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DECLARATION OF CONDOMINIUM
FOR
VILLAS AT MARSH LANDING CONDOMINIUM

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**DECLARATION OF CONDOMINIUM
FOR
VILLAS AT MARSH LANDING CONDOMINIUM**

THIS DECLARATION is made on the date set forth below by VILLAS AT MARSH LANDING, LLC, a Florida limited liability company (hereinafter "Developer"), the owner of fee simple title to certain real property described in paragraph 3 of this Declaration.

1. SUBMISSION TO CONDOMINIUM OWNERSHIP.

The Developer hereby submits to the condominium form of ownership and use the Land described in paragraph 3 of this Declaration, together with all improvements now and hereafter erected or to be installed thereon and the easements and rights appurtenant thereto pursuant to the Florida Condominium Act as it exists on the date hereof.

2. NAME.

The name by which this condominium is to be identified is VILLAS AT MARSH LANDING CONDOMINIUM (hereafter the "Condominium").

3. THE LAND.

The Land submitted to the condominium is located in Duval County, Florida, being more particularly described in Exhibit "A", which exhibit is attached hereto and incorporated herein by this reference. A survey of the Land is attached as part of Exhibit "C", which exhibit is attached hereto and incorporated herein by this reference.

4. PROPERTY SUBJECT TO CERTAIN RESTRICTIONS AND EASEMENTS.

The Condominium Property (as described hereinafter) is subject to the covenants, restrictions, easements and reserved rights of the Developer contained in this Declaration. The Condominium Property is also subject to:

(a) Easement for Drainage dated November 29, 1954, granted to East Duval County Mosquito Control District recorded in Deed Book 1740, Page 202, of the current Public Records of Duval County, Florida.

(b) Declaration of Easement for ingress and egress in favor of Gene Branscome dated September 28, 1984, recorded in Official Records Volume 5864, Page 946, of the current Public Records of Duval County, Florida (as to Parcel Two described in Exhibit B of the 1990 Easement only).

(c) Grant of Easement for ingress and egress in favor of Multitech Corporation, a Florida corporation, dated December 22, 1986, recorded in Official Records

Volume 6275, Page 275, of the current Public Records of Duval County, Florida, a partial termination of which is recorded in Official Records Volume 6621, Page 482, of the current Public Records of Duval County, Florida (as to Parcel Two described in Exhibit B of the 1990 Easement only).

(d) Grant of Easement for ingress and egress in favor of Marsh Landing Venture, Ltd., a Florida limited partnership, dated October 10, 1988, recorded in Official Records Volume 6621, Page 475, of the current Public Records of Duval County, Florida (as to Parcel Two described in Exhibit B of the 1990 Easement only).

(e) Declaration recorded in Official Records Book 6662, Page 1517, as modified by Official Records Book 7021, Page 1971, Official Records Book 7947, Page 1191, and Official Records Book 8509, Page 991, all of the Public Records of Duval County, Florida (as to Parcels One and Two described in Exhibit B of the 1990 Easement only).

(f) Utility Easement dated November 22, 1991, recorded in Official Records Book 7496, Page 795, of the Public Records of Duval County, Florida.

(g) Terms and conditions of Easement dated December 27, 1990, recorded in Official Records Book 7021, Page 1978, of the Public Records of Duval County, Florida.

(h) such other easements as shown on the Survey, as contained in any future amendments to this Declaration, or as declared by the Developer pursuant to reserved rights contained herein.

5. DEFINITIONS.

Generally, terms used in the Bylaws and the Articles of Incorporation shall have their normal generally accepted meanings or the meanings given in the Act. Unless the context otherwise requires, certain terms used in the Declaration, the Bylaws, and the Articles of Incorporation shall be defined as follows:

(a) "Access Easement Agreement" shall mean that certain Easement Agreement for Ingress and Egress between Marsh Landing Business Park, Ltd., and Pacific Mutual Life Insurance Company, dated December 27, 1990, recorded in Official Records Book 7021, Page 1978 *et seq.*, of the Public Records of Duval County, Florida.

(b) "Act" or "Condominium Act" or "Florida Condominium Act" means the Florida Condominium Act (Chapter 718, Florida Statutes) as it exists on the date hereof and as amended from time to time.

(c) "Articles" or "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as may be amended from time to time. A certified copy of the original Articles of Incorporation are attached hereto as Exhibit "E".

(d) "Architectural Review Committee" or "ARC" shall mean the committee established to exercise the architectural review powers set forth in Paragraph 16 hereof.

(e) "Area of Common Responsibility" shall mean and refer to the Common Elements, together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any other person or entity become the responsibility of the Association.

(f) "Assessment," as further described and defined in Paragraphs 18 and 19 hereof, shall mean a share of the funds required for the payment of Common Expenses as provided in this Declaration and which from time to time is assessed against the Unit Owner.

(g) "Association" or "Condominium Association" shall mean VILLAS AT MARSH LANDING CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, the sole entity responsible for the operation of the Condominium. Where utilized herein or in the exhibits attached hereto, the term "Corporation" shall be deemed to be synonymous with the term "Association."

(h) "Association Property" shall mean the property, real and personal, in which title or ownership is vested in, or which is dedicated on a recorded plat or leased to, the Association for the use and benefit of its members.

(i) "Building" shall mean the structure within which the Units and certain Common Elements are located on the Condominium Property.

(j) "Board of Directors," or "Board" shall mean the Board of Directors of the Association.

(k) "Bylaws" shall mean the Bylaws of the Association, as may be amended from time to time. A copy of the original Bylaws are attached hereto as Exhibit "F".

(l) "Commercial Unit" shall mean any space shown on the Floor Plans for the Condominium marked as "Commercial Unit" or "CU", which Floor Plans are attached hereto as Exhibit "D".

(m) "Common Elements" shall mean and include the portions of the Condominium Property which are not included within a Unit, as more particularly described in this Declaration.

(n) "Common Expenses" shall mean all expenses incurred or anticipated to be incurred by the Association for the general benefit of the Condominium, including but not limited to, those expenses incurred for maintaining, repairing, replacing, and operating the Common Elements, including maintenance costs as required pursuant to the Access Easement Agreement. "Common Expenses" shall include the expense of installation, replacement, operation, repairs and maintenance of hurricane shutters in accordance with Section 718.115(1)(c) of the Act, and the cost of a master television antenna system or duly franchised cable television service obtained pursuant to a bulk contract or other provider of television

signals on a bulk basis. For all purposes of this Declaration, "Common Expenses" shall also include all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended.

(o) "Common Surplus" shall mean the excess of all receipts of the Association collected on behalf of the Association (including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements), over and above the amount of Common Expenses.

(p) "Condominium Instruments" shall mean this Declaration and all Exhibits to this Declaration, including but not limited to the Bylaws of the Association, the Articles of Incorporation, the Survey and Floor Plans, all as may be supplemented or amended from time to time.

(q) "Condominium Parcel" shall mean a Unit together with the undivided share in the Common Elements and the Common Surplus which is appurtenant to the Unit.

(r) "Condominium Property" shall mean the Land described in Exhibit "A" and the improvements constructed thereon which have been submitted to condominium ownership under this Declaration.

(s) "County" shall mean Duval County, State of Florida.

(t) "Declaration" or "Declaration of Condominium" shall mean this instrument, as it may be amended from time to time.

(u) "Developer" shall mean Villas at Marsh Landing, LLC, a Florida limited liability company, and its successors and its assigns or any other individual or entity that qualifies as a Developer pursuant to Florida Administration Code, Section 61B - 15.007.

(v) "Floor Plans" shall mean the floor plans for Villas at March Landing Condominium prepared by The Brown Group Architects, Inc., and required by Section 718.104 of the Act, which Floor Plans are attached hereto as Exhibit "D" and are incorporated herein by this reference.

(w) "Institutional First Mortgagee" shall mean a bank, savings and loan association, insurance company, credit union, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagee(s) of Units with regard to at least 51% of the voting interests which are appurtenant to Units subject to mortgages held by Institutional First Mortgagees.

(x) "Limited Common Elements" shall mean a portion of the Common Elements, the exclusive use of which is reserved to a certain Unit or Units to the exclusion of other Units, as same are shown on the Survey or are specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

(y) "Management Firm" means and refers to Julian LeCraw & Company, Inc., a Georgia corporation, and its successors and assigns, or any person or entity contracted by the Association to perform management functions for and on behalf of the Association.

(z) "Occupant" means and refers to a person (be it an Owner or a tenant or lessee of an Owner) who resides in a Unit. Where the context dictates, an Occupant shall also be deemed to include the family members, occasional social guests, tenants, licensees and invitees.

(aa) "Residential Unit" shall mean all Units except for any Commercial Unit as defined above.

(bb) "Survey" shall mean the survey/plot plan for Villas at Marsh Landing Condominium, prepared by R. E. Holland Associates, Inc., required by Section 718.104 of the Act, which Survey is attached hereto as Exhibit "C" and is incorporated herein by this reference.

(cc) "Unit" shall mean and refers to that portion of the Condominium Property which is subject to exclusive ownership and use as more particularly described in this Declaration.

(dd) "Unit Owner" or "Owner of a Unit" or "Owner" shall mean the record owner of legal title to a Condominium Parcel.

(ee) "Voting Interest" shall mean the voting rights distributed to Association members pursuant to the Declaration.

6. DESCRIPTION OF CONDOMINIUM

(a) Identification of Units. The Condominium shall contain one hundred ninety-two (192) Residential Units and two (2) Commercial Units. A graphic description of the buildings in which Units are located, including an identification of each Unit by a separate numerical designation is shown on the Survey and/or Floor Plans attached as Exhibits "C" and "D", respectively. The Survey and Floor Plans, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. Time-share estates or interests will not be created with respect to any of the Units in the Condominium.

7. UNITS AND BOUNDARIES.

Each Unit consists of a residential dwelling or commercial space, as applicable, and its appurtenant percentage of undivided interest in the Common Elements and Common Surplus. Each Unit shall be subject to the Act and the Condominium Instruments. Each Unit is depicted on the Survey and Floor Plans. Each Unit includes that part of the structure which lies within the following boundaries:

(a) Vertical Boundaries. The perimetrical or vertical boundaries of each Unit shall be the vertical planes formed by the outermost, unexposed, unfinished surfaces of the walls of the Unit. The vertical boundaries include the wallboard or other material comprising the wall of the Unit as it extends to its intersections with the upper and lower horizontal boundaries of the Unit.

(b) Horizontal Boundaries.

(i) If the Unit is on the top floor of the building, the upper horizontal boundary of such Unit is the uppermost, unfinished, unexposed surface of the wallboard or other material comprising the ceiling of the Unit, with such material constituting part of the Unit. The lower horizontal boundary of such Unit is the lowermost surface of the wood floor truss structure comprising the subflooring of the Unit, with the flooring and subflooring constituting part of the Unit.

(ii) If the Unit is on the bottom floor of the building, the upper horizontal boundary of such Unit is the lowermost surface of the wood floor truss system comprising the subflooring of the Unit above, with the subflooring of the Unit above not constituting part of the Unit below. The lower horizontal boundary of such Unit is the uppermost surface of the concrete slab on which the Unit is constructed, with the flooring, if any, constituting part of the Unit and the concrete subflooring and building foundation not constituting part of the Unit.

(c) Additional Information to Interpret Unit Boundaries. Entry doors and exterior glass surfaces, including, but not limited to, windows and glass doors, serving the Unit shall be included within the boundaries of the Unit. Heating and air conditioning systems serving a single Unit (including any part of such system located outside the boundaries of the Unit), all duct work for heating and air conditioning systems and appliances and plumbing fixtures within a Unit shall be part of the Unit.

If any chutes, flues, ducts, conduits, wires, pipes or other apparatus lies within and partially outside of the designated boundaries of the Unit, any portion thereof which serves only that Unit shall be deemed to be a part of that Unit, while any portions thereof which serve more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements except that any chimney and fireplace flue shall not be deemed part of a Unit, but shall be considered a Limited Common Element assigned to such Unit as set forth below.

(d) Appurtenances to Units. The ownership of each Unit shall include and there shall pass with a Unit as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be the Limited Common Elements for such Unit; (c) an exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in air space which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration or the Act.

8. COMMON ELEMENTS.

The Common Elements consist of all portions of the Condominium Property not located within the boundaries of a Unit. The Common Elements include all Limited Common Elements as described in Paragraph 9 herein and further, without limitation,

(a) Easements over, under, across, and through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to the Units and the Common Elements;

(b) An easement of support in every portion of a Unit which contributes to the support of any other Unit or the Building;

(c) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements;

(d) The appurtenant easement interest for ingress and egress as set forth in the Access Easement Agreement as defined herein and as more particularly described in Exhibit "A" to this Declaration;

(e) Certain utilities, fences and lighting for same, paving, walls, retaining walls, seawalls, the foundation, roofs, skylights and exterior walls of the buildings, clubhouse (not including the Commercial Units located within the clubhouse as depicted on the Survey and Floor Plans), including covered deck and porch, fitness center and business center, including all equipment and furniture for same, pool, spa, pool bathrooms, grill area, mail box structures, limited access gated entry system, fences, landscape areas, outside parking area and lighting for same, uncovered parking spaces, parking garage buildings, storm water management system (including but not limited to pumps, drain lines, drop inlets, and lift stations), mitigation areas, bulkheads, marsh areas, sprinkler system, driveways including bridges, sidewalks, lakes, directory signs, entry feature including signs, dumpsters, all other lighting, personal property, equipment and furniture in any Common Element of the Condominium buildings.

(f) Additions, Alterations or Improvements to the Common Elements by the Association. Whenever, in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished

from maintenance, repairs and replacements) costing in excess of \$25,000.00 in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by the Owners of a majority of the Units represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate \$25,000.00 or less in a calendar year may be made by the Board of Directors without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall be as a "Capital Improvement Assessment" of the Unit Owners as provided in Section 18 of this Declaration. For purposes of this Section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is made beyond that year.

9. 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 from such Unit and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, cannot be conveyed or encumbered, except together with such Unit. 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 be undertaken, except as provided herein with respect to termination of the Condominium.

10. LIMITED COMMON ELEMENTS.

(a) The Limited Common Elements located on the Condominium and the Unit(s) to which they are assigned are:

(i) the portion of the Common Elements on which there is located any portion of the air conditioning or heating system exclusively serving a particular Unit or Units is assigned as Limited Common Element to the Unit or Units so served;

(ii) any utility meter not owned by the utility company, if any, which serves only one Unit is assigned as a Limited Common Element to the Unit so served;

(iii) any screen porch attached to and serving only one (1) Unit is assigned as a Limited Common Element to the Unit to which it is attached and which it serves;

(iv) any front porch and steps as shown on the Floor Plans attached to and serving only one (1) Unit is assigned as a Limited Common Element to the Unit to which it is attached and which it serves;

(v) any steps and/or front porch as shown on the Floor Plans serving more than one (1) but less than all Units, as shown on the Floor Plans, are assigned as Limited Common Elements to the Units which they serve;

(vi) any chimney and fireplace flue adjoined and connected to a Unit or Units are assigned as Limited Common Elements to the Unit or Units to which they are adjoined and connected;

(vii) each Unit is assigned one (1) mailbox or mail slot; and

(viii) any hurricane shutters affixed to the exterior of a building serving a particular Unit is assigned to the Unit so served.

(ix) any covered parking space within a garage building ("Garage Space") assigned by Developer for additional consideration, in its sole discretion, as a Limited Common Element, each of which is more particularly described and numbered in Exhibit "C" attached hereto. As long as the Developer owns any Unit primarily for the purpose of sale, Developer may assign to the Owner of a Unit Garage Spaces which have not been previously assigned to another Unit for additional consideration to Developer until Developer has assigned all Garage Spaces. All assignments of Garage Spaces shall be made by separate instrument or in the deed of conveyance of the Unit. Upon assignment, each Garage Space so assigned shall be deemed to be a Limited Common Element of the Unit and the Unit Owner's right to use of such Garage Space shall become an appurtenance to the Unit and may be encumbered or conveyed thereafter as an appurtenance to said Unit without specific reference to such Garage Space. After exclusive use of such Garage Space is assigned by Developer, it may not be assigned, conveyed or encumbered except as an appurtenance to the Unit to which it is assigned, except that it may be separately assigned to the Association, and thereafter assigned by the Association, in its sole discretion, to another Unit Owner. Notwithstanding the foregoing, a Unit Owner may convey or transfer the exclusive use of a Garage Space (i) to the purchaser of such Unit Owner's Unit, or (ii) to another Unit Owner. Provided that with respect to a conveyance or transfer of the exclusive use of the Garage Space under (ii) above, such conveyance or transfer shall be approved in writing by the Association, which approval shall not be unreasonably withheld. Any such conveyance or transfer shall be by written instrument executed with the formalities of a deed and recorded in the public records of Duval County, Florida. Failure to so record the conveyance or transfer of the exclusive right to use a Garage Space and the written consent of the Association thereto, if required, shall render the transfer or conveyance null and void. So long as unassigned, any Garage Space may be used by Developer and leased, pending assignment.

11. ASSOCIATION MEMBERSHIP AND ALLOCATION OF VOTES.

All Unit Owners, by virtue of their ownership of a fee or undivided fee interest in any Unit in the Condominium, excluding Persons holding such interest under a Mortgage, are members of the Villas at March Landing Condominium Association, Inc., and, except as otherwise provided herein or in the Bylaws, shall be entitled to vote on all matters upon which

members of the Association are entitled to vote pursuant to the Declaration and in accordance with the Bylaws. Subject to the provisions of the Condominium Instruments, the Owner or collective Owners of a Unit shall be entitled to one (1) equally weighted vote for such Unit ("Voting Interest"). The total number of votes shall at all times be equal to the number of Units submitted to the Condominium under this Declaration. Membership in the Association shall automatically terminate upon the termination of ownership of a Condominium Parcel, and the subsequent owner taking title shall automatically become entitled to membership.

12. OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF COMMON EXPENSES.

The proportion or percentage of and manner of sharing Common Expenses and owning the Common Surplus shall be the same as the undivided shares in the Common Elements. The undivided share in the Common Elements and Common Surplus appurtenant to each Unit, as well as the undivided share of the Common Expenses to be paid with respect to each Unit, shall be computed on the following basis:

(a) The allocation of percentage shares in the Common Elements and Common Surplus, and the percentage share of the Common Expenses, appurtenant to each Unit is set forth in Exhibit "B" as attached hereto and incorporated herein by this reference. The allocation of percentage shares has been established by the Developer in the following manner:

(i) The approximate area of each Unit has been measured in square feet based upon the interior surface of the walls bounding the Unit, but excluding balconies, terraces, patios and porches. Such area for each such Unit is hereafter referred to as its "Unit Area."

(ii) The total of the Unit Area of all Units has been computed and is hereinafter referred to as the "Total Unit Area."

(iii) The Total Unit Area has been divided into the Unit Area of each Unit to determine the allocation of percentage shares for each Unit as set forth on Exhibit "B" to this Declaration.

The foregoing methods of calculation were undertaken in order to establish a fair and equitable method of allocating assessment percentages to Units within the Condominium and every purchaser of a Unit, whether from the Developer or otherwise, hereby agrees to be bound by such calculations and hereby irrevocably waives the right to assert that the formula used or the measurements made were unfair, inequitable, or otherwise in error.

13. EASEMENTS.

The following easements are hereby created (in addition to any easements created under the Act and any other provisions of this Declaration):

(a) Support. Each Unit 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 and the Common Elements.

(b) Utility and Other Services; Drainage. Non-exclusive easements are hereby reserved unto the Developer and also granted to the respective utility providers under, through and over the Condominium Property as may be required from time to time for the construction, use and maintenance of all utilities (whether public or private), cable television, communications and security systems, and other services which may serve the Condominium; provided, however, that these easements shall not permanently interfere with the residential use of the Units. A non-exclusive easement is also reserved unto the Developer and granted to all applicable governmental entities over and across the Common Elements for the purpose of providing drainage and for the installation, operation, use and maintenance of drainage facilities; provided, however, that the Association shall be responsible for the continuous maintenance of the easements and rights-of-way of the drainage system located on any and all portions of the Condominium Property. This obligation shall run with the land as do other provisions of the Declaration, and any Unit Owner may enforce this covenant and will be entitled to costs and fees, pursuant to Paragraph 25(c) of the Declaration (Costs and Attorneys Fees), which result from such enforcement.

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

(d) Ingress and Egress. A non-exclusive easement for ingress and egress in favor of each Unit Owner and resident, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. None of the easements specified in this subsection 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) Facilities and Services. Easements over, under, across and through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to the Units and the Common Elements (including, but not limited to, easements in

favor of the Owners for the purposes of permitting the installation, operation and continued usage of hurricane shutters affixed to the exterior of the Units).

(f) Survey. All easements described or shown on the Survey.

(g) Association Easement. A perpetual, non-exclusive easement is hereby granted to the Association and its successors and assigns over, across, under and through the Condominium Property for the purpose of permitting the Association to perform its obligations hereunder. Such easement shall permit access to the Units upon reasonable prior notice, except that no notice shall be required in the event of an emergency.

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 and security systems, or other service or drainage facilities or the use of these easements. The Association shall have the irrevocable right of access to each Unit during reasonable hours, when necessary, to maintain, repair or replace those items and areas, as detailed in Paragraph 15 (Maintenance Responsibilities) herein or as otherwise contemplated herein, for which the Association is responsible, and to remove any improvements interfering with or impairing such facilities or easements herein reserved, pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

Wherever in this Paragraph or elsewhere in this Declaration an easement is granted or reserved to any party, such easement shall also benefit such party's successors, grantees, assigns, agents, employees, licensees, invitees and guests. All easements referred to herein shall be non-exclusive easements.

(h) Developer Easements. For so long as Developer owns any Unit primarily for the purpose of sale, Developer and its duly authorized contractors, subcontractors, representatives, agents, associates, employees, tenants and successors and assigns shall have: (1) a non-exclusive easement for access and ingress to, egress from and use of the Common Elements for the placement and maintenance of signs, banners, balloons, decorations, marketing materials and tables, a sales office, a leasing office, a business office, promotional facilities and model Units on any portion of the Condominium, together with such other facilities as in the opinion of Developer may be reasonably required, convenient or incidental to the completion, renovation, improvement, development, sale or lease of any Unit; and (2) a non-exclusive easement to use the Common Elements for special events and promotional activities. In addition, until such time as the Developer relinquishes control of the Association in accordance with Section 718.301(4) of the Act, the Developer shall have a transferable, non-exclusive easement on, over, through, under and across the Common Elements and Limited Common Elements for the purpose of making improvements on the Condominium or any portion thereof, for the purpose of constructing, installing, replacing, repairing, restoring and maintaining all utilities, buildings, driveways, landscaping and any other improvements on the Condominium Property or serving the Condominium, and for the purpose of doing all things reasonably necessary and proper in connection therewith.

(i) Developer Activities. Until such time as the Developer completes and sells all of the Units in the Condominium, the Developer reserves, for the purpose of developing, renovating and constructing the Condemned Property, the right to prohibit access to any portion of the Common Elements of the Condominium Property or uncompleted Units to any of the Occupants of the Condominium, and to utilize various portions of the Common Elements or the Units in connection with such construction and development; provided that in no event shall the Developer prevent reasonable access by Owners and Occupants to Common Elements for the purpose of ingress and egress to and from the Units. No Unit Owner or such Owner's guests or invitees shall in any way interfere or hamper the Developer, its employees, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, own any Units within the Building and is carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Units by the Developer, its employees, its successors or assigns.

(j) Sales and Management Activities. Until such time as the Developer has conveyed all Units to third parties, the Developer, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements (including the business center in the Clubhouse) for Unit models, sales, closings, management and construction offices; to show model Units and the Common Elements to prospective purchasers and, if applicable, tenants of Units; and to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease.

14. AMENDMENTS.

(a) Amendment by Unit Owners. Except as otherwise provided in this Paragraph or elsewhere in this Declaration or the exhibits attached hereto or the Act, this Declaration may be amended by affirmative vote of the Owners of 66% of all the Condominium Parcels at an Association meeting duly called for such purpose pursuant to the Bylaws; provided, however, that (1) no amendment to this Declaration shall be made which affects any of the rights and privileges provided to the Developer as defined herein without the written consent of such Developer, and (2) no amendment may change the configuration or size of a Unit without the written consent of the affected Unit Owner(s). All amendments under this Paragraph shall be recorded and certified as required by the Act.

(b) Amendment by Developer.

(i) Amendment to Condominium Plans and Declaration. The Developer reserves the right to make whatever changes it may deem necessary in the Survey, Plot Plan, Floor Plan or other documents required by Section 718.104 of the Act and this Declaration until such time as 51% of the Units have been conveyed to third parties not related to or affiliated with the Developer. The amendment reflecting such changes need only be executed by the Developer; provided, however, that no such amendment unilaterally approved by the Developer shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the proportion or percentage by which a Unit Owner shares the Common Expenses and owns the Common Surplus, unless such

amendment is also approved by the record Owner of the affected Unit, all record owners of liens on such affected Unit, and at least a majority of the total voting interests of the Association.

(ii) Special Amendment. Developer reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends the Declaration and any provision therein (i) to comply with requirements of the FNMA, FHLMC, the Government National Mortgage Association, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Units; and (iii) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a Special Amendment on behalf of each Unit Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Developer to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate on December 31, 2006.

(iii) This Declaration and all exhibits hereto, where applicable, may be amended unilaterally by the Developer for the purposes set forth and pursuant to Section 718.110(5), Florida Statutes, to correct scrivener's errors.

(c) Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. Amendments by the Developer must be evidenced by a similar certificate executed by the Developer alone. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the public records of the County.

(d) Limitation. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer without the consent of said Developer in each instance. The provisions of this paragraph may not be amended in any manner.

(e) Procedure. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended, new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, rather, a notation must be inserted

immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Section _____ of the Declaration. See provision _____ for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

15. MAINTENANCE RESPONSIBILITY.

(a) By the Owner. Each Owner shall have the obligation to maintain and keep in good repair all portions of his or her Unit, the screening of any Limited Common Element screened porches, Limited Common Element front porches and steps, interiors of Limited Common Element garages, and all improvements made by the Owner to the Limited Common Elements assigned to the Unit except any portion of a Unit which is expressly made the maintenance obligation of the Association as set forth in subparagraph (b) below. This maintenance responsibility shall include, but not be limited to the following: all glass surfaces (excluding exterior cleaning), windows, window frames (except for periodic painting, staining and/or cleaning of the exterior window frames), casings and locks (including caulking of windows); all doors, doorways, door frames, and hardware that are part of the entry system of the Unit (except for periodic painting, staining and/or cleaning of the exterior surface of entry doors and door frames facing the hallway of the Condominium); all portions of the heating and air conditioning system, including the air conditioning compressor serving the Unit and the fan coil; and all pipes, lines, ducts, conduits, or other apparatus which serve only the Unit, whether located within or without a Unit's boundaries (including all electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits, or other apparatus serving only the Unit). All maintenance, repair and/or replacements for which the Owner is responsible and obligated to perform which if not performed, would affect other Units or Common Elements, shall be performed promptly as the need arises.

In addition, each Unit Owner shall have the responsibility:

(i) To keep in a neat, clean and sanitary condition any Limited Common Elements serving his or her Unit.

(ii) To perform his or her responsibility in such manner so as not to unreasonably disturb other persons in other Units.

(iii) To promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible.

(iv) To pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Unit Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing, or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Unit Owner, his or her family, tenants or guests, with the cost thereof to be billed to the Owner, which cost shall bear interest at the highest rate permitted by law from the date expended until paid in full.

(b) By the Association. The Association shall maintain and keep in good repair as a Common Expense the "Area of Common Responsibility," which includes, but is not limited to, the following:

(i) all Common Elements, including any Limited Common Elements, but excluding all improvements made to such Limited Common Elements and including all portions of the roof(s) and the roof(s) support systems, including the roof(s) joists and cross braces, even if such roof(s) joists and cross braces are located within a Unit, and including all outdoor parking spaces, the exterior of garage buildings and the structures of the Limited Common Element screen porches (excluding the screening);

(ii) periodic painting, staining and/or cleaning of exterior surfaces of the Condominium buildings, exterior window frames and entry doors and door frames facing the hallway of the Condominium, on a schedule to be determined by the Board of Directors;

(iii) periodic cleaning of exterior window surfaces on a schedule to be determined by the Board of Directors;

(iv) all Limited Common Element hurricane shutters.

Except for the maintenance responsibilities provided in subparagraph (a) above, no maintenance or repair which is the responsibility of the Association shall be performed on or to the Common Elements by an Owner or Occupant (including, but not limited to landscaping of Common Elements). If any such maintenance or repair is performed by an Owner or Occupant in violation of these covenants, the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair and the Owner or Occupant shall be liable to the Association for any resulting damage to the Common Elements.

