

**DECLARATION OF CONDOMINIUM  
FOR  
THE COVE AT ST. JOHNS CONDOMINIUM**

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**DECLARATION OF CONDOMINIUM  
FOR  
THE COVE AT ST. JOHNS CONDOMINIUM**

THIS DECLARATION, made as of the \_\_\_\_ day of \_\_\_, \_\_\_\_\_, by Goodbys Creek, LLC, a Florida limited liability company, hereinafter referred to as the "Developer," recites and provides:

**RECITALS:**

- A. The Developer is the owner of real property in Duval County, Florida described in **Exhibit "A"**.
- B. The Developer is developing a Condominium on this real property.
- C. To create the Condominium, to protect the beauty of the Condominium, to assure its continued maintenance as a residential condominium of the highest quality and to promote the well-being of all Owners of Units within the Condominium, the Developer hereby subjects the real property described in **Exhibit "A"** to this Declaration of Condominium.

**STATEMENT SUBMITTING PROPERTY TO  
CONDOMINIUM OWNERSHIP**

NOW, THEREFORE, the Developer hereby submits to condominium ownership in fee pursuant to Chapter 718, Florida Statutes, as amended from time to time (the "Condominium Act"), the real property described on **Exhibit "A"** and all improvements, equipment and furnishings which are now or hereafter located on such real property and intended for the use and enjoyment of the Condominium (all of which shall be known as the "Property").

The Property shall hereafter be subject to the provisions, restrictions, reservations, covenants, conditions and easements set forth in this Declaration, all of which shall constitute covenants running with the land, binding upon the Owners and lessees of any part of the Property, their heirs, successors and assigns forever.

**ARTICLE I  
DEFINITIONS**

The following definitions apply wherever the capitalized terms appear in this Declaration. Additional terms may be defined as they appear.

1.1 Articles. "Articles" are the Articles of Incorporation of the Association, a copy of which are attached as **Exhibit "C"** to this Declaration, as they may be amended from time to time.

1.2 Assessment. "Assessment" means each Owner's share of the amount required for the payment of the Common Expenses. An assessment may be either general or special as follows:

(a) General Assessment. The "General Assessment" is the amount charged to each Member to meet the Association's annual budgeted expenses, as described in Section 10.2.

(b) Special Assessment. A "Special Assessment" may be charged to each Member for capital improvements or emergency expenses, in accordance with the provisions of Section 10.3.

(c) Marina Charge. A "Marina Charge" may be charged to each Slip Owner in the event Developer decides to offer boat slips to the Owners for purchase in accordance with Article 18.

1.3 Association. "Association" is The Cove at St. Johns Condominium Association, Inc., a Florida nonprofit corporation, its successors and assigns. The Association, whose members are the Owners, is responsible for maintaining the Condominium and enforcing the Declaration including the maintenance, operation and repair of all Common Elements (except as otherwise stated herein) including, to the extent applicable, any Surface Water or Stormwater Management System now or hereafter located on or about the Property.

1.4 Board. "Board" is the Board of Directors of the Association.

1.5 Buildings. "Buildings" refers to the four buildings (each with six floors) which house the condominium Units and which constitute a part of the Property. The Buildings are graphically depicted in **Exhibit "A"**.

1.6 Bylaws. "Bylaws" are the Bylaws of the Association, a copy of which is attached as **Exhibit "D"** to this Declaration, as they may be amended from time to time.

1.7 Common Elements. "Common Elements" means all of the Property except the Units, and shall include but not be limited to:

(a) All improvements and parts of the Property not included within the Units which do not serve a particular Unit, including but not limited to elevator(s), stairs, corridors breezeways, pool area, cabana/clubhouse and grounds;

(b) All conduits, ducts, plumbing, wiring, utility areas, installations, apparatus and services which serve the various Units and all such facilities which serve the Common Elements, along with all necessary easements;

(c) The roof, outer walls and all structural beams, posts and members within the Buildings and an easement of support in every portion of the Units which contributes to the support of another Unit or the Buildings;

(d) All driveways, parking areas including the parking garage, sidewalks and entranceways and all other means of egress and ingress within and across the Property;

(e) Exterior awnings and canopies, if any; and

(f) All tangible personal property acquired for the maintenance and operation of the Condominium and for the common use and enjoyment of the Owners.

The term "Common Elements" shall also include Limited Common Elements, except when inconsistent with the exclusive use rights that are part of the definition of Limited Common Elements.

1.8 Common Expenses. "Common Expenses" mean:

(a) Expenses of administration, insurance, maintenance, operation, repair and replacement of the Common Elements and of the portions of the Units to be maintained by the Association (if any);

(b) All costs incurred by the Association in the providing of services required by this Declaration or by the Condominium Act, including wages, materials, insurance premiums, contract services, supplies and other expenses;

(c) The costs of carrying out the powers and duties of the Association, including professional management, legal counsel and other professional fees and expenses;

(d) Expenses declared Common Expenses by any provision of this Declaration, the Bylaws or by resolution of the Board;

(e) Utility services to the Units, if not separately metered;

(f) Taxes on the Common Elements, if taxed separately from the Units; and

(g) Any valid charge against the Property as a whole.

(h) The cost of maintaining the Garage Spaces shall not be deemed a part of the Common Expenses, as individual Garage Space Owners are responsible for those associated costs

1.9 Common Surplus. "Common Surplus" means all amounts held by the Association in excess of estimated current operating expenses and common reserve funds.

1.10 Condominium. "Condominium" means the condominium regime created by this Declaration.

1.11 Condominium Act. "Condominium Act" means the Condominium Act of the State of Florida in effect on the date hereof, as the same may hereafter be amended from time to time.

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

1.13 Declaration. "Declaration" is this Declaration of Condominium for The Cove at St. Johns Condominium.

1.14.1 Developer. The "Developer" is Goodbys Creek, LLC, a Florida limited liability company, its successors and assigns, or any successor or assign of all or substantially all of its interests in the development of the Condominium.

1.14.2 District. The "District" is the St. Johns River Water Management District.

1.15 Individual Unit Charge. An "Individual Unit Charge" is a cost associated with a particular Unit, as designated throughout the Declaration. An Individual Unit Charge is not a Common Expense and, therefore, is not collectible as an Assessment, and an Individual Unit Charge is payable by the responsible Owner as provided herein.

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

(a) Patios, Balconies, Roof Terraces and Plaza Terraces. Any patio, balcony, roof terrace or plaza terrace (and all improvements thereto) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common Element of such Unit(s).

(b) Parking Spaces. Developer hereby reserves the right to assign or convey, with or without consideration, the exclusive right to use any parking space located within the Common Elements of the Condominium to one or more Units. Please see Section IV below for detailed information on how the right to use a parking space may be transferred.

(c) Storage Spaces. Developer hereby reserves the right to assign or convey, with or without consideration, the exclusive right to use any storage space located within the Common Elements of the Condominium to one or more Units, whereupon the space so assigned shall be deemed a Limited Common Element of the Unit(s) to which it is assigned. Please see Section IV below for detailed information on how the right to use a garage space may be transferred.

(d) Garage Spaces. Developer hereby reserves the right to assign or convey, with or without consideration, the exclusive right to use any garage space located within one of the five garage buildings located on the Property to one or more Units. Please see Section IV below for detailed information on how the right to use a garage space may be transferred.

(e) Miscellaneous Areas, Equipment. Any fixtures or equipment (e.g., an air conditioning compressor or hot water heater) serving a Unit or Units exclusively and any area (e.g., a closet or ground slab) upon/within which such fixtures or equipment are located shall be limited Common elements of such Unit(s). The maintenance and (cost) of any such fixtures and/or equipment and/or areas so assigned shall be the sole responsibility of the Owner of the Unit(s) to which it is assigned.

(f) Other. Any other portion of the Common Elements which, by its nature, cannot, or is not intended to, serve all Units but serves one Unit or more than one Unit (i.e., any hallway and/or elevator landing serving a single Unit or more than one (1) Unit owned by the same Owner) shall be deemed a Limited Common Element of the Unit(s) served and shall be maintained by the Association unless otherwise provided for in this Declaration. In the event of any doubt or dispute as to whether any portion of the Common Elements constitutes a Limited Common Element, or in the event of any question as to which Units are served thereby, a decision shall be made by a majority vote of the Board of Directors of the Association and shall be binding and conclusive when so made. To the extent any area is deemed a Limited Common Element hereunder appurtenant to only one Unit; the Owner of the Unit to which the Limited Common Element is appurtenant shall have the right to alter same as if the Limited Common Element were part of the Owner's Unit, rather than as required for alteration of Common Elements, subject to approval by the Board of Directors. Notwithstanding the foregoing, the designation of same as a Limited Common Element hereunder shall not allow the Owner of the Unit to which the Limited Common Element is appurtenant to preclude passage through such areas as may be needed from time to time for emergency ingress and egress, and for the maintenance, repair, replacement, alteration and/or operation of the elevators, mechanical equipment and/or other Common Elements which are most conveniently serviced (in the sole determination of the Board) by accessing such areas (and an easement is hereby reserved for such purposes).

1.17 Member. Each Owner is a "Member" of the Association, as provided in Article V of this Declaration.

1.18 Mortgage. A "Mortgage" is a bona fide first mortgage encumbering a Unit as security for the performance of an obligation, which is held by a Mortgagee.

1.19 Mortgagee. A "Mortgagee" is any institutional lender that holds a bona fide first mortgage encumbering a Unit as security for the performance of an obligation. The term "institutional lender" specifically includes a bank, savings bank, savings and loan association, a mortgage lending company, an insurance company, the Federal National Mortgage Association ("Fannie Mae") or similar agency and the Developer.

1.20 Owner. "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Condominium Parcel. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.21 Property. "Property" and "Condominium Property" means all of the property, real and personal, subjected to condominium ownership by this Declaration.

1.22 Rules and Regulations. "Rules and Regulations" shall mean the rules and regulations adopted from time to time by the Board as contemplated by the provisions of Section 12.16 of this Declaration.

1.23 Surface Water or Stormwater Management System. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity or quality of discharges. See Section 8.3 of this Declaration for details.

1.24 Unit. "Unit" means a condominium unit in the Condominium as defined by the Condominium Act and shown in **Exhibit "A-3"**, subject to the following boundary descriptions:

(a) Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling. Where the floor of the Unit extends beyond the ceiling (as it would with a porch or terrace, the Upper Boundary shall be the bottom of the unfinished surface directly overhead.

(b) Lower Boundaries. The horizontal plane of the unfinished upper surface of the floor of the Unit (which will be deemed to be the floor of the first story if the Unit is a multi-story Unit. provided that in multi-story Units where the upper boundary extends beyond the lower boundary, the lower boundary shall include that portion of the floor of the upper floor for which there is no corresponding floor on the bottom floor directly below the floor of such top floor).

(c) Vertical Boundaries. The vertical boundaries shall be as follows:

(i) For exterior Building walls, the boundary shall be the unfinished inside wall surface of the Building. The Unit shall also include all doors (including the means of attachment and door hardware) serving only that Unit (including those which open to the Unit from a hallway or the outside), wall decorations and built-in furniture, windows and window apparatus, glass, screens and screen supports.

(ii) For interior Building walls separating the Unit from another Unit or the Common Elements, the boundary shall be the unfinished inside wall surface of the Unit. Any walls or partitions within the Unit which do not adjoin another Unit or the Common Elements shall be part of the Unit, except any part contributing to the support of the Building or another Unit or which contains conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other Units or to the Common Elements.

(d) Utility Equipment. The Unit shall also include all heating, air conditioning, water heating and other utility equipment (specifically including the air conditioner compressor and condenser and the refrigerant and electrical lines running from such compressor and condenser to the Unit) serving only that Unit, wherever such utilities may be located. The space occupied by such compressor and condenser shall be a Limited Common Element of the Unit served thereby.

(e) Excluded Area. The Unit shall not include structural beams, posts and members or conduits, ducts, plumbing, wiring, utility areas, installations, apparatus and services which serve other Units or the Common Elements. Each Unit shall be subject to easements for support in every portion of the Unit that contributes to the support of another Unit or the Buildings, and easements for



utility services to the various Units and to the Common Elements. The boundary of the Unit shall also exclude balconies, porches and other areas which are defined as Limited Common Elements.

## **ARTICLE II DESCRIPTION OF CONDOMINIUM**

2.1 Name. The name of this Condominium shall be The Cove at St. Johns Condominium.

2.2 Description of Condominium Property. Attached to this Declaration as composite **Exhibit "A"** are (i) the legal description of the real property portion of the Property (**Exhibit "A-1"**); (ii) a boundary survey of such real property (**Exhibit "A-2"**); and (iii) the Plot Plan and graphic description of the Condominium (**Exhibit "A-3"**).

Construction of the Condominium is not yet substantially complete. Upon Substantial Completion, Developer and/or the Association shall amend this Declaration to include the certificate of surveyor, architect and/or engineer as required by the Condominium Act.

## **ARTICLE III UNITS AND APPURTENANCES**

3.1 Fee Ownership. Each Condominium Unit, together with all appurtenances, shall for all purposes constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, subject only to the provisions of this Declaration and the Condominium Act. Each Owner shall be entitled to exclusive possession of his Unit, subject to the provisions of this Declaration and the Condominium Act.

3.2 Identification. The Units are identified, by number, in accordance with the Site Plan and building plot plans, which are part of the drawings in **Exhibit "A-3"**.

3.3 Appurtenances. Each Condominium Unit shall include the following as appurtenances, which shall pass with that Unit whenever it is conveyed, whether or not such appurtenances are separately described:

(a) Common Elements, Common Surplus and Common Expenses. Each Unit shall have an undivided interest in the Common Elements and the Common Surplus, and shall bear a portion of the Common Expenses, equal to the fractions set out in **Exhibit "B"** which are based on the relative floor areas of the Units.

(b) Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated therefrom (except as otherwise provided herein) and shall pass with the title to the Unit, whether or not separately described. The respective shares in the Common Elements appurtenant to Units shall

remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

(c) Membership in the Association. Pursuant to the Condominium Act, Association membership, voting rights and the rights to use Common Elements are appurtenant to the Unit and may not be denied to the Owner. Each owner has an interest in the funds and assets of the Association. Each Owner's interest in the Association shall be equal to such Owner's share in the Common Elements. For a full explanation of voting rights, please refer to Section 5.2 of this Declaration.

(d) Easements. Each Unit shall have easements through or over all Common Elements (but not through or over Limited Common Elements) for ingress and egress and other uses as permitted by, and subject to the limitations imposed by, this Declaration, as further described below.

3.4 Combining of Units. Nothing stated herein shall prevent the combining of two or more Units, or a portion thereof, into one Unit or, if combined, the subsequent severance of those Units into their original component parts, provided the Condominium Act allows for such combination under the circumstances. As voting rights are appurtenant to the Unit, a Unit Owner with two Units shall have two votes, but a combined Unit will only have one vote in the membership.

3.5 Easements. The following easements are hereby created (in addition to any easements created under the Act, any unrecorded easement agreements disclosed herein affecting the Condominium Property, and any easements recorded in the Public Records of the County affecting the Condominium Property):

(a) Support. Each Unit, the Buildings and the Improvements shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units, the Common Elements and any other structure or improvement which abuts any Unit, the Buildings or any Improvements.

(b) Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television, communications and monitoring systems, Life Safety Systems, digital and/or satellite systems, broadband communications and other services and drainage in order to serve the Condominium and/or members of the Association. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications, monitoring systems, Life Safety Systems, digital and/or satellite systems, broadband communications or other service or drainage facilities or the use of these easements. The Association shall have a right of access to each Unit to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications, Life Safety Systems, digital and/or satellite systems, broadband communications and similar systems, hot water heaters, service and drainage facilities, and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the

Unit, and except in the event of an emergency, entry shall be made with not less than one (1) days' notice (which notice shall not, however, be required if the Unit Owner is absent when the giving of notice is attempted).

(c) Encroachments. If (i) any portion of the Common Elements and/or the Condominium Property encroaches upon any Unit (or, Limited Common Elements appurtenant thereto); (ii) any Unit (or Limited Common Elements appurtenant thereto) encroaches upon any other Unit or upon any portion of the Common Elements and/or the Association Property; or (iii) any encroachment shall hereafter occur as a result of (1) construction of the Improvements; (2) settling or shifting of the Improvements; (3) any alteration or repair to the Common Elements and/or the Association Property made by or with the consent of the Association or Developer, as appropriate; or (4) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements and/or the Association Property, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance and/or repair of same so long as the Improvements shall stand.

(d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, and for each member of the Association shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements and Association Property as from time to time may be intended and designated for such purpose and use by the Board; and for vehicular and pedestrian traffic over, through and across, and parking on, such portions of the Common Elements and Association Property as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.

(e) Construction: Maintenance. The Developer and the Association (including their affiliates and their designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of undertaking and completing the construction thereof, or any part thereof, or any Improvements or Units located or to be located thereon, and for repair, replacement and maintenance or warranty purposes or where the Developer, in its sole discretion, determines that it is required or desires to do so.

(f) Exterior Building Maintenance. An easement is hereby reserved on, through and across each Unit and all Limited Common Elements appurtenant thereto in order to afford access to the Association (and its contractors) to stage window washing equipment and to perform roof repairs and/or replacements, repair, replace maintain and/or alter rooftop mechanical equipment (or equipment best serviced from the roof), perform window washing and/or any other exterior maintenance and/or painting of the Buildings.

(g) Additional Easements. The Association, through its Board, on the Association's behalf and on behalf of all Unit Owners, shall have the right to grant additional or modify/relocate existing general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), as the Board shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or for the general health or welfare of the Unit Owners and/or members of the Association, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.

#### **ARTICLE IV COMMON ELEMENTS & LIMITED COMMON ELEMENTS**

4.1 Title. The Owners own the Common Elements in undivided shares, as provided by the Condominium Act. Those elements of the Condominium which (i) service a particular Unit, or group of Units, or (ii) benefit a particular Unit are Limited Common Elements as provided by the Condominium Act.

#### 4.2 Conveyance or Dedication.

(a) Any part of the Common Elements may be dedicated to the public by the Association or otherwise conveyed, to the extent allowed by law, upon consent in writing of Members representing 75% of the votes in the Association. The Association, acting through the Board and without the necessity of further consent or approval from any Member shall have the right to give reasonable easements over, under, across or through the Common Elements for utilities or other reasonable purposes.

(b) Limited Common Elements may be assigned and/or deeded by the Developer, Association, and other Unit owners in the following manner:

- i. Parking Spaces. Developer hereby reserves the right to convey, with or without consideration, the exclusive right to use any parking space, located under a Building of the Condominium, to one or more Units. Such conveyance shall be recorded in the Public Records of Duval County. Developer shall assign in the deed by which the Developer conveys a particular Unit to an individual purchaser, the numbered parking space(s) which shall be assigned to that Unit. Upon such conveyance, the parking space(s) so assigned shall be a Limited Common Element appertaining to the Unit to which it is conveyed. After conveyance of a Parking Space to a Unit Owner by the Developer, a Unit Owner may re-convey the Limited Common Element Parking Space appurtenant to his Unit to another Unit Owner by written instrument recorded in the public records of Duval County. A non-Unit owner may not take or hold title to a Parking Space.

- ii. Storage Space. Developer hereby reserves the right to assign or convey, with or without consideration, the exclusive right to use any Storage Space located within the Common Elements of the Condominium to one or more Units, whereupon the Storage Space so assigned shall be deemed a Limited Common Element of the Unit(s) to which it is assigned. Such assignment shall not be recorded in the Public Records of the County but, rather, shall be made by way of instrument placed in the official records of the Association (as same are defined in the By-Laws). After assignment to a Unit by the Developer, a Unit Owner may reassign the Limited Common Element Storage Space appurtenant to his Unit to another Unit by written instrument delivered to (and to be held by) the Association. The maintenance of any space so assigned, the screening of such Storage Space, as well as the insurance of its contents, shall be the sole responsibility of the Owner of the Unit(s) to which it is assigned. A non-Unit Owner may not take or hold title to a Storage Space.
- iii. Garage Spaces. Developer hereby reserves the right to convey, with or without consideration, the exclusive right to use any Garage Space located within the Common Elements of the Condominium to one or more Units. Such conveyance shall be recorded in the Public Records of Duval County. Developer shall assign in the deed by which the Developer conveys a particular Unit to an individual purchaser, or in a separate instrument, the numbered Garage Space(s) which shall be assigned to that Unit. Upon such conveyance, the Garage Space(s) so assigned shall be a Limited Common Element appertaining to the Unit to which it is conveyed. After conveyance of a Garage Space to a Unit Owner by the Developer, a Unit Owner may re-convey the Limited Common Element Garage Space appurtenant to his Unit to another Unit Owner by written instrument recorded in the public records of Duval County. A non-Unit owner may not take or hold title to a Garage Space. The interior of each Garage Space, and any door and window which is a part thereof, shall be maintained by the Owner of the Unit to which it is appurtenant. The exterior of the Garages shall be maintained by the Association and the costs thereof shall be assessed as Individual Unit Charges against all Owners who have Garage Spaces based on the number of Garage Spaces held by the Owner divided by the total number of Garage Spaces.
- iv. In the event of a conveyance of a Unit by a Unit Owner who also has the exclusive right to use any Parking Space, Storage Space, or Garage Space, such conveyance of the Unit shall automatically be deemed to convey the Parking Space, Storage Space, or Garage Space regardless of whether it is expressly stated in the instrument of conveyance of the Unit.

4.3 Maintenance of Common Elements and Management Contracts. The Association shall be responsible for the management, control and improvement of the Common Elements, other than those Limited Common Elements which are to be maintained by the Owners, and shall keep the Common Elements attractive, clean and in good repair. The Association may contract with the Developer or any other party for the performance of all or any portion of the management of the Association and the Association's maintenance and repair obligations. The cost of the contract shall be included within the General Assessment, Special Assessment or Individual Unit Charge as applicable. The Association also may, but is not obligated to, act as agent for an Owner, if so requested by that Owner, to contract for routine maintenance and other services not required to be provided by the Association, the cost of which would be charged to that Owner as an Individual Unit Charge. The terms and conditions of all such contracts shall be at the discretion of the Board. Unit Owner's obligation to maintain Limited Common Elements is detailed in Section 8.1 below.

4.4 Capital Improvements: Additional Common Elements. The Association may make capital improvements to the Common Elements, may purchase additional property to be added to the Common Elements and may modify the uses of the Common Elements. Expenses for substantial capital improvements must be approved in accordance with Section 9.6.

4.5 Damage or Destruction of Common Elements by Owner. If any Owner or any guests, tenants, licensees, agents, employees or members of the family of the Owner damages any of the Common Elements as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. The cost of such repair shall be the responsibility of such Owner and shall become an Individual Unit Charge payable by such Owner and secured by such Owner's Unit. The Association has a lien right against each individual Unit and such right may be exercised for failure to pay Individual Unit Charges.

## ARTICLE V ASSOCIATION

The Association is responsible for maintaining the Common Elements and enforcing the Declaration. While the Developer will control the Association during the development stage, the Owners themselves will be responsible for the continuation of the Condominium through their participation in the Association.

The Articles and Bylaws of the Association, which create the Association, as a non-profit corporation, and provide certain procedures for its corporate organization, are attached as **Exhibits "C" and "D"** to this Declaration.

5.1 Members. Every Owner shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from the title to any Unit.

5.2 Exercise of Vote. Each Unit is assigned one vote. When more than one person holds an ownership interest in any Unit, all such persons shall be Members, but the Unit will only have one vote. Corporations, partnerships and other entities shall notify the Association of the natural person who shall be considered a Member of the Association and exercise its vote.

5.3 Board of Directors of the Association.

(a) Initial Composition. The Board shall initially consist of at least three persons who shall be originally appointed as provided in the Articles.

(b) Election. Owners other than the Developer shall be entitled to elect no less than one-third (1/3rd) of the members of the Board when Owners other than the Developer own 15% of the Units. Owners other than the Developer shall be entitled to elect no less than a majority of the Board of the Association upon the earliest to occur of the following:

(i) four months after 75% of the Units in the Condominium have been conveyed to Owners other than Developer,

(ii) five years from conveyance of the first Unit which was conveyed after the recording of this Declaration, or

(iii) any of the occurrences contemplated in Section 718.301(1)(a)-(e) of the Condominium Act which provides:

(iv) Three years after 50 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

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

(vi) 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 shall select the remaining directors, and shall have the right to select at least one director so long as the Developer holds at least 5% of the Units for sale in the ordinary course of business.

5.4 Additional Provisions. Additional provisions concerning the operation of the Association and the Board are contained in the Articles and Bylaws.

5.5 Association Mergers.

(a) By Owners. The Association may merge or consolidate with another association in accordance with the corporate laws of the State of Florida.

(b) Effect. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the surviving corporation pursuant to a merger. Merger or consolidation of the Association shall not effect a merger or consolidation of this Condominium with another condominium, and the surviving corporation shall administer this Condominium and any other condominium separately to the extent required by the Condominium Act.

5.6 Liability. The Association shall not be liable for injury or damage to person or property caused by (i) the elements or by the Owner of any Unit, or any other person, (ii) any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements, (iii) any latent condition of the Condominium property, or by (iv) defects in the design or workmanship or other reason connected with any additions, alterations or improvements or other activities done by or on behalf of any Unit Owners. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

5.7 Right of Action. Each Owner hereby acknowledges and agrees that only an affected Unit Owner or Unit Owners, and not the Association, shall institute any legal action based upon an alleged defect in any Owner's Unit or the Common Elements, or any damage allegedly sustained by any Owner by reason thereof; Actions for damages or for injunctive relief, or both, for failure to comply with Florida Statutes, the Declaration, the Association Articles and/or Bylaws, and the provisions thereof, may be brought by the Association or by a Unit Owner against the Association; a Unit Owner; directors designated by the Developer for actions taken by them, prior to the time control of the Association is assumed by Unit Owners other than the Developer; or any director who willfully and knowingly fails to comply with these provisions.

Prior to taking any other action, Owners shall be obligated to adhere to and abide by the following procedure in the case of any complaint an Owner may have against the Association or



Developer. Any complaint by an Owner concerning the maintenance, operation, repair or replacement of the Condominium or any portion thereof, including the Owner's Unit, shall be presented in writing to the Board, or to the Developer if the complaint is directed to the Developer. Within thirty (30) days after such complaint is presented to the Board or to the Developer, as the case may be, a representative of the Board (who shall be the manager of the Association, if one has been appointed) or of the Developer, shall meet with the Owner for the purpose of resolving such complaint. If the complaint is not resolved at such meeting, then the Board's or Developer's representative, as the case may be, or the Owner may elect to have a second meeting. In such event, the parties shall arrange for a second meeting, to be held within fifteen (15) days after the first meeting. Unless otherwise mutually agreed, such meetings shall be held at the Condominium at a place selected by the Board or Developer. If the complaint is not resolved at the first meeting and neither of the parties elects to have a second meeting, or if a second meeting is held and the complaint is not resolved at such meeting, then, in either event the complaining Owner shall be deemed to have complied with the provisions of this Section.

5.8 Legal Action Against the Association. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners, and they shall have a right to intervene in and defend any action arising therefrom.

## ARTICLE VI DECISION MAKING

Most day-to-day decisions about the maintenance of the Condominium and enforcement of the Declaration are the responsibility of the Board, acting on the Members' behalf. For those decisions requiring Members' approval, the Association meeting provides a public opportunity for discussion.

### 6.1 Association Meetings.

(a) When called. The Association shall call an annual meeting for the election of members of the Board, and may call additional meetings for informational purposes or whenever any action is required by this Declaration to be taken by vote or assent in writing of the Members. As a convenient reference and not as a limitation, actions requiring a vote of the Members, or assent in writing, include the following:

Conveyance or Dedication of Common Elements	Section 4.2
Election of the Board of Directors	Section 5.3
Spending reserves other than as designated	Section 9.3
Approval of General Assessments when increased 15%	Section 9.4

Ratification of expenditures for capital improvements	Section 9.6
Repeal of Rules & Regulations adopted by the Board	Section 12.16
Amendment of the Declaration	Section 13.1
Termination of the Declaration	Section 14.1
Purchase of Dissenting Owners' Units	Section 14.2

(b) Notice. Notice of all meetings must be given to Members in accordance with Bylaws and Condominium Act.

## 6.2 Board Meetings.

(a) Board's Responsibility. Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power, and shall have the authority to act on behalf of the Association and to make all decisions necessary for the operation of the Association, the enforcement of this Declaration and the care of the Common Elements.

(b) Quorum. A Quorum at a Board meeting requires the presence of at least one-half of the directors.

(c) Open Meetings. Meetings of the Board shall be open to all Owners. Notice of all meetings shall be posted as required by the Bylaws and/or the Condominium Act.

6.3 Record Keeping. The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member at reasonable times and upon reasonable notice.

## **ARTICLE VIII MAINTENANCE, REPAIR AND ALTERATION**

### 8.1 Maintenance and Repair.

(a) Association. The Association shall maintain, repair and replace as necessary all parts of the Common Elements (including Limited Common Elements (which serve more than one Unit), unless otherwise specified herein), and any other part of the Condominium which the Board determines shall be maintained, repaired or replaced by the Association, in accordance with uniform policies consistently applied. The Board, the agents or employees of any Manager, or the Association

will be allowed entry into any Unit during reasonable hours, with reasonable notice to the Unit Owner, for the purpose of maintenance, inspection, repair, and replacement of the Common Elements or any portion of the improvements within the Units to be maintained by the Association, or to determine compliance with the provisions of this Declaration, the Bylaws, the applicable Declaration of Easements and Restrictive Covenants, or at any time in case of emergency circumstances threatening Units or the Common Elements. The liability for any damage done by the Board, agents or employees of any Manager or the Association will be assessed against the party which had the obligation and responsibility for the maintenance and repair, unless such damage is created by the gross negligence or willful misconduct of the Board, or of the agents or employees of any Manager or the Association.

Except to the extent expressly provided to the contrary herein, or where proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements (as distinguished from Limited Common Elements) and Association Property shall be performed by the Association and the cost and expense thereof shall be assessed to all Unit Owners as a Common Expense. However, where the maintenance or repairs are necessitated by the negligence, misuse or neglect of specific Unit Owners or their guests, invitees or tenants, those Owners shall be responsible for the expense.

(b) Owners. Each Owner shall keep all parts of his Unit and the Limited Common Elements serving only his Unit in good order and free from debris or hazards. The obligation to maintain and repair any air conditioning equipment, plumbing or electrical fixtures or other items of property which service a particular Unit (to the exclusion of other Units) shall be the responsibility of the applicable Unit Owner, individually, and not the Association, without regard to whether such items are included within the boundaries of the Units. Unit Owners shall maintain, repair and replace as necessary all parts of that Owner's Unit (except any portion to be maintained by the Association) including (i) to the balcony serving his Unit (see Section 8 below), (ii) the tile or floor surface of any lanai or balcony, (iii) garage floors and garage door mechanisms, and (iv) all surfaces and parts of doors or windows, including glass, locks, hinges or other mechanisms. Each Owner shall be responsible for any damage to any other Unit or the Common Elements caused by his failure to so maintain his Unit or Limited Common Element(s). Each Owner shall promptly report to the Association any defects or necessary repairs for which the Association is responsible.

(c) Unit Owner's Failure To Maintain. In the event a Unit Owner fails to maintain its Unit as required herein, or makes any alterations or additions to its Unit or any Limited Common Element, without the required consent, or otherwise violates or threatens to violate the provisions of this Declaration relevant to maintenance, alteration and repair, the Association will have the right to levy a charge against the Unit Owner and the Unit or a group of Unit Owners and Units, for such necessary sums to remove any unauthorized addition or alteration and to restore the property to good condition and repair. The Association will have the further right to have its employees or agents or

any subcontractors appointed by them enter a Unit at all reasonable times to do such work as is deemed necessary by the Board to enforce compliance with the provisions hereof.

(d) Hurricane Shutters. Unless the existing windows and other exposed glass complies with the applicable building code has been installed, the Association may adopt hurricane shutter specifications for each Building which will include color, style, and other factors deemed relevant by the Association, and will comply with the applicable building code. The Association may, subject to the approval of the Owners owning a majority of the voting interests in the Association and Section 718.3026 of the Condominium Act, install hurricane shutters and maintain, repair or replace the same, whether on or within the Units, Common Elements, Limited Common Elements, or Association Property. The Association may operate the hurricane shutters without permission of the Unit Owners only where such operation is necessary to preserve and protect the Condominium and Association Property. The installation, replacement, operation, repair, and maintenance of such shutters will not be deemed a material alteration to the Common Elements or Association Property within the meaning of the Condominium Act.

8.2 Alterations of and Improvements to Units and Common Elements. Except as the right is herein reserved to Developer, neither a Unit Owner nor the Association will make any alterations, improvements, or additions to the Units or Common Elements (including, but not limited to Limited Common Elements) except in compliance with the following conditions:

(a) Developer's Right To Alter. For so long as Developer owns a Unit, Developer will have the right, without the vote or consent of the Association or Unit Owners, to (i) make alterations, additions or improvements in, to and upon Units owned by Developer, whether structural or nonstructural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Developer-owned Units; (iii) change the size and/or number of Developer-owned Units by subdividing one or more Developer-owned Units (including those resulting from such subdivision or otherwise) into two or more separate Units, combining separate Developer-owned Units (including those resulting from such subdivision or otherwise) into one or more Units, or otherwise; and (iv) reapportion among Developer-owned Units affected by such change in size or number pursuant to the preceding clause their appurtenant interest in the Common Elements and share of the Common Surplus and Common Expenses and voting rights; provided, however, that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses and voting rights of any Units (other than Developer-owned Units) will not be changed by reasons thereof unless the Owners of such Units will consent thereto and, provided further, that Developer will comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing. In making the above alterations, additions and improvements, Developer (i) may relocate and alter Common Elements adjacent to such Units, incorporate portions of such Common Elements into altered Units, and create additional Common Elements from portions of altered Units, provided that such relocation and alteration does not materially or adversely affect the market value or ordinary use of Units owned by Unit Owners other than Developer, and (ii) at

reasonable hours and with reasonable notice to the Unit Owner, enter upon any Unit to obtain access to, install, repair, maintain, or replace pipes, ducts, vents, wires, conduits, equipment, or fixtures running through any exterior or interior wall, ceiling, or floor, for the furnishing of utility or communication services, heating and cooling, or ventilation to other Units, to the Common Elements, or to the Limited Common Elements, provided that Developer will conduct its installation and repair activities hereunder so as to minimize interference with the Unit Owner's use of its Unit and will promptly restore the interior portion of Units owned by Unit Owners other than Developer. Developer alone may effect any amendments to this Declaration required by actions taken pursuant to this Article. The provisions of this Section may not be added to, amended or deleted without the written consent or joinder of Developer.

(b) Unit Owner's Right To Alter.

