAGE 971, A DISTANCE OF 44.00 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE SOUTH 85° 57' 16" WEST, CONTINUING ALONG SAID NORTHERLY LINE, 155.98 FEET TO THE NORTHWEST CORNER OF SAID OFFICIAL RECORDS VOLUME 5677, PAGE 971; THENCE SOUTH 02° 07' 30" EAST, ALONG THE WESTERLY LINE OF SAID OFFICIAL RECORDS VOLUME 5677, PAGE 971, A DISTANCE OF 79.27 FEET; THENCE SOUTH 89° 40' 01" WEST, A DISTANCE OF 271.12 FEET TO THE POINT OF BEGINNING.

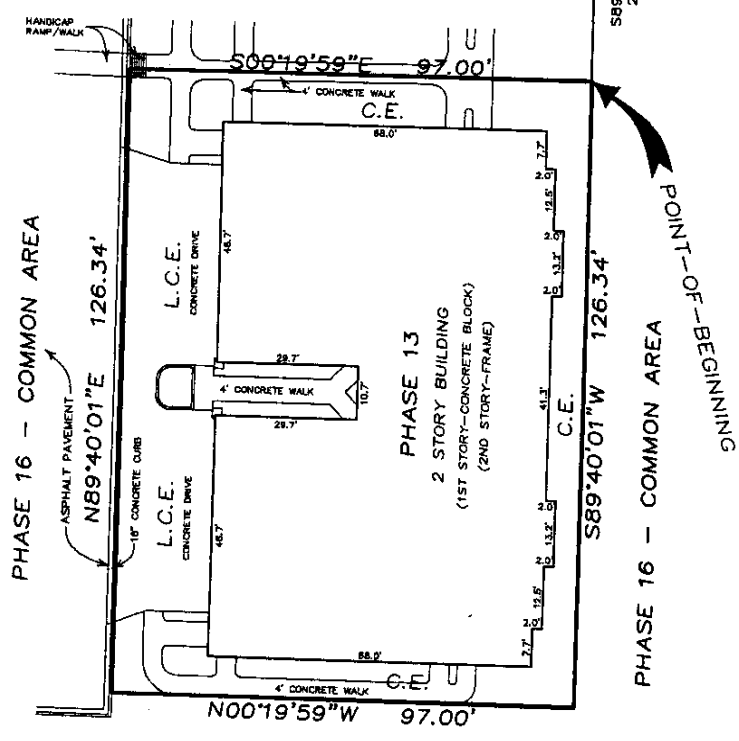
FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH 89° 40' 01" WEST, A DISTANCE OF 126.34 FEET; THENCE NORTH 00° 19' 59" WEST, A DISTANCE OF 97.00 FEET; THENCE NORTH 89° 40' 01" EAST, A DISTANCE OF 126.34 FEET; THENCE SOUTH 00° 19' 59" EAST, A DISTANCE OF 97.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 0.281 ACRES, MORE OR LESS.

SITE PLAN  
**SUMMER GROVE, A CONDOMINIUM**  
 PART OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA  
PHASE 13



**LEGEND:**  
 C.E. COMMON ELEMENT  
 L.C.E. LIMITED COMMON ELEMENT



**NOTES:**

1. SEE DRAWING No. B-1902 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. ALL IMPROVEMENTS SHOWN ARE PROPOSED UNLESS NOTED.
3. THE PROPERTY SURVEYED HEREON APPEARS TO LIE WITHIN FLOOD ZONE "X" AS SCALED FROM THE FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NO. 120077 - 0208E, DATED 8-15-89.
4. BEARING REFERENCE: N89°38'00"W FOR THE SOUTHERLY LINE OF ORV 3728, PAGE 733.

DATE: JANUARY 28, 2002  
 SCALE: 1" = 30'

SHEET    OF    SHEETS

PREPARED BY:  
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**CLARSON AND ASSOCIATES INC.**

**PROFESSIONAL SURVEYORS & MAPPERS**

**1643 NALDO AVENUE**

**JACKSONVILLE, FLORIDA 32207**

JANUARY 23, 2002

**SUMMER GROVE, A CONDOMINIUM**

**PHASE 14**

**LEGAL DESCRIPTION**

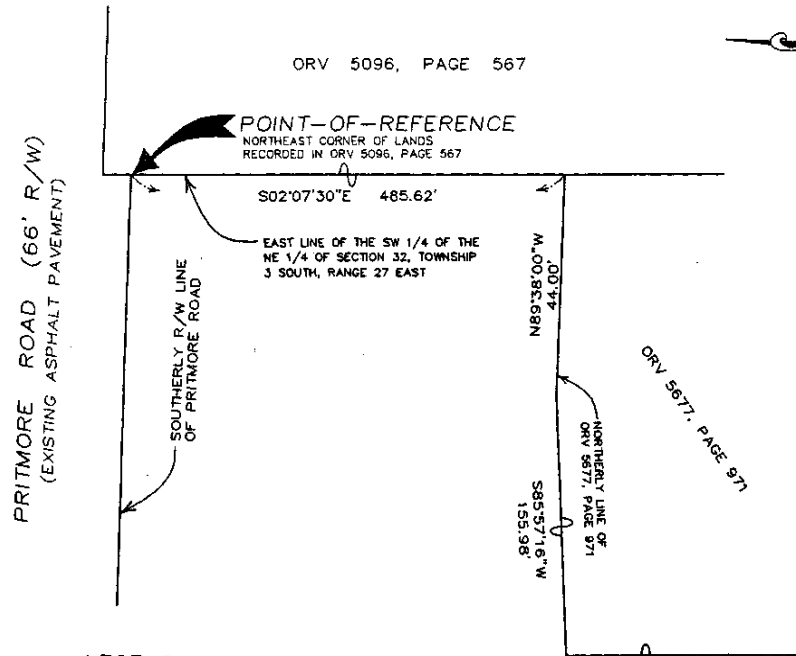
A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PRITMORE ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE EASTERLY LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32 (ALSO BEING THE NORTHEAST CORNER OF LANDS RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 5096, PAGE 567) AND RUN SOUTH 02° 07' 30" EAST, ALONG SAID EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, A DISTANCE OF 485.62 FEET TO THE NORTHEASTERLY CORNER OF LANDS RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 5677, PAGE 971; THENCE NORTH 89° 38' 00" WEST, ALONG THE NORTHERLY LINE OF SAID OFFICIAL RECORDS VOLUME 5677, PAGE 971, A DISTANCE OF 44.00 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE SOUTH 85° 57' 16" WEST, CONTINUING ALONG SAID NORTHERLY LINE, 155.98 FEET TO THE NORTHWEST CORNER OF SAID OFFICIAL RECORDS VOLUME 5677, PAGE 971; THENCE SOUTH 02° 07' 30" EAST, A LONG THE WESTERLY LINE OF SAID OFFICIAL RECORDS VOLUME 5677, PAGE 971, A DISTANCE OF 79.27 FEET; THENCE SOUTH 89° 40' 01" WEST, A DISTANCE OF 142.62 FEET TO THE POINT OF BEGINNING.

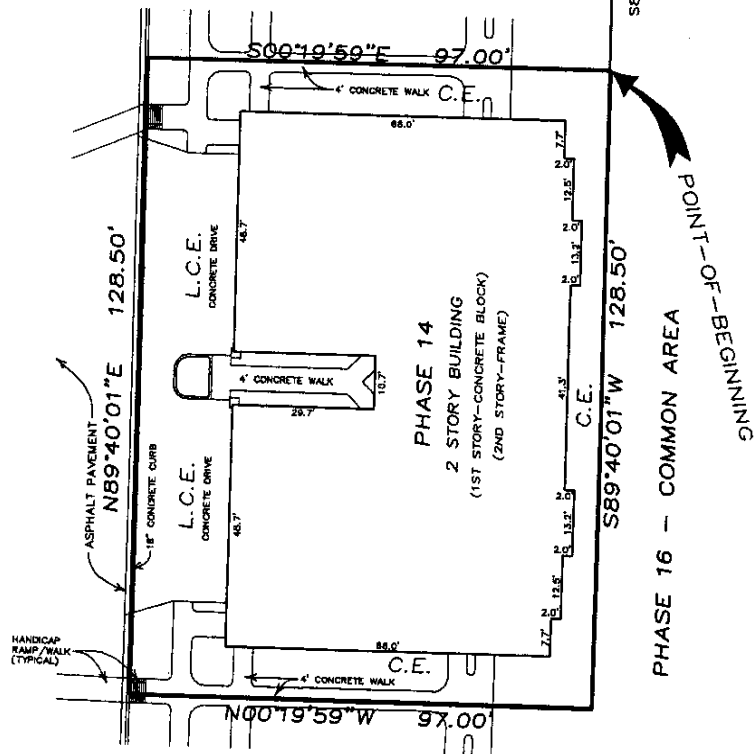
FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH 89° 40' 01" WEST, A DISTANCE OF 128.50 FEET; THENCE NORTH 00° 19' 59" WEST, A DISTANCE OF 97.00 FEET; THENCE NORTH 89° 40' 01" EAST, A DISTANCE OF 128.50 FEET; THENCE SOUTH 00° 19' 59" EAST, A DISTANCE OF 97.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 0.286 ACRES, MORE OR LESS.

SITE PLAN  
**SUMMER GROVE, A CONDOMINIUM**  
 PART OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA  
PHASE 14



**LEGEND:**  
 C.E. COMMON ELEMENT  
 L.C.E. LIMITED COMMON ELEMENT



**NOTES:**

1. SEE DRAWING No. B-1902 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. ALL IMPROVEMENTS SHOWN ARE PROPOSED UNLESS NOTED.
3. THE PROPERTY SURVEYED HEREON APPEARS TO LIE WITHIN FLOOD ZONE "X" AS SCALED FROM THE FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NO. 120077 - D208E, DATED 8-15-89.
4. BEARING REFERENCE: N89°38'00"W FOR THE SOUTHERLY LINE OF ORV 3728, PAGE 733.

DATE: JANUARY 28, 2002  
 SCALE: 1" = 30'

SHEET \_\_\_ OF \_\_\_ SHEETS

PREPARED BY:  
**CLARSON & ASSOCIATES, INC.**  
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**CLARSON AND ASSOCIATES INC.**

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**1643 NALDO AVENUE**

**JACKSONVILLE, FLORIDA 32207**

JANUARY 23, 2002

**SUMMER GROVE, A CONDOMINIUM**  
**PHASE 15**

**LEGAL DESCRIPTION**

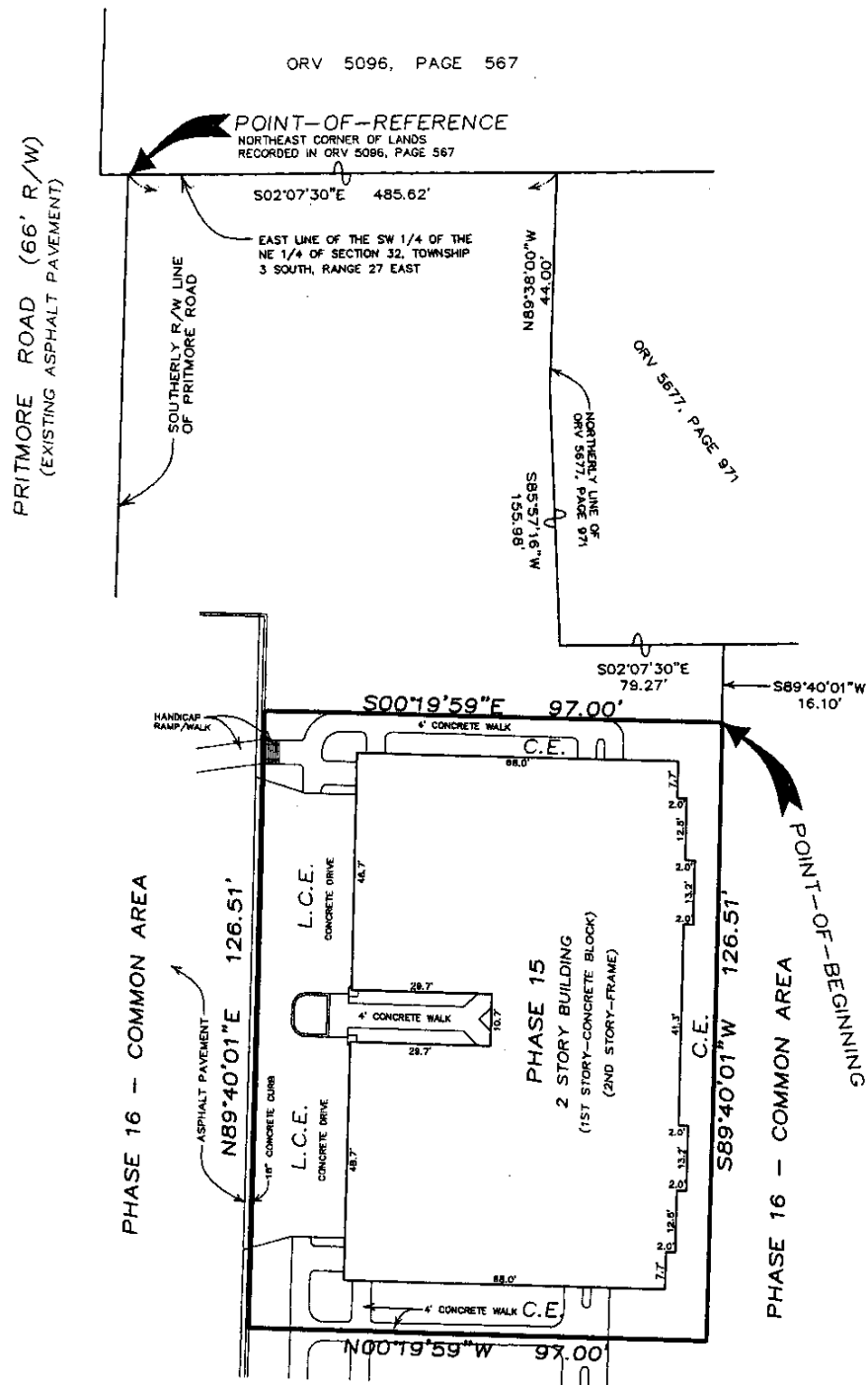
A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PRITMORE ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE EASTERLY LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32 (ALSO BEING THE NORTHEAST CORNER OF LANDS RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 5096, PAGE 567) AND RUN SOUTH 02° 07' 30" EAST, ALONG SAID EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, A DISTANCE OF 485.62 FEET TO THE NORTHEASTERLY CORNER OF LANDS RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 5677, PAGE 971; THENCE NORTH 89° 38' 00" WEST, ALONG THE NORTHERLY LINE OF SAID OFFICIAL RECORDS VOLUME 5677, PAGE 971, A DISTANCE OF 44.00 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE SOUTH 85° 57' 16" WEST, CONTINUING ALONG SAID NORTHERLY LINE, 155.98 FEET TO THE NORTHWEST CORNER OF SAID OFFICIAL RECORDS VOLUME 5677, PAGE 971; THENCE SOUTH 02° 07' 30" EAST, ALONG THE WESTERLY LINE OF SAID OFFICIAL RECORDS VOLUME 5677, PAGE 971, A DISTANCE OF 79.27 FEET; THENCE SOUTH 89° 40' 01" WEST, A DISTANCE OF 16.11 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH 89° 40' 01" WEST, A DISTANCE OF 126.51 FEET; THENCE NORTH 00° 19' 59" WEST, A DISTANCE OF 97.00 FEET; THENCE NORTH 89° 40' 01" EAST, A DISTANCE OF 126.51 FEET; THENCE SOUTH 00° 19' 59" EAST, A DISTANCE OF 97.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 0.282 ACRES, MORE OR LESS.

SITE PLAN  
**SUMMER GROVE, A CONDOMINIUM**  
 PART OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA  
PHASE 15



**LEGEND:**  
 C.E. COMMON ELEMENT  
 L.C.E. LIMITED COMMON ELEMENT

- NOTES:**
1. SEE DRAWING No. B-1902 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
  2. ALL IMPROVEMENTS SHOWN ARE PROPOSED UNLESS NOTED.
  3. THE PROPERTY SURVEYED HEREON APPEARS TO LIE WITHIN FLOOD ZONE "X" AS SCALED FROM THE FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NO. 120077 - 0208E, DATED 8-15-80.
  4. BEARING REFERENCE: N89°38'00"W FOR THE SOUTHERLY LINE OF ORV 3728, PAGE 733.

DATE: JANUARY 28, 2002  
 SCALE: 1" = 30'

SHEET     OF     SHEETS

PREPARED BY:  
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**CLARSON AND ASSOCIATES INC.**

PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

FEBRUARY 6, 2002

**SUMMER GROVE, A CONDOMINIUM  
PHASE 16**

A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING SAID POINT HEREINAFTER KNOWN AS POINT "A" COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PRITMORE ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE EASTERLY LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, (ALSO BEING THE NORTHEAST CORNER OF LANDS RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 5096, PAGE 567) AND RUN SOUTH 02° 07' 30" EAST, ALONG SAID EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32 (ALSO BEING THE EASTERLY LINE OF SAID OFFICIAL RECORDS VOLUME 5096, PAGE 567 AND THE EASTERLY LINE OF LANDS RECORDED IN SAID OFFICIAL RECORDS IN VOLUME 3728, PAGE 733), A DISTANCE OF 485.62 FEET TO THE NORTHEAST CORNER OF LANDS RECORDED IN SAID OFFICIAL RECORDS IN VOLUME 5677, PAGE 971; THENCE NORTH 89° 38' 00" WEST, ALONG THE NORTHERLY LINE OF SAID OFFICIAL RECORDS VOLUME 5677, PAGE 971, A DISTANCE OF 44.00 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE SOUTH 85° 57' 16" WEST, CONTINUING ALONG SAID NORTHERLY LINE, 155.98 FEET TO THE NORTHWEST CORNER OF SAID OFFICIAL RECORDS VOLUME 5677, PAGE 971; THENCE SOUTH 02° 07' 30" EAST, ALONG THE WESTERLY LINE OF SAID OFFICIAL RECORDS VOLUME 5677, PAGE 971, A DISTANCE OF 130.30 FEET TO A POINT ON THE SOUTHERLY LINE OF PREVIOUSLY MENTIONED OFFICIAL RECORDS VOLUME 3728, PAGE 733; THENCE NORTH 89° 38' 00" WEST, ALONG LAST SAID SOUTHERLY LINE, 623.52 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF OLD ST. AUGUSTINE ROAD (A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 31° 41' 00" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 35.39 FEET; THENCE SOUTH 89° 38' 00" EAST, ALONG THE SOUTHERLY LINE OF LANDS RECORDED IN SAID OFFICIAL RECORDS IN VOLUME 6116, PAGE 1286; THENCE NORTH 02° 07' 30" WEST, ALONG THE EASTERLY LINE OF SAID OFFICIAL RECORDS 6116, PAGE 1286 (ALSO BEING THE WESTERLY LINE OF PREVIOUSLY MENTIONED OFFICIAL RECORDS VOLUME 3728 PAGE 733), A DISTANCE OF 257.30 FEET TO THE NORTHWEST CORNER OF SAID OFFICIAL RECORDS VOLUME 3728, PAGE 733; THENCE NORTH 89° 38' 00" WEST, ALONG THE SOUTHERLY LINE OF LANDS RECORDED IN SAID OFFICIAL RECORDS IN VOLUME 5499, PAGE 1460, TO AND ALONG THE SOUTHERLY LINE OF LANDS RECORDED IN SAID OFFICIAL RECORDS IN VOLUME 5857, PAGE 839, A DISTANCE OF 100.95 FEET TO THE SOUTHWESTERLY CORNER OF SAID OFFICIAL RECORDS 5857, PAGE 839; THENCE NORTH 06° 27' 30" WEST, ALONG THE WESTERLY LINE OF LAST MENTIONED LANDS, TO AND ALONG THE EASTERLY LINE OF LANDS RECORDED IN SAID OFFICIAL RECORDS IN VOLUME 5857, PAGE 841, A DISTANCE OF 338.99 FEET TO A POINT ON THE PREVIOUSLY MENTIONED SOUTHERLY RIGHT OF WAY LINE OF PRITMORE ROAD; THENCE SOUTH 89° 55' 14" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 735.47 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING DESCRIBED NINE (9) PARCELS:

LEGAL DESCRIPTION- PHASE 16 (SUMMER GROVE, A CONDOMINIUM)  
PAGE 2 OF 4

LESS THE FOLLOWING DESCRIBED LANDS (PHASE 1 AND 7 COMBINED):

COMMENCE AT SAID POINT "A" RUN SOUTH 02° 07' 30" EAST, ALONG SAID EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, A DISTANCE OF 390.75 FEET; THENCE SOUTH 87° 52' 30" WEST, A DISTANCE OF 135.89 FEET; THENCE NORTH 75° 09' 55" WEST, A DISTANCE OF 46.33 FEET; THENCE NORTH 02° 07' 30" WEST, A DISTANCE OF 123.21 FEET; THENCE NORTH 42° 43' 13" EAST, A DISTANCE OF 35.03 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 89° 55' 14" WEST, A DISTANCE OF 297.69 FEET; THENCE NORTH 02° 07' 30" WEST, A DISTANCE OF 94.03 FEET; THENCE NORTH 76° 57' 56" EAST, A DISTANCE OF 13.39 FEET; THENCE SOUTH 89° 55' 14" EAST, A DISTANCE OF 273.66 FEET; THENCE SOUTH 79° 01' 17" EAST, A DISTANCE OF 11.16 FEET; THENCE SOUTH 02° 07' 30" EAST, A DISTANCE OF 94.96 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING DESCRIBED LANDS (PHASES 2, 4 AND 6 COMBINED):

COMMENCE AT SAID POINT "A" RUN NORTH 89° 55' 14" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF PRITMORE ROAD, A DISTANCE OF 495.83 FEET; THENCE SOUTH 02° 07' 30" EAST, A DISTANCE OF 10.65 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH 02° 07' 30" EAST, A DISTANCE OF 381.85 FEET; THENCE SOUTH 87° 52' 30" WEST, A DISTANCE OF 97.00 FEET; THENCE NORTH 02° 07' 30" WEST, A DISTANCE OF 381.85 FEET; THENCE NORTH 87° 52' 30" EAST, A DISTANCE OF 97.00 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING DESCRIBED LANDS (PHASE 3):

COMMENCE AT SAID "A" RUN NORTH 89° 55' 14" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF PRITMORE ROAD, A DISTANCE OF 338.15 FEET; THENCE SOUTH 00° 04' 46" WEST, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH 00° 04' 46" WEST, A DISTANCE OF 93.84 FEET; SOUTH 76° 42' 27" WEST, A DISTANCE OF 13.64 FEET; THENCE NORTH 89° 55' 14" WEST, A DISTANCE OF 86.64 FEET; NORTH 60° 17' 34" WEST, A DISTANCE OF 29.17 FEET; THENCE NORTH 00° 04' 46" EAST, A DISTANCE OF 82.58 FEET; THENCE SOUTH 89° 55' 14" EAST, A DISTANCE OF 125.27 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - PHASE 16 (SUMMER GROVE, A CONDOMINIUM)  
PAGE 3 OF 4

LESS THE FOLLOWING DESCRIBED LANDS (PHASE 5):

COMMENCE AT SAID POINT "A" RUN SOUTH 02° 07' 30" EAST, ALONG SAID EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, A DISTANCE OF 390.75 FEET; THENCE SOUTH 87° 52' 30" WEST, A DISTANCE OF 135.89 FEET; THENCE NORTH 75° 09' 55" WEST, A DISTANCE OF 46.33 FEET; THENCE SOUTH 89° 37' 58" WEST, A DISTANCE OF 97.05 FEET; THENCE NORTH 52° 44' 50" WEST, A DISTANCE OF 124.53 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH 02° 07' 30" EAST, A DISTANCE OF 127.45 FEET; THENCE SOUTH 89° 40' 01" WEST, A DISTANCE OF 95.06 FEET; THENCE NORTH 12° 42' 04" WEST, A DISTANCE OF 10.83 FEET; THENCE NORTH 02° 07' 30" WEST, A DISTANCE OF 112.49 FEET; THENCE NORTH 59° 39' 13" EAST, A DISTANCE OF 2.84 FEET; THENCE NORTH 87° 52' 30" EAST, A DISTANCE OF 94.50 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING DESCRIBED LANDS (PHASES 8 AND 9 COMBINED):

COMMENCE AT SAID POINT "A" RUN SOUTH 02° 07' 30" EAST, ALONG SAID EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, A DISTANCE OF 113.08 FEET; THENCE NORTH 89° 55' 14" WEST, A DISTANCE OF 15.36 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN THENCE NORTH 89° 55' 14" WEST, A DISTANCE OF 238.43 FEET; THENCE NORTH 74° 15' 10" WEST, A DISTANCE OF 15.93 FEET; THENCE NORTH 00° 04' 46" EAST, A DISTANCE OF 92.70 FEET; THENCE SOUTH 89° 55' 14" EAST, A DISTANCE OF 253.77 FEET; THENCE SOUTH 00° 04' 46" WEST, A DISTANCE OF 97.00 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING DESCRIBED LANDS (PHASE 10):