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Unit, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder, except for injuries or damages arising after the Owner of a Unit has put the Association on notice of a specific leak or flow from any portion of the Common Elements and the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter. The Association shall not be liable to the Owner of any Unit or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. The Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Paragraph where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. 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.

The Association shall repair incidental damage to any Unit resulting from performance of work which is the responsibility of the Association. As finish levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready". Such repair and subsequent cleaning shall be performed based on a reasonableness standard. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such persons, firms or corporations of its choice, such duties as are approved by the Board of Directors.

(c) Failure to Maintain. If the Board of Directors determines that any Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of items of which he or she is responsible hereunder, then, the Association shall give the Owner written notice of the Owner's failure or refusal. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board of Directors.

Unless the Board of Directors determines that an emergency exists, the Owner shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If the Owner does not complete the required maintenance, repair and/or replacement within the time allotted, and if the repair, replacement and/or maintenance is of an item which, if not performed would affect other Units or the Common Elements but which does not create an emergency, the Board may provide such maintenance, repair or replacement at a time agreed upon with the Owner and such cost shall be billed to the Owner. If the Board determines that an emergency exists by virtue of an Owner's failure to maintain, then the Board may enter the Unit and provide the necessary maintenance, repair and/or replacement and such cost shall be billed to the Unit Owner. Any cost billed to the Owner pursuant to this subsection shall bear interest at the highest rate permitted by law from the date expended until paid in full.

If the Board determines that the need for maintenance or repair is in the Area of Common Responsibility and is caused through the willful or negligent act of any Owner, or Occupant or their family, guests, lessees, or invitees, then the Association may bill the Owner for the cost of any such maintenance, repair, or replacement and any such amount billed shall bear interest at the highest rate permitted by law from the date expended until paid in full.

(d) Measures Related to Insurance Coverage.

(i) The Board of Directors, upon resolution, shall have the authority to require all or any Unit Owner(s) to do any act or perform any work involving portions of the Condominium which are the maintenance responsibility of the Unit Owner, which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Condominium, reduce the insurance premium paid by the Association for any insurance coverage or otherwise assist the Board in procuring or maintaining such insurance coverage. This authority shall include, but need not be limited to, requiring Owners to

install and maintain smoke detectors at a mutually agreed upon time, requiring Owners to certify that they have checked the batteries for their smoke detectors, requiring Owners to allow the Association to inspect the smoke detectors and replace batteries if needed by the Board of Directors, requiring Owners to make improvements to the Owner's Unit, and such other measures as the Board may reasonably require so long as the cost of such work does not exceed three hundred dollars (\$300.00) per Unit in any twelve (12) month period.

(ii) In addition to, and not in limitation of, any other rights the Association may have, if any Unit Owner does not comply with any requirement made by the Board of Directors pursuant to subparagraph (d)(i) above, the Association, upon fifteen (15) days' written notice (during which period the Unit Owner may perform the required act or work without further liability), may perform such required act or work at the Unit at a mutually agreed upon time. The cost of any such work performed by the Association shall be billed to the Owner and shall bear interest at the highest rate permitted by law from the date expended until full payment. The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to subparagraph (d)(i) of this Paragraph, including, but not limited to, a right of entry without notice in an emergency situation.

16. ARCHITECTURAL CONTROLS.

(a) During Developer Control. During the time in which the Developer has the right to appoint a majority of the directors and officers of the Association under Article IV of the Bylaws there shall be no Architectural Review Committee and all encroachments onto the Common Elements or Limited Common Elements, exterior change, alteration or construction (including painting and landscaping), and any erection, placement or posting of any object, sign, clothesline, speaker, playground equipment, light, fountain, flag (except that one (1) portable, removable United States flag may be displayed in a respectful way), or thing on the exterior or roofs of the buildings, in any windows (except window treatments as provided herein), or on any Limited Common Elements or any Common Elements, must receive the prior written approval of the Developer; however, a mezuzah or comparable religious symbol not longer than three inches (3") in width and nine inches (9") in height may be posted on the door frame of the Unit and reasonable seasonal decorative lights may be displayed between Thanksgiving and January 15th. Granting or withholding such approval shall be within the sole discretion of the Developer. All references in the Condominium Instruments to the Architectural Review Committee or ARC shall refer to the Developer during the period the Developer has the right to appoint the officers and directors of the Association.

(b) After Developer Control. At the time the Unit Owners other than the Developer have the right to elect a majority of the officers and directors of the Association as provided in Article IV of the Bylaws, an Architectural Review Committee shall be appointed by the Board of Directors and except for the Developer, so long as the Developer shall own a Unit for sale, no Owner, Occupant, or any other person may make any encroachment onto the Common Elements or Limited Common Elements, or make any exterior change, alteration, or construction (including painting and landscaping), nor erect, place or post any object, sign, clothesline,

speaker, playground equipment, light, fountain, flag (except that one (1) portable, removable United States flag may be displayed in a respectful way), or thing on the exterior or roofs of the buildings, in any windows (except window treatments as provided herein), on any Limited Common Elements, or on any other Common Elements, without first obtaining the written approval of the ARC. However, a mezuzah or comparable religious symbol not longer than three inches (3") in width and nine inches (9") in height may be posted on the door frame of the Unit and reasonable seasonal decorative lights may be displayed between Thanksgiving and January 15th. The standard for approval of such improvements shall include, but not be limited to, aesthetic consideration, materials to be used, harmony with the external design of the existing buildings, Units and structures, and the location in relation to surrounding structures and topography. Notwithstanding the above, Developer shall not be required to obtain any approvals under this Paragraph.

(c) Alteration of Units. Subject to the other provisions of this Declaration, alterations to the interiors of Units, relocation of the boundaries between adjoining Units, and subdivision of Units are subject to the following restrictions:

(i) Alterations to the Interiors of the Units. Except as provided herein, no Owner or Occupant may make any alteration within a Unit which involves connecting to Common Element pipes, lines, conduits and/or other apparatus for access to common utilities without prior written ARC approval (including, but not limited to installation of washers and dryers). Except as provided herein, no Owner or Occupant shall make any interior modifications to or place an excessive load on any structural or load bearing portions of a Unit without first obtaining the prior written approval of the ARC. Such approval shall not be granted by the ARC unless the Owner has presented to the ARC a report or drawing prepared by a licensed structural engineer showing that compensating measures will be taken to ensure the structural integrity of the Unit and the Condominium. All building code requirements must be complied with and necessary permits and approvals secured for any modifications. Notwithstanding the above, all Owners desiring to make any interior modifications or alterations to a Unit affecting the Common Elements or structure or load bearing portions of a Unit must make application to the ARC as described below in order for the ARC to make the determination of whether the ARC's approval is required.

Notwithstanding the above, if any Owner acquires an adjoining Unit, such Owner shall have the right (subject to the prior written approval of the Mortgagees of the Units involved) to remove all or any part of any intervening partition or to create doorways or other apertures therein, notwithstanding the fact that such partition may, in whole or part, be part of the Common Elements, so long as no portion of any structural or load bearing portions of the Unit(s) are materially weakened or removed and the ARC has approved the plans described above and no portion of any Common Elements is damaged, destroyed or endangered, other than that partition and any chutes, flues, ducts, conduits, wires or other apparatus contained therein which shall be relocated by such Owner if such facilities serve any other part of the Condominium. Notwithstanding the above, Developer shall not be required to obtain any approvals under this Paragraph. The

alterations permitted in this section shall not be deemed an alteration or relocation of boundaries between adjoining Units.

(ii) Relocation of Boundaries. Boundaries between adjoining Units shall not be relocated unless such relocation is accomplished by an amendment to the Declaration, which amendment must be approved by a majority of total Voting Interests of the Association in accordance with Section 718.110(4) of the Act as it may be amended from time to time.

(iii) Subdivision of Units. No Unit shall be subdivided into a smaller Unit or Units.

(d) Applications. Applications for approval of any such architectural modification shall be in writing and shall provide such information as the ARC may reasonably require. The ARC shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction which is not in conformance with approved plans. The ARC may publish written architectural standards for exterior and Common Element alterations or additions, and any request in substantial compliance therewith shall be approved; provided, however, each such requested change shall be in harmony with the external design of the existing buildings and Units and the location in relation to surrounding structures and topography of the vicinity.

In the event that the ARC fails to approve or to disapprove such application within forty-five (45) days after the application and all information as the ARC may reasonably require have been submitted, its approval will not be required and this subparagraph will be deemed complied with; provided, however, even if the requirements of this subparagraph are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Declaration, the Bylaws, or the rules and regulations.

(e) Condition of Approval. As a condition of approval for a requested architectural change, modification, addition, or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such change, modification, addition, or alteration, unless otherwise agreed to in writing by the ARC. It is the responsibility of every Owner of a condominium Unit to determine for himself or herself what architectural modifications have been made to his or her Unit by any predecessor-in-interest. In the discretion of the ARC, an Owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest.

(f) Limitation of Liability. Review and approval of any application pursuant to this Paragraph is made on the basis of aesthetic considerations only, and neither the Developer, the Board of Directors or the ARC shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. Neither the Developer, the Association, the Board of Directors, the ARC, or member of any of the foregoing shall be held liable for any

injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Unit.

(g) No Waiver of Future Approvals. Each Owner acknowledges that the members of the Board of Directors and ARC will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. Each Owner further acknowledges that the ARC may adopt different architectural standards for different parts of the condominium, based on street visibility and location of the proposed modification in the building. The approval of either the Board of Directors or the ARC of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors, or the ARC shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

(h) Enforcement. Any construction, alteration, or other work done in violation of this Paragraph shall be deemed to be nonconforming. Upon written request from the Board or the ARC, Owners shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the property to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Board or its designees shall have the right to enter the property at a mutually agreed upon time, remove the violation and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. All costs thereof shall be billed to the Owner and shall bear interest at the highest rate permitted by law from the date expended until paid in full.

In addition to the foregoing, the Board of Directors shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Paragraph and its decisions. Furthermore, the Board shall have the authority to record in the Duval County land records notices of violation of the provisions of this Paragraph.

If any Owner or Occupant makes any exterior change, alteration, or construction (including landscaping) upon the Common Elements or Limited Common Elements in violation of this Paragraph, he or she does so at his or her sole risk and expense. The Board may require that the change, alteration or construction be removed or that it remain on the Common Elements or Limited Common Elements without reimbursement to the Owner or Occupant for any expense he or she may have incurred in making the change, alteration or construction.

(i) Commencement of Construction. All changes, modifications and improvements approved by the ARC hereunder must be commenced within six (6) months from the date of approval. If not commenced within one (1) year from the date of such approval, then such approval shall be deemed revoked by the ARC, unless the ARC gives a written extension for commencing the work. All work approved by the ARC hereunder shall be completed in its entirety within ninety (90) days from the date of commencement, unless otherwise agreed in writing by the ARC. All approved changes, modifications, and improvements must be

completed in their entirety. An Owner may not construct only a portion or part of an approved change, modification, or improvement.

(j) Approval Under the Master Association. The provisions for architectural control contained in this Declaration shall be in addition to, and not in lieu of, any architectural control provisions which may be contained now or hereafter in the Master Declaration, or promulgated by the Master Association. Whenever approval of the ARC is required under this Declaration, the granting of such approval shall not dispense with the need to also comply with any approval procedures that may be set out in the Master Declaration or promulgated by the Master Association. All proposed construction, modifications, alterations and improvements shall be approved in accordance with this Declaration before being submitted for approval pursuant to the Master Declaration or rules promulgated by the Master Association.

17. OPERATION OF THE CONDOMINIUM BY THE ASSOCIATION; POWERS AND DUTIES.

(a) Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Bylaws and Articles of Incorporation as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

(1) The irrevocable right to have access to any portion of each Unit and the Limited Common Elements appurtenant thereto from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of such portions thereof as required by this Declaration or the Act, for performing extermination services, or at any time and by force, if necessary, for making emergency repairs necessary to prevent damage to the Building, the Common Elements or to the Unit or any other Unit or Units.

(2) The power to make and collect Assessments and other related expenses authorized under the Act against Unit Owners, to lease, maintain, repair and replace the Common Elements, and to grant, modify or cancel easements pertaining to the Common Elements.

(3) The duty to maintain accounting records, according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times upon prior request.

(4) The power to contract for the management and maintenance of the Condominium Property and to authorize a duly licensed management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and regulations, and perform the maintenance, repair and replacement required of the Association with such funds as shall be made available by the Association for such purposes. The Association also shall have the power to join with

other condominium associations and entities in contracting for the maintenance and repair of the properties of such other condominiums and other type properties, and may contract for or may join with other condominium associations in contracting for the management of the properties of such other condominiums and other type properties, as may be more specifically provided for by the Articles of Incorporation and Bylaws of the Association.

(5) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, if any. Any such action of an amount greater than \$100,000.00 must be approved by a majority of the entire Board of Directors and the Owners of all the Units or by such greater percentage of the Board or Unit Owners as may be specified in the Bylaws with respect to certain borrowing, and no such action shall be permitted while the Developer owns any Unit without the prior written consent of the Developer.

(6) The power to adopt, amend and enforce reasonable rules and regulations governing the use of the Condominium Property, including the Units, Limited Common Elements and Common Elements.

(7) The power to acquire, lease, mortgage and convey real and personal property and to grant, modify and cancel easements regarding such property, provided that such action may be done only (i) upon the approval of a majority of the Board of Directors and (ii) a finding by the Board that such action is for the benefit of the members of the Association. The requirements of Paragraph 8(e) (Additions, Alterations or Improvements to the Common Elements by the Association) pertaining to the Unit Owners' approval of costs in excess of the threshold amount stated therein (including the proviso as to the debt incurred) shall also apply to this acquisition and dealing with Association-owned property; provided, however, that the acquisition of a Unit as a result of a foreclosure of the lien for Assessments shall be exempt from these requirements.

(8) The power to acquire or enter into agreements acquiring leaseholds, memberships or other possessory or use interests in lands or facilities for recreational purposes as long as such arrangements are also approved by the Owners of a majority of the Units.

(9) All of the powers which a corporation not-for-profit in the State of Florida may exercise pursuant to this Declaration, the Articles of Incorporation and Bylaws, Chapter 617, Florida Statutes, and the Act, in all cases except as expressly limited or restricted in the Act or the documents of the Condominium.

(10) The power to pay the Condominium's share of maintenance costs to Marsh Landing Business Park, Ltd., or its successor in interest, as provided in the Access Easement Agreement.

(11) To hire, contract with, employ, manage, oversee and coordinate a concierge service that will assist all Owners and Occupants with personal services, including but not limited to obtaining tickets for events in the Jacksonville area, arranging limousine, taxi and airport transportation in the Jacksonville area, coordinating maintenance and repairs to the

interior of Units, arranging housekeeping for the interior of Units and accepting hand-delivered packages.

(b) Conflict. In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration or the exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, Bylaws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the Bylaws and applicable rules and regulations; and the Bylaws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate authority over the Condominium, consistent with the Act.

(c) Limitation of Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Unit Owners, regardless if whether or not same shall have been approved by the Association pursuant to the provisions hereof.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION, OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (THE "CONDOMINIUM INSTRUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM PROPERTY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(1) IT IS THE EXPRESS INTENT OF THE CONDOMINIUM INSTRUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE CONDOMINIUM PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM PROPERTY AND THE VALUE THEREOF;

(2) 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, DUVAL COUNTY, THE CITY OF JACKSONVILLE

AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(3) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH UNIT OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.

AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DEVELOPER AND ITS AFFILIATES, AS WELL AS TO THE ASSOCIATION'S EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES) AND SUBCONTRACTORS, WHICH SHALL BE FULLY PROTECTED HEREBY.

(d) Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to such Owner's Unit.

(e) Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.

(f) Acts of the Association. Unless the approval or action of Unit Owners and/or a certain specific percentage of the Board of Directors is specifically required in this Declaration, the Articles of Incorporation, the Bylaws, applicable rules and regulations of the Association or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the

Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

(g) Amendment of Bylaws. No modification of or amendment to the Bylaws shall be valid unless set forth in or annexed to a duly recorded amendment to this Declaration. The Bylaws may be amended in the manner set forth in the Bylaws, but no amendment to the Bylaws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel(s), or which would change the provisions of the Bylaws with respect to institutional mortgages without the written approval of all Institutional First Mortgagees of record. No amendment shall change the rights and privileges of the Developer and Management Firm, if any, without their respective written consent. Any amendment to the Bylaws, shall be certified by the parties as required in Article X of the Bylaws, and said amendment shall be recorded in the public records of the County.

(h) Binding Effect of Condominium Documents. Every Owner, whether having acquired ownership of a Unit by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the Articles of Incorporation, the Bylaws, the provisions of this Declaration, and the Management Agreement, if any. Membership in the Association shall automatically terminate upon the termination of ownership of a Condominium Parcel, and the subsequent Owner(s) taking title shall automatically become entitled to membership.

18. DETERMINATION OF ASSESSMENTS.

(a) General Assessment. The Board of Directors shall from time to time, and at least annually, prepare and adopt a budget for the Condominium ("Budget for Common Expenses"), determine the amount payable by the Unit Owners to meet the Common Expenses of the Condominium, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the Bylaws ("General Assessment"). The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the General Assessment payable by each of them as determined by the Board of Directors as aforesaid. The Budget for Common Expenses may include reserves, the costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles of Incorporation, the Bylaws or applicable rules and regulations of the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any adopted Budget for Common Expenses shall be subject to change by the Board of Directors, and the amount of the General Assessment shall be changed in accordance with such revised Budget for Common Expenses to cover actual expenses at any time.

(b) Reserve Fund. The Board, in establishing each annual budget for the Condominium, shall include therein a sum to be collected and maintained as a reserve fund for

the capital expenditures, deferred maintenance and replacement of the Common Elements and personal property held for the joint use and benefit of all Unit Owners. The amount to be reserved shall be computed by dividing the estimated replacement cost of an item by its estimated remaining useful life. No such reserve shall be included within the annual budget for the Condominium Property if the Unit Owners, by a majority of the votes at a duly called meeting of the Association, elect to provide no fiscal reserves or a lesser amount of fiscal reserves than as provided herein for any fiscal year, or if the Developer elects to provide no fiscal reserves on a lesser amount of fiscal reserves than as provided herein for any fiscal year as may be permitted by 718.112(2)(f)(2), Florida Statutes. If a meeting of the Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the Annual Budget, shall go into effect.

(c) General Operating Reserve. The Board, when establishing each annual budget, may, when deemed necessary or desirable, include therein a sum to be collected and maintained as a general operating reserve to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by Unit Owners, as a result of delinquent payment of assessments by Unit Owners, as a result of emergencies or for other reason placing financial stress upon the Association.

(d) Converter Reserve Account. In accordance with Section 718.618 of the Act, the Developer shall establish converter reserve accounts for capital expenditures and deferred maintenance of air conditioning systems that serve more than one unit, plumbing systems and roofs within the Condominium, in lieu of the following:

(i) providing an implied warranty of fitness and merchantability as to the roof and structural components of the improvements, as to fire proofing and fire protection systems, and as to mechanical, electrical and plumbing elements serving the improvements, except mechanical elements serving only one Unit pursuant to Section 718.618(6) of the Act; or

(ii) posting a surety bond in accordance with Section 718.618(7) of the Act, issued by a company licensed to do business in Florida if readily available on the open market, in an amount which would be equal to the total amount of converter reserve account.

(e) Special Assessments, Capital Improvement Assessments. In addition to General Assessments, the Board of Directors may levy "Special Assessments," "Capital Improvement Assessments" upon the following terms and conditions:

(1) "Special Assessments" shall mean or refer to amounts levied against each Owner and such Owner's Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements.

(2) "Capital Improvement Assessments" shall mean and refer to amounts levied against each Owner and such Owner's Unit, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from maintenance, repairs and replacement) of any capital improvements located or to be located within the Common Elements.

(3) Special Assessments and Capital Improvement Assessments may be levied by the Board of Directors and shall be payable in lump sums or installments, in the discretion of the Board; provided that, if such Special Assessments and Capital Improvement Assessments, in the aggregate in any year, exceed \$25,000.00, the Board must obtain approval of a majority of the Owner of Units represented at a meeting duly called, noticed and held in accordance with the Bylaws and the Act.

19. COLLECTION OF ASSESSMENTS.

The General Assessments, Special Assessments, Capital Improvement Assessments and Limited Common Element Assessments (collectively, the "Assessments") shall be collected as follows:

(a) Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a judicial sale or by deed in lieu of foreclosure, shall be liable for all Assessments coming due while such person (as defined by Section 1.01(3), Florida Statutes) is the Owner of the Unit. Additionally, a Unit Owner shall be jointly and severally liable with the previous owner for all unpaid Assessments that came due up to the time of the conveyance, without prejudice to any right such Unit Owner may have to recover from the previous owner the amounts paid by such Unit Owner. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

(b) Default in Payment of Assessments. Assessments and installments thereof not paid within 10 days from the date when they are due shall bear interest at the rate established from time to time by the Board of Directors from the due date until paid (provided, however, that no such rate shall exceed the maximum allowed by law). In the event the Board has not established such rate, the interest rate shall be 15%. Each delinquent payment shall be subject to an administrative late fee in an amount not to exceed the greater of \$25.00 or 5% of each delinquent installment. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such Condominium Parcel, with interest thereon and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien shall be effective on the earliest date allowed by law, which shall be no later than as of the recording of the claim of lien. Such lien shall be evidenced by the recording of a claim of lien in the public records of the County, stating the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association, the amounts due and the due dates. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until such claim of lien is barred by law. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, interest thereon, the

administrative late fee (if permitted under applicable law), and costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. A claim of lien shall be signed and acknowledged by an officer or authorized agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association or its assignee may bring an action to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed in Florida and may also bring an action at law to recover a money judgment for the unpaid Assessments and other amounts due without waiving any claim of lien. The Association is entitled to recover its costs and reasonable attorneys' fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid Assessments.

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

Any payments received by the Association from a delinquent Unit Owner shall be applied first to any interest accrued as provided above, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection as aforesaid and then to the delinquent and any accelerated Assessments. The foregoing application of funds received shall be applicable despite any restrictive endorsement, designation or instruction placed on or accompanying a payment.

(c) Notice of Intention to Foreclose Lien. Unless otherwise required by the Act or other applicable law, no foreclosure judgment may be entered until at least 30 days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least 30 days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

(d) Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or

leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent, the expenses of such receiver to be paid by the party which does not prevail in the foreclosure action.

(e) First Mortgagee. In the event a first mortgagee or other purchaser shall obtain title to a Unit by foreclosure, or by deed in lieu of foreclosure, such first mortgagee or other purchaser, its successors and assigns, shall be liable for Assessments or other related expenses authorized under Section 718.116 (1) (b) of the Act secured by the claim of lien only to the extent provided by the Act. If, due to the applicable provisions of the Act, any unpaid share of the Assessments or other related expenses authorized under the Act are not required to be paid, then such unpaid share or other related expenses authorized under the Act shall be deemed to be a Common Expense collectible from all of the Unit Owners, including such acquirer and such acquirer's successors and assigns.

(f) Certificate of Unpaid Assessments. Within 15 days after request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating all Assessments and other monies owed to the Association by the Unit Owner with respect to such Owner's Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

(g) Installments. General Assessments shall be collected monthly or quarterly, in advance, as determined from time to time by the Board of Directors. Initially, General Assessments will be collected monthly.

(h) Developer's Guarantee. If, in the purchase agreement, prospectus, or by other means pursuant to the Act, Developer shall guarantee to each purchaser that the Assessment for a specific period of time will not exceed a certain dollar amount, then the Developer shall only be obligated to pay the amount of Common Expenses incurred during that period and not produced by the Assessments receivable from other Unit Owners.

(i) Initial Developer Assessments. The Developer shall not be obligated to pay assessments and its share of the Common Expenses for Units owned by the Developer for a period of four (4) months after the recording of this Declaration; provided, however, that in no event shall the Developer be excused from such payments for a period longer than the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit except as provided in subparagraph (h) above; and provided further that during such period in which Developer is excused from payment of assessments and share of Common Expenses, the Developer shall pay any portion of the Common Expenses incurred which exceed the amount assessed against other Unit Owners.

20. INSURANCE.

Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:

(a) "Insurance Trustee". The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails

or elects not to appoint such Insurance Trustee, the Board of Directors will perform directly all obligations imposed upon such Insurance Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.

(b) Purchase, Custody and Payment.

(1) Purchase. All insurance policies purchased by the Association shall be issued by an insurance company authorized to do business in Florida meeting all criteria established by the Board or the Act and any rules promulgated thereunder.

(2) Named Insured. Under all insurance policies purchased by the Association, the named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.

(3) Custody of Policies and Payment of Proceeds. All insurance policies purchased by the Association shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee, and such policies and endorsements thereto shall be deposited with the Insurance Trustee.

(4) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than 10 days prior to the beginning of the term of the policy, or not less than 10 days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

(5) Exceptions from Association Responsibility; Unit Owner's Personal Coverage. Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon any and all property lying within the boundaries of their Unit, including, but not limited to, their personal property, and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith. Each Residential Unit Owner shall be required to obtain insurance coverage in a reasonable amount to be determined by the Board from time to time for any and all personal property and any fixtures and improvements not covered by the Association's insurance policy within the boundaries of their Residential Unit and Limited Common Elements assigned to their Unit.

Unit Owners may be required to purchase flood insurance for their respective Unit(s) if such insurance is required by their mortgagee(s). In the event flood insurance is required, such insurance shall not be for the lesser of 100% of the current replacement cost of the Unit, or the maximum amount of flood insurance available with regard to such property.

The Association shall have no obligation to purchase flood insurance or fire and casualty insurance on the Units.

Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against a Unit Owner due to accidents occurring within such Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Unit Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

(c) Coverage Responsibilities of Association. The Association shall use its best efforts to obtain and maintain adequate insurance covering the following:

(1) Casualty. Insurance covering loss or damage to the Common Elements and all other portions of the Condominium Property which the Association is responsible to maintain under the terms of this Declaration, and all items for which the Association is required under applicable provisions of the Act to insure against loss or damage by fire and against loss or damage by risks now or hereafter embraced by standard extended coverage and vandalism and malicious mischief endorsements (collectively, the "Insured Property"). Such policies may contain reasonable deductible provisions as determined by the Board of Directors. Such coverage shall afford protection against such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(2) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors, but with combined single limit liability of not less than \$1,000,000.00 per occurrence, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.

(3) Worker's Compensation and other mandatory insurance, when applicable.

(4) Fidelity Insurance, if required by the Act or FNMA/FHLMC, covering all persons who control or disburse Association funds, such insurance to be in the amount required by law.

(5) Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.

(6) Officers and Directors liability insurance in such amounts as the Board may determine.

(7) Such Other Insurance as the Board of Directors shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association, its officers, members of the Board, the Developer, the Management Firm, if any, and its respective employees and agents, and against the Unit Owners individually and as a group; (ii) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk; and (iii) avoid liability for a loss that is caused by an act of the Board of Directors, a member of the Board of Directors, the Management Firm, if any, and its respective employees and agents, the Developer, one or more Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of the Management Firm, if any, or the individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

Every casualty insurance policy obtained by the Association shall have the agreed amount and inflation guard endorsement unless the Board finds such endorsement is unobtainable or economically infeasible.

(d) Additional Provisions. All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least 30 days' prior written notice to all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors may wish to obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.

(e) 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 the Management Firm employees, if any, may be paid by the Management Firm pursuant to the Management Agreement. Premiums may be financed in such manner as the Board of Directors deems appropriate.

(f) Insurance Trustee; Share of Proceeds. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Management Firm, if any, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering losses to the Insured Property shall be paid to the Insurance Trustee, which may be designated by the Board of Directors and which, if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in the State of Florida. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but shares need not be set forth on the records of the Insurance Trustee:

(1) Insured Property. Proceeds on account of damage to the Insured Property shall be held by the Association for each Unit Owner as tenants in common on the basis of the fair market value of each Unit, relative to the other Units in the Condominium, immediately prior to the event of casualty (such fair market value shall be determined by an MAI-certified appraiser selected by the Board of Directors in its sole discretion); provided, however, that prior to any distributions to the Unit Owners, such proceeds shall first be distributed in accordance with the provisions of Paragraph 20(g) of this Declaration herein.

(2) Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

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

(1) Expenses of the Trust. All expenses of the Insurance Trustee shall be first paid or provision shall be made therefor.

(2) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to each Unit Owner, by check made payable jointly to such Unit Owner and its respective mortgagee(s), in accordance with the provisions of Paragraph 20(f)(1) of this Declaration.

(3) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Paragraph 20(f)(1) herein, and distributed to each Unit Owner by check made payable jointly to such Unit Owner and its respective mortgagee(s). If there is no mortgage on the Unit, all distributions shall be made directly to the Unit Owner.

(4) Certificate. In making distributions to Unit Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.

(h) Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

(i) Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.