(i) No Unit Owner will make any additions, alteration or improvements in or to the Common Elements, Limited Common Elements nor to his Unit without the prior written consent of the Association. The Board will have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement to such Unit Owner's Unit within fifteen (15) days after such request and all additional information requested is received, and the failure to do so within the stipulated time will constitute the Board's consent. Nothing herein contained will constitute or be deemed a waiver of Developer's rights to review and approve the plans and specifications and monitor the construction of the initial Unit improvements by a Unit Owner, as may be set forth in the Agreement of Sale for such Unit or other separate agreement by and between Developer and such Unit Owner. The proposed additions, alterations, and improvements by Unit Owners will be made in compliance with (i) all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, (ii) the contractor conduct rules promulgated from time to time by the Association, and (iii) any other conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection, or otherwise. The Board will have the right, in its sole discretion, to consult with architects or engineers with respect to the proposed alterations or improvements and to designate a list of approved architects or engineers who must be employed by Unit Owners in designing and installing any mechanical, electrical and plumbing alterations or improvements. The cost of such professional services will be assessed to the Unit Owner. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and will be deemed to have agreed, for itself and its heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and all other Unit Owners harmless from any liability or damage to the Condominium Property and expenses arising therefrom, and will be solely responsible for the maintenance, repair and insurance thereof from and after the date of installation or construction thereof as may be required by the Association, subject to the Board's right to perform appropriate maintenance upon the failure of the Unit Owner to do so as provided in Section 8.1. The foregoing shall not apply to the redecoration of the interior of a Unit.

(ii) Provided, however, that a Unit Owner or Owners will have the right to combine Units (or divide Units previously combined) owned by such Unit Owner or Owners as long as the fractional share of the Common Elements, Expenses and Surplus and voting rights appurtenant to such Units after division or combination will equal in total the fractional share of the Common Elements, Expenses and Surplus and voting rights applicable to the Unit or Units divided or combined prior to the division or combination. Any such division or combination will require the written consent of the Association and will be in compliance with all governmental laws, ordinances and regulations all as more fully set forth above. The cost of any division or combination will be the responsibility of the Owner or Unit Owners divided or combined. Any such division or combination will become effective upon the recording of an amendment to this Declaration executed by the Unit Owners divided or combined and the Association. Such amendment will include the floor plans of the Units as divided or combined and the consent of any Institutional Mortgagee, which consent will not be unreasonably withheld.

(iii) Exterior Lights, Alterations and Improvements. The design, type, location, size, color and intensity of all exterior lights shall be subject to control by the Association. No construction, remodeling or redecoration of any nature whatsoever shall be commenced or maintained with respect to the exterior of any Unit or any Limited Common Element serving any Unit not included in the original construction thereof, nor shall any exterior addition to or change (including painting) or alteration be made after the original construction thereof, unless and until the plans and specifications showing the nature, color, kind, shape, height, materials (including samples, if requested), and location of the same shall have been submitted to and approved in writing by the Board, or by an architectural control committee appointed by the Board. The Association shall have the right to require any Owner to remove any such construction, addition, change or alteration which has not been so approved; and in addition to any other rights or remedies the Association may have, if the Owner involved shall refuse or fail to remove any such construction, addition, change or alteration which has not been so approved within 72 hours after the Association shall give such Owner notice to remove the same, the Association shall have the right to remove or cause to be removed any such construction, addition, change or alteration and the cost of such removal shall be charged against the Owner as an Individual Unit Charge. Neither an Owner nor the Association nor any other party (except the Developer as permitted in Section 16.2) shall make any alteration, addition or removal of any portion of a Unit that is to be maintained by the Association, or do anything that will jeopardize the safety or soundness of another Unit or the Buildings, or impair any of the easements established by this Declaration without first obtaining unanimous approval in writing of the Owners and Mortgagees of all Units affected by such work. A copy of plans for any such work prepared by an architect licensed to practice in Florida shall be filed with the Association prior to the start of any such work, and all work must be performed substantially in conformance with the approved plans. If any work is performed in violation of this Section, the Association may proceed against the violating Owner as provided herein.

(iv) In any litigation or other dispute related to or arising out of this Article, the prevailing party will be entitled to reimbursement of its costs incurred in said litigation or dispute, including, without limitation, reasonable fees and costs of attorneys and consultants incurred before or at trial or in any appeal, bankruptcy, collection, administrative or dispute resolution proceeding, whether or not suit is filed.

(c) Association's Right to Alter. Additions, alterations or improvements to the Common Elements, the Association Property or any part of either, costing, in the aggregate, three percent (3%) or less of the then applicable annual budget of the Association may be made by the Association without approval of the Unit Owners. If the cost exceeds three percent (3%), then a majority of voting interests must approve the expense at a meeting where a quorum is attained. For purposes of this Section, "aggregate in any calendar year" shall include the total debt incurred in that year, regardless of whether the repayment of any part of that debt is to be made beyond that year.

### 8.3 Surface Water and Stormwater Management

(1) Blanket Easement. The plan for the development of the Condominium includes the construction of a Stormwater Management System, which may include, without limitation, retention lakes, swales, conduits, weirs, pipes, pumps, and berms across the Condominium Property and the Association Property. Developer hereby reserves for itself, its successors and assigns, and grants to the Association and its designees, a perpetual, nonexclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Unit or Common Area which is part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface Water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

(2) Maintenance. The Association shall operate, maintain, and repair the Stormwater Management System. Such maintenance shall include the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance, or other capabilities in accordance with all the permits, statutes, rules, and regulations pertaining to surface water management, drainage, and water quality promulgated by the District, the Florida Department of Environmental Protection, and all other local, state and federal authorities having jurisdiction.

(3) Use and Access. Developer and the Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any portion of the Stormwater Management System, and shall have the right to deny such use to any

person who, in the opinion of Developer or the Association, may create or participate in a disturbance or nuisance on any part of the Stormwater Management System. The use of such surface waters by the Owners shall be subject to and limited by the rules and regulations of Developer and the Association, all permits issued by governmental authorities, and any rights granted to other persons pursuant to the rules and regulations of Developer and the Association. Only Developer and the Association shall have the right to pump or otherwise remove any water from any part of the Stormwater Management System for purposes of irrigation or any other use. No gas or diesel driven watercraft shall be operated on any portion of the Stormwater Management System, including the retention lakes, except in connection with the maintenance thereof.

(4) LIABILITY. NEITHER DEVELOPER NOR THE ASSOCIATION, NOR ANY OF THEIR OFFICERS, DIRECTORS OR EMPLOYEES, SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE SURFACE WATER MANAGEMENT SYSTEM AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DEVELOPER AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

NEITHER DEVELOPER, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HERBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES CONTAINED WITHIN OR ADJACENT TO THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.



(5) ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITH CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY THEIR ACCEPTANCE OF A DEED TO, OR USE OF, ANY UNIT OR COMMON AREA WITHIN THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR BOTTOMS.

(6) Indemnity. The Association may be required to assume certain duties and liabilities for the maintenance of the Stormwater Management System or drainage system within the Property under the permits, or certain agreements with governmental agencies. The Association agrees that subsequent to the recording of this Declaration, it shall hold Developer harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the Stormwater Management System occasioned in whole or in part by any action, omission of the Association or its agents, contractor, employees, servants, or licensees but not excluding any liability occasioned wholly or in part by the acts of the Developer, its successors or assigns. Upon completion of construction of the Stormwater Management System or drainage system, Developer shall assign all its rights, obligations and duties thereunder to the Association. The Association shall assume all such rights, duties and liabilities and shall indemnify and hold Developer harmless therefrom.

(7) The District shall have the right and authority to enforce all covenants and restrictions contained herein, and all rules and regulations adopted by the Association which relate to or conserve the Stormwater Management System. Such proceeding may be at law or in equity.

8.4 Screens of Balconies. The balconies (which are Limited Common Elements to the Units) shall not be screened or enclosed by the Developer as part of the initial construction of the Condominium. Thereafter, a Unit owner may screen or enclose the balcony(ies), but only with the prior written consent of the Association. The screens are to be maintained, repaired and replaced by the Owner. The screening or enclosing of a balcony does not change the boundaries of the Unit. The balcony remains a Limited Common Element.

## **ARTICLE IX ASSOCIATION BUDGET**

To fulfill its obligation to maintain the Common Elements, the Board is responsible for the fiscal management of the Association.

9.1 Fiscal Year. The fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Board selects a different fiscal year.

9.2 Budget Items. The budget shall estimate Common Expenses to be incurred by the Association during the fiscal year. The budget shall also include reasonable amounts, as determined by the Board, for working capital for the Association and for reserves.

9.3 Reserves. Unless waived by majority vote of all Members in accordance with the Condominium Act and Fannie Mae "Project Standards, Legal Requirements," the Association shall build up and maintain reserves for working capital, contingencies and replacement of the Common Elements, which shall be included in the budget and collected as part of the annual General Assessment. Extraordinary expenses not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. If the reserves are inadequate for any reason, including nonpayment of any Member's assessment, the Board may at any time levy an emergency assessment in accordance with the provisions of Section 10.3 ("Special Assessment").

9.4 Preparation and Approval of Annual Budget.

(a) Initial Budget. The Developer shall determine the budget for the fiscal year in which a Unit is first conveyed to an Owner other than the Developer.

(b) Subsequent Years. Beginning with the year in which a Unit is first conveyed to an Owner other than the Developer, and each year thereafter, at least one month before the end of the fiscal year, the Board shall, by majority vote, adopt a budget for the coming year and set the annual General Assessments at a level sufficient to meet the budget. At least two weeks before the Board meeting at which the budget is to be considered, the Board shall send to each Member notice of the meeting and a copy of the budget in reasonably itemized form, which shall include the amount of General Assessments payable by each Member.

(c) Approval. If General Assessments are to exceed 115% of the previous year's General Assessments, and at least 10% of the Members request review within thirty days (30) after the budget is delivered to Members, the Board shall call an Association meeting to present the budget and to answer any questions. After presentation, the budget shall be deemed approved unless voted against a majority vote of all the voting interests.

9.5 Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year, or review of the budget under Section 9.4 (c), shall not waive or release a Member's obligation to pay General Assessments whenever the amount of such assessments is finally determined. In the absence of an annual Association budget each Member shall continue to pay the General Assessments at the rate established for the previous fiscal period until notified otherwise.

9.6 Capital Improvements. The Members must ratify substantial capital improvements to the Common Elements approved by the Board as follows:

(a) Majority Vote. If the cost of the improvement is more than six percent (6%) of the Association's annual budget, or if, when added to other capital improvements for the fiscal year, totals more than ten percent (10%) of the Association's annual budget, the capital improvement must be approved by majority vote of Members at a meeting at which a quorum is present.

(b) Two-Thirds Vote. If the cost of the improvement is more than twenty percent (20%) of the Association's annual budget, or if, when added to other capital improvements for the fiscal year, totals more than twenty five percent (25%) of the Association's annual budget, the capital improvement must be approved by a two-thirds (2/3) vote of all Members.

If the Members approve the substantial capital improvement, the Board shall determine whether it shall be paid from General Assessments (provided adequate funds exist) or by Special Assessment. Any repair or replacement of existing improvements shall not be considered a capital improvement.

9.7 Accounts. Reserves shall be kept separate from other Association funds, in a single account in the Association's name.

## **ARTICLE X COVENANTS FOR MAINTENANCE ASSESSMENTS**

The cost of fulfilling the Association's financial obligations is divided equitably among the Members by means of Assessments. To assure the Association of a reliable source of funds and to protect those Members who contribute their equitable share, assessments are mandatory and are secured both by a lien on the Unit and the Member's personal obligation.

10.1 Obligation for Assessments. Each Unit is subject to Assessments by the Association for the improvement, maintenance and operation of the Condominium, including the management and administration of the Association and other Common Expenses as set forth in this Declaration. Except as otherwise provided in Section 10.8 below, the Developer, for each Unit owned within the Condominium, hereby covenants, and each Owner of any Unit by acceptance of a deed or other transfer instrument, agrees to pay to the Association the following (to be known collectively as "Assessments"):

- (a) General Assessments for expenses included in the budget, and

(b) Special Assessments for the purposes provided in this Declaration, together with a late fee and interest, as established by the Board, and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought.

#### 10.2 General Assessments.

(a) Establishment by Board. The Board shall set the dates such assessments shall become due and may provide for collection of assessments monthly or in quarterly installments. Unless otherwise provided by the Board, General Assessments shall be payable to the Association in equal monthly installments on or before the first day of each month during the calendar year.

(b) Date of Commencement. General Assessments shall begin on the later of (i) the day this Declaration is recorded in the public records of Duval County, Florida, which shall occur prior to the conveyance of any Unit or (ii) the date the surveyor, architect and/or engineer's certificate of substantial completion is recorded in the public records of Duval County, Florida, but in any event not later than the date on which the first Unit is conveyed by the Developer. In all events, General Assessments shall begin at or before the closing of the sale of any Units by the Developer.

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

(a) Capital Improvements. Any capital improvement which has been approved in accordance with Section 9.6, or any capital improvement not required to be approved by the Members, may be paid by Special Assessment.

b) Emergency Assessment. By a two-thirds (2/3) vote, the Board may impose an Emergency Special Assessment for any unusual or emergency maintenance or repair or other expense which this Declaration requires the Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted).

Special Assessments may be levied by the Board, with approval of a majority of the Units represented at a meeting at which a quorum is attained, in any fiscal year where the Special Assessment is applicable to that year, and succeeding years, and not more than the next four succeeding years.

10.4 Individual Unit Charges. In addition to the Assessments authorized above, the Association may levy an Individual Unit Charge against a particular Unit for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the specific Unit or other special services to such Unit or any other charges designated in this Declaration as an Individual Unit Charge. Unless otherwise expressly provided by the Board, an Owner shall pay an Individual Unit Charge charged against such Owner

on or before the first day of the month immediately following the month in which the same is charged. Each Owner of a Unit, by acceptance of a deed or other transfer document, whether or not it shall be expressed in such deed or transfer document, is deemed to covenant and agree to pay the Association the Individual Unit Charges.

10.5 Capital Contribution. At the closing and transfer of title of each Unit to the first Owner other than the Developer after recording of this Declaration, and upon each transfer to a new Unit Owner after that, the Owner shall contribute to the Association an amount equal to two months' General Assessment. This contribution shall be used by the Association for the purpose of initial and nonrecurring capital expenses of the Association and for providing initial working capital for the Association, and shall not be considered as a pre-payment of Assessments.

#### 10.6 Effect of Nonpayment of Assessment: Remedies

(a) Late Fees. Interest. Any Assessment or Individual Unit Charge not paid within five (5) days after the due date shall bear interest at the highest rate allowed by law or at such lower rate as determined by the Board. The Association may charge an administrative late fee, in addition to such interest, in an amount not to exceed the greater of \$25.00 or five percent (5%) of each assessment installment that is late. Upon default in the payment of any one or more installments, the Board may accelerate the entire balance of such Assessment, which shall be declared due and payable to the fullest extent permitted by the Condominium Act.

(b) Personal Obligation. Any and all Assessments (whether General or Special) and Individual Unit Charges together with any late fee, interest and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought (collectively, the "Unit Obligation") shall be the joint and several personal obligation of the person or entity who was the Owner of such Unit at the time when the Assessment or Individual Unit Charge was levied, and of each subsequent Owner, who by acceptance of conveyance of the Unit shall be deemed to have agreed to assume the obligation to pay all Assessments relating to the Unit being conveyed, including those pertaining to time periods prior to the date of conveyance.

(c) Creation of Lien. The Association has a lien on each Unit to secure the payment of Assessments. This lien shall be in favor of the Association and shall be for the benefit of all Owners. The lien thus created is in addition to any other remedies available under the Condominium Act.

(d) Foreclosure of Lien. The Association may bring an action at law against the Owner or Owners personally obligated to pay the Unit Obligation, or may foreclose the lien for the Assessments, or both. The Association, acting on behalf of the Owners, shall have the power to bid for any interest in any Unit foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Unit.

(e) Subordination of the Lien to Mortgages. The lien of the Assessment shall be inferior and subordinate to the lien of any Mortgage now or hereafter placed upon the Unit, unless the Assessment is secured by a claim of lien recorded prior to the recording of the Mortgage.

(g) Other Remedies. To the extent allowed by law, the Association shall have the right to impose administrative late fees for failure to pay any Assessment.

10.7 Certificate of Payment. The President, any Vice President or the Treasurer of the Association, upon demand of any Owner or Mortgagee, shall furnish to such Owner or Mortgagee a signed certificate in writing setting forth whether any Assessments, Individual Unit Charges or other charges are owed by that Owner, or by the Owner of the Unit securing, or to secure, a Mortgage. Such certificate may be relied upon by a good faith purchaser or Mortgagee as conclusive evidence of payment of any Assessment, Individual Unit Charge, or other charges therein stated to have been paid.

10.8 Developer Guaranty.

The Developer guaranties that the Unit Owners' general assessments will not exceed the amounts shown below, and therefore, the Developer shall not have to pay general assessments for the Units it owns during the Guaranty Periods. However, Developer must pay the amount of general common expenses incurred during the Guaranty Periods not produced by assessments at the guaranty levels received from Unit Owners other than the Developer. The initial Guaranty Period shall be from the date of the recordation of the Declaration until December 31, of that same year, and during the initial Guaranty Period Developer guarantees that the monthly general assessments will not exceed the amounts shown below per Unit per month. At its election, Developer may continue the Developer Guaranty program for up to three (3), one-year periods. If the Guaranty Period is continued, the Unit Owner's assessment amount will not exceed the corresponding amount shown below. If Developer, at its election, does not continue the Developer Guaranty program after the initial, 2<sup>nd</sup>, or 3<sup>rd</sup> period, then Developer shall pay monthly general assessments for the Units it owns in the same manner as other Unit Owners. This provision is enacted to comply with Section 718.116(9)(a)2, Florida Statutes.

<b>Initial Guaranty Period Monthly Amount</b> (Period from recordation of Declaration through end of that fiscal year)		<b>Optional 2<sup>nd</sup> Period Monthly Amount</b> (Period covering 2 <sup>nd</sup> fiscal year)		<b>Optional 3<sup>rd</sup> Period Monthly Amount</b> (Period covering 3 <sup>rd</sup> fiscal year)		<b>Optional 4<sup>th</sup> Period Monthly Amount</b> (Period covering 4 <sup>th</sup> fiscal year)	
<u>UNIT</u>	<u>AMOUNT</u>	<u>UNIT</u>	<u>AMOUNT</u>	<u>UNIT</u>	<u>AMOUNT</u>	<u>UNIT</u>	<u>AMOUNT</u>
A	\$ 589.75	A	\$ 678.21	A	\$ 779.94	A	\$ 896.93
B	\$ 461.85	B	\$ 531.13	B	\$ 610.80	B	\$ 702.42
C	\$ 458.24	C	\$ 526.98	C	\$606.03	C	\$ 710.84

D	\$ 602.14	D	\$ 692.46	D	\$ 796.33	D	\$ 915.78
PH-1	\$ 770.12	PH-1	\$ 885.64	PH-1	\$1,018.49	PH-1	\$1,171.26
PH-2	\$ 775.75	PH-2	\$ 892.11	PH-2	\$1,025.93	PH-2	\$1,179.82

**ARTICLE XI  
INSURANCE; CASUALTY; CONDEMNATION**

11.1 Types of Coverage.

(a) Casualty and Flood Insurance. The Board shall obtain and maintain casualty and, if required, flood insurance on that portion of the Buildings and other improvements for which the Association is responsible, all personal property included in the Common Elements, and such other parts of the Property as may be required by the Condominium Act. Where reasonably available, such insurance shall provide extended coverage, vandalism, malicious mischief based on replacement, less a reasonable deductible. In no event shall coverage be less than necessary to comply with the co-insurance percentage stipulated in the policy.

(b) Public Liability. The Board may obtain public liability insurance in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Elements. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board or other Owners. The Board shall review limits of coverage once each year.

(c) Director Liability Insurance. The Board may obtain liability insurance insuring against personal loss for actions taken by members of the Board in the performance of their duties. Such insurance shall be of the type and amount determined by the Board in its discretion. Further, the Association shall obtain and maintain fidelity bonding on all person who control or disburse funds of the Association as required by the Condominium Act and any other fidelity bonds or insurance required by Fannie Mae Project Standards, Legal Requirements.

(d) Fannie Mae, Other Mortgagee Requirements. The Association shall comply with the insurance requirements of the Federal National Mortgage Association ("Fannie Mae") so long as Fannie Mae holds a mortgage on any Unit which requires such compliance. To the extent that those requirements exceed those stated in this Article, the Board shall obtain the types of insurance coverage required by Fannie Mae. If required by any Mortgagee, the Association shall require that

any insurance proceeds be paid to an insurance trustee, which shall be a trust company or bank or savings and loan association with trust powers.

(e) Other Coverage. The Board shall obtain and maintain worker's compensation insurance if and to the extent necessary to meet the requirements of law, any other type of insurance coverage required by law and such other insurance as the Board may determine or as may be requested from time to time by a majority of the Owners.

(f) Owner's Personal Coverage. Owners are encouraged to obtain at their own expense additional insurance coverage for their Units, for their own personal property, the contents and portions of the Units for which they are responsible and for personal liability. Unless required by statute, the Association insurance policy will not normally insure against damage to coverings for walls, ceilings and floors. In addition, the Association insurance policy may have a substantial deductible before coverage is available.

#### 11.2 Association Rights and Responsibility.

(a) Policies. The Association shall hold the master policies of all insurance coverage required or authorized to be obtained by the Association, and copies of all endorsements. A copy of each policy in effect shall be made available for inspection by Owners at reasonable times. If requested to do so by any Mortgagee, the Association shall provide evidence of payment and arrange for the issuance of a certificate of mortgagee endorsement.

(b) Insurance Proceeds. All proceeds of insurance policies purchased by the Association shall be payable to the Association, which shall hold the proceeds in trust to be distributed as provided herein. The Association is irrevocably appointed agent for each Owner and for each Mortgagee to adjust all claims arising under insurance policies purchased by it and to execute and deliver releases upon the payment of claims.

(c) Condemnation. If all or part of the Common Elements is taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

(d) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the costs of fidelity bonding for any management company employee may be paid by such company pursuant to its contract with the Association. Premiums may be financed in such manner as the Board of Directors deems appropriate. The Board shall determine the appropriate deductible for each policy of insurance. Each Owner, by acceptance of a deed or other conveyance of a Unit, hereby ratifies and confirms any decisions made by the Association in this regard and recognizes and agrees that funds to cover the deductible must be provided from the general operating funds of the Association before the



Association will be entitled to insurance proceeds. The Association may, but shall not be obligated to, establish a reserve to cover any applicable deductible.

(e) Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

### 11.3 Repair and Reconstruction after Casualty or Condemnation.

(a) Responsibility. Unless the Condominium is terminated in accordance with paragraph (e) of this section, any damage to the Condominium resulting from fire or other casualty or from condemnation shall be promptly repaired. The responsibility for reconstruction or repair after a casualty or condemnation shall be the same as for maintenance and repair of the Property generally, and the Association shall have the same rights as in Section 12.17(f) to make repairs which are the responsibility of an Owner if that Owner fails to do so.

(b) Common Elements. If fire or other casualty or condemnation damages or destroys any of the improvements on the Common Elements (including the Limited Common Elements), the Board shall arrange for and supervise the prompt repair and restoration of such improvements substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification approved by the Board. The Board shall obtain funds for such reconstruction first from the insurance or condemnation proceeds, then from reserves for the repair and replacement of such improvements, and then from any special assessments that may be necessary after exhaustion of insurance and reserves. The Association is the designated agent to represent the Owners in connection with casualty or condemnation proceedings insofar as the Common Elements are concerned, including the right to represent the Owners in such proceedings with respect to negotiations, settlements or agreements, and each Owner hereby appoints the Association as such Owner's attorney-in-fact for such purpose. All insurance and/or condemnation proceeds shall be payable to the Association for the benefit of the Owners and Mortgagees.

(c) Units. Funds to repair casualty or condemnation damage for which the individual Owner is responsible may be disbursed directly to that Owner unless a Mortgagee is listed as an additional insured or is otherwise shown to have an interest, in which event such insurance proceeds shall be disbursed jointly to the Owner and the Mortgagee. All such disbursements shall be received in trust for use in the repair and replacement of the damaged Unit. If the proceeds of insurance or condemnation are not sufficient to reconstruct or repair the damaged property, and the Owner fails to make such repair, the cost of the repair may be charged to the Owner as an Individual Unit Charge. The Association may withhold amounts necessary to repair or replace windows and exterior doors, and may assume the responsibility to make such repair or replacement for the Owner.

(d) Units Owned By Developer. Any of the foregoing provisions of this Article which may be construed to the contrary notwithstanding (but only to the extent consistent with the Condominium Act and Fannie Mae "Project Standards, Legal Requirements"), with respect to any damaged Unit owned by Developer, including any Common Elements serving any such damaged Unit, it shall be the responsibility of Developer to perform the functions which are herein specified to be performed by the Association. That is, in the event of damage or destruction by fire or other casualty or condemnation to any Unit owned by Developer, including any Common Elements serving any such damaged Unit, it shall be the responsibility of Developer to file and adjust all claims affecting the same, and it shall be the responsibility of the Developer to repair or reconstruct such damage. If there is a Mortgagee endorsement as to any such damaged Unit or Common Elements serving such damaged Unit which is to be repaired or reconstructed, then such Mortgagee agrees that the insurance proceeds appertaining to such casualty shall be used to repair or reconstruct such damaged Unit.

(e) Termination. If more than two thirds (2/3) of the Units in the Condominium, in value, are destroyed by fire or other casualty or taken by eminent domain, this Declaration may be terminated if agreed to by (i) 80% of all Owners (either by vote at a regular or special meeting or by execution of a written document) within 90 days of the date of such damage or destruction and (ii) the Mortgagees holding Mortgages on fifty-one percent (51%) or more of all Units encumbered by Mortgages, as provided in Section 13.2. If so agreed, then the Condominium need not be rebuilt and all insurance proceeds shall be distributed by the Association in accordance with Section 14.4.

(f) Partial Taking. If condemnation destroys or so reduces the size of a Unit that in the judgment of the Board it cannot be made tenantable, the award attributable to that Unit shall be paid entirely to the Owner (or jointly to the Owner and Mortgagee, if a Mortgagee is shown on the Association's register). Upon such a determination by the Board and payment of such proceeds, the Owner shall quit claim his interest in that Unit and all appurtenances to the remaining Owners as a Common Element and shall be released from any further obligation for Common Expenses. The shares in the Common Elements and Common Expenses shall be distributed among the remaining Units in accordance with their percentage interests, and any changes in this Declaration made necessary by the condemnation shall be evidenced by an amendment to this Declaration, which need be approved only by the Board.

(g) Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by

reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

## **ARTICLE XII USE RESTRICTIONS**

The following covenants, conditions and restrictions are designed to protect the quality of life for all Owners within the Condominium and to set a standard for reasonable cooperation.

12.1 Residential Use. No Unit shall be used for any purpose other than as a single-family residence; provided, however, Developer and Developer's subsidiaries, affiliates and contractors shall have the right to maintain and carry on, upon such portion of the Property as Developer may deem necessary or desirable, such facilities and activities as in the sole opinion of Developer may be required, convenient or incidental to the construction, sale and rental of Units, including, but not limited to, construction yards, business offices, signs, model Units and construction, sales and rental offices. The right to maintain and carry on such facilities and activities shall include specifically the right to use Units owned or leased by Developer, as model Units and offices for construction, sale and rental of Units. In addition, a Unit Owner may maintain a home office within a Unit in accordance with all applicable county, and state codes, ordinances and regulations. Home office use of a Unit shall only be permitted to the extent permitted by law and to the extent that the office is not staffed by employees, is not used to receive clients and/or customers and does not generate additional visitors or traffic into the Unit or on any part of the Condominium Property. The foregoing provisions shall not be applicable to Units used by the Developer for model apartments, sales offices, management services, repairs, maintenance or construction.

12.2 Occupancy. Owners shall notify the Association's manger in writing in advance of the arrival and departure of anyone other than the Unit's Owner who has permission to use a Unit in the Owner's absence. No person under eighteen (18) years of age shall occupy a Unit unless such person's parent or the Owner is also in residence.

12.3 Common Elements. The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Owners and their tenants, guests and invitees. Children shall not play on or about the Common Elements except under reasonable supervision of a responsible adult.

12.4 Signs. Except as may be required by legal proceedings, or except as otherwise expressly permitted in writing by the Board no Owner shall place or maintain, or permit to be placed or maintained on any exterior door, wall or window of the Unit, or within the Unit so as to be visible from the exterior of the Unit, or upon any part of the Common Elements, including any Limited Common Element serving the Unit, any sign(s) of any kind; provided, however, the foregoing shall not apply to the Developer and Developer's subsidiaries, affiliates or contractors. Notwithstanding the above restrictions, an Owner may display one portable, removable, United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans

Day may display, in a respectful way, portable, removable official flags, not larger than 4.5 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corp or Coast Guard, regardless of any declaration rules or requirements dealing with flags.

12.5 Leasing of Units. No Owner shall lease such Owner's Unit for transient or hotel purposes, and no Owner may lease less than the entire Unit. Any lease agreement shall provide that the terms of the lease shall be subject to the provisions of this Declaration and the Articles, Bylaws and Rules and Regulations of the Association and that any failure of the lessee or the lessee's guests or invitees to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing, and except for Units leased by Developer, shall have a minimum term of two (2) months, or such lesser term as is required by Fannie Mae Project Standards, Legal Requirements. Other than the foregoing, there shall be no restriction on the right of any Owner to lease his Unit. Provided, however, prior to the commencement of any such lease, the Owner shall give the Association written notice of the name, address (if other than the Unit) and home and office telephone numbers of the tenant of the lease. The Association may charge a fee in connection with the approval of any lease, sublease, or other transfer of a Unit requiring approval, provided, however that such fee may not exceed \$100 per applicant.

When a Unit is leased, a tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use generally by Unit Owners, and the Owner of the leased Unit shall not have such rights, except as a guest, unless the tenant waives such rights in writing. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Owners.

12.6 No Time Sharing. No time-share ownership of Units is permitted. For this purpose, the term "time-share ownership" shall mean a method of ownership of an interest in a Unit under which the exclusive right of use, possession or occupancy of the Unit circulates among more than six individuals or married couples on a periodically recurring basis.

12.7 Nuisances: Other Improper Use.

(a) Nuisances. Unlawful Use. No nuisance or immoral, improper, offensive or unlawful use shall be permitted to exist or operate in any Unit or on or about the Common Elements. All laws, building codes, orders, rules, regulations or requirements of any governmental agency having jurisdiction shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or keep in good order the affected portion of the Condominium.

(b) Weight, Sound and other Restrictions. All hard surface floors shall have a sound insulation barrier installed underneath such surface. Even once approved by the Board, the installation of insulation materials shall be performed in a manner that provides proper mechanical isolation of the flooring materials from any rigid part of the building structure, whether of the concrete subfloor (vertical transmission) or adjacent walls and fittings (horizontal transmission) and must be installed prior to the Unit being occupied. Additionally, the floor coverings (and insulation and adhesive material therefor) installed on any balcony, terrace, patio and/or lanai shall not exceed a thickness that will result in the finish level of the balconies, terraces, patios and/or lanais being above the bottom of the scuppers. Also, the installation of any improvement or heavy object must be submitted to and approved by the Board, and be compatible with the overall structural design of the building. The Board will have the right to specify the exact material to be used on balconies, terraces, patios and/or lanais. Any use guidelines set forth by the Association shall be consistent with good design practices for the waterproofing and overall structural design of the Buildings. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations. Applicable Developer warranties, if any, shall be voided by violations of these restrictions and requirements.

Each Owner agrees that sound transmission is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. All noise, including, without limitation, talking, singing, television, radio, record player, tape recorder or musical instrument, shall be kept at such volume levels that the noise is not audible outside of the boundaries of the Unit in which it originates. Without limiting the generality of the foregoing, no audio speakers, appliances or other apparatus shall be attached to or inserted in any part of the Buildings which would cause a noticeable vibration or noise in any other Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from sound transmission.

(c) Insurance. Nothing shall be done or kept in any Unit or on or about the Common Elements which will increase the rate of, or result in cancellation of, insurance for the Condominium or any other Unit, or the contents thereof, without the prior written consent of the Association.

(d) Soliciting. No soliciting will be allowed at any time within the Condominium.

12.8 Pets. A maximum of two (2) domesticated dogs and/or cats may be maintained in a Unit provided such pets are: (a) permitted to be so kept by applicable laws and regulations, (b) not left unattended on balconies or in lanai areas, (c) generally not a nuisance to residents of other Units or of neighboring buildings; and (d) not a pit bull or other breed considered to be dangerous by the Board of Directors; provided that neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any Unit Owner and any occupant of a Unit shall fully indemnify and hold harmless the Board of Directors from any loss ,

cost or liability resulting from any pet maintained in such Unit. Each Owner shall be held strictly responsible to immediately collect and properly dispose of wastes and litter of such Owner's pets. The Association reserves the right to designate specific areas within the Common Elements where pets may be walked and prohibit pets in other areas. Pets shall be leashed and restrained at all times when on or about the Common Elements. The Association may prohibit tenants, guests and invitees from keeping pets or place restrictions on the keeping of pets by any of such persons.

The Unit Owner must promptly repair any landscaping damage or other damage to the Common Elements caused by a Unit Owner's pet. The Association has the right to charge the Unit Owner for the cost of repairs resulting from Unit Owner's pet. A violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in the By-Laws and any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property. No pets shall be maintained in any limited common element Storage Spaces, Parking Spaces or Garage Spaces.

12.9 Automobiles and other Motor Vehicles, Trailers, Parking, etc. Motor vehicles shall be operated and parked only upon those portions of the Common Elements designated for such purpose by the Board. Mobile homes, motor homes, truck campers, oversized vehicles, and trailers of any kind are prohibited and shall not be kept, placed, stored, parked, maintained or operated upon any portion of the Property. Boats shall not be kept in parking areas or driveways. Kayaks and canoes and similar vessels may only be kept in designated areas. No Owner, nor any occupant of such Owner's Unit including tenants, nor any of their respective family members, guests, invitees or licensees, shall park in any parking space the exclusive use of which has been assigned to another Owner; each Owner hereby expressly agreeing that, in the event of the violation of this provision, the Association shall have the right to have any such vehicle removed at the expense of the violating Owner and the cost incurred by the Association to have any such vehicle removed and stored shall be charged against the violating Owner as an Individual Unit Charge. Further, the violating Owner hereby expressly waives any claim against the Association or the party removing any such vehicle owned by the Owner for any damage that may be incurred thereby in the removal and storage thereof; and the violating Owner hereby expressly agrees to indemnify and hold harmless the Association and the party removing any such vehicle owned by any occupant of such violating Owner's Unit, including tenants, or any of their respective family members, guests, invitees or licensees for any damage that may be incurred thereby in the removal and storage thereof. No vehicle bearing any advertising or company identification shall be parked in any exterior parking space, except when providing services to the Unit or any part of the Property.

#### 12.10 Attractiveness and Safety of Units.

(a) Owner's Responsibility. Each Owner shall keep all parts of his Unit in good order and repair and free from debris or hazards. Each Owner shall keep in a neat and clean condition and free of debris or hazards any balcony serving such Owner's Unit and any reserved Parking Space(s), Storage Space or Garage Space assigned to such Owner's Unit as a Limited Common Element.