COMMENCE AT SAID POINT "A" RUN SOUTH 02° 07' 30" EAST, ALONG SAID EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, A DISTANCE OF 139.26 FEET; THENCE NORTH 87° 52' 30" WEST, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH 02° 07' 30" EAST, A DISTANCE OF 125.09 FEET; THENCE SOUTH 87° 52' 30" WEST, A DISTANCE OF 83.00 FEET; THENCE NORTH 31° 16' 37" WEST, A DISTANCE OF 28.74 FEET; THENCE NORTH 02° 07' 30" WEST, A DISTANCE OF 74.84 FEET; THENCE NORTH 27° 07' 24" EAST, A DISTANCE OF 28.83 FEET; THENCE NORTH 87° 52' 30" EAST, A DISTANCE OF 82.92 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - PHASE 16 (SUMMER GROVE, A CONDOMINIUM)  
PAGE 4 OF 4

LESS THE FOLLOWING DESCRIBED LANDS (PHASE 11):

COMMENCE AT SAID POINT "A" RUN SOUTH  $02^{\circ} 07' 30''$  EAST, ALONG SAID EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, A DISTANCE OF 390.75 FEET; THENCE SOUTH  $87^{\circ} 52' 30''$  WEST, A DISTANCE OF 135.89 FEET; THENCE NORTH  $75^{\circ} 09' 55''$  WEST, A DISTANCE OF 46.33 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH  $89^{\circ} 37' 58''$  WEST, A DISTANCE OF 97.05 FEET; THENCE NORTH  $02^{\circ} 07' 30''$  WEST, A DISTANCE OF 120.23 FEET; THENCE NORTH  $87^{\circ} 52' 30''$  EAST, A DISTANCE OF 97.00 FEET; THENCE SOUTH  $02^{\circ} 07' 30''$  EAST, A DISTANCE OF 123.21 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING DESCRIBED LANDS (PHASE 12):

COMMENCE AT SAID POINT "A" RUN SOUTH  $02^{\circ} 07' 30''$  EAST, ALONG SAID EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, A DISTANCE OF 293.75 FEET; THENCE NORTH  $87^{\circ} 52' 30''$  WEST, A DISTANCE OF 10.80 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH  $02^{\circ} 07' 30''$  EAST, A DISTANCE OF 97.00 FEET; THENCE SOUTH  $87^{\circ} 52' 30''$  WEST, A DISTANCE OF 125.09 FEET; THENCE NORTH  $02^{\circ} 07' 30''$  WEST, A DISTANCE OF 95.19 FEET; THENCE NORTH  $77^{\circ} 46' 26''$  EAST, A DISTANCE OF 10.35 FEET; THENCE NORTH  $87^{\circ} 52' 30''$  EAST, A DISTANCE OF 114.90 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING DESCRIBED LANDS (PHASES 13, 14 AND 15 COMBINED):

COMMENCE AT SAID POINT "A" RUN SOUTH  $02^{\circ} 07' 30''$  EAST, ALONG SAID EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, A DISTANCE OF 485.62 FEET TO THE NORTHEASTERLY CORNER OF LANDS RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 5677, PAGE 971; THENCE NORTH  $89^{\circ} 38' 00''$  WEST, ALONG THE NORTHERLY LINE OF SAID OFFICIAL RECORDS VOLUME 5677, PAGE 971, A DISTANCE OF 44.00 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE SOUTH  $85^{\circ} 57' 16''$  WEST, CONTINUING ALONG SAID NORTHERLY LINE, 155.98 FEET TO THE NORTHWEST CORNER OF SAID OFFICIAL RECORDS VOLUME 5677, PAGE 971; THENCE SOUTH  $02^{\circ} 07' 30''$  EAST, ALONG THE WESTERLY LINE OF SAID OFFICIAL RECORDS VOLUME 5677, PAGE 971, A DISTANCE OF 79.27 FEET; THENCE SOUTH  $89^{\circ} 40' 01''$  WEST, A DISTANCE OF 16.11 FEET TO THE POINT OF BEGINNING.

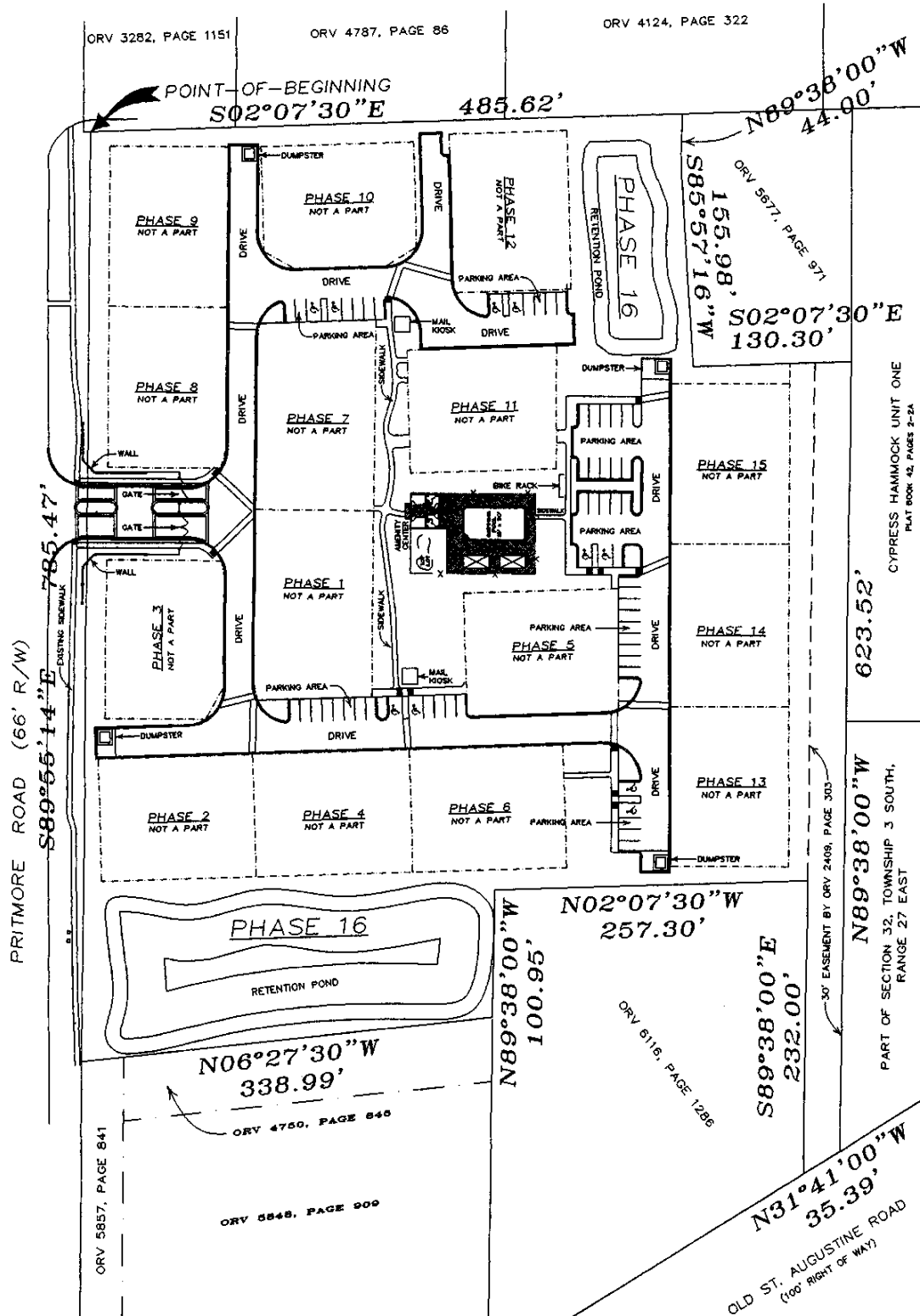
FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH  $89^{\circ} 40' 01''$  WEST, A DISTANCE OF 381.35 FEET; THENCE NORTH  $00^{\circ} 19' 59''$  WEST, A DISTANCE OF 97.00 FEET; THENCE NORTH  $89^{\circ} 40' 01''$  EAST, A DISTANCE OF 381.35 FEET; THENCE SOUTH  $00^{\circ} 19' 59''$  EAST, A DISTANCE OF 97.00 FEET TO THE POINT OF BEGINNING.



SITE PLAN  
**SUMMER GROVE, A CONDOMINIUM**

PART OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA

PHASE 16



**NOTES:**

1. SEE DRAWING NO. B-1902 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. ALL IMPROVEMENTS SHOWN ARE PROPOSED UNLESS NOTED.
3. THE PROPERTY SURVEYED HEREON APPEARS TO LIE WITHIN FLOOD ZONE "X" AS SCALED FROM THE FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NO. 120077 - 0208E, DATED 8-15-89.
4. BEARING REFERENCE: N89°38'00"W FOR THE SOUTHERLY LINE OF ORV 3728, PAGE 733.

DATE: JANUARY 28, 2002  
 SCALE: 1" = 100'

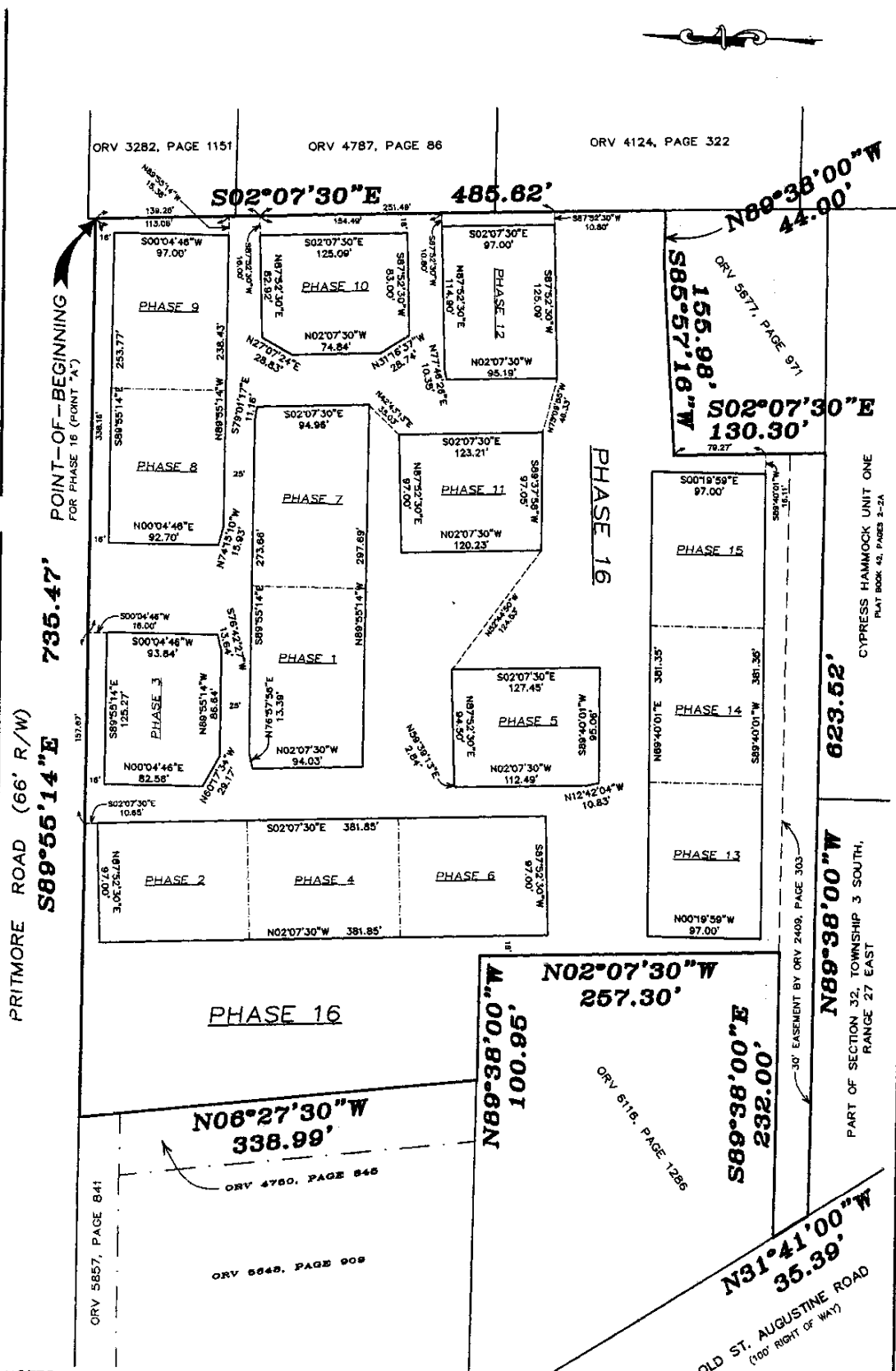
SHEET      OF      SHEETS

PREPARED BY:  
**CLARSON & ASSOCIATES, INC.**  
 PROFESSIONAL LAND SURVEYORS  
 1643 NALDO AVENUE  
 JACKSONVILLE, FLORIDA, 32207  
 PHONE: (904)-398-2823  
 FAX: (904)-398-2833

PHASING SKETCH

**SUMMER GROVE, A CONDOMINIUM**

PART OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA



POINT-OF-BEGINNING FOR PHASE 16 (POINT "A")

735.47'

PRITMORE ROAD (66' R/W)  
S89°55'14"E

CYPRESS HAMMOCK UNIT ONE  
PLAT BOOK 42, PAGES 2-2A

623.52'  
N89°38'00"W  
PART OF SECTION 32, TOWNSHIP 3 SOUTH,  
RANGE 27 EAST

ORV 516, PAGE 1286

OLD ST. AUGUSTINE ROAD  
(100' RIGHT OF WAY)  
N31°41'00"W  
35.39'

**NOTES:**

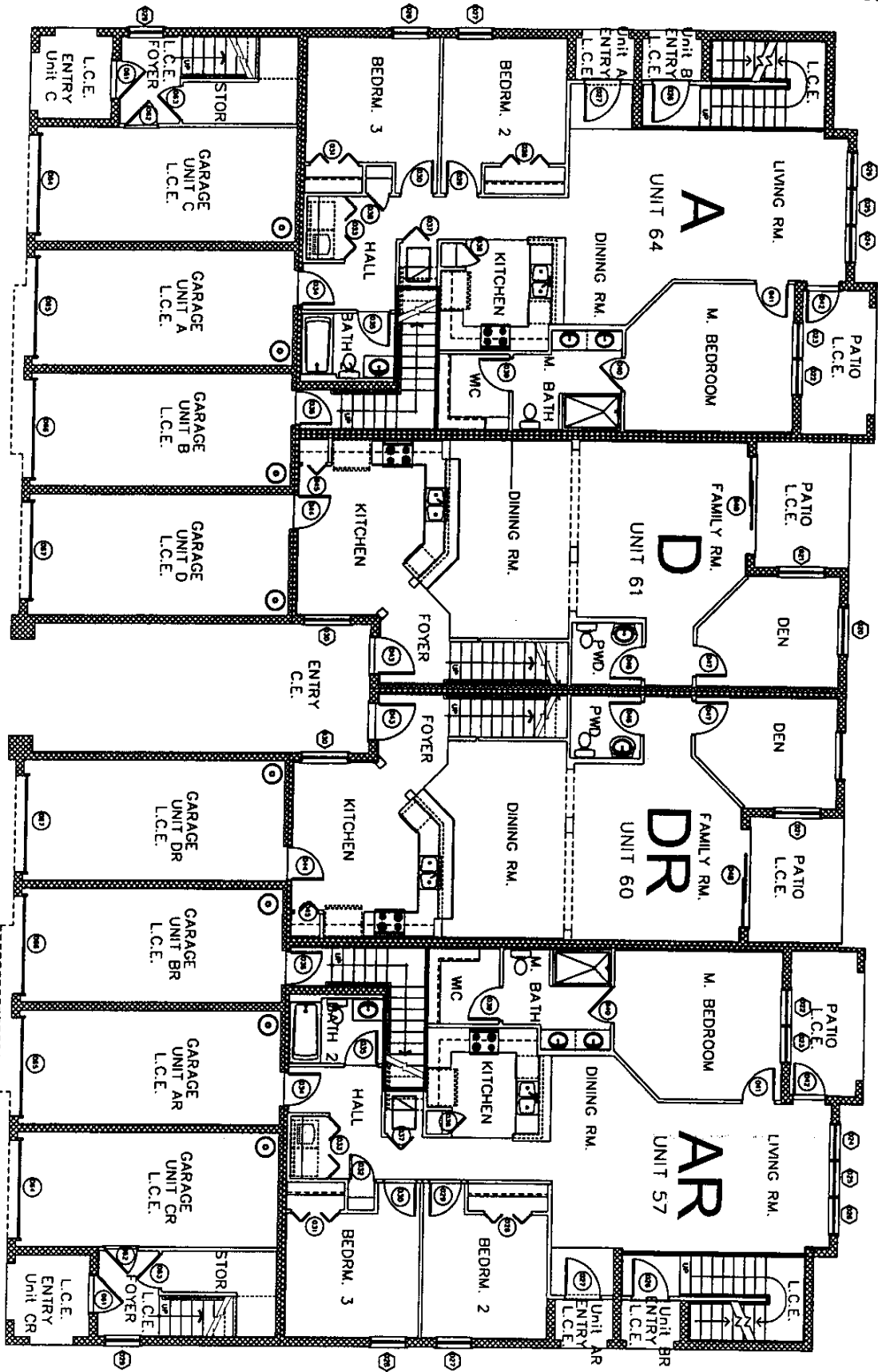
1. SEE DRAWING No. B-1902 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. ALL IMPROVEMENTS SHOWN ARE PROPOSED UNLESS NOTED.
3. THE PROPERTY SURVEYED HEREON APPEARS TO LIE WITHIN FLOOD ZONE "X" AS SCALED FROM THE FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NO. 120077 - 0208E, DATED 8-15-89.
4. BEARING REFERENCE: N89°38'00"W FOR THE SOUTHERLY LINE OF ORV 3278, PAGE 733.

DATE: JUNE 18, 2002  
SCALE: 1" = 100'

SHEET \_\_\_ OF \_\_\_ SHEETS

PREPARED BY:  
**CLARSON & ASSOCIATES, INC.**  
PROFESSIONAL LAND SURVEYORS  
1643 NALDO AVENUE  
JACKSONVILLE, FLORIDA, 32207  
PHONE: (904)-386-2623  
FAX: (904)-398-2633

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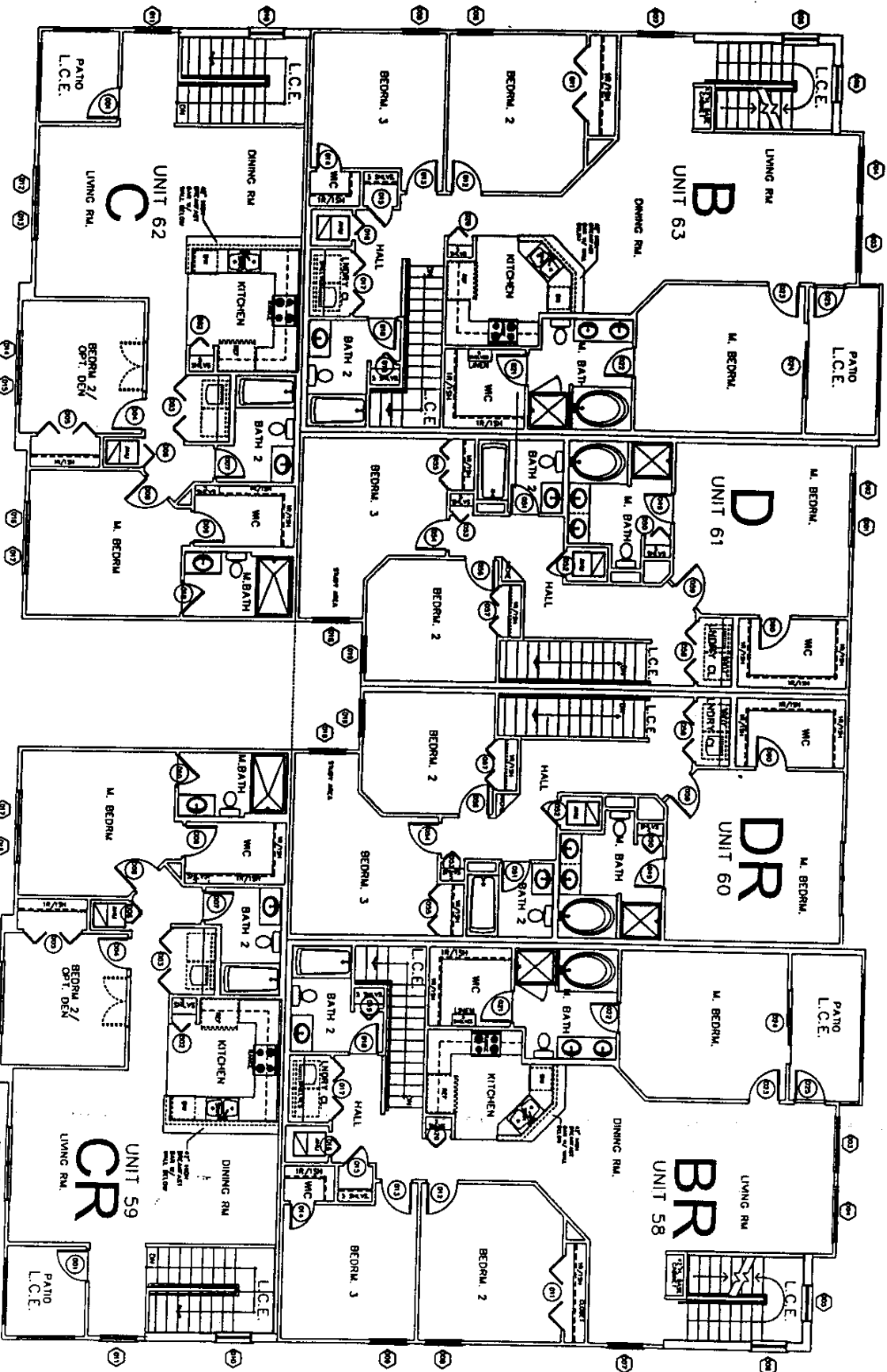


PHASE 1  
 FIRST FLOOR PLAN  
 NOT TO SCALE

<p>DATE: _____</p> <p>REVISIONS:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table> <p>APPROVED BY: _____</p> <p>DATE: _____</p> <p>SCALE: _____</p> <p>PROJECT: _____</p> <p>NO. OF SHEETS: _____</p> <p>SHEET NO.: _____</p>	NO.	DATE	DESCRIPTION							<h2 style="margin: 0;">PHASE 1 FIRST FLOOR</h2> <p style="font-size: small; margin: 0;">This plan is subject to the terms and conditions of the master deed, which are attached hereto. It is to be read in conjunction with the site plan and the other plans in this set. The owner reserves the right to make any changes to this plan without notice and without liability to the purchaser. The purchaser shall be deemed to have accepted the plan as shown on this sheet and shall be bound by the terms and conditions of the master deed and the other plans in this set.</p>	<h2 style="margin: 0;">SUMMER GROVE</h2> <p style="margin: 0;">CONDOMINIUM &amp; TOWNHOUSE 8 PLEX UNITS</p>	<h2 style="margin: 0;">CENTEX HOMES</h2> <p style="font-size: x-small; margin: 0;">North Florida Division Phone: 904-296-4551 Fax: 904-296-8655</p> <p style="font-size: x-small; margin: 0;">8620 Southpoint Dr., South Jacksonville, FL 32216</p>
NO.	DATE	DESCRIPTION										

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PHASE 1  
 SECOND FLOOR PLAN  
 NOT TO SCALE