21. RECONSTRUCTION OR REPAIR AFTER FIRE OR OTHER CASUALTY.

(a) Determination to Reconstruct or Repair. Subject to the immediately following subsection, in the event of damage to or destruction of the Insured Property as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property, and the Insurance Trustee shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

If 75% or more of the Insured Property is substantially damaged or destroyed and if Unit Owners owning 80% of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and a Majority of Institutional First Mortgagees approve such resolution, the Condominium Property shall not be repaired and the net proceeds of insurance resulting from such damage or destruction shall be distributed to each Unit Owner, by check made payable to such Unit Owner and its respective mortgagee(s), in accordance with the provisions of Paragraph 20(f)(1) of this Declaration. Following such distribution of proceeds, the Condominium shall be terminated and the ownership of the Condominium Property shall be held by the formerly-titled Unit Owners in undivided interest as tenants-in-common, subject to and in accordance with the provisions of Paragraph 27 hereof.

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

(b) Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original improvements and the then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors and the then-applicable building and other codes.

(c) Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$100,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$100,000.00, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subsection (a) above, but then only upon the further approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.

(3) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance shall be distributed to each Unit Owner, by check made payable jointly to such Unit Owner and its respective mortgagee(s), in accordance with the provisions of Paragraph 20(f)(1) of this Declaration.

(4) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect, engineer or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Unit Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

(d) Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be levied against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements, as determined by the Association.

(e) Responsibilities of Unit Owners. If damage occurs to the Units, the maintenance and responsibility of which lies solely upon the respective Unit Owners, then each Unit Owner shall be solely responsible for all necessary reconstruction and repair to its

respective Unit which reconstruction and repair shall be effected promptly and in accordance with guidelines established by the Board of Directors. Each Unit Owner shall have the absolute responsibility of applying insurance proceeds, arising as a result of flood, fire or other casualty damage to the Unit to the repair and/or reconstruction of such Unit; provided, however, that no Unit Owner shall have the responsibility of applying insurance proceeds to the repair and/or reconstruction of the respective Units if the Condominium is terminated in accordance with the provisions of Paragraph 27 of this Declaration.

(f) Benefit of Mortgagees. Certain provisions in this Section are for the benefit of mortgagees of Units and may be enforced by any of them.

22. CONDEMNATION.

Any condemnation of any portion(s) of the Condominium Property shall be governed by the following provisions:

(a) Deposit of Certain Condemnation Awards with Insurance Trustee. Condemnation awards pertaining to the taking of Common Elements shall be paid over by each Unit Owner to the Insurance Trustee for use as noted hereinafter in this Section. In the event the Unit Owner fails to turn over such award as required, the defaulting Unit Owner shall be charged the maximum interest which does not constitute usury under Florida law until such amount is fully paid.

Condemnation awards pertaining to the condemnation of Units shall not be the property of the Association.

(b) Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for in Paragraph 21 of this Declaration for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

(c) Disbursement of Funds. If the Condominium is terminated following a condemnation, the proceeds of the awards pertaining to the condemnation of Common Elements will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of any such awards shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty, or as elsewhere in this Section specifically provided.

(d) Condemnation of Common Elements. Awards for the taking of portions of the 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,

however, 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, after adjustments to these shares effected pursuant hereto by reason of the taking, to each Unit Owner by check made payable jointly to such Unit Owner and its respective mortgagee(s), in accordance with the provisions of Paragraph 20(f)(1) of this Declaration.

(e) Condemnation of a Unit. If there is a taking of a Unit, the respective Unit Owner shall not be required to utilize any portion of the condemnation award with regard to reconstruction of the Unit. Following such taking of a Unit and the recording of a deed to the condemning authority, (1) the affected Unit Owner shall no longer have an ownership interest in the Unit or an undivided ownership interest in the Common Elements, and (2) such Unit Owner shall no longer be responsible for the payment of Common Expenses.

The following changes shall be made in the Condominium following a taking as described in this Section:

(1) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors.

(2) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This distribution shall be determined by taking the fractional share of each Unit Owner in proportion to the number of Units remaining in the Condominium.

(3) Assessments. In the event the Association does not have the funds necessary to alter the remaining portion of the condemned Unit for use as a part of the Common Elements, the additional funds for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

(f) Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are affected by the taking shall be evidenced by an amendment to this Declaration that is only required to be approved by, and executed upon the direction of, a majority of all members of the Board of Directors.

23. USE RESTRICTIONS.

Each Owner of a Unit shall be responsible for ensuring that the Owner's family, guests, tenants and Occupants comply with all provisions of the Condominium Instruments and the rules and regulations of the Association. Furthermore, each Owner and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, guests, tenants or Occupants, as a result of such person's violation of the Condominium Instruments, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or Occupants.

In addition to the following use restrictions, the Board of Directors may adopt reasonable rules and regulations in accordance with the terms hereof and as specified in the Bylaws. To the extent permitted by law, neither Units owned by the Developer nor the Developer, its agents, employees, or contractors, shall be subject to the provisions of this Paragraph.

(a) Use of Residential Units. Each Residential Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Residential Unit or any part of the Condominium other than the Commercial Units, except that the Owner or Occupant residing in a Residential Unit may conduct ancillary business activities within the Residential Unit so long as:

(i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the Residential Unit;

(ii) the business activity does not involve visitation of the Residential Unit by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a Residential Unit without business activity;

(iii) the business activity is legal and conforms to all zoning requirements for the Condominium;

(iv) the business activity does not increase traffic in the Condominium in excess of what would normally be expected for Residential Units in the Condominium without business activity (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services which deliveries shall be allowed only between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday);

(v) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage;

(vi) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as determined in the Board's discretion; and

(vii) the business activity does not result in a materially greater use of common element facilities or Association services.

The terms "business" and "trade," as used herein, shall have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the use of a Unit by an on-site management agent operating on behalf of the Association shall not be considered a trade or business within the meaning of this subparagraph. The Board of Directors shall have the sole discretion to determine what, if anything, is unreasonable about a particular business activity.

(b) Use of the Commercial Units. Commercial Units shall be used only for sales/leasing office for sales and leases of Residential Units within the Condominium Property, for other Developer management activities, and such other accessory uses as are permitted by applicable zoning ordinance and use restrictions.

(c) Number of Occupants. The maximum number of occupants in a Unit shall be limited to two (2) people per bedroom in the Unit, (as such bedrooms are depicted on the original Survey and Floor Plans filed in the Duval County, Florida records). "Occupancy," for purposes hereof, shall be defined as staying overnight in a Unit for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. This occupancy restriction shall not apply to require the removal of any person lawfully occupying a Unit on the Effective Date hereof. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

If an Owner of a Unit is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the person(s) who will occupy the Unit. The designated person(s) to occupy the Unit may not be changed more frequently than once every six (6) months.

(d) Outbuildings. No structure of a temporary character, trailer, tent, shack, carport, garage, barn or other outbuilding shall be erected by any Owner or Occupant, other than the Developer, on any portion of the Condominium, at any time, either temporarily or permanently, without the prior written approval of the Board.

(e) Use of Common Elements. There shall be no obstruction of the Common Elements, including, without limitation, sidewalks, entrances, driveways, passages, steps,

stairways and halls, nor shall anything be kept on, parked on, stored on or removed from any part of the Common Elements without the prior written consent of the Board, except as specifically provided herein. There shall be no use of the roofs of the Condominium buildings by the Owners, their family members, guests, tenants, invitees, agents or contractors except in case of emergency. The Association and its agents and contractors shall have access to the roofs for performing its maintenance and repair responsibility. There shall be no gardening or landscaping on the Common Elements by Owners or Occupants without the prior written consent of the Board. No pets are allowed in any of the Common Elements except for the designated dog walk area, if any, walking across the Common Elements to reach such walk area, if any, or to enter or exit the Condominium property, is permitted. This subparagraph shall not apply to the Developer, so long as the Developer shall own a Unit for sale.

(f) Use of Limited Common Elements, Screen Porches, Steps and Front Porches. Except as otherwise provided herein, the use of the Limited Common Elements assigned to the Units is restricted exclusively to the Owners of the Unit to which such Limited Common Elements are assigned, and said Owner's family members, guests, tenants and invitees. The Limited Common Elements are reserved for exclusive use, but shall not be construed or interpreted to be separate and apart from the Common Elements in general, and the restrictions applicable to the Common Elements shall also apply to the Limited Common Elements.

(i) Screen Porches, Front Porches and Steps. Screen porches, front porches and/or steps shall not be enclosed, either temporarily or permanently so as to incorporate them into the heated and cooled space of the Unit.

(ii) Hurricane Preparations. Each Unit Owner or Occupant who is absent from such Owner's Unit during hurricane season, shall prepare his/her Unit prior to departure by:

(a) Removing all furniture and plants and any other item not permanently affixed from the steps, front porches and screen porches; and

(b) Designating a responsible firm or individual to care for the Unit during his/her absence in the event that the Unit shall suffer hurricane damage. Each Unit Owner or Occupant shall furnish the Board, or manager, if any, with the name of such firm or individual.

(g) Hurricane Shutters. Owners shall not install hurricane or storm shutters without the prior approval of the ARC. Approved hurricane or storm shutters shall only be closed during a hurricane or severe storm warning and must be open at all other times. The Board of Directors shall adopt additional rules and regulations regarding design, color, location and use of hurricane shutters. The installation, replacement and maintenance of such hurricane shutters in accordance with this paragraph and with the rules and regulations shall not be deemed a material alteration to the Common Elements.

(h) Prohibition of Damage, Nuisance and Noise. Without the prior written consent of the Board of Directors, nothing shall be done or kept on the Condominium, or any part thereof, which would increase the rate of insurance on the Condominium or any Unit or part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.

It is the nature of multi-family properties (of which this Condominium is a part) that dwelling Units are built in close proximity to one another (resulting in sharing of common walls, floors and ceilings) and noise is frequently audible from one Unit to the next no matter how much sound proofing is attempted. It is therefore mandatory, for the mutual interest and protection of all Owners, lessees and other Occupants within the Condominium, to recognize that acoustical privacy is achieved only through understanding and compliance with certain limitations and restrictions. It is also recognized that sound insulation from an adjacent occupancy in a manner comparable to a single-family residence is impossible to attain and Owners and Occupants hereby acknowledge and accept that limitation. Owners and Occupants acknowledge that there will usually be some audio awareness of one's neighbors, depending upon the situation. All modifications of design of the structures, or related components thereof, by Owners and Occupants could alter the insulation and therefore are regulated by this Declaration. Owners and Occupants should review the Declaration for further information with respect to sound attenuation. Additionally, all furniture parts in contact with the floor should have rubber castors or felt pads to minimize noise and vibration attributable to moving furniture as well as scratching of finishes.

Noxious, destructive or offensive activity shall not be carried on within the Condominium. No Owner or Occupant of a Unit may use or allow the use of the Unit or any portion of the Condominium at any time, in any way or for any purpose which may endanger the health, unreasonably annoy or disturb or cause embarrassment, or discomfort to other Owners or Occupants, or in such a way as to constitute, in the sole opinion of the Board of Directors, a nuisance. In addition, no Owner or Occupant of a Unit may use or allow the use of a Unit or the Common Elements in any manner which creates disturbing noises, including, without limitation, use of stereo speakers or equipment that will in the sole discretion of the Board of Directors interfere with the rights, comfort or convenience of the other Owners or Occupants. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights.

No Owner, Occupant or agent of such Owner or Occupant shall do any work which, in the reasonable opinion of the Association's Board of Directors or its designee, would jeopardize the soundness or safety of the Condominium or any structure created thereon, would reduce the value thereof, or would impair any easement or other interest in real property thereto, without in every such case the unanimous, prior written consent of all members of the Association and their Mortgagees.

No damage to or waste of the Common Elements, or any part thereof, shall be permitted by any Owner or member of his or her family or any invitee of any Owner. Each Owner shall indemnify and hold the Association and the other Owners harmless against all loss to the

Association or other Owners resulting from any such damage or waste caused by such Owner, members of his or her family, guests, invitees, or Occupants of his or her Unit.

(i) Firearms and Fireworks. The display or discharge of firearms or fireworks on the Common Elements or Limited Common Elements is prohibited; provided, however, that the display of lawful firearms on the Common Elements or Limited Common Elements is permitted by law enforcement officers and also is permitted for the limited purpose of transporting the firearms across the Common Elements or Limited Common Elements to or from the Owner's Unit. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

(j) Pets. No Owner or Occupant may keep any pets other than generally recognized household pets on any portion of the Condominium, and no Owner or Occupant may keep more than two (2) such generally recognized household pets per Unit.

No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose. Pets may not be left unattended outdoors. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements, including Limited Common Elements, without prior written ARC approval. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while outdoors, except that dogs need not be leashed within screen porch areas when attended by a person. Feces left upon the Common Elements by dogs must be removed by the owner of the dog or the person responsible for the dog.

No potbellied pigs, snakes, pit bulldogs, rottweillers, doberman pinchers, or other animals determined in the Board's sole discretion to be dangerous may be brought onto or kept on the Condominium at any time. The Board may require that any pet which, in the Board's opinion, endangers the health of any Owner or Occupant or creates a nuisance or unreasonable disturbance, be permanently removed from the Condominium upon seven (7) days written notice. If the Owner or Occupant fails to do so, the Board may remove the pet. Any pet which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any community member may be removed by the Board without prior notice to the pet's owner.

Any Owner or Occupant who keeps or maintains any pet upon the Condominium shall be deemed to have agreed to indemnify and hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium.

(k) Parking. Uncovered parking spaces shall be Common Elements and shall be available on a first-come, first-serve basis. Covered parking spaces within garage buildings ("Garage Spaces") which have been assigned as a Limited Common Element, exclusively serving a particular Unit in accordance with Paragraph 10(a)(ix) of this Declaration may only be used by the Owner or Occupants to whom the Garage Space(s) is assigned, and their guests and families.

Vehicles permitted under this subparagraph may be parked only in designated, lined parking spaces, or garages or other areas authorized in writing by the Board.

Disabled and stored vehicles are prohibited from being parked on the Condominium, except in garages. For purposes hereof, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains on the Condominium without being driven for fourteen (14) consecutive days or longer without prior written Board permission.

Boats, trailers, panel trucks, buses, trucks with a load capacity of one (1) ton or more, vans (excluding mini-vans or utility vehicles used as passenger vehicles), recreational vehicles (RV's and motor homes), all-terrain vehicles (ATV's), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors are also prohibited from being parked on the Condominium, except in garages or other areas designated by the Board as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Common Elements during normal business hours for the purpose of serving any Unit or the Common Elements, but no such vehicle shall remain on the Common Elements overnight or for any purpose except serving a Unit or the Common Elements, without written Board consent.

If any vehicle is parked on any portion of the Condominium in violation of this Section or in violation of the Association's rules and regulations, the Board or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of the person or entity that will do the towing and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Board or the agent of the Association may have the vehicle towed in accordance with the notice, without further notice to the Owner or user of the vehicle.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's Unit, parking space or garage, is obstructing the flow of traffic, is parked on any grassy area, is parked in a space or garage which has been assigned as exclusively serving another Unit, or otherwise creates a hazardous condition, no notice shall be required and the Board or the agent of the Association may have the vehicle towed immediately. If a vehicle is towed in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

(l) Heating of Units in Colder Months. In order to prevent breakage of water pipes during colder months of the year resulting in damage to any portion of the Condominium, increased Common Expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Units shall be maintained with the heat in an "on" position and at a minimum temperature setting of fifty-five (55°) degrees

Fahrenheit (except during power failures or periods when heating equipment is broken) whenever the temperature is forecasted to or does reach thirty-two (32°) degrees Fahrenheit or below. Owners and Occupants of Units shall take all steps possible on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair.

(m) Signs. Except as may be provided for herein or as may be required by legal proceedings, and except for signs which may be erected by Developer related to the development and sale of Units, no signs, advertising posters, political placards or billboards of any kind shall be erected, placed, or permitted to remain on the Condominium without the prior written consent of the Board or its designee, except that one (1) professional security sign not to exceed six (6") inches by six (6") inches in size may be displayed from within a Unit, and one (1) portable, removable United States flag may be displayed in a respectful way. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association.

The Owner of the Commercial Units shall be permitted to erect signs identifying the business on the exterior of said Units or on or adjacent to the windows of said Units with the approval of the ACC; provided, however, such signs shall comply with all relevant zoning ordinances.

(n) Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Elements or Limited Common Elements outside the Unit, temporarily or otherwise, except in trash dumpsters or compactors. Rubbish, trash, and garbage shall be disposed of in sealed bags and either placed in the trash dumpsters or compactor, or proper receptacles designated by the Board for collection or removed from the Condominium.

(o) Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to 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 part of the Condominium. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the Unit.

(p) Garage Sales. Garage sales, yard sales, flea markets, or similar activities are prohibited.

(q) Garages. Garage doors shall remain closed at all times, except for necessary use, ingress, and egress.

(r) Window Treatments. All windows in Residential Units must have window treatments. The color of all window treatments visible from outside the Residential Unit must be white or off-white. Bed sheets shall not be used as window treatments.

(s) Antennas and Satellite Dishes. Except as provided below, no satellite dish, antenna or other device for the transmission or reception of television signals, radio signals or

any form of electromagnetic wave or radiation shall be erected, used or maintained on any portion of the Condominium, including the Unit or Limited Common Elements; provided, however, that the Association shall have the right to erect, construct and maintain such devices. The following shall apply to all Unit Owners:

(i) No transmission antenna, of any kind, may be erected anywhere on the Condominium, including the Units, without written approval of the Board of Directors or the Architectural Review Committee.

(ii) No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antenna larger than one meter in diameter shall be placed, allowed or maintained upon the Condominium, including the Units and the Limited Common Elements.

(iii) DBS and MMDS satellite dishes or antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association, both as may be amended from time to time.

In the event of a transfer of the Unit which includes a satellite dish or antenna, the Grantee shall assume all responsibility for the satellite dish or antenna and shall comply with this Declaration, the Bylaws and the rules and regulations regarding satellite dishes and antennas, including, but not limited to, those requirements relating to maintenance and removal of satellite dish or antenna.

(t) Abandoned Personal Property. Personal property, other than vehicles as provided for in subparagraph (i) shall not be kept, or allowed to remain for more than twenty-four (24) hours upon any portion of the Common Elements, other than on a Limited Common Element, without prior written Board permission. If the Board determines that a violation exists, then, not less than two (2) days after written notice is placed on the personal property and/or on the front door of the property owner's Unit, if known, the Board may remove and either discard or store the personal property in a location which the Board may determine and shall have no obligation to return, replace or reimburse the owner of the property. The notice shall include the name and telephone number of the person or entity which will remove the property and the name and telephone number of a person to contact regarding the alleged violation.

The Board, in its discretion, may determine that an emergency situation exists and may exercise its removal rights hereunder without prior notice to the property owner; provided, however, in such case, the Board shall give the property owner, if known, notice of the removal of the property and the location of the property within three (3) days after the property is removed.

Neither the Association nor any officer or agent thereof shall be liable to any person for any claim of damage resulting from the removal activity in accordance herewith. The Board

may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder.

(u) Replacing Carpet with Tile or Hardwood Floors. Other than the Developer, no Owner, Occupant, or any other person may replace carpeting with a tile, marble, vinyl, hardwood floor or other hard surfaced flooring material, on the interior of a Unit which is located above another Unit without first obtaining written approval of the Developer or the Architectural Review Committee, as applicable, as set forth in Paragraph 16. Among other factors, the Developer or the Architectural Review Committee, as applicable, may consider whether the change will cause noise to any Unit below which will exceed the average noise level in Units below Units with carpeted floors and that the weight of such proposed flooring is appropriate and will not cause problems to the structure or subflooring.

The Owner applying for such approval shall provide the Developer or the Architectural Review Committee, as applicable, with information regarding these factors, as well as other information requested by the Developer or the Architectural Review Committee regarding the proposed flooring and its effect; provided, however, the noise level requirements shall be considered to be met if the Owner provides a sound transmission test that the proposed flooring will create a noise level less than a standard level set by reasonable regulation of the Developer or the Architectural Review Committee, as applicable. Notwithstanding the above, at least seventy-five percent (75%) of the Unit (excluding the kitchen and bathrooms) shall be carpeted unless the flooring is sound proofed so as not to exceed the noise level in Units with carpeted floors.

(v) Moving. Occupants of Units shall be allowed to move-in or move-out only on the days and times pursuant to regulations adopted by the Board of Directors. Notwithstanding the above, there shall be no moving in or out of Units between the hours of 8:00 p.m. and 7:00 a.m.

(w) Sale Period. Notwithstanding any provisions contained in this Declaration to the contrary, during the period of the sale of the Condominium Units it shall be expressly permissible for Developer, its contractors, agents, employees, assigns and representatives, to maintain and carry on, upon such portion of the Condominium as Developer may deem necessary, such facilities and activities as in the sole opinion of Developer may be reasonably required, convenient or incidental to the completion and sale of the Condominium Units, including, but without limitation, business offices, signs, model Units and sales offices. The right to maintain and carry on such facilities and activities shall include specifically the right to use the parking facilities on the Condominium for such purposes and to use the Units owned by Developer as model Units and as offices for the sale of the Condominium Units and related activities.

(x) Marshes, Lake and Mitigation Areas. The Marshes, Lake and Mitigation Areas as depicted on the Survey are intended to be an undisturbed conservation area. All uses of these areas is prohibited, including but not limited to the following: fishing, swimming, boating, hiking, hunting, walking; provided that in accordance with paragraph 30(e) of this Declaration, the Developer has the right but not the obligation to construct one or more observation decks provided that the Developer obtains all necessary governmental permits and approvals.

Furthermore, the following activities are prohibited: (a) construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground; (b) dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials; (c) removal or destruction of trees, shrubs, or other vegetation; (d) excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface; (e) surface use except for purposes that permit the land or water area to remain predominantly in its natural condition; (f) activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; (g) acts or uses detrimental to such retention of land or water areas; (h) acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

24. SELLING, LEASING AND MORTGAGING OF UNITS.

Units may be made subject to mortgages without restrictions, but sales and leases thereof shall be subject to the provisions of this Section:

(a) Sales. Each new Owner receiving a conveyance from any party except the Developer shall notify the Association and the Management Firm, if any, within seven (7) days after receiving title to the Unit by delivering a copy of his deed to the Unit to the Association and the Management Firm, if any. Any Person having executed a contract for the purchase of a Unit, or a lender considering a loan to be secured by a Unit, shall be entitled, upon written request, to a certificate of unpaid assessments from the Association setting forth the amount of assessments and other monies owed to the Association as set forth in Paragraph 19(f) of this Declaration.

(b) Leases. The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and Bylaws, in order to enforce the provisions of this Paragraph. Leasing of all Residential Units shall be governed by the following provisions:

(i) Notice. At least seven (7) days prior to entering into the lease of a Residential Unit, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease. In the event a lease is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease in compliance with the Declaration and any rules and regulations adopted pursuant thereto.

(ii) General. Residential Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form which is deemed acceptable. There shall be no subleasing of Residential Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than twelve (12) months, except with

written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of a Residential Unit, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Residential Unit. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.

(iii) Liability for Assessments, Use of Common Elements, and Compliance with Declaration, Bylaws, and Rules and Regulations. Each Owner covenants and agrees that any lease of a Residential Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Residential Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(A) Compliance with Declaration, Bylaws, and Rules and Regulations. The lessee shall comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Residential Unit in order to ensure such compliance. The Owner shall cause all Occupants of his or her Residential Unit to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation, notice of the violation shall be given to the Owner and the lessee, and a fine may be charged against the Residential Unit in accordance with Article VII of the Bylaws. Any such fine imposed against a Residential Unit in accordance with Article VII of the Bylaws shall not become a lien against the Residential Unit.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Florida law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including reasonable attorney's fees actually incurred and court costs, associated with the eviction shall be billed to the Owner and shall

bear interest at the highest rate permitted by law from the date expended until paid in full.

(B) Use of Common Elements. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements, including but not limited to, the use of any and all recreational facilities and other amenities.

(c) Continuing Liability. The liability of the Unit Owner under this Declaration shall continue, notwithstanding the fact that he may have leased, rented or sub-let said interest as provided herein. Every purchaser, tenant or lessee shall take subject to this Declaration, the Articles of Incorporation, the Bylaws, and the Management Agreement, if any, as well as the provisions of the Act.

(d) No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements.

(e) Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer such Owner's Unit by gift, to devise such Owner's Unit by will, or to have such Owner's Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and such Owner's Unit subject to, the provisions of this Section.

25. COMPLIANCE AND DEFAULT.

Each Occupant and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

(a) Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association.

(b) Compliance. In the event a Unit Owner fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the Bylaws, the Articles of Incorporation, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines or to

sue in a court of law for damages. For purposes of this Declaration, the failure of an Occupant who is not a Unit Owner to comply with the terms and provisions of this Declaration shall not relieve the Unit Owner from liability and responsibility.

(c) Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the Articles of Incorporation, the Bylaws or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

(d) No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the Articles of Incorporation, the Bylaws or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

26. TERMINATION OF CONDOMINIUM.

The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided elsewhere in this Declaration, or (ii) such time as termination of the condominium form of ownership is authorized as provided in Section 718.117 of the Act.

27. ADDITIONAL RIGHTS OF MORTGAGEES AND OTHERS.

The following provisions are intended for the benefit of each holder of a first mortgage upon a Unit, and, to the extent that any other provisions of this Declaration conflicts with the following provisions, if at all, the following provisions shall control:

(a) Upon request in writing, the Association shall furnish to each Institutional First Mortgagee of a Unit and any holder, insurer or guarantor of a first mortgage a written notice of any default by the Unit Owner of such Unit in the performance of such Unit Owner's obligations under this Declaration that has not been cured within 30 days.

(b) Upon request in writing, each Institutional First Mortgagee of a Unit and any holder, insurer or guarantor of a first mortgage on a Unit shall have the right:

(1) to examine current copies of this Declaration, the Bylaws, rules and regulations and the books, records and financial statements of the Association during normal business hours;

(2) to receive, without any charge and within a reasonable time after such request, the annual audited financial statement which is prepared and distributed by the Association to the Unit Owners at the end of its fiscal year; provided, however, that in the event an audited financial statement is not available, the holders of 51% or more of the first

mortgages in the Units shall be entitled to have such an audited statement prepared at their expense;

(3) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

(4) to receive written notice of any decision by the Unit Owners to make a material amendment to the Declaration, the Bylaws or the Articles of Incorporation;

(5) to receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(6) to receive written notice of any action which would require the consent of a specified number of Institutional First Mortgagees.

(c) No provision of this Declaration or the Articles of Incorporation or any similar instrument pertaining to the Condominium Property or the Units therein shall be deemed to give a Unit Owner or any other party priority over any rights of the Institutional First Mortgagees of Units pursuant to their mortgages in the case of distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units, and/or the Common Elements, or any portion thereof or interest therein. In such event, the holder of any first mortgage on a Unit shall be entitled, upon specific written request, to timely written notice of any such loss.

(d) If Mortgages subject to the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation are involved, the consent of Owners holding at least sixty-seven percent (67%) of the total votes in the Association and the approval of the holders of first mortgages on Units which represent at least 51% of the votes of Units that are subject to first mortgages shall be required to add or amend any material provisions of this Declaration, which consent shall not be unreasonably withheld. Material changes are defined by the Federal National Mortgage Association and/or the Department of Housing and Urban Development to be as follows:

(1) Voting rights;

(2) Increases in Assessments that raise the previous Assessment by more than 25%, Assessment liens or the priority of Assessment liens;

(3) Reductions in reserves for maintenance, repair and replacement of the Common Elements;

(4) Hazard or fidelity insurance requirements;

(5) Rights to use of the Common Elements;

(6) Responsibility for maintenance and repair of the Condominium Property;

- (7) Boundaries of any Unit;
 - (8) The reallocation of interests in the Common Elements or Limited Common Elements or the rights to their use;
 - (9) Convertibility of Units into Common Elements or of Common Elements into Units;
 - (10) Leasing of Units;
 - (11) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit; and
 - (12) Any decision by the members of the Association to establish self-management and terminate the management responsibilities, duties and contractual obligations of the Management Firm, if any, to the extent not superseded by the provisions of Section 718.302(1), Florida Statutes, in the event of conflict between such statute and this subsection;
 - (13) The expansion or contraction of the Condominium Property, or the addition, annexation, or withdrawal of property to or from the Condominium;
 - (14) Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than as provided in this Declaration; or
 - (15) Any provisions which are for the express benefit of holders, insurers or guarantors of first mortgages on the Units.
- (e) If Mortgages subject to the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation are involved, unless at least two-thirds (2/3) of the first Mortgagees or Unit Owners give their consent, which consent shall not be unreasonably withheld, the Association or the membership shall not:
- (i) by act or omission seek to abandon or terminate the Condominium;
 - (ii) change the pro rata interest or obligations of any individual Unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (2) determining the pro rata share of ownership of each Unit in the Common Elements;
 - (iii) partition or subdivide any Unit in any manner inconsistent with the provisions of this Declaration;
 - (iv) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements (the granting of easements or licenses, as authorized herein, shall not be deemed a transfer within the meaning of this clause); or

(v) use hazard insurance proceeds for losses to any portion of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement, or reconstruction of such portion of the Condominium.