(b) Clotheslines. No clothesline or other clothes-drying apparatus shall be permitted in any part of a Unit, or any Limited Common Element such as a balcony or reserved parking space, where it may be visible from the Common Elements, Limited Common Elements or any other Unit.

(c) Garbage and Trash Containers. All garbage and trash containers must be placed and maintained in accordance with Rules and Regulations adopted by the Board. No portion of the Property shall be used for dumping refuse.

12.11 Exterior Appearance. To provide a neat, attractive and harmonious appearance throughout the Condominium, each Owner shall adhere to, and shall cause the occupants of such Owner's Unit including tenants, as well as their respective family members, guests and invitees, to adhere to the following restrictions:

(a) No foil or other reflective material shall be used on any window or door of any Unit for sun screens, blinds, shades or any other purpose. All shutters shall be neutral in color on the exterior side and all curtains or draperies covering any windows, doors or enclosures that may be seen from the outside shall be of a solid material (having no pattern), neutral in color, or be lined on the exterior side with a solid material that is neutral in color. No clothing, rugs or any other item shall be hung on or from any balcony, window or other exterior opening. Nothing shall be dropped, thrown, swept or otherwise expelled from any window, door or balcony. No plants, pots, receptacles or other decorative articles shall be kept, placed, hung or maintained on any ledge or balcony railing. All loose or movable objects shall be removed from balconies upon notice of an approaching hurricane or other inclement weather characterized by conditions of high winds.

(b) Window mounted air-conditioners are prohibited in respect to all Units.

(c) Refuse and garbage shall be deposited only in the receptacles provided therefore. No garbage cans, supplies or other articles serving the occupants of a particular Unit shall be placed in any halls, corridors, stairwells or any other portion of the Common Elements. Fire exits shall not be obstructed in any manner, and the Common Elements shall be kept free and clear of rubbish, debris and any unsightly material.

(d) Sidewalks, entrances, halls, corridors, elevators, lobbies, stairways and all other portions of the Common Elements intended for ingress and egress shall not be obstructed or used for any purpose other than ingress and egress to and from the premises; nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, chairs, benches, tables or any other object of a similar nature be stored therein.

(e) The personal property of all Unit occupants shall be stored within the Unit or within any Storage Space or Garage Space assigned as a Limited Common Element to the Unit, or within the balcony serving the Unit in such a manner as not to be unsightly or interfere with the

comfort and convenience of the occupants of other Units or in such a manner as not to detract from the attractive and harmonious appearance of the Condominium in general. The garage (including the parking spaces but excluding the storage spaces) beneath the Buildings containing the Units shall not be used by the Owners and their tenants for the storage of anything other than their motor vehicles. The Association may permit Owners and their guests to store bicycles within their respective parking spaces so long as the same, in the opinion of the Association, do not constitute a nuisance or interfere with the use and maintenance of the garage.

(f) All Unit Owners, whether or not occupying the Unit, shall periodically run the air conditioning system to maintain the Unit temperature, whether or not occupied, at 78DF, to minimize humidity in the Unit. While the foregoing are intended to minimize the potential development of molds, fungi, mildew and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins. The Developer does not make any representations or warranties regarding the existence or development of molds, fungi or mycotoxins and each Owner shall be deemed to waive and expressly release any such warranty and any claim for loss or damages resulting from the existence and/or development of same. In furtherance of the rights of the Association as set forth above, in the event that the Association reasonably believes that the provisions of this Section are not being complied with, then, the Association shall have the right (but not the obligation) to enter the Unit (without requiring the consent of the Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as required hereby (with all utility consumption costs to be paid by the Unit Owner). If the utilities have been turned off, the Association shall have the right to connect the electric service and the Unit Owner would be responsible for promptly reimbursing the Association as an Individual Unit Charge.

12.12 Antennas. No antenna or other device for the transmission or reception of television signals, radio signals, or any form of electromagnetic radiation or other signals shall be erected, used, or maintained outdoors on any portion of the Condominium, whether attached to a building or structure or otherwise; provided, however, Developer and the Association shall have the right to erect, construct and maintain such devices. Notwithstanding the above, a Unit Owner shall have the right to install a satellite dish in an area within that Unit Owner's exclusive control in accordance with the FCC's Over-the-Air-Reception Devices or "OTARD" Rules.

12.13 Unightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any portion of the Property.

12.14 Governmental Regulations. All governmental building codes, health regulations, zoning restrictions and the like applicable to the Condominium shall be observed. In the event of any conflict between any provisions of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive shall apply.



12.15 Rules and Regulations. The Board may from time to time adopt Rules and Regulations or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance and control of the Units, Common Elements and any facilities or services made available to the Owners. Rules and Regulations shall take effect immediately upon approval by the Board, or at a later date selected by the Board. If requested by at least ten percent (10%) of the Members, an Association meeting may be called and any Rule or Regulation may be repealed by majority vote of Members. A copy of the Rules and Regulations adopted from time to time shall be furnished to each Owner.

12.16 Enforcement.

(a) Owner's Responsibility. Each Owner and any occupant of such Owner's Unit, including tenants, and their respective family members, guests, and invitees, shall conform to and abide by the covenants, conditions and restrictions contained in this Declaration and any Rules and Regulations which may be adopted from time to time by the Board. Each Owner shall be responsible for assuring such compliance by all such persons, and any violation by any such person shall be considered to be a violation by the Owner.

(b) Covenants Committee. The Board shall establish a Covenants Committee to hear any complaints of violations of these covenants, conditions and restrictions, or Rules and Regulations adopted by the Board. Members of the Covenants Committee shall be Unit Owners. Members of the Covenants Committee shall serve at the pleasure of the Board.

(c) Notice, Hearing. If an Owner (or any of the family members, guests or invitees of an Owner) is believed to be in violation, the Owner shall be given notice and an opportunity to be heard in accordance with the Condominium Act.

(d) Fines. In any case of flagrant or repeated violation by an Owner, then, in addition to the foregoing remedies, the Board or Covenants Committee may levy charges of not more than \$100.00 for any one violation, unless the statutory limit for such fine is increased by the Florida Legislature; but each day or time a violation is continued or repeated after written notice is given to the Owner to cease and desist, it shall be considered a separate violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.

(e) Tenant Violations. If a tenant leasing a Unit from an Owner, or any of the family members, guests or invitees of a tenant, is believed to be in violation of any covenants, conditions or restrictions in this Declaration, or any Rules and Regulations, the Covenants Committee shall notify the Owner and tenant in the manner provided by subsection (c) and provide an opportunity for hearing. If the Covenants Committee determines after notice and opportunity for hearing that any

such person has violated any covenants, conditions or restrictions, or any Rules and Regulations, the Covenants Committee may impose fines against the Owner as provided in subsection (d). In addition, if the violation continues more than ten (10) days after notice to the Owner of the Committee's findings, or if the tenant, or any such person, materially violates any covenants, conditions or restrictions in this Declaration, or any Rules and Regulations more than once in any one-year period, the Association, by a two-thirds (2/3) vote of the Board, shall have the right to evict the tenant. Each Owner by acceptance of a deed irrevocably appoints the Association as its agent and attorney-in-fact in such an eviction action. All costs related to such action shall be charged against the Owner as an Individual Unit Charge.

(f) Corrective Action for Unit Maintenance. If the Covenants Committee determines after notice and hearing that any Owner has failed to maintain any part of the Unit in a clean, attractive and safe manner and in good repair, the Covenants Committee shall notify the Owner of its findings and may impose fines as provided in paragraph (d).

(g) Pets. After notice and hearing, the Covenants Committee may require that an Owner permanently remove a disruptive or annoying pet from the Condominium

(h) Additional Remedies. All remedies listed in this section are non-exclusive and may be applied cumulatively. In the event of a violation or breach, or threatened violation or breach, of any of the covenants or provisions of this Declaration or the Rules and Regulations, Developer, the Association or any aggrieved Owner, jointly and severally, shall have the right to proceed at law or in equity to compel compliance therewith or to prevent a threatened violation or breach thereof. Should the Developer or the Association employ legal counsel to enforce any of the foregoing, the violating Owner shall pay all costs incurred in such enforcement, including a reasonable fee for counsel. Inasmuch as the enforcement of the provisions of this Declaration, the Articles, Bylaws and Rules and Regulations is essential for the effectuation of the general plan of development, it is hereby declared that any breach thereof cannot be adequately compensated by recovery of damages, and the Developer, the Association, or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy by injunction to restrain any such violation or breach or threatened violation or breach.

12.18 The Board of Directors shall have the right to grant waivers or to exempt certain Units or Unit Owners from the provisions of this Article XII.

### **ARTICLE XIII AMENDMENTS TO DECLARATION**

#### 13.1 Method of Amendment

(a) Generally. Members holding 67% of the total voting power of the Association may amend this Declaration at any time, except as specifically provided otherwise. After adoption of any

such amendment, the President and Secretary of the Association shall execute and record a certificate meeting the requirements of the Condominium Act.

(b) Specific Provisions. No amendment shall change any Unit's size or configuration materially or materially alter the appurtenances to the Unit or any Unit's appurtenant share in the Common Elements unless the Owner and any Mortgagee of that Unit joins in the execution of the amendment and one hundred percent (100%) of the remaining Members approve such amendment. No amendment to this Declaration may permit time-share estates to be created in any Unit unless the record owner of all Units and the record owners of liens on all Units join in the execution of the amendment.

(c) Effect. Any amendment adopted in accordance with this Article shall become effective upon recordation in the public records of Duval County, Florida.

### 13.2 Consent of Mortgagees.

(a) Generally. This Declaration contains provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by a Mortgage on a Unit. Accordingly, no material amendment or modification of this Declaration shall be adopted without the prior written consent of Mortgagees holding a lien on 51% or more of all Units encumbered by a Mortgage.

(b) Material Changes. For the purposes of Section 13.2(a), an amendment or change to any of the following shall be considered material: an amendment which materially affects the rights or interests of the mortgagees; is required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation; an amendment that changes the configuration or size of any unit in any material fashion, materially alters or modifies the appurtenances to the unit, changes the proportion or percentage by which the unit owner shares the common expenses of the condominium and owns the common surplus of the condominium; or permits timeshare estates to be created in any unit of the condominium.

(c) Termination. When Owners are considering termination of the Condominium for reasons other than substantial destruction or condemnation of the Property, Mortgagees representing at least 67% of the votes of the mortgaged Units must agree, unless all Mortgagees will be paid in full upon such termination.

(d) Notice, Waiver. Any such required Mortgagee consent shall be given promptly and shall not be unreasonably withheld. Any consent not given or denied within 30 calendar days shall be deemed given if notice of the proposed amendment was delivered by certified or registered mail, return receipt requested.

13.3 Developer's Rights. Up until the time Unit Owners other than the Developer elect a majority of the members of the board of administration of the Association, no amendment shall become effective without the written consent of the Developer. The Developer specifically reserves the absolute and unconditional right, so long as Developer retains control of the Association, to amend this Declaration, without the consent or joinder of any party (a) to comply with any applicable governmental statute, law, ordinance, rule, regulation or judicial decision, (b) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized agency or institution purchasing or insuring home loan mortgages, (c) to conform to the requirements of institutional mortgage lenders, title companies, governmental agencies or private mortgage companies or (d) to correct errors or to clarify any provision of this Declaration.

13.4 Merger of Condominium. This Declaration, the Bylaws and the Common Elements may be merged with that of any other condominium to form a single condominium, upon the approval of seventy five per cent (75%) of all Owners of each condominium and of all record owners of liens. Such merger will be effective upon the recording of new or amended articles of incorporation, declarations and bylaws.

13.5 Approval of District. Amendments, which affect the provisions of the Declaration related to the Stormwater Management System, must be approved by the District.

## **ARTICLE XIV TERMINATION**

14.1 Methods. The Condominium may be terminated in any of the following ways:

(a) Destruction. If following casualty or condemnation it is determined in accordance with Section 11.3 that the improvements will not be reconstructed, the Condominium will be thereby terminated.

(b) Agreement. The Condominium may be terminated at any time by the approval in writing of all the Owners and Mortgagees.

(c) Purchase of Dissenting Owners' Units. The Condominium may be terminated by agreement of 80% of the Members and purchase of the dissenting Owners' Units, in accordance with Section 14.2.

14.2 Purchase of Dissenting Owners' Units.

(a) Approval. If Members holding a majority of votes in the Association desire termination, they may make a written request to the President of the Association for a meeting of the

Members to consider termination. Notice of the meeting shall be furnished as provided in the Bylaws. If the termination is approved at the meeting by not less than 80% of all Members (or if, within two weeks after the meeting, a sufficient number of additional Members consent in writing so that a total of at least 80% of the Members approve), and the termination is consented to by Mortgagees in accordance with Section 13.2, the approving Owners shall have an option to buy all (but not less than all) of the Units of the non-approving Owners. The option shall be exercised within a reasonable time period after all required notices have been given and required approvals have been obtained. Approval of termination by an Owner at such a meeting shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be permanently irrevocable.

(b) Exercise of Option. The purchase option shall be exercised by delivery of the following instruments in person or by registered mail to each Owner of the Units to be purchased:

(i) A certificate executed by the President and Secretary of the Association certifying that the motion to terminate the Condominium was approved in accordance with this Article and that the option to purchase is being exercised as to all Units owned by dissenting Owners. The certificate shall state the names of the Owners exercising the option, the Units owned by them, and the Units being purchased by each of them.

(ii) An agreement to purchase the Unit of the Owner receiving the notice, upon the terms provided in this Article, signed by the purchasing Owner or Owners.

(c) Price. The price for each Unit purchased pursuant to this Article shall be its fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of the exercise of the option. In the absence of agreement, the price shall be determined by two MAI-certified real estate appraisers, one selected by the seller and one by the purchaser. If the appraisers cannot reach agreement upon the market value of the Unit, then the two appraisers shall select a third appraiser, who shall determine the fair market value of the Unit. If the two appraisers fail to select a third appraiser, then the purchaser may ask a court of competent jurisdiction to select an appraiser. The reasonable expense of the appraisals shall be paid by the purchaser.

(d) Closing. The sale price shall be paid in cash or upon terms approved by the seller, and the sale shall be closed within twenty (20) days following the determination of the sale price. A judgment of specific performance of the purchase based upon the agreed sales price or determination of the appraiser(s) may be entered in any court of competent jurisdiction. The closing of the purchase of all of the Units subject to the option shall effect a termination of the Condominium without further act except the filing of the certificate described in Section 14.3.

(e) Limitation. If necessary for this section's validity under the Rule Against Perpetuities (689.22, Florida Statutes) or similar law, this option shall expire 90 years from the

recording of this Declaration, or 21 years from the death of the last lineal descendent of the original purchasers of Units who was alive at the time of recording of this Declaration, or whatever greater time period allowed by law.

14.3 Certificate. The termination of the Condominium in any of the ways described in this Article shall be evidenced by a certificate of the Association executed by the President and Secretary in the same manner as for an amendment of this Declaration. The termination shall become effective upon recording of the certificate in the public records of Duval County, Florida

14.4 Shares of Owners after Termination. After termination of the Condominium, the Owners shall own the Property and all assets of the Association, including the right to condemnation proceeds, if any, as tenants in common in undivided shares. The undivided share assigned to each Unit shall be the same equal fractional share as shown in **Exhibit "B"**. Owners' respective Mortgagees and lienors shall have Mortgages and liens upon the respective undivided shares of the Owners. Following termination, any Owner may request distribution to such Owner of such Owner's proportionate share of all liquid assets of the Association, or may petition a court for sale or other partition of the Property, all subject to the rights of Mortgagees and other lienors.

## ARTICLE XV REGISTER OF OWNERS AND MORTGAGEES; RIGHTS OF MORTGAGEES

15.1 Register of Owners and Mortgagees. The Association shall at all times maintain a register with the names and addresses of all Owners and Mortgagees. Upon the sale or transfer of any Unit to a third party, the transferee shall notify the Association in writing of such transferee's interest in the Unit together with the recording information for the instrument by which such transferee acquired such transferee's interest. In addition, each Owner shall notify the Association of any Mortgage encumbering such Owner's Unit, stating the amount of such Mortgage, the Mortgagee's name and address and the recording information for the Mortgage instrument. Any Mortgagee may also notify the Association directly of the existence of such Mortgagee's Mortgage lien on a Unit, and upon receipt of such notice, the Association shall register all pertinent information pertaining to such Mortgagee.

15.2 Mortgagees' Rights. In addition to the consent of Mortgagees required by Section 13.2 and other rights stated elsewhere in this Declaration, any registered Mortgagee shall have the following rights, exercised by written request to the Association:

(a) To be furnished a copy of the most recent financial statement and annual report of the Association;

(b) To be given written notice by the Association of any meeting of the membership called for the purpose of considering any proposed amendment to the Declaration, Articles or Bylaws or any other matter requiring the consent of a specified percentage of eligible Mortgagees, and shall have those approval rights as described in Article 13.2;

(c) To be given notice of any default of 60 days or more in the payment of Assessments or Individual Unit Charges with respect to the Unit encumbered by the Mortgage;

(d) To be given an endorsement or certificate evidencing the insurance coverage maintained on the Property by the Association, reflecting the Mortgagee's interest therein, and requiring that the Mortgagee be given notice of any cancellation of that insurance coverage;

(e) To be permitted to examine the books and records of the Association upon reasonable notice during ordinary business hours;

(f) To be provided current copies of the Declaration, Articles, Bylaws and Rules and Regulations concerning the Property, upon payment to the Association of its cost of copying such documents; and

(g) To be given written notice of any casualty loss, condemnation or eminent domain proceedings which affect a material portion of the Common Elements, or the Unit encumbered by the Mortgagee's lien.

## **ARTICLE XVI DEVELOPER RIGHTS AND PRIVILEGES**

16.1 Right to Own and Sell. Notwithstanding any provision of this Declaration to the contrary, the Developer is irrevocably empowered to sell, lease or rent Units to any person or entity approved by Developer. The Developer shall have the right to transact on the Property any business necessary to accomplish the sale, lease or rental of Units, including but not limited to the right to maintain models, have signs, maintain an office and employees on the Property and use the Common Elements. A sales and rental office, model Units, signs and all items pertaining to sale and rentals shall not be considered Common Elements but shall remain the property of the Developer.

16.2 Developer's Rights to Change Interior of Units. So long as the same does not jeopardize the safety or soundness of the Buildings or any other Units, Developer shall have the right to change the interior design of Units and none of such actions shall require an amendment to this Declaration as such actions are specifically contemplated and permitted hereby.

16.3 Prohibited Actions. So long as the Developer is the owner of record title to any Unit held for sale in the ordinary course of business no action may be taken by the Association that would be detrimental to the sales or rental of Units by Developer; provided, however, that an increase in

Assessments without discrimination against Developer shall not be deemed detrimental. Further, no action shall be taken which would assess the Developer as a Unit Owner for capital Improvements.

16.4 Ownership. For so long as Developer is the Owner of record title of any Unit, Developer enjoys the same rights and assumes the same duties as other Owners as such rights and duties relate to Developer's Units, except as expressly set forth herein otherwise.

16.5 Developer's Right to Assign. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer as are specifically assigned to it. Any such assignment may be made on a nonexclusive basis. Notwithstanding any assignment of the Developer's rights hereunder (whether partially or in full), the assignee shall not be deemed to have assumed any of the obligations of the Developer unless, and only to the extent that, it expressly agrees to do so in writing. The rights of Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board or the Association upon the transfer of control of the Association. The Developer shall also be an Owner for so long as the Developer is record owner of any Unit.

16.6 Easements. Developer expressly reserves for Developer and Developer's assigns and the Association the following perpetual, nonexclusive easements:

(a) An easement for ingress, egress, utilities and stormwater drainage over, across, under and through the Common Elements of the Property; and

(b) An easement over, across, under and through the Property to provide maintain and correct drainage and other erosion controls.

(c) For as long as Developer remains liable under any warranty, whether statutory, express or implied, for any act or omission of Developer in the development, construction, sale and marketing of the Condominium, then Developer and its contractors, agents and designees shall have the right, in Developer's sole discretion and from time to time and without requiring prior approval of the Association and/or any Unit Owner (provided, however, that absent an emergency situation, Developer shall provide reasonable advance notice) to enter the Condominium Property, including the Units, Common Elements and Limited Common Elements, for the purpose of inspecting, testing and surveying same to determine the need for repairs, improvements and/or replacements, and effecting same, so that Developer can fulfill any of its warranty obligations. Nothing herein shall be deemed or construed as the Developer making or offering any warranty, all of which are disclaimed (except to the extent same may not be) as set forth in Section 17.3 below.



The above easements specifically include the right to transverse the condominium to access the docks located on the Southwest corner of the Property to construct, repair, maintain and replace utilities, boat lift stations (if installed) and/or a boathouse and other facilities upon the Condominium Common Elements to service the docks (which are not a part of this Condominium Property but may be available for Units Owner's use at Developer's discretion). Except in the case of emergencies, reasonable notice of intent to exercise the foregoing easements shall be given to all affected Owners, either directly or through the Association.

## ARTICLE XVII GENERAL PROVISIONS

17.1 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Property as a residential condominium of the highest quality. The underscored portions at the beginning of the Articles are intended to state the purposes for the provisions that follow and may be used as an aid to interpretation. However, if the underscored portion conflicts with the operative provision, the operative provision shall govern. In the event of a conflict between this Declaration and the Articles or Bylaws, this Declaration shall govern. If the Articles and Bylaws conflict, the Articles shall govern.

17.2 Invalidity. The invalidity of any part of this Declaration shall not impair or affect the validity or enforceability of the rest of the Declaration, which shall remain in full force and effect.

17.3 Disclaimer of Warranties.

**EXCEPT ONLY FOR THOSE WARRANTIES PROVIDED IN SECTION 718.203, FLORIDA STATUTES (AND THEN ONLY TO THE EXTENT APPLICABLE AND NOT YET EXPIRED), TO THE MAXIMUM EXTENT LAWFUL DEVELOPER HEREBY DISCLAIMS ANY AND ALL AND EACH AND EVERY EXPRESS OR IMPLIED WARRANTIES, WHETHER ESTABLISHED BY STATUTE, COMMON CASE LAW OR OTHERWISE, AS TO THE DESIGN, CONSTRUCTION, SOUND AND/OR ODOR TRANSMISSION, EXISTENCE AND/OR DEVELOPMENT OF MOLDS, MILDEW, TOXINS OR FUNGI, FURNISHING AND EQUIPPING OF THE CONDOMINIUM PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, COMPLIANCE WITH PLANS, ALL WARRANTIES IMPOSED BY STATUTE (OTHER THAN THOSE IMPOSED BY SECTION 718.203, FLORIDA STATUTES, AND THEN ONLY TO THE EXTENT APPLICABLE AND NOT YET EXPIRED) AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES OF ANY KIND OR CHARACTER.**

**DEVELOPER HAS NOT GIVEN AND THE UNIT OWNER HAS NOT RELIED ON OR BARGAINED FOR ANY SUCH WARRANTIES. EACH UNIT OWNER, BY ACCEPTING A**

**DEED TO A UNIT, OR OTHER CONVEYANCE THEREOF, SHALL BE DEEMED TO REPRESENT AND WARRANT TO DEVELOPER THAT IN DECIDING TO ACQUIRE THE UNIT, THE UNIT OWNER RELIED SOLELY ON SUCH UNIT OWNER'S INDEPENDENT INSPECTION OF THE UNIT AND THE CONDOMINIUM. THE UNIT OWNER HAS NOT RECEIVED NOR RELIED ON ANY WARRANTIES AND/OR REPRESENTATIONS FROM DEVELOPER OF ANY KIND, OTHER THAN AS EXPRESSLY PROVIDED HEREIN.**

**FURTHER, GIVEN THE CLIMATE AND HUMID CONDITIONS IN FLORIDA, MOLDS, MILDEW, TOXINS AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN THE UNIT OR THE CONDOMINIUM PROPERTY. EACH OWNER IS HEREBY ADVISED THAT CERTAIN MOLDS, MILDEW, TOXINS AND/OR FUNGI MAY BE, OR IF ALLOWED TO REMAIN FOR A SUFFICIENT PERIOD MAY BECOME, TOXIC AND POTENTIALLY POSE A HEALTH RISK. BY ACQUIRING TITLE TO A UNIT, EACH OWNER SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS AND/OR FUNGI AND TO HAVE RELEASED THE DEVELOPER FROM ANY AND ALL LIABILITY RESULTING FROM SAME.**

17.5 Notices. Unless otherwise stated herein or in the Bylaws, any notice required to be given to the Owner of any Unit (or the tenant of such Owner) under the provisions of this Declaration shall be deemed to have been properly given when delivered personally or sent by United States mail, postage prepaid, to the Owner (or tenant) at such address as such Owner (or tenant) may have designated with the Association, or, if no address has been so designated, than at the address of such Owner's (or tenant's) Unit. Notice shall be considered given when personally given or on the third business day following the date upon which such notice is deposited in the mail.

17.6 Liability. Notwithstanding anything contained herein or in the Articles of Incorporation, By-laws, any rules or regulations of the Association or any other document governing or binding the association (collectively, the "Association Documents"), the Association, except to the extent specifically provided to the contrary herein, shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Condominium and/or Association Property including, without limitation, Owners and their guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;

(b) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, County and/or any other jurisdiction or the prevention of tortious activities; and

(c) the provisions of the Association Documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

**17.7 Law to Govern.** This Declaration shall be construed in accordance with the laws of the State of Florida.

**17.8 Owner Covenant.** Each Owner, his heirs, successors and assigns, by virtue of his or her acceptance of title, and each person making use of any portion of the Unit, by virtue of accepting such interest or lien or by making use thereof, will be bound by this Article 17 and will be deemed to have automatically waived any and all rights, claims, demands or causes of action against the Association or the Developer arising from or connected with any matter for which the liability of the Association or Developer has been disclaimed in this Article 17.

**17.9 Security and Disclaimer.** The Association may elect to have security provided to all units by a single provider and to include the cost thereof as part of the Common Expenses. Such service may be discontinued, or the provider changed, by the Association at any time. In the event that a single provider is used, each Owner shall be responsible for monitoring and maintaining the security system in such Owner's Unit, for advising the security company of any problems or issues which arise with respect to such Owner's Unit, for responding to any alarm or other issues or events with respect to such Owner's Unit, and for paying any cost with respect thereto (or reimbursing the Association for such costs). The responsibility of the Association or the Developer shall be limited to selecting and making timely payments to the security company for the basic security service. If feasible, an Owner may elect to have a security provider other than the provider selected by the Association. In such event, such Owner shall be solely responsible for all costs associated with such system, but shall not be entitled to any reduction in such Owner's Assessments as a result thereof.

None of the Association, the Developer, any management company, or their respective officers, boards of directors, employees, agents, or successors, shall in any manner be deemed to be insurers or guarantors of security within the Condominium Property. None of the Association, the Developer, any management company, or their respective officers, boards of directors, employees, agents, or successors shall be held liable for any loss or damage by reason of failure to provide any security, or the ineffectiveness of security measures undertaken, if any.

Each Owner and occupant of a Unit, and their respective guests, tenants, and invitees, as applicable, acknowledge and understand that the Association, the Developer, any management company, their boards of directors, officers, employees and agents, successors and designees are not insurers of the security of any person or property, and that each Owner and occupant and their respective guests, tenants and invitees assume all risks for loss or damage to persons, to Units, improvements thereon, and to the contents of Units, and further acknowledge and agree that the Association, the Developer,

any management company, their boards of directors, officers, developer, designees and successors, have made no representations, covenants, or warranties, nor has any Owner or occupant, or their respective guests, tenants or invitees, relied upon any representations, covenants, or warranties, express or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any life safety system, fire protection system, emergency call system, burglar alarm, controlled access gate, or other security systems recommended, utilized, or installed, or for any security measures undertaken, within the Condominium Property. Each Owner and occupant of any unit and their respective guests, tenants and invitees acknowledge and understand that The Cove, a condominium is within the jurisdictional limits of Duval County, Florida and serviced by the sheriff's department of Duval County, which will be responsible for the safety of the Owners and all occupants of Units.

### **ARTICLE XIII MARINA AND BOAT SLIPS**

18.1 Recitals, Definitions and Terms. Developer presently leases a dock and 13 boat slips and is considering expanding such lease (or entering a new lease) and constructing further docks and boat slips. If Developer enters a further submerged land lease, it may, at its election, construct further docks, boat slips and other marina facilities. Both the existing and future leaseholds, docks and boat slips are outside of the land described in Exhibit A hereto, and thus are not presently being subjected to this Declaration. Although there is no certainty that Developer will subject either or both of the existing and/or future leaseholds, docks and boat slips to this Declaration, Developer hereby reserves the right, in its sole discretion, to do so. This Article 18 contains the terms and provisions which will apply if Developer so elects to subject either or both of the existing and/or the future leaseholds, docks and boat slips to this Declaration. However, this Article 18 does not apply whatsoever unless and until Developer so elects to subject either or both of the existing and/or the future leaseholds, docks and boat slips to this Declaration.

Both the land and leasehold that Developer presently owns and leases and that is the site of the existing dock and 13 boat slips is shown on Exhibit A attached hereto and is referred to herein collectively as the "Existing Marina Land". The dock, 13 boat slips and other marine facilities presently located on the Existing Marina Land are referred to herein collectively as the "Existing Marina Facilities".

The leasehold that Developer may enter in the future is referred to herein as the "Future Marina Land." Any docks, boat slips and other marina facilities hereafter constructed on such Future Marina Land are referred to herein collectively as the "Future Marina Facilities".

The term "Marina Land" as used herein means both the Existing Marina Land and all the Future Marina Land that may hereafter exist, if any. The term "Marina Facilities" as used herein means both the Existing Marina Facilities and all the Future Marina Facilities that may hereafter exist, if any. The term "Boat Slips" means both the 13 existing boat slips and all future boat slips that may hereafter exist, if any. The term "Marina Common Areas" means both (a) the existing dock and other marina facilities intended for common use by the owners of boat slips, but not boat slips; and

(b) all future docks and other marina facilities intended for common use by the owners of boat slips that may hereafter exist, if any, but not any boat slips.

18.2 Developer's Right (but without Obligation) to Condominiumize Marina and the Manner of Doing So. Developer hereby reserves the right to subject the Marina Land, or some of it, all as determined by Developer in its sole discretion, to this Declaration. The term "Marina Condominiumization" means such subjection. The decision to condominiumize the Marina Land or not is solely the Developer's, and the Association and Unit Owners do not have any rights, title or interest in the Marina Land or the Marina Facilities unless and until the Developer elects to condominiumize the Marina Land.

Developer has no obligation or responsibility to condominiumize the Marina Land, or any part thereof, or to cause any further improvements to be constructed on any of the Marina Land. Whether and what to construct is Developer's sole decision. Notwithstanding anything to the contrary contained herein or in the other condominium documents, unless and until the Developer elects to condominiumize the Marina, Developer has the right to develop or sell outside of the Condominium the Marina Land and/or the Marina Facilities in any manner or to any person or entity as Developer shall determine in its sole and absolute discretion, free and clear of any limitation, restriction or cloud which could be created by or interpreted from this Declaration.

If Developer, in its sole election, decides to condominiumize all or part of the Marina Land, it shall file an amendment to this Declaration to that effect in the public records of Duval County, Florida. Such amendment to the Declaration shall not require the execution or consent by any Unit Owner (other than the Developer), mortgagee, lienor or the Association.

18.3 Effect of Marina Condominiumization. Upon Marina Condominiumization, the following shall apply to those parts of the Marina Land and Marina Facilities subjected to this Declaration (but not to any parts not condominiumized):

A. Such Marina Condominiumization will not affect either any Unit's percentage ownership in or shares of the Common Expenses or the Common Surplus; nor will such Marina Condominiumization affect any Unit's voting rights.

B. Upon Marina Condominiumization, the right to use each Boat Slip and each Marina Common Area will initially vest exclusively in the Developer. The Developer shall have the right to convey the right to use Boat Slips to Owners of Units in the same manner as Garage Spaces, and after such conveyance the Boat Slip shall be limited common element of the Unit to which it is attached. The holder of a right to use a Boat Slip is herein referred to as a "Slip Holder". After the initial Conveyance by Developer, the right to use Boat Slips may be conveyed among Unit Owners in the manner provided for Garage Spaces. The right to use Boat Slips may be held and conveyed only among Unit Owners, and conveyance of a Unit shall be deemed to constitute a conveyance to the same grantee of any Boat Slip held by the Owner conveying the Unit, unless such Owner also owns another Unit.

C. Upon Marina Condominiumization, Developer shall assign to the Association, and the Association will assume, any related submerged lands leases and permits. The Developer and the Association shall execute such instruments as may be required to effect such assignments and assumptions.

D. The Board shall prepare an annual budget for the Marina Land and the Marina Facilities simultaneously with preparing the budget for the Condominium. The Marina Budget shall include, but shall not be limited to costs of maintaining, operating, repairing and replacing the Docks (including roofs), payments due under any submerged lands lease, utilities (including a prorata share of any utilities which are not separately metered), insurance (both casualty and liability, and / or a prorata share of insurance costs if the Marina Properties are included in the insurance policies covering the Condominium), dredging, reserves for major repairs or replacements, and property taxes. The Marina Budget shall be assessed to the Slip Holders on a per slip basis as an Individual Unit Charge (the "Marina Charges"). The Board may from time to time revise the Marina Budget, and may levy special Marina Charges (the "Special Marina Charges") against Slip Holders if the regular Marina Charges are insufficient to cover the costs incurred in operating and maintaining the Marina Properties, or in the event that unexpected needs arise, which Special Marina Charges shall also be on a per slip basis and shall be treated as Individual Unit Charges. A Slip Holder may not avoid the Marina Charges or Special Marina Charges by abandonment of the Boat Slips or otherwise.

Each Slip Holder shall be individually liable (jointly and severally if more than one) for the Marina Charges and Special Marina Charges. The Association, as part of the Marina Charges, shall be responsible for the maintenance, repair and replacement of the Marina Facilities that serve more than one Boat Slip, for the furnishing of utility services to the Boat Slips, subject to the Association's right to seek recourse against any party causing damages to said property. The Association, as part of the Marina Charges, shall be responsible for all dredging related to the Marina. The Association has the irrevocable right of access to each Boat Slip during reasonable hours, when necessary for the maintenance, repair, or replacement of the Marina or as necessary to prevent damage to the Marina Facilities. The Developer or the Association may require the temporary removal of any and all vessels from the Marina for maintenance, repairs, or dredging of the Marina.

E. Each Slip Holder shall bear the cost and be responsible for the maintenance, repair and replacement, as the case may be, of his Boat Slip, including all fixtures and/or connections required to provide water, light, power, telephone, sewage and sanitary service to the Boat Slip. The Boat Slip shall be maintained in a neat, attractive and safe condition by the Slip Holder, at the Slip Holder's expense. The Slip Holder shall promptly perform all maintenance and repairs on the Boat Slip, which, if not performed, could result in loss or damage to the Marina Land or to any part thereof and shall be expressly responsible for the damages and liabilities resulting from the failure to do so. No Slip Holder shall do anything within his Boat Slip or on the docks or piers that would adversely affect the safety or soundness of any part of the Marina Facilities or any portion of the Condominium Property.