DATE	01 -
PROJECT	PHASE 1 SECOND FLOOR PLAN
SCALE	NOT TO SCALE
DESIGNED BY	
CHECKED BY	
DATE	

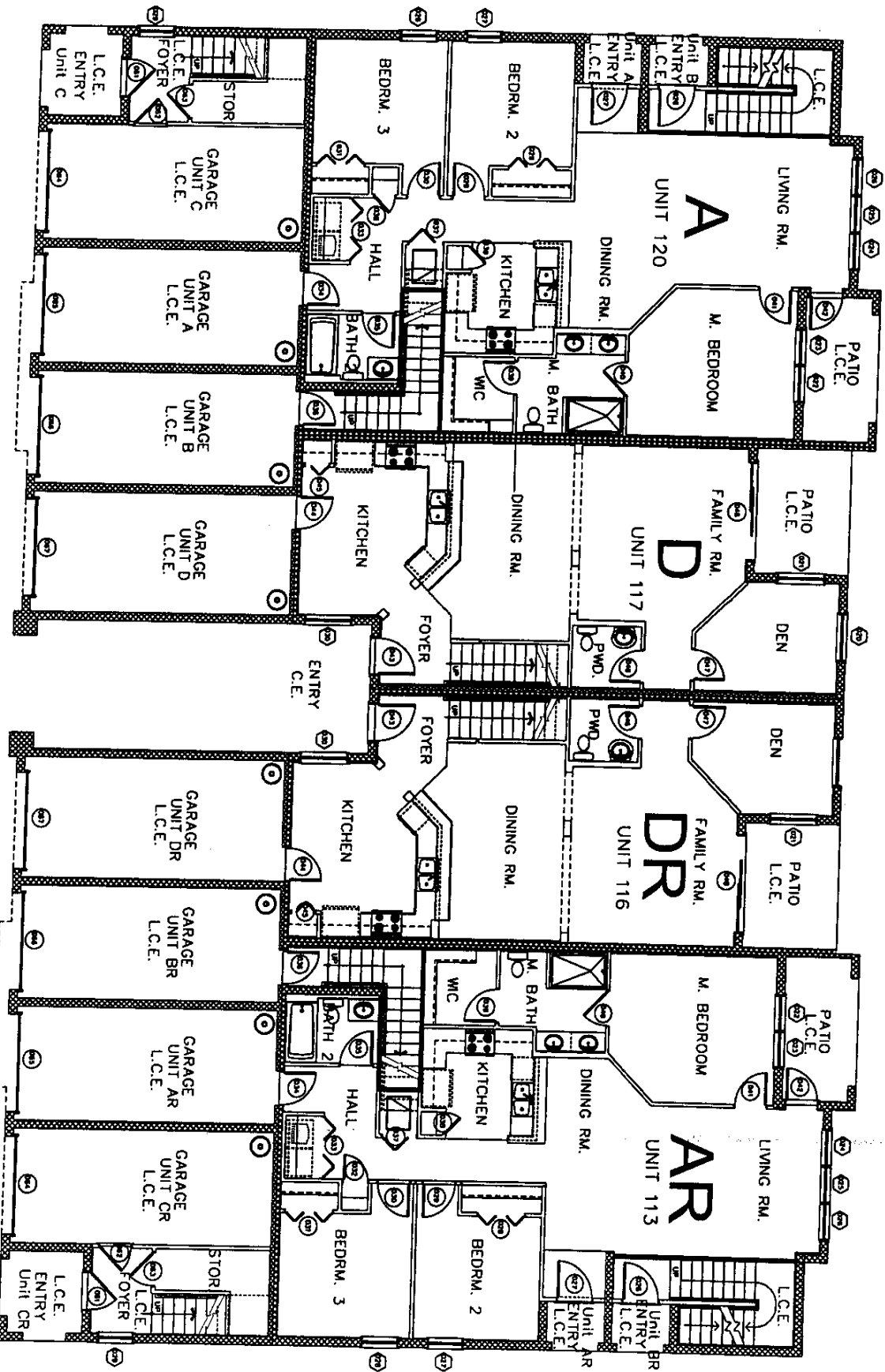
**PHASE 1  
 SECOND FLOOR**

**SUMMER GROVE**  
 CONDOMINIUM & TOWNHOUSE  
 9 FLEX UNITS

**CENTEX HOMES**  
 North Florida Division  
 Phone: 904-388-8281  
 Fax: 904-388-8285  
 8629 Sandpiper Ct., Suite 500  
 Jacksonville, FL 32210

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PHASE 2  
 FIRST FLOOR PLAN  
 NOT TO SCALE



**PHASE 2  
 FIRST FLOOR**

By the filing of this plan, the undersigned certifies that the same complies with all applicable laws, rules, and regulations of the State of Florida, and that the same has been prepared by a duly licensed professional engineer or architect. The undersigned also certifies that the same has been prepared in accordance with the provisions of Chapter 627, Florida Statutes, and that the same has been prepared in accordance with the provisions of Chapter 627, Florida Statutes, and that the same has been prepared in accordance with the provisions of Chapter 627, Florida Statutes.

**SUMMER GROVE**

CONDOMINIUM & TOWNHOUSE  
 8 PLEX UNITS

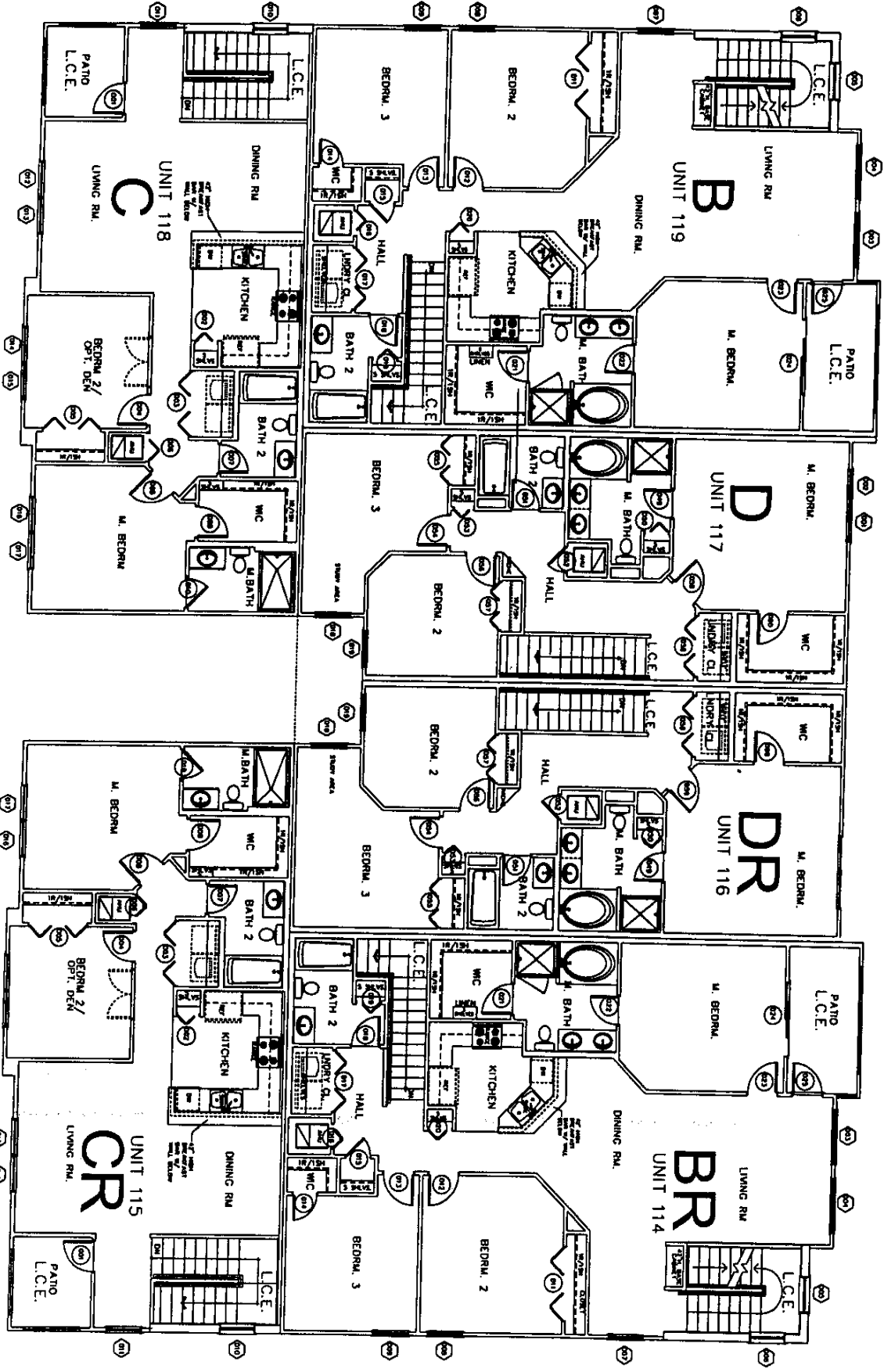
**CENTEX HOMES**

North Florida Division  
 Phone: 904-238-4601  
 Fax: 904-238-4622

9520 Southgate Dr., South  
 Suite 400  
 Jacksonville, FL 32216

Sheet	of
Revised By	DATE
Checked By	DATE
Drawn By	DATE
Scale	

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PHASE 2  
 SECOND FLOOR PLAN  
 NOT TO SCALE

DATE:	10/1/00
PROJECT:	PHASE 2
UNIT:	UNIT 114
REVISION:	
DESIGNED BY:	
CHECKED BY:	
DATE:	
SCALE:	
BY:	
DATE:	

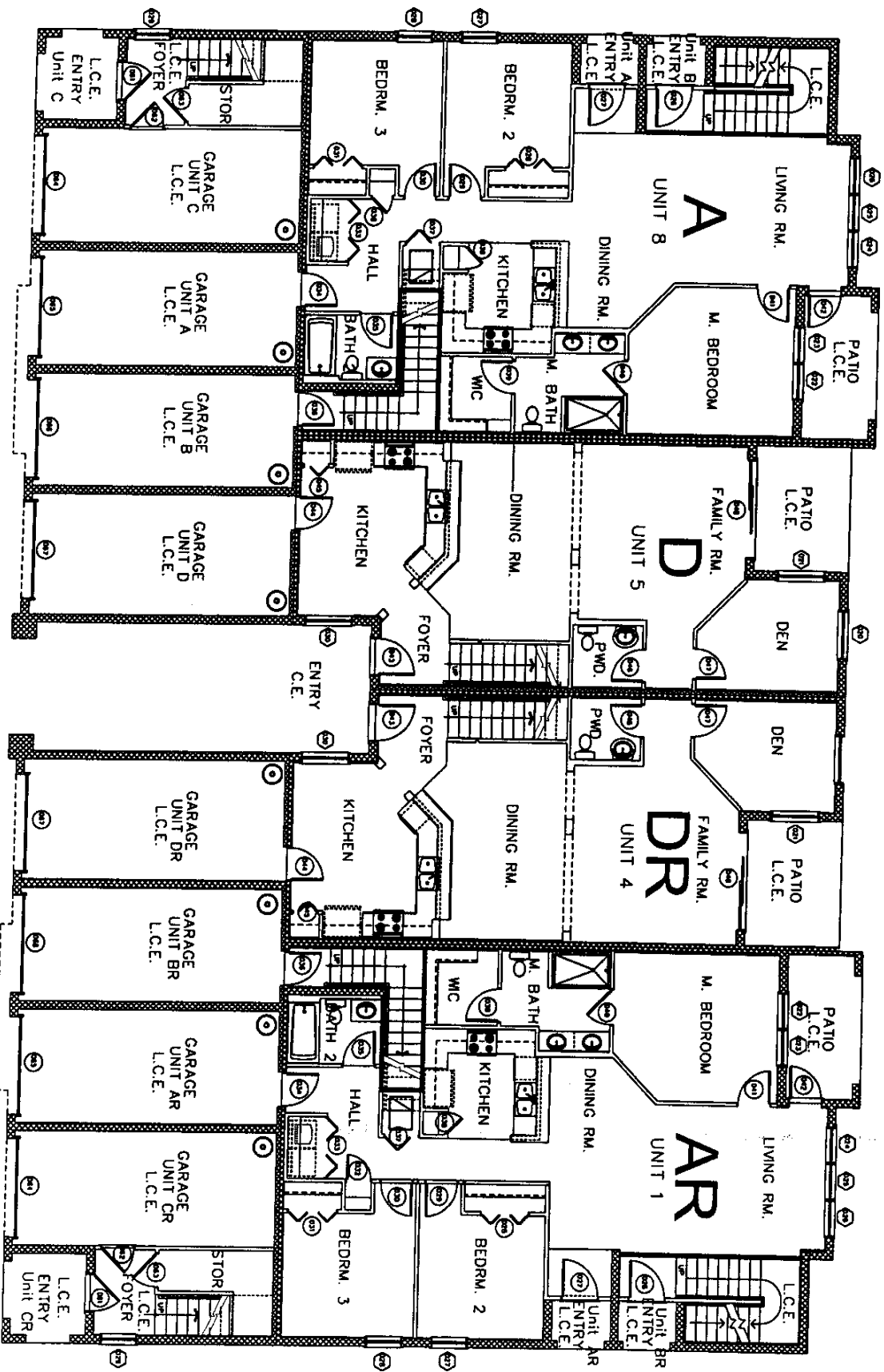
**PHASE 2  
 SECOND FLOOR**

**SUMMER GROVE**  
 CONDOMINIUM & TOWNHOUSE  
 8 PLEX UNITS

**CENTEX HOMES**  
 North Florida Division  
 Phone: 904-298-4351  
 Fax: 904-298-8805  
 1400 Southwood Dr., Suite 400  
 Jacksonville, FL 32218

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PHASE 3  
 FIRST FLOOR PLAN  
 NOT TO SCALE



**PHASE 3  
 FIRST FLOOR**

**SUMMER GROVE**  
 CONDOMINIUM & TOWNHOUSE  
 8 PLEX UNITS

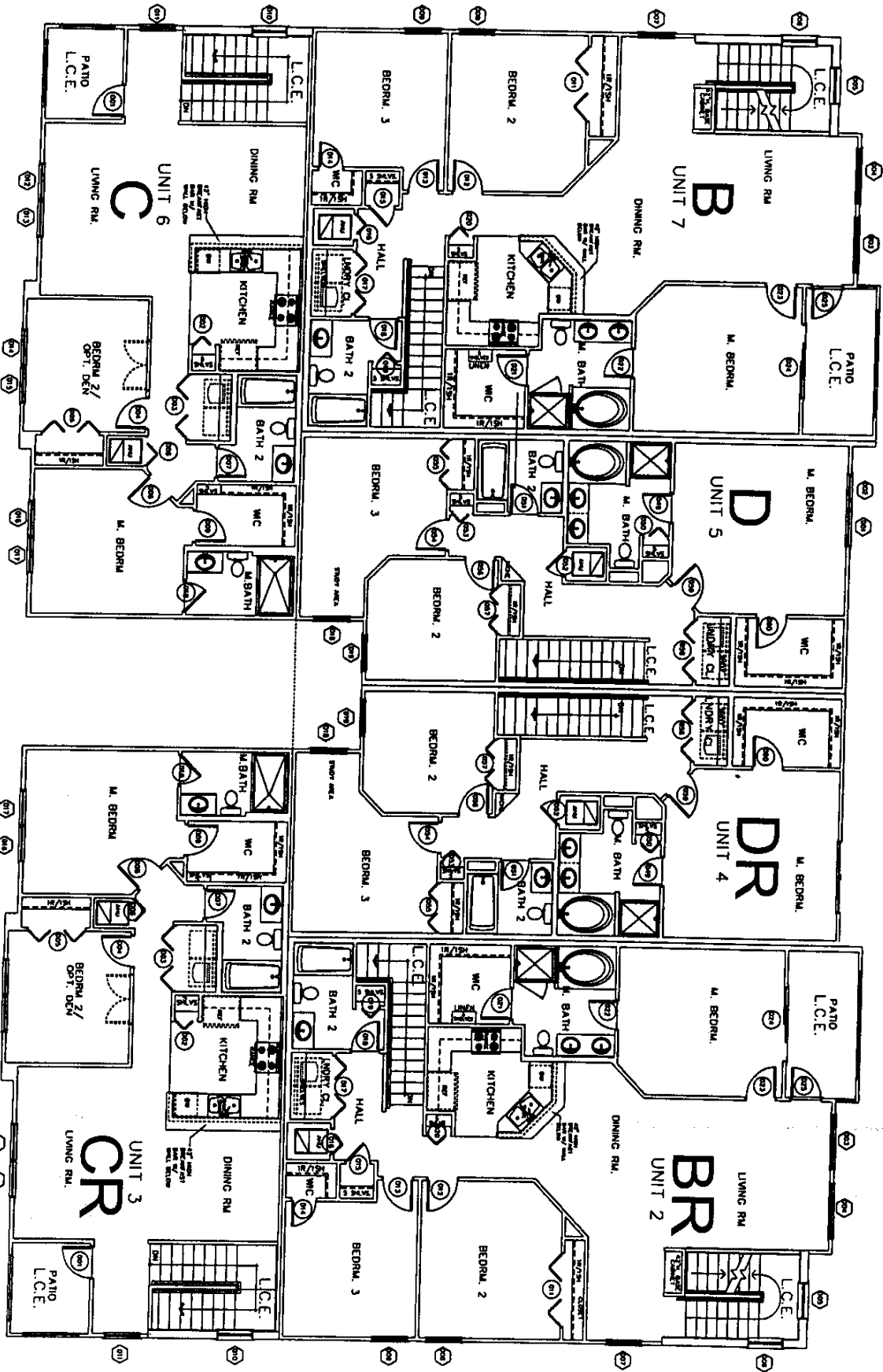
**CENTEX HOMES**  
 North Florida Division  
 Phone: 904-298-4551  
 Fax: 904-298-8855  
 6630 Southpoint Dr., South  
 Jacksonville, FL 32216

DATE:	10/15/93
PROJECT:	SUMMER GROVE
DESIGNED BY:	...
CHECKED BY:	...
IN CHARGE:	...
SCALE:	NOT TO SCALE
NO.:	...
REVISED BY:	...
DATE:	...
BY:	...
DATE:	...

Sheet: \_\_\_\_\_  
 of \_\_\_\_\_

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 L.C.E. = LIMITED COMMON ELEMENT

PHASE 3  
 SECOND FLOOR PLAN  
 NOT TO SCALE



DATE	11/1/81	
BY	STP/AVT	
REVISIONS		
NO.	DATE	DESCRIPTION
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2	11/1/81	ISSUED FOR CONSTRUCTION
3	11/1/81	ISSUED FOR RECORD

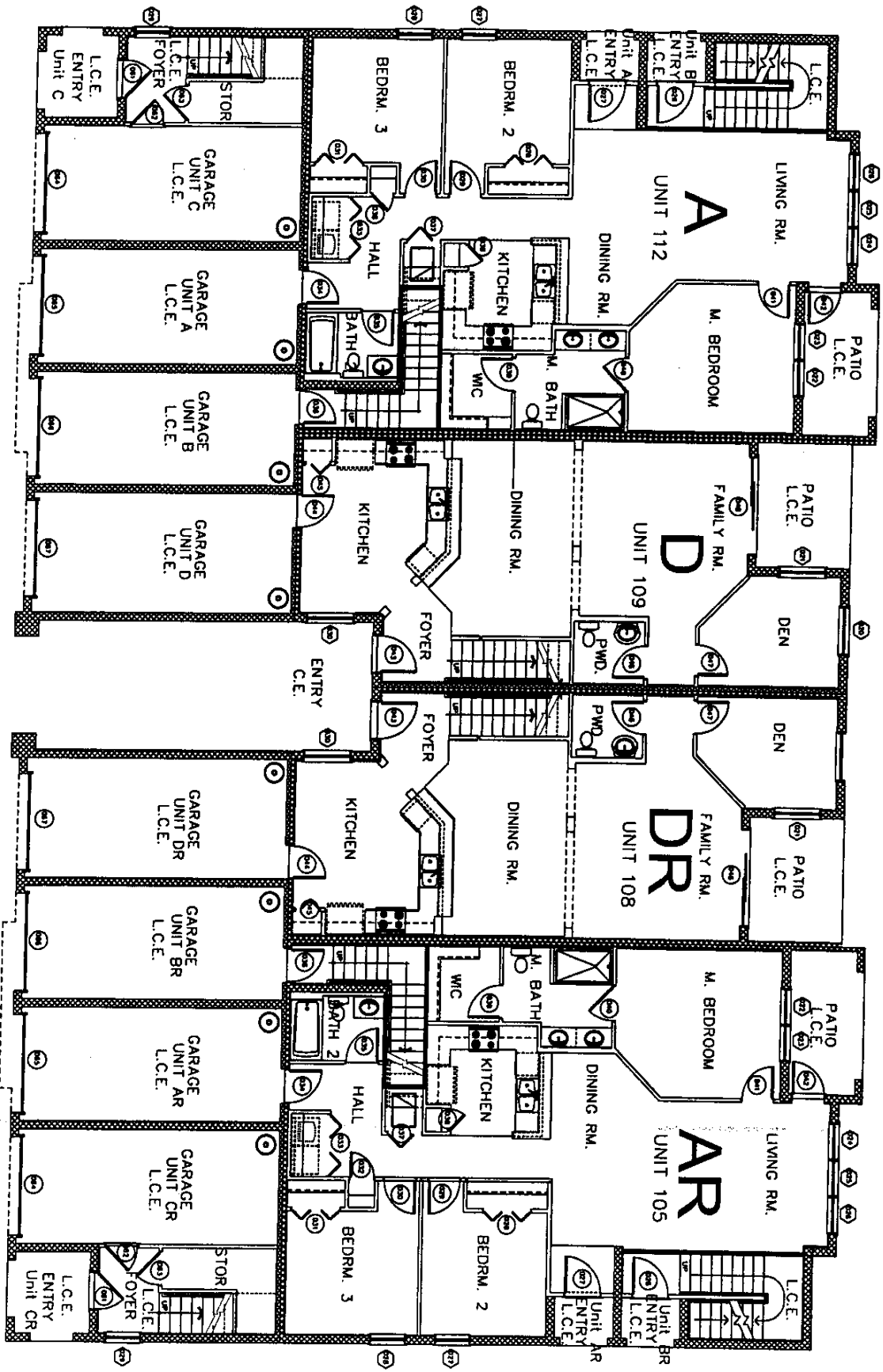
**PHASE 3  
 SECOND FLOOR**

**SUMMER GROVE**  
 CONDOMINIUM & TOWNHOUSE  
 8 PLEX UNITS

**CENTEX HOMES**  
 North Florida Division  
 Phone: 904-298-4561  
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 5620 Southpoint Dr., Suite 400  
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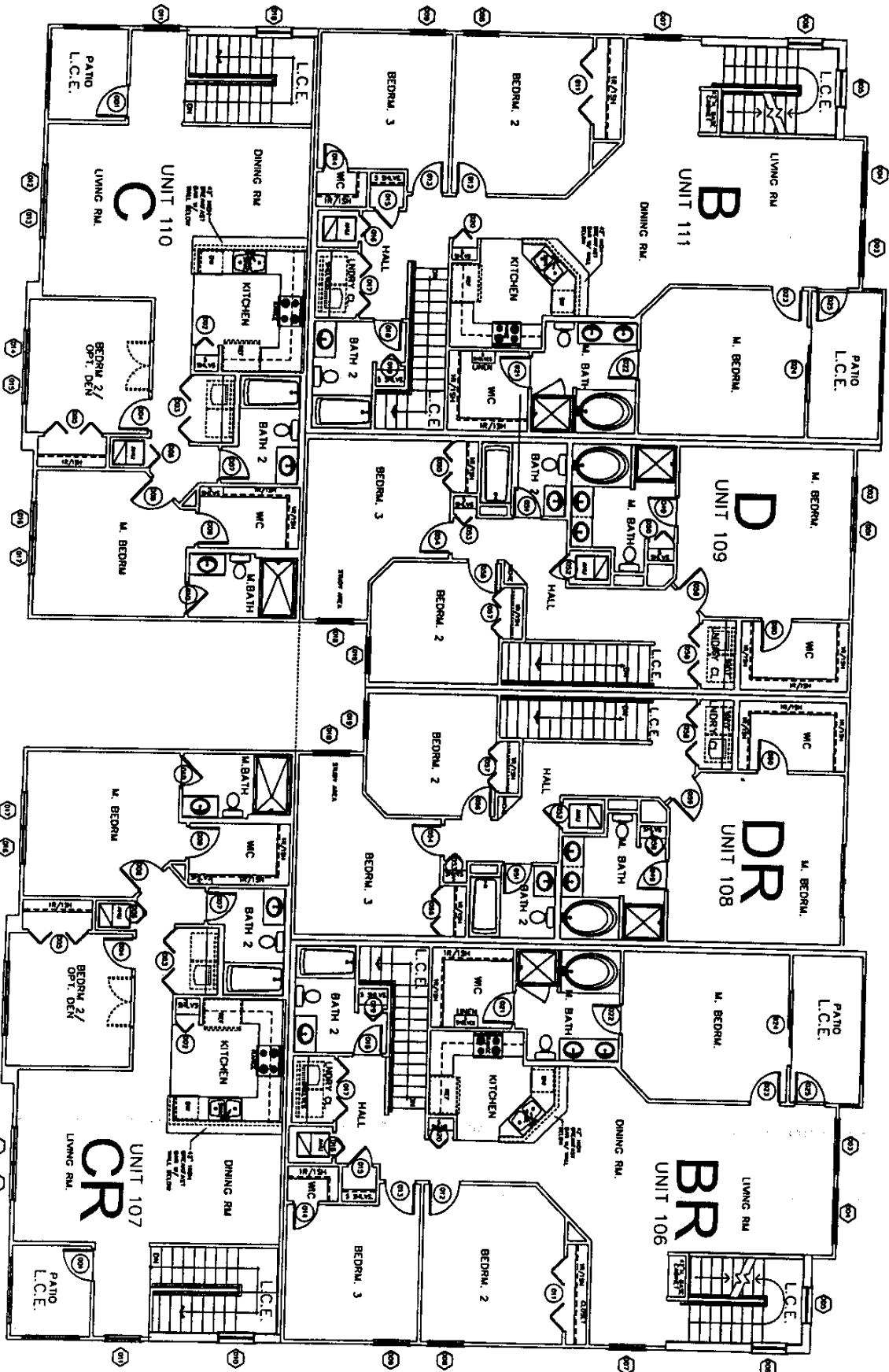