The provisions of this subparagraph shall not be construed to reduce the percentage vote that must be obtained from Mortgagees or Unit Owners where a larger percentage vote is otherwise required by the Act or the Condominium Instruments for any of the actions contained in this Paragraph.

(f) Upon written request to the Association, identifying the name and address of the holder and the Unit number or address, any Institutional First Mortgagee will be entitled to timely written notice of:

(i) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first Mortgage held by such Institutional First Mortgagee;

(ii) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first Mortgage held by such Institutional First Mortgagee which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Unit Owner of any other obligation under the Condominium Instruments which is not cured within sixty (60) days;

(iii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

(iv) any proposed action which would require the consent of a specified percentage of Institutional First Mortgagee, as specified herein.

(g) If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder, insurer or guarantor of any first mortgage on a Unit will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle a Unit Owner or other party to priority over such holder with respect to the distribution to such Unit of the proceeds of any award or settlement.

(h) Any holder of a first mortgage on a Unit who receives a written request to approve additions or amendments and fails to deliver or mail to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

(i) In the event professional management has been previously required by any holder, insurer or guarantor of a first mortgage on a Unit, any decision to establish self management by the Association shall require the prior consent of Unit Owners in accordance with Section 718.302(1), Florida Statutes.

(j) As required by Section 718.110, Florida Statutes, any mortgagee consent required under this Section shall not be unreasonably withheld and shall otherwise be deemed to apply to the extent applicable.

28. DISCLAIMER OF WARRANTIES

DEVELOPER HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AS TO DESIGN, CONSTRUCTION, FURNISHING AND EQUIPPING OF THE CONDOMINIUM PROPERTY, AND IN ACCORDANCE WITH SECTION 718.618(6) OF THE ACT DEVELOPER HEREBY MAKES NO IMPLIED WARRANTIES, HAVING ELECTED INSTEAD TO ESTABLISH CONVERTER RESERVE ACCOUNTS IN ACCORDANCE WITH SECTION 718.618(6) OF THE ACT AS SET FORTH IN THE INITIAL BUDGET FOR THE ASSOCIATION IN LIEU OF IMPLIED WARRANTIES OR POSTING OF A SURETY BOND. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

ALL UNIT OWNERS, BY VIRTUE OF THEIR ACCEPTANCE OF TITLE TO THEIR RESPECTIVE UNITS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY), SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

29. MEDIATION AND ARBITRATION

All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for mediation or arbitration shall be resolved through such alternative resolution procedures instead of civil litigation.

30. ADDITIONAL PROVISIONS

(a) Access Easement Agreement. Access to the Condominium from J. Turner Butler Boulevard is provided by two private roads, known as Greens Way and Marsh Landing Boulevard, over which the Condominium owns non-exclusive easement rights pursuant to the Access Easement Agreement. Pursuant to the Access Easement Agreement, the Grantor, Marsh Landing Business Park, Ltd., or its successor in interest, shall maintain the roads within the Easement Area, as that term is defined in the Access Easement Agreement. In accordance with Paragraph 5 of the Access Easement Agreement, the Condominium Property is required to pay a prorata share of such maintenance costs to the Grantee or its success in interest. Such maintenance costs shall be a Common Expense.

(b) Notices. All notices to the Association required or desired hereunder or under the Bylaws shall be sent by first class mail to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time

to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the address of such Unit Owner appearing in the Association's records at the time the notice is transmitted. Where a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address which the Developer initially identifies for that purpose and thereafter as one or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given or the Owners of the Unit do not agree, to the address provided in the deed of record.

All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association.

All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or 5 business days after proper mailing, whichever shall first occur.

(c) Interpretation. The Board of Directors shall be responsible for interpreting the provisions hereof and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel to the Association, or the legal counsel having drafted this Declaration, that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

(d) Binding Effect of Section 718.303, Florida Statutes. The provisions of Section 718.303(1), Florida Statutes, shall be in full force and effect and are incorporated herein. The Management Firm, if any, for as long as the Management Agreement remains in effect, shall assist the Association in the prosecution of any action pursuant to the statute aforescribed.

(e) Right of Developer to Add Recreational Facilities and Common Elements. If the Developer elects to add or expand any recreational facilities or any other portion of the Common Elements, the Developer shall pay all the expenses relating to the construction or the providing of such addition or expansion and shall record an amendment to this Declaration describing such property. The amendment shall be executed with the formalities of a deed and recorded in the public records of the County. No approval or action of the Association, Unit Owners or mortgagees shall be necessary for adding such additional Common Elements to condominium ownership. All costs of maintenance, repair and replacement relating to the addition or expansion of the recreational facilities or any other portion of the Common Elements shall be a Common Expense.

(f) Use and Conveyance of Commercial Units by Declarant to Association.

(i) Declarant may, but is not required to, give the Unit Owners and/or the Association the right to use any Commercial Units. The duration, terms, and conditions of such usage are at the discretion of the Declarant and may be unilaterally changed by Declarant from time to time. If Unit Owners and/or Association are given the right by Declarant to use any

Commercial Units owned by Declarant, then the Association shall be responsible for paying for insurance, property taxes, and the cost of maintaining and repairing such Commercial Units.

(ii) The Declarant may, but shall not be obligated to, transfer or convey to the Association the Commercial Units which are subject to the terms of this Declaration. Any such conveyance shall be accepted by the Association, and the Commercial Units shall thereafter be maintained by the Association. Declarant shall not be required to make any improvements whatsoever to the Commercial Units to be conveyed and accepted pursuant to this subparagraph.

(g) Exhibits. There are hereby incorporated in this Declaration all materials contained in the exhibits annexed hereto, except that as to such exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.

(h) Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

(i) Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

(j) Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each Occupant who is not a Unit Owner (by reason of such occupancy), shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles of Incorporation, the Bylaws and applicable rules and regulations, are fair and reasonable in all material respects.

(k) Gender; Plurality. For convenience and ease of reference, the third person singular impersonal form of pronoun "it" has been used herein without regard to the proper grammatical person or gender of the party being referred to. All such references shall be deemed to include the singular or plural person and the masculine, feminine or neuter gender, as required by the context.

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

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 12th day of June, 2002.

**DEVELOPER:
CONDOMINIUM PARCEL OWNER:**

WITNESSES:

VILLAS AT MARSH LANDING, LLC,
a Florida limited liability company

Name: [Signature]
Print Name: Rob Meyer
Name: [Signature]
Print Name: LEE WALKER

By: GERE Suncoast, LLC, a Delaware limited Liability company, its sole member

By: LeCraw Suncoast Investors, LLC, a Georgia limited liability company, as its sole Manager

By: JLC Suncoast Realty, LLC, a Georgia limited liability company, as its sole Manager

By: [Signature] (SEAL)
Name: Stephen D. Broome
Title: Manager

(Corporate Seal)

STATE OF Georgia
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 12th day of June, 2002, by Stephen D. Broome, as manager of JLC Suncoast Realty, LLC, sole Manager of LeCraw Suncoast Investors, LLC, sole Manager of GERE Suncoast, LLC, sole member of **VILLAS AT MARSH LANDING, LLC**, a Florida limited liability company. He/She is personally known to me or he/she has produced _____ as identification.

My Commission Expires: Aug 8/05
(AFFIX NOTARY SEAL)

[Signature]
(Signature)
Name: Kimberley Daniel
(Legibly Printed)

Notary Public, State of _____ KIMBERLEY DANIEL
Notary Public, Dekalb County, Georgia
(Commission Expires August 8, 2005)

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EXHIBIT "A"
Description of Submitted Property

A part of William Hart Grant, Section 55, Township 3 South, Range 29 East, Duval County, Florida, being more particularly described as follows: For a point of reference commence at the intersection of the East line of said Section 55, with the line dividing Duval County from St. Johns County; thence South 88°51'00" West along said dividing line, a distance of 2075.22 feet to the point of beginning; thence continue South 88°51'00" West a distance of 640.48 feet; thence North 80°52'56" West a distance of 359.07 feet; thence North 70°22'49" West a distance of 274.39 feet; thence South 55°05'48" West a distance of 126.97 feet, to a point lying on the Easterly line of those lands described in Official Records Volume 5248, page 934 and 935 of the current public records of said county; thence Northwesterly along said Easterly line the following four courses: (1) North 22°20'45" West a distance of 235.34 feet; (2) North 11°07'15" West a distance of 206.50 feet; (3) North 28°51'15" West a distance of 196.30 feet, (4) North 16°38'00" West a distance of 52.04 feet to the centerline of a 100 foot wide drainage easement described in Deed Book 1740, page 202, of the current public records of said County; thence North 88°51'00" East, along said centerline, a distance of 1,545.91 feet to a point on a curve concave Northeasterly having a radius of 430.00 feet; thence Southeasterly along the arc of said curve, a chord bearing of South 38°29'08" East, a chord distance of 62.89 feet and an arc distance of 62.94 feet to an intersection with the Southerly line of the aforementioned 100 foot drainage easement; thence continuing along the arc of said curve, a chord bearing of South 44°56'25" East, a chord distance of 33.94 feet and an arc distance of 33.94 feet to a point of reverse curvature of a curve concave Westerly having a radius of 25.00 feet; thence Southerly along the arc of said curve a chord bearing of South 01°07'12" East and a chord distance of 36.02 feet and an arc distance of 40.21 feet to a point of compound curvature of a curve concave Northwesterly having a radius of 260.00 feet; thence Southwesterly along the arc of said curve, a chord bearing of South 48°39'23" West, a chord distance of 33.50 feet and an arc distance of 33.53 feet; thence South 01°09'00" East a distance of 605.36 feet to the point of beginning.

Containing 23.36 acres, more or less, and being shown and described according to that certain survey by R. E. Holland & Associates, Inc., dated February 21, 2001, last revised December 13, 2001.

TOGETHER WITH easements appurtenant to the above described property created by that certain Grant of Easement between Marsh Landing Business Park, Ltd. and Pacific Mutual Life Insurance Company, dated December 27, 1990, and recorded in Official Records Volume 7021, page 1978, of the public records of Duval County, Florida (the "1990 Easement"), over the following described Parcels 1 and 2:

PARCEL 1 - EASEMENT PARCEL

An easement for ingress and egress created by that certain Grant of Easement from Marsh Landing Business Park, Ltd., to Pacific Mutual Life Insurance Company dated December 27, 1990, and recorded in Official Records Volume 7021, page 1978, of the public records of Duval County, Florida, over and across a part of the William Hart Grant, Section 55, Township 3 South, Range 29 East, Duval County, Florida, being more particularly described as follows: For a point of reference, commence at the intersection of the East line of said Section 55 with the line dividing Duval County from St. Johns County; thence South 88°51'00" West, along said dividing line, a distance of 875.60 feet to the Southeast corner of the lands as described in Official Records Volume 6011, page 2277, of the current public records of Duval County and a point on the Westerly line of an easement for ingress and egress as described in Official Records Volume 5864, page 946, of said public records, said easement also known as Marsh Landing Boulevard, thence Northerly along said Westerly line the following three courses: (1) Northerly along the arc of a curve concave Easterly having a radius of 912.57 feet, a chord bearing of North 10°04'59" West, a chord distance of 149.97 feet and an arc distance of 150.14 feet to a point of compound curvature; (2) Northerly along the arc of a curve concave Easterly having a radius of 1,750.00 feet, a chord bearing of North 03°13'25" West, a chord distance of 131.06 feet and an arc distance of 131.09 feet to the Northeast corner of said lands recorded in Official Records Volume 6011, page 2277; (3) continue Northerly along the arc of said curve having a radius of 1,750.00 feet, a chord bearing North 00°00'20" East, a chord distance of 66.48 feet and an arc distance of 66.48 feet to the Point of Beginning; thence continue along the arc of said curve concave Easterly having a radius of 1,750.00 feet, a chord bearing of North 03°31'23" East, a chord distance of 148.04 feet and an arc distance of 148.08 feet to a point of outcrop and a point on a curve concave

Northwesterly having a radius of 25.00 feet; thence Southwesterly along the arc of said curve, a chord bearing of South 51°01'40" West, a chord distance of 35.40 feet and an arc distance of 39.34 feet to the point of tangency of said curve; thence North 83°53'29" West, a distance of 46.39 feet to the point of curvature of a curve concave Southeasterly having a radius of 301.19 feet; thence Southwesterly along the arc of said curve, a chord bearing of South 71°29'04" West, a chord distance of 250.99 feet and an arc distance of 258.89 feet to a point of reverse curvature; thence Westerly along the arc of a curve concave Northerly having a radius of 270.00 feet, a chord bearing of North 83°00'46" West, a chord distance of 414.43 feet and an arc distance of 472.44 feet to a point of reverse curvature; thence Northwesterly along the arc of a curve concave Southwesterly having a radius of 330.00 feet, a chord bearing of North 56°06'12" West, a chord distance of 260.19 feet and an arc distance of 267.45 feet to a point of reverse curvature; thence Northwesterly along the arc of a curve concave Northeasterly having a radius of 370.00 feet, a chord bearing of North 59°57'34" West, a chord distance of 245.33 feet and an arc distance of 250.06 feet to a point on the centerline of a drainage easement as recorded in Deed Book 1740, page 202, of the aforementioned public records; thence South 88°51'00" West, along said centerline, a distance of 74.33 feet to a point on a curve concave Northeasterly having a radius of 430.00 feet; thence Southeasterly along the arc of said curve, a chord bearing of South 40°44'49" East, a chord distance of 96.68 feet and an arc distance of 96.88 feet to a point of reverse curvature; thence Southerly along the arc of a curve concave Westerly having a radius of 25.00 feet, a chord bearing of South 01°07'12" East, a chord distance of 36.02 feet and an arc distance of 40.21 feet to a point of compound curvature; thence Southwesterly along the arc of a curve concave Northwesterly having a radius of 260.00 feet, a chord bearing of South 48°39'23" West, a chord distance of 33.50 feet and an arc distance of 33.53 feet; thence South 01°09'00" East, a distance of 93.79 feet to a point on a curve concave Northwesterly having a radius of 340.00 feet; thence Northeasterly along the arc of said curve, a chord bearing of North 51°30'11" East, a chord distance of 121.48 feet and an arc distance of 122.14 feet to a point of reverse curvature; thence Easterly along the arc of a curve concave Southerly having a radius of 25.00 feet, a chord bearing of North 78°42'09" East, a chord distance of 30.43 feet and an arc distance of 32.72 feet to a point of reverse curvature; thence Southeasterly along the arc of a curve concave Northeasterly having a radius of 430.00 feet, a chord bearing of South 71°33'51" East, a chord distance of 116.08 feet and an arc distance of 116.43 feet to a point of reverse curvature; thence Southeasterly along the arc of a curve concave Southwesterly having a radius of 270.00 feet, a chord bearing of South 56°06'12" East, a chord distance of 212.88 feet and an arc distance of 218.82 feet to a point of reverse curvature; thence Easterly along the arc of a curve concave Northerly having a radius of 330.00 feet, a chord bearing of South 83°00'46" East, a chord distance of 506.53 feet and an arc distance of 577.42 feet to a point of reverse curvature; thence Northeasterly along the arc of a curve concave Southeasterly having a radius of 125.99 feet, a chord bearing of North 71°29'04" East, a chord distance of 104.99 feet and an arc distance of 108.29 feet to the point of tangency of said curve; thence South 83°53'29" East, a distance of 140.43 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet; thence Southeasterly along the arc of said curve, a chord bearing of South 41°23'46" East, a chord distance of 33.78 feet and an arc distance of 37.08 feet to a point of cusp and a point on the aforementioned Westerly line of Marsh Landing Boulevard, the same being the Point of Beginning.

PARCEL 2 - EASEMENT PARCEL

A part of the William Hart Grant, Section 55, Township 3 South, Range 29 East, Duval County, Florida more particularly described as follows: for a point of reference commence at the intersection of the east line of said Section 55 with the line dividing Duval County from St. Johns County; thence S.88°51'00"W., along said dividing line, a distance of 772.32 feet to the easterly line of an ingress-egress easement as recorded in Official Records Volume 5864, Page 946 of the current public records of said Duval County and the point of beginning; thence continue S.88°51'00"W., along said dividing line, a distance of 103.28 feet to the southeast corner of the lands as described in Official Records Volume 6011, Page 2277 of said public records; thence northerly along the westerly lines of said ingress-egress easement the following eight courses: 1) northerly along the arc of a curve concave easterly having a radius of 912.57 feet, a chord bearing of N.10°04'58"W., a chord distance of 149.97 feet and an arc distance of 150.14 feet to a point of compound curvature; 2) Northerly along the arc of a curve concave easterly having a radius of 1750.00 feet a chord bearing of N.00°41'38"E., a chord distance of 350.00 feet and an arc distance of 350.59 feet to the point of tangency of said curve; 3) N.06°26'00"E., a distance of 182.82 feet; 4) N.04°42'50"E., a distance of 147.46 feet; 5) N.03°58'53"E., a distance of 44.42 feet to the point of curvature of a curve concave westerly having a radius of 180.00 feet; northerly along the arc of said curve, a chord bearing of N.05°48'19"W., a chord distance of 61.19 feet and an arc distance of 61.49 feet to the point of tangency of said

curve; 7) N.15°35'31"W., a distance of 19.57 feet to the point of curvature of a curve concave easterly having a radius of 165.00 feet; 8) northerly along the arc of said curve, a chord bearing of N.05°29'52"E., a chord distance of 118.74 feet and an arc distance of 121.47 feet to a point on the southerly right-of-way line of a frontage Road of J. Turner Butler Boulevard (State Rd. 202); thence easterly along said right-of-way line the following three courses: 1) N.86°27'55"E., a distance of 14.66 feet; 2) N.82°38'25"E., a distance of 137.96 feet; 3) N.82°26'10"E., a distance of 2.59 feet to a point on the easterly line of the aforesaid ingress-egress easement; thence southerly along said easterly line the following eight courses: 1) southerly along the arc of a curve concave easterly having a radius of 185.00 feet, a chord bearing of S.11°12'33"E., a chord distance of 53.43 feet and an arc distance of 58.68 feet to the point of tangency of said curve; 2) S.20°13'43"E., a distance of 12.5 feet to the point of curvature of a curve concave westerly having a radius of 220.00 feet; 3) southerly along the arc of said curve, a chord bearing of S.07°40'41"W., a chord distance of 206.56 feet and an arc distance of 214.45 feet to the point of tangency of said curve; 4) S.35°40'05"W., a distance of 7.46 feet to the point of curvature of a curve concave southeasterly having a radius of 295.00 feet; 5) southwesterly along the arc of said curve, a chord bearing of S.21°03'01"W., a chord distance of 148.89 feet and an arc distance of 150.52 feet to the point of tangency of said curve; 6) S.06°26'00"W., a distance of 183.43 feet to the point of curvature of a curve concave easterly having a radius of 1650.00 feet; 7) southerly along the arc of said curve, a chord bearing of S.00°41'38"W., a chord distance of 330.00 feet and an arc distance of 330.55 feet to a point of compound curvature; 8) southerly along the arc of a curve concave easterly having a radius of 512.57 feet, a chord bearing of S.10°56'31"E., a chord distance of 157.81 feet and an arc distance of 153.06 feet to the point of beginning.

EXHIBIT "B"PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS
AND COMMON SURPLUS AND UNDIVIDED SHARE OF COMMON EXPENSES

192 Units

Unit Number	Unit Size	Percentage Interest	Unit Number	Unit Size	Percentage Interest	Unit Number	Unit Size	Percentage Interest
101	1,066	0.5243%	406	1,066	0.5243%	707	771	0.3792%
102	1,066	0.5243%	407	1,066	0.5243%	708	771	0.3792%
103	1,066	0.5243%	408	1,066	0.5243%	709	771	0.3792%
104	1,066	0.5243%	409	771	0.3792%	710	771	0.3792%
105	1,066	0.5243%	410	771	0.3792%	711	1,258	0.6187%
106	1,066	0.5243%	411	1,258	0.6187%	712	1,258	0.6187%
107	771	0.3792%	412	1,258	0.6187%	801	1,066	0.5243%
108	771	0.3792%	501	1,258	0.6187%	802	1,066	0.5243%
109	1,258	0.6187%	502	1,258	0.6187%	803	1,066	0.5243%
110	1,258	0.6187%	503	1,258	0.6187%	804	1,066	0.5243%
201	1,258	0.6187%	504	771	0.3792%	805	771	0.3792%
202	1,258	0.6187%	505	1,066	0.5243%	806	771	0.3792%
203	771	0.3792%	506	1,066	0.5243%	807	771	0.3792%
204	771	0.3792%	507	1,066	0.5243%	808	771	0.3792%
205	771	0.3792%	508	1,066	0.5243%	809	1,258	0.6187%
206	771	0.3792%	509	1,066	0.5243%	810	1,258	0.6187%
207	1,066	0.5243%	510	1,066	0.5243%	901	1,258	0.6187%
208	1,066	0.5243%	511	1,258	0.6187%	902	1,258	0.6187%
209	1,066	0.5243%	512	1,258	0.6187%	903	1,066	0.5243%
210	1,066	0.5243%	601	1,258	0.6187%	904	1,066	0.5243%
301	1,258	0.6187%	602	1,258	0.6187%	905	771	0.3792%
302	1,258	0.6187%	603	1,066	0.5243%	906	771	0.3792%
303	771	0.3792%	604	1,066	0.5243%	1001	1,066	0.5243%
304	771	0.3792%	605	1,066	0.5243%	1002	1,066	0.5243%
305	1,066	0.5243%	606	1,066	0.5243%	1003	1,066	0.5243%
306	1,066	0.5243%	607	1,066	0.5243%	1004	1,066	0.5243%
307	1,066	0.5243%	608	1,066	0.5243%	1005	1,066	0.5243%
308	1,066	0.5243%	609	771	0.3792%	1006	1,066	0.5243%
309	1,066	0.5243%	610	771	0.3792%	1007	1,066	0.5243%
310	1,066	0.5243%	611	1,258	0.6187%	1008	1,066	0.5243%
311	1,258	0.6187%	612	1,258	0.6187%	1101	1,066	0.5243%
312	1,258	0.6187%	701	1,258	0.6187%	1102	1,066	0.5243%
401	1,258	0.6187%	702	1,258	0.6187%	1103	1,066	0.5243%
402	1,258	0.6187%	703	1,066	0.5243%	1104	1,066	0.5243%
403	1,066	0.5243%	704	1,066	0.5243%	1105	1,066	0.5243%
404	1,066	0.5243%	705	1,066	0.5243%	1106	1,066	0.5243%
405	1,066	0.5243%	706	1,066	0.5243%	1107	1,066	0.5243%

Unit Number	Unit Size	Percentage Interest	Unit Number	Unit Size	Percentage Interest	Unit Number	Unit Size	Percentage Interest
1108	1.066	0.5243%	1601	1.066	0.5243%	1908	1.066	0.5243%
1201	771	0.3792%	1602	1.066	0.5243%	1909	1.066	0.5243%
1202	771	0.3792%	1603	1.066	0.5243%	1910	1.066	0.5243%
1203	1.066	0.5243%	1604	1.066	0.5243%	1911	1.258	0.6187%
1204	1.066	0.5243%	1605	1.066	0.5243%	1912	1.258	0.6187%
1205	1.258	0.6187%	1606	1.066	0.5243%	2001	1.258	0.6187%
1206	1.258	0.6187%	1607	1.066	0.5243%	2002	1.258	0.6187%
1301	1.258	0.6187%	1608	1.066	0.5243%	2003	771	0.3792%
1302	1.258	0.6187%	1701	1.258	0.6187%	2004	771	0.3792%
1303	1.258	0.6187%	1702	1.258	0.6187%	2005	771	0.3792%
1304	1.066	0.5243%	1703	1.066	0.5243%	2006	771	0.3792%
1305	771	0.3792%	1704	1.066	0.5243%	2007	1.066	0.5243%
1306	771	0.3792%	1705	771	0.3792%	2008	1.066	0.5243%
1401	1.066	0.5243%	1706	771	0.3792%	2009	1.066	0.5243%
1402	1.066	0.5243%	1801	1.258	0.6187%	2010	1.066	0.5243%
1403	1.066	0.5243%	1802	1.258	0.6187%			
1404	1.066	0.5243%	1803	1.066	0.5243%	Commercial Unit #1	409	0.2011%
1405	1.066	0.5243%	1804	1.066	0.5243%	Commercial Unit #2	162	0.0797%
1406	1.066	0.5243%	1805	1.066	0.5243%			
1407	1.066	0.5243%	1806	1.066	0.5243%	TOTAL:		100.00%
1408	1.066	0.5243%	1807	1.066	0.5243%			
1501	1.258	0.6187%	1808	1.066	0.5243%			
1502	1.258	0.6187%	1809	771	0.3792%			
1503	1.066	0.5243%	1810	771	0.3792%			
1504	1.066	0.5243%	1811	1.258	0.6187%			
1505	1.066	0.5243%	1812	1.258	0.6187%			
1506	1.066	0.5243%	1901	1.258	0.6187%			
1507	1.066	0.5243%	1902	1.258	0.6187%			
1508	1.066	0.5243%	1903	771	0.3792%			
1509	771	0.3792%	1904	771	0.3792%			
1510	771	0.3792%	1905	1.066	0.5243%			
1511	1.258	0.6187%	1906	1.066	0.5243%			
1512	1.258	0.6187%	1907	1.066	0.5243%			

EXHIBIT "C"

SURVEYS/PLOT PLANS

SEE SHEET 2 OF 10

SEE SHEET 3 OF 10

C4	1750.00'	148.08'	148.04'	N 03°31'23" E
C5	25.00'	34.34'	35.40'	S 51°01'40" W
C6	301.14'	250.84'	250.94'	S 71°24'04" W
C7	210.00'	472.44'	414.43'	N 83°00'46" W
C8	330.00'	267.45'	260.19'	N 56°06'12" W
C9	370.00'	250.06'	245.33'	N 54°57'34" W
C10	430.00'	96.88'	96.68'	S 40°44'44" E
C11	25.00'	40.21'	36.02'	S 01°07'12" E
C12	260.00'	33.53'	33.50'	S 48°34'23" W
C13	340.00'	122.14'	121.48'	N 51°30'11" E
C14	25.00'	32.12'	30.43'	N 78°42'04" E
C15	430.00'	116.43'	116.06'	S 71°33'51" E
C16	210.82'	212.88'	212.88'	S 56°06'12" E
C17	330.00'	571.42'	506.53'	S 83°00'46" E
C18	125.44'	108.24'	104.94'	N 71°24'04" E
C19	25.00'	37.08'	33.78'	S 41°23'46" E
C20	412.57'	150.14'	144.47'	N 10°04'58" W
C21	1750.00'	350.54'	350.00'	N 00°41'38" E
C22	180.00'	61.44'	61.14'	N 05°48'14" W
C23	165.00'	121.47'	118.74'	N 05°24'52" E
C24	185.00'	58.68'	58.43'	S 11°33'33" E
C25	220.00'	214.95'	206.50'	S 07°40'41" W
C26	245.00'	150.52'	148.84'	S 21°03'01" W
C27	1650.00'	330.55'	330.00'	S 00°41'38" W
C28	812.57'	158.06'	157.81'	S 10°56'31" E

LINE	RECTION	DISTANCE
3	S 53°24' N	46.34'
8	S 51°00' N	74.33'
10	N 04°00' E	43.74'
3	S 53°24' E	140.43'
5	S 26°00' E	182.82'
4	S 42°50' E	147.46'
3	S 58°53' E	44.42'
15	S 35°31' N	14.57'
26	S 21°55' E	14.66'
2	S 38°25' E	137.96'
2	S 26°10' E	2.54'
20	S 18°43' E	12.51'
5	S 40°05' N	7.46'
5	S 26°00' N	183.43'

REVISED 12/13/01 TO SHOW UPDATED / RE-CERTIFIED SURVEY
NO. #252.01, P.C. - RTF; C.T. - JLV

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Professional Surveyors & Mappers
R.E. Holland &
Associates, Inc.

7601 ALTON AVENUE
JACKSONVILLE, FLORIDA 32211
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB6755

TEL(904) 805-4646
FAX(904) 805-4647

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE MINIMUM
TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA
BOARD OF SURVEYORS AND MAPPERS PURSUANT TO
CHAPTER 472.071 OF THE FLORIDA STATUTES AND 68F-6
OF THE FLORIDA ADMINISTRATIVE CODE.