F. No Slip Holder will make any alterations or modification to the Marina Facilities (including his Boat Slip) without the prior, written consent of the Association. In the event a Slip Holder fails to maintain a Boat Slip as required or makes any structural addition or alteration without the required written consent, the Association or any affected Slip Holder shall have the right to proceed in a court

of equity to seek compliance with the provisions hereof. The Association shall also have the right to charge the Slip Holder the necessary sums to put the improvements within the Boat Slip in good condition and repair or to remove any unauthorized structural addition or alteration in accordance with the provisions hereof.

G. The use of the Marina shall be in accordance with the following provisions:

(i) Each Boat Slip is hereby restricted to use by the Slip Holders thereof, their immediate families, Unit lessees, guests and invitees as provided and limited herein. There are no restrictions upon children. No person or animal or pet may live aboard any vessel. Living aboard a vessel shall mean remaining on board the vessel overnight.

(ii) No Boat Slip may be leased apart from the Unit owned by the Slip Holder except to another Unit Owner. No lease of a Boat Slip shall release or discharge the Owner thereof from compliance with this Article or any of their duties as a Slip Holder. Time-sharing of Boat Slips is prohibited. Ownership of a Boat Slip on a monthly or weekly time-sharing program is prohibited. All leases shall be in writing and shall be subject to this Declaration, the Articles of Incorporation, By-Laws, the Rules and Regulations of the Association, and Sovereignty Submerged Lands Lease, and shall be approved in advance in writing by the Association.

(iii) Only one recreational vessel may be moored in a Boat Slip. Other watercraft such as skiffs, jet skis, or tenders may also be moored in a Boat Slip provided all watercraft and the vessel fit completely within the boundaries of the Boat Slip. All vessels must be fully operable, seaworthy, and equipped with all safety equipment and licensed and registered as may be required by any local, state or federal law or regulation; although a Slip Holder may be excused from compliance with this restriction from time to time for a period of time not to exceed fifteen days in duration when his vessel is being repaired. The use of vessels, other recreational watercraft, and Boat Slips must be in compliance with this Declaration and the Rules and Regulations. The Board shall have the right to prohibit any vessel from mooring in a Boat Slip or the Marina for aesthetic reasons.

(iv) No nuisances shall be allowed to be committed or maintained upon the Marina Land, nor any use or practice that is the source of unreasonable annoyance to other Slip Holders or Unit Owners, their guests or invitees, or which interferes with the peaceful possession and proper use of the Marina Facilities or the Condominium Property by the Owners, their guest or invitees. All parts of the Marina shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazard allowed to exist. No Slip Holder shall permit any use of his Boat Slip that will increase the cost of insurance upon the Marina Land or the Condominium Property.

(v) No immoral, illegal, improper, or offensive use shall be made of the Marina Land nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Marina Land shall be observed.

(vi) Reasonable Rules and Regulations concerning the use of the Marina Land may be made and amended from time to time by the Board.

(vii) No sign, advertisement or notice of any type shall be shown on the Marina Land or any Boat Slip except as required by law or applicable permits. No sign, advertisement or notice of any type shall be shown or displayed on any vessel in the Marina, except "for sale" signs that have been previously approved by the Board. This restriction on signs, advertising and notices shall not apply to the Developer or any institutional lender. No antennas, aerials or satellite dishes may be placed on the Marina Land by the Slip Holders, their guests or invitees. All such antennas, aerials, or satellite dishes may be maintained completely within the vessels located within the Boat Slips, but under no circumstances shall these items be placed upon the Marina Land.

(viii) Slip Holders shall not place or cause to be placed in the walkways on the piers or docks any furniture, packages, or objects of any kind. Such areas shall be used for no other reason than for normal transit through them. The Board may, however, designate areas for Slip Holders to maintain boat lockers, which lockers shall be subject to approval by the Board.

(ix) Boat maintenance or repair activities requiring removal of the vessel from the water or removal of major portions of the vessel (including the engine) shall be prohibited except as necessary in an emergency to prevent sinking of the vessel. Minor repairs and boat maintenance that will not cause or contribute to the release of water pollutants in violation of any applicable law may be performed by Owners or qualified marine mechanics.

(x) No commercial activities of any kind may be carried out within the Marina and no commercial vessels shall be kept within the Marina by any Slip Holder or lessee. This subsection shall not apply to the Developer.

(xi) Each Slip Holder is responsible for properly mooring his vessel in accordance with the practices of good seamanship and the Rules and Regulations. Any damage to the Boat Slip or Marina Land resulting from the failure of the vessel to be properly moored and secured in the Boat Slip shall be the responsibility of the Slip Holder and the Slip Holder shall indemnify and hold the Association harmless from any such damage, including costs and attorney fees. Installation of boat lifts for dry storage of vessels is prohibited without the prior approval of the Board.

(xii) Each Slip Holder shall follow any and all safety precautions that may be issued by the Association, the National Weather Service, the National Hurricane Center, the U.S. Coast Guard or by any other governmental agency. Each Slip Holder shall be responsible for preparing his Boat Slip and securing or removing his vessel in the event of a storm. All Slip Holders must file with the Association the name, address, and telephone number of a firm or individual who will be responsible for securing or removing his vessel if it becomes necessary for a Slip Holder to take action under this section and the Slip Holder is absent or unavailable.

(xiii) Until the Developer has conveyed the right to use all of the Boat Slips, neither the other Slip Holders nor the Association shall interfere with the sale of such Boat Slips. The Developer may make such use of the unsold Boat Slips and the Marina Land as may facilitate its sales, including but not limited to maintenance of a sales office, the showing of the property, and the display of signs. The Developer may not be restricted in the use of the Marina by anyone until the conveyance of the right to use all of the Boat Slips is completed by the Developer.



- (xiv) All pets must be kept on a leash outside the Slip Holder's vessel. Each pet owner shall be responsible for cleaning up after his pets in the Marina. Pet owners shall not allow pets to create a nuisance.
- (xv) All trash shall be properly disposed of in accordance with the Rules and Regulations. No refuse of any kind shall be dumped or deposited into the adjacent waterway. The cleaning of fish or other marine life shall be permitted only in areas designated by the Board and in accordance with the Rules and Regulations.
- (xvi) No hazardous or toxic materials (as such may be defined under any applicable law, and excluding motor fuels, lubricants and the like) may be stored, used, transported, or disposed of within the Marina Land and any bilge water pumped in the adjacent waterway must be free of such materials. Discharge or release of oil or grease associated with engine and hydraulic repairs and discharge or release of paints or solvents associated with hull scraping, cleaning, and painting is specifically prohibited. The Association shall have the right, but not the obligation, to remove any hazardous or toxic materials from the Marina Land or any vessel.
- (xvii) All vessels must be equipped with such sanitary equipment, in operable condition, as may be required by any applicable law, ordinance, or regulation. All toilets on vessels occupying the Boat Slips shall be U.S. Coast Guard-approved Type II marine sanitation devices.
- (xviii) Swimming and diving are prohibited in the Marina.
- (xix) The Association or the Developer may permit reasonable use of any, portion of the Marina Land by any local/state, or federal authorities.
- (xx) Each Slip Holder is subject to the terms and conditions of any Sovereignty Submerged Lands Lease as it may be amended. By acceptance of the instrument conveying the right to use the Boat Slip, the Slip Holder covenants and agrees to comply with the provisions, terms and conditions of such Lease and to be bound thereby.
- (xxi) The Association shall have the right to enter any vessel in the Marina to determine its seaworthiness and compliance with this Declaration and the Rules and Regulations, provided such entry shall be at reasonable times and with reasonable advance notice. The Association shall have the right, but not the obligation, to remove any vessel that does not comply with this Declaration or the Rules and Regulations.
- (xxii) In case of an emergency originating in or threatening any Boat Slip or vessel regardless of whether or not the Slip Holder is present at the time of such emergency, the Association shall have an immediate right but not the obligation, to enter any Boat Slip or vessel for the purpose of remedying or abating the cause of such an emergency. To facilitate entry in the event of such an emergency, the Association may require Slip Holders to provide the Association with a key to all vessels and other watercraft brought into the Marina.

H. All Provisions of this Declaration relating to maintenance, repairs, insurance, reconstruction or replacement after casualty of the Condominium shall apply to the Marina and Boat Slips therein as if they were part of the Condominium.

The Developer reserves the right to expand the Marina and to increase the number of Boat Slips. The Developer further reserves the right to amend this Declaration without the consent of any Owners or lenders for the purpose of adding additional property to the Marina and for the purpose of making any other amendments that the Developer deems necessary in connection therewith, in its sole discretion. The Developer further reserves the right to convey additional property to the Association as Association Property or to expand the property leased under the Sovereignty Submerged Lands Lease and to assign its rights under any amendment to the Sovereignty Submerged Lands Lease to the Association, and the Association shall be obligated to accept such conveyance or assignment.

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IN WITNESS WHEREOF, the undersigned, being the Developer herein, does hereby make this Declaration of Condominium for The Cove at St. Johns Condominium.

WITNESSES:

**GOODBYS CREEK, LLC,**  
**a Florida limited liability company**

Charles J Crawford  
Witness name: Charles J Crawford

Kelly Fmccue  
Witness name: Kelly Fmccue

Kelly Fmccue  
Witness name: Kelly Fmccue

\_\_\_\_\_  
Witness name: \_\_\_\_\_

\_\_\_\_\_  
Witness name: \_\_\_\_\_

\_\_\_\_\_  
Witness name: \_\_\_\_\_

[Signature]  
Name: [Signature]  
Title: Manager  
Address: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 11 day of November, 2005, by Michael F. Balanky the Manager of **GOODBYS CREEK, LLC**, a **Florida limited liability company**, on behalf of the corporation. S/He is personally known to me.



Kelly F. McCue  
Print Name: Kelly F. McCue  
Notary Public, State of Florida  
My Commission Expires: 6/5/2008  
(Notarial Seal)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_, the \_\_\_\_\_ of **GOODBYS CREEK, LLC**, a **Florida limited liability company**, on behalf of the corporation. S/He is personally known to me.

\_\_\_\_\_  
Print Name:  
Notary Public, State of  
My Commission Expires:  
(Notarial Seal)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_


The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_, the \_\_\_\_\_ of **GOODBYS CREEK, LLC**, a **Florida limited liability company**, on behalf of the corporation. S/He is personally known to me.


\_\_\_\_\_  
Print Name:  
Notary Public, State of  
My Commission Expires:  
(Notarial Seal)

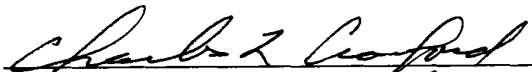
IN WITNESS WHEREOF, the undersigned, being the Developer herein, does hereby make this Declaration of Condominium for The Cove at St. Johns Condominium.

WITNESSES:

**GOODBYS CREEK, LLC,**  
**a Florida limited liability company**

  
\_\_\_\_\_  
Witness name: E MSC Co

  
\_\_\_\_\_  
Name: Wallace R. DeLeon  
Title: Managing Member  
Address: 1578 The Greens Way, Suite  
Jacksonville Beach, FL 32250

  
\_\_\_\_\_  
Witness name: Charles F. Crawford

\_\_\_\_\_  
Witness name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Witness name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness name: \_\_\_\_\_

\_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Witness name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Address: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 31st day of October, 2005, by Wallace R. Devlin Jr., the Manager of **GOODBYS CREEK, LLC**, a Florida limited liability company, on behalf of the corporation. S/He is personally known to me.



Charles L. Cranford

Print Name:  
Notary Public, State of  
My Commission Expires:  
(Notarial Seal)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_, the \_\_\_\_\_ of **GOODBYS CREEK, LLC**, a Florida limited liability company, on behalf of the corporation. S/He is personally known to me.

\_\_\_\_\_  
Print Name:  
Notary Public, State of  
My Commission Expires:  
(Notarial Seal)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_, the \_\_\_\_\_ of **GOODBYS CREEK, LLC**, a Florida limited liability company, on behalf of the corporation. S/He is personally known to me.

\_\_\_\_\_  
Print Name:  
Notary Public, State of  
My Commission Expires:  
(Notarial Seal)

IN WITNESS WHEREOF, the undersigned, being the Developer herein, does hereby make this Declaration of Condominium for The Cove at St. Johns Condominium.

WITNESSES:

**GOODBYS CREEK, LLC,  
a Florida limited liability company**

\_\_\_\_\_  
Witness name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Witness name: \_\_\_\_\_

\_\_\_\_\_  
Witness name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Witness name: \_\_\_\_\_

*Charlotte D. Douglas White*  
\_\_\_\_\_  
Witness name: *Charlotte D. Douglas White*

*Leann M Ross*  
\_\_\_\_\_  
Name: *LEANN M ROSS*

\_\_\_\_\_  
Title: *MANAGER*

\_\_\_\_\_  
Address: *9954 MORINGS DR.*

*Samuel L LeDuc*  
\_\_\_\_\_  
Witness name: *Samuel L LeDuc*

*JAY FI 32257*

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_, the \_\_\_\_\_ of **GOODBYS CREEK, LLC, a Florida limited liability company**, on behalf of the corporation. S/He is personally known to me.

\_\_\_\_\_  
Print Name:  
Notary Public, State of  
My Commission Expires:  
(Notarial Seal)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_, the \_\_\_\_\_ of **GOODBYS CREEK, LLC, a Florida limited liability company**, on behalf of the corporation. S/He is personally known to me.

\_\_\_\_\_  
Print Name:  
Notary Public, State of  
My Commission Expires:  
(Notarial Seal)

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 9th day of November, 2005, by LEANE M. ROSS, the MANAGER of **GOODBYS CREEK, LLC, a Florida limited liability company**, on behalf of the corporation. S/He is personally known to me.

\_\_\_\_\_  
Print Name:  
Notary Public, State of  
My Commission Expires:  
(Notarial Seal)

**SAMUEL L. LEPRELL**  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION #321113  
MY COMMISSION EXPIRES APRIL 5, 2006



**EXHIBIT "A"**  
**TO**  
**DECLARATION OF CONDOMINIUM**  
**FOR**  
**THE COVE AT ST JOHNS CONDOMINIUM**

Exhibit A-1	Legal Description
Exhibit A-2	Boundary Survey
Exhibit A-3	Plot Plan and graphic description of the Condominium consisting of the Site Plan, the Ground, Second and Third Level Parking Garages, the Typical Fourth Floor through Eleventh Floor Units, the Entry Elevation, the Rear Elevation and the Side Elevation.

## EXHIBIT A - 1

DESCRIPTION

A PART OF LOTS 25, 26, 27, 28, 29, 30, 31, 32 & 33 OF RIVER FRONT PLACE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE, 53, TOGETHER WITH A PORTION OF TRACT "A", WATERFRONT TERRACE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 18, PAGE 41, ALL OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID LOT 31, RIVER FRONT PLACE, WITH THE SOUTHERLY RIGHT OF WAY LINE OF BAYMEADOWS ROAD (A VARIABLE WIDTH RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 72028-2505); THENCE SOUTH 10°29'48" EAST, ALONG SAID EAST LINE OF LOT 31, AND ALONG THE EASTERLY LINE OF THOSE LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS VOLUMN 9635, PAGE 288 OF SAID PUBLIC RECORDS, A DISTANCE OF 258.58 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE SOUTH 77°31'25" WEST, ALONG THE SOUTHERLY LINE OF SAID LANDS AND ALONG THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS VOLUMN 5947, PAGE 1162 OF SAID PUBLIC RECORDS, A DISTANCE OF 749.64 FEET TO THE SOUTHWEST CORNER OF SAID LANDS AND TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAN JOSE BOULEVARD (STATE ROAD NO. 13, A VARIABLE WIDTH RIGHT-OF-WAY LINE AS NOW ESTABLISHED), SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 77°31'25" EAST, ALONG SAID SOUTHERLY LINES, A DISTANCE OF 749.64 FEET TO SAID SOUTHEAST CORNER OF OFFICIAL RECORDS VOLUMN 9635, PAGE 288, AND TO A POINT ON SAID EAST LINE OF LOT 31, RIVER FRONT PLACE; THENCE NORTH 00°34'12" WEST, ALONG SAID EAST LINE OF OFFICIAL RECORDS VOLUMN 9635, PAGE 288, AND

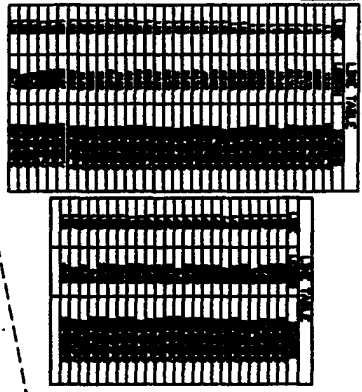
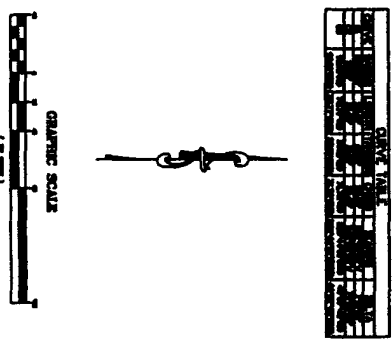
ALONG SAID EAST LINE OF LOT 31, A DISTANCE OF 58.53 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS VOLUMN 12120, PAGE 915 OF SAID PUBLIC RECORDS; THENCE NORTH 79°21'05" EAST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 262.69 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE NORTH 01°12'33" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 207.35 FEET TO THE NORTHEAST CORNER OF SAID LANDS AND TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF BAYMEADOWS ROAD; THENCE NORTH 78°29'01" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 40.24 FEET TO AN ANGLE POINT; THENCE NORTH 77°17'53" EAST, CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 20.83 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED AS PARCEL NO. 1 IN DEED RECORDED IN OFFICIAL RECORDS VOLUMN 11546, PAGE 1 OF SAID PUBLIC RECORDS; THENCE SOUTH 01°12'33" EAST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 268.66 FEET TO A POINT ON THE WESTERLY TERMINUS OF THE MOST NORTHERLY LINE OF THOSE LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS VOLUMN 12012, PAGE 656 OF SAID PUBLIC RECORDS; THENCE ALONG SAID NORTHERLY LINE AND ALONG THE EASTERLY LINES OF SAID LANDS, THE FOLLOWING SIX (6) COURSES: FIRST COURSE, NORTH 88°47'27" EAST, A DISTANCE OF 0.50 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 90.00 FEET; SECOND COURSE, SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°57'43", A DISTANCE OF 73.77 FEET TO A POINT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 30°44'01" EAST, 71.72 FEET; THIRD COURSE, THENCE SOUTH 14°21'10" EAST, A DISTANCE OF 35.81 FEET; FOURTH COURSE, SOUTH 06°36'17" WEST, A DISTANCE OF 92.26 FEET; FIFTH COURSE, NORTH 65°25'04" WEST, A DISTANCE OF 34.92 FEET; SIXTH COURSE, SOUTH 01°12'33" EAST, A DISTANCE OF 126 FEET, MORE OR LESS, TO THE WATERS OF GOODBYS LAKE; THENCE WESTERLY, ALONG THE MEANDERINGS OF SAID WATERS, A DISTANCE OF 1049 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE AFOREMENTIONED

EASTERLY RIGHT OF WAY OF SAN JOSE BOULEVARD; THENCE NORTH 00°43'51 WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 7 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

LESS AND EXCEPT FROM THE ABOVE DESCRIBED LANDS THE FOLLOWING:

A STRIP OF LAND, MEASURING 5 FEET IN WIDTH (WHEN MEASURING PERPENDICULAR THERETO), LYING ADJACENT TO AND PARALLEL WITH, THE AFOREMENTIONED WATERS OF GOODBYS LAKE.

**SAN JOSE BOULEVARD**  
(VARIABLE RIGHT-OF-WAY)



MAP TO SHOW A PROPOSED STREET OF SPAIN FRONT PLACE, ACCORDING TO THE PLAT THEREIN, BEING IN PLAT BOOK 4, PAGE 84, TOGETHER WITH A REROUTE OF STREET "A" SUBSEQUENT THEREON ACCORDING TO THE PLAT THEREIN, BEING IN PLAT BOOK 18, PAGE 41, ALL OF THE COUNTY PUBLIC RECORDS OF SPOON COUNTY, ILLINOIS.

FOR SEWER GROUP P.L.



**NOTES**

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. ALL CORNERS ARE TO BE BOUND BY IRON PIPES OR STEEL BOLTS.
3. ALL ALIEN INTERESTS ARE TO BE RELEASED AND DISCHARGED BY THE GRANTEE.
4. THE GRANTEE SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE BOUNDARIES.

**ABREVATIONS**

R.O.W. - RIGHT-OF-WAY  
 L.S. - LOT SURVEY  
 E.S. - EASEMENT SURVEY  
 E.P. - EASEMENT PLAT  
 P.L. - PUBLIC LANDS  
 C.S. - COUNTY SURVEY  
 S.S. - STATE SURVEY  
 F.S. - FEDERAL SURVEY  
 M.S. - MILITARY SURVEY  
 I.S. - INTERIOR SURVEY  
 G.S. - GEODESIC SURVEY  
 A.S. - AGRICULTURAL SURVEY  
 U.S. - UNITED STATES SURVEY  
 D.S. - DISTRICT SURVEY  
 T.S. - TOWNSHIP SURVEY  
 R.S. - RANGE SURVEY  
 S.S. - SECTION SURVEY  
 T.S. - TOWNSHIP SURVEY  
 R.S. - RANGE SURVEY  
 S.S. - SECTION SURVEY  
 T.S. - TOWNSHIP SURVEY  
 R.S. - RANGE SURVEY  
 S.S. - SECTION SURVEY

**GOODBY'S LANE**

1.50' R.O.W.  
 50' R.O.W.  
 100' R.O.W.

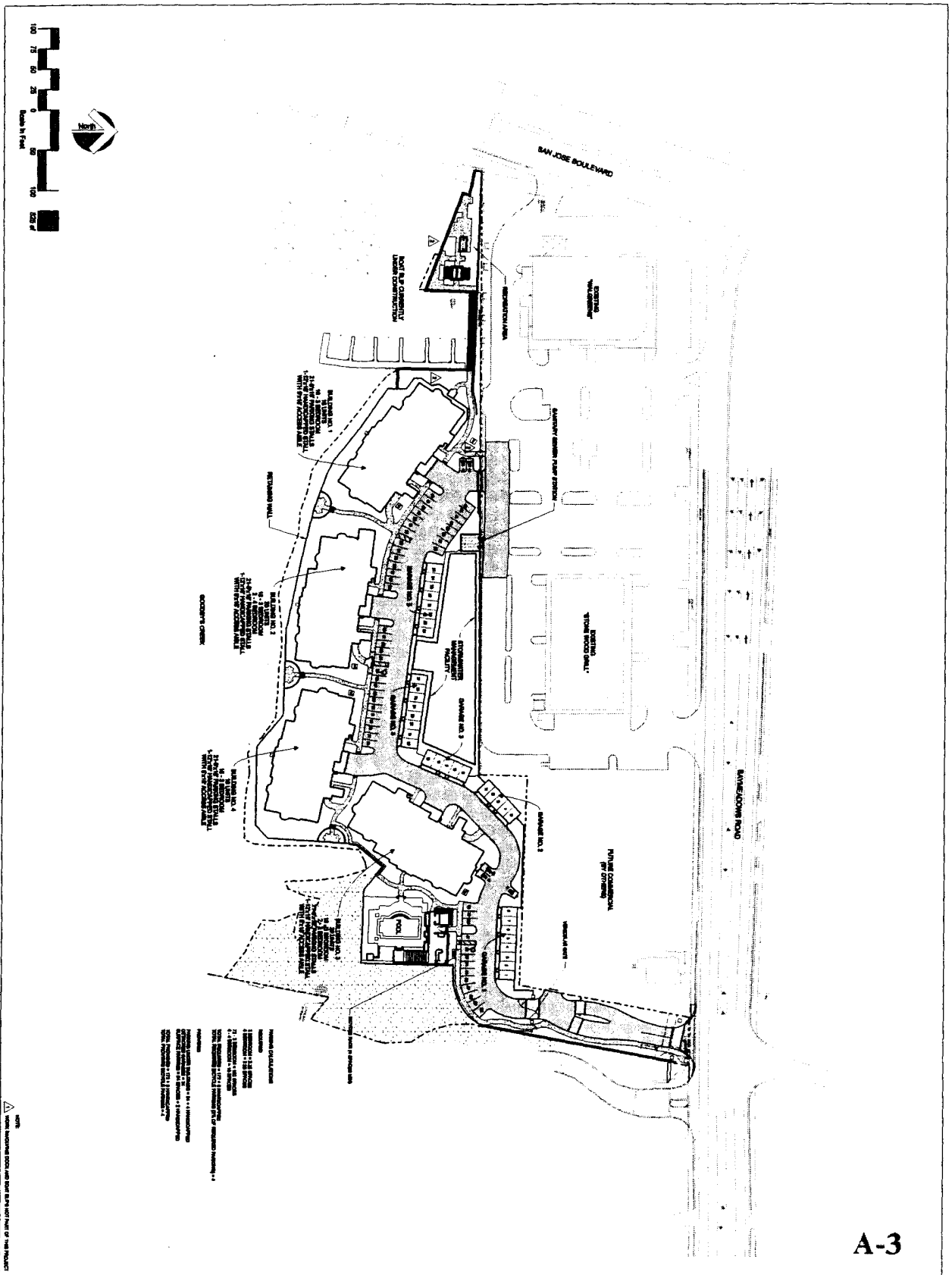
**SEE DETAIL**

SEE DETAIL

SEE DETAIL

SEE DETAIL

ASB 179 Reapproved/Complimentary 1/4



A-3

DATE: 07/27/2009  
 TIME: 09:58:11  
 USER: JAW  
 PROJECT: THE COVE AT ST. JOHNS  
 SHEET: A-3

**T&W**  
**Taylor & White, Inc.**  
 Consulting and Design Engineers  
 8550 Westcott Blvd., Suite 100 • Jacksonville, Florida 32256  
 (904) 342-8871 • Fax (904) 342-2061  
 website: [www.taylorandwhite.com](http://www.taylorandwhite.com)

The Cove at St. Johns  
 for  
**SITE PLAN**  
 Goodby's Creek, LLC

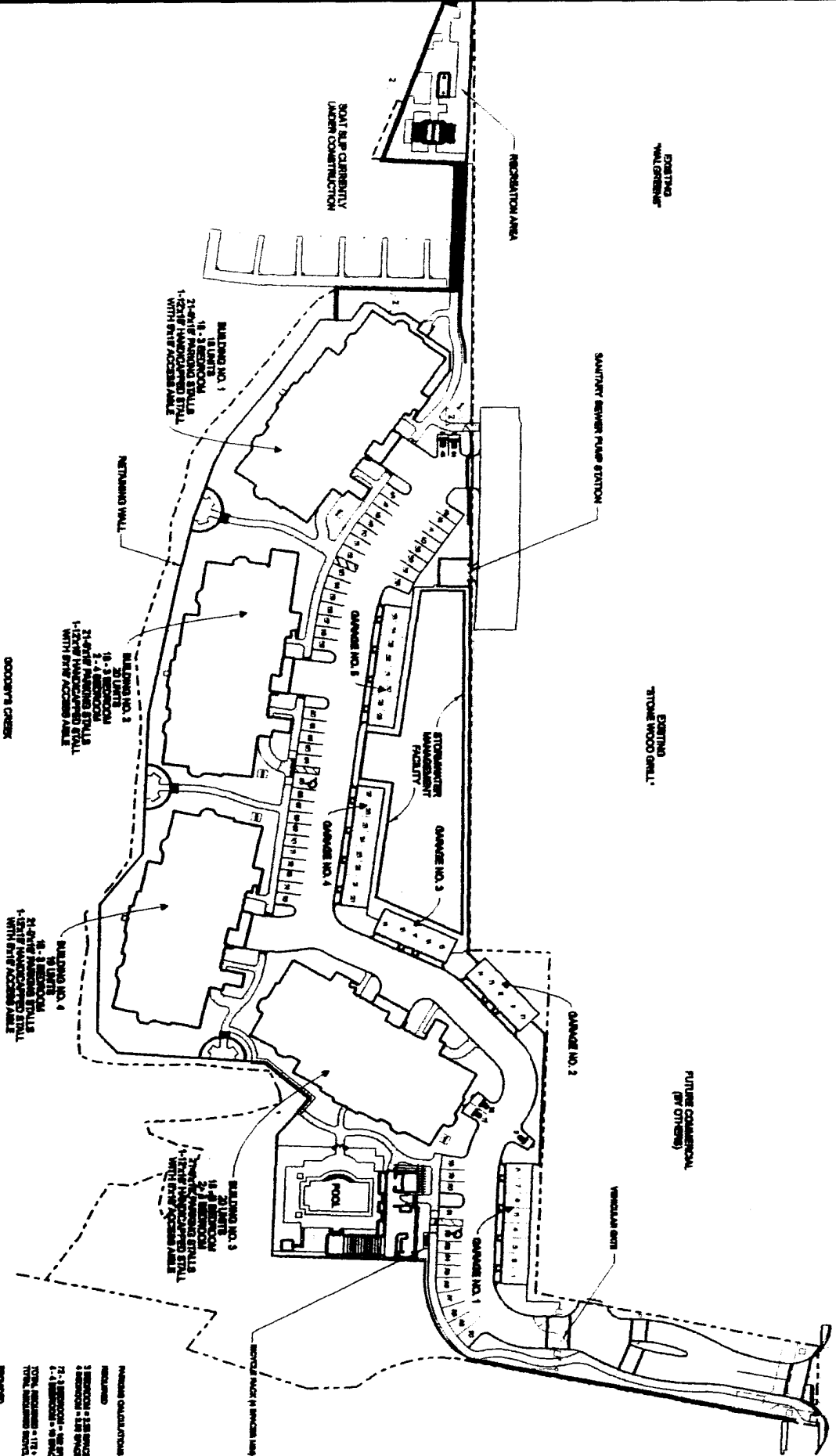
July 27, 2009

NO.	DATE	BY	DESCRIPTION
1	07/27/09	JAW	ISSUED FOR PERMITS
2	07/27/09	JAW	REVISION

REVISIONS

Professional Engineer

DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE



PROVIDED

PLANNING CALCULATIONS

RECALCULATED

3 BEDROOM = 120 SQUARE FEET

2 BEDROOM = 120 SQUARE FEET

1-1/2 BEDROOM = 90 SQUARE FEET

1-1/4 BEDROOM = 90 SQUARE FEET

TOTAL RECALCULATED SQUARE FEET OF AREA = 1170

PROVIDED

PLANNING CALCULATIONS

RECALCULATED

3 BEDROOM = 120 SQUARE FEET

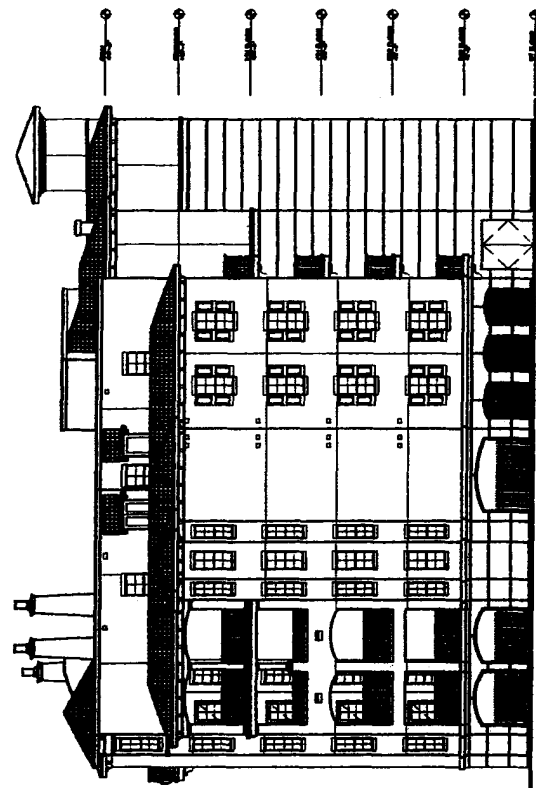
2 BEDROOM = 120 SQUARE FEET

1-1/2 BEDROOM = 90 SQUARE FEET

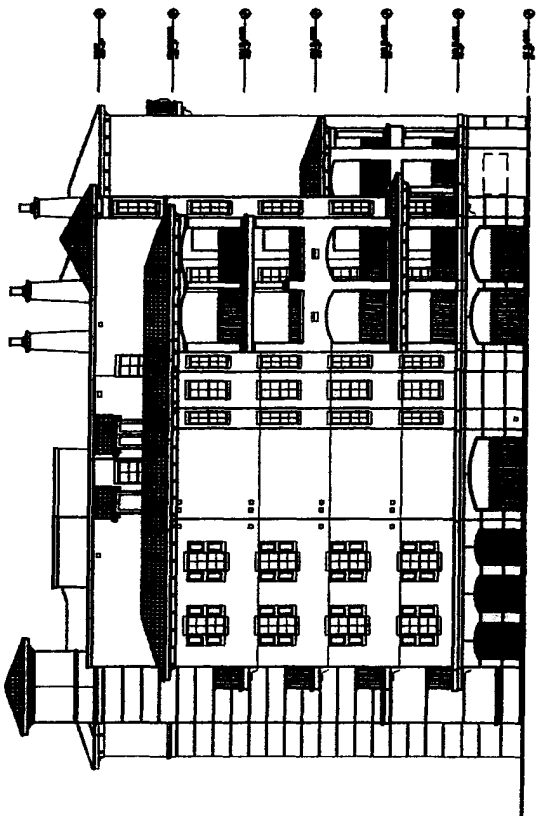
1-1/4 BEDROOM = 90 SQUARE FEET

TOTAL RECALCULATED SQUARE FEET OF AREA = 1170

BAYMEADOWS ROAD



2 ELEVATION - BUILDINGS 1 & 4  
REV. 12.11.01



1 ELEVATION - BUILDINGS 1 & 4  
REV. 12.11.01

IN THE CITY OF JACKSONVILLE  
FOR THE EXTERIOR  
ELEVATIONS  
DD3.1.1

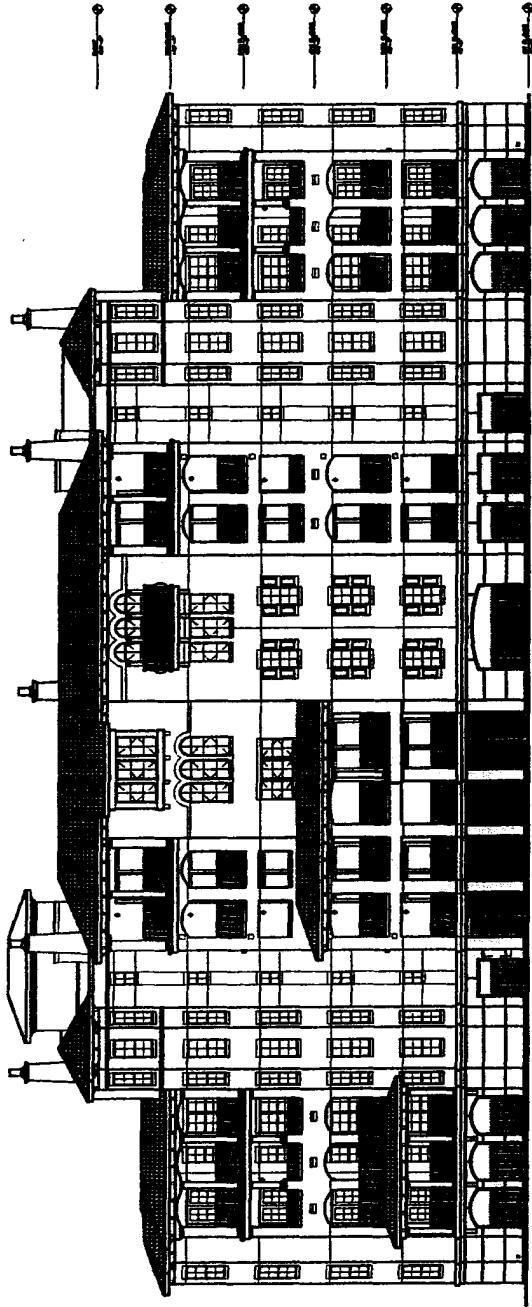
# THE COVE AT ST. JOHNS

Jacksonville Office:  
4600 Salisbury Road  
Suite 301  
Jacksonville, Florida 32216  
904 245 6555 mainline  
904 245 6564 fax