PHASE 4  
 FIRST FLOOR PLAN  
 NOT TO SCALE

<p><b>PHASE 4 FIRST FLOOR</b></p> <p>DATE: 10/15/03          DRAWN BY: [Name]          CHECKED BY: [Name]          APPROVED BY: [Name]</p>	<p><b>SUMMER GROVE</b></p> <p>CONDOMINIUM &amp; TOWNHOUSE          8 PLEX UNITS</p>	<p><b>CENTEX HOMES</b></p> <p>North Florida Division          Phone: 904-290-8551          Fax: 904-290-8555</p> <p>2620 Southpoint Dr., Suite 108          Jacksonville, FL 32216</p>
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PHASE 4  
 SECOND FLOOR PLAN  
 NOT TO SCALE



PHASE 4  
 SECOND FLOOR

**SUMMER GROVE**  
 CONDOMINIUM & TOWNHOUSE  
 8 PLEX UNITS

**CENTEX HOMES**

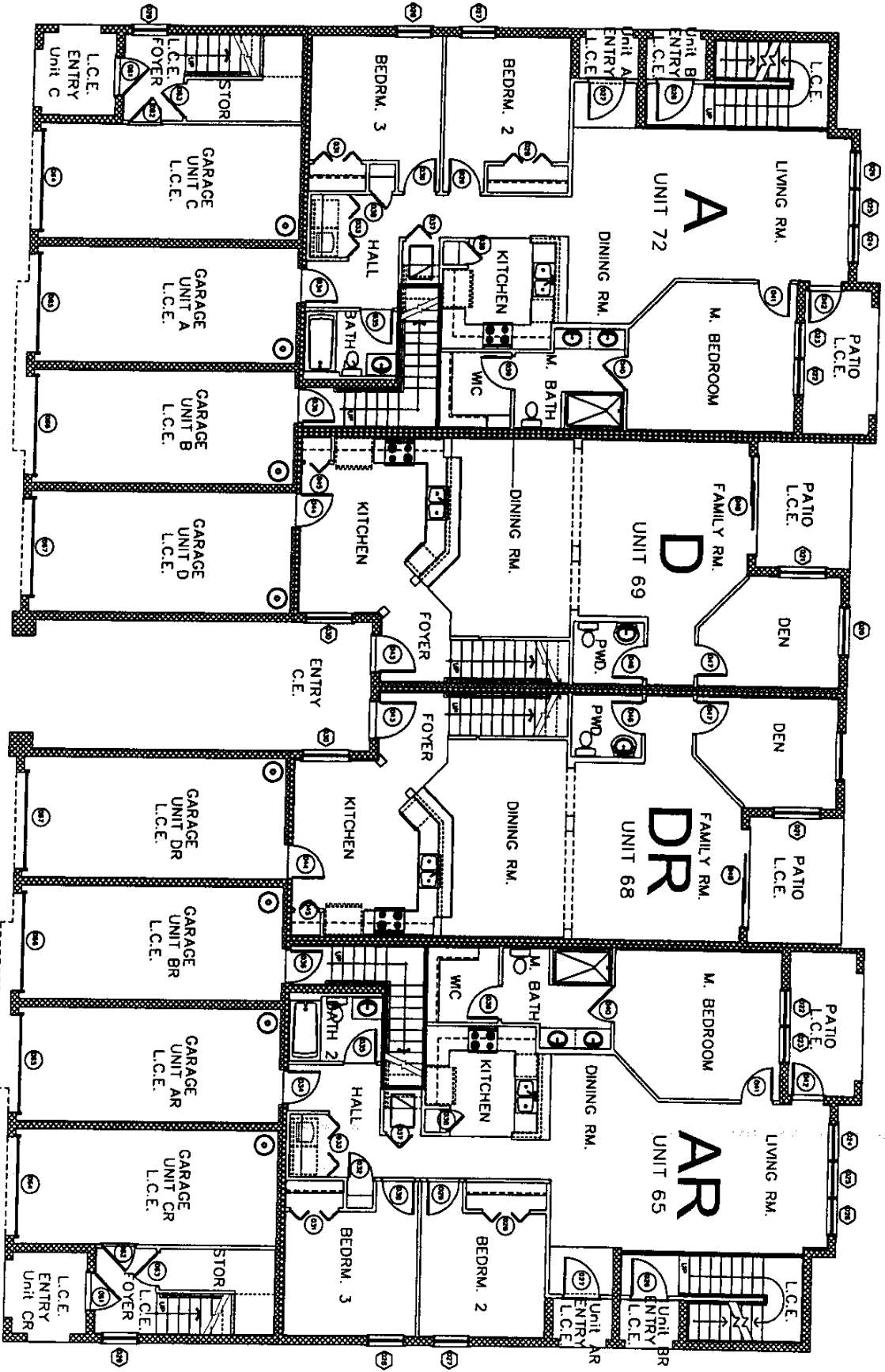
North Florida Division  
 Phone: 904-258-4531  
 Fax: 904-258-8665

6620 Southpark Dr., South  
 Suite 402  
 Jacksonville, FL 32216

DATE	10/1/93
DESIGNED BY	...
CHECKED BY	...
DATE	...
SCALE	...
PROJECT NO.	...
CLIENT	...
LOCATION	...
DESCRIPTION	...
REVISIONS	...

C.E. = COMMON ELEMENT  
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PHASE 5  
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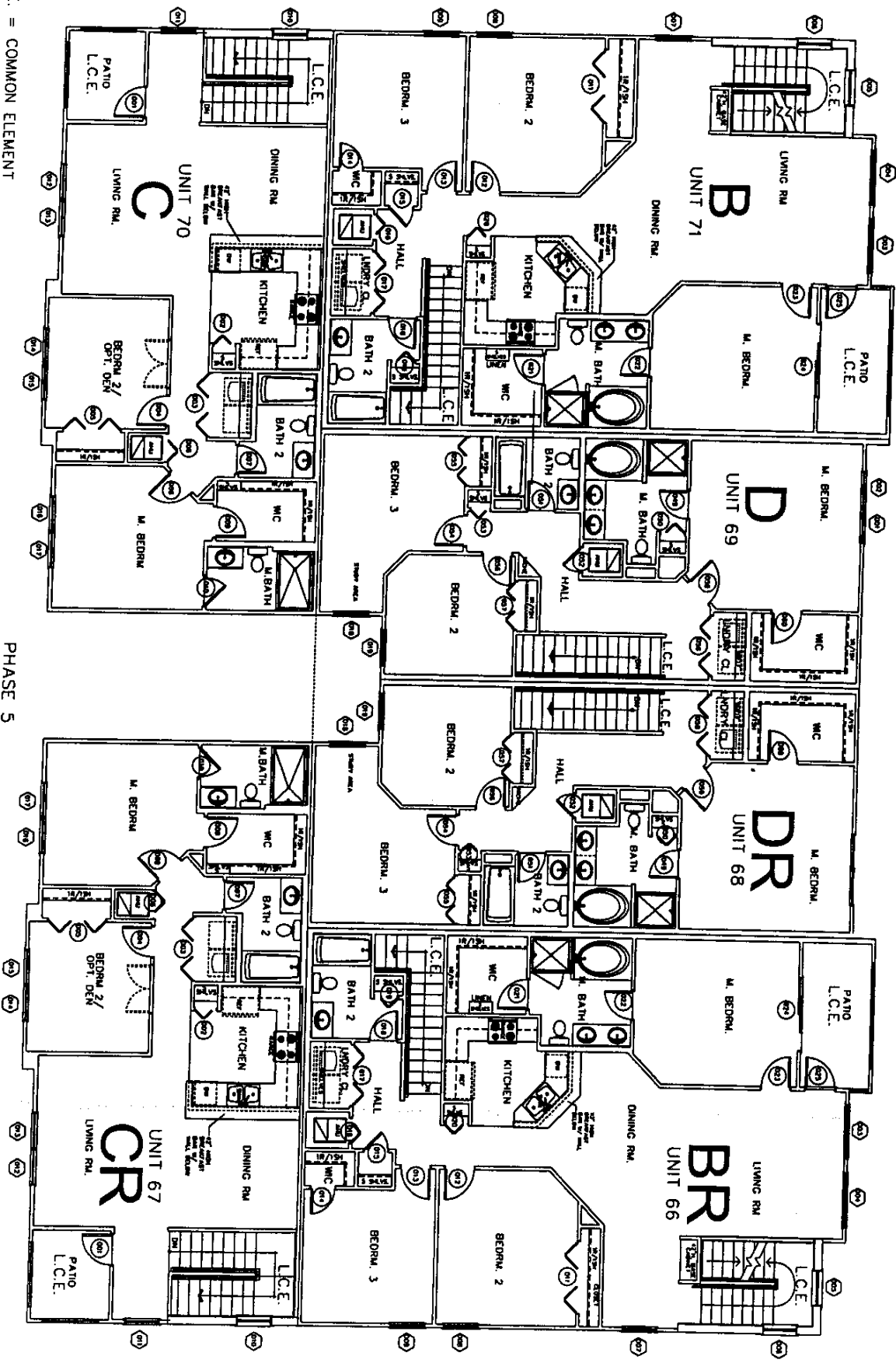


<p>PHASE 5 FIRST FLOOR</p> <p>DATE: _____</p> <p>BY: _____</p>	<p><b>SUMMER GROVE</b></p> <p>CONDOMINIUM &amp; TOWNHOUSE 8 PLEX UNITS</p>	<p><b>CENTEX HOMES</b></p> <p>North Florida Division Phone: 904-296-4561 Fax: 904-296-8656</p> <p>8620 Sandpoint Dr., South Suite 400 Jacksonville, FL 32216</p>
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Book 1088-1 Page 124

PHASE 5  
 SECOND FLOOR PLAN  
 NOT TO SCALE



Project Name	PHASE 5 SECOND FLOOR
Project No.	
Revision No.	
Revision Description	
Scale	
Sheet No.	
Drawn By	
Checked By	
Approved By	
Date	

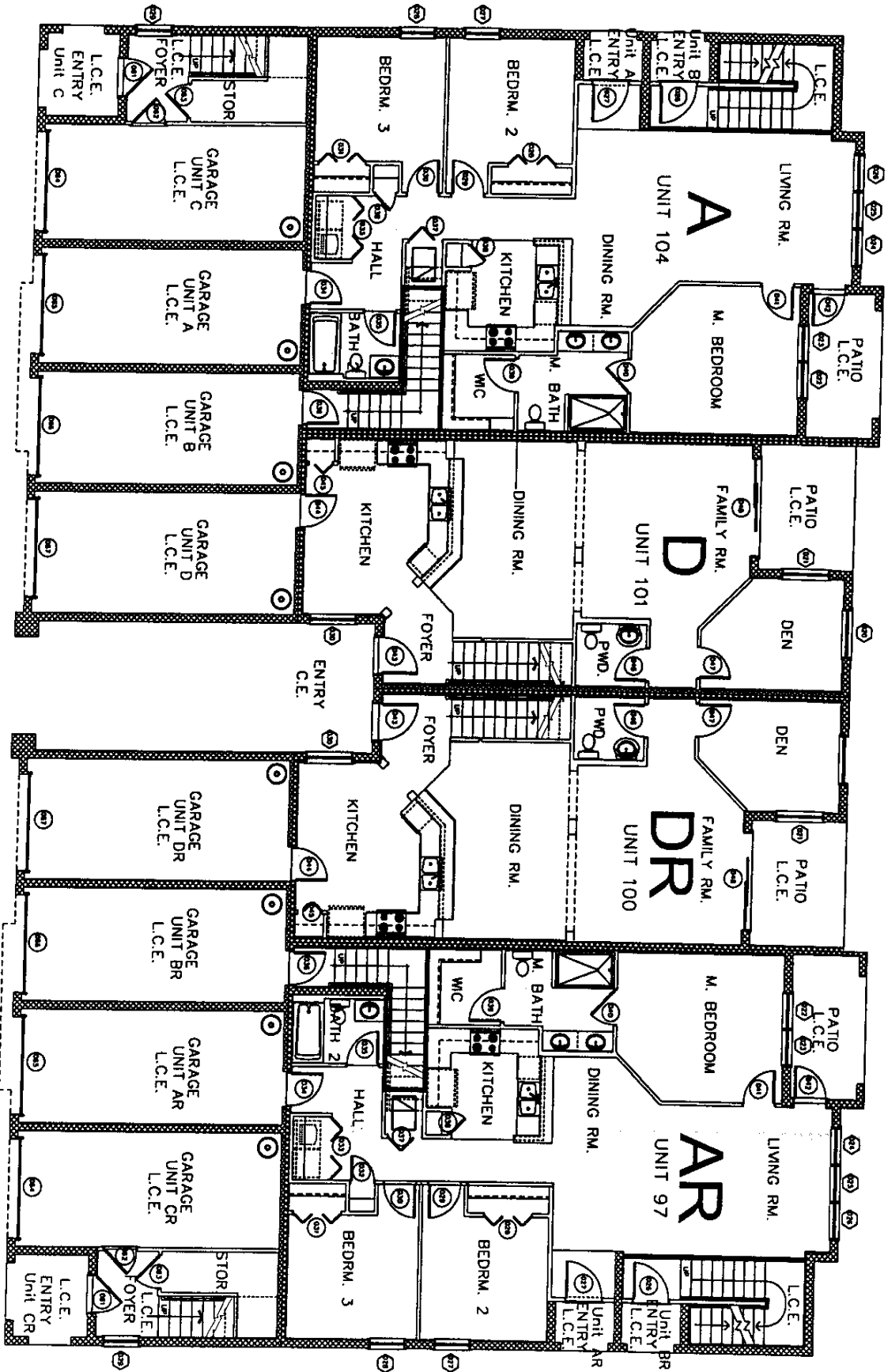
**PHASE 5  
 SECOND FLOOR**

**SUMMER GROVE**  
 CONDOMINIUM & TOWNHOUSE  
 8 PLEX UNITS

**CENTEX HOMES**  
 North Florida Division  
 Phone: 804-296-6551  
 Fax: 804-296-6665  
 8620 Southwood Dr., South  
 Suite 400  
 Jacksonville, FL 32218

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 L.C.E. = LIMITED COMMON ELEMENT

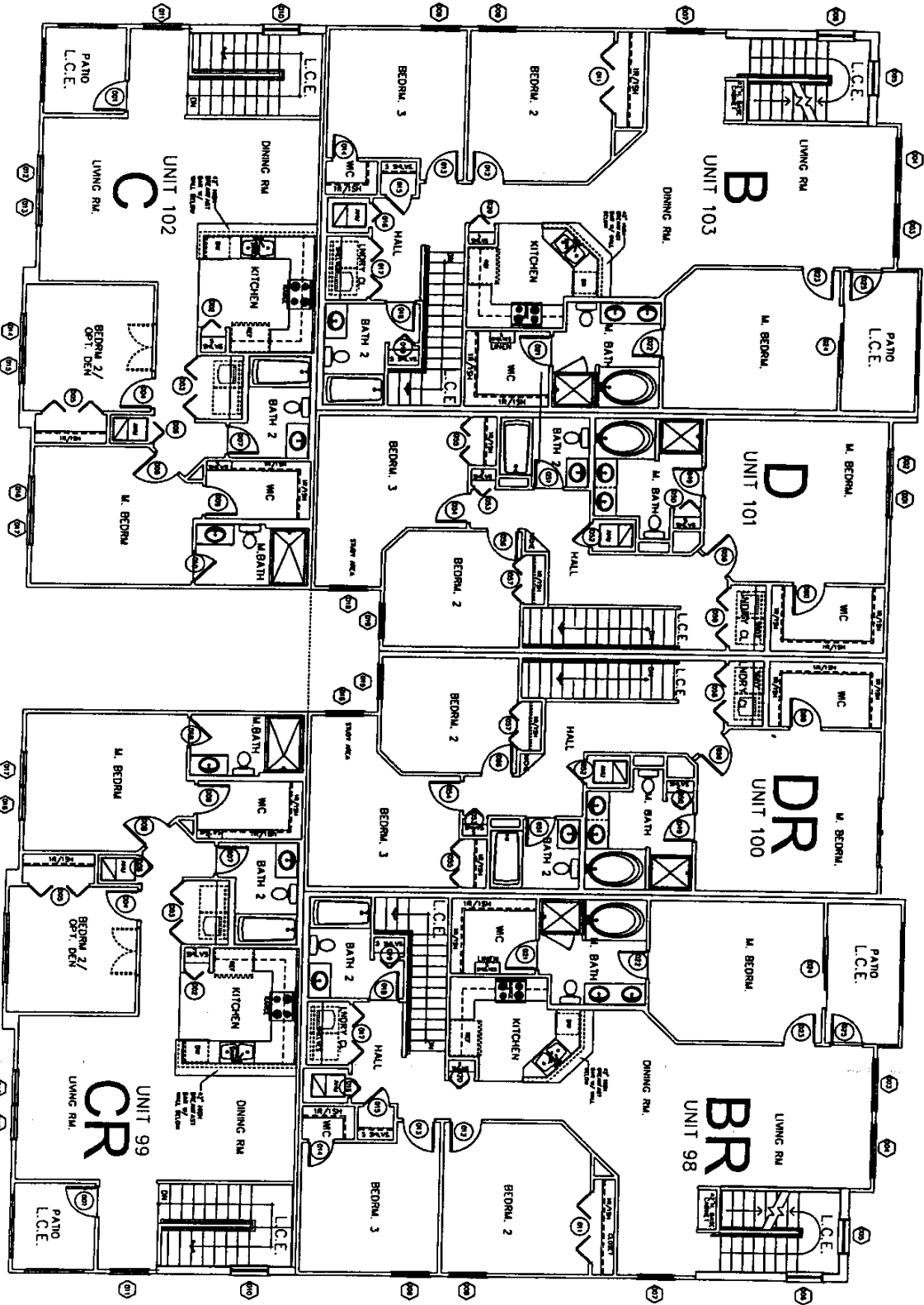
PHASE 6  
 FIRST FLOOR PLAN  
 NOT TO SCALE



<p>Sheet:</p> <p>of -</p>	<h3>PHASE 6 FIRST FLOOR</h3> <p><small>Not to Scale</small></p>	<h2>SUMMER GROVE</h2> <p>CONDOMINIUM &amp; TOWNHOUSE 8 PLEX UNITS</p>	<h2>CENTEX HOMES</h2> <p>North Florida Division                  Phone: 904-296-4561                  Fax: 904-296-8066</p> <p>8620 Southgate Dr., South                  Suite 400                  Jacksonville, FL 32216</p>
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PHASE 6  
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 NOT TO SCALE



Sheet:	of -
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DESIGNED BY:	
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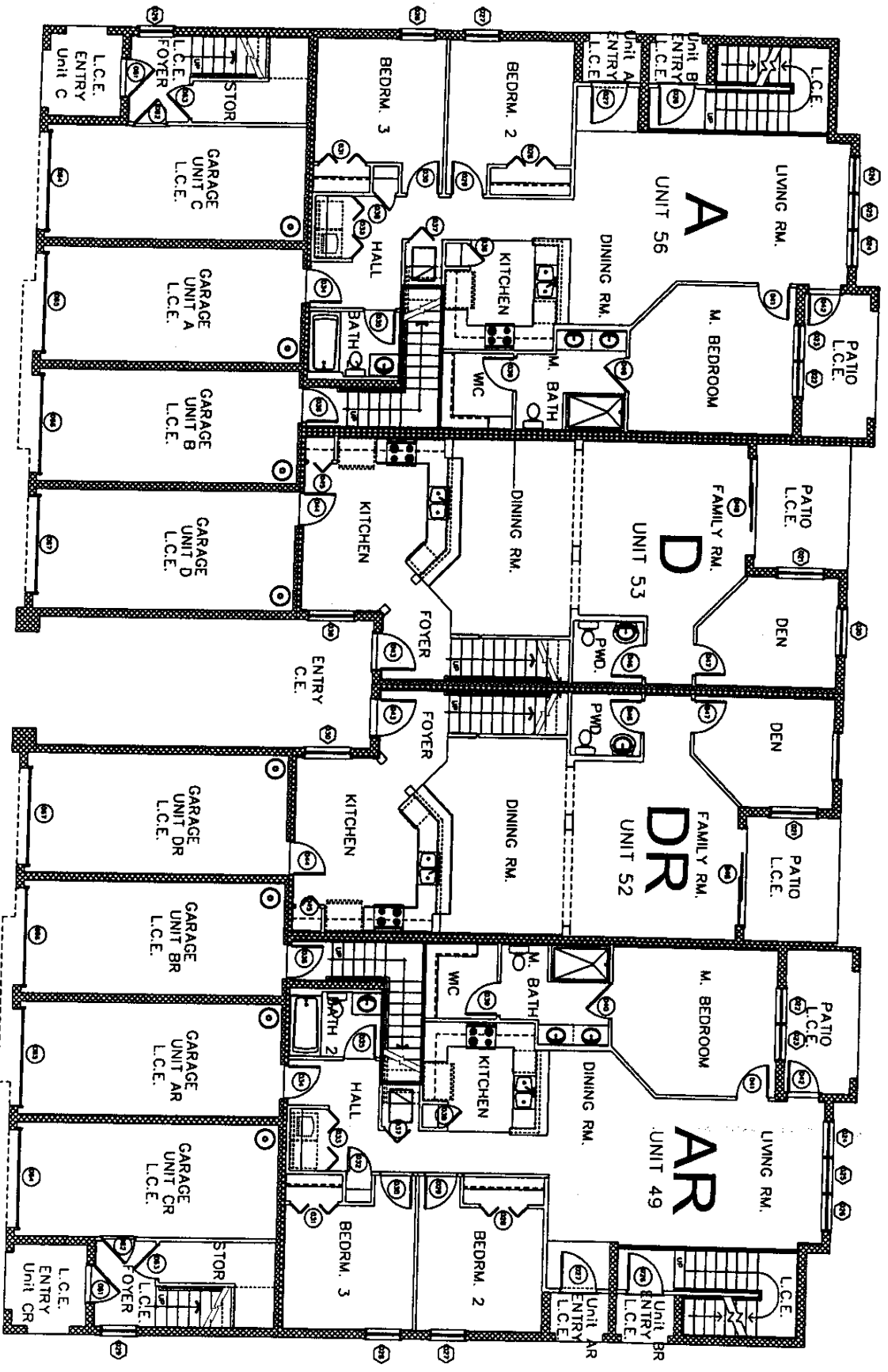
### PHASE 6 SECOND FLOOR

**SUMMER GROVE**  
 CONDOMINIUM & TOWNHOUSE  
 8 PLEX UNITS

**CENTEX HOMES**  
 North Florida Division  
 Phone: 904-256-6001  
 Fax: 904-256-6005  
 6620 Southpoint Dr., South  
 Jacksonville, FL 32216

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 L.C.E. = LIMITED COMMON ELEMENT

PHASE 7  
 FIRST FLOOR PLAN  
 NOT TO SCALE

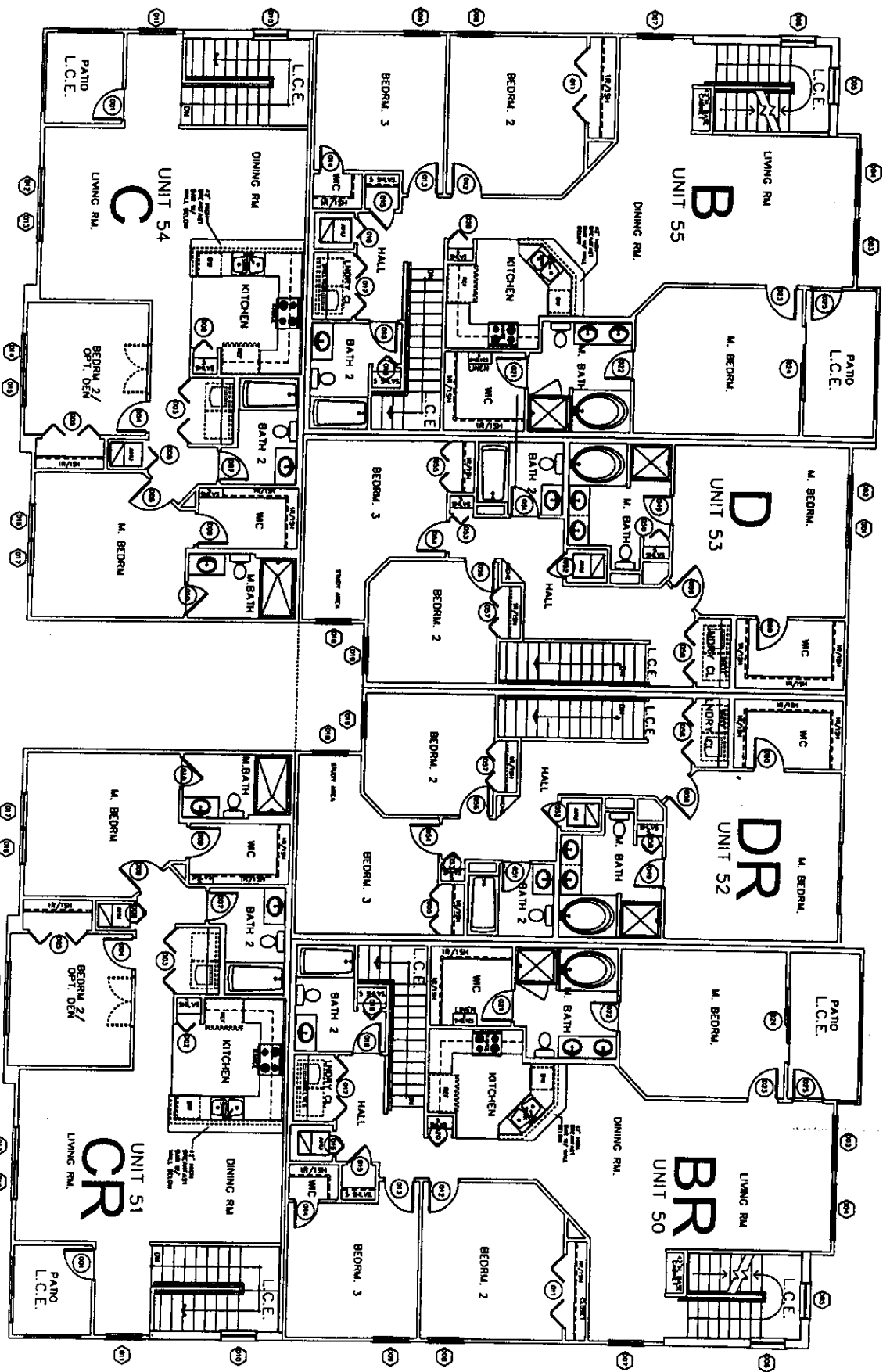


DATE	BY
REVISION	BY
NO.	DATE
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9	10/1/00
10	10/1/00

**PHASE 7  
 FIRST FLOOR**

**SUMMER GROVE**  
 CONDOMINIUM & TOWNHOUSE  
 8 PLEX UNITS

**CENTEX HOMES**  
 North Florida Division  
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 Fax: 904-298-8865  
 8620 Southpoint Ct., Suite 400  
 Jacksonville, FL 32216



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821-8887 18901-BOOK

PHASE 7  
 SECOND FLOOR PLAN  
 NOT TO SCALE

Sheet:	01
of:	1
Revised:	
Approved by:	
Checked by:	
Drawn by:	
Date:	

## PHASE 7 SECOND FLOOR

This document represents the approved design and construction of the project. It is intended for use by the contractor and is not to be used for any other purpose. The contractor shall be responsible for obtaining all necessary permits and licenses for the work of the contractor. The contractor shall be responsible for obtaining all necessary permits and licenses for the work of the contractor. The contractor shall be responsible for obtaining all necessary permits and licenses for the work of the contractor.