ROBERT E. HOLLAND
FL REGISTRATION NO. 4242

DATE OF SIGNATURE: 12/14/01

PROJECT NUMBER: 10601
WORK ORDER NO.: 113.01
PARTY CHIEF: RTF
COMPUTED BY: REH
CADD TECH: ABP
DC FILE NO.: 10601A.CRS
FB, VA PG., N/A
SHEET 2 OF 2 SHEETS
DRAWING NO. F10601

REDUCED SCALE DRAWING / DRAWING NOT TO SCALE

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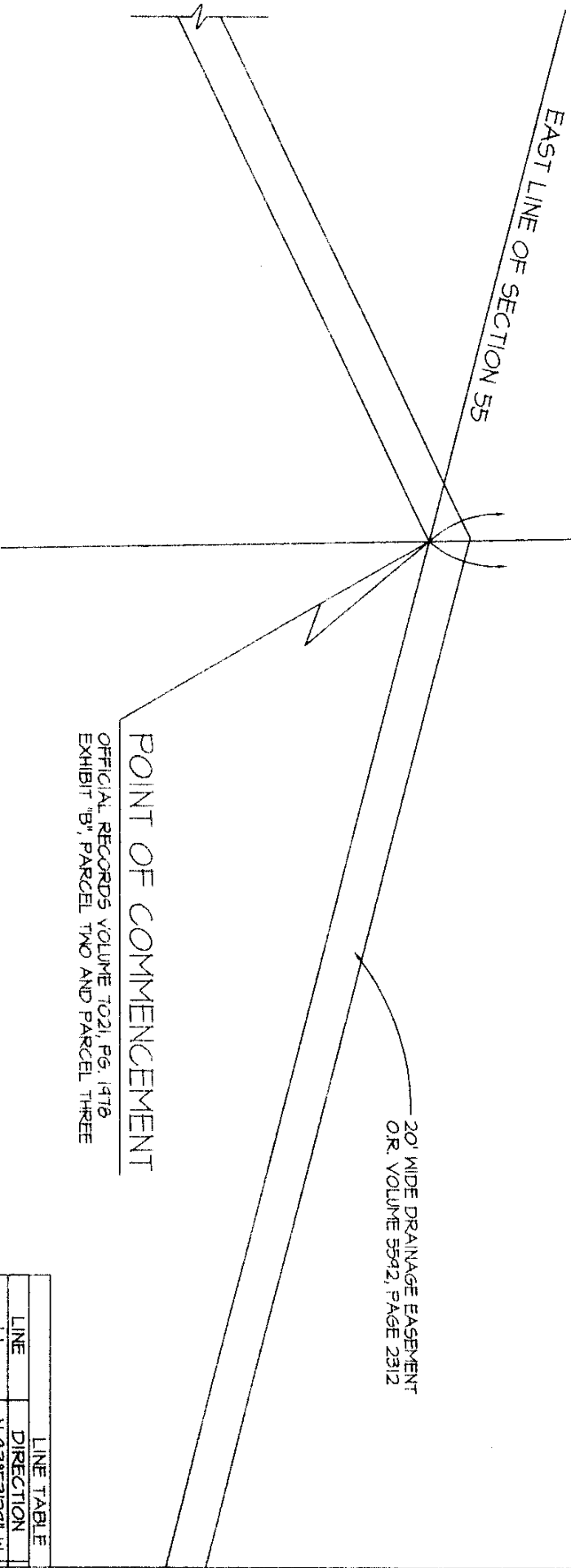
7601 ALTON AVENUE
JACKSONVILLE, FLORIDA 32211
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB 6755

TEL(904) 805-4646
FAX(904) 805-4647


ROBERT E. HOLLAND
FL REGISTRATION NO. 4242

DATE: MARCH 11, 2002
WORK ORDER NO.: 106.02
PROJECT NUMBER: 10601A
SHEET 1 OF 10 SHEETS
DRAWING NO. A10601

SEE SHEET 4 OF 10



POINT OF COMMENCEMENT
OFFICIAL RECORDS VOLUME 1021, PG. 1478
EXHIBIT "B", PARCEL TWO AND PARCEL THREE

20' WIDE DRAINAGE EASEMENT
OR VOLUME 5542, PAGE 2312

LINE	DIRECTION
L1	N 83°53'24" W
L2	S 88°51'00" W
L3	S 01°04'00" E
L4	S 83°53'24" E
L5	N 06°26'00" E
L6	N 04°42'50" E
L7	N 03°50'53" E
L8	N 15°35'31" W
L9	N 86°21'55" E
L10	N 82°30'25" E
L11	N 82°26'10" E
L12	S 20°18'43" E
L13	S 35°40'05" W
L14	S 06°26'00" W

SEE SHEET 1 OF 10

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Professional Surveyors & Meppers
R.E. Holland &
Associates, Inc.

DATE: MARCH 11, 2002
WORK ORDER NO.: 106.02
PROJECT NUMBER: 10601A
SHEET 2 OF 10 SHEETS
DRAWING NO. A10601

SEE SHEET 4 OF 10

GE 1537

AST

EASEMENT FOR INGRESS AND EGRESS
O.R. VOLUME 6662, PAGE 1537
EXHIBIT "B"

SEE SHEET 5 OF 10

WIDENING BOULEVARD

THE FOLLOWING O.R. VOLUME PAGES BOTH DESCRIBE THE SAME LANDS
COMPRISING THIS 3.0 ACRE NON-EXCLUSIVE EASEMENT FOR INGRESS
AND EGRESS LOCATED IN DIVAL COUNTY AND PROVIDING ACCESS TO
A FRONTAGE ROAD OF J. TURNER BUTLER BOULEVARD VIA
MARSH LANDING BOULEVARD.

EASEMENT FOR INGRESS AND EGRESS GRANTED TO
PACIFIC MUTUAL LIFE INSURANCE COMPANY
BY OFFICIAL RECORDS VOLUME 1021, PG. 197B
EXHIBIT "B", PARCEL THREE

O.R.V. 8231, PG. 940
QUIT CLAIM DEED
TO OWNERS' ASSOCIATION
EXHIBIT "A"

CURVE DATA TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING
C1	412.51'	150.14'	144.97'	N 10° 04' 59" W
C2	1750.00'	131.04'	131.06'	N 03° 13' 25" W
C3	1750.00'	66.48'	66.48'	N 00° 00' 20" E
C4	1750.00'	148.08'	148.04'	N 03° 31' 23" E
C5	25.00'	34.34'	35.40'	S 51° 01' 40" W
C6	301.14'	250.84'	250.94'	S 71° 24' 04" W
C7	210.00'	412.44'	414.43'	N 83° 00' 46" W
C8	330.00'	267.45'	260.19'	N 56° 06' 12" W
C9	370.00'	357.06'	345.34'	N 54° 57' 34" W

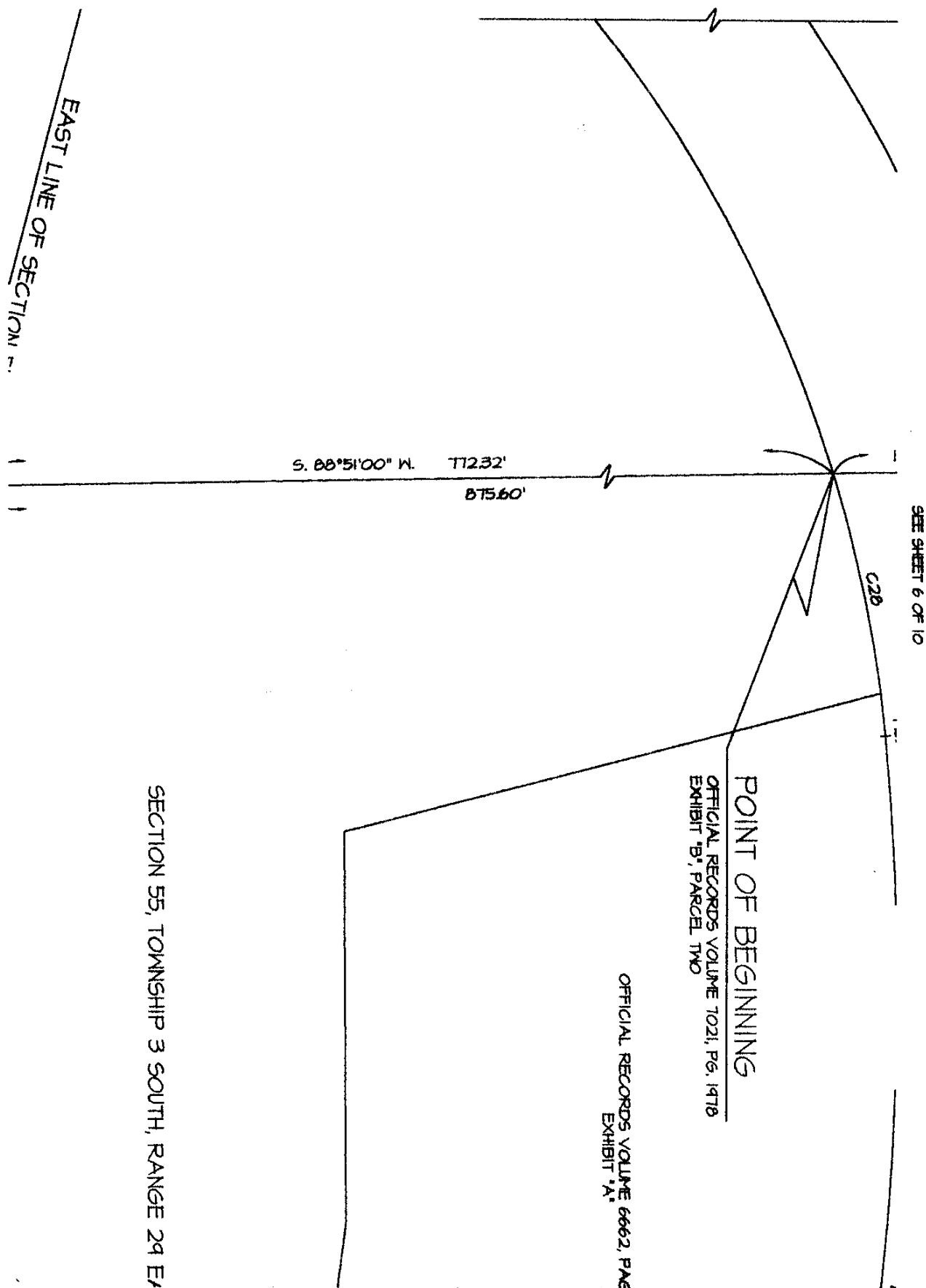
SEE SHEET 1 OF 10

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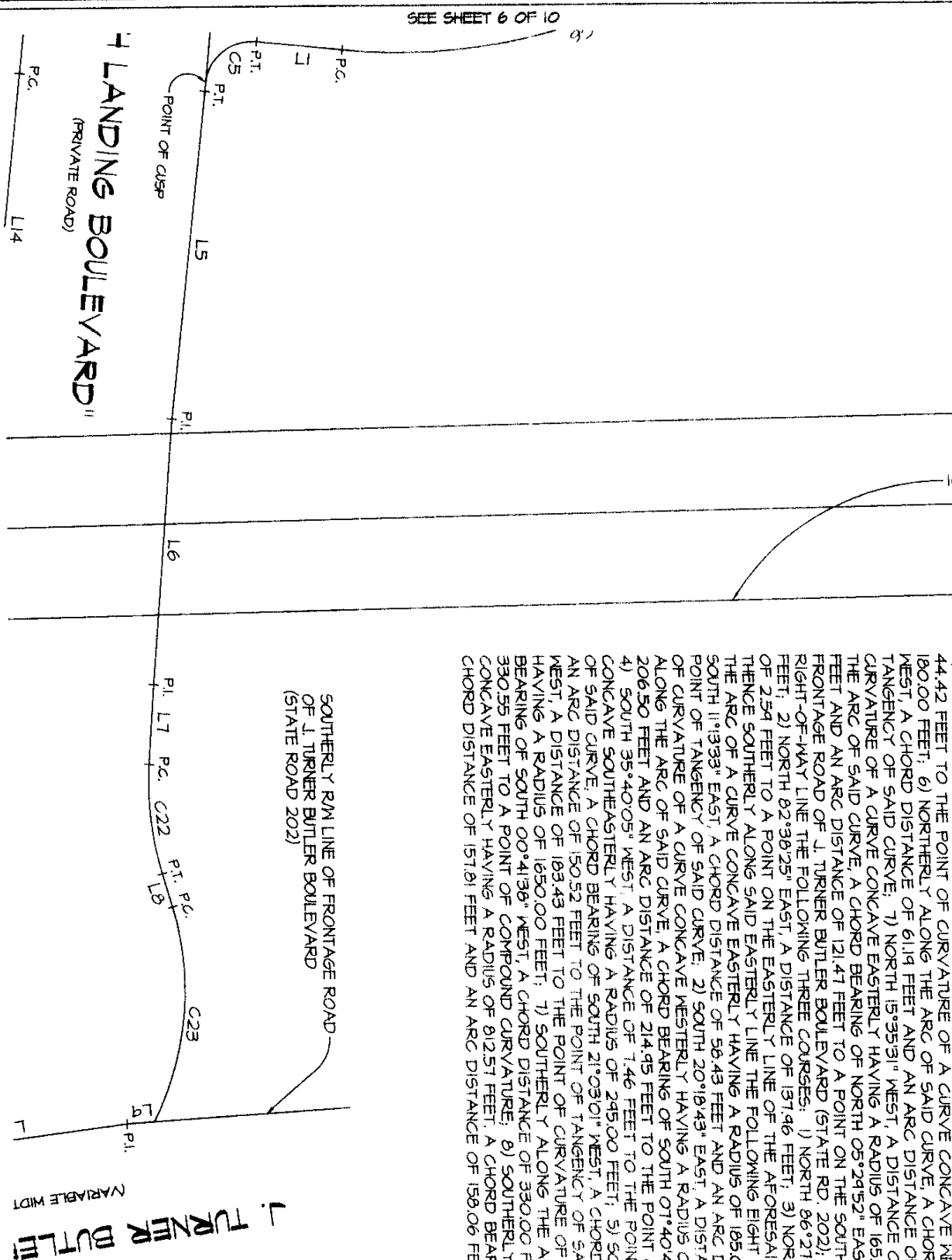
DATE: MARCH 11, 2002
WORK ORDER NO.: 10602
PROJECT NUMBER: 10601A
SHEET 3 OF 10 SHEETS
DRAWING NO. A10601



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Professional Surveyors & Mappers
R.E. Holland &
 Associates, Inc.

DATE: MARCH 11, 2002
WORK ORDER NO.: 10602
PROJECT NUMBER: 10601A
SHEET 4 OF 10 SHEETS
DRAWING NO. A10601



SEE SHEET 7 OF 10

44.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 180.00 FEET; 6) NORTHERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF NORTH 05°48'19" WEST, A CHORD DISTANCE OF 611.9 FEET AND AN ARC DISTANCE OF 61.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; 7) NORTH 15°35'31" WEST, A DISTANCE OF 14.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET; 8) NORTHERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF NORTH 05°24'52" EAST, A CHORD DISTANCE OF 118.74 FEET AND AN ARC DISTANCE OF 121.47 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF A FRONTAGE ROAD OF J. TURNER BUTLER BOULEVARD (STATE RD. 202); THENCE EASTERLY ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: 1) NORTH 86°21'55" EAST, A DISTANCE OF 14.66 FEET; 2) NORTH 82°38'25" EAST, A DISTANCE OF 137.96 FEET; 3) NORTH 82°26'10" EAST, A DISTANCE OF 2.54 FEET TO A POINT ON THE EASTERLY LINE OF THE AFORESAID INGRESS-EGRESS EASEMENT; THENCE SOUTHERLY ALONG SAID EASTERLY LINE THE FOLLOWING EIGHT COURSES: 1) SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 185.00 FEET, A CHORD BEARING OF SOUTH 11°33'31" EAST, A CHORD DISTANCE OF 56.43 FEET AND AN ARC DISTANCE OF 58.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; 2) SOUTH 20°18'43" EAST, A DISTANCE OF 12.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 220.00 FEET; 3) SOUTHERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH 07°40'41" WEST, A CHORD DISTANCE OF 206.50 FEET AND AN ARC DISTANCE OF 214.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE; 4) SOUTH 35°40'05" WEST, A DISTANCE OF 7.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 245.00 FEET; 5) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH 21°03'01" WEST, A CHORD DISTANCE OF 148.84 FEET AND AN ARC DISTANCE OF 150.52 FEET TO THE POINT OF TANGENCY OF SAID CURVE; 6) SOUTH 06°26'00" WEST, A DISTANCE OF 103.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET; 7) SOUTHERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH 00°41'38" WEST, A CHORD DISTANCE OF 330.00 FEET AND AN ARC DISTANCE OF 330.55 FEET TO A POINT OF COMPOUND CURVATURE; 8) SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 812.57 FEET, A CHORD BEARING OF SOUTH 10°56'31" EAST, A CHORD DISTANCE OF 157.81 FEET AND AN ARC DISTANCE OF 158.06 FEET TO THE POINT OF BEGINNING.

SOUTHERLY R/W LINE OF FRONTAGE ROAD
OF J. TURNER BUTLER BOULEVARD
(STATE ROAD 202)

J. TURNER BUTLER
VARIABLE WIDT

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DATE: MARCH 11, 2002
WORK ORDER NO.: 106.02
PROJECT NUMBER: 10601A
SHEET 5 OF 10 SHEETS
DRAWING NO. A10601

SECTION 55, TOWNSHIP 3 SOUTH, RANGE 29 EAST

SEE SHEET 8 OF 10

ST. JOHNS COUNTY
DUVAL COUNTY

POINT OF BEGINNING

OFFICIAL RECORDS VOLUME 7021, PG. 1978
EXHIBIT "B", PARCEL ONE

O.R. VOL. 6011, PAGE 2277

NORTHEAST CORNER OF -
LANDS AS DESCRIBED IN
O.R. VOL. 6011, PAGE 2277

-SOUTHEAST CORNER OF
LANDS AS DESCRIBED IN
O.R. VOL. 6011, PAGE 2277

O.R. VOLUME 5864, PAGE 946, EXHIBIT A
O.R. VOLUME 6621, PAGE 475, EXHIBIT B
(NON-EXCLUSIVE ESMT FOR INGRESS & EGRESS)
O.R. VOLUME 6275, PAGE 275, EXHIBIT B
(NON-EXCLUSIVE ESMT FOR INGRESS & EGRESS)

103.28

SEE SHEET 4 OF 10

C28

P.C.C.

627

STAY

SEE SHEET 5 OF 10

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DATE: MARCH 11, 2002

WORK ORDER NO.: 106.02

PROJECT NUMBER: 10601A

SHEET 6 OF 10 SHEETS

DRAWING NO. A1060

Professional Surveyors & Mappers

**R.E. Holland &
Associates, Inc.**

DATE: MARCH 11, 2002

WORK ORDER NO.: 106.02

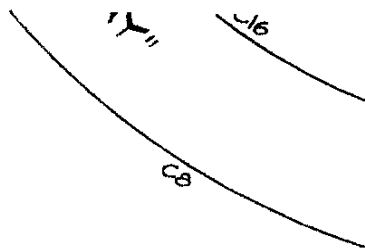
PROJECT NUMBER: 10601A

SHEET 6 OF 10 SHEETS

DRAWING NO. A1060

SEE SHEET 8 OF 10

GRESS AND EGRESS GRANTED TO
LIFE INSURANCE COMPANY
ORDS VOLUME 1021, PG. 197B
EL TWO



—100' WIDE DRAINAGE EASEMENT BY DEED BOOK 1740, PAGE 202—

CENTERLINE

SEE SHEET 9 OF 10

430.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH 40°44'44" EAST, A CHORD DISTANCE OF 46.68 FEET AND AN ARC DISTANCE OF 46.88 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 01°07'12" EAST, A CHORD DISTANCE OF 36.02 FEET AND AN ARC DISTANCE OF 40.21 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 260.00 FEET, A CHORD BEARING OF SOUTH 48°34'23" WEST, A CHORD DISTANCE OF 33.50 FEET AND AN ARC DISTANCE OF 33.53 FEET; THENCE SOUTH 01°04'00" EAST, A CHORD DISTANCE OF 43.74 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 340.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF NORTH 51°30'11" EAST, A CHORD DISTANCE OF 121.43 FEET AND AN ARC DISTANCE OF 122.14 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 78°42'04" EAST, A CHORD DISTANCE OF 30.43 FEET AND AN ARC DISTANCE OF 32.72 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 430.00 FEET, A CHORD BEARING OF SOUTH 71°33'51" EAST, A CHORD DISTANCE OF 116.08 FEET AND AN ARC DISTANCE OF 116.43 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 210.00 FEET, A CHORD BEARING OF SOUTH 56°06'12" EAST, A CHORD DISTANCE OF 212.88 FEET AND AN ARC DISTANCE OF 218.82 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 506.53 FEET AND AN ARC DISTANCE OF 571.42 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 125.94 FEET, A CHORD BEARING OF NORTH 71°24'04" EAST, A CHORD DISTANCE OF 104.94 FEET AND AN ARC DISTANCE OF 108.24 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 83°53'24" EAST, A DISTANCE OF 140.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH 41°23'46" EAST, A CHORD DISTANCE OF 33.78 FEET AND AN ARC DISTANCE OF 37.08 FEET TO A POINT OF CUSP AND A POINT ON THE AFOREMENTIONED WESTERLY LINE OF MARSH LANDING BOULEVARD, THE SAME BEING THE POINT OF BEGINNING.

EASEMENT FOR INGRESS AND EGRESS GRANTED TO PACIFIC MUTUAL LIFE INSURANCE COMPANY
OFFICIAL RECORDS VOLUME 1021, PG. 197B, EXHIBIT 'B', PARCEL TWO

A PART OF THE WILLIAM HART GRANT, SECTION 55, TOWNSHIP 3 SOUTH, RANGE 29 EAST, DIVAL COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 55 WITH THE LINE DIVIDING DIVAL COUNTY FROM ST. JOHNS COUNTY, THENCE SOUTH 88°51'00" WEST, ALONG SAID DIVIDING LINE, A DISTANCE OF 712.32 FEET TO THE EASTERLY LINE OF AN INGRESS-EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS VOLUME 5064, PAGE 446 OF THE CURRENT PUBLIC RECORDS OF SAID DIVAL COUNTY AND THE POINT OF BEGINNING, THENCE CONTINUE SOUTH 88°51'00" WEST, ALONG SAID DIVIDING LINE, A DISTANCE OF 103.28 FEET TO THE SOUTHEAST CORNER OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 6011, PAGE 2271 OF SAID PUBLIC RECORDS; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID INGRESS-EGRESS EASEMENT THE FOLLOWING EIGHT COURSES: 1) NORTHERLY ALONG THE ARC OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 912.57 FEET, A CHORD BEARING OF NORTH 10°04'58" WEST, A CHORD DISTANCE OF 144.97 FEET AND AN ARC DISTANCE OF 150.14 FEET TO A POINT OF COMPOUND CURVATURE; 2) NORTHERLY ALONG THE ARC OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1750.00 FEET, A CHORD BEARING OF NORTH 00°41'36" EAST, A CHORD DISTANCE OF 350.00 FEET AND AN ARC DISTANCE OF 350.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE; 3) NORTH 06°26'00" EAST, A DISTANCE OF 182.82 FEET; 4) NORTH 04°42'50" EAST, A DISTANCE OF 147.46 FEET; 5) NORTH 03°50'53" EAST, A DISTANCE OF 44.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF

SEE SHEET 5 OF 10

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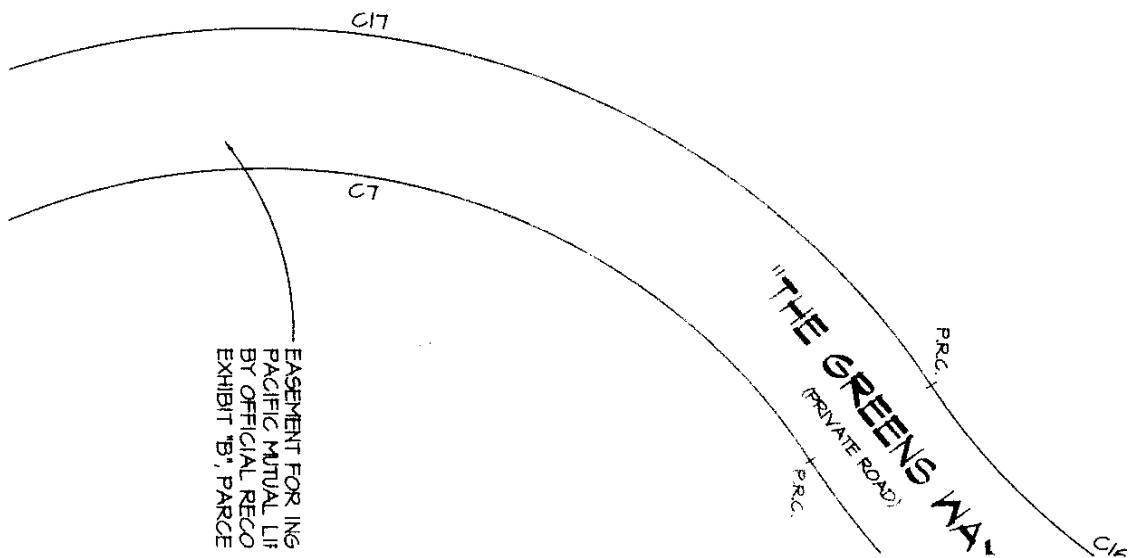
Professional Surveyors & Mappers
R.E. Holland &
Associates, Inc.