Atlanta Office:  
5165 Peachtree Parkway  
Building 88, Suite 329  
Atlanta, Georgia 30328  
770 299 8300 mainline  
770 299 7699 fax

WAKEFIELD  
BEASLEY &  
ASSOCIATES  
ARCHITECTS INTERIORS





① ELEVATION - BUILDINGS 1 & 4  
REV. 11/17/14

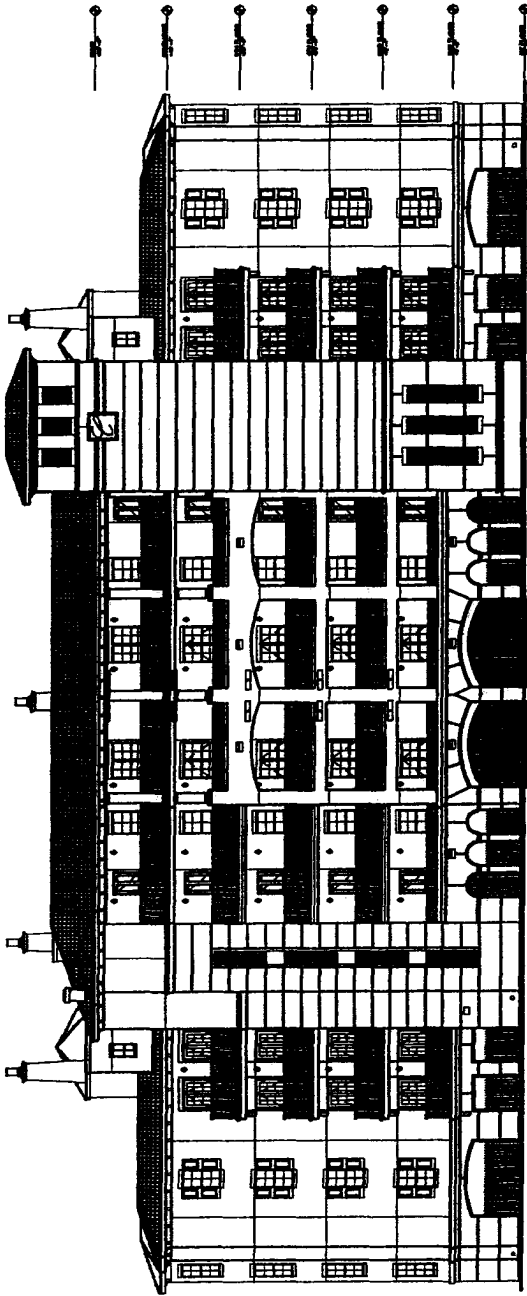
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# THE COVE AT ST. JOHNS

**Atlanta Office:**  
515 Peachtree Parkway  
Building 300, Suite 2029  
Atlanta, Georgia 30329  
770 269 8383 mainline  
770 269 7650 fax

**Jacksonville Office:**  
4500 Sabalway Road  
Suite 101  
Jacksonville, Florida 32216  
904 245 6585 mainline  
904 245 6584 fax

**WAKEFIELD  
BEASLEY &  
ASSOCIATES**  
ARCHITECTS - INTERIORS



① ELEVATION - BUILDINGS 1 & 4  
SCALE: 1/4" = 1'-0"

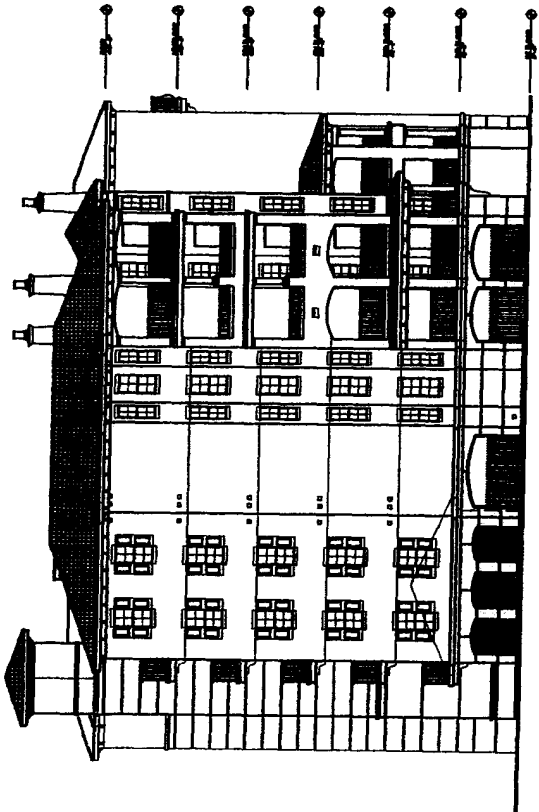
DATE: 08/20/08  
 DRAWN BY: P. BISHOP  
 EXTERIOR  
 ELEVATIONS  
 DD3.1.3

# THE COVE AT ST. JOHNS

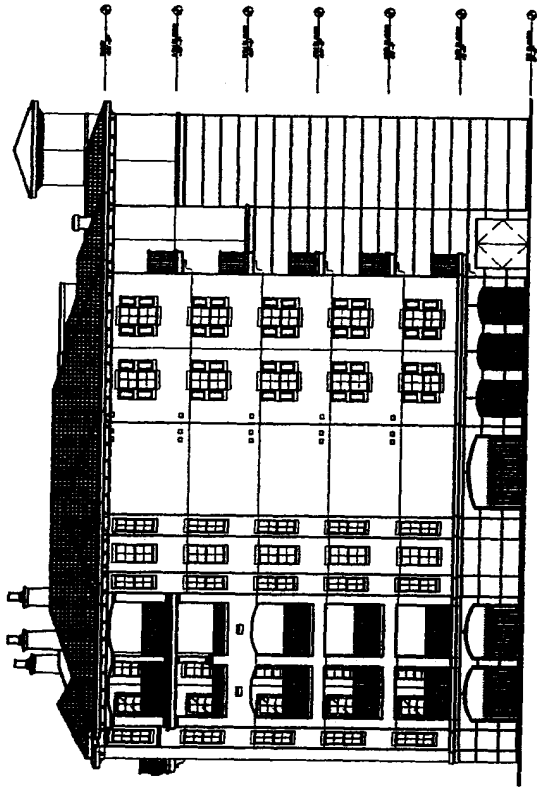
**Atlanta Office:**  
 5155 Peachtree Parkway  
 Building 306, Suite 1250  
 Norcross, Georgia 30092  
 770 289 4383 ext: 2000  
 770 289 7659 fax

**Jacksonville Office:**  
 4500 Salisbury Road  
 Suite 301  
 Jacksonville, Florida 32216  
 904 245 6335 ext: 2000  
 904 245 6364 fax

**WAKEFIELD  
 BEASLEY &  
 ASSOCIATES**  
 ARCHITECTS - INTERIORS



① ELEVATION - BUILDINGS 2 & 3  
DATE: 11.12.12



① ELEVATION - BUILDINGS 2 & 3  
DATE: 11.12.12

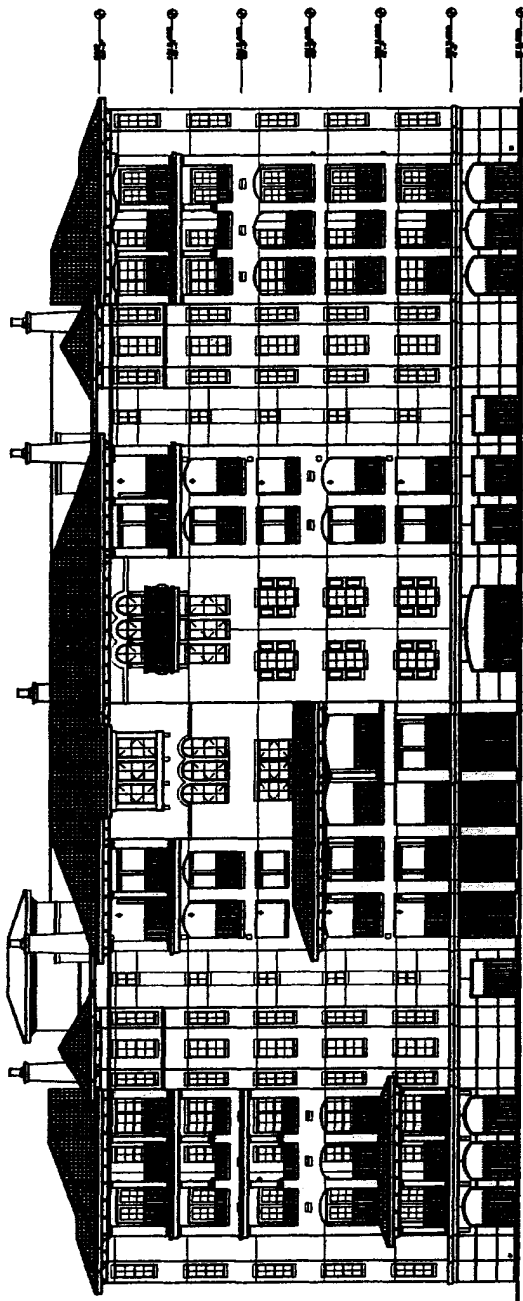
**Atlanta Office:**  
5185 Peachtree Parkway  
Building 404, Suite 1220  
Norcross, Georgia 30052  
770 209 2325 mainline  
770 209 7650 fax

**Jacksonville Office:**  
4500 Seaboard Road  
Suite 301  
Jacksonville, Florida 32216  
904 245 8285 mainline  
904 245 8284 fax

**WAKEFIELD  
BEASLEY &  
ASSOCIATES**  
ARCHITECTS INTERIORS

# THE COVE AT ST. JOHNS

Architect  
Date: 11.12.12  
Project No. 12012  
Sheet No. DD3.1.4  
EXTERIOR  
ELEVATIONS



① ELEVATION - BUILDINGS 2 & 3

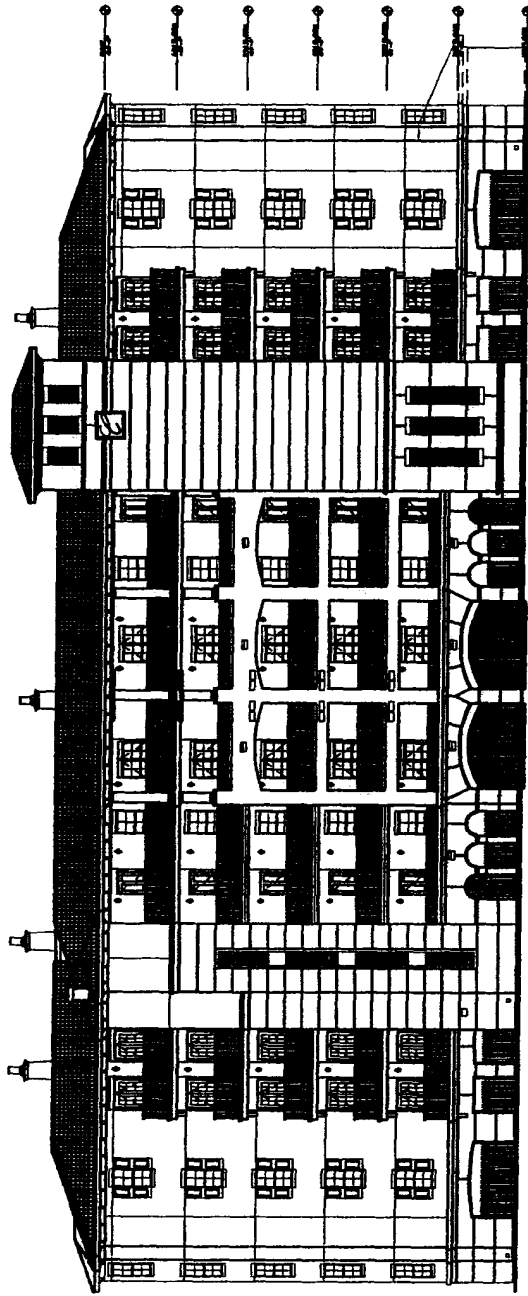
24 June 2009  
 21.9  
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 EXTERIOR  
 BUILDINGS  
 DD3.1.5

# THE COVE AT ST. JOHNS

**Atlanta Office:**  
 555 Peachtree Parkway  
 Building 904, Suite 225  
 Roswell, Georgia 30087  
 770 289 8387  
 770 289 7650 NJ

**Jacksonville Office:**  
 4500 Salisbury Road  
 Suite 301  
 Jacksonville, Florida 32216  
 904 245 6585  
 904 245 6584 NJ

**WAKEFIELD  
 BEASLEY &  
 ASSOCIATES**  
 ARCHITECTS INTERIORS



① ELEVATION - BUILDINGS 2 & 3  
DATE: 11/11/88

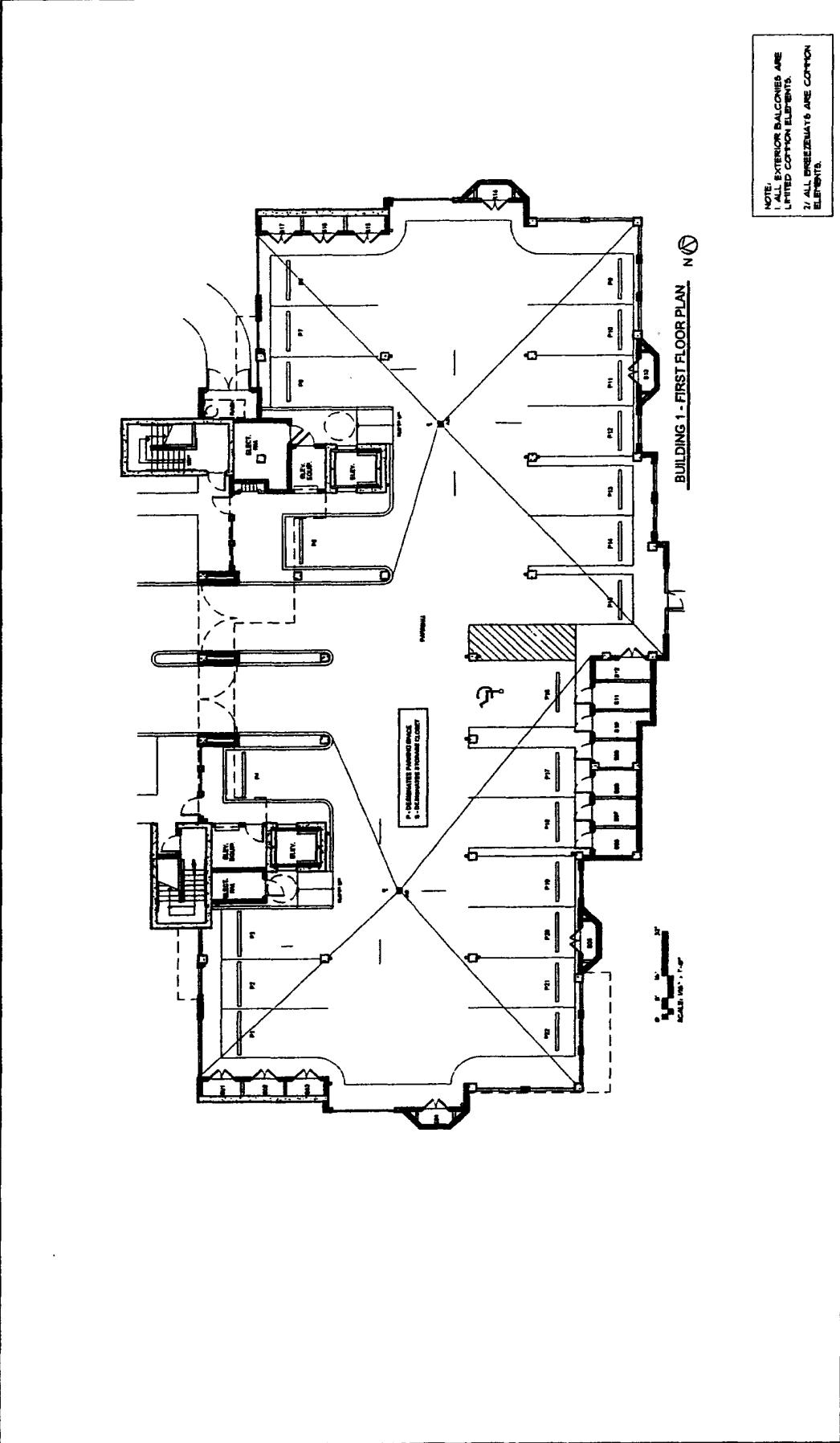
NO. 23 18  
 J. JAMES SMITH ARCHITECTS  
 EXTERIOR  
 ELEVATIONS  
 DD3.1.6

# THE COVE AT ST. JOHNS

*Atlanta Office:*  
 515 Peachtree Parkway  
 Building 300, Suite 3020  
 Marietta, Georgia 30067  
 770 269 5553 ext. 2000  
 770 269 7650 RI

*Jacksonville Office:*  
 4509 Stabbury Road  
 Suite 301  
 Jacksonville, Florida 32216  
 904 245 6565 ext. 2000  
 904 245 6564 RI

**WAKEFIELD  
 BEASLEY &  
 ASSOCIATES**  
 ARCHITECTS INTERIORS



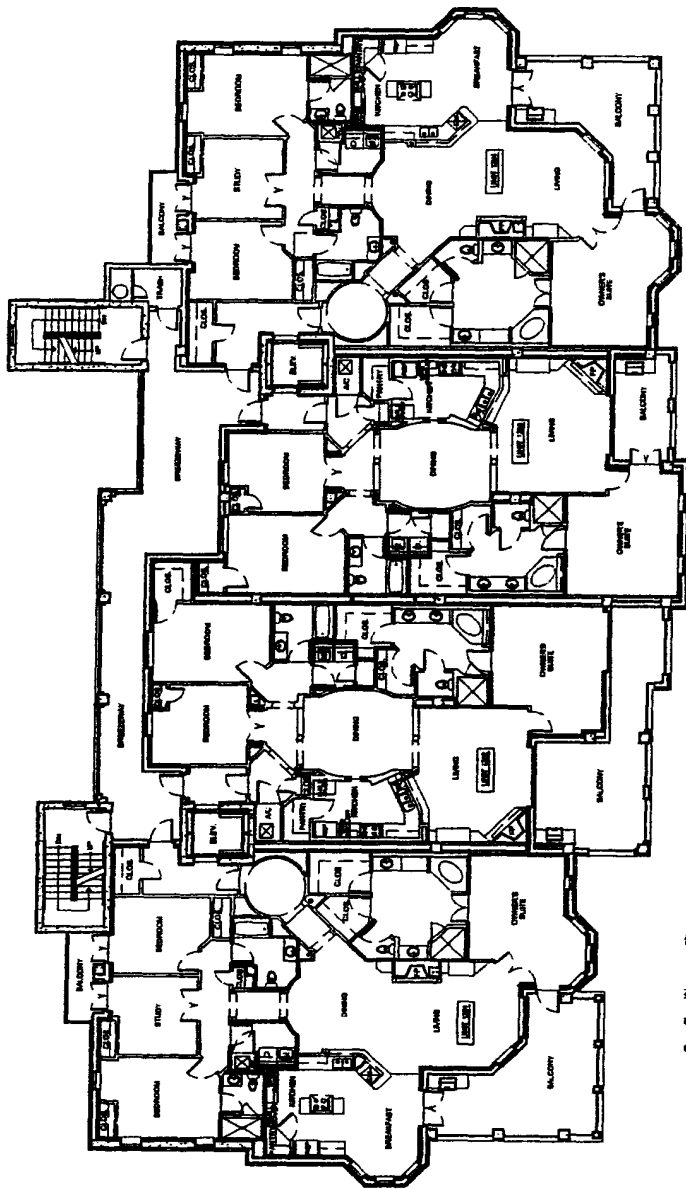
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# THE COVE AT ST. JOHNS

**Atlanta Office:**  
 515 Peachtree Parkway  
 Building 900, Suite 2200  
 Roswell, Georgia 30082  
 770 289 8550  
 770 289 7600 FAX

**Jacksonville Office:**  
 4598 Salisbury Road  
 Suite 307  
 Jacksonville, Florida 32216  
 904 245 6585  
 904 245 6584 FAX

**WAKEFIELD  
 BEASLEY &  
 ASSOCIATES**  
 ARCHITECTS INTERIORS



BUILDING 1 - SECOND FLOOR PLAN 

NOTE:  
 1/ ALL EXTERIOR BALCONIES ARE LIMITED COMMON ELEMENTS.  
 2/ ALL CORRIDORS ARE COMMON ELEMENTS.

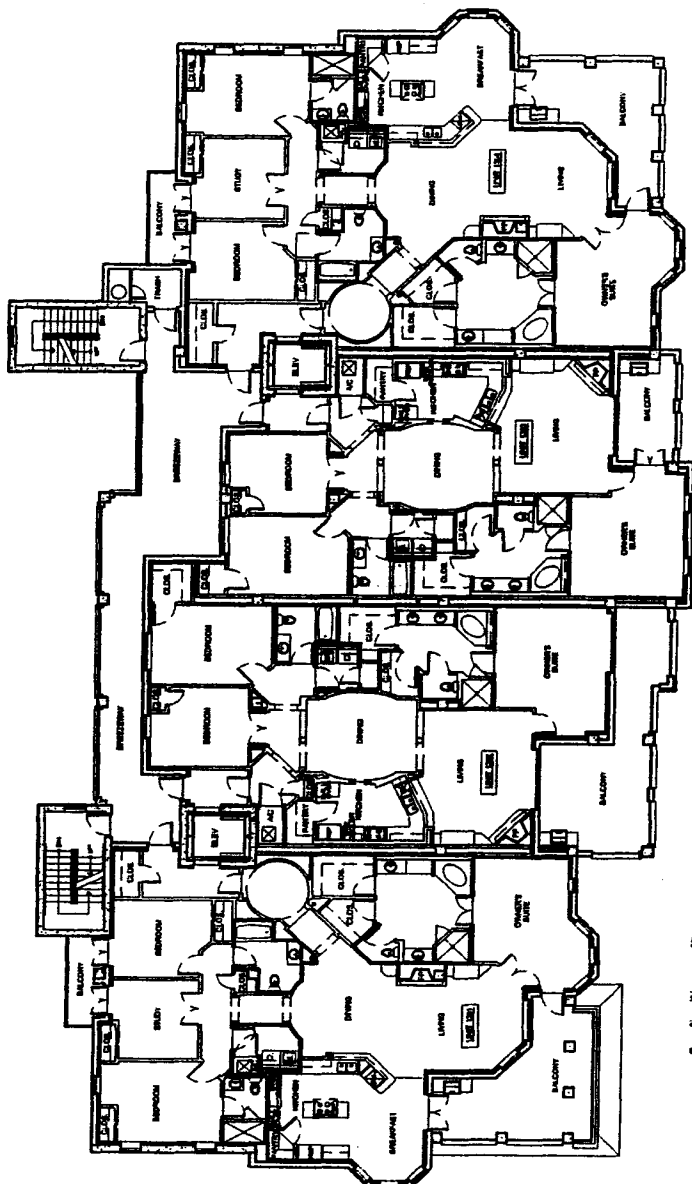
DATE: 02.15.00  
 DRAWN BY: J. JAMES  
 CHECKED BY: J. JAMES  
 SECOND FLOOR PLAN  
 SHEET NO. DD2.1.2

# THE COVE AT ST. JOHNS

**Atlanta Office:**  
 515 Peachtree Parkway  
 Building 808, Suite 2200  
 Norcross, Georgia 30092  
 770 289 8330 FAX: 770 289 7650 TX

**Jacksonville Office:**  
 4500 Sabalway Road  
 Suite 301  
 Jacksonville, Florida 32216  
 904 245 6565 FAX: 904 245 6564 TX

**WAKEFIELD BEASLEY & ASSOCIATES**  
 ARCHITECTS INTERIORS



BUILDING 1 - THIRD FLOOR PLAN

NOTE:  
 1/ ALL EXTERIOR BALCONIES ARE LIMITED COMMON ELEMENTS.  
 2/ ALL BREAKREZAS ARE COMMON ELEMENTS.

DATE: 01/28/09  
 DRAWN BY: J. JAMES  
 CHECKED BY: J. JAMES  
 THIRD FLOOR PLAN  
 DD2.1.3

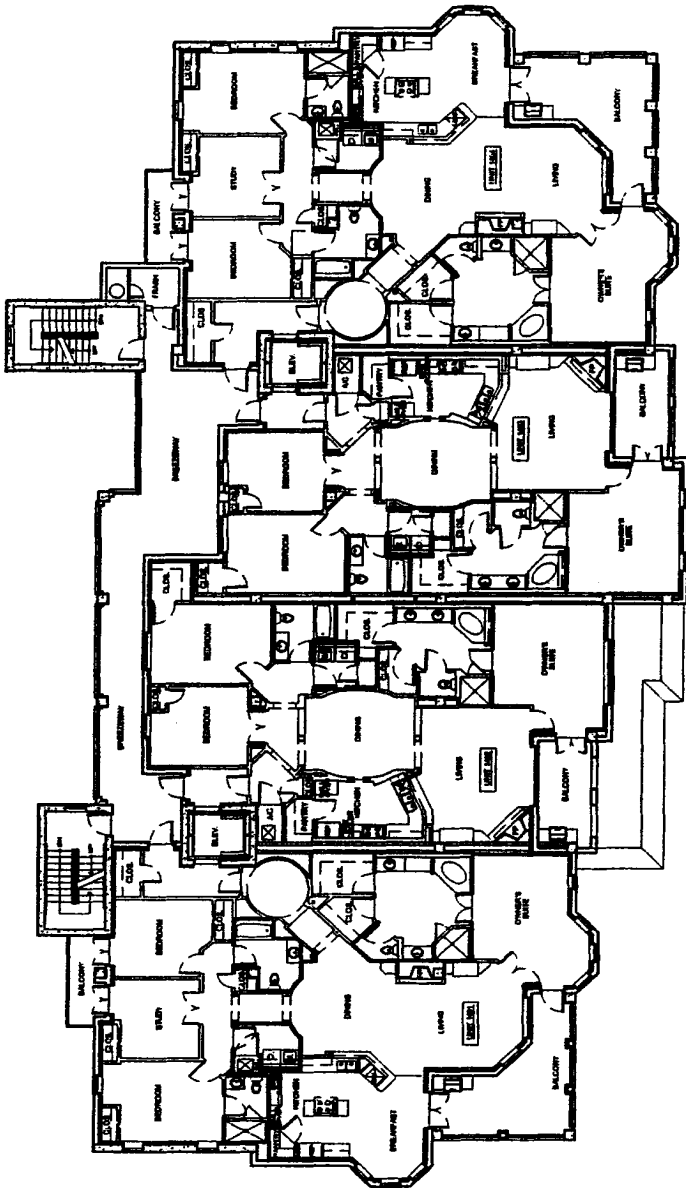
# THE COVE AT ST. JOHNS

**Atlanta Office:**  
 515 Peachtree Parkway  
 Building 300, Suite 229  
 Atlanta, Georgia 30328  
 770 269 8381  
 770 269 7059 FAX

**Jacksonville Office:**  
 4500 Salisbury Road  
 Suite 307  
 Jacksonville, Florida 32216  
 904 245 6555  
 904 245 6554 FAX

**WAKEFIELD BEASLEY & ASSOCIATES**  
 ARCHITECTS INTERIORS





BUILDING 1 - FOURTH FLOOR PLAN N

NOTE:  
 1/ ALL EXTERIOR BALCONIES ARE LIMITED COMMON ELEMENTS.  
 2/ ALL BREAKREARMS ARE COMMON ELEMENTS.

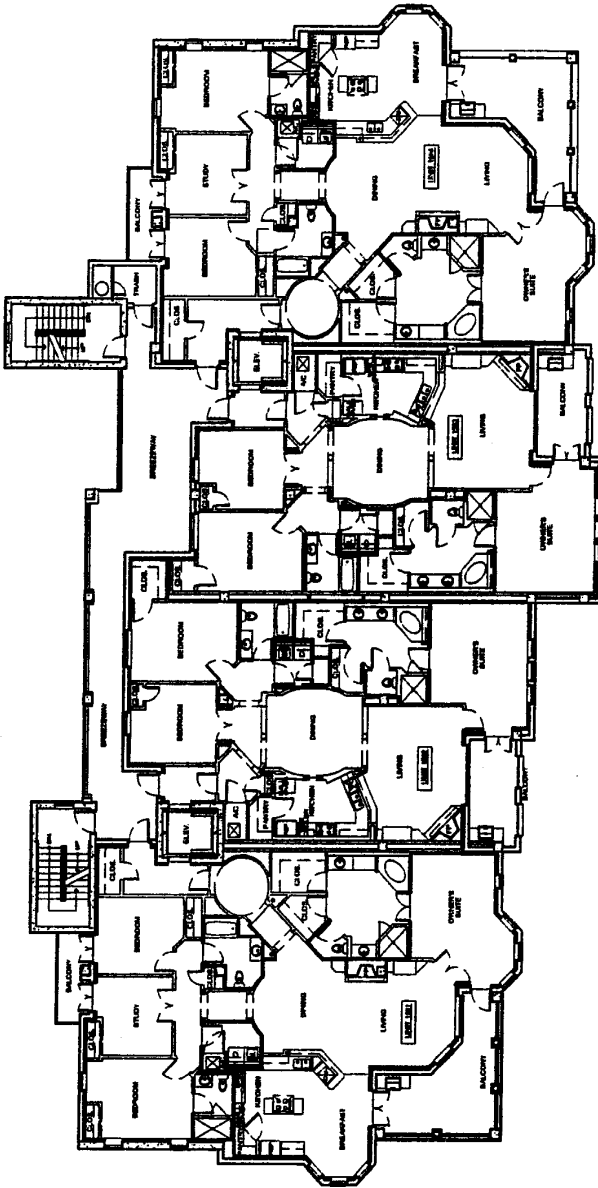
DATE: 04.22.98  
 3. JAMES BEASLEY ARCHITECTS  
 2007 1/20  
 FOURTH FLOOR PLAN  
 2007 1/20  
 DD2.1.4

# THE COVE AT ST. JOHNS

**Atlanta Office:**  
 515 Peachtree Parkway  
 Building 300, Suite 3220  
 Norcross, Georgia 30092  
 770 289 8381 ext:2000  
 770 289 7850 fax

**Jacksonville Office:**  
 4500 Sabalway Road  
 Suite 301  
 Jacksonville, Florida 32216  
 904 245 6565 telephone  
 904 245 6564 fax

**WAKEFIELD BEASLEY & ASSOCIATES**  
 ARCHITECTS INTERIORS



BUILDING 1 - FIFTH FLOOR PLAN N

NOTE:  
 1/ ALL EXTERIOR BALCONIES ARE LIMITED COTTON ELEMENTS.  
 2/ ALL BREEZEWAYS ARE COTTON ELEMENTS.

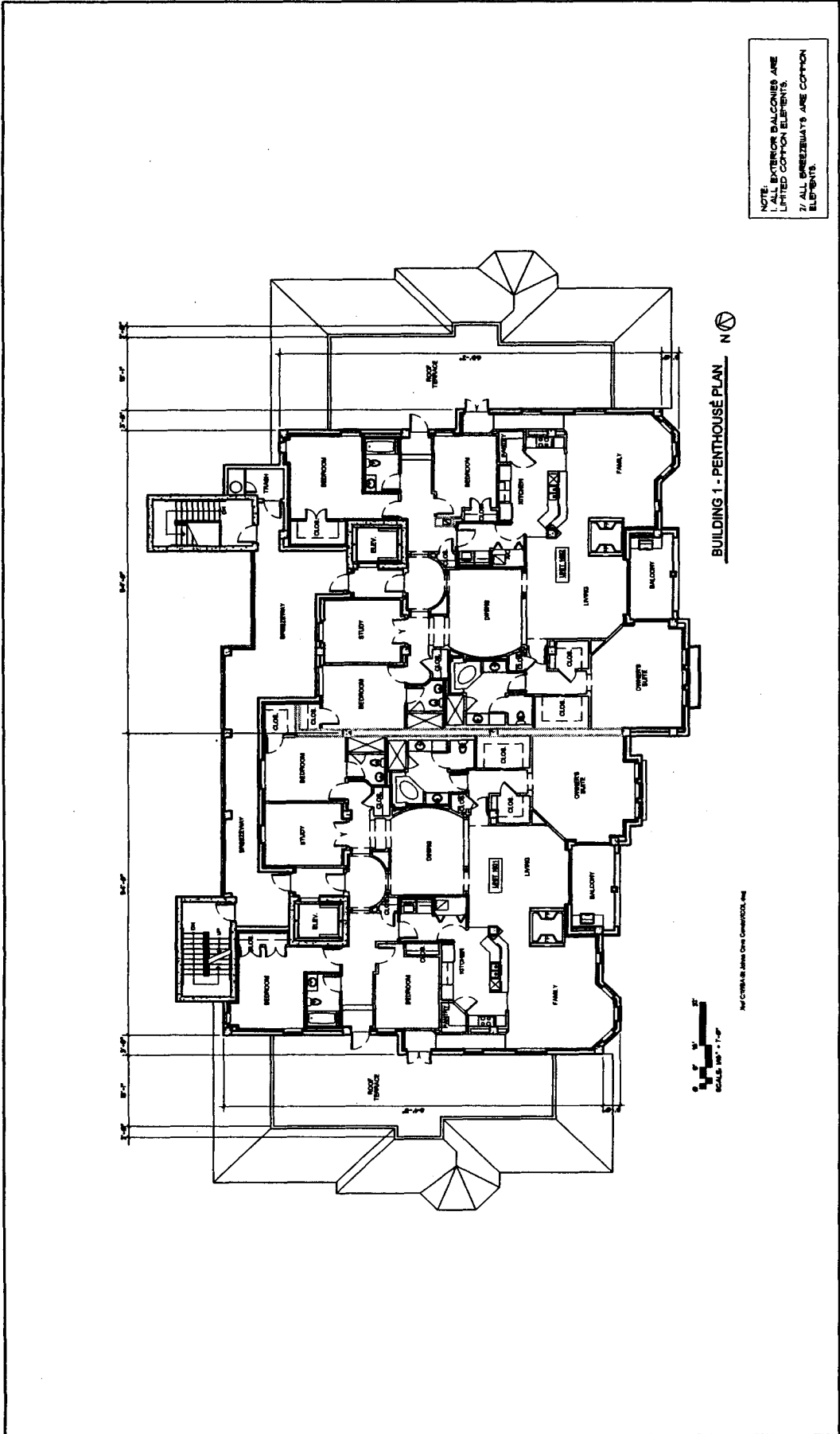
DATE: 7/27/98  
 BY: JAMES JAMES  
 CHECKED: [Signature]  
 FIFTH FLOOR PLAN  
 DD2.1.5  
 [Signature]

# THE COVE AT ST. JOHNS

**Atlanta Office:**  
 5145 Peachtree Parkway  
 Building 300, Suite 3224  
 Andrews, Georgia 30602  
 770 299 3000 ext 2000  
 770 299 7600 fax

**Jacksonville Office:**  
 4500 Statebury Road  
 Suite 301  
 Jacksonville, Florida 32211  
 904 245 6555  
 904 245 6584 fax

**WAKEFIELD BEASLEY & ASSOCIATES**  
 ARCHITECTS INTERIORS



NOTE: EXTERIOR BALCONIES ARE LIMITED COMMON ELEMENTS.  
 2/ ALL BALCONIES ARE COMMON ELEMENTS.