**SUMMER GROVE**  
 CONDOMINIUM & TOWNHOUSE  
 8 PLEX UNITS

**CENTEX HOMES**

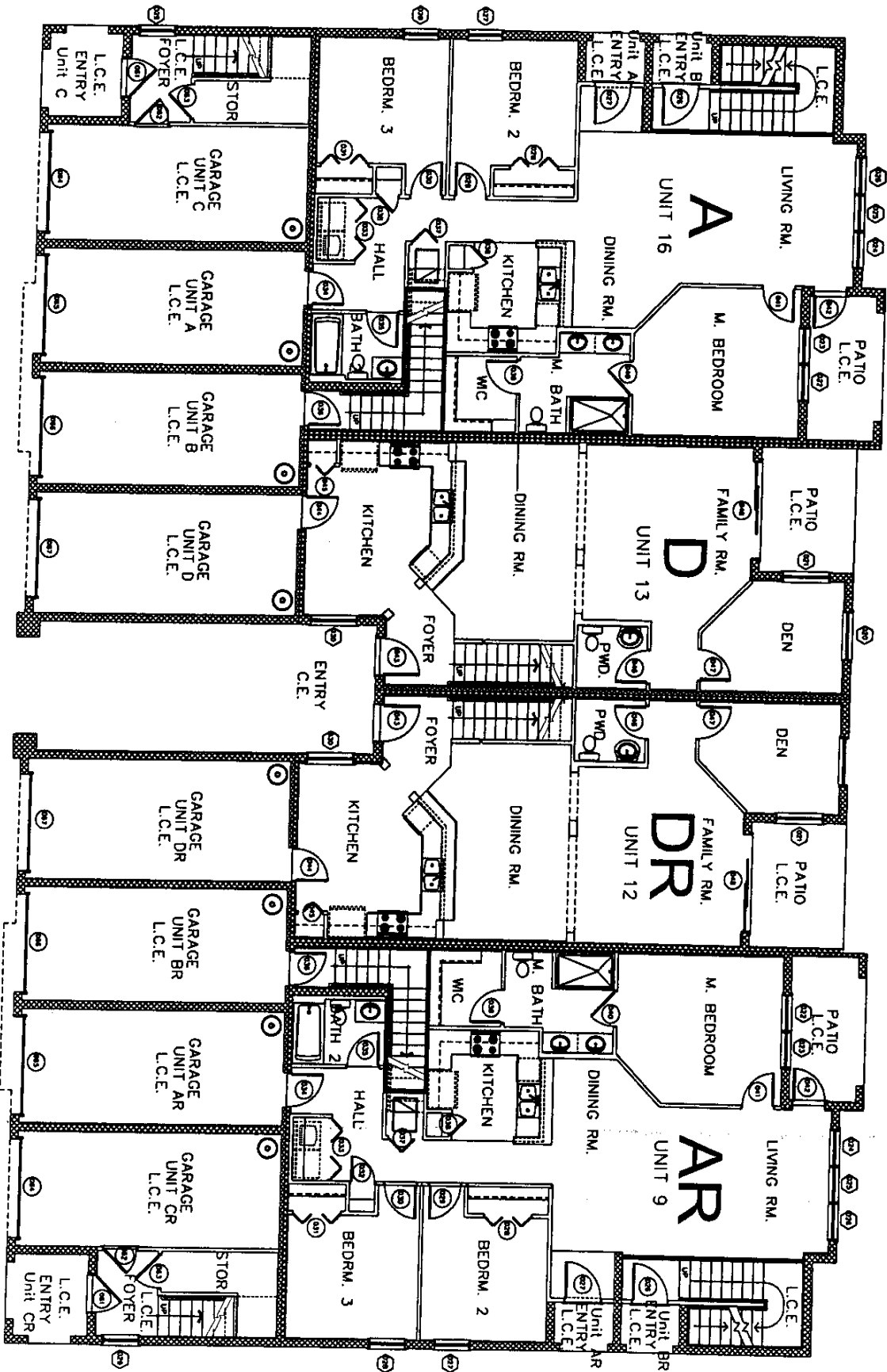
North Florida Division  
 Phone: 904-298-4551  
 Fax: 904-298-8855

6629 Southpark Dr., South  
 Suite 400  
 Jacksonville, FL 32216



C.E. = COMMON ELEMENT  
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PHASE 8  
 FIRST FLOOR PLAN  
 NOT TO SCALE



DATE:	
DESIGNED BY:	
CHECKED BY:	
DATE:	
SCALE:	
PROJECT:	

**PHASE 8  
 FIRST FLOOR**

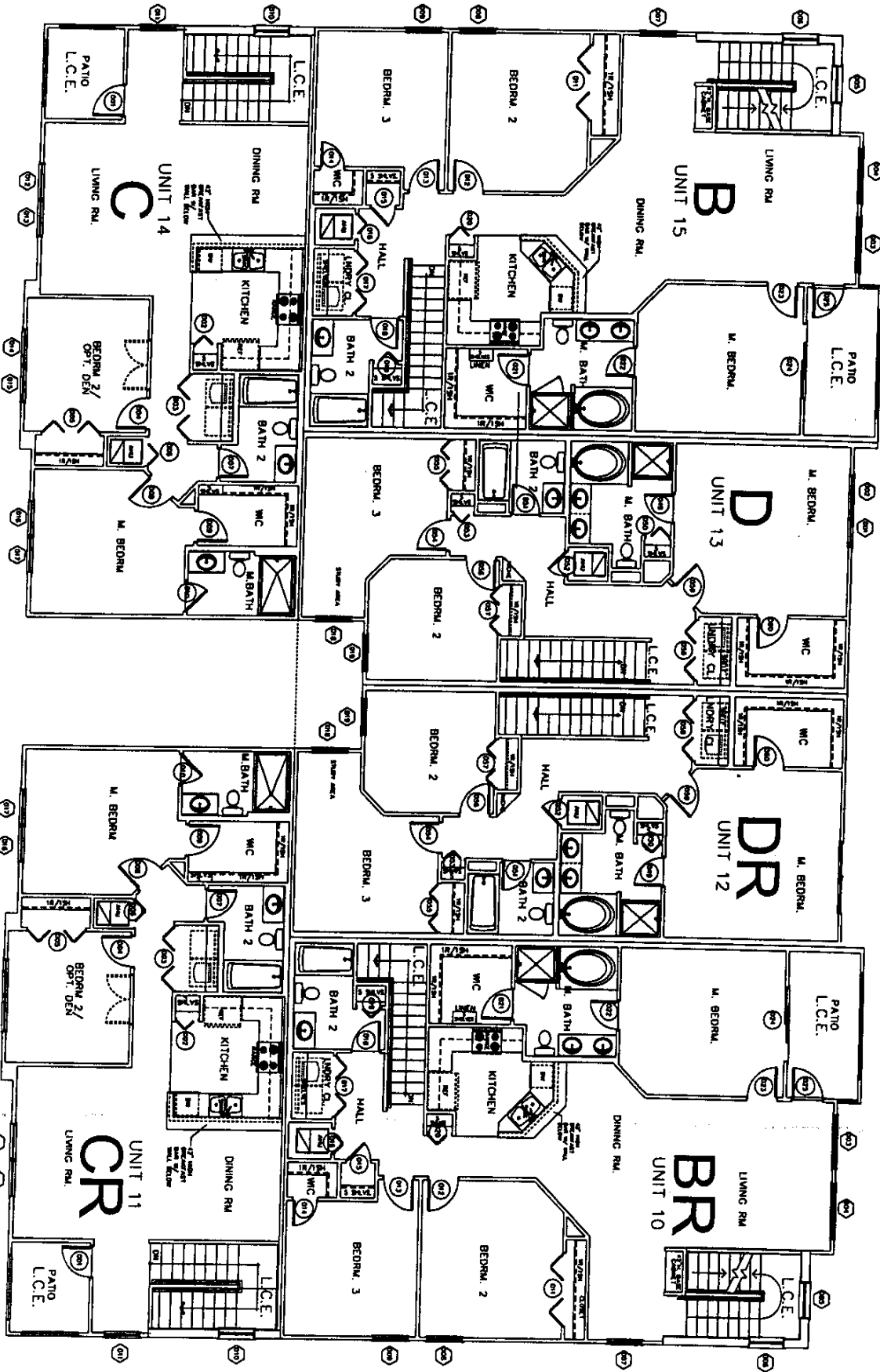
This drawing is the property of Centex Homes, Inc. and is to be used only for the project and units shown hereon. It is not to be used for any other project or units without the written consent of Centex Homes, Inc. All dimensions are to be verified in the field. The contractor shall be responsible for obtaining all necessary permits and for complying with all applicable codes and regulations. The contractor shall also be responsible for obtaining all necessary approvals from the local authorities. The contractor shall also be responsible for obtaining all necessary approvals from the local authorities. The contractor shall also be responsible for obtaining all necessary approvals from the local authorities.

**SUMMER GROVE**  
 CONDOMINIUM & TOWNHOUSE  
 8 PLEX UNITS

**CENTEX HOMES**  
 North Florida Division  
 Phone: 904-398-4561  
 Fax: 904-296-8855  
 6620 Southpoint Dr., Suite 400  
 Jacksonville, FL 32216

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 L.C.E. = LIMITED COMMON ELEMENT

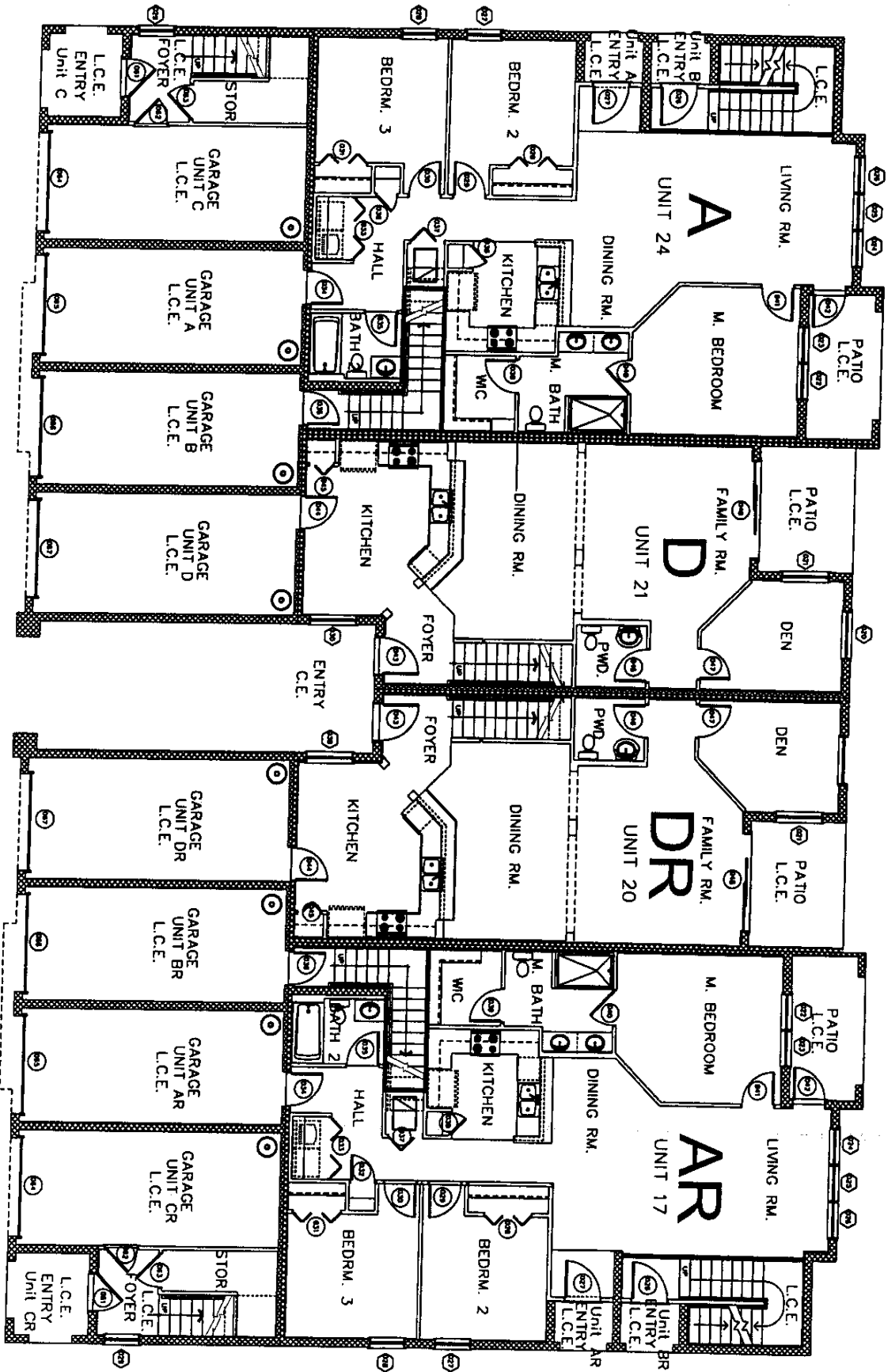
PHASE 8  
 SECOND FLOOR PLAN  
 NOT TO SCALE



<p>PHASE 8 SECOND FLOOR</p> <p>CONDOMINIUM &amp; TOWNHOUSE 8 PLEX UNITS</p>	<p><b>SUMMER GROVE</b></p> <p>CONDOMINIUM &amp; TOWNHOUSE 8 PLEX UNITS</p>	<p><b>CENTEX HOMES</b></p> <p>North Florida Division                  Phone: 904-298-4651                  Fax: 904-298-8858</p> <p>6620 Southpoint Dr., South                  Suite 402                  Jacksonville, FL 32216</p>
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 L.C.E. = LIMITED COMMON ELEMENT

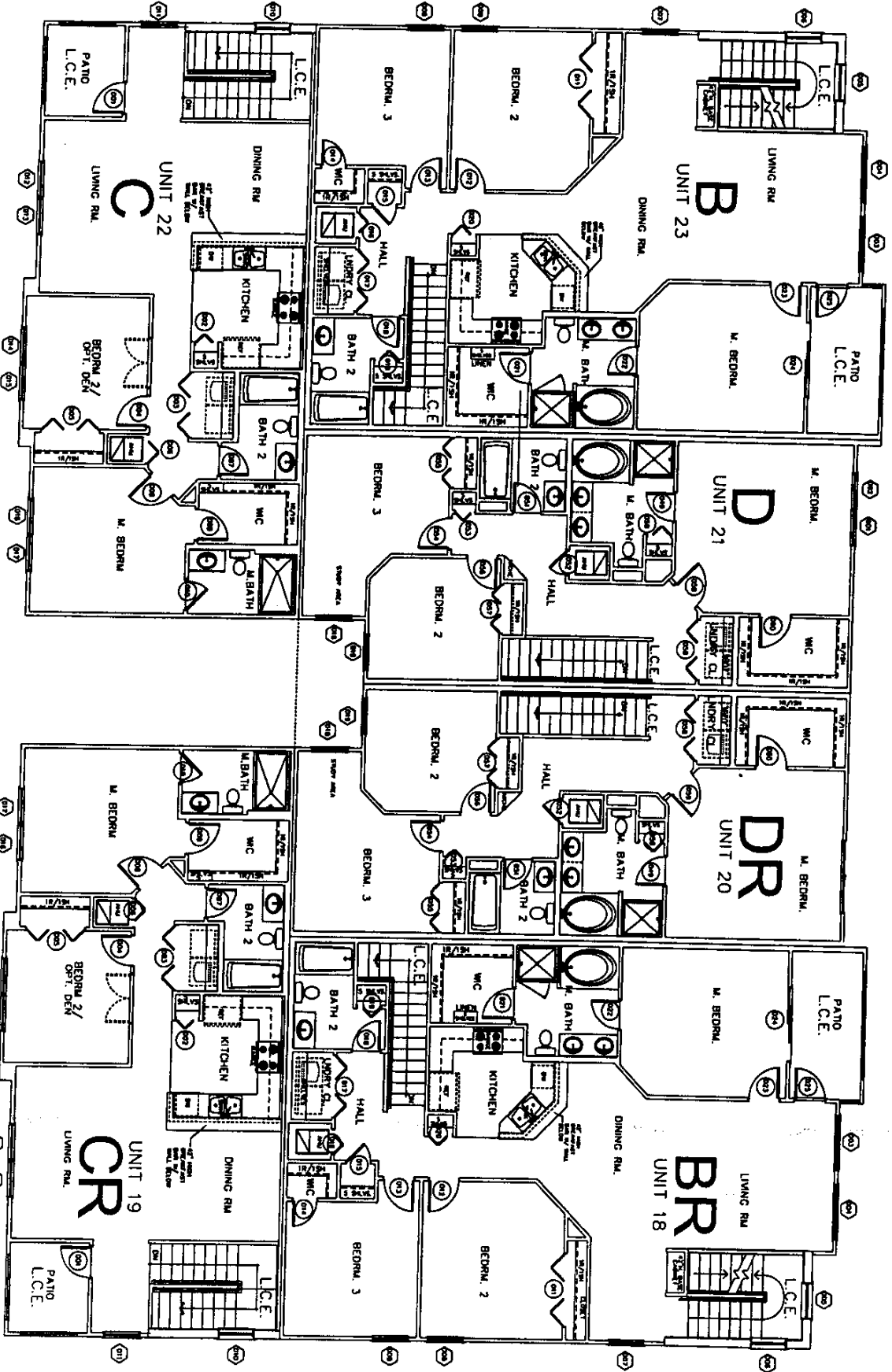
PHASE 9  
 FIRST FLOOR PLAN  
 NOT TO SCALE



<p>Sheet: _____</p> <p>DATE: _____</p> <p>SCALE: _____</p> <p>PROJECT: _____</p> <p>PHASE: _____</p>	<p><b>PHASE 9</b>  <b>FIRST FLOOR</b></p>	<p><b>SUMMER GROVE</b></p> <p>CONDOMINIUM &amp; TOWNHOUSE                  8 PLEX UNITS</p>	<p><b>CENTEX HOMES</b></p> <p>North Florida Division                  Phone: 904-298-4851                  Fax: 904-298-8886</p> <p>8620 Southpaw Dr., Suite 408                  Jacksonville, FL 32216</p>
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C.E. = COMMON ELEMENT  
 L.C.E. = LIMITED COMMON ELEMENT

PHASE 9  
 SECOND FLOOR PLAN  
 NOT TO SCALE



**PHASE 9  
 SECOND FLOOR**

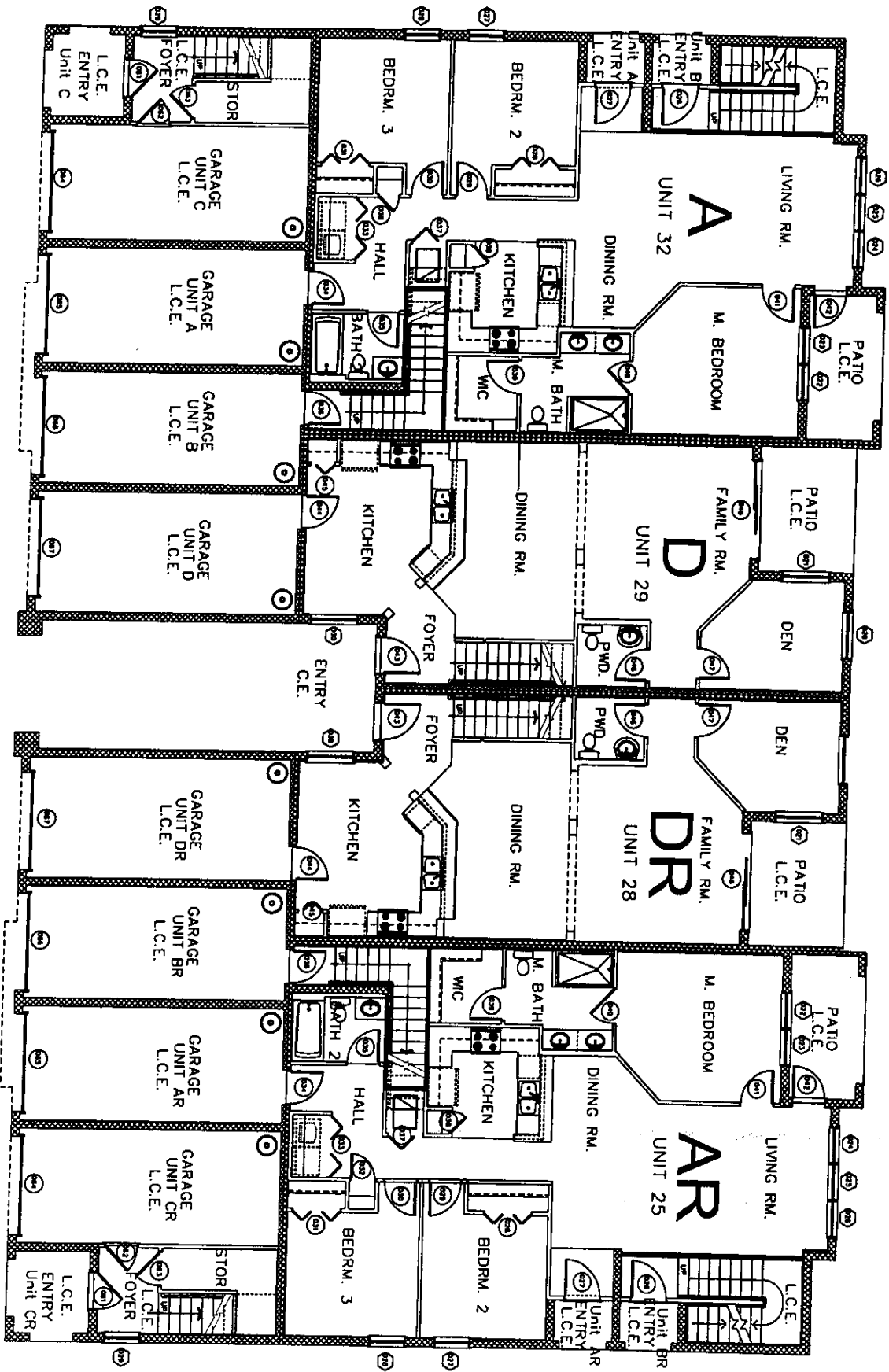
**SUMMER GROVE**  
 CONDOMINIUM & TOWNHOUSE  
 8 PLEX UNITS

**CENTEX HOMES**  
 North Florida Division  
 Phone: 904-258-4551  
 Fax: 904-258-8605  
 4620 Southpoint Dr., South  
 Suite 400  
 Jacksonville, FL 32218

DATE:	12/15/98
DRAWN BY:	...
CHECKED BY:	...
DESIGNED BY:	...
PROJECT NO.:	...
SCALE:	...
DATE:	...
BY:	...
DATE:	...
BY:	...
DATE:	...
BY:	...
DATE:	...
BY:	...
DATE:	...
BY:	...