DATE: MARCH 11, 2002
WORK ORDER NO.: 106.02
PROJECT NUMBER: 10601A
SHEET 7 OF 10 SHEETS
DRAWING NO. A10601

Y

SEE SHEET 6 OF 10

SEE SHEET 10 OF 10



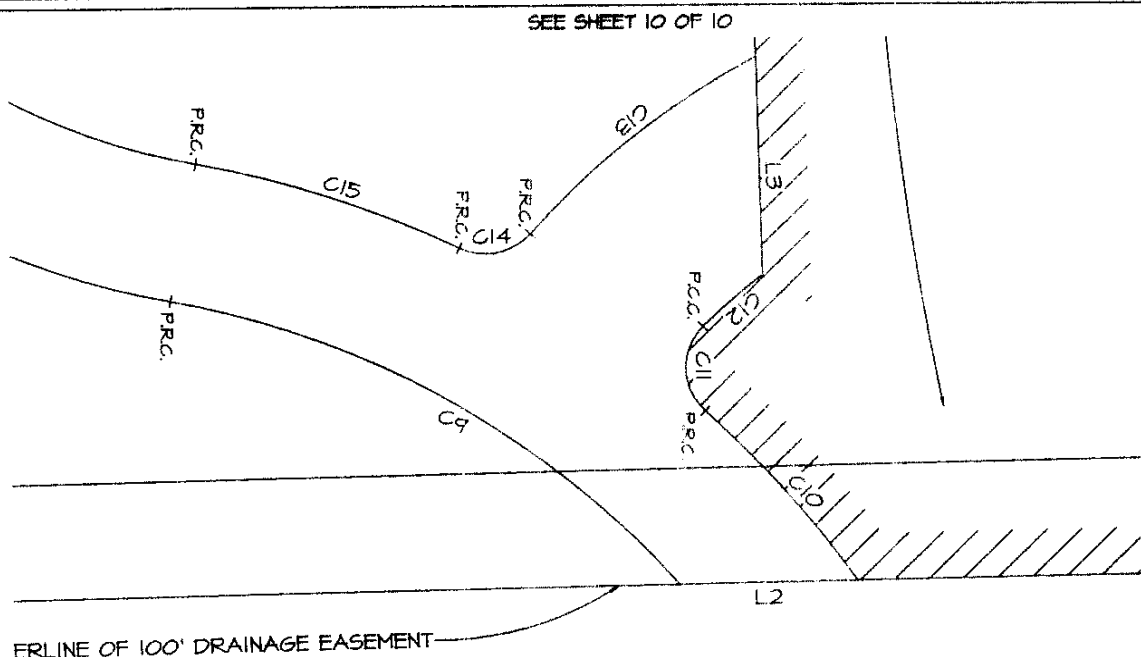
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SHEET 8 OF 10 SHEETS
DRAWING NO. A10601



MAP SHOWING LOCATIONS AND
LEGAL DESCRIPTIONS OF
EASEMENTS AFFECTING SUBJECT PROPERTY

EASEMENT FOR INGRESS AND EGRESS GRANTED TO PACIFIC MUTUAL LIFE INSURANCE COMPANY
OFFICIAL RECORDS VOLUME 1021, PG. 1978, EXHIBIT "B", PARCEL TWO

A PART OF THE WILLIAM HART GRANT, SECTION 55, TOWNSHIP 3 SOUTH, RANGE 29 EAST, DIVAL COUNTY,
FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 55
WITH THE LINE DIVIDING DIVAL COUNTY FROM ST. JOHNS COUNTY, THENCE SOUTH 88°51'00" WEST, ALONG
SAID DIVIDING LINE, A DISTANCE OF 875.60 FEET TO THE SOUTHEAST CORNER OF THE LANDS AS
DESCRIBED IN OFFICIAL RECORDS VOLUME 6011, PAGE 2271, OF THE CURRENT PUBLIC RECORDS OF
DIVAL COUNTY AND A POINT ON THE WESTERLY LINE OF AN EASEMENT FOR INGRESS AND EGRESS AS
DESCRIBED IN OFFICIAL RECORDS VOLUME 5864, PAGE 946, OF SAID PUBLIC RECORDS, SAID EASEMENT
ALSO KNOWN AS MARSH LANDING BOULEVARD, THENCE NORTHERLY ALONG SAID WESTERLY LINE THE
FOLLOWING THREE COURSES: (1) NORTHERLY ALONG THE ARC OF A CURVE CONCAVE EASTERLY HAVING
A RADIUS OF 912.57 FEET, A CHORD BEARING OF NORTH 10°04'54" WEST, A CHORD DISTANCE OF 144.97
FEET AND AN ARC DISTANCE OF 150.14 FEET TO A POINT OF COMPOUND CURVATURE; (2) NORTHERLY
ALONG THE ARC OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,150.00 FEET, A CHORD
BEARING OF NORTH 03°13'25" WEST, A CHORD DISTANCE OF 131.06 FEET AND AN ARC DISTANCE OF
131.04 FEET TO THE NORTHEAST CORNER OF SAID LANDS RECORDED IN OFFICIAL RECORDS VOLUME
6011, PAGE 2271; (3) CONTINUE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF
1,150.00 FEET, A CHORD BEARING NORTH 00°00'20" EAST, A CHORD DISTANCE OF 66.48 FEET AND AN
ARC DISTANCE OF 66.48 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG THE ARC OF SAID
CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,150.00 FEET, A CHORD BEARING OF NORTH 03°13'25"
EAST, A CHORD DISTANCE OF 148.04 FEET AND AN ARC DISTANCE OF 148.08 FEET TO A POINT OF CUSP
AND A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, THENCE
SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH 51°01'40" WEST, A
CHORD DISTANCE OF 35.40 FEET AND AN ARC DISTANCE OF 34.34 FEET TO THE POINT OF TANGENCY
OF SAID CURVE, THENCE NORTH 83°53'24" WEST, A DISTANCE OF 46.34 FEET TO THE POINT OF CURVATURE
OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 301.19 FEET, THENCE SOUTHEASTERLY
ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH 71°29'04" WEST, A CHORD DISTANCE OF
250.94 FEET AND AN ARC DISTANCE OF 258.84 FEET TO A POINT OF REVERSE CURVATURE, THENCE
WESTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 270.00 FEET, A
CHORD BEARING OF NORTH 83°00'46" WEST, A CHORD DISTANCE OF 414.43 FEET AND AN ARC DISTANCE
OF 412.44 FEET TO A POINT OF REVERSE CURVATURE, THENCE NORTHEASTERLY ALONG THE ARC OF A
CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 330.00 FEET, A CHORD BEARING OF NORTH
56°06'12" WEST, A CHORD DISTANCE OF 260.19 FEET AND AN ARC DISTANCE OF 261.45 FEET TO A POINT
OF REVERSE CURVATURE, THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE
NORTHEASTERLY HAVING A RADIUS OF 310.00 FEET, A CHORD BEARING OF NORTH 54°57'34" WEST,
A CHORD DISTANCE OF 245.33 FEET AND AN ARC DISTANCE OF 250.06 FEET TO A POINT ON THE
CENTERLINE OF A DRAINAGE EASEMENT AS RECORDED IN DEED BOOK 1740, PAGE 202, OF THE
AFOREMENTIONED PUBLIC RECORDS, THENCE SOUTH 88°51'00" WEST, ALONG SAID CENTERLINE, A
DISTANCE OF 74.33 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF
430.00 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH
40°44'44" EAST, A CHORD DISTANCE OF 96.68 FEET AND AN ARC DISTANCE OF 96.68 FEET TO A
POINT OF REVERSE CURVATURE, THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE WESTERLY

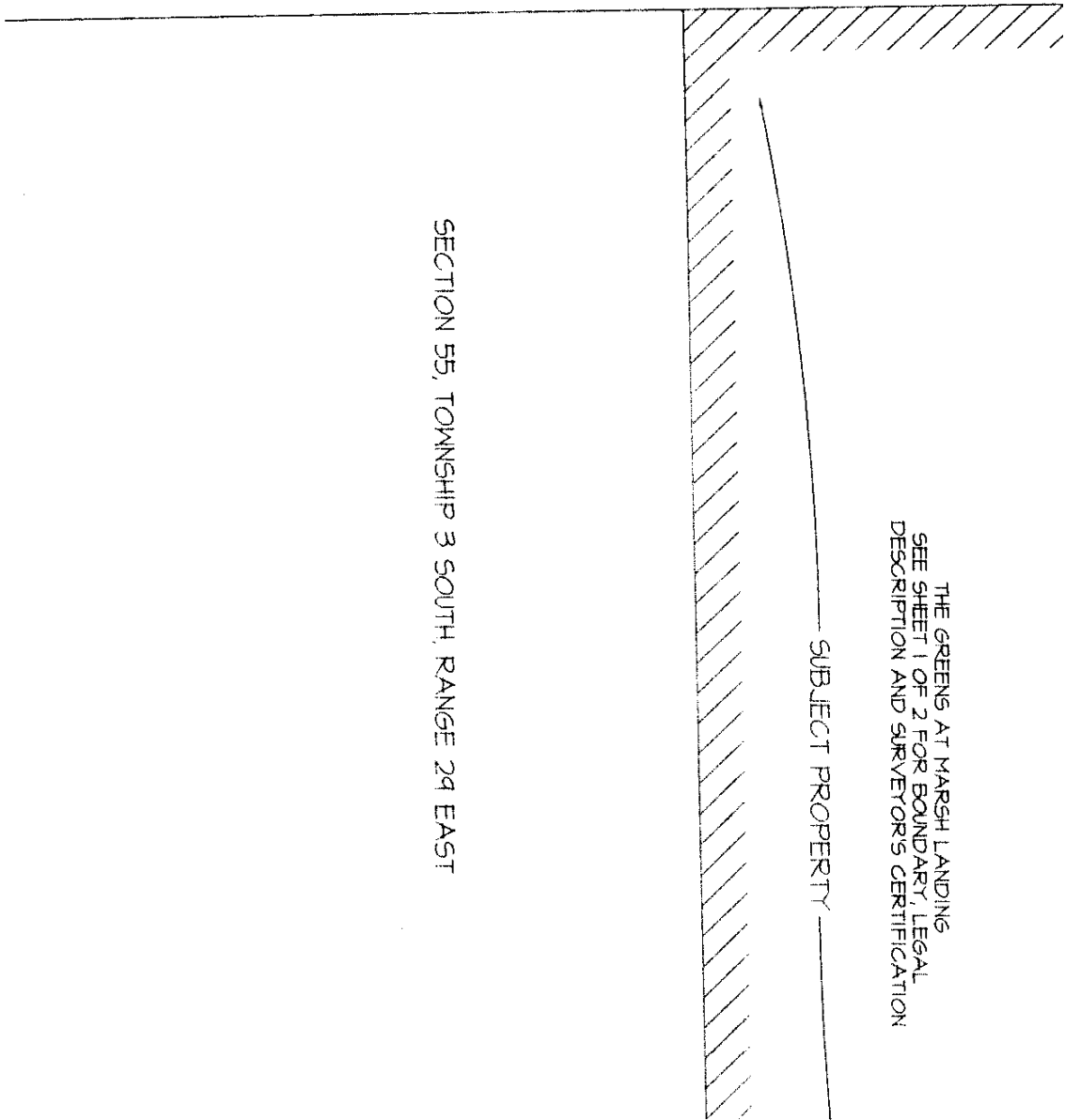
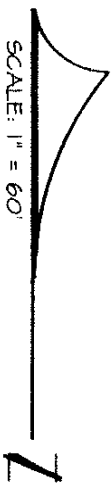
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DATE: MARCH 11, 2002
WORK ORDER NO.: 10602
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SHEET 9 OF 10 SHEETS
DRAWING NO. A10601

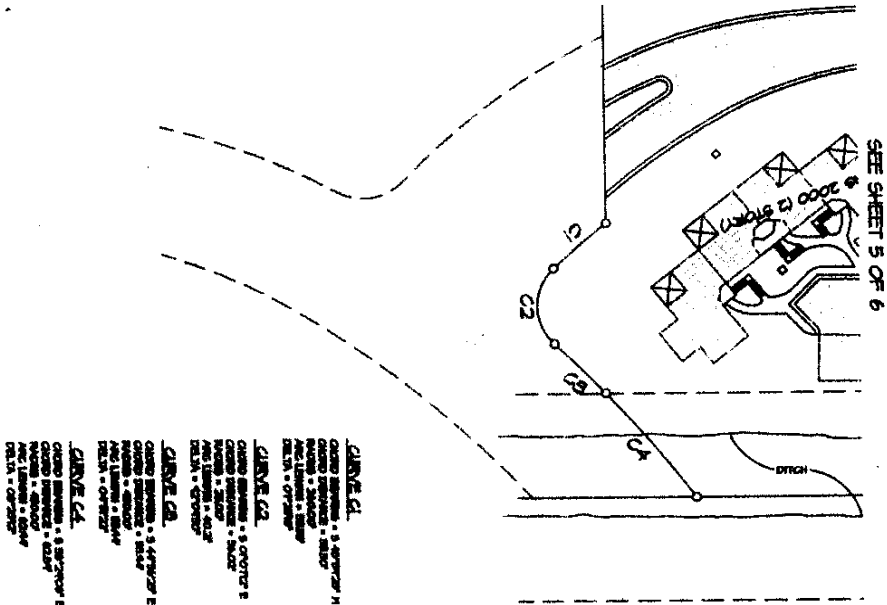


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DATE: MARCH 11, 2002
WORK ORDER NO.: 106.02
PROJECT NUMBER: 10601A
SHEET 10 OF 10 SHEETS
DRAWING NO. A10601

SEE SHEET 5 OF 6



CLAVE C1
CURVE BEARING - S 89° 07' 27" W
CURVE DISTANCE - 10.00
TANGENT BEARING - S 89° 07' 27" W
TANGENT DISTANCE - 10.00
TANGENT BEARING - S 89° 07' 27" W
TANGENT DISTANCE - 10.00
CLAVE C2
CURVE BEARING - S 89° 07' 27" E
CURVE DISTANCE - 10.00
TANGENT BEARING - S 89° 07' 27" E
TANGENT DISTANCE - 10.00
TANGENT BEARING - S 89° 07' 27" E
TANGENT DISTANCE - 10.00
CLAVE C3
CURVE BEARING - S 89° 07' 27" E
CURVE DISTANCE - 10.00
TANGENT BEARING - S 89° 07' 27" E
TANGENT DISTANCE - 10.00
TANGENT BEARING - S 89° 07' 27" E
TANGENT DISTANCE - 10.00

SURVEYOR'S NOTES:
THIS IS A NEW SURVEY AND NOT A REVISION OF AN EXISTING SURVEY.
THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT.
THE SURVEYOR HAS REVIEWED THE RECORDS OF THE SURVEY AND HAS FOUND THEM TO BE CORRECT.
THE SURVEYOR HAS REVIEWED THE RECORDS OF THE SURVEY AND HAS FOUND THEM TO BE CORRECT.

R.E. Holland & Associates, Inc.
Professional Surveyors & Mappers

7601 ALTON AVENUE
JACKSONVILLE, FLORIDA 32211
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB 6755

TEL (904) 805-4646
FAX (904) 805-4647

ROBERT E. HOLLAND
FL REGISTRATION NO. 4242
DATE OF SIGNATURE: 12/14/01

PROJECT NUMBER: 10601
WORK ORDER NO. 106.02
CADD TECH. J.V.
SHEET 1 OF 1 SHEETS
DRAWING NO. E-10601CD

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I, THE UNDERSIGNED SURVEYOR, DO HEREBY CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO §. 472.021, AND A GRAPHIC DESCRIPTION OF THE IMPROVEMENTS IN WHICH UNITS ARE LOCATED AND A PLOT PLAN THEREOF THAT, TOGETHER WITH THE DECLARATION, ARE IN SUFFICIENT DETAIL TO IDENTIFY THE COMMON ELEMENTS AND EACH UNIT AND THEIR RELATIVE LOCATIONS AND APPROXIMATE DIMENSIONS.

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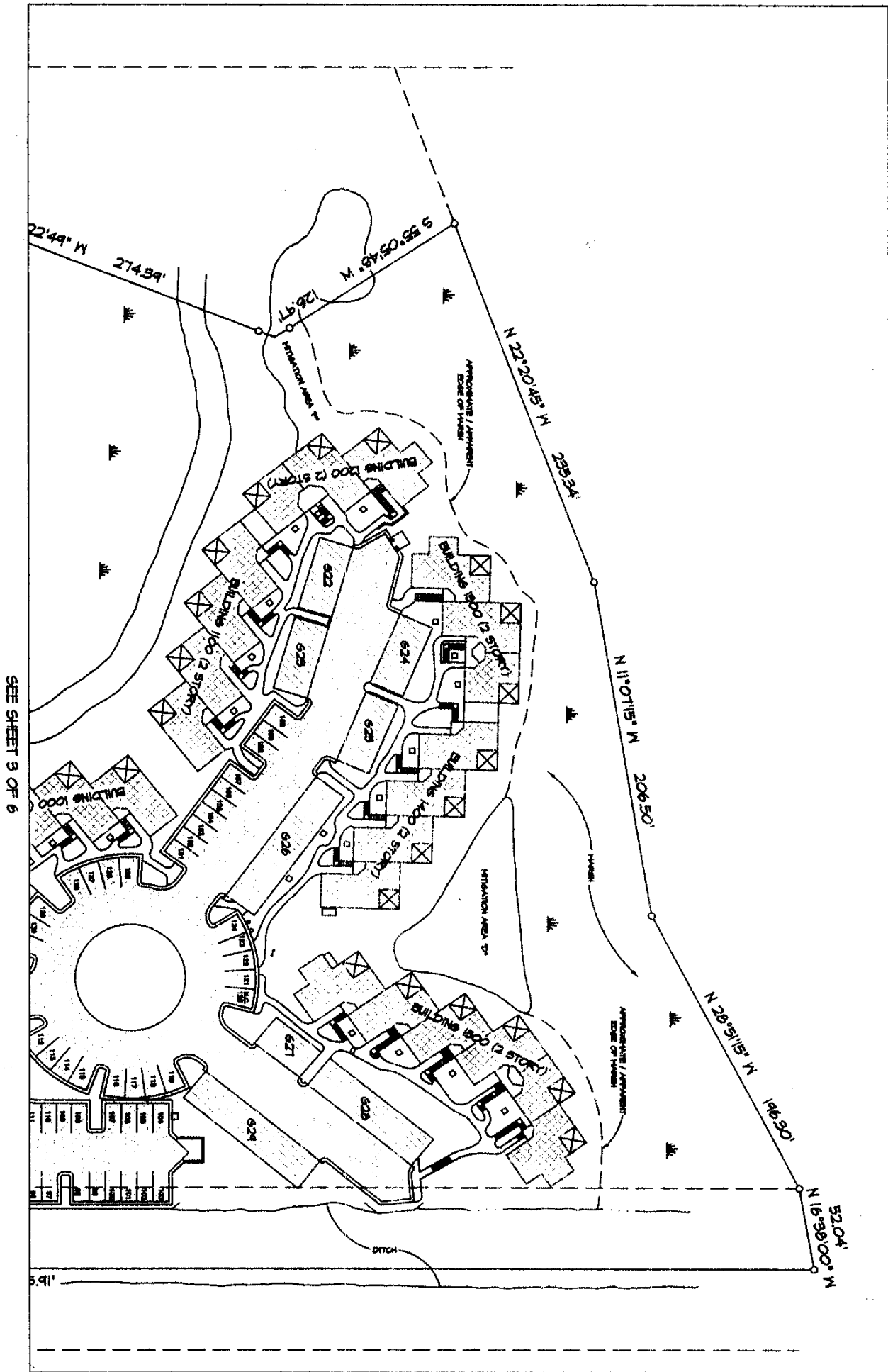
7601 ALTON AVENUE
JACKSONVILLE, FLORIDA 32211
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB 6755

TEL (904) 805-4646
FAX (904) 805-4647

Robert E. Holland

ROBERT E. HOLLAND
FL REGISTRATION NO. 4242

DATE: MARCH 1, 2002
WORK ORDER NO.: 106.02
PROJECT NUMBER: 10601
SHEET 1 OF 6 SHEETS
DRAWING NO. A10601CD

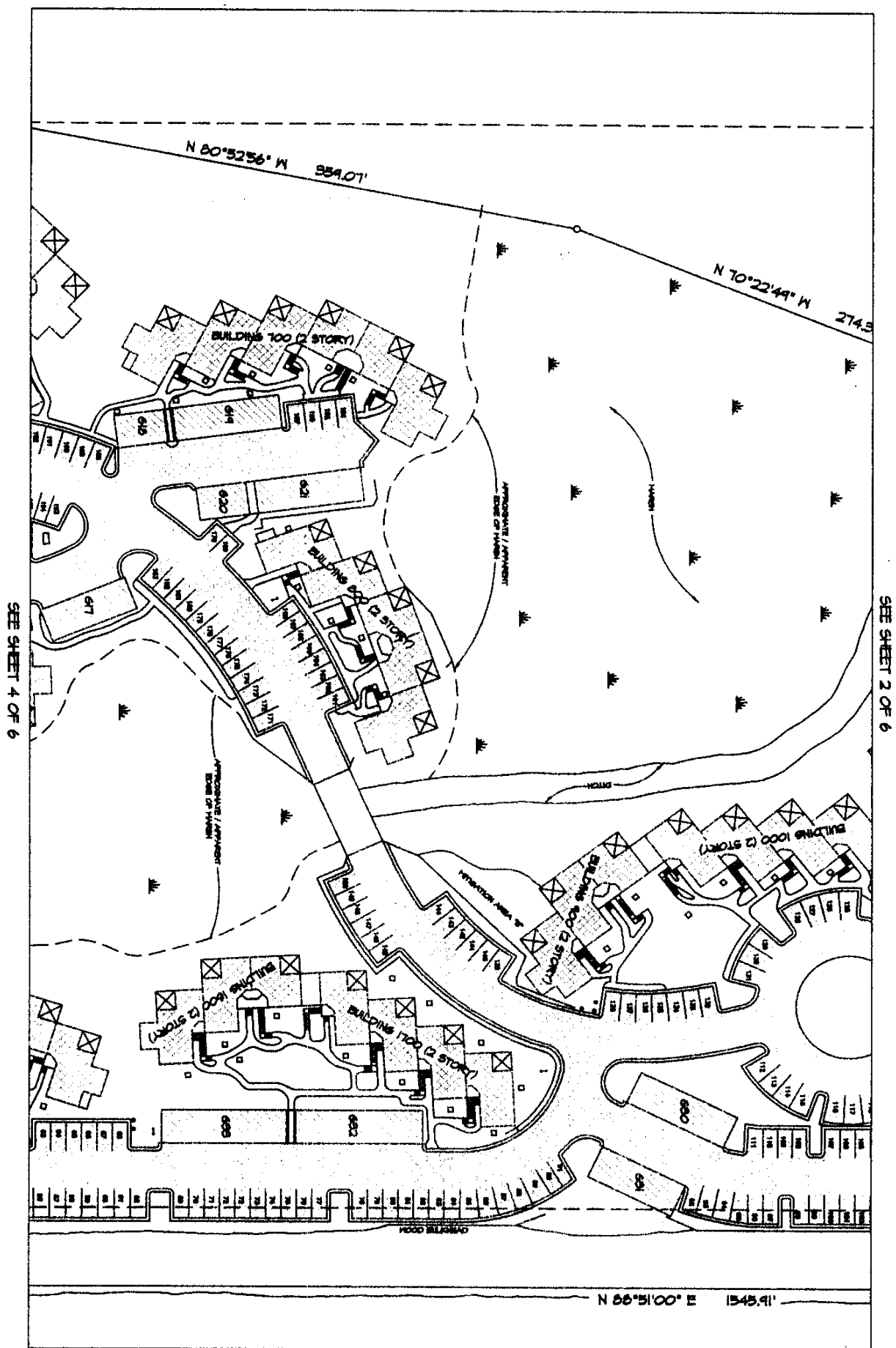


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DATE: MARCH 1, 2002
WORK ORDER NO.: 106.02
PROJECT NUMBER: 10601
SHEET 2 OF 6 SHEETS
DRAWING NO. A10601C.DCD

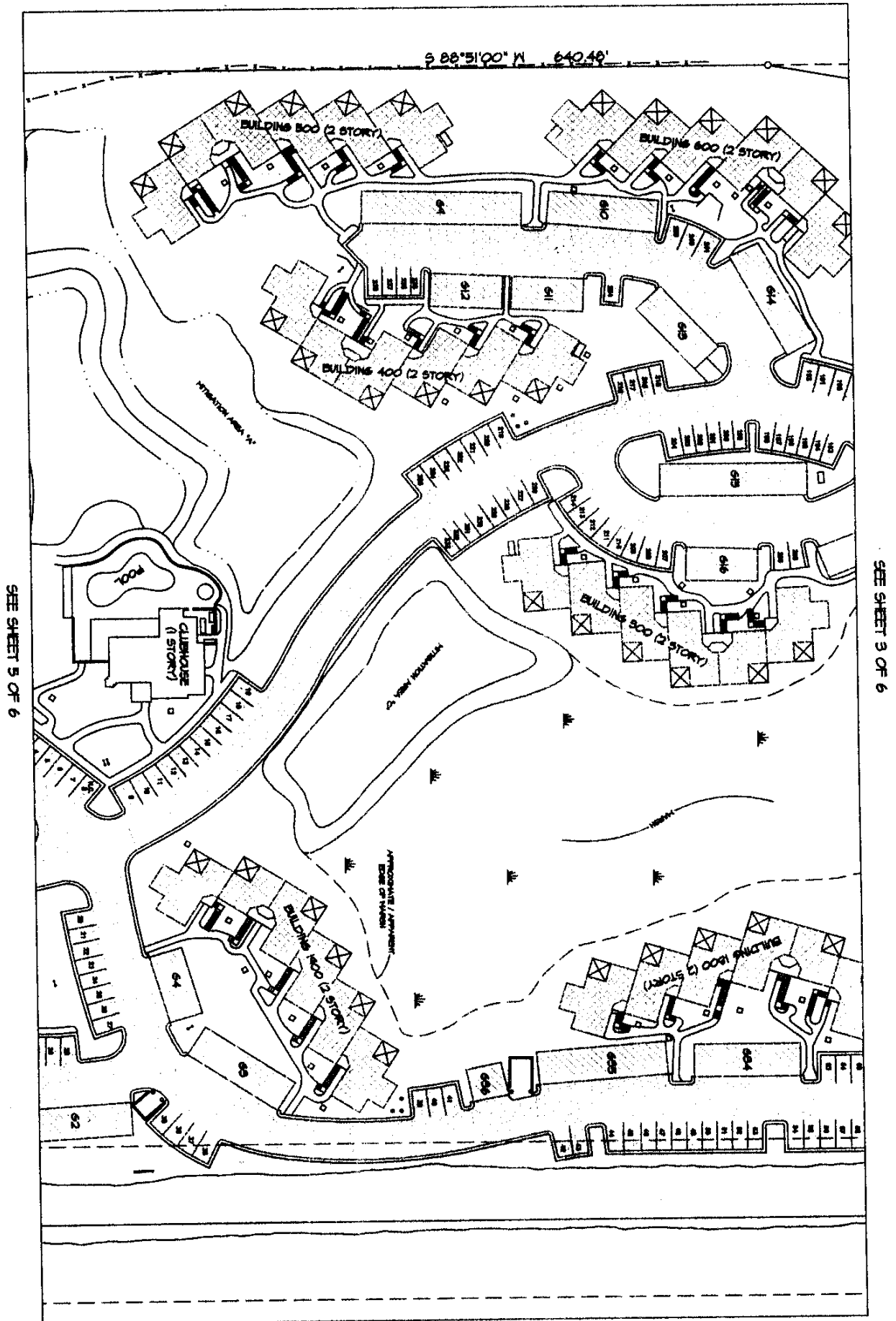


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SHEET 3 OF 6 SHEETS
DRAWING NO. A10601CD



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DATE: MARCH 1, 2002

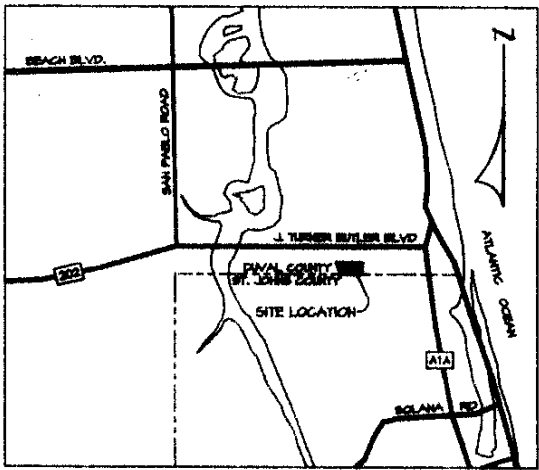
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PROJECT NUMBER: 10601

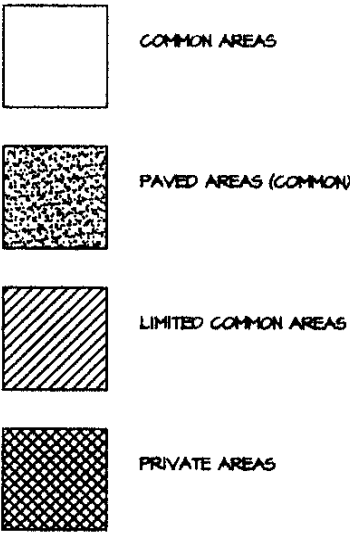
SHEET 4 OF 6 SHEETS

DRAWING NO. A10601CD

MAP SHOWING
COMMON, LIMITED COMMON & PRIVATE OWNERSHIP AREAS
AT VILLAS OF MARSH LANDING, A FLORIDA CONDOMINIUM.



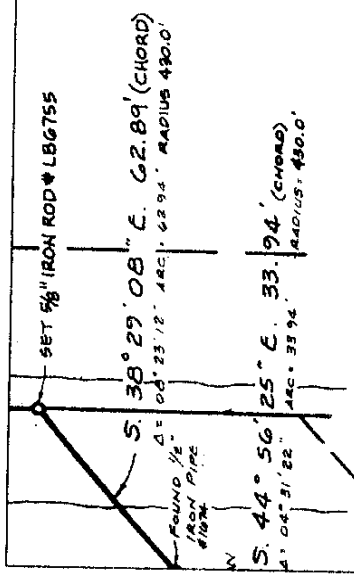
VICINITY MAP
REDUCED SCALE DRAWING / DRAWING NOT TO SCALE



REGIONS BANK
SURVEYOR'S CERTIFICATION

THE UNDERSIGNED HEREBY CERTIFIES INTO VILLAS AT MARSH LANDING, LLC, A FLORIDA LIMITED LIABILITY COMPANY ("BORROWER"), REGIONS BANK AND INTO CHICAGO TITLE INSURANCE COMPANY THAT (A) THIS PLAN OF SURVEY (SURVEY) IS TRUE AND CORRECT AND PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY OF THE REAL PROPERTY (THE "PROPERTY") SHOWN HEREON (B) SUCH SURVEY WAS CONDUCTED BY THE SURVEYOR OR UNDER HIS SUPERVISION IN ACCORDANCE WITH THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACSM IN 1991 (C) ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST, AND HEREON THERE ARE NO ENCUMBRANCES ONTO THE PROPERTY OR PROJECTIONS THEREFROM, AND AND THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA OR BOUNDARY LINE CONFLICTS (D) THE SIZE, LOCATION AND TYPE OF IMPROVEMENTS ARE AS SHOWN HEREON (F) ALL EASEMENTS REFERRED TO IN TITLE INSURANCE COMMITMENT NUMBER 1006010101 ISSUED BY CHICAGO TITLE INSURANCE COMPANY, FOR THE BENEFIT OF REGIONS BANK, WITH AN EFFECTIVE DATE OF NOVEMBER 15, 2001, WHICH EITHER ENCUMBER OR BENEFIT THE PROPERTY HAVE BEEN CORRECTLY PROVIDING ACCESS TO THE PROPERTY, TOGETHER WITH THE WIDTH AND NAME THEREOF, ARE AS SHOWN HEREON (H) THE LOCATION OF THE APPLICABLE SETBACK AND BUILDING LINES ARE AS SHOWN, AND (I) THE BOUNDARIES, DIMENSIONS AND OTHER DETAILS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY BELIEF AND KNOWLEDGE.

THIS CERTIFICATION IS GIVEN SUBJECT TO ALL SURVEYOR'S NOTES, GRAPHIC DELINEATIONS AND OTHER NOTATIONS AS SHOWN ON THE SURVEY DRAWING.