BUILDING 1 - PENTHOUSE PLAN

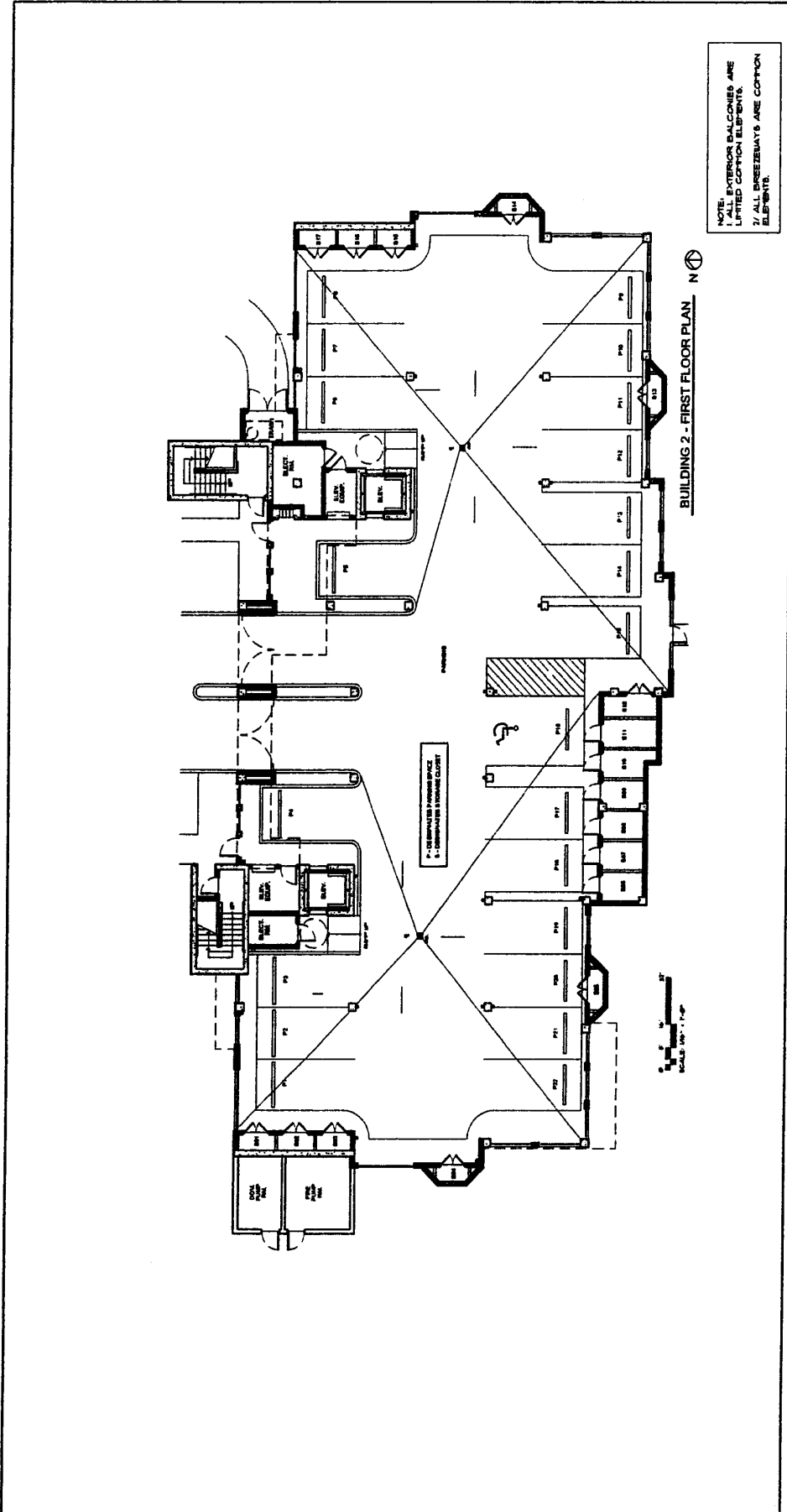
DATE: 08/20/03  
 DRAWN BY: J. COOPER  
 CHECKED BY: J. COOPER  
 PROJECT: PENTHOUSE PLAN  
 SHEET: DD2.1.6

# THE COVE AT ST. JOHNS

**Atlanta Office:**  
 5185 Peachtree Parkway  
 Building 306, Suite 1220  
 Norcross, Georgia 30092  
 770.209.8350  
 770.209.7650 FAX

**Jacksonville Office:**  
 4500 Salisbury Road  
 Suite 301  
 Jacksonville, Florida 32216  
 904.245.6585  
 904.245.6564 FAX

**WAKEFIELD & BEASLEY & ASSOCIATES**  
 ARCHITECTS INTERIORS



NOTE:  
 1. ALL EXTERIOR BALCONIES ARE LIMITED COPPER ELEMENTS.  
 2. ALL BREEZEWAYS ARE COPPER ELEMENTS.

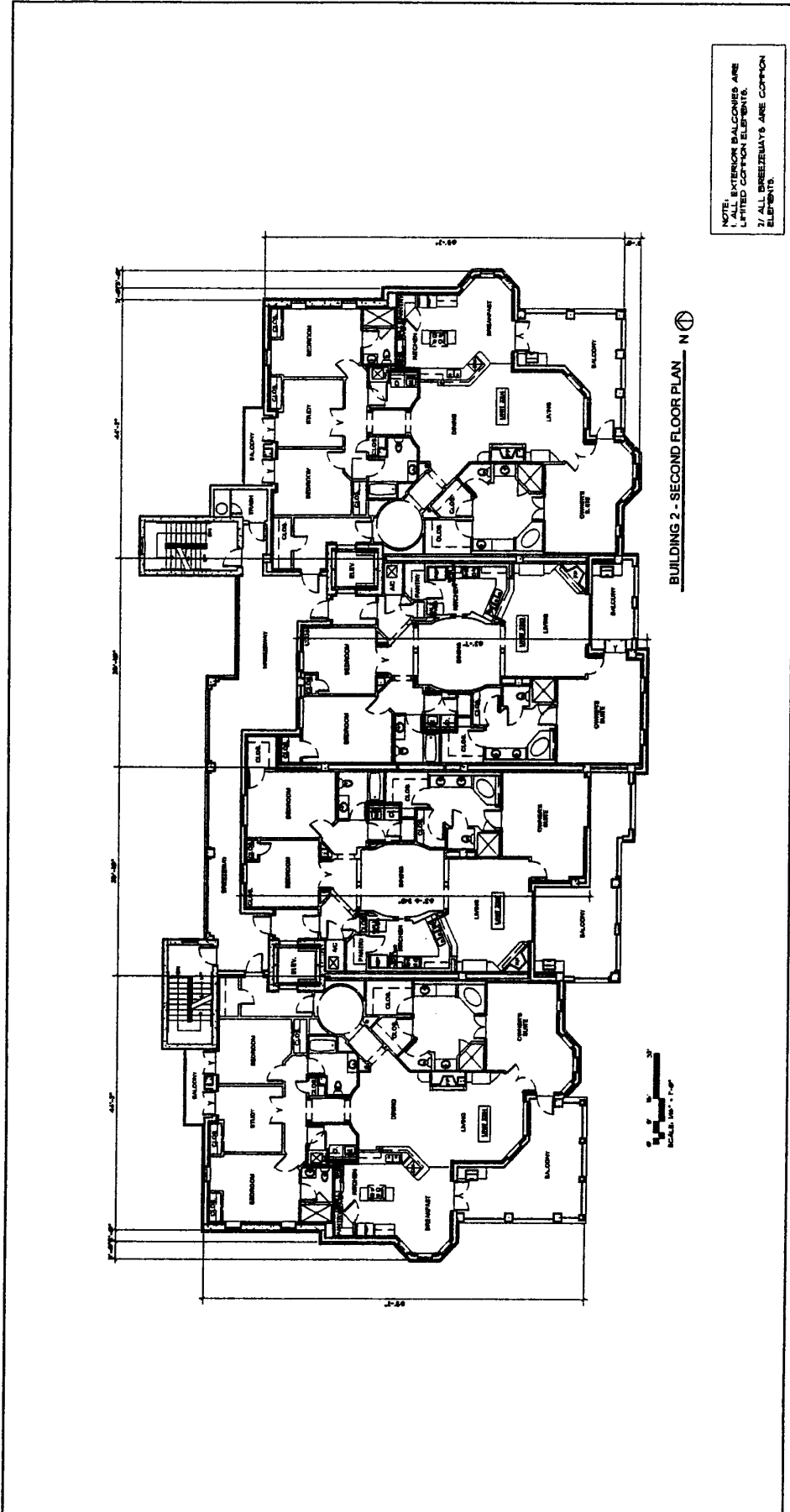
DATE: 11.15.00  
 3. June 2000  
 2nd FR.  
 FIRST FLOOR PLAN  
 DD2.2.1

# THE COVE AT ST. JOHNS

**Atlanta Office:**  
 515 Peachtree Parkway  
 Building 300, Suite 2220  
 Norcross, Georgia 30092  
 770 289 8383  
 770 289 7659 FAX

**Jacksonville Office:**  
 4509 Salsbury Road  
 Suite 301  
 Jacksonville, Florida 32216  
 904 245 6585  
 904 245 6584 FAX

**WAKEFIELD BEASLEY & ASSOCIATES**  
 ARCHITECTS INTERIORS



NOTE:  
 1/ ALL EXTERIOR BALCONIES ARE LIMITED COMMON ELEMENTS.  
 2/ ALL BREEZEWAYS ARE COMMON ELEMENTS.

DATE: 01/10/2000  
 DRAWN BY: J. J. JONES  
 CHECKED BY: J. J. JONES  
 SECOND FLOOR PLAN  
 DD2.2.2  
 1/2" = 1'-0"

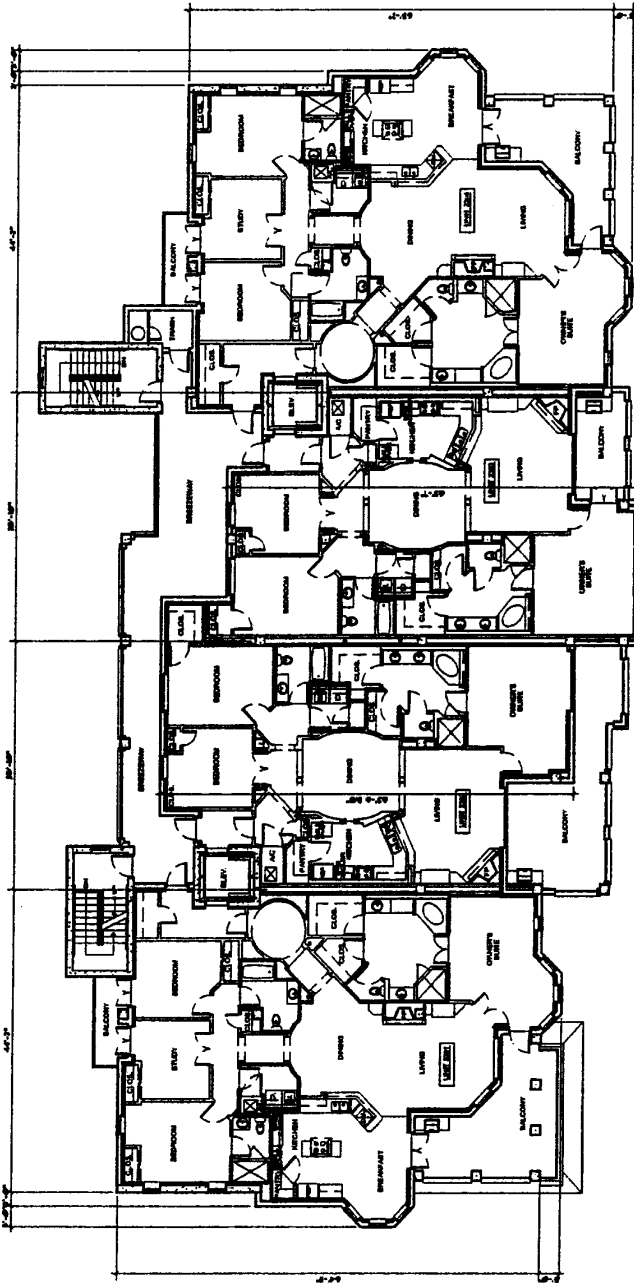
BUILDING 2 - SECOND FLOOR PLAN - N

# THE COVE AT ST. JOHNS

**Atlanta Office:**  
 515 Peachtree Parkway  
 Building 300, Suite 3250  
 Atlanta, Georgia 30328  
 770 269 8387 mainline  
 770 269 7659 fax

**Jacksonville Office:**  
 4500 St. Johns Road  
 Suite 301  
 Jacksonville, Florida 32218  
 904 245 8585 mainline  
 904 245 8584 fax

**WAKEFIELD BEASLEY & ASSOCIATES**  
 ARCHITECTS INTERIORS



NOTE:  
 1/ ALL EXTERIOR BALCONIES ARE LIMITED OPTION ELEMENTS.  
 2/ ALL BREAKWAYS ARE COFFER BREAKWAYS.

BUILDING 2 - THIRD FLOOR PLAN N

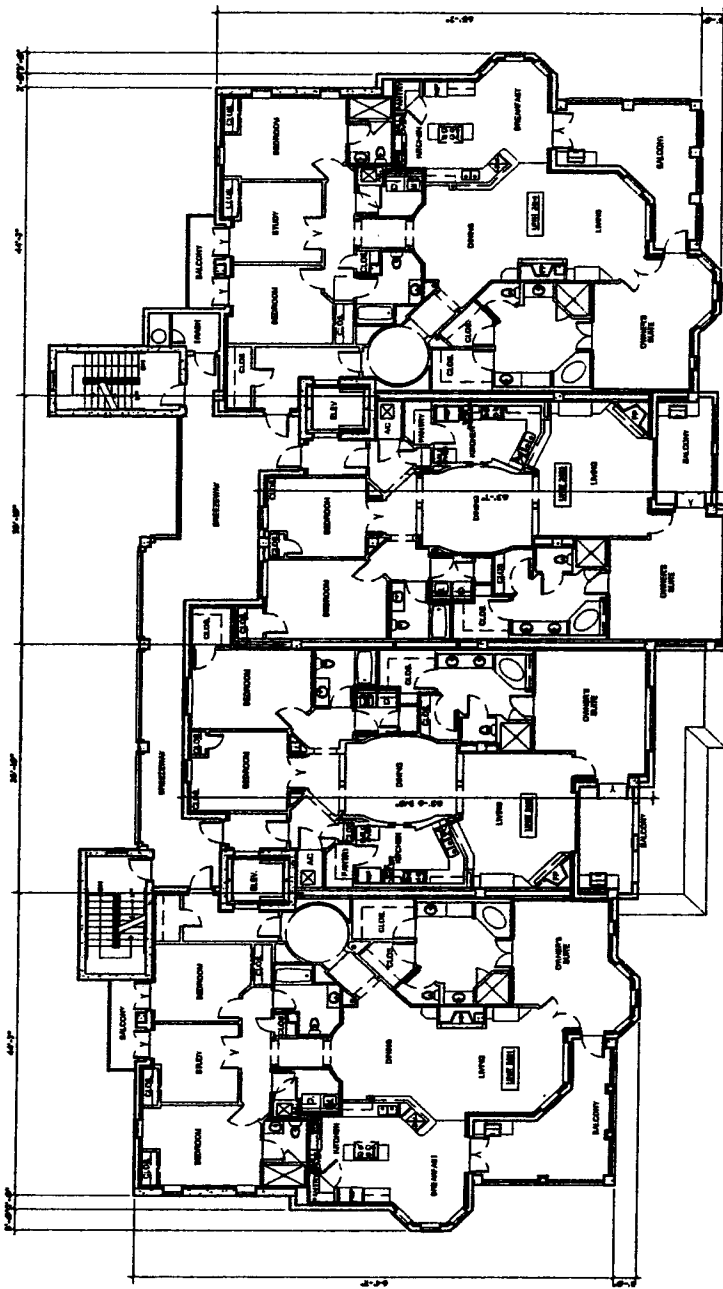
DATE: 11/28/80  
 DRAWN BY: J. W. B. / J. W. B.  
 CHECKED BY: J. W. B. / J. W. B.  
 THIRD FLOOR PLAN  
 DD2-2.3

# THE COVE AT ST. JOHNS

**Atlanta Office:**  
 555 Peachtree Parkway  
 Building 500, Suite 3229  
 Atlanta, Georgia 30082  
 770 289 8183 TELEPHONE  
 770 289 7650 FAX

**Jacksonville Office:**  
 4500 Subsbury Road  
 Suite 301  
 Jacksonville, Florida 32216  
 904 245 6565 TELEPHONE  
 904 245 6564 FAX

**WAKEFIELD BEASLEY & ASSOCIATES**  
 ARCHITECT INTERIOR



BUILDING 2 - FOURTH FLOOR PLAN N

NOTE:  
 1/ ALL EXTERIOR BALCONIES ARE LIMITED COTTON ELEMENTS.  
 2/ ALL DRIVEWAYS ARE COPPER ELEMENTS.

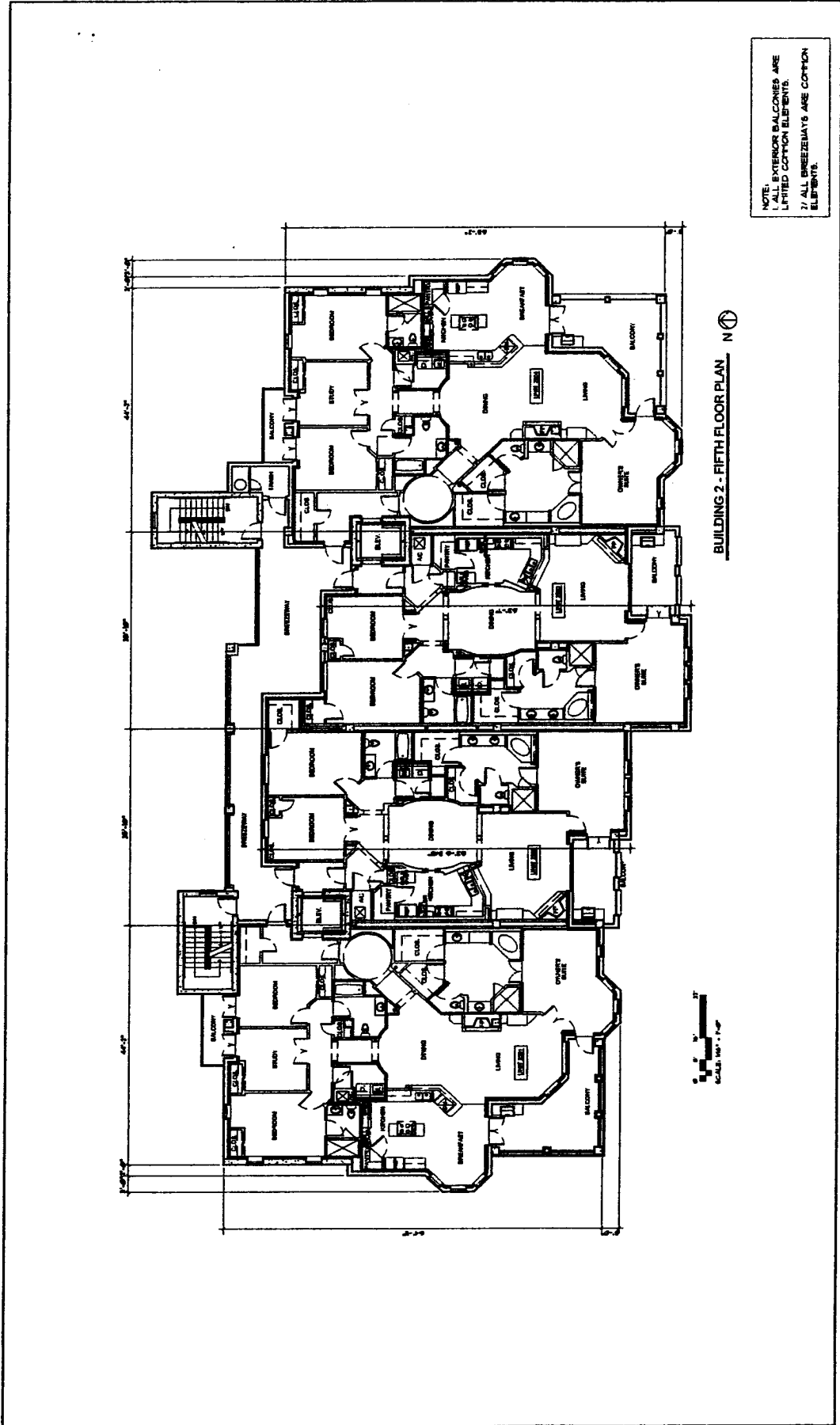
DATE: 04/11/00  
 DRAWN BY: G. GARDNER  
 CHECKED BY: J. W. HARRIS  
 PROJECT: FOURTH FLOOR PLAN  
 SHEET: DD2.2.4

# THE COVE AT ST. JOHNS

**Atlanta Office:**  
 515 Peachtree Parkway  
 Building 904, Suite 220  
 Roswell, Georgia 30082  
 770 269 5000 ext 2000  
 770 269 7669 fax

**Jacksonville Office:**  
 4500 Salisbury Road  
 Suite 301  
 Jacksonville, Florida 32216  
 904 245 6505 ext 2000  
 904 245 6564 fax

**WAKEFIELD BEASLEY & ASSOCIATES**  
 ARCHITECTS INTERIORS



NOTE:  
 1/ EXTERIOR BALCONIES ARE LIMITED COMMON ELEMENTS.  
 2/ ALL BREEZEWAYS ARE COMMON ELEMENTS.

BUILDING 2 - FIFTH FLOOR PLAN N

NO. 1000 2000  
 DATE 10/10/00  
 FIFTH FLOOR PLAN  
 DD2.2.5

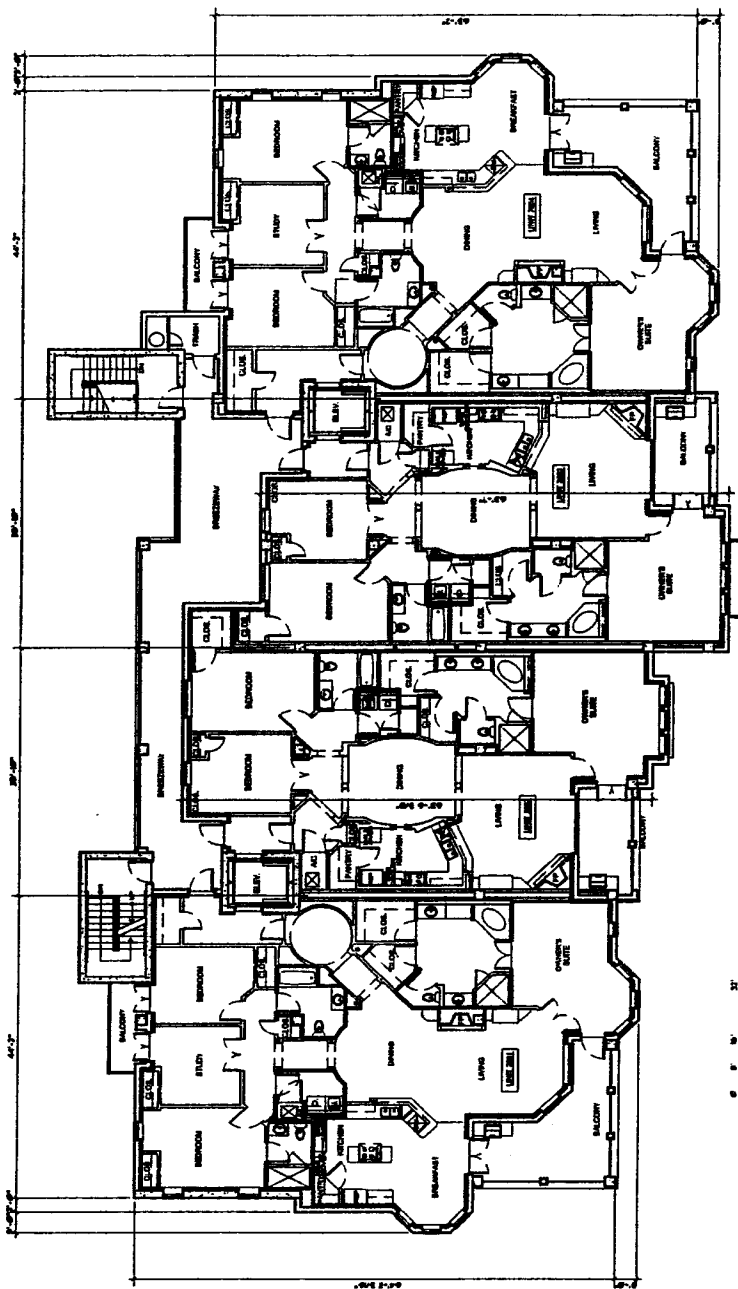
# THE COVE AT ST. JOHNS

**Atlanta Office:**  
 5165 Peachtree Parkway  
 Building 300, Suite 1250  
 Norcross, Georgia 30092  
 770 289 3383 FAX 770 289 7669 TX

**Jacksonville Office:**  
 4599 Stetson Road  
 Suite 301  
 Jacksonville, Florida 32218  
 904 245 6565 FAX 904 245 6064 TX

**WAKEFIELD BEASLEY & ASSOCIATES**  
 ARCHITECTS INTERIORS





NOTE:  
 1/ ALL EXTERIOR BALCONIES ARE LIMITED COPPER ELEMENTS.  
 2/ ALL BRICKZEMENTS ARE COPPER ELEMENTS.

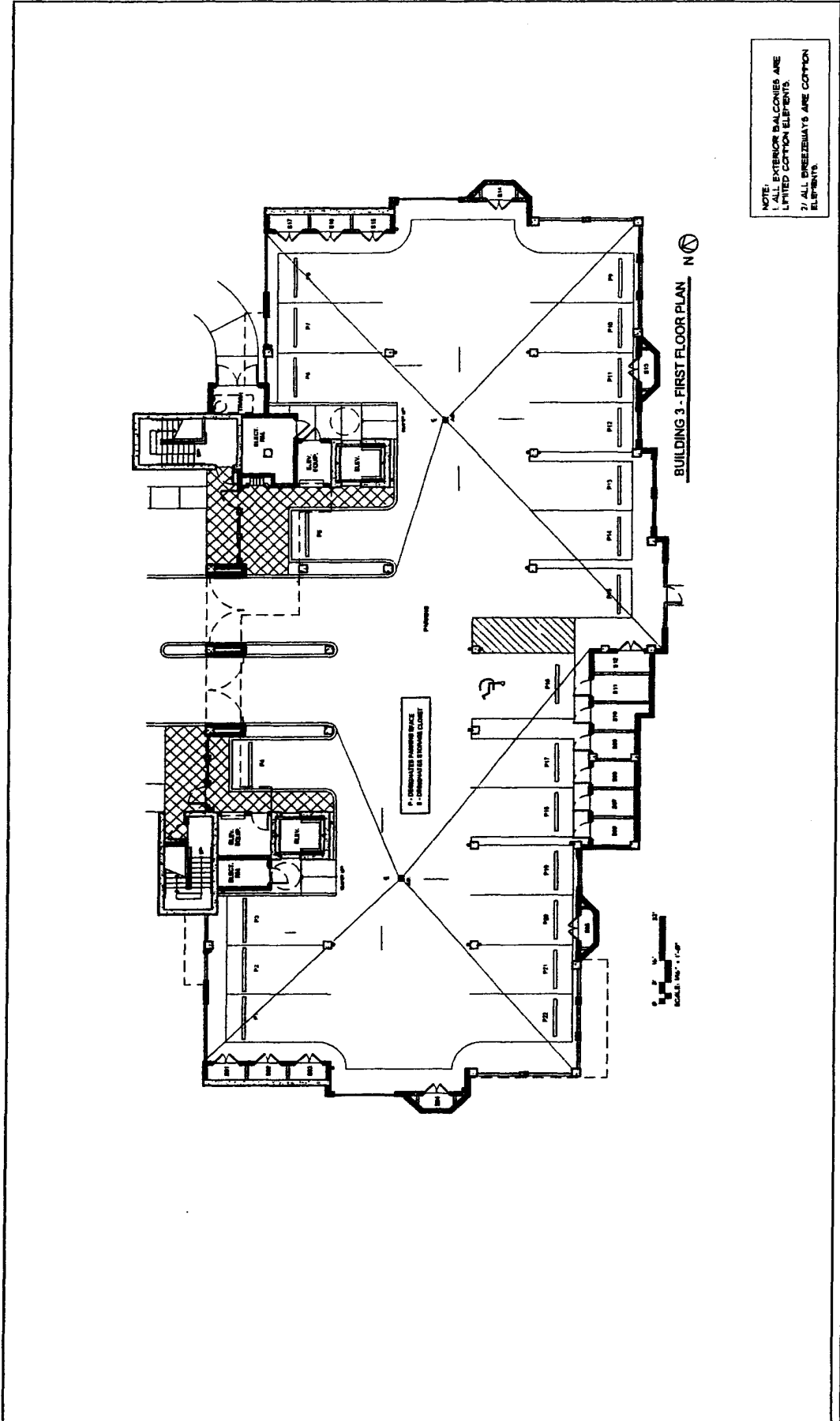
DATE: 11/17/78  
 3. 11/17/78  
 SIXTH FLOOR PLAN  
 DD2.2.6

# THE COVE AT ST. JOHNS

**Atlanta Office:**  
 515 Peachtree Parkway  
 Building 904, Suite 3229  
 Norcross, Georgia 30092  
 770 289 3033 TELEPHONE  
 770 289 7850 FAX

**Jacksonville Office:**  
 4509 Stablesbury Road  
 Suite 301  
 Jacksonville, Florida 32216  
 904 245 6565 TELEPHONE  
 904 245 6564 FAX

**WAKEFIELD  
 BEASLEY &  
 ASSOCIATES**  
 ARCHITECTS INTERIORS



NOTE:  
 1/ ALL EXTERIOR BALCONIES ARE LIMITED COTTON ELEMENTS.  
 2/ ALL BREEZEWAYS ARE COTTON ELEMENTS.

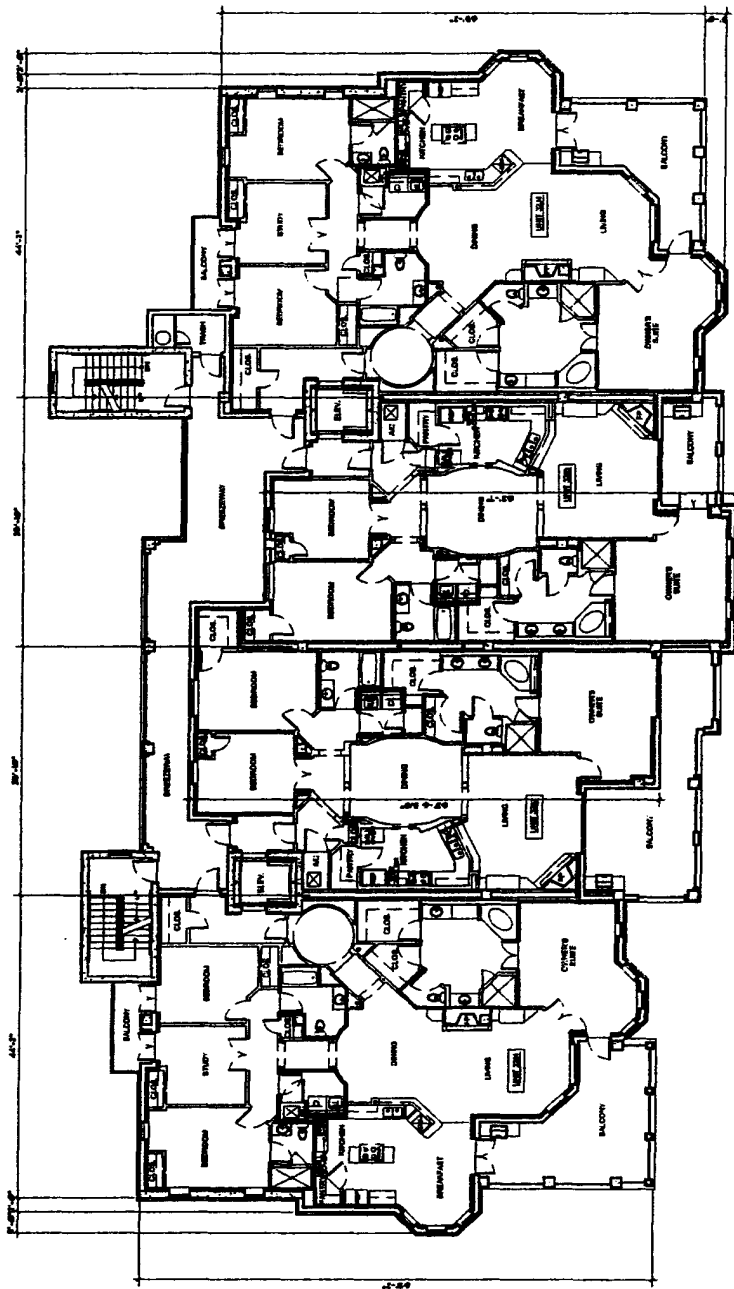
DATE: 08/11/00  
 DRAWN BY: J. BEASLEY  
 CHECKED BY: J. BEASLEY  
 PROJECT NO.: DD2.3.1  
 SHEET NO.: 1/1

# THE COVE AT ST. JOHNS

**Atlanta Office:**  
 5155 Peachtree Parkway  
 Atlanta, GA 30328  
 770 209 5383 FAX: 770 209 7659

**Jacksonville Office:**  
 4500 Salisbury Road  
 Suite 307  
 Jacksonville, Florida 32218  
 904 245 6585 FAX: 904 245 6584

**WAKEFIELD BEASLEY & ASSOCIATES**  
 ARCHITECTS INTERIORS



BUILDING 3 - SECOND FLOOR PLAN N

NOTE:  
1/ ALL EXTERIOR BALCONIES ARE LIMITED COMMON ELEMENTS.  
2/ ALL BREEZEWAYS ARE COMMON ELEMENTS.