C.E. = COMMON ELEMENT  
L.C.E. = LIMITED COMMON ELEMENT

PHASE 10  
FIRST FLOOR PLAN  
NOT TO SCALE



### PHASE 10 FIRST FLOOR

Notes: This plan shows the general layout of the units for the purpose of illustrating the general arrangement of the units. It does not show the exact location of walls, doors, windows, or other details. The units are to be constructed in accordance with the approved plans and specifications. The owner shall be responsible for obtaining all necessary permits and approvals. The plan is not to scale.

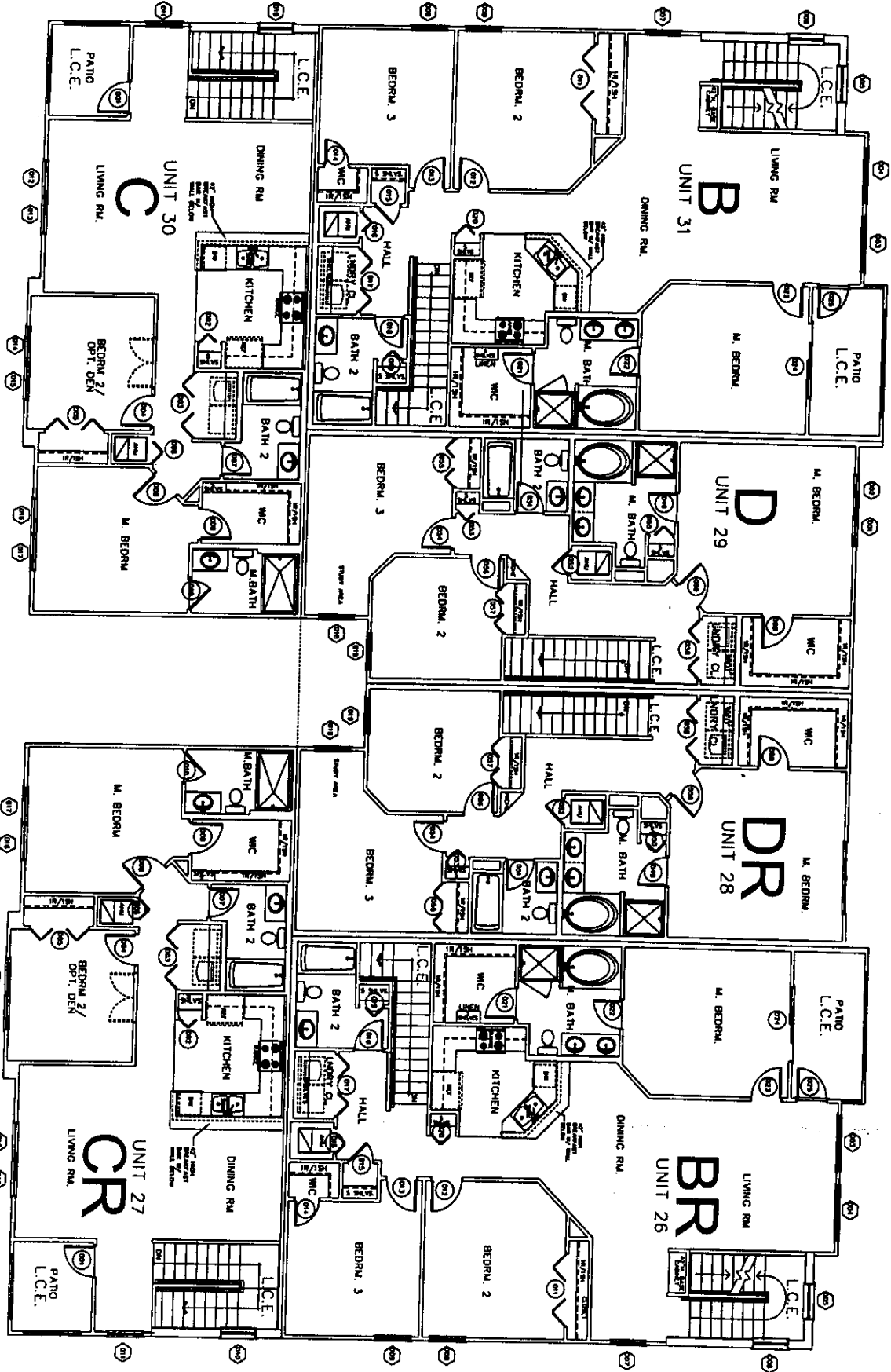
**SUMMER GROVE**  
CONDOMINIUM & TOWNHOUSE  
8 PLEX UNITS

**CENTEX HOMES**  
North Florida Division  
Phone: 904-298-4551  
Fax: 904-298-8655  
6620 Southpoint Dr., Suite 400  
Jacksonville, FL 32218

DATE	10/10/00
BY	J. L. ...
CHECKED BY	...
SCALE	NOT TO SCALE
SHEET	OF -

C.E. = COMMON ELEMENT  
L.C.E. = LIMITED COMMON ELEMENT

PHASE 10  
SECOND FLOOR PLAN  
NOT TO SCALE



### PHASE 10 SECOND FLOOR

This document is the property of Centex Homes, Inc. and is to be used only for the specific project and unit identified herein. It is not to be used for any other project or unit. Centex Homes, Inc. reserves the right to modify this plan without notice. The actual construction may vary from this plan. © 1998 Centex Homes, Inc.

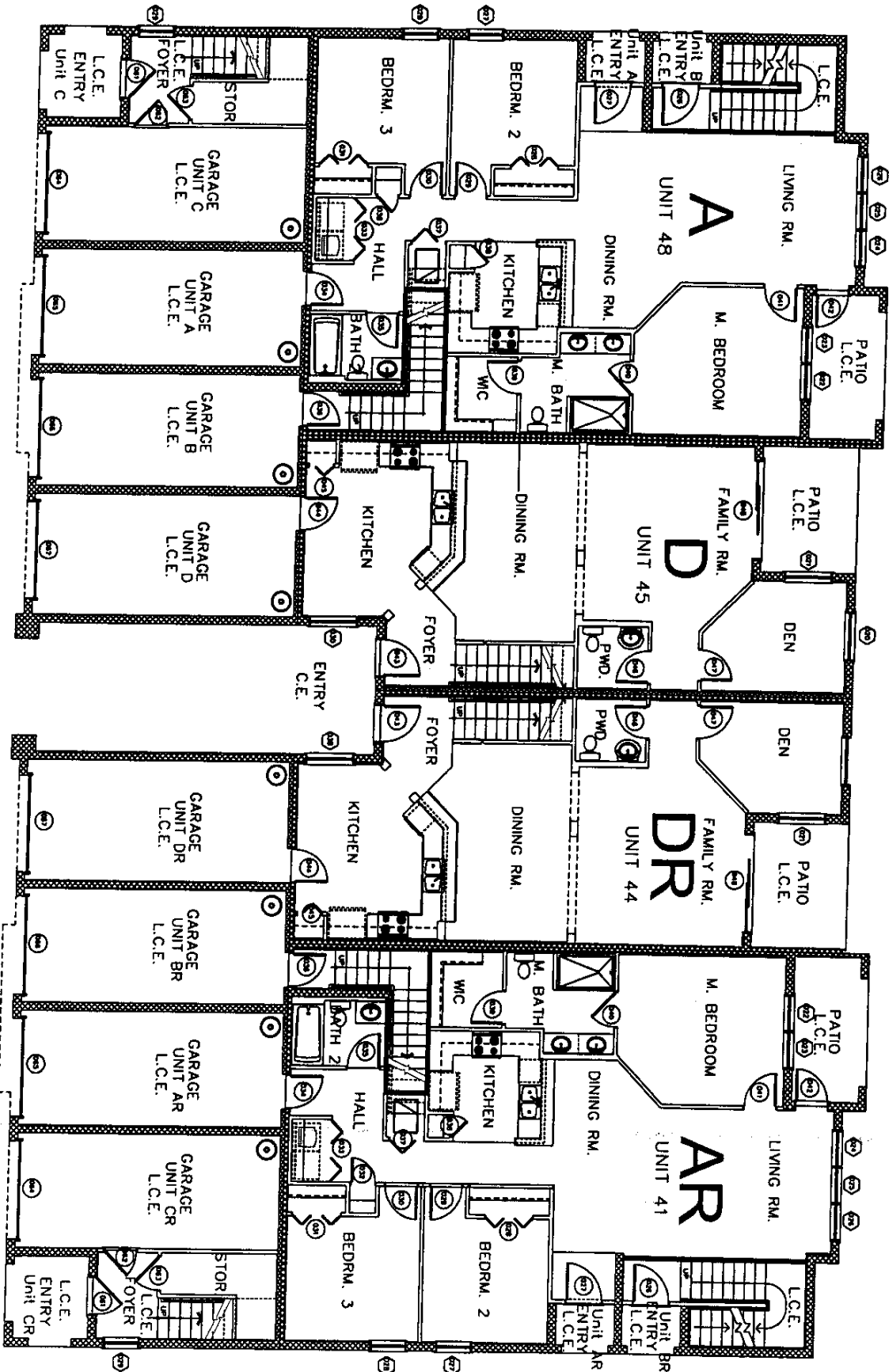
**SUMMER GROVE**  
CONDOMINIUM & TOWNHOUSE  
5 PLEX UNITS

**CENTEX HOMES**  
North Florida Division  
Phone: 904-298-4551  
Fax: 904-298-8655  
5620 Sandpoint Dr., South  
Suite 401  
Jacksonville, FL 32216

DATE:	
BY:	
REVISION:	
NO.	DESCRIPTION
1	ISSUED FOR PERMIT
2	REVISED PER PERMIT
3	REVISED PER PERMIT
4	REVISED PER PERMIT
5	REVISED PER PERMIT
6	REVISED PER PERMIT
7	REVISED PER PERMIT
8	REVISED PER PERMIT
9	REVISED PER PERMIT
10	REVISED PER PERMIT

C.E. = COMMON ELEMENT  
 L.C.E. = LIMITED COMMON ELEMENT

PHASE 11  
 FIRST FLOOR PLAN  
 NOT TO SCALE



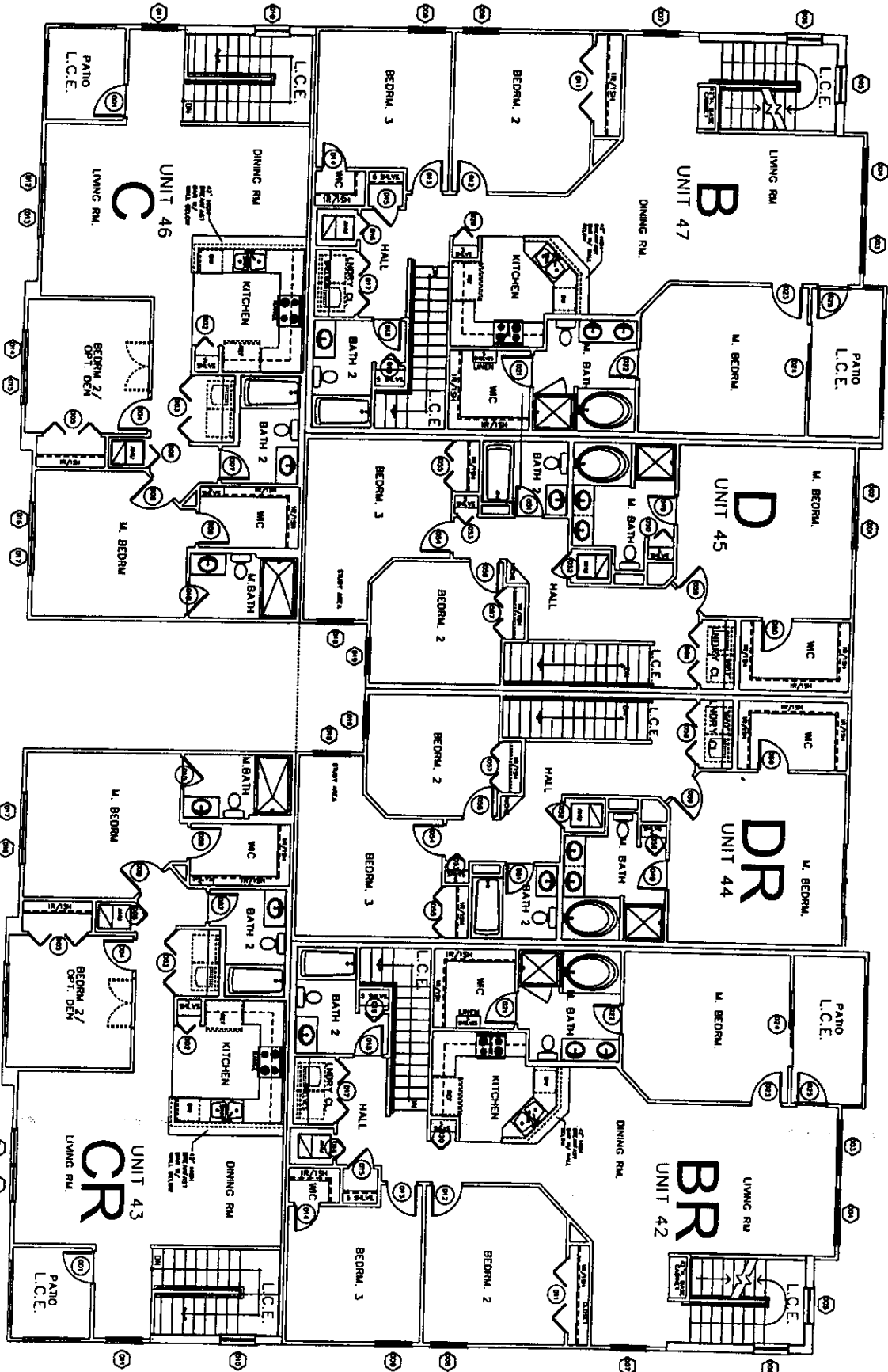
PHASE 11 FIRST FLOOR	
<small>                 This plan is intended to show the general layout and approximate dimensions of the units. It is not to be used for construction purposes. The actual construction shall be in accordance with the approved plans and specifications. The owner shall be responsible for any changes or modifications to the plan.             </small>	
Project No. Drawing No. Date Scale	Architect Engineer Designer

**SUMMER GROVE**  
 CONDOMINIUM & TOWNHOUSE  
 8 PLEX UNITS

**CENTEX HOMES**  
 North Florida Division  
 Phone: 304-298-6591  
 Fax: 304-298-8825  
 8520 Southpoint Dr., Suite 408  
 Jacksonville, FL 32216

C.E. = COMMON ELEMENT  
 L.C.E. = LIMITED COMMON ELEMENT

PHASE 11  
 SECOND FLOOR PLAN  
 NOT TO SCALE



**PHASE 11  
 SECOND FLOOR**

**SUMMER GROVE**  
 CONDOMINIUM & TOWNHOUSE  
 8 PLEX UNITS

**CENTEX HOMES**

North Florida Division  
 Phone: 904-298-4591  
 Fax: 904-298-8655

6620 Southpoint Dr., South  
 Jacksonville, FL 32214

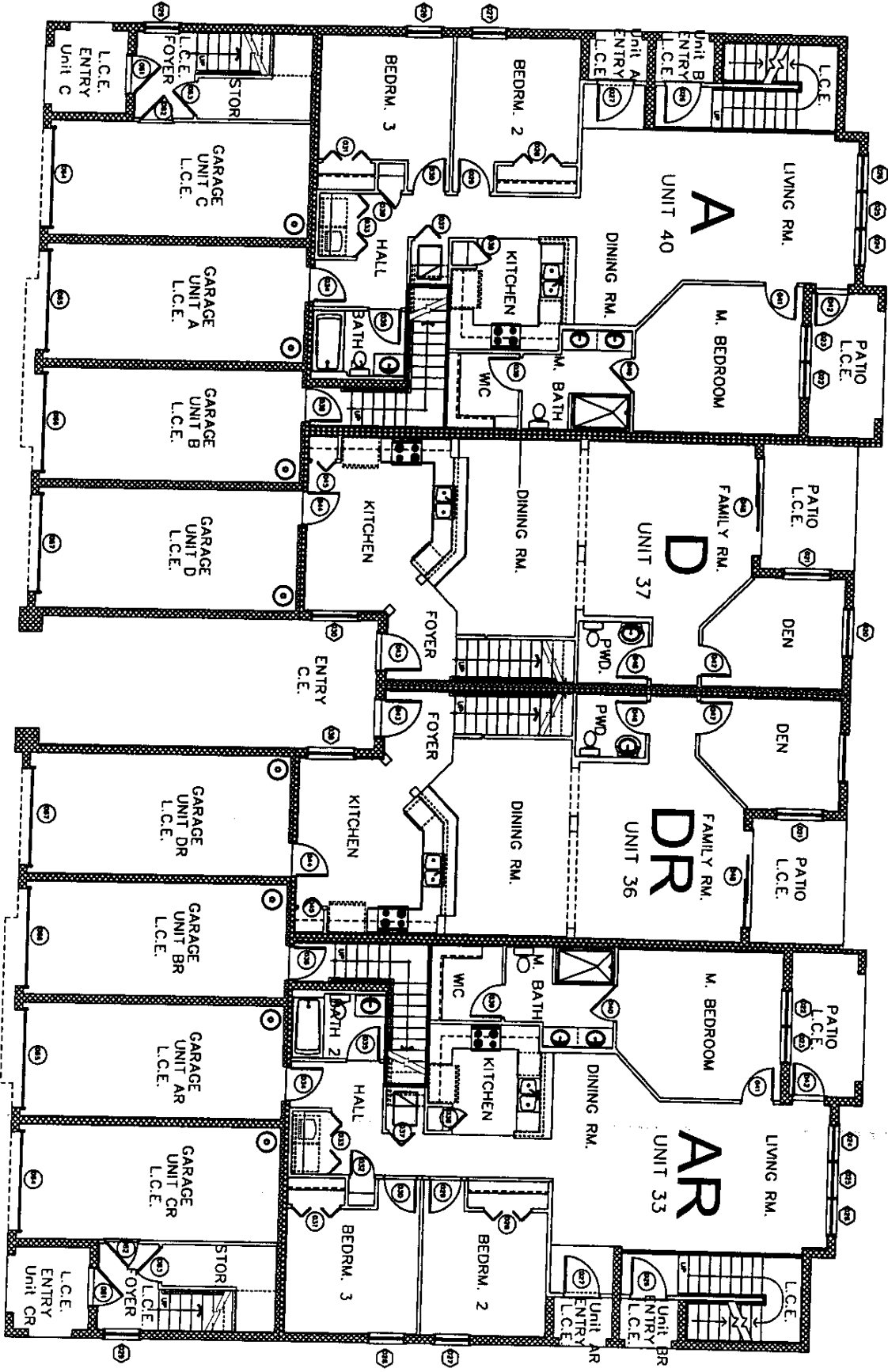
Revised:

NO.	DATE	DESCRIPTION
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5	11/15/98	ISSUED FOR PERMITTING
6	11/15/98	ISSUED FOR PERMITTING
7	11/15/98	ISSUED FOR PERMITTING
8	11/15/98	ISSUED FOR PERMITTING
9	11/15/98	ISSUED FOR PERMITTING
10	11/15/98	ISSUED FOR PERMITTING

Drawn by: \_\_\_\_\_  
 Checked by: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Scale: \_\_\_\_\_  
 Date: \_\_\_\_\_



C.E. = COMMON ELEMENT  
 L.C.E. = LIMITED COMMON ELEMENT



PHASE 12  
 FIRST FLOOR PLAN  
 NOT TO SCALE

**PHASE 12  
 FIRST FLOOR**

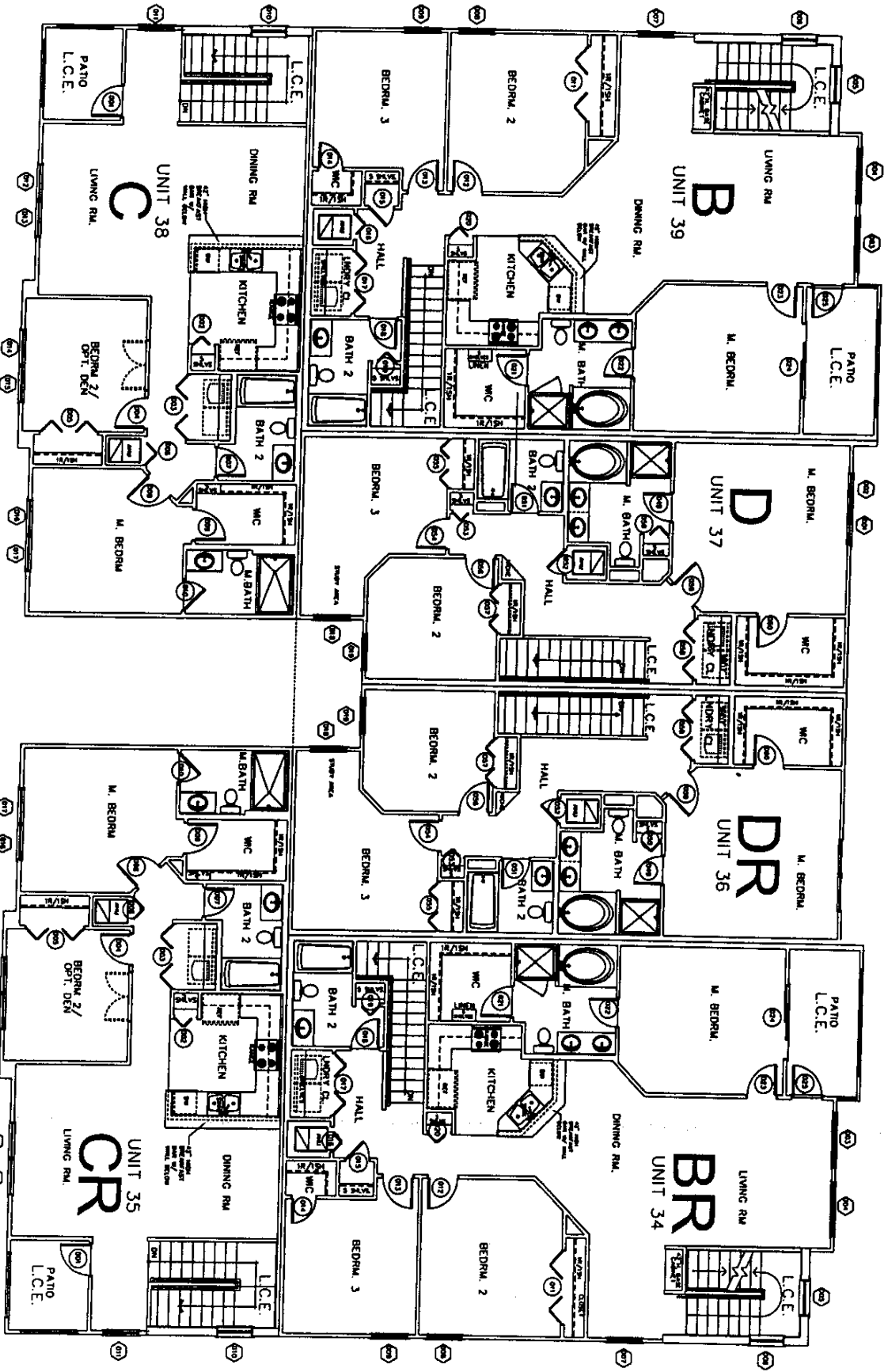
**SUMMER GROVE**  
 CONDOMINIUM & TOWNHOUSE  
 8 PLEX UNITS

**CENTEX HOMES**  
 North Florida Division  
 Phone: 904-296-4561  
 Fax: 904-296-9685  
 8620 Sawpoint Dr., South  
 Jacksonville, FL 32216

DATE	12/15/98
DESIGNED BY	...
CHECKED BY	...
APPROVED BY	...
SCALE	AS SHOWN
PROJECT NO.	...
CLIENT	...
LOCATION	...
DESCRIPTION	...
REVISIONS	...