CERTIFIED TO:

REGIONS BANK, AN ALABAMA BANKING CORPORATION
VILLAS AT MARSH LANDING, LLC, A FLORIDA LIMITED LIABILITY COMPANY
CHICAGO TITLE INSURANCE COMPANY

Robert E. Holland
ROBERT E. HOLLAND, FL. PSM # 4242
DATE 11-20-01

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Professional Surveyors & Mappers
R.E. Holland & Associates, Inc.

1601 ALTON AVENUE
JACKSONVILLE, FLORIDA 32211
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB6755

ROBERT E. HOLLAND
FL REGISTRATION NO. 4242

DATE OF SIGNATURE 11/21/01

PROJECT NUMBER: 10601
WORK ORDER NO.: 106.01
PARTY CHIEF: RTF
COMPUTED BY: REH
CADD TECH: ABF
DC FILE NO: 10601ACRS
F.B. N/A P.S. N/A
SHEET 1 OF 2 SHEETS
DRAWING NO. F10601

REVISED 12/15/01 TO SHOW UPDATED / RECERTIFIED SURVEY.
N.O.# 252.01 P.C. - RTF C.T. - J.V.
REVISED 11/30/01 TO SHOW FINISH FLOOR ELEVATIONS.
REVISED 11/1/2001 TO SHOW UPDATED / RECERTIFIED SURVEY.
N.O.# 250.01 P.C. - RTF C.T. - J.V.

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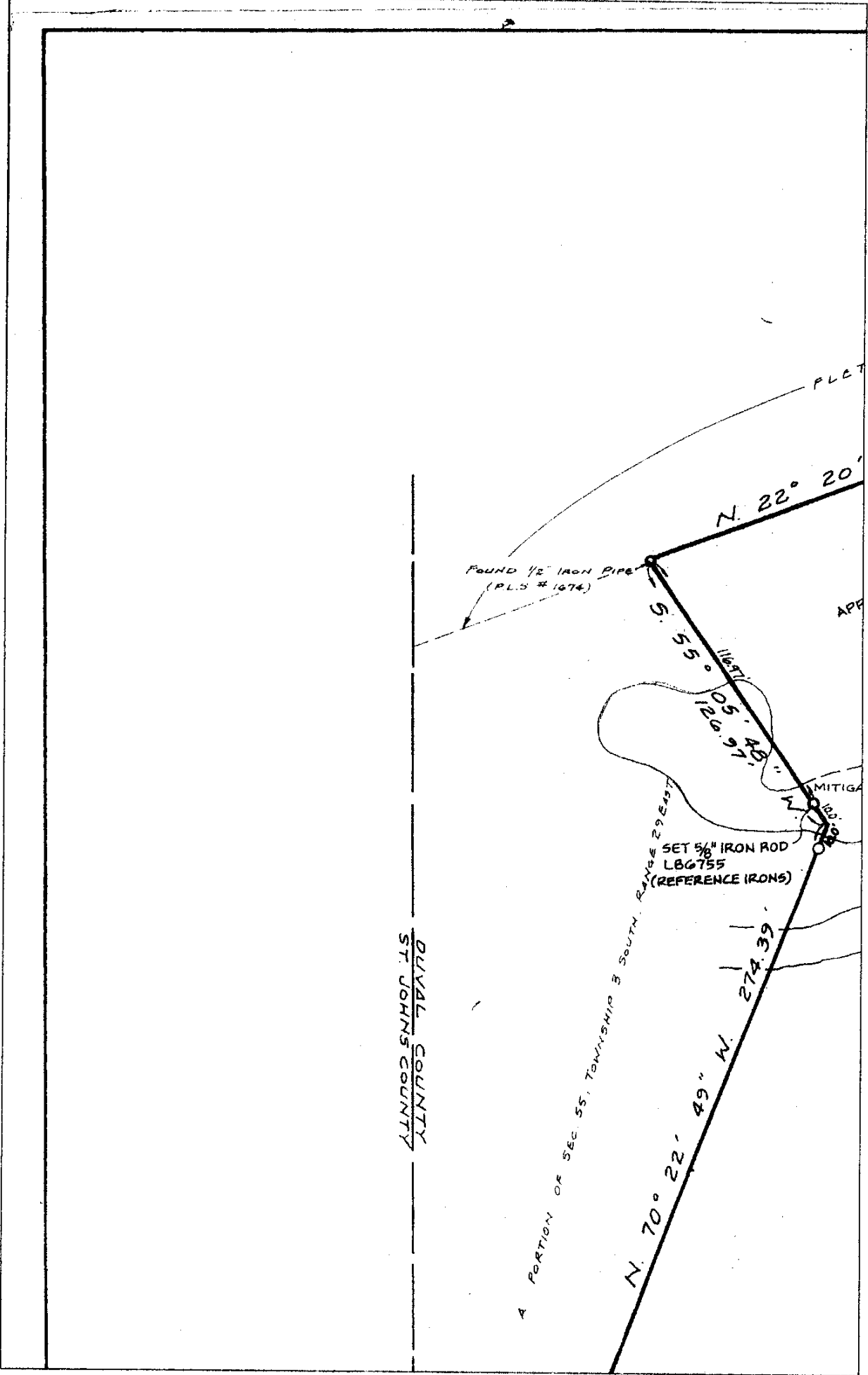
7601 ALTON AVENUE
JACKSONVILLE, FLORIDA 32211
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB 6755

TEL (904) 805-4646
FAX (904) 805-4647

Robert E. Holland

ROBERT E. HOLLAND
FL REGISTRATION NO. 4242

DATE: MARCH 1, 2002
WORK ORDER NO.: 106.02
PROJECT NUMBER: 10601
SHEET 1 OF 16 SHEETS
DRAWING NO. A10601

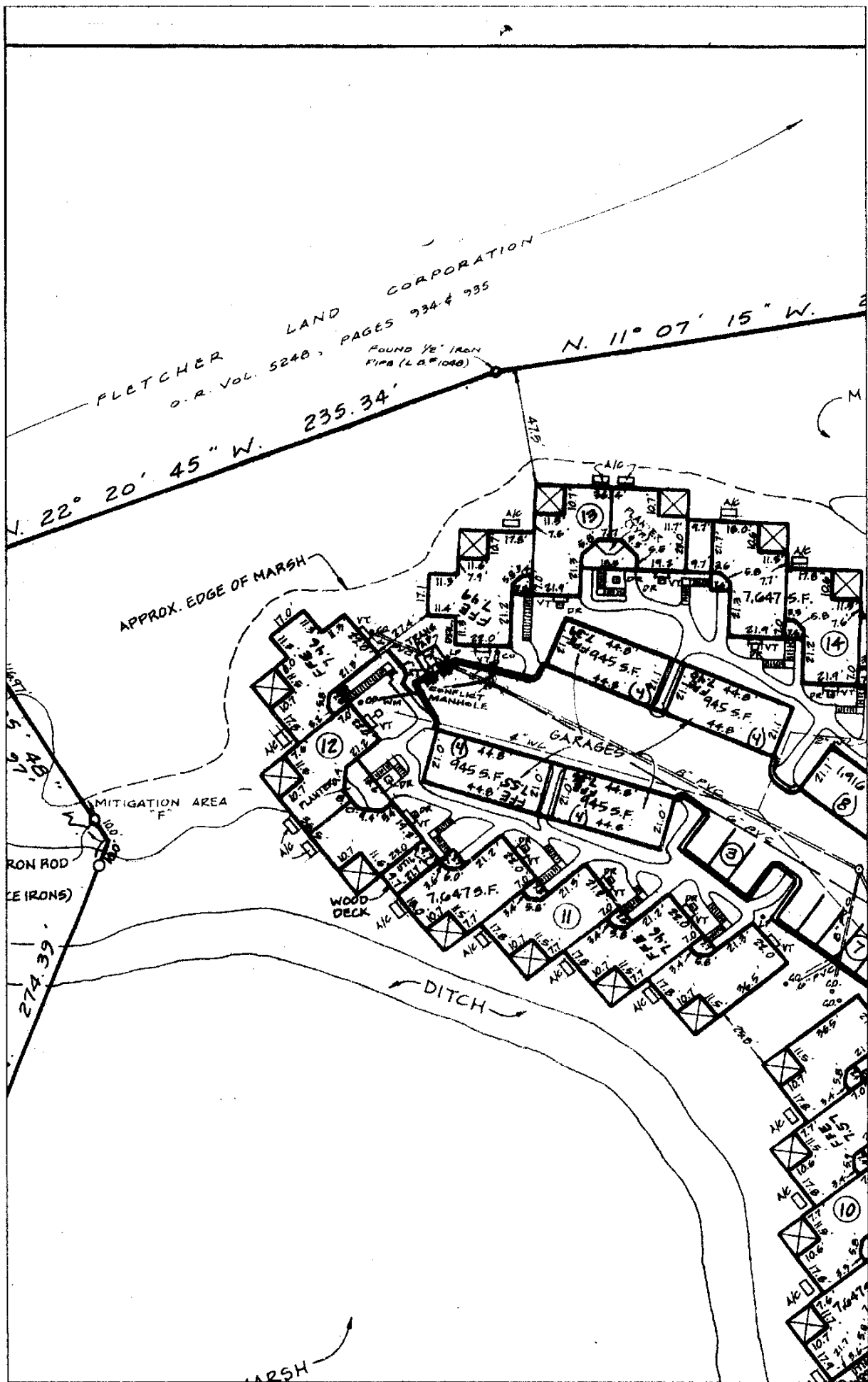


SEE SHEET 3 OF 16

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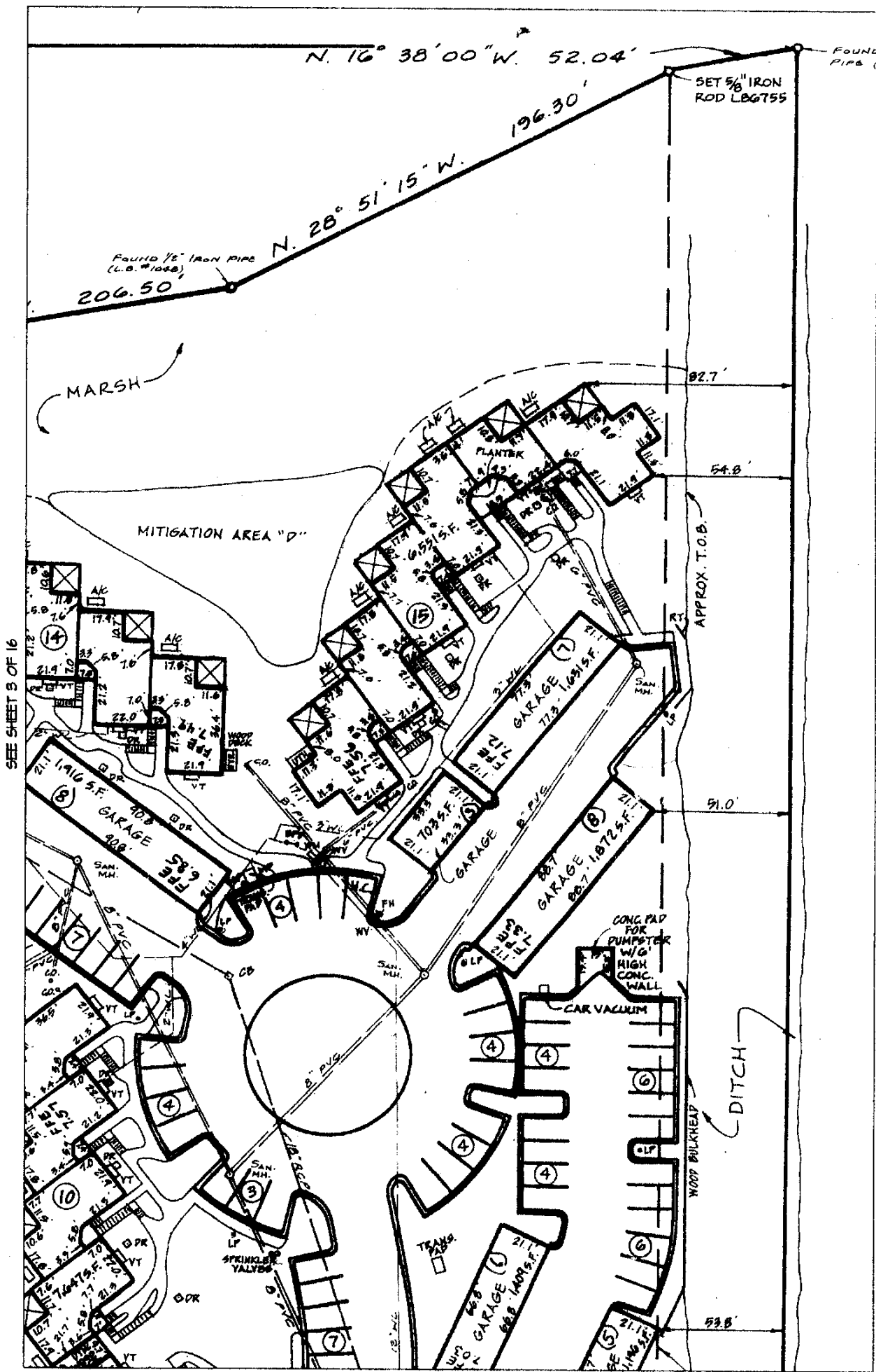
DATE: MARCH 1, 2002
WORK ORDER NO.: 106.02
PROJECT NUMBER: 10601
SHEET 2 OF 16 SHEETS
DRAWING NO. A10601



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DATE: MARCH 1, 2002
WORK ORDER NO.: 10602
PROJECT NUMBER: 10601
SHEET 3 OF 16 SHEETS
DRAWING NO. A10601



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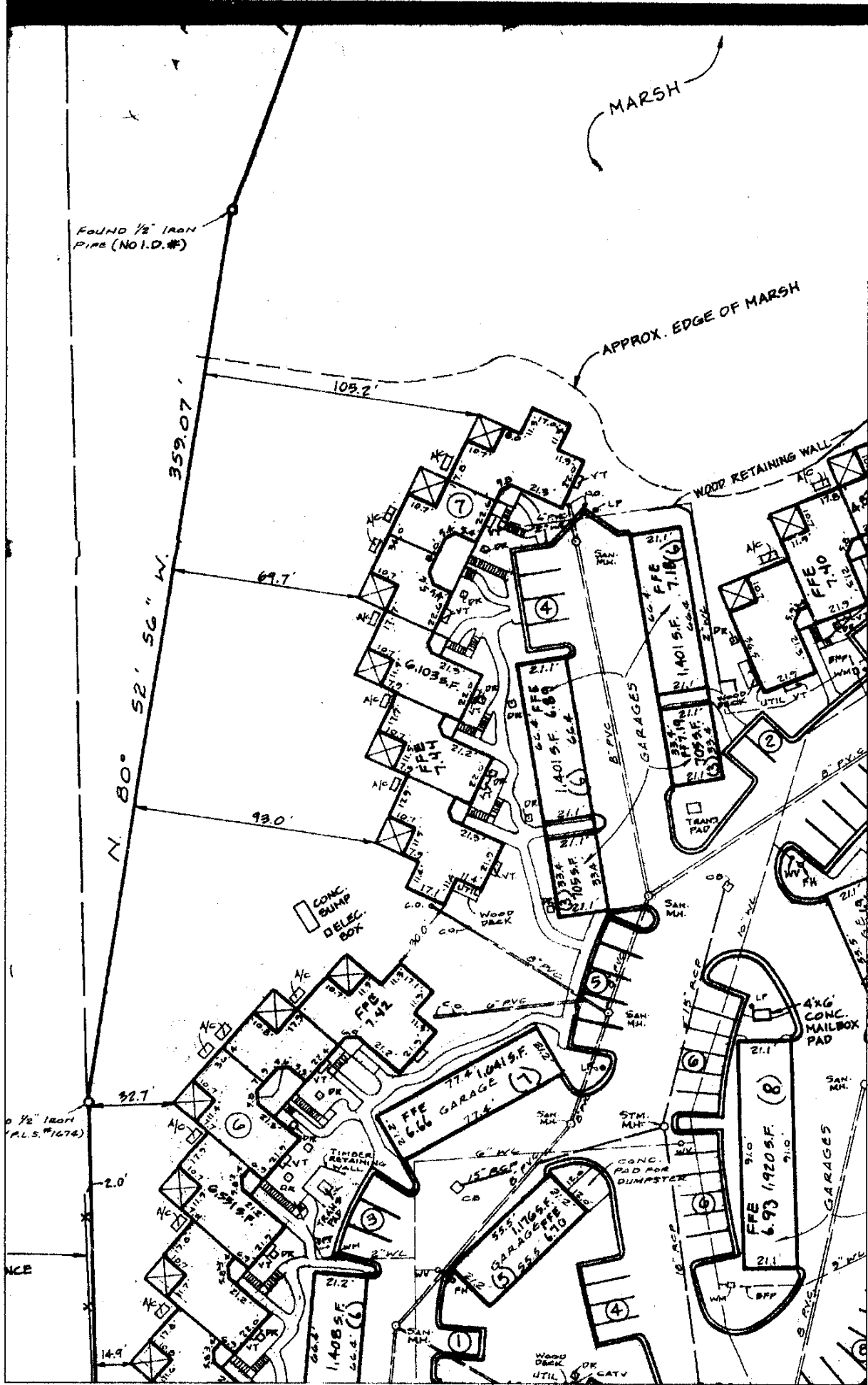
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DATE: MARCH 1, 2002
WORK ORDER NO.: 106.02
PROJECT NUMBER: 10601
SHEET 4 OF 16 SHEETS
DRAWING NO. A10601

SEE SHEET 2 OF 16



SEE SHEET 6 OF 16

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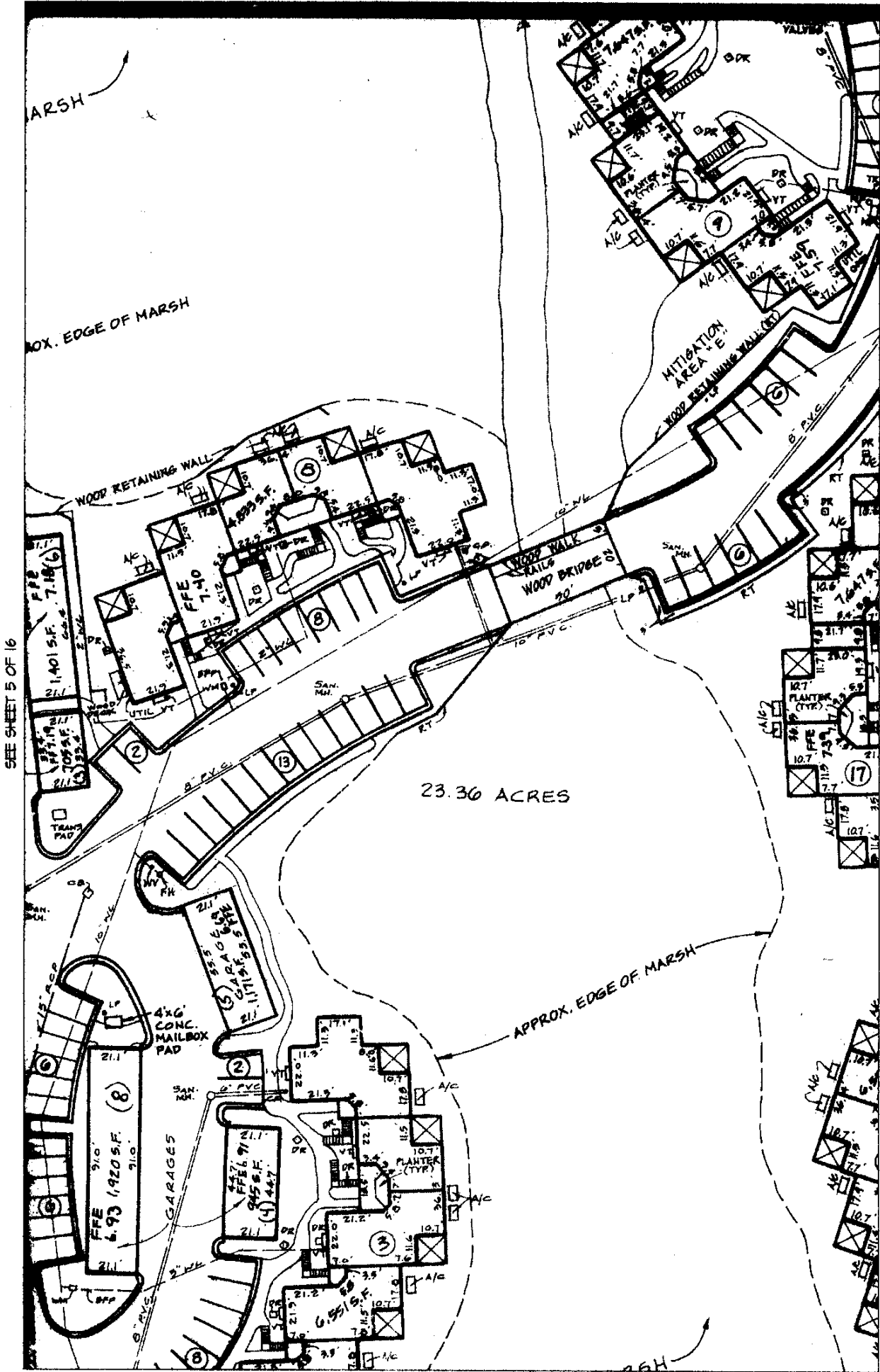
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DATE: MARCH 1, 2002
WORK ORDER NO.: 106.02
PROJECT NUMBER: 10601
SHEET 5 OF 16 SHEETS
DRAWING NO. A10601

SEE SHEET 3 OF 16

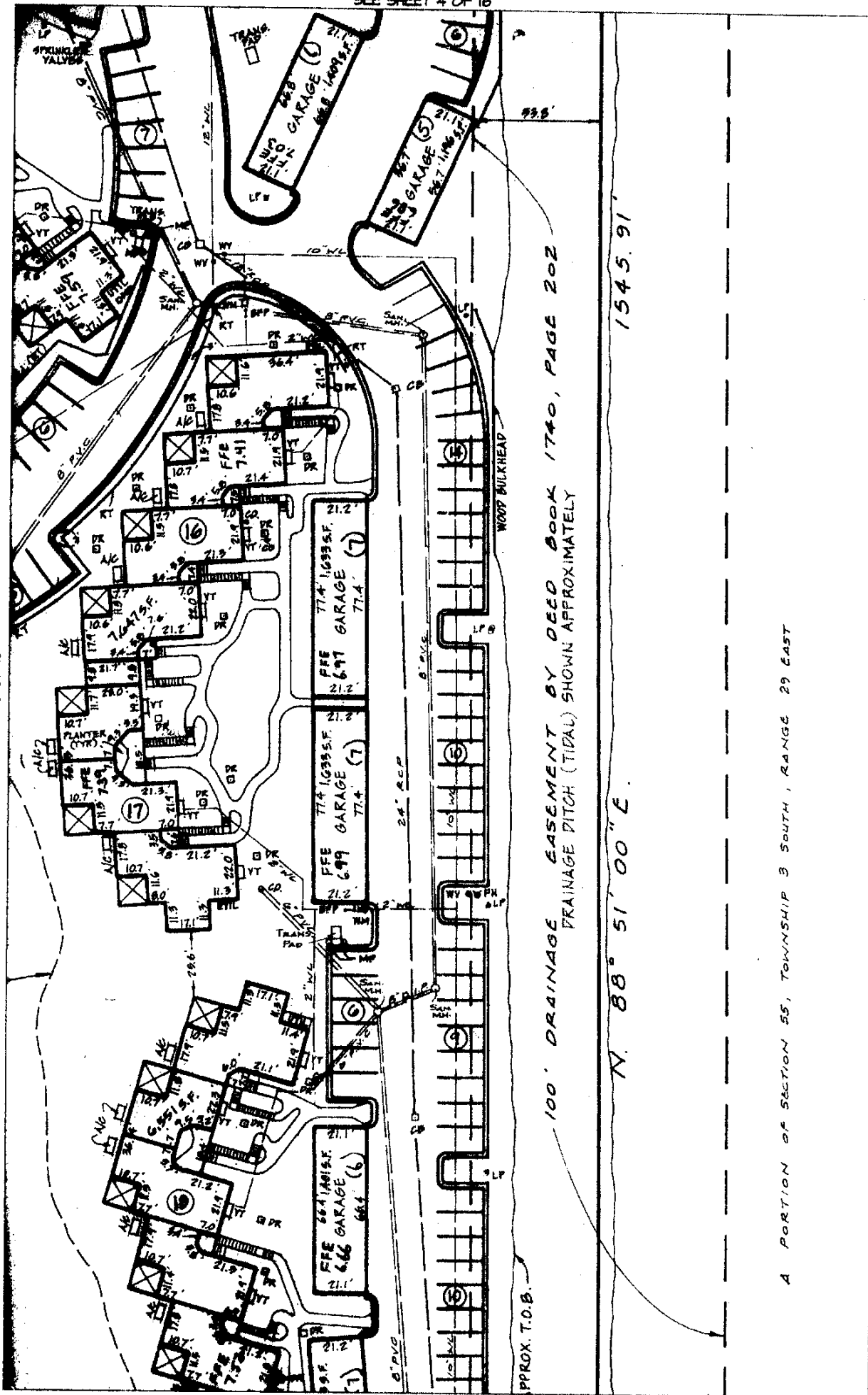


Professional Surveyors & Mappers
R. E. Holland
Associates, Inc.