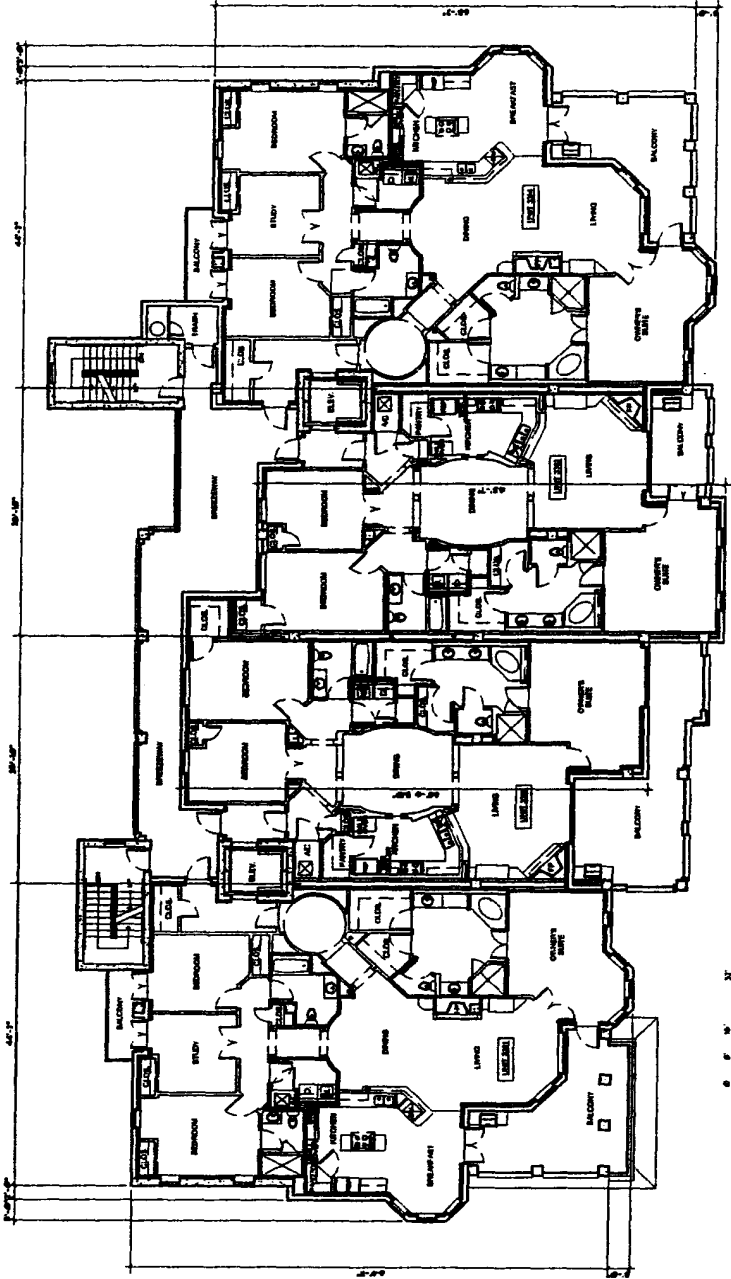
As Shown on Plans  
Date: 10/20/00  
Project No. 00-0000  
SECOND FLOOR PLAN  
SHEET NO. DD2.3.2

# THE COVE AT ST. JOHNS

**Atlanta Office:**  
515 Peachtree Parkway  
Building 300, Suite 4200  
Atlanta, Georgia 30328  
770 289 8303 **transmission**  
770 289 7650 **fax**

**Jacksonville Office:**  
4509 St Johns Road  
Suite 301  
Jacksonville, Florida 32216  
904 245 6585 **transmission**  
904 245 6584 **fax**

**WAKEFIELD  
BEASLEY &  
ASSOCIATES**  
ARCHITECTS INTERIORS



NOTE:  
 1/ ALL EXTERIOR BALCONIES ARE LIMITED COTTON ELEMENTS.  
 2/ ALL ENEZREWAYS ARE COTTON ELEMENTS.

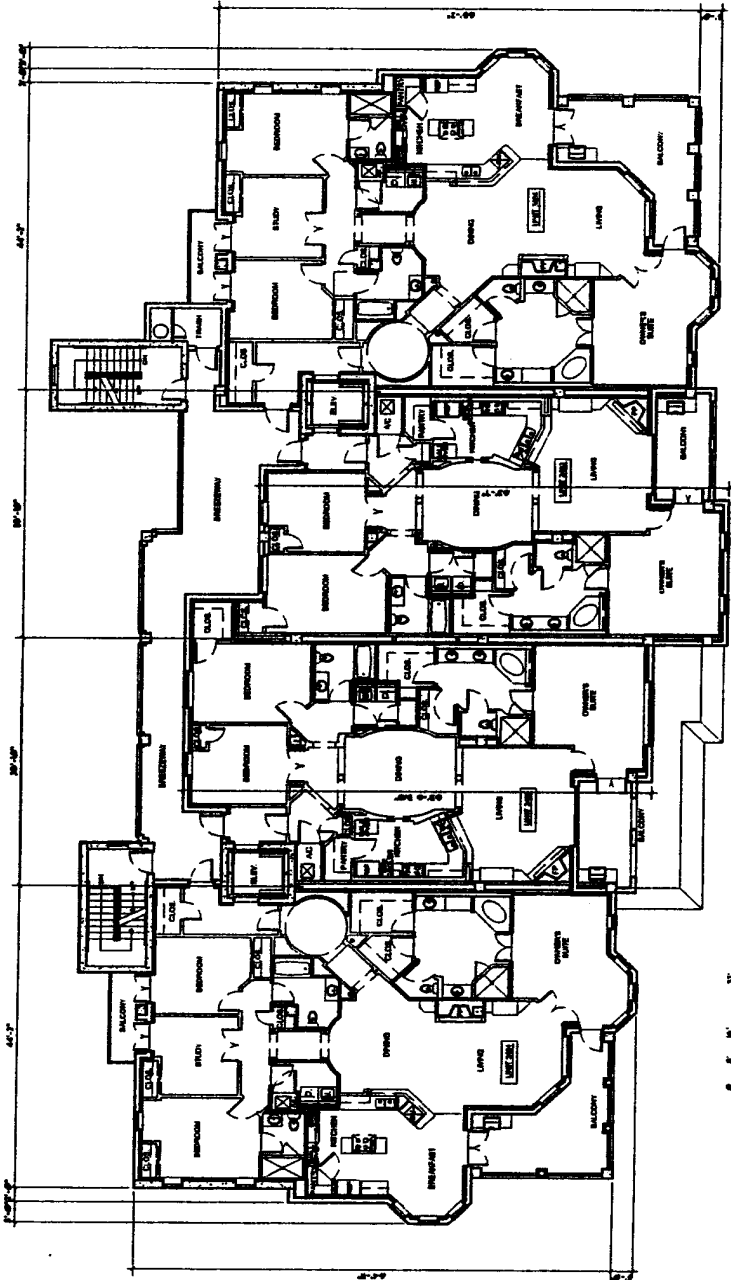
DATE: 11-15-2008  
 DRAWN BY: [illegible]  
 CHECKED BY: [illegible]  
 THIRD FLOOR PLAN  
 SHEET NO. DD2.3.3

# THE COVE AT ST. JOHNS

**Atlanta Office:**  
 515 Peachtree Parkway  
 Building 304, Suite 3229  
 Andrews, Georgia 30002  
 770 289 8187 mainline  
 770 289 7850 fax

**Jacksonville Office:**  
 4500 Salisbury Road  
 Suite 301  
 Jacksonville, Florida 32216  
 904 245 6555 mainline  
 904 245 6564 fax

**WAKEFIELD BEASLEY & ASSOCIATES**  
 ARCHITECTS INTERIORS



BUILDING 3 - FOURTH FLOOR PLAN

NOTE:  
 1/ ALL EXTERIOR BALCONIES ARE LIMITED COTTON ELEMENTS.  
 2/ ALL BREAKREARMS ARE COTTON ELEMENTS.

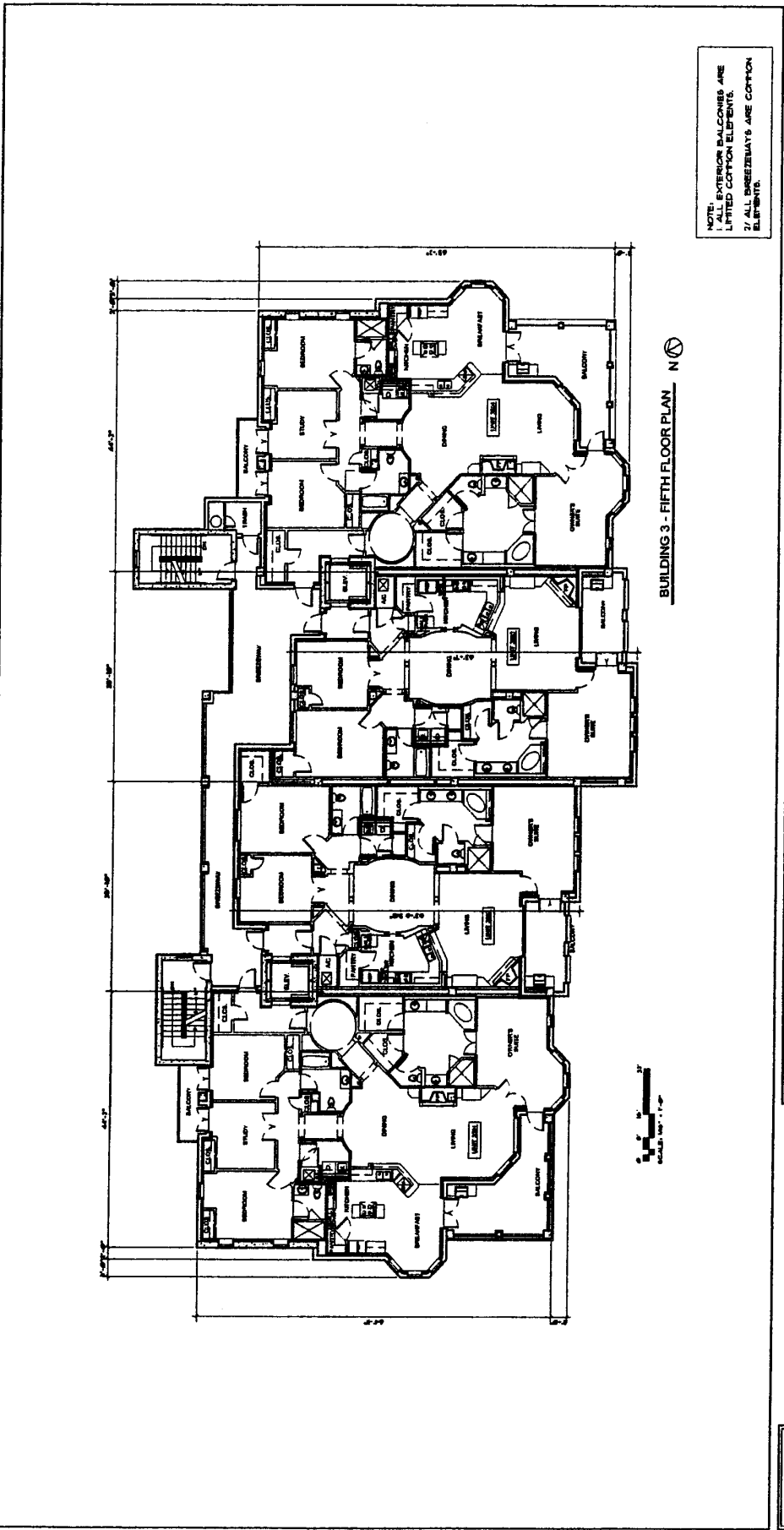
DATE: 11/2/88  
 11/2/88 10:00 AM  
 FOURTH FLOOR PLAN  
 DD2.3.4

# THE COVE AT ST. JOHNS

**Atlanta Office:**  
 5155 Peachtree Parkway  
 Building 300, Suite 2270  
 Atlanta, Georgia 30328  
 770 269 8187 FAX: 770 269 7050 NJ

**Jacksonville Office:**  
 4500 Salisbury Road  
 Suite 301  
 Jacksonville, Florida 32216  
 904 245 8265 FAX: 904 245 6564 NJ

**WAKEFIELD BEASLEY & ASSOCIATES**  
 ARCHITECTS INTERIORS



NOTE:  
 1/ ALL EXTERIOR BALCONIES ARE LIMITED COPPER ELEMENTS.  
 2/ ALL BREEZEWAYS ARE COPPER ELEMENTS.

BUILDING 3 - FIFTH FLOOR PLAN N

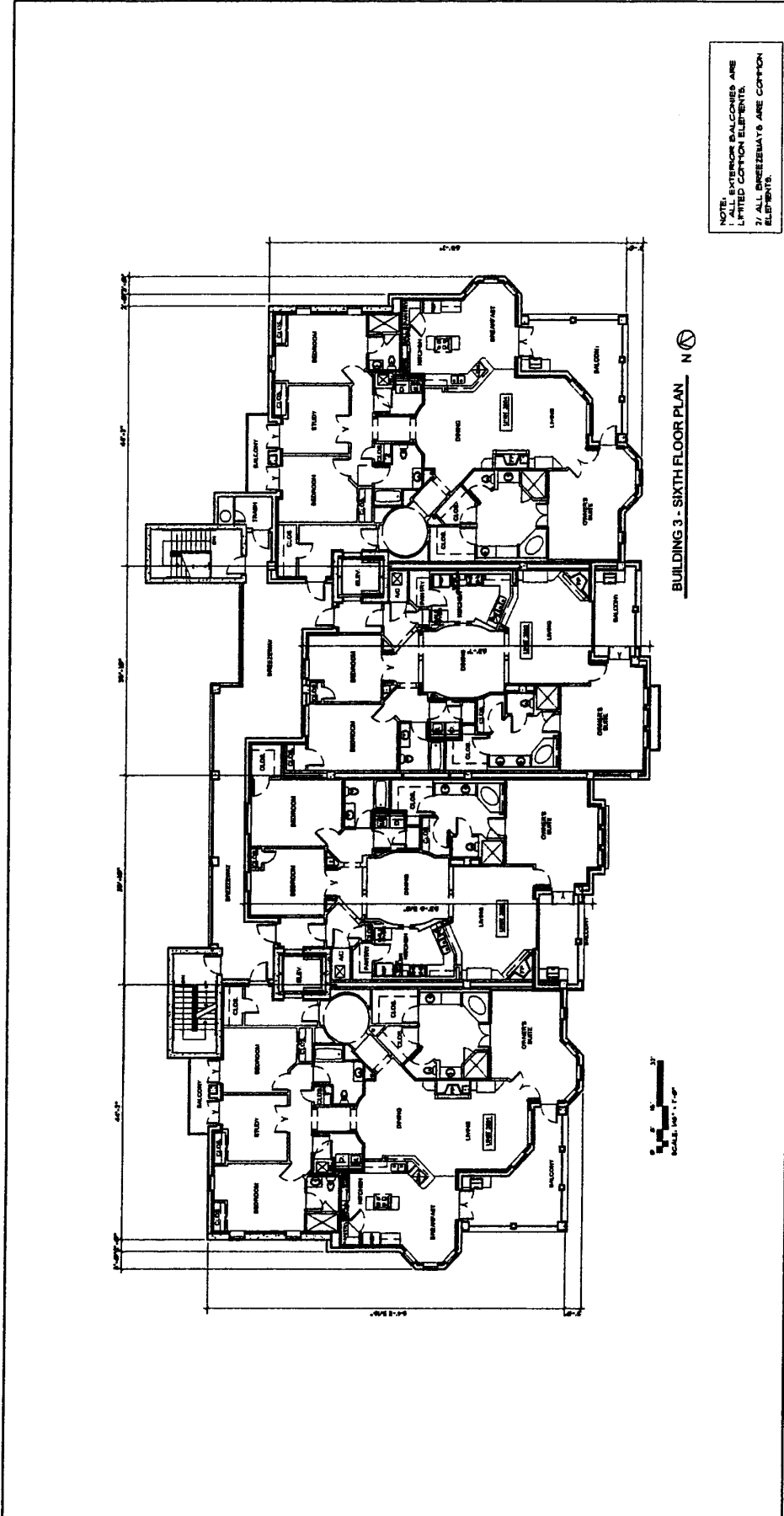
DATE: 11/17/99  
 DRAWN BY: J. J. [unreadable]  
 CHECKED BY: [unreadable]  
 FIFTH FLOOR PLAN  
 DD2.3.5

# THE COVE AT ST. JOHNS

**Atlanta Office:**  
 515 Peachtree Parkway  
 Building 301, Suite 3229  
 Roswell, Georgia 30082  
 770 289 8383 FAX: 770 289 7659 TN

**Jacksonville Office:**  
 4500 Sandalwood Road  
 Suite 301  
 Jacksonville, Florida 32216  
 904 245 6565 FAX: 904 245 6564 TN

**WAKEFIELD  
 BEASLEY &  
 ASSOCIATES**  
 ARCHITECTS INTERIORS



NOTE:  
 1. ALL EXTERIOR BALCONIES ARE LIMITED COMMON ELEMENTS.  
 2. ALL BREEZEWAYS ARE COMMON ELEMENTS.

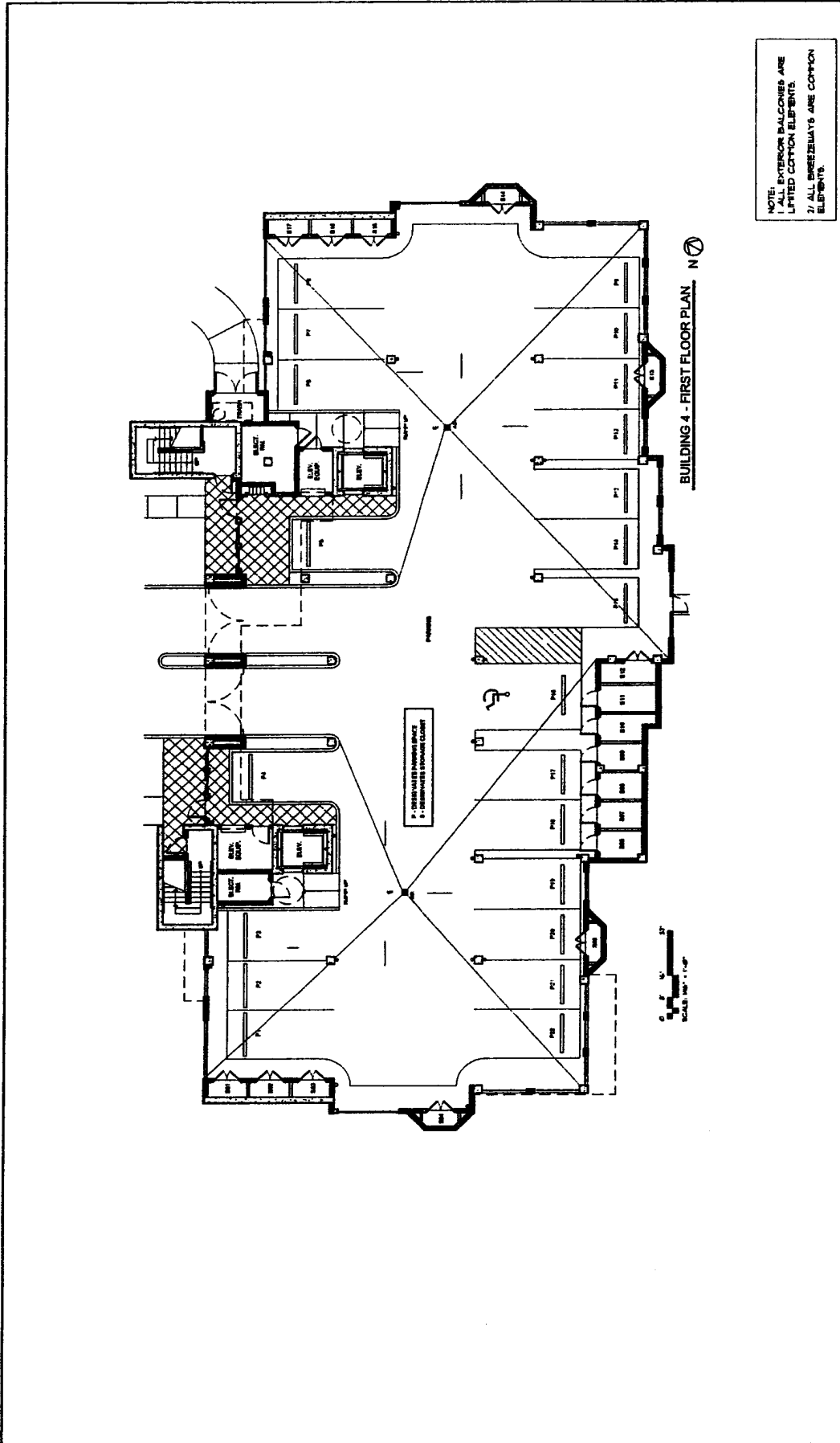
DATE: 01.15.08  
 1. JAMES HARRIS ARCHITECTS  
 SIXTH FLOOR PLAN  
 2007.08  
 DD2.3.6

# THE COVE AT ST. JOHNS

*Jacksonville Office:*  
 4500 Stalinsky Road  
 Suite 301  
 Jacksonville, Florida 32216  
 904 245 6555 FAX: 904 245 6564 NJ

*Atlanta Office:*  
 3155 Peachtree Parkway  
 Building 306, Suite 325  
 Alpharetta, Georgia 30002  
 770 220 5205 FAX: 770 220 7600 NJ

**WAKEFIELD  
 BEASLEY &  
 ASSOCIATES**  
 ARCHITECTS INTERIORS



NOTE:  
 1/ ALL EXTERIOR BALCONIES ARE  
 LIFTED COTTON ELEMENTS.  
 2/ ALL BRASSWAYS ARE COTTON  
 ELEMENTS.

DATE: 11/18/88  
 DRAWN BY: J. JAMES  
 CHECKED BY: J. JAMES  
 PROJECT: FIRST FLOOR PLAN  
 SHEET: DD2.4.1

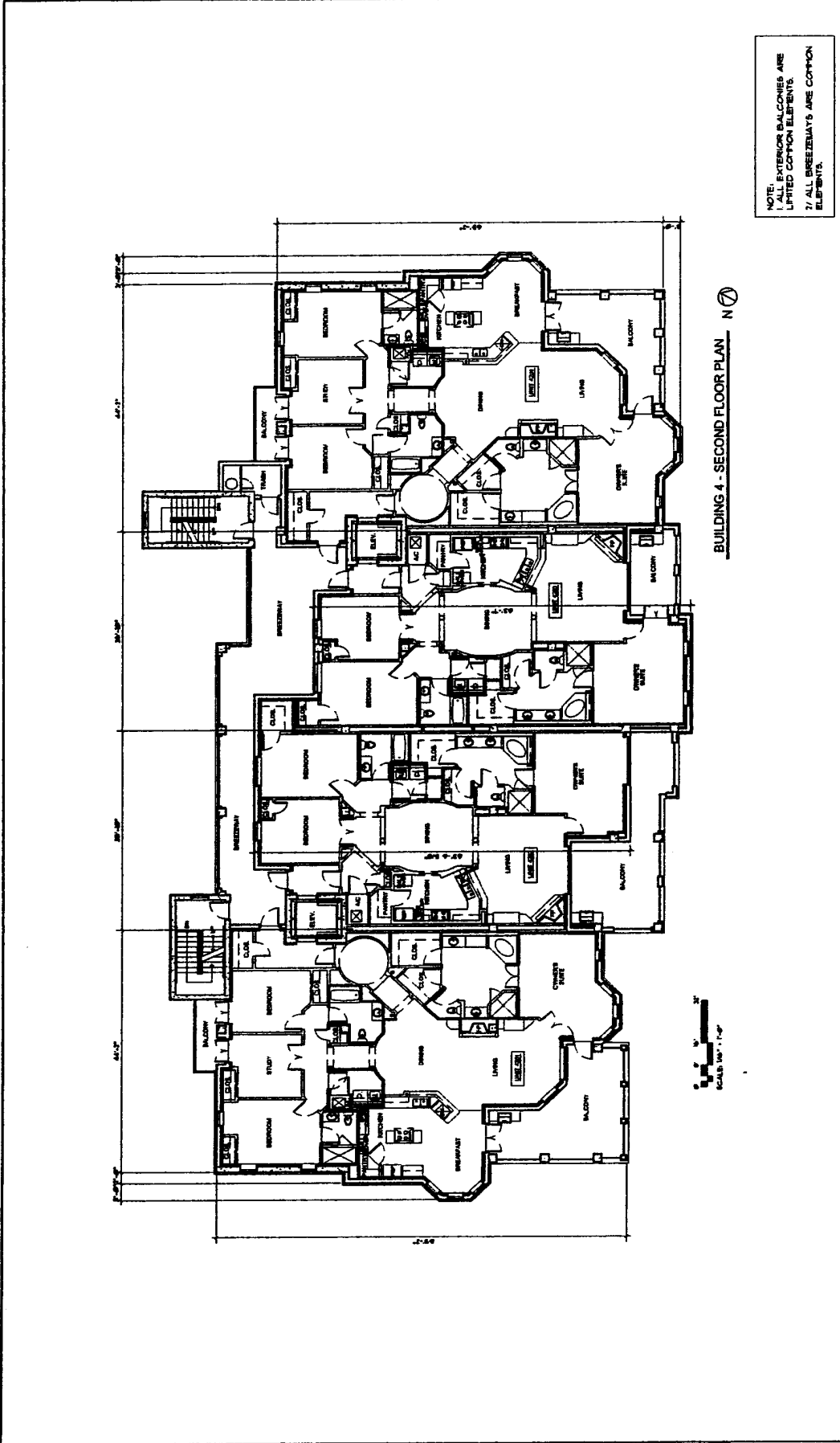
# THE COVE AT ST. JOHNS

**Jacksonville Office:**  
 4500 Seaboard Road  
 Suite 307  
 Jacksonville, Florida 32216  
 904 245 6555 TELEX: 384 245 6554 NJ

**Atlanta Office:**  
 5185 Peachtree Parkway  
 Building 304, Suite 1270  
 Norcross, Georgia 30092  
 770 299 3331 TELEX: 770 299 7650 NJ

**WAKEFIELD  
 BEASLEY &  
 ASSOCIATES**  
 ARCHITECTS INTERIORS





NOTE:  
 1/ ALL EXTERIOR BALCONIES ARE LIMITED COMMON ELEMENTS.  
 2/ ALL BREEZINGAYS ARE COMMON ELEMENTS.

DATE: 11/18/00  
 DRAWN BY: J. J. JONES  
 CHECKED BY: J. J. JONES  
 SECOND FLOOR PLAN  
 DD2.4.2

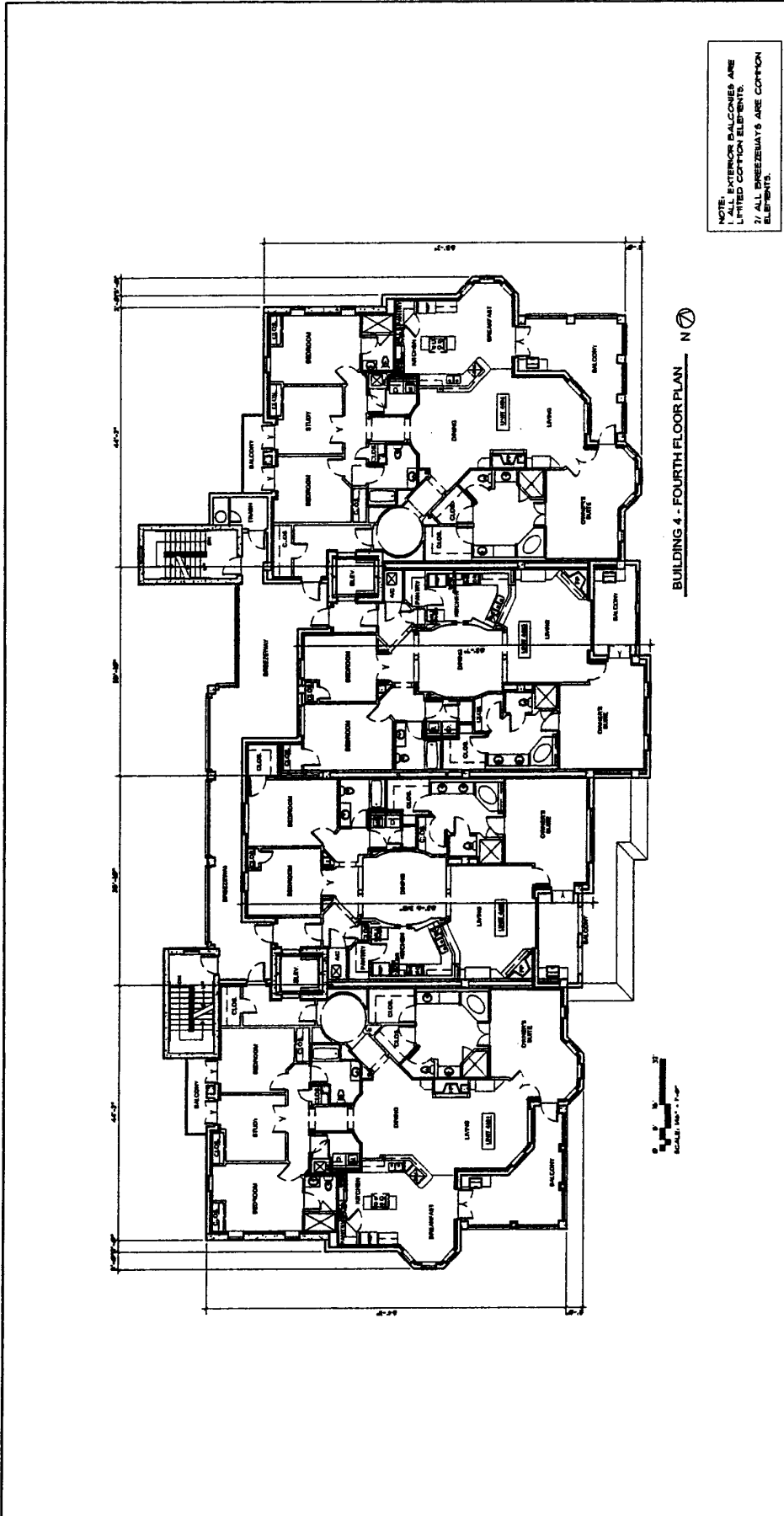
BUILDING 4 - SECOND FLOOR PLAN N

# THE COVE AT ST. JOHNS

**Atlanta Office:**  
 5155 Peachtree Parkway  
 Building 300, Suite 3220  
 Roswell, Georgia 30002  
 770 269 8383  
 770 269 7650 FAX

**Jacksonville Office:**  
 4599 Salisbury Road  
 Suite 301  
 Jacksonville, Florida 32216  
 904 245 6565  
 904 245 6564 FAX

**WAKEFIELD BEASLEY & ASSOCIATES**  
 ARCHITECTS INTERIORS



NOTE:  
 1/ ALL EXTERIOR BALCONIES ARE LIMITED COMMON ELEMENTS.  
 2/ ALL BREAKWAYS ARE COMMON ELEMENTS.