C.E. = COMMON ELEMENT  
 L.C.E. = LIMITED COMMON ELEMENT

PHASE 12  
 SECOND FLOOR PLAN  
 NOT TO SCALE



DATE	12/15/00
DESIGNED BY	...
CHECKED BY	...
IN CHARGE	...
SCALE	...
PROJECT NO.	...
CLIENT	...
LOCATION	...
DESCRIPTION	...
REVISIONS	...

**PHASE 12  
 SECOND FLOOR**

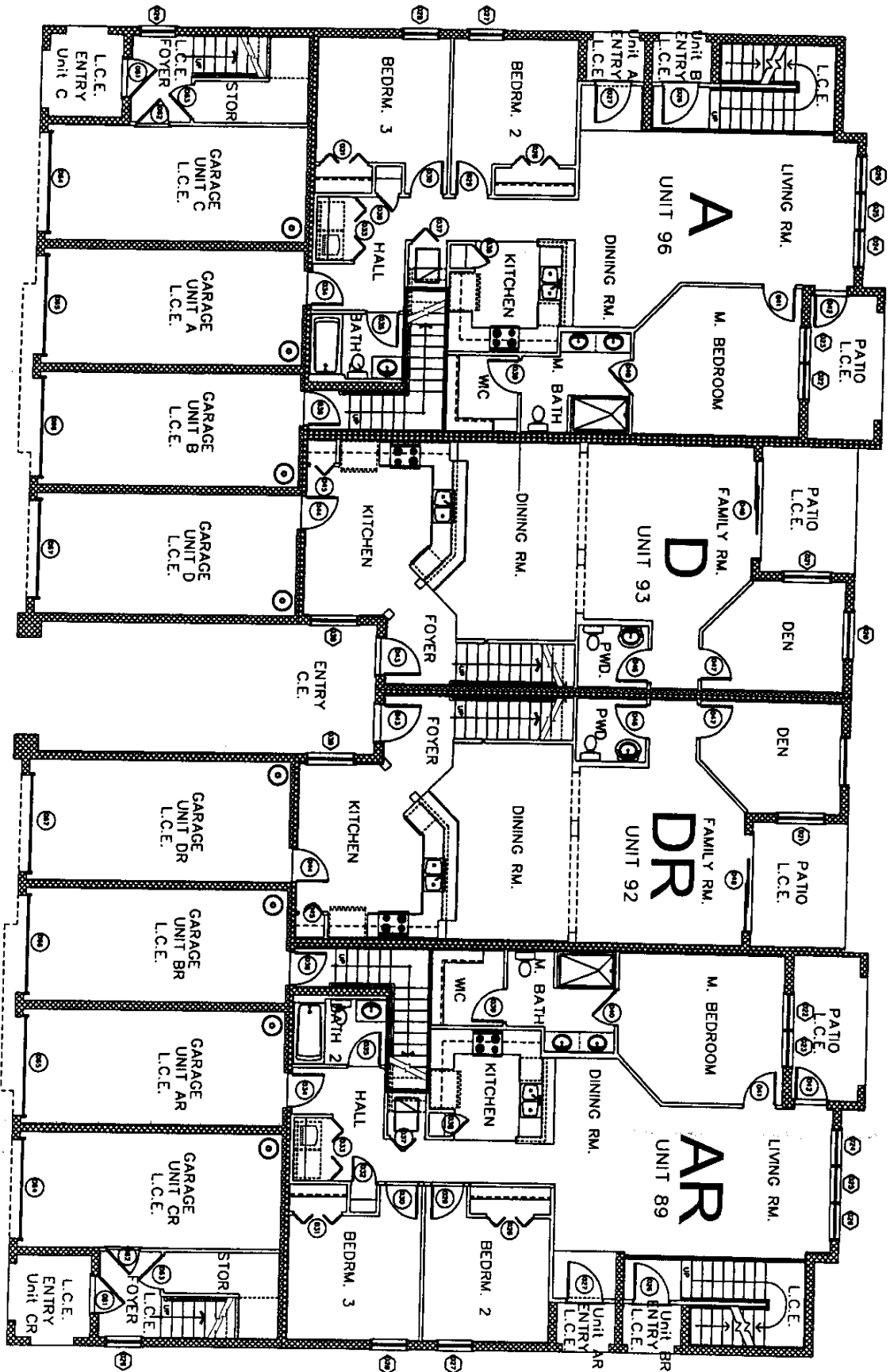
This plan is prepared in accordance with the Florida Building Code and other applicable laws. It is intended to be used in conjunction with the other documents in the contract documents. It is not to be used as a basis for construction without the approval of the architect. The architect is not responsible for the accuracy of the information provided by the client or for the construction of the building. The architect is not responsible for the construction of the building. The architect is not responsible for the construction of the building.

**SUMMER GROVE**  
 CONDOMINIUM & TOWNHOUSE  
 8 PLEX UNITS

**CENTEX HOMES**  
 North Florida Division  
 Phone: 904-298-4651  
 Fax: 904-298-8865  
 8620 Southport Dr., Suite 400  
 Jacksonville, FL 32218

C.E. = COMMON ELEMENT  
 L.C.E. = LIMITED COMMON ELEMENT

PHASE 13  
 FIRST FLOOR PLAN  
 NOT TO SCALE



PHASE 13  
 FIRST FLOOR

**SUMMER GROVE**

CONDOMINIUM & TOWNHOUSE  
 8 PLEX UNITS

**CENTEX HOMES**

North Florida Division  
 Phone: 904-298-6551  
 Fax: 904-298-8888

6520 Southpoint Dr., Suite 400  
 Jacksonville, FL 32216

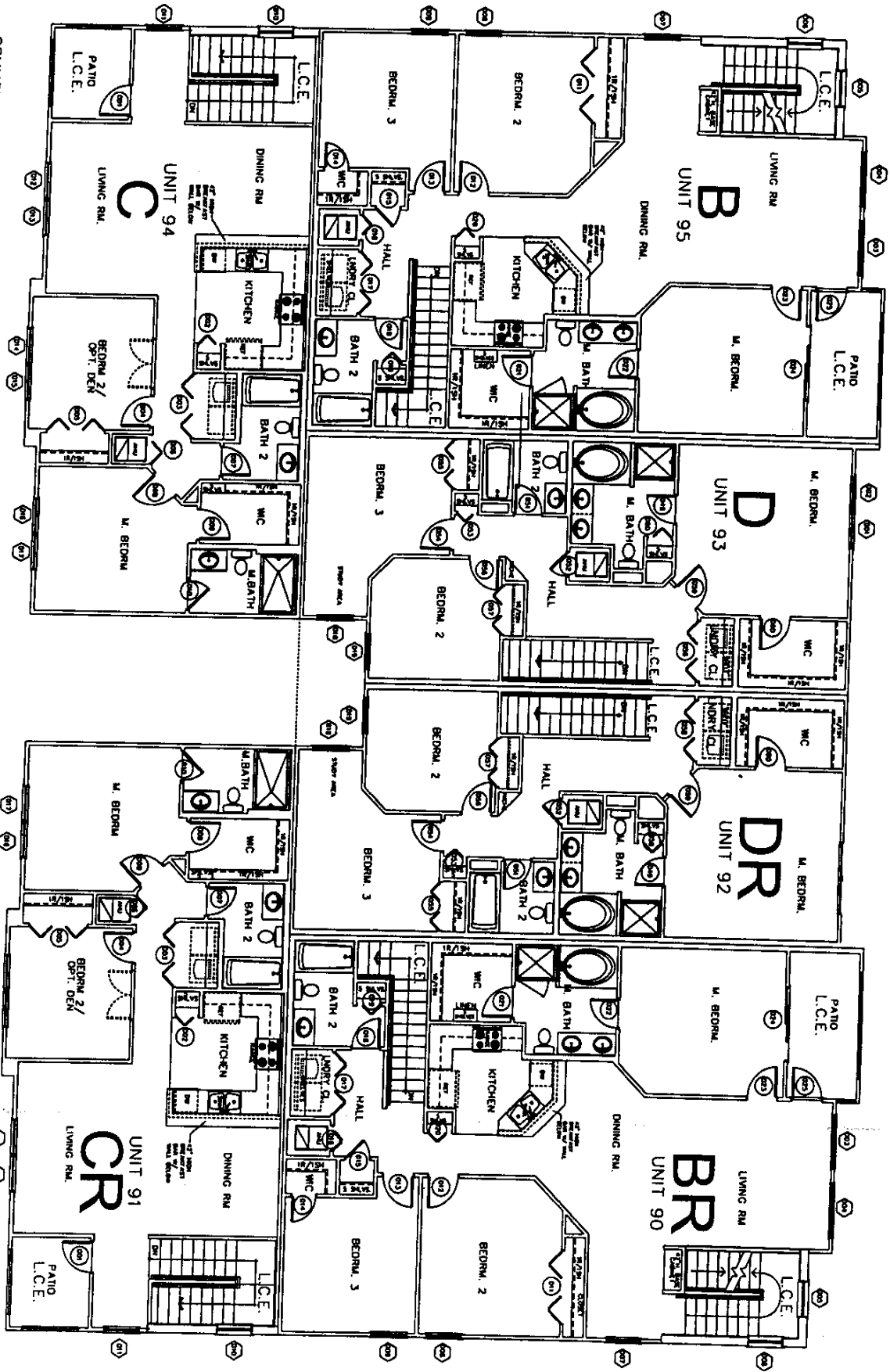
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3	ISSUED FOR OCCUPANCY	10/15/99
4	ISSUED FOR RECORD	11/15/99
5	ISSUED FOR AS-BUILT	12/15/99

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of -

C.E. = COMMON ELEMENT  
 L.C.E. = LIMITED COMMON ELEMENT

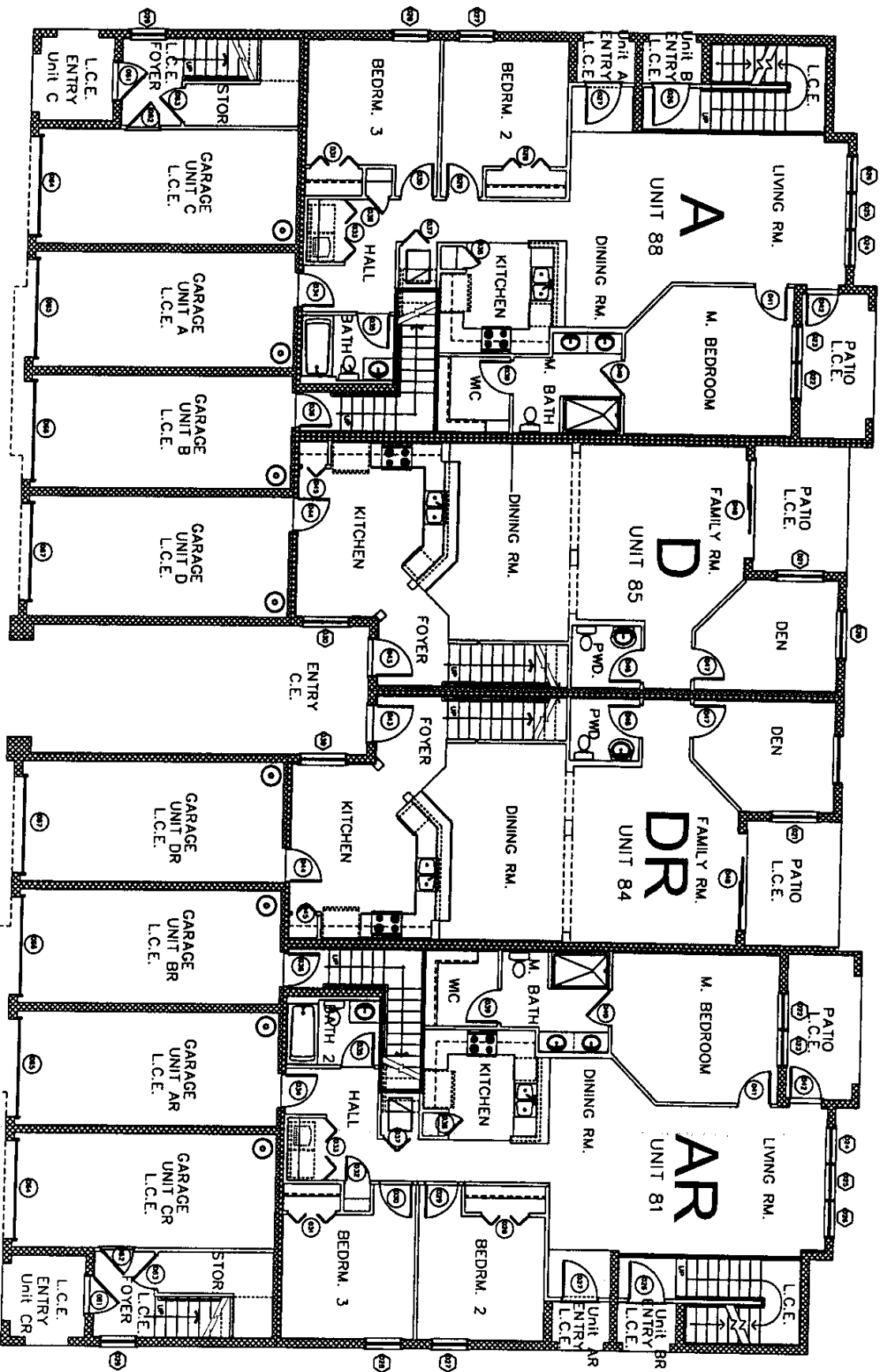
PHASE 13  
 SECOND FLOOR PLAN  
 NOT TO SCALE



<p>PHASE 13 SECOND FLOOR</p> <p><small>THIS FLOOR PLAN IS THE PROPERTY OF CENTEX HOMES, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND PHASE INDICATED THEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CENTEX HOMES, INC. ANY VIOLATION OF THIS NOTICE SHALL BE SUBJECT TO LEGAL ACTION.</small></p>	<p><b>SUMMER GROVE</b></p> <p>CONDOMINIUM &amp; TOWNHOUSE 8 PLEX UNITS</p>	<p><b>CENTEX HOMES</b></p> <p>North Florida Division                  Phone: 904-298-4251                  Fax: 904-298-8655</p> <p>8620 Southgate Dr., South                  Suite 400                  Jacksonville, FL 32216</p>
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C.E. = COMMON ELEMENT  
L.C.E. = LIMITED COMMON ELEMENT

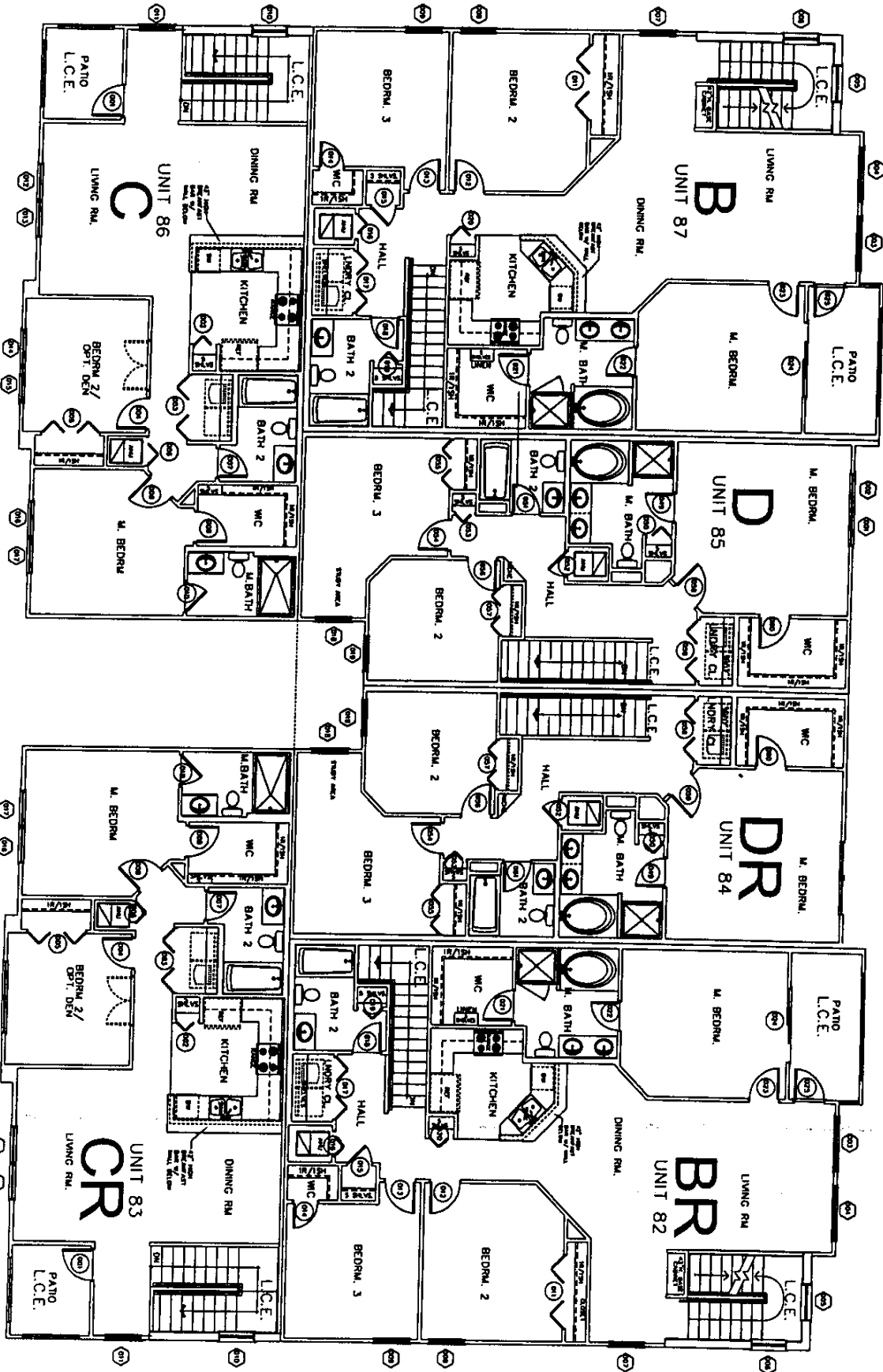
PHASE 14  
FIRST FLOOR PLAN  
NOT TO SCALE



SHEET NO. _____ OF _____	<b>PHASE 14 FIRST FLOOR</b> <small>THIS PLAN IS THE PROPERTY OF CENTEX HOMES AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CENTEX HOMES.</small>	<b>SUMMER GROVE</b> CONDOMINIUM & TOWNHOUSE 8 PLEX UNITS	<b>CENTEX HOMES</b> North Florida Division Phone: 804-298-4551 Fax: 804-298-8666 8620 Southpoint Dr., Suite 400 Jacksonville, FL 32218

C.E. = COMMON ELEMENT  
 L.C.E. = LIMITED COMMON ELEMENT

PHASE 14  
 SECOND FLOOR PLAN  
 NOT TO SCALE



**PHASE 14  
 SECOND FLOOR**

**SUMMER GROVE**  
 CONDOMINIUM & TOWNHOUSE  
 8 PLEX UNITS

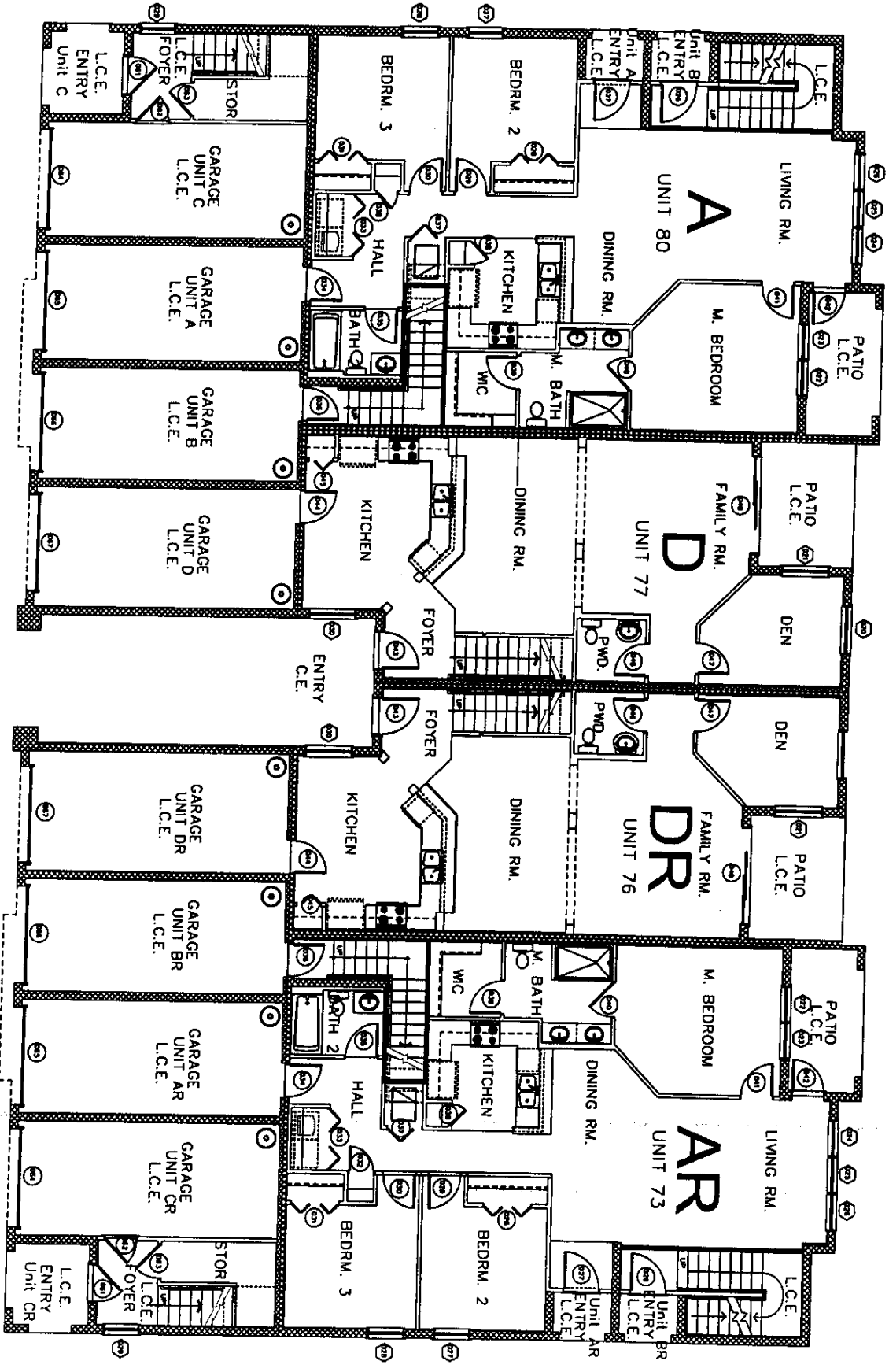
**CENTEX HOMES**

North Florida Division  
 Phone: 804-296-4551  
 Fax: 804-296-8855  
 6620 Southpoint Dr., South  
 Jacksonville, FL 32216

Sheet:	142
Revised By:	
Checked By:	
Approved By:	
Date:	

C.E. = COMMON ELEMENT  
 L.C.E. = LIMITED COMMON ELEMENT

PHASE 15  
 FIRST FLOOR PLAN  
 NOT TO SCALE

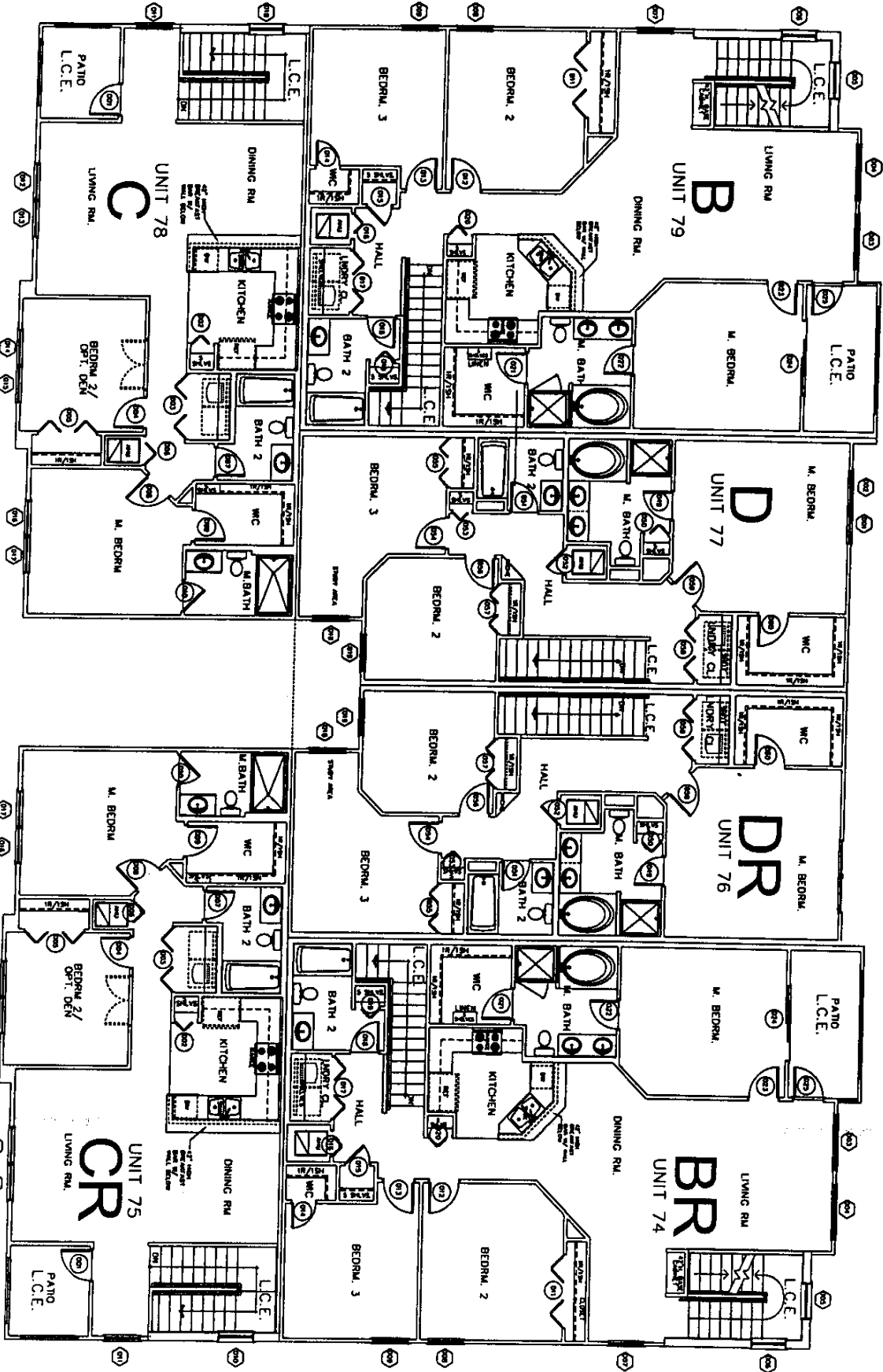


**PHASE 15  
 FIRST FLOOR**

**SUMMER GROVE**  
 CONDOMINIUM & TOWNHOUSE  
 8 PLEX UNITS

**CENTEX HOMES**  
 North Florida Division  
 Phone: 904-296-6551  
 Fax: 904-296-6656

6620 Southpark Dr., South  
 Jacksonville, FL 32216



C.E. = COMMON ELEMENT  
 L.C.E. = LIMITED COMMON ELEMENT

PHASE 15  
 SECOND FLOOR PLAN  
 NOT TO SCALE

441 ahpj 18801 0008

**PHASE 15  
 SECOND FLOOR**

**SUMMER GROVE**  
 CONDOMINIUM & TOWNHOUSE  
 8 PLEX UNITS

**CENTEX HOMES**  
 North Florida Division  
 Phone: 804-238-4501  
 Fax: 804-295-8665  
 4620 Southpark Dr., Suite 400  
 Jacksonville, FL 32216

DATE:	11/11/93
BY:	...
CHECKED BY:	...
DESIGNED BY:	...
SCALE:	...
PROJECT NO.:	...
DATE:	...
BY:	...
CHECKED BY:	...
DESIGNED BY:	...
SCALE:	...
PROJECT NO.:	...



EXHIBIT C  
TO  
DECLARATION OF CONDOMINIUM  
OF  
SUMMER GROVE, A CONDOMINIUM

Articles of Incorporation of Summer Grove  
Condominium Association, Inc.

Book 10881 Page 146

# State of Florida



## Department of State

I certify from the records of this office that SUMMER GROVE CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on January 16, 2003.

The document number of this corporation is N03000000434.

I further certify that said corporation has paid all fees due this office through December 31, 2003, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 503A00002715-011703-N03000000434-1/1, noted below.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Seventeenth day of January, 2003

Authentication Code: 503A00002715-011703-N03000000434-1/1



CR2E022 (1-99)

*Ken Detzner*  
Ken Detzner  
Secretary of State

Book 10881 Page 147

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SUMMER GROVE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on January 16, 2003, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H03000022233. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N03000000434.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Seventeenth day of January, 2003

Authentication Code: 503A00002715-011703-N03000000434-1/1



CR2EO22 (1-99)

*Ken Detzner*  
Ken Detzner  
Secretary of State

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

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

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

A. "Act" means Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording the Declaration amongst the Public Records.

B. "Articles" means these Articles of Incorporation of the Association.

C. "Assessments" means the share of funds required for the payment of "Annual Assessments" and "Special Assessments" (as such terms are defined in the Declaration) which from time to time are assessed against a Dwelling Unit Owner.

D. "Association" means Summer Grove Condominium Association, Inc., a Florida corporation not for profit, responsible for operating the Summer Grove Condominium(s).

E. "Association Expenses" means the expenses for the operation and administration of the Association in carrying out its powers and duties, including the operation, maintenance, repair or replacement of the Condominium Property, and the cost of taxes and insurance thereon.

F. "Board" means the Board of Directors of the Association.

G. "Bylaws" means the Bylaws of the Association.

H. "Common Elements" means the portion of the Condominium Property not included in the Dwelling Units.

I. "Common Expenses" means expenses for which the Dwelling Unit Owners are liable to the Association as set forth in various sections of the Act and as described in the Condominium Documents and include:

- (i) expenses incurred in connection with operation, maintenance, repair or replacement of the "Common Elements" (as defined in the Declaration), costs of carrying out the powers and

duties of the Association with respect to Summer Grove Condominium and the Condominium Property, cost of fire and extended coverage insurance on the Condominium Property, the expenses allocated to the Association for maintenance of the ingress/egress roadway; and

- (ii) any other expenses designated as Common Expenses from time to time by the Board.

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

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

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

M. "County" means Duval County, Florida.

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

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

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

Q. "Dwelling Unit" means "unit" as described in the Act and is that portion of the Condominium Property which is subject to exclusive ownership.

R. "Dwelling Unit Owner" means "unit owner" as defined in the Act and is the owner of a Dwelling Unit.

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

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

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

V. "Summer Grove" means the planned residential development located in Duval County, Florida which is intended to comprise one hundred twenty (120) Dwelling Units.

W. "Summer Grove Condominium" means a condominium created within Summer Grove.

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

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

ARTICLE I  
NAME, PRINCIPAL AND MAILING ADDRESS

The name of this Association shall be SUMMER GROVE CONDOMINIUM ASSOCIATION, INC., whose principal and mailing address is 6620 Southpoint Drive South, Suite 400, Jacksonville, FL 32216.

ARTICLE II  
PLAN OF DEVELOPMENT AND  
PURPOSE OF ASSOCIATION

A. Developer intends to develop Summer Grove on property Developer owns. Developer intends to develop Summer Grove Condominium as a "phase condominium" as contemplated by Section 718.403 of the Act.

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

C. 1. The Association shall be the condominium association responsible for the operation of all Summer Grove Condominium(s), subject to the terms and restrictions of the Condominium Documents; however, Developer reserves the right to incorporate additional

association(s) if more than one (1) condominium is created within Summer Grove. Each Dwelling Unit Owner shall be a Member of the Association as provided in these Articles.

2. The purpose for which this Association is organized is to maintain, operate and manage the Summer Grove Condominium(s), including the Condominium Property, and to own portions of, operate, lease, sell, trade and otherwise deal with certain of the improvements located therein now or in the future, all in accordance with the plan set forth in the Condominium Documents and all other lawful purposes.

### ARTICLE III POWERS

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

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

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

C. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association including, but not limited to, the following:

1. To make, establish and enforce reasonable rules and regulations governing the use of the Condominium Property (including the Dwelling Units and the Common Elements);

2. To make, levy, collect and enforce Assessments and special charges and any other charges and/or fees as provided in the Condominium Documents against Dwelling Unit Owners, in order to provide funds to pay for the expenses of the Association, the maintenance, operation and management of Summer Grove and the payment of Common Expenses and other expenses in the manner provided in the Condominium Documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

3. To maintain, repair, replace and operate the Condominium Property in accordance with the Declaration and the Act;

4. To reconstruct improvements on the Condominium Property in the event of casualty or other loss;

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

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

7. To purchase: (i) Dwelling Unit(s) upon which the Association has chosen to exercise any right of first refusal it may have and to obtain such financing as is necessary to effectuate the same; and (ii) other real and/or personal property as determined by the Association in compliance with the Condominium Documents.

#### ARTICLE IV MEMBERS

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

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

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

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



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

E. If a second Summer Grove Condominium is submitted to condominium ownership, membership in the Association shall be divided into classes ("Class Members") with Dwelling Unit Owners in each Summer Grove Condominium constituting a class. If one or more additional Summer Grove Condominiums are submitted to condominium ownership, the Dwelling Unit Owners thereof who are Members of the Association shall also be Class Members as to each additional condominium.

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

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

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

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

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

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

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

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

#### ARTICLE V TERM

The term for which this Association is to exist shall be perpetual.

#### ARTICLE VI INCORPORATOR

The name and address of the Incorporator of these Articles is as follows: Clinton F. Smith, 6620 Southpoint Drive South, Suite 400, Jacksonville, FL 32216.

#### ARTICLE VII OFFICERS

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

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in Section 4.1 of the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

ARTICLE VIII  
FIRST OFFICERS

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

President	Clinton F. Smith
Vice President	Kim Lewis
Secretary/Treasurer	Angela Gould

ARTICLE IX  
BOARD OF DIRECTORS

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

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

NAME	ADDRESS
Clinton F. Smith	6620 Southpoint Drive South Suite 400 Jacksonville, FL 32216
Kim Lewis	6620 Southpoint Drive South Suite 400 Jacksonville, FL 32216
Angela Gould	6620 Southpoint Drive South Suite 400 Jacksonville, FL 32216

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

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

The term "Total Units" means the number of Dwelling Units contemplated for Summer Grove (less the number of Dwelling Units in Summer Grove, which Developer decides neither to submit as part of Summer Grove Condominium as provided in the Declaration nor submit to condominium ownership as a separate Summer Grove Condominium).

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

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

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

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

c. When all the Total Homes have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course or business; or

d. When some of the Total Homes have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business; or

e. Seven years after recordation of the declaration of condominium, 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 the Condominium 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 Condominium Association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting a majority of the members of the board of administration

2. Notwithstanding the above Article IX.E (1), Declarant shall have the right to at any time, upon written notice to the Association, relinquish its right to designate a majority of the Board.

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

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

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

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

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

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

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

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

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

K. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, the number of Directors to be elected shall be determined by the Board from time to time, but there shall not be less than three (3) Directors nor more than seven (7).

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

1. There shall be only one (1) vote for each Director.
2. All of the Directors of the Board shall vote thereon as one (1) body, without distinction as to class, on matters which pertain to the Association, the Condominium Property, or all Summer Grove Condominiums.
3. In the case of deadlock by the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.

ARTICLE X  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- A. Making and collecting Assessments against Members to defray the costs of the Common Expenses of Summer Grove Condominium and against all Members for Association Expenses and making and collecting assessments for Cable Expenses as determined in accordance with the Cable Television Agreement, if any.
- B. Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board.
- C. Maintaining, repairing and operating the improvements within Summer Grove, including the storm water management as permitted by the St. Johns River Water Management District ("SJRWMD") including all lakes, retention areas, culverts and related appurtenances.
- D. Reconstructing improvements after casualties and losses and making further authorized improvements within Summer Grove.
- E. Making and amending rules and regulations with respect to all Summer Grove Condominiums administered by the Association and for the Condominium Property.
- F. Enforcing by legal means the provisions of the Condominium Documents.
- G. Contracting for the management and maintenance of the Condominium Property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of improvements or portions thereof for which the Association has such responsibility and other services with funds that shall be made available by the Association for such purposes and terminating such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act including, but not limited to, the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.
- H. Paying taxes and Assessments which are or may become liens against the Common Elements of any Summer Grove Condominium administered by the Association and assessing the same against Dwelling Units within such condominium, the Dwelling Unit Owners of which are responsible for the payment thereof.
- I. Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability in accordance with the Act and the Condominium Documents and acquiring one insurance policy to insure the Condominium Property and to allocate the premiums therefor in a fair and equitable manner.

J. Paying costs of all power, water, sewer and other utility services rendered to the Condominium Property of any Summer Grove Condominium administered by the Association and not billed directly to Dwelling Unit Owners.

K. Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of this Association and paying all salaries therefor.

L. Engaging in mandatory nonbinding arbitration as provided for in Section 718.112(2)(a)2 of the Act for the settlement of disputes as provided for in Section 718.1255 of the Act. The provisions of Sections 718.112(2)(a)2 and 718.1255 are incorporated by reference herein.

M. Preparing a question and answer sheet, if and as required by the Act and the rules promulgated in the Florida Administrative Code by the Division of Florida Land Sales, Condominiums and Mobile Homes, and updating the question and answer sheet at least annually.

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

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

- (i) Any contract for the purchase, lease or renting of materials or equipment which is not to be fully performed within one (1) year from the date of execution of the contract.
- (ii) Any contract, regardless of term, for the provision of services; other than contracts with employees of the Association, and contracts for attorneys and accountant services, and any other service contracts exempted from the foregoing requirement by the Act or rules set forth in the Florida Administrative Code as they relate to condominiums.

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

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

#### ARTICLE XI INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel



fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason of his being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law. The indemnification hereby afforded to Directors and officers shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers, including, but not limited to Developer.

## ARTICLE XII BYLAWS

The Bylaws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

## ARTICLE XIII AMENDMENTS

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

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

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

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

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

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

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

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

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

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

#### ARTICLE XIV EMERGENCY POWERS

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

A. During any emergency defined in Paragraph XIV.E below or in anticipation of such emergency, the Board may:

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

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

B. During any emergency defined in Paragraph XIV.E below:

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

C. Corporate action taken in good faith during an emergency under this Article XIV to further the ordinary affairs of the Association:

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

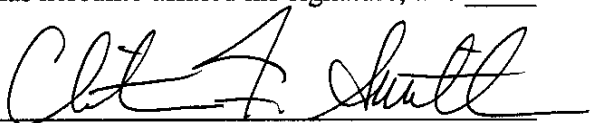
D. A Director, officer or employee of the Association acting in accordance with any emergency bylaws is only liable for willful misconduct.

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

ARTICLE XV  
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 6620 Southpoint Drive South, Suite 400, Jacksonville, Florida 32216, and the initial registered agent of the Association at that address shall be Clinton F. Smith.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 14<sup>th</sup> day of January, 2003.

  
CLINTON F. SMITH, Incorporator

The undersigned hereby accepts the designation of Registered Agent of Summer Grove Condominium Association, Inc. as set forth in Article XV of these Articles of Incorporation and acknowledges that he is familiar with, and accepts the obligations imposed upon registered agents under, the Florida Not For Profit Corporation Act.

Clinton F. Smith  
CLINTON F. SMITH, Registered Agent

STATE OF FLORIDA )  
COUNTY OF DUVAL )

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 CLINTON F. SMITH, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 14<sup>th</sup> day of January, 2003.

My Commission Expires:

Kimberly Lewis  
Notary Public  
KIMBERLY LEWIS  
Typed, printed or stamped name of Notary Public

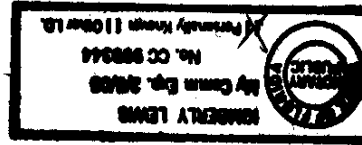


EXHIBIT D  
TO  
DECLARATION OF CONDOMINIUM  
OF  
SUMMER GROVE, A CONDOMINIUM

Bylaws of Summer Grove Condominium Association, Inc.

**BYLAWS  
OF  
SUMMER GROVE  
CONDOMINIUM ASSOCIATION, INC.**

Section 1. Identification of Association

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

1.1. The office of the Association shall be for the present at 6620 Southpoint Drive South, Suite 400, Jacksonville, Florida 32216 and thereafter may be located at any place designated by the Board.

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

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

Section 2. Definitions

2.1. All terms shall have the meanings set forth in the Condominium Act, Chapter 718, Florida Statutes ("Act"), as amended through the date of recording the "Declaration" amongst the Public Records of Duval County, Florida ("County") and, for clarification, certain terms shall have the meanings ascribed to them in the Articles. All terms defined in the Articles shall appear with initial capital letters each time such term appears in these Bylaws.

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

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

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

3.2. The Members shall meet annually at the office of the Association or at such other place in the County, at such time as determined by the Board and as designated in the notice of such meeting

("Annual Members' Meeting"), commencing with the year following the year in which the Articles are filed with the Secretary of State. All such meetings shall be conducted in the English language. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of Article IX of the Articles) and transact any other business authorized to be transacted by the Members.

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

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

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

the express provisions of the Condominium Documents are in accordance with the requirements of the Act), requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

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

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

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

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



meeting to the Members or Class Members as elsewhere provided, which notice must specifically provide that quorum requirements will be reduced at the adjourned or postponed meeting.

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

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

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

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

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

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

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

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

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

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

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

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

4.7. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of Directors. All meetings of the Board shall be conducted in the English language. Special meetings of the Board may be called at the discretion of the President or the Vice President of the Association. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors. Participation in meetings of the Board by telephone or another form of electronic communication is permitted subject to the requirements of Section 718.112(2)(b)5 of the Act.

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

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

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

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

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

4.13. Meetings of the Board shall be open to all Members. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with the rules and regulations. All meetings of the Board shall be conducted in the English language. In addition, any Member may tape record or videotape a meeting in accordance with the rules and regulations.

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

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

5.1.1. First Offense (1st Notice)

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

5.1.2. Second Offense (2nd Notice)

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

5.1.3. Third Offense (3rd Notice)

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

5.1.4. Fourth Offense

For repeated offenses or in any case where the Board deems it appropriate, the Board may seek injunctive relief through court action. In addition, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed the amount set forth in Section 718.303(3) of the Act.

5.2. Exemptions and Hearings

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

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

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

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

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

5.5. Written Inquiries by Owners

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

Section 6. Officers of the Association

6.1. Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer, a Secretary and, if the Board so determines, an Assistant Secretary and an Assistant Treasurer, all of whom shall be elected annually by the Board. Any officer may be removed from office without cause by vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect and designate the powers and duties of such other officers and assistant officers as the Board shall find to be required to manage the affairs of the Association.

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

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

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

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

6.6. Officers shall not receive compensation for their services. The compensation, if any, of all other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director or an officer as an employee of the Association nor preclude the contracting with a Director or an officer for the management of all or any portion of Summer Grove.

Section 7. Accounting Records; Fiscal Management

7.1. Accounting Records

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

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

event the requirements of Rule 61B-22.006, F.A.C. are properly waived, then the Report shall be prepared and furnished complying with Section 718.111(13) of the Act and Rule 61B-22.006, F.A.C.

7.2. Budget

(a) The Board shall adopt a Budget for the Common Expenses of the Condominium ("Budget") for each forthcoming fiscal year ("Budget Year") at a special meeting of the Board ("Budget Meeting") called for that purpose in October or November prior to the applicable Budget Year. Prior to the Budget Meeting a proposed Budget for the Condominium shall be prepared by or on behalf of the Board, which Budget(s) shall include, but not be limited to, the following items of expense applicable to the Condominium:

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

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

(i) Expenses of the Association which are applicable to more than one (1) Summer Grove Condominium (such as administrative expenses) shall be allocated by the Board amongst the several Summer Grove Condominiums to which such expenses are applicable by multiplying the amount of such expenses by a fraction with respect to the Condominium, the numerator of which is the number of Dwelling Units within the particular Summer Grove Condominium to which such expenses are being allocated and the denominator of which is the total number of Dwelling Units in the various Summer Grove Condominiums to which such expenses are



applicable; provided, however, that if such method of allocation is inequitable due to the fact that a grossly disproportionate amount of such expenses are attributable to a particular Summer Grove Condominium, then the Board may allocate such expenses in a manner deemed by it to be fair and equitable.

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

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

(c) Common Expenses with respect to Condominium Association property (i.e., property held in the name of the Condominium Association, not the Common Elements), if any, shall be assessed against all Condominium Units in direct proportion to the percentage of ownership in the Common Elements and in the Common Surplus as set forth in the Declarations of Condominium of all the condominiums comprising Summer Grove Condominium, as they may exist from time to time, after the allocation between or among condominiums is made by the board pursuant to Section 7.2(b)(i) hereinabove.

(d) The Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the Condominium Property. The Budget for the Condominium shall include, on an annual basis, the establishment of reserve accounts for capital expenditures and deferred maintenance of the Condominium Property. The reserve accounts shall include, but not be limited to, roof replacement, roadway resurfacing and building exterior repainting regardless of the amount of deferred maintenance expense or replacement cost, and for any other items for which the deferred maintenance expense or replacement cost exceeds Ten Thousand Dollars (\$10,000). The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost of each reserve item. Notwithstanding any other provisions to the contrary contained herein, in the event that, by a majority vote of either Members or Class Members, as applicable, at a duly called meeting of the Association, elect to have less than a full reserve or no reserve for deferred maintenance and replacement, then the applicable Budget shall be based on such lesser reserves or no reserves, as the case may be.

(e) Copies of the applicable proposed Budget and notice of the exact time and place of the Budget Meeting shall be mailed to each Member or Class Member at the Member's last known address, as reflected on the books and records of the Association, not less than fourteen (14) days prior to said Budget Meeting, and the Budget Meeting shall be open to the Members. Failure

go timely adopt a Budget for the Condominium shall not alter or abrogate the obligation to pay Common Expenses.

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

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

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

### 7.3. Adoption of Budget

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

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

- (1) Reserves for repair or replacement of any portion of the Condominium Property;
- (2) Expenses of the Association which are not anticipated to be incurred on a regular or annual basis; and
- (3) Assessments for betterments to the Condominium Property;
- (4) Cable Expenses; and
- (5) Recreational Area Expenses.

(b) Should the Excess Assessment be adopted by the Board, then upon delivery to the Board, within twenty-one (21) days after the Budget Meeting, of a written application requesting a special meeting signed by ten percent (10%) of the Voting Interests of the Dwelling Units, the Board shall call a special meeting to be held upon not less than fourteen (14) days' written notice to each Member, but to be held within sixty (60) days of the delivery of such application to the Board. At said special meeting, the Members shall consider and enact a Budget of Common Expenses. The adoption of the revisions to the Budget of Common Expenses shall require approval of not less than a majority of Voting Interests appurtenant to all Dwelling Units in the Condominium. The Board may propose revisions to the Members at a meeting of Members or in writing, and, if a revised Budget of Common Expenses is enacted at said special meeting, then the revised Budget shall be, as to the Common Expenses, incorporated into the final Budget. If no written application is delivered as provided herein and a quorum is not obtained or a substitute budget is not adopted by the Members, then the Budget originally adopted by the Board shall be the final Budget and shall go into effect as scheduled.

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

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

#### 7.4. Allocation of Common Expenses

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

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

(c) To the extent that the Association at any time has either a Common Surplus or Common Expense in regard to the operation of the Condominium which cannot be attributed to one or more particular Summer Grove Condominium(s), then such Common Surplus or Common Expense shall be prorated equally based on the number of Dwelling Units within each Summer Grove Condominium and thereafter be deemed a Common Expense or Common Surplus of each Summer Grove Condominium as set forth in its Declaration.

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

#### 7.5 Depository

The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the

Board. Notwithstanding the foregoing, the President and/or the Treasurer of the Association shall be authorized to sign checks on behalf of the Association, unless otherwise specified by the Board.

Section 8. Rules and Regulations

The Board may adopt rules and regulations or amend or rescind existing rules and regulations for the operation and use of the Condominium at any meeting of the Board; provided such rules and regulations are not inconsistent with the Condominium Documents nor detrimental to sales of Dwelling Units by Developer. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed to all Owners at the last known address as shown on the books and records of the Association and shall not take effect until forty-eight (48) hours after such mailing.

Section 9. Parliamentary Rules

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

Section 10. Amendments of the Bylaws

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

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

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

Section 11. Fidelity Bonding

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

Section 12. Condemnation of Common Elements

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

Section 13. Arbitration

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

Section 14. Certificate of Compliance


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

Section 15. Recall of Board Members

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

SUMMER GROVE CONDOMINIUM  
ASSOCIATION, INC., a Florida not-for-profit  
corporation

By:   
CLINTON F. SMITH, President

Attest:   
LISA BOYD, Secretary/Treasurer

(CORPORATE SEAL)