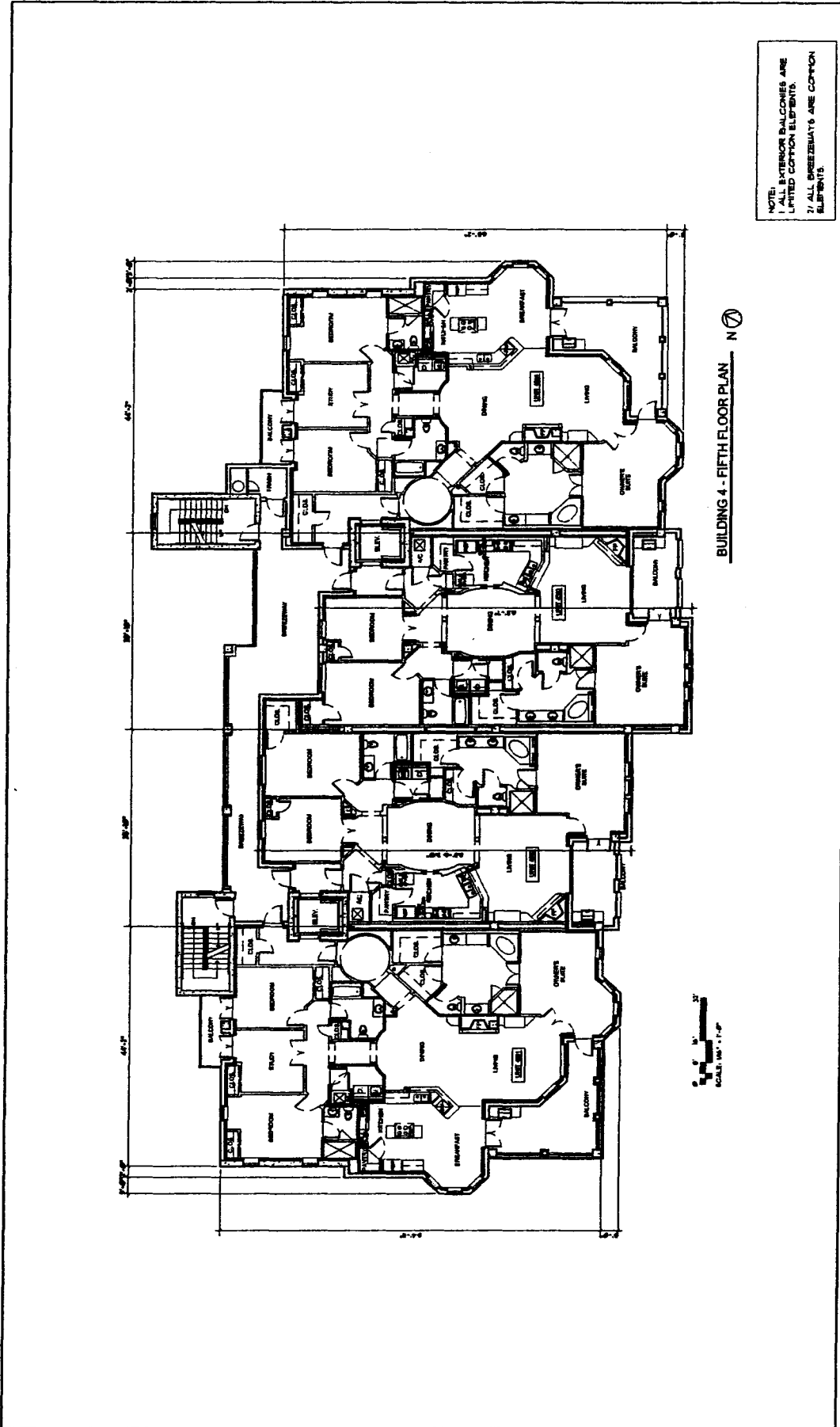
DATE: 01.18.00  
 DRAWN BY: J. J. JAMES  
 CHECKED BY: J. J. JAMES  
 PROJECT: THE COVE AT ST. JOHNS  
 SHEET: DD2.4.4

# THE COVE AT ST. JOHNS

**Atlanta Office:**  
 515 Peachtree Parkway  
 Building 300, Suite 2220  
 Marietta, Georgia 30067  
 770 209 8357  
 770 209 7050 FAX

**Jacksonville Office:**  
 4500 St Johns Road  
 Suite 301  
 Jacksonville, Florida 32218  
 904 245 6555  
 904 245 6554 FAX

**WAKEFIELD BEASLEY & ASSOCIATES**  
 ARCHITECTS INTERIORS



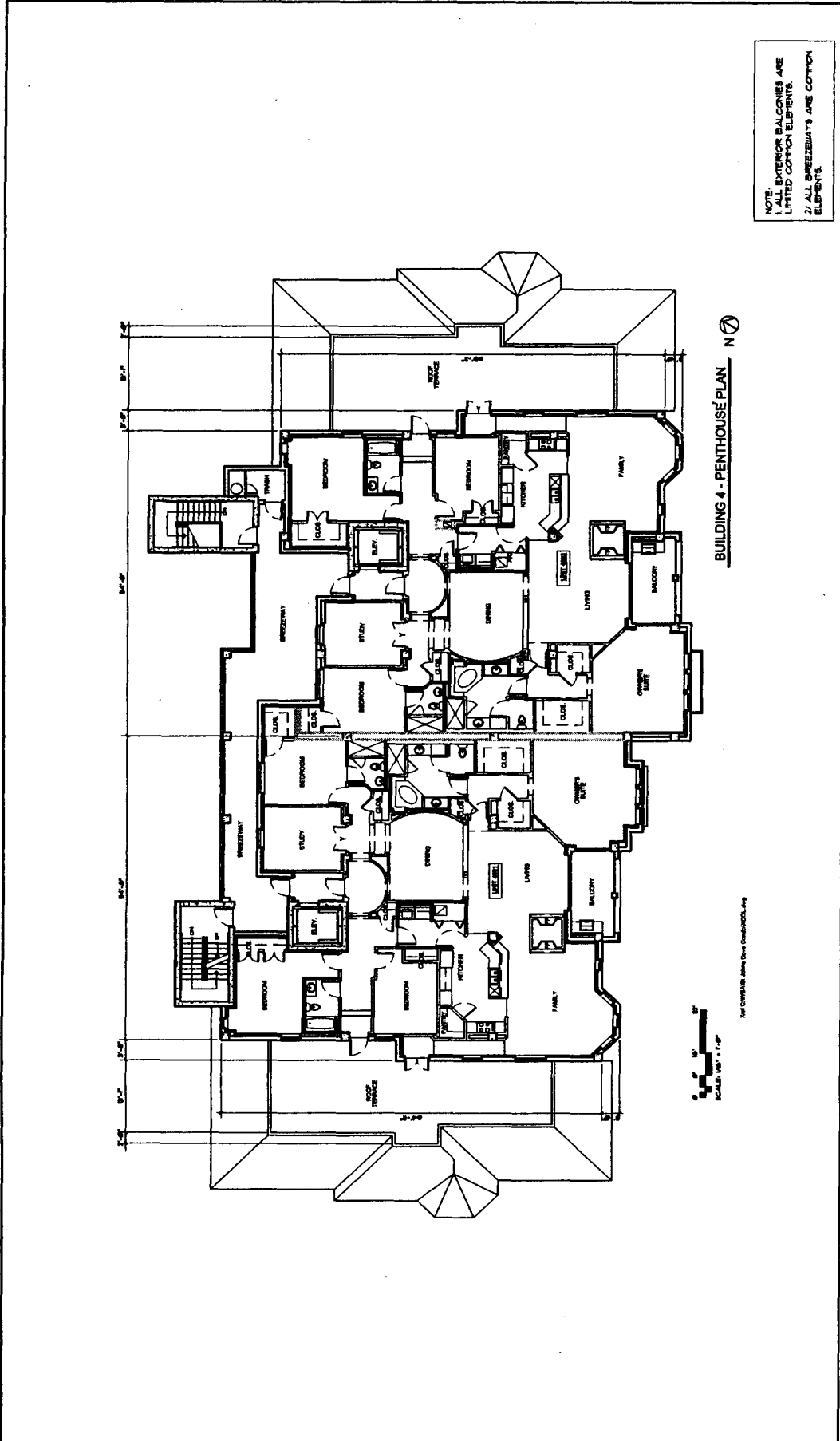
DATE: 03/18/88  
 3/18/88  
 04/18/88  
 FIFTH FLOOR PLAN  
 DD2.4.5

# THE COVE AT ST. JOHNS

**Atlanta Office:**  
 515 Peachtree Parkway  
 Building 300, Suite 3220  
 Roswell, Georgia 30082  
 770 289 8333 telex  
 770 289 7650 fax

**Jacksonville Office:**  
 4500 Salsbury Road  
 Suite 301  
 Jacksonville, Florida 32216  
 904 245 6565 telex  
 904 245 6581 fax

**WAKEFIELD  
 BEASLEY &  
 ASSOCIATES**  
 ARCHITECTS INTERIORS



# THE COVE AT ST. JOHNS

**Atlanta Office:**  
 5151 Peachtree Parkway  
 Building 104, Suite 220  
 Atlanta, Georgia 30682  
 770 269 8585  
 770 269 7050 FX

**Jacksonville Office:**  
 4500 Salisbury Road  
 Suite 301  
 Jacksonville, Florida 32216  
 904 245 8585  
 904 245 6584 FX

**WAKEFIELD  
 BEASLEY &  
 ASSOCIATES**  
 ARCHITECTS INTERIORS

**EXHIBIT "B"**  
**TO**  
**DECLARATION OF CONDOMINIUM**  
**FOR**  
**THE COVE AT ST JOHNS CONDOMINIUM**

PERCENTAGES FOR UNDIVIDED SHARE OF COMMON ELEMENTS AND MANNER OF SHARING COMMON EXPENSES AND COMMON SURPLUS

An undivided share of Common Elements, Common Expenses and Common Surplus for the Condominium, calculated on an square footage basis, has been assigned to each Unit, by Unit number or model, as follows:

Unit Type	Name	# of Units	Sq. Ft. Per Unit	Ownership Interest in Common Elements	Total Interest in Common Elements per Unit Type
A	San Marco West	18	2619	1.434660%	25.8239%
B	San Jose West	18	2051	1.123515%	20.2233%
C	San Jose East	18	2035	1.114751%	20.0655%
D	San Marco East	18	2674	1.464788%	26.3662%
PH-1	Epping West	2	3420	1.873439%	3.7469%
PH-2	Epping East	2	3445	1.887134%	3.7743%
					100.0000%

**EXHIBIT "C"**  
**ARTICLES OF INCORPORATION**  
**FOR**  
**THE COVE AT ST JOHNS CONDOMINIUM ASSOCIATION, INC.**

The Goodbys Creek, LLC, Inc., a Florida limited liability company, ("Developer") submits these Articles of Incorporation for The Cove at St Johns Condominium Association, Inc., a Florida not-for-profit corporation (the "Association").

**RECITALS:**

- A. Developer is the owner of all of the condominium units ("Units") in The Cove at St Johns Condominium, and therefore the sole member of the Association.
- B. Developer adopted these Articles of Incorporation at a meeting on which was held in compliance with Chapter 718, Florida Statutes.
- C. These Articles are hereby adopted for the Association.

**ARTICLE I**  
**NAME**

The name of the corporation is The Cove at St Johns Condominium Association, Inc., hereinafter referred to as the "Association." The address of the Association is 1548 The Greens Way, Suite #3, Jacksonville Beach, FL 32250.

**ARTICLE II**  
**REGISTERED AGENT**

The initial Registered Agent of the Association is Andrew Street. The street address of the Registered Agent is 8009 South Orange Avenue, Orlando, Florida 32809.

**ARTICLE III**  
**PURPOSES**

The Association does not contemplate pecuniary gain or profit to its members. The Association's specific purposes are to provide for the maintenance and preservation of the property ("Property") described in the Declaration of Condominium for The Cove at St Johns Condominium, recorded or to be recorded in the public records of Duval County, Florida (the "Declaration") for the mutual advantage and benefit of the members of this Association, who shall be owners of Units within the Property. To promote the health, safety and welfare of the owners of Units, the Association shall have and exercise the following authority and powers:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, which is hereby incorporated by reference, or by Chapter 718, Florida Statutes, as it may be amended from time to time (the "Condominium Act").
- (b) To acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain,

convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

(c) To borrow money and to mortgage, pledge or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred.

(d) To participate in mergers and consolidations with other nonprofit corporations organized for similar purposes.

(e) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida and serving as an association under the Condominium Act may now or hereafter have or exercise.

(f) To operate, maintain and manage the Surface Water or Stormwater Management System for The Cove at St Johns Condominium in a manner consistent with any permit requirements which may exist or other applicable rules, and shall assist in the enforcement of the Declaration of Condominium provisions which relate to the Surface Water or Stormwater Management System, and for that purpose the Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Surface Water or Stormwater Management System.

**ARTICLE IV  
MEMBERSHIP**

Every person or entity who is a record owner of a Unit within the Property shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

**ARTICLE V  
VOTING RIGHTS**

Each Unit is assigned one vote, to be exercised as determined by the owners of that Unit. However, until the occurrence of certain events as described in Section 5.3 of the Declaration, the Developer of the Condominium shall have the right to elect a majority of the members of the Board

**ARTICLE VI  
BOARD OF DIRECTORS**

The Board of Directors shall initially consist of three members, whose names and addresses are as follows:

<u>Name</u>	<u>Address</u>
Wallace R. Devlin, Sr.	1548 The Greens Way, Suite #3, Jacksonville Beach, FL 32250
Wallace R. Devlin, Jr.	1548 The Greens Way, Suite #3, Jacksonville Beach, FL 32250

Edward McCue

1548 The Greens Way, Suite #3,  
Jacksonville Beach, FL 32250

Subsequent directors shall be elected as provided in the Declaration.

**ARTICLE VII  
TERM OF EXISTENCE**

This corporation shall exist in perpetuity unless sooner dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Florida.

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida.

**ARTICLE VIII  
DISSOLUTION**

The Association may be dissolved with the assent in writing of not less than eighty percent (80%) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be distributed in accordance with the provisions of Article XIV of the Declaration of Condominium for Ocean Vistas.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

**ARTICLE IX  
OFFICERS**

Subject to the direction of the Board, the affairs of the Association shall be administered by its officers, as designated in the Bylaws of the Association. Said officers shall be elected annually by the Board. The names and addresses of the officers who shall serve until the first annual meeting of the Board are as follows:

Office  
President/Treasurer

Name and Address  
Wallace R. Devlin, Jr.  
1548 The Greens Way, Suite #3,  
Jacksonville Beach, FL 32250



**ARTICLE X  
AMENDMENTS**

The Association reserves the right to amend or repeal any of the provisions contained in these Articles by a seventy-five percent (75%) vote of the membership.

**ARTICLE XI  
SUPREMACY**

The Articles and the Bylaws are subject to the Declaration and in the event of a conflict, the Declaration shall govern. In the event of a conflict between the Articles and Bylaws, the Articles shall govern.

**ARTICLE XII  
INDEMNIFICATION**

The Association shall indemnify and hold harmless any and all of its present or former directors, officers, employees or agents, to the full extent permitted by law. Said indemnification shall include but not be limited to the expenses, including the cost of any judgments, fines, settlements and counsel's fees actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeal thereof, to which any such persons or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent as herein provided. The foregoing right of indemnification shall not affect any other rights to which any director, officer, employee or agent may be entitled as a matter of law or which he may be lawfully granted.

Notwithstanding the above, each director, officer, employee or agent of the Association shall be governed by, and shall comply with the provisions of the Condominium Act, the Declaration of Condominium, the documents creating the association, and the association bylaws and the provisions thereof. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the association or by a unit owner against the Association, directors designated by the developer (for actions taken by them prior to the time control of the association is assumed by unit owners other than the developer) or any director who willfully and knowingly fails to comply with the above referenced provisions.

**XIII  
AMENDMENT**

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of Directors, or by the Members of the Association owning ten percent (10%) of the voting interests in the Condominium, whether meeting as Members or acting by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or the Members, such proposed amendment or amendments will be transmitted to the President of the Association, or the acting chief executive officer in the absence of the President, who will thereupon call a special meeting of the Members of the Association for a date not sooner than fourteen (14) days or later than sixty (60) days from the receipt by him or her of the proposed

amendment or amendments, and it will be the duty of the Secretary to give each Member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice will be mailed or presented personally to each Member not less than fourteen (14) days nor more than sixty (60) days before the date set for such meeting. If mailed, such notice will be deemed to be properly given when deposited in the United States mail, addressed to the Member at his or her Post Office address as it appears on the records of the Association, with postage thereon prepaid. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, will be deemed equivalent to the giving of such notice to such Member. At such meeting or by written approval, the amendment or amendments proposed must be approved by an affirmative vote of the Members owning not less than two-thirds (2/3) of the voting interests in the Condominium in order for such amendment or amendments to become effective. The Members may signify their joinder and consent to an amendment by filing such joinder or consent prior to a duly convened meeting at which such amendment or amendments will be presented. Thereupon, such amendment or amendments of these Articles of Incorporation will be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Articles of Incorporation will be recorded in the public records of the County within thirty (30) days from the date on which the same is filed in the office of the Secretary of State of the State of Florida.

Notwithstanding the foregoing provisions of this Article XII, no amendment to these Articles of Incorporation which will abridge, amend, or alter the right of the Developer to designate and select members of the Board of Directors of the Association, as provided in Article VI hereof, may be adopted or become effective without the prior written consent of Developer, except as otherwise required by law.

#### **XIV FIDELITY BONDING**

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

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

**ARTICLE XV  
INCORPORATOR**

The incorporator of the corporation is Goodbys Creek, LLC, a Florida limited liability company, whose address is 1548 The Greens Way, Suite #3, Jacksonville Beach, FL 32250.

**IN WITNESS WHEREOF**, the incorporator of the Association has executed these Articles of Incorporation this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**WITNESSES:**

**Goodbys Creek, LLC,**  
a Florida corporation

\_\_\_\_\_  
Witness name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness name: \_\_\_\_\_

1548 The Greens Way, Suite #3  
Jacksonville Beach, FL 32250

\_\_\_\_\_  
Witness name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness name: \_\_\_\_\_

1548 The Greens Way, Suite #3  
Jacksonville Beach, FL 32250

\_\_\_\_\_  
Witness name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness name: \_\_\_\_\_

1548 The Greens Way, Suite #3  
Jacksonville Beach, FL 32250

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of **Goodbys Creek, LLC**, Inc., a Florida limited liability company, on behalf of the corporation. S/he is personally known to me.

\_\_\_\_\_  
Print name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
(Notarial Seal)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of **Goodbys Creek, LLC**, Inc., a Florida limited liability company, on behalf of the corporation. S/he is personally known to me.

\_\_\_\_\_  
Print name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
(Notarial Seal)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of **Goodbys Creek, LLC**, Inc., a Florida limited liability company, on behalf of the corporation. S/he is personally known to me.

\_\_\_\_\_  
Print name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
(Notarial Seal)

**REGISTERED AGENT CERTIFICATE**

Goodbys Creek, L.L.C., Inc., a Florida limited liability company has named Andrew Street, whose street address is 8009 South Orange Avenue, Orlando, Florida 32809, as its agent to accept service of process within the State of Florida.

**Goodbys Creek, LLC**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

\_\_\_\_\_  
**Andrew Street**

**EXHIBIT "D"**  
**BYLAWS**  
**FOR**  
**THE COVE AT ST JOHNSCONDOMINIUM ASSOCIATION, INC.**

**THE PROVISIONS OF CHAPTER 718, FLORIDA STATUTES (THE "CONDOMINIUM ACT") SHALL GOVERN AND CONTROL THE OPERATION OF THE COVE AT ST JOHNSCONDOMINIUM ASSOCIATION, INC. (THE "ASSOCIATION"), A CORPORATION NOT-FOR-PROFIT ORGANIZED UNDER FLORIDA LAW, WHEREVER APPLICABLE. WHERE THERE IS A CONFLICT BETWEEN THE FOLLOWING AND THE CONDOMINIUM ACT, THE CONDOMINIUM ACT GOVERNS, CONTROLS AND PREVAILS, AND THE FOLLOWING SHALL BE DEEMED TO BE AUTOMATICALLY AMENDED TO COMPLY WITH THE CONDOMINIUM ACT. UNLESS OTHERWISE PROVIDED IN THE CONDOMINIUM ACT, THE FOLLOWING SHALL APPLY AS THE ASSOCIATION BYLAWS:**

**ARTICLE I**  
**MEMBERS**

1.1 Membership. The members of the Association shall consist of the Owners of condominium units ("Units") in The Cove at St Johns Condominium located in Duval County, Florida, as described in the Declaration of Condominium recorded or to be recorded in the public records of Duval County, Florida (the "Declaration"). The membership of each Owner shall terminate when he ceases to be an Owner of a Unit. Upon the sale, transfer or other disposition of his ownership interest in a Unit, membership in the Association shall automatically be transferred to the new Unit Owner. The Association may issue certificates evidencing membership.

1.2 Shares; Votes. Each member shall have an interest in the funds and assets of the Association as set out in the Declaration. Since a Unit Owner may be more than one person, if only one of those persons is present at a meeting of the Association, that person shall be entitled to cast the vote appertaining to that Unit; however, if more than one of those persons is present, the vote appertaining to that Unit shall be cast only in accordance with their unanimous agreement, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting.

1.3 Quorum. Members present in person, telephone conference or by proxy shall be counted toward a quorum. At all membership meetings, annual or special, a quorum shall be deemed present throughout any meeting until adjourned if members entitled to cast more than one-third (a) of the votes of the Association are present in person, telephone conference or by proxy at the beginning of such meeting. If a quorum is present, the affirmative vote of members in attendance in person, by telephone or by proxy holding at least a majority of the votes of the members represented shall be the act of the members. For purposes of these Bylaws, "majority" shall mean more than fifty (50%) percent. Provided, however, the foregoing provisions of this Bylaw to the contrary notwithstanding, any action, which by law or pursuant to the provisions of the Declaration requires the assent of a special percentage of the votes of the members greater than that herein specified, shall not be

considered the act of the members unless such requisite percentage so prescribed by law or by the Declaration is obtained.

1.4 Proxies. Proxies shall be (i) limited proxy unless general proxy is required by the Condominium Act; (ii) in writing; (iii) are revocable at any time at the pleasure of the member executing it; (iv) are valid only for the particular meeting designated and any lawfully adjourned meetings thereof (but in no event shall a proxy be valid for more than 90 days after the date of the first meeting for which it was given); and (v) must be filed with the Secretary before the appointed time of the meeting. The transfer of a Unit voids all outstanding proxies pertaining to the voting rights appurtenant to that Unit. No proxy, limited or general, shall be used in the election of board members.

## **ARTICLE II MEETINGS OF MEMBERSHIP**

2.1 Rules. The meetings of the membership shall be held in accordance with the provisions of the Declaration and, subject to the Declaration, in accordance with these By-Laws. Except where in conflict with the Declaration, Roberts Rules of Order (as amended) shall govern the conduct of all membership meetings.

2.2 Annual Meeting. The annual meeting of the Association membership shall be held at the offices of the Association or at such other place in the state of Florida as shall be designated by the Board or the President of the Association. The annual meeting shall be held on the third Wednesday of November of each year unless otherwise determined by the Board.

2.3 Special Meetings. Unless specifically provided otherwise herein or in the Declaration, meetings of the membership shall be held when directed by the President or the Board or when requested in writing by members holding a majority of the votes having the right to vote at such meeting. However, if a board adopts, in any fiscal year, an annual budget which requires assessments against unit owners which exceed 115 percent of assessments for the preceding fiscal year, the board shall conduct a special meeting of the unit owners to consider a substitute budget if the board receives, within 21 days after adoption of the annual budget, a written request for a special meeting from at least 10 percent of all voting interests. The secretary shall issue the call for the meeting. Unless by consent of at least seventy-five (75%) percent of the votes of the membership present in person, by telephone conference or by proxy (but only if and as allowed by the Condominium Act), only the business stated in the notice may be transacted at a special meeting.

2.4 Notice. Notice of all members' meetings, regular or special, shall be given in conformity with the requirements of the Condominium Act or the Declaration or, if not specified there, then by the President, Vice President or Secretary of the Association to each member unless waived in writing. Such notices shall be mailed or personally delivered to each member in conformity with the requirements of the Condominium Act or the Declaration or, if not specified there, not less than fourteen (14) and not more than sixty (60) days prior to the meeting, except in an emergency, in which case the Board shall give such notice as is reasonable under the circumstances.

Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, to

each unit entitled to a vote, a first notice of the election to take place at the annual meeting. All Owners or other eligible persons desiring to be a candidate for the Board must give written notice not less than forty (40) days before a scheduled election. The Association shall then deliver a second notice of the annual meeting along with the ballot listing all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8<sup>1</sup>/<sub>2</sub> inches by 11 inches, which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. The Association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper.

In addition, except in an emergency, when such notice requirement shall be waived, written notice shall be posted at a conspicuous place on the Common Elements in conformity with the requirements of the Condominium Act and the Declaration or, if not specified there, then not less than the forty-eight (48) continuous hours prior to any special meeting and not less than the fourteen (14) continuous days prior to the annual meeting.

2.5 Waiver. Any member may waive notice of a meeting or consent to the holding of a meeting without notice or consent to action taken without a meeting, by execution of a waiver or consent in writing. Such waiver or consent may be executed prior to, at, or subsequent to the meeting or Association action to which the waiver or consent relates. Attendance at a meeting, either in person, by telephone conference or by proxy (but only if and as allowed by the Condominium Act), shall of itself constitute a waiver of notices. A recitation in the minutes of any membership meeting that notice of such meeting was properly given shall be prima facie evidence that such notice was so given.

2.6 Action Without Meeting. Certain actions required to be taken by vote or assent of the Members may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) in the manner described in Section 6.1(d) of the Declaration. Any action so approved shall have the same effect as though taken at a meeting of the Members, and such approval shall be duly filed in the minute book of the Association.

2.7 Telephone Conferences. Members present by telephone conference shall be considered as present at a meeting for the purposes of a quorum, and may vote in any matters presented for a vote of the membership.

2.8 Adjourned Meetings. Any meetings of the membership which cannot be organized because a quorum has not attended, may be adjourned from time to time by the vote of a majority of the members present in person, by telephone or represented by proxy (but only if and as allowed by the Condominium Act). When any membership meeting, either annual or special, is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of any original meeting. Except as aforesaid, it shall not be necessary to give any notice of any adjournment or of the business to be transacted at any adjourned meeting, other than by an announcement at the meeting at which such adjournment is taken.



**ARTICLE III  
BOARD OF DIRECTORS**

3.1 **Election.** The Board of Directors ("Board") of the Association shall consist of not less than three persons who shall be originally appointed as provided in the Articles of Incorporation ("Articles"). Thereafter directors shall be elected in accordance with the provisions of the Declaration.

3.2 **Term.** Directors shall hold office for a term of two (2) years. A Director may be elected to a one-year term to permit staggered terms. Directors may be elected for successive terms.

3.3 **Qualifications.** Except with respect to Directors appointed by the Declarant, Directors must be Owners in the Condominium at all times during their service as Directors, and any such Director who ceases to be an Owner shall not be eligible to serve as a Director. Subject to the foregoing provisions of this Section, the term "Owner" shall be deemed to include, without limitation, any shareholder, director, officer, partner in, or trustee of a person which is either alone or in conjunction with any other person or persons, an Owner. Any individual who would not be eligible to serve as a member of the Board were he not a shareholder, director, officer, partner in, or trustee of such a person, shall be deemed to have disqualified himself from continuing in office if he ceases to have any such affiliation with that person.

3.4 **Vacancy.** If less than a majority of the existing board is recalled at the meeting, no election of replacement board members shall be conducted at the unit owner meeting as the existing board may, in its discretion, fill these vacancies, subject to the provisions of Section 718.301, Florida Statutes, and Rules 61B-23.003 and 61B-23.0026, Florida Administrative Code, by the affirmative vote of the remaining board members. In the alternative, if less than a majority of the existing board is recalled at the unit owner meeting, the board may call and conduct an election which meets the requirements of Section 718.112(2)(d), Florida Statutes, and Rule 61B-23.0021, Florida Administrative Code, to fill a vacancy or vacancies. If a majority or more of the existing board is recalled at the meeting, an election, which is subject to the provisions of Section 718.301, Florida Statutes, and Rules 61B-23.003 and 61B-23.0026, Florida Administrative Code, shall be conducted at the recall meeting to fill vacancies on the board occurring as a result of recall. The voting interests may vote in person or by limited proxy to elect replacement board members in an amount equal to the number of recalled board members.

3.5 **Meetings.** An annual meeting of the Board shall be held immediately following the annual meeting of the membership and at the same place. Special meetings of the Board shall be held upon call by the President or a majority of the Board on not less than forty-eight (48) hours notice in writing to each director, unless the Board determines an emergency to exist, in which event the Board shall give such notice as is reasonable under the circumstances. All meetings of the Board shall be open to all members and, except in an emergency as provided above, notices of all meetings shall be posted in a conspicuous place on the Common Elements at least the 48 continuous hours prior to the meeting. There shall be a minimum of at least one (1) day between special meetings of the Board (which is not to mean that the same special meeting may not be adjourned and reconvened within the same day).

3.6 Waiver. Any director may waive notice of a meeting or consent to the holding of a meeting without notice or consent to any action of the Board without a meeting. Such waiver or consent may be executed prior to, at, or subsequent to the meeting or Board action to which the waiver or consent relates.

3.7 Quorum. A quorum for the transaction of business shall consist of at least half of the directors present in person or by telephone conference. However, less than a quorum may adjourn a meeting from time to time. A majority of directors who are present at any meeting where a quorum is present shall decide any question before the meeting.

3.8 Removal. Directors elected by the Members may be removed as provided in the Declaration.

3.9 Compensation. Directors shall receive no compensation for their services unless expressly provided for in resolutions duly adopted by the members.

3.10 Powers and Duties. The Board shall have the following powers and duties:

(a) To elect the officers of the Association as hereinafter provided;

(b) To administer the affairs of the Association and the Condominium and formulate policies for such purposes;

(c) To adopt administrative rules and regulations governing the administration, management, operation and use of the Condominium and to amend such rules and regulations from time to time;

(d) To provide for the maintenance, repair and replacement of those parts of the Condominium stated in the Declaration to be maintained by the Association;

(e) To provide for the designation, hiring and removal of employees and other personnel or service companies, including a property manager, to engage or contract for the services of others, to make purchases for the maintenance, repair, replacement, administration, management and operation of the Condominium and to delegate any such powers to the employees or agents of the Association;

(f) To estimate the amount of the annual budget, to provide the manner of assessing and collecting from the members their respective shares of such estimated expenses as hereinafter provided and to assess any supplemental assessment as the Board shall deem necessary;

(g) Unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the members as expressed in a resolution duly adopted at any annual or special meeting of the members; and

(h) To exercise all other powers and duties of the Board provided for in the Declaration and the Articles.

(i) To grant permits, licenses and easements over the Common Elements for utilities, roads and other purposes necessary for the proper operation of the Condominium.

**ARTICLE IV  
OFFICERS**

4.1 Election. Subject to the provisions of the Declaration and Association Articles of Incorporation, at each annual meeting of the Board, the Board shall elect the following officers of the Association:

(a) A President, who shall be a director, shall preside over the meetings of the Board and of the Association and shall be the chief executive officer of the Association. In the recess of the Board, the President shall have general control and management of the business and affairs of the Association;

(b) One or more Vice Presidents, who shall in the absence or disability of the President, perform the duties and exercise the powers of the President;

(c) A Secretary, who shall keep the minutes of all meetings of the Board and of the membership and who shall perform all the duties generally incident to the office of Secretary;

(d) A Treasurer, who shall cause to be kept the financial records and books of account of the Association; and

(e) Such additional officers as the Board shall see fit to elect. An individual may hold more than one position.

4.2 Powers. The officers shall have the general powers usually vested in such officers of a not-for-profit corporation, provided that the Board may delegate any specific powers to any officer or impose such limitations or restrictions upon the powers of any officer as the Board may deem necessary.

4.3 Term. Each officer shall hold office for the term of one year and until his successor shall have been elected and qualified.

4.4 Removal. All officers shall serve at the pleasure of the Board and any officer may be removed at any time, with or without cause, by the affirmative vote of a majority of the whole Board.

4.5 Vacancy. Vacancies in any office shall be filled by the Board at special meetings thereof.

4.6 Compensation. Officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the members.

**ARTICLE V  
RECORDS**

5.1 Accounting. The Board shall maintain accounting records according to generally accepted accounting practices, which records shall be open to inspection by members at reasonable times and upon reasonable notice. These accounting records shall include a record of receipts and

expenditures and a separate account for each Owner showing the assessments charged to and paid by such Owner. Within sixty (60) days after the end of each year covered by an annual budget, the Board shall cause to be furnished to each Member a statement for such year showing the receipts and expenditures and such other information as the Board may deem desirable. Upon reasonable notice to the Board, any member shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such member.

5.2 Meetings. The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any member at reasonable times and upon reasonable notice.

5.3 Condominium Documents. The Association shall keep current copies of the Declaration, Articles, Bylaws and Rules and Regulations as well as its own books, records and financial statements available for inspection by members or by Mortgagees during normal business hours.

5.4 Financial Reports. Within the time requirements of Section 718.111(13) of the Condominium Act, the Association shall cause to be prepared and delivered to the Unit Owners the Financial Reports required by said Section.

## **ARTICLE VI AMENDMENT**

Declarant may amend these Bylaws unilaterally for the reasons set forth in Section 13.3 of the Declaration. Also, these Bylaws may be amended by the members of the Association at any regular or special meeting; provided, however, that notice shall be given to all members not less than thirty (30) days in advance of the meeting setting forth the purpose of the meeting. If a quorum is present, the affirmative vote of a majority of the votes of members represented at the meeting shall be the vote of the members. Notwithstanding the foregoing, those provisions of these Bylaws, which are governed by the Declaration or by Florida law, may not be amended, repealed or altered except as provided in the Declaration or by applicable law. Provided, further, any provision in these Bylaws or the Declaration to the contrary notwithstanding, written notice of any meeting being called for the purpose of amending these Bylaws shall be sent to Mortgagees not less than thirty (30) days in advance of the meeting setting forth the purpose of the meeting. Further, no material amendment shall be made to these Bylaws without the prior written approval of all Mortgagees and no amendment shall be made to these Bylaws without the consent of Declarant so long as Declarant owns any Unit in the Condominium. All amendments of these By-Laws shall be duly recorded as an exhibit to the Declaration in the public records of Duval County, Florida.

## **ARTICLE VII SUPREMACY**

In the event of a conflict among the Bylaws, Articles or Declaration, the Declaration shall control, followed by the Articles and then Bylaws. Wherever different or additional requirements are required by the Condominium Act, then such different or additional requirements shall control.

**ARTICLE VIII  
MISCELLANEOUS**

8.1 Right of Entry. The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration of Condominium for The Cove at St Johns or as necessary to prevent damage to the Common Elements or to a Unit or Units.

8.2 Definitions. Unless the context shall otherwise require, words or phrases used herein which are defined in the Condominium Act or the Declaration shall have the same meaning as therein set forth.

8.3 Notices to Association. A member who Mortgages his Unit, or executes and delivers, or assumes or purchases his Unit subject to any Mortgage which shall be or become a lien on his Unit, shall notify the Secretary of the Association of the name and address of the holder of any such Mortgage, and thereby authorize the Association to furnish such information as such Mortgagee may request respecting unpaid assessments, taxes or other information concerning such Unit or as may be provided by the Declaration.

8.4 Notices by Association. Unless otherwise provided by the Condominium Act or the Declaration, whenever any notice by the Association to a member is required or permitted under these Bylaws, such notice shall be in writing and delivered personally or sent by United States mail, postage prepaid, to the member at such address as such member may have designated with the Secretary of the Association, or, if no other address has been so designated, at the address of such member's Unit. Notice shall be considered given when delivered personally or on the third business day following the date upon which such notice is so deposited in the United States mail.

8.5 Statutory Provisions Included. All provisions of section 718.112(2)(a) through (m), FS, are deemed to be included in these Bylaws.

**MORTGAGEE CONSENT AND JOINDER**

The undersigned hereby consents to and joins in the foregoing Declaration of Condominium for **THE COVE AT ST. JOHNS** Condominium and agrees that (i) that certain Mortgage and Security Agreement December 17, 2003, and recorded in Official Records Book 11546, page 44, as modified by Notice of Future Advance and Mortgage Modification Agreement dated December 15, 2004, and recorded in Official Records Book 12342, page 1985, as further modified by Second Notice of Future Advance and Mortgage Modification Agreement dated October 31, 2005 and recorded in Official Records Book 12877, page 805, all of the public records of Duval County, Florida, (ii) that certain Mortgage and Security Agreement dated October 31, 2005 and recorded in Official Records Book 12877, page 813 of the public records of Duval County, Florida, and (iii) that certain Mortgage and Security Agreement dated October 31, 2005 and recorded in Official Records Book 12877, page 837 of the public records of Duval County, Florida are subordinate and inferior to said Declaration.

Witnesses:

“MORTGAGEE”

FAIRFIELD FINANCIAL SERVICES, INC.,  
a Georgia corporation

Angela Barentine  
Name: Angela Barentine

Christie S Fuller  
Name: Christie S Fuller

By: Bonnie A. Glass  
Name: BONNIE A. GLASS, SR. VICE PRESIDENT  
Title: \_\_\_\_\_

STATE OF GEORGIA  
COUNTY OF Bibb

The foregoing instrument was hereby acknowledged before me this 8<sup>th</sup> day of November, 2005, by Bonnie A. Glass, who is a Sr. Vice President of Fairfield Financial Services, Inc., a Georgia corporation, on behalf of the corporation. He/She is personally known to me.

Mindy M. Hendricks  
Print Name: \_\_\_\_\_  
Notary Public, State of Georgia  
My Commission Expires: \_\_\_\_\_  
(Notarial Seal)