DATE: MARCH 1, 2002
WORK ORDER NO.: 10602
PROJECT NUMBER: 10601
SHEET 6 OF 16 SHEETS
DRAWING NO. A10601

SEE SHEET 4 OF 16

SEE SHEET 6 OF 16



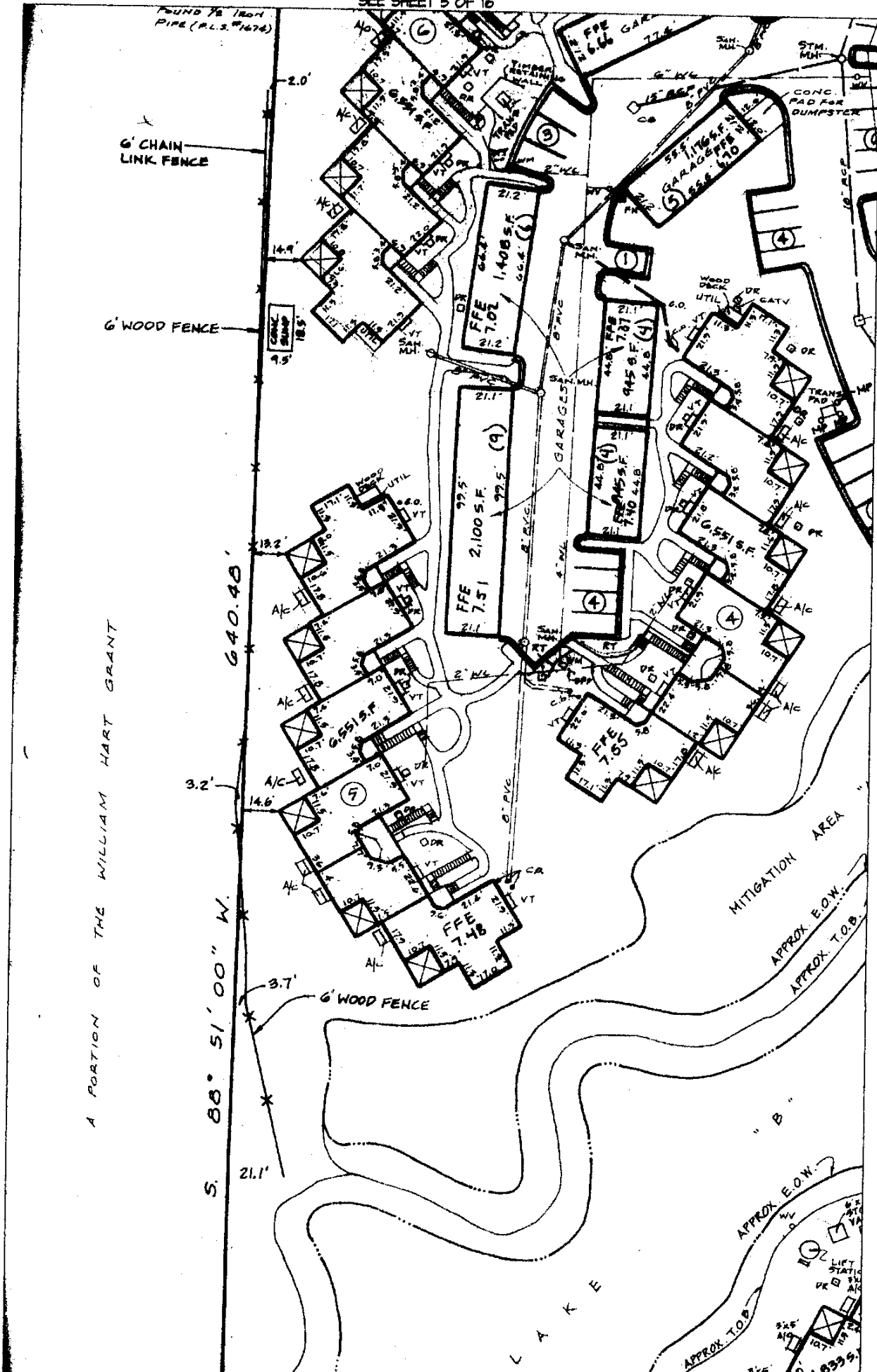
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WORK ORDER NO.: 106.02
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WORK ORDER NO.: 106.02

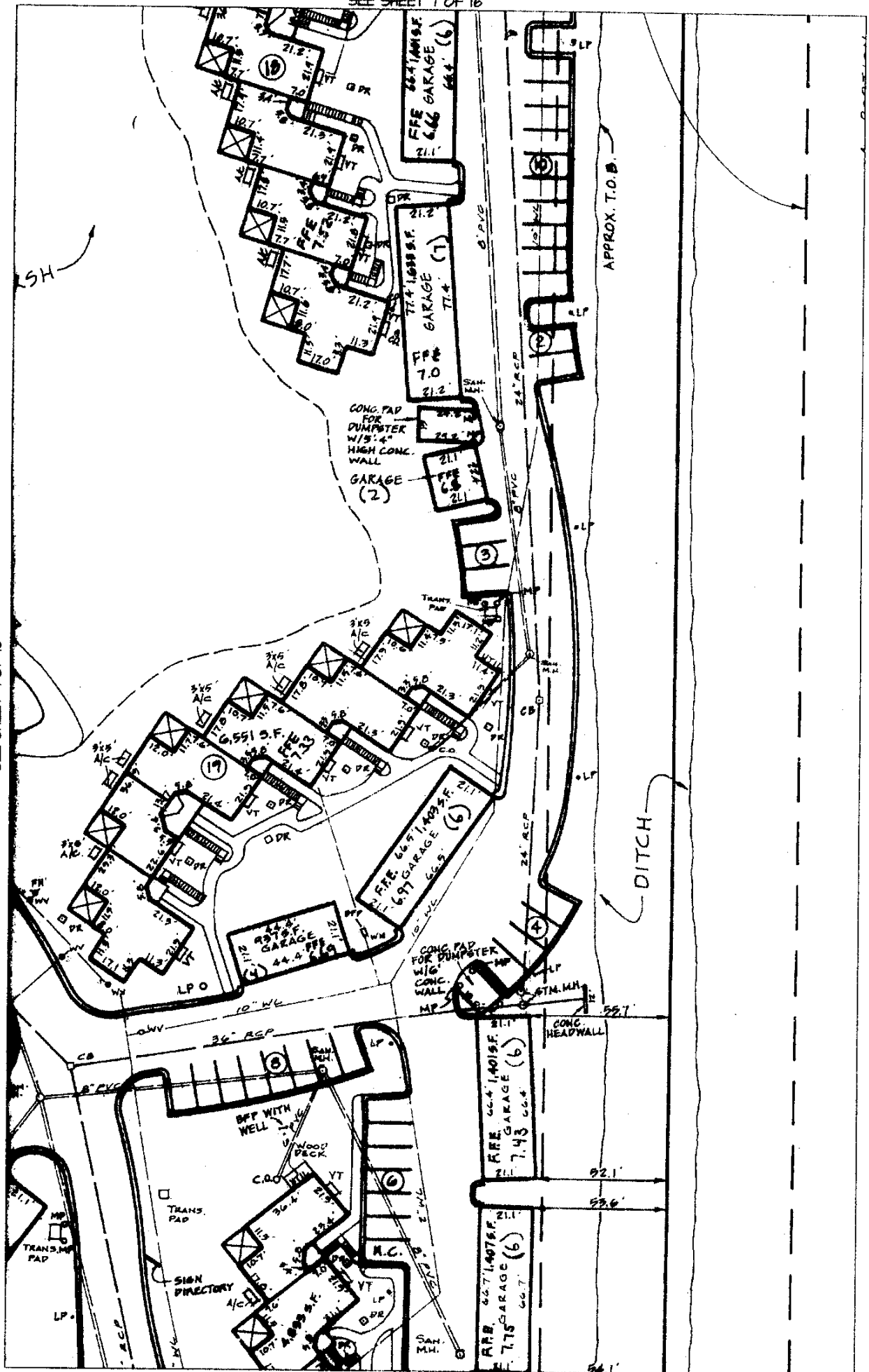
PROJECT NUMBER: 10601

SHEET 8 OF 16 SHEETS

DRAWING NO. A10601

SEE SHEET 7 OF 16

SEE SHEET 9 OF 16



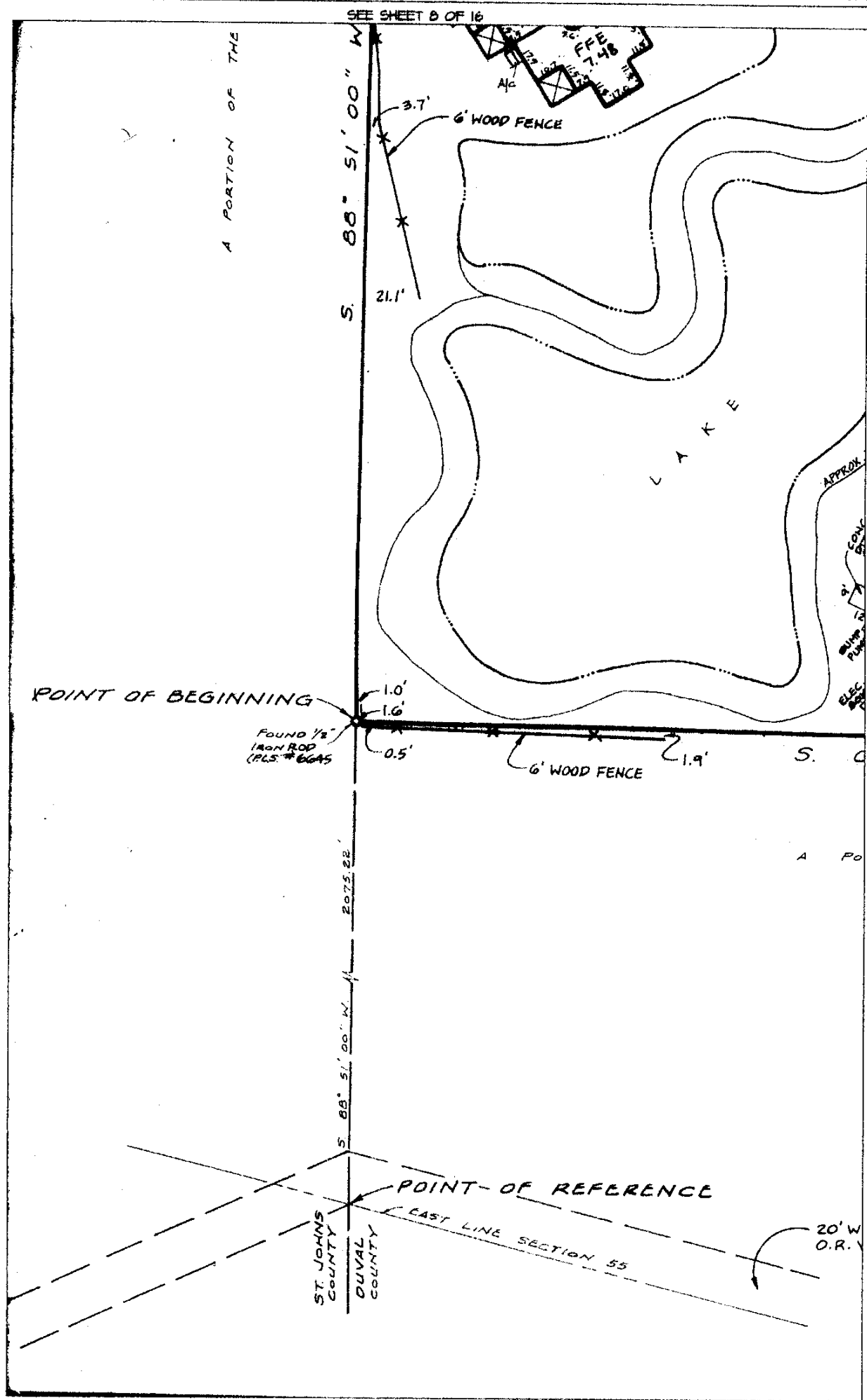
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DATE: MARCH 1, 2002
 WORK ORDER NO.: 106.02
 PROJECT NUMBER: 10601
 SHEET 10 OF 16 SHEETS
 DRAWING NO. A10601

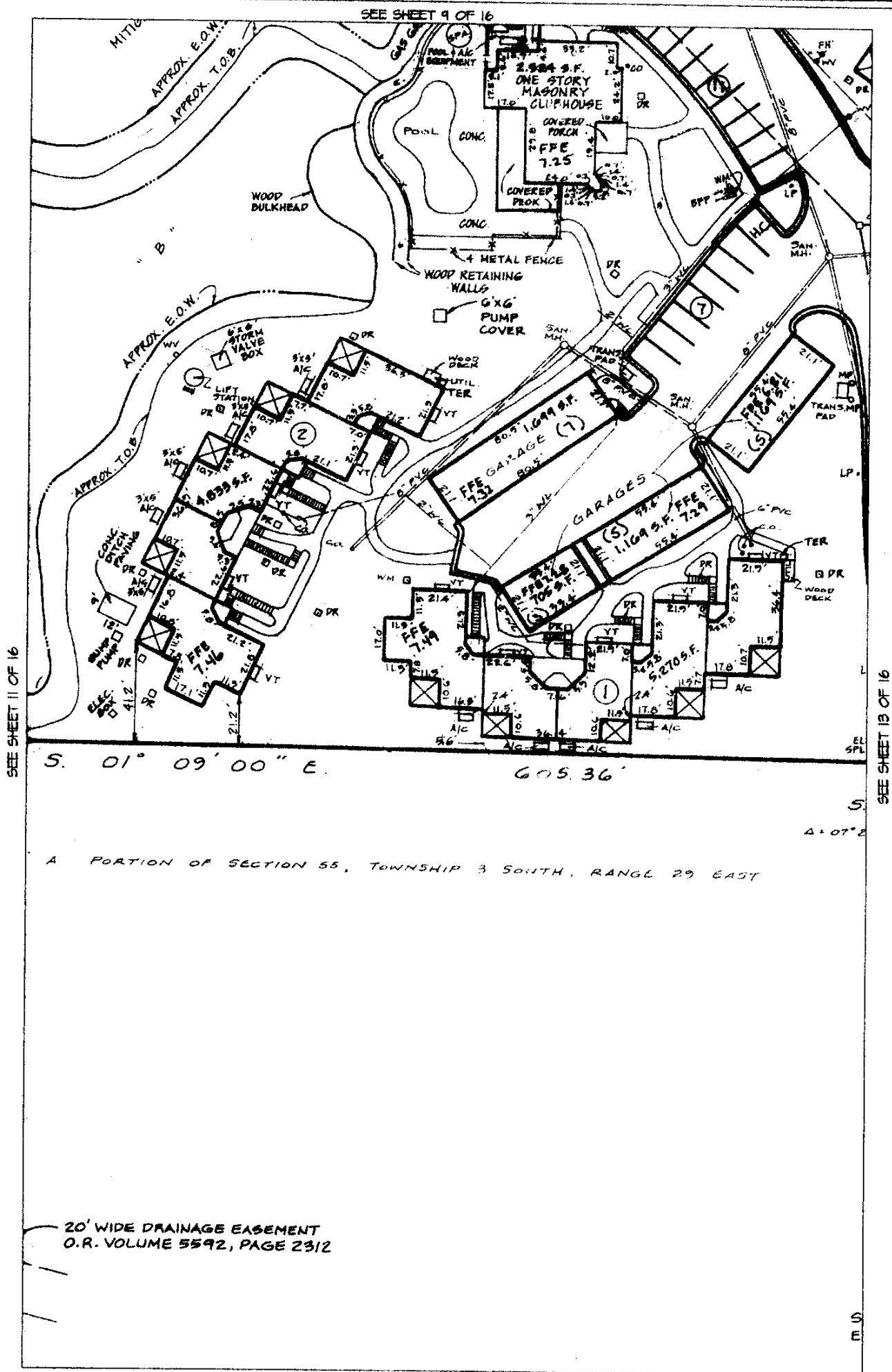


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DATE: MARCH 1, 2002
WORK ORDER NO.: 106.02
PROJECT NUMBER: 10601
SHEET 11 OF 16 SHEETS
DRAWING NO. A10601

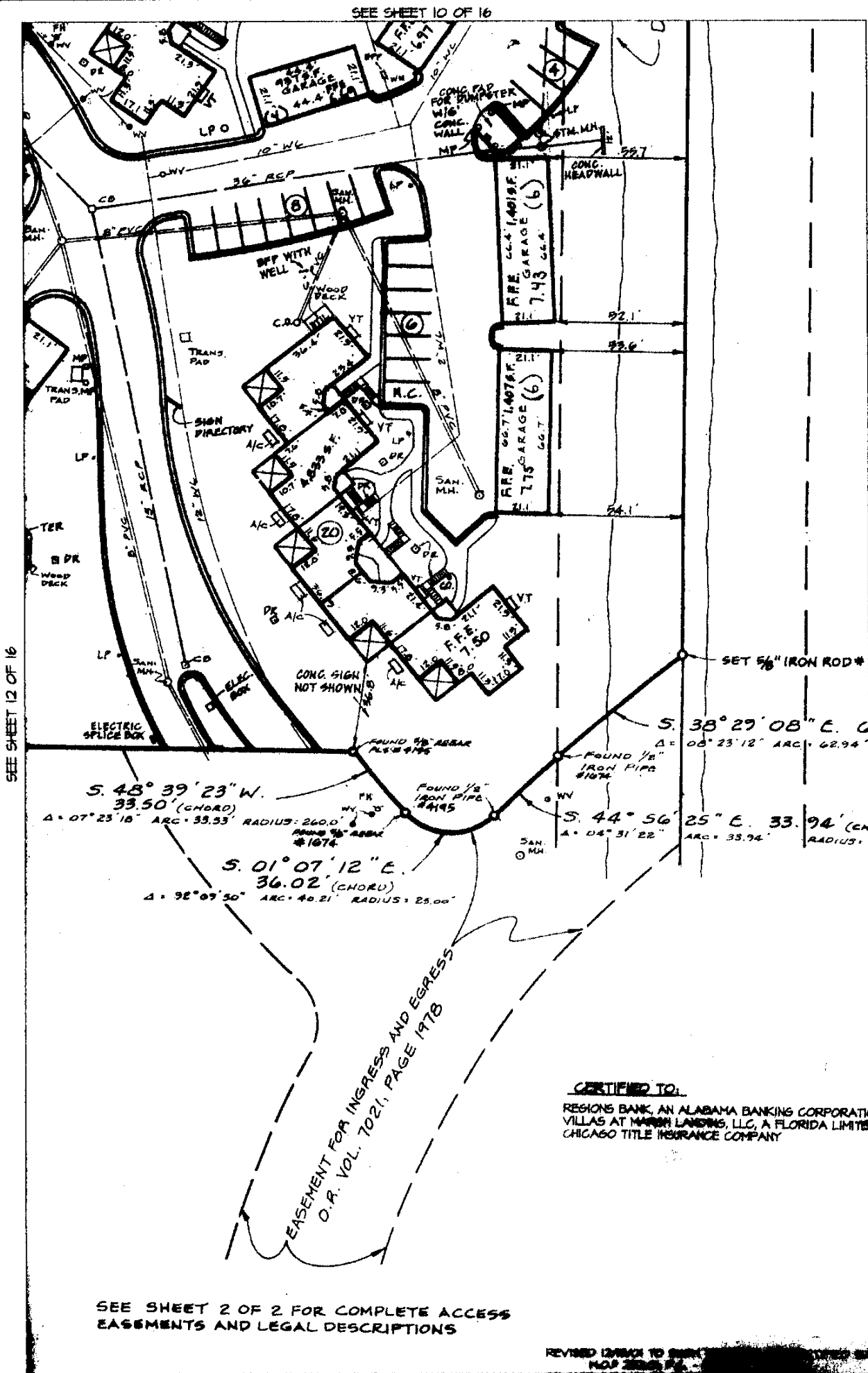


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PROJECT NUMBER: 10601
SHEET 12 OF 16 SHEETS
DRAWING NO. A10601



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DATE: MARCH 1, 2002
WORK ORDER NO.: 106.02
PROJECT NUMBER: 10601
SHEET 13 OF 16 SHEETS
DRAWING NO. A10601

MAP SHOWING BOUNDARY
SURVEY OF

PARCEL 1

A PART OF THE WILLIAM HART GRANT, SECTION 55, TOWNSHIP 3 SOUTH, RANGE 24 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 55, WITH THE LINE DIVIDING DUVAL COUNTY FROM ST. JOHNS COUNTY, THENCE SOUTH 88° 51' 00" WEST, ALONG SAID DIVIDING LINE, A DISTANCE OF 2075.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88° 51' 00" WEST, A DISTANCE OF 640.48 FEET; THENCE NORTH 80° 52' 56" WEST, A DISTANCE OF 354.07 FEET; THENCE NORTH 70° 22' 44" WEST, A DISTANCE OF 274.34 FEET; THENCE SOUTH 55° 05' 48" WEST, A DISTANCE OF 126.97 FEET TO A POINT LYING ON THE EASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5248, PAGE 434 AND 435 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE THE FOLLOWING FOUR COURSES: 1) NORTH 22° 20' 45" WEST, A DISTANCE OF 235.34 FEET; 2) NORTH 11° 07' 15" WEST, A DISTANCE OF 206.50 FEET; 3) NORTH 28° 51' 15" WEST, A DISTANCE OF 486.80 FEET; 4) NORTH 16° 30' 00" WEST, A DISTANCE OF 52.04 FEET TO THE CENTER LINE OF A 100 FOOT WIDE DRAINAGE EASEMENT DESCRIBED IN DEED BOOK 1740, PAGE 202 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, THENCE NORTH 88° 51' 00" EAST, ALONG SAID CENTER LINE, A DISTANCE OF 1545.41 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 430.00 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH 36° 24' 08" EAST, A CHORD DISTANCE OF 62.84 FEET AND AN ARC DISTANCE OF 62.94 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF THE AFOREMENTIONED 100 FEET WIDE DRAINAGE EASEMENT; THENCE CONTINUING ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH 44° 56' 25" EAST, A CHORD DISTANCE OF 33.94 FEET AND AN ARC DISTANCE OF 33.94 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING OF SOUTH 01° 07' 12" EAST, AND A CHORD DISTANCE OF 36.02 FEET AND AN ARC DISTANCE OF 40.21 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 260.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH 48° 34' 23" WEST, A CHORD DISTANCE OF 33.50 FEET AND AN ARC DISTANCE OF 33.53 FEET; THENCE SOUTH 01° 04' 00" EAST, A DISTANCE OF 605.36 FEET TO THE POINT OF BEGINNING.

LANDS THUS DESCRIBED CONTAIN 23.36 ACRES, MORE OR LESS.

FOUND 1/2" IRON
PIN (P.L.S. #1676)

SET 5/8" IRON
ROD L86755

27

54.8

31.0

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DATE: MARCH 1, 2002
WORK ORDER NO.: 10602
PROJECT NUMBER: 10601
SHEET 14 OF 16 SHEETS
DRAWING NO. A10601

PROPERTY SHOWN HEREON SUBJECT TO OR TOGETHER WITH THE FOLLOWING:

- 1) EASEMENT FOR DRAINAGE DATED NOVEMBER 29, 1954, GRANTED TO EAST DUVAL COUNTY MOSQUITO CONTROL DISTRICT RECORDED IN DEED BOOK 1740, PAGE 202.
- 2) DECLARATION OF EASEMENT FOR INGRESS AND EGRESS IN FAVOR OF GENE BRANSCOME DATED SEPTEMBER 28, 1984, RECORDED IN OFFICIAL RECORDS VOLUME 5864, PAGE 946, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. (AS TO PARCEL 3 ONLY)
- 3) GRANT OF EASEMENT FOR INGRESS AND EGRESS IN FAVOR OF MULTITECH CORPORATION, A FLORIDA CORPORATION, DATED DECEMBER 22, 1986, RECORDED IN OFFICIAL RECORDS VOLUME 6273, PAGE 273, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, A PARTIAL TERMINATION OF WHICH IS RECORDED IN OFFICIAL RECORDS VOLUME 6621, PAGE 482, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. (AS TO PARCEL 3 ONLY)
- 4) GRANT OF EASEMENT FOR INGRESS AND EGRESS IN FAVOR OF MARSH LANDING VENTURE, LTD., A FLORIDA LIMITED PARTNERSHIP DATED OCTOBER 10, 1988, RECORDED IN OFFICIAL RECORDS VOLUME 6621, PAGE 475, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. (AS TO PARCEL 3 ONLY)
- 5) DECLARATION RECORDED IN OFFICIAL RECORDS BOOK 0509, PAGE 991, ALL OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. (AS TO PARCELS 2 & 3 ONLY)
- 6) UTILITY EASEMENT DATED NOVEMBER 22, 1991, RECORDED IN OFFICIAL RECORDS BOOK 7496, PAGE 795, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. (BLANKET EASEMENT)
- 7) TERMS AND CONDITIONS OF EASEMENT DATED DECEMBER 27, 1990, RECORDED IN OFFICIAL RECORDS BOOK 7021, PAGE 1978, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

SURVEYOR'S NOTES:

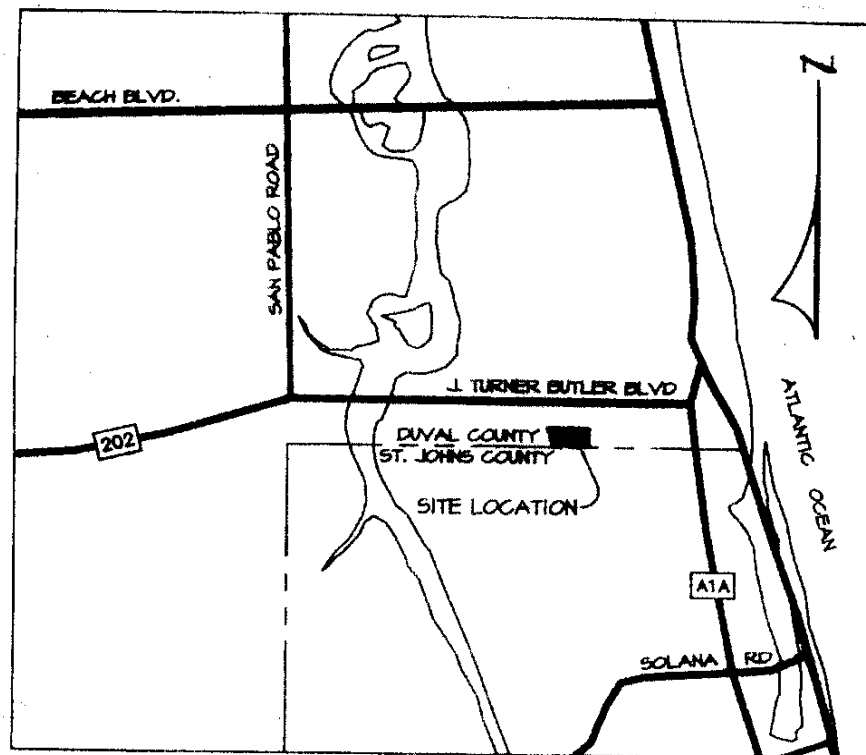
- 1) THE DESCRIPTION AS SHOWN HEREON WAS SUPPLIED TO THE UNDERSIGNED SURVEYOR.
- 2) ALL BUILDING TIES ARE FROM THE FOUNDATION AND ARE PERPENDICULAR TO THE PROPERTY LINE, UNLESS INDICATED OTHERWISE.
- 3) UNLESS OTHERWISE NOTED, RECORD AND MEASURED DIMENSIONS AGREE.
- 4) THE UNDERSIGNED SURVEYOR AS RELIED SOLELY AND EXCLUSIVELY ON THE CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT NO. 15010011, DATED NOVEMBER 13, 2001, REVISED ON DECEMBER 12, 2001, FOR INFORMATION REGARDING EASEMENTS AND LEGAL DESCRIPTIONS USED IN THE PERFORMANCE OF THIS SURVEY.
- 5) OWNERSHIP OF FENCES, IF ANY, UNDETERMINED; FENCE TIES ARE TO THE FACE OF FENCING.
- 6) THIS IS A SURFACE LOCATION SURVEY ONLY; UNDERGROUND UTILITIES AS SHOWN HEREON ARE APPROXIMATE AND WERE TAKEN FROM UTILITY AS-BUILTS PREPARED BY KENNETH L. SANDERS, FLORIDA PROFESSIONAL ENGINEER NO. 20264 AND DATED MARCH 1992.
- 7) THIS IS A COPYRIGHTED DOCUMENT; NO PORTION OF IT MAY BE REPRODUCED, WHOLLY OR IN PART, WITHOUT THE EXPRESSED WRITTEN PERMISSION OF R.E. HOLLAND & ASSOCIATES, INC.
- 8) THE STREET ADDRESS, IF SHOWN, IS AS FIELD POSTED ON DATE OF SURVEY.
- 9) THIS SURVEY MAP DOES NOT REFLECT OR DETERMINE OWNERSHIP.
- 10) THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "AE" (ELEV. 5.0), COMMUNITY NUMBER 120078, PANEL NO. 00020, DATED 4/7/89, BY GRAPHIC SCALE.
- 11) THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 12) BEARING STRUCTURE NOTED HEREON IS REFERENCED TO THE DIVIDING LINE BETWEEN DUVAL COUNTY AND ST. JOHNS COUNTY, AS SOUTH 88°31'00" WEST.
- 13) THE RELATIVE LINEAR DISTANCE ACCURACY FOR THIS SURVEY EXCEEDS 1:10,000.
- 14) ALL MEASUREMENTS ARE IN U.S. STANDARD FEET AND WERE MADE WITH A THEODOLITE AND ELECTRONIC DISTANCE MEASURING DEVICE AND/OR STEEL TAPE.
- 15) ALL ROADS ARE ASPHALT PAVEMENT UNLESS OTHERWISE INDICATED.
- 16) THERE MAY BE JURISDICTIONAL WETLANDS ON THIS SITE WHICH WERE NOT LOCATED BY THIS SURVEY.
- 17) ALL GARAGES SHOWN HEREON ARE ONE STORY CONCRETE BLOCK AND STUCCO BUILDINGS.
- 18) ALL BUILDINGS SHOWN HEREON ARE TWO STORY FRAME AND STUCCO BUILDINGS UNLESS OTHERWISE INDICATED.
- 19) FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 11/29/2001.
- 20) ZONING DESIGNATION FOR THE SUBJECT PROPERTY IS "PUD", PLANNED UNIT DEVELOPMENT, JACKSONVILLE BEACH.
- 21) THE SUBJECT PROPERTY CONTAINS 450 PARKING SPACES, 194 OF WHICH ARE GARAGED SPACES AND 3 OF WHICH ARE DESIGNATED HANDICAPPED SPACES. NUMBERS SHOWN THUS (H) REPRESENT THE NUMBER OF PARKING SPACES CONTAINED IN GARAGE.

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R. E. Holland &
 Associates, Inc.

DATE: MARCH 1, 2002
 WORK ORDER NO.: 106.02
 PROJECT NUMBER: 10601
 SHEET 15 OF 16 SHEETS
 DRAWING NO. A10601



VICINITY MAP

NOT TO SCALE

LEGEND:

A/C = 3'x6' CONCRETE AIR CONDITIONER PAD (UNLESS OTHERWISE NOTED)
 APPROX. E.O.M. = APPROXIMATE EDGE OF WATER
 APPROX. T.O.B. = APPROXIMATE TOP OF BANK
 BFP = BACKFLOW PREVENTER
 (B) = BUILDING NUMBER OR NUMBER OF PARKING SPACES
 C.O. = CLEANOUT
 CONC. = CONCRETE
 C. & G. = CURB & GUTTER
 DR = DRAIN
 H.C. = HEADER CURB
 HYD. = FIRE HYDRANT
 LP = LIGHT POLE
 M.E.S. = MITERED END SECTION (CONCRETE)
 O.R. VOL. = OFFICIAL RECORDS VOLUME
 O.R.C.P. = OVAL REINFORCED CONCRETE PIPE
 SAN. M.H. = SANITARY MANHOLE
 [X] = SCREENED PORCH
 SV = SPRINKLER VALVE
 STM. M.H. = STORM MANHOLE
 VC = VALLEY CURB
 WV = WATER VALVE
 WM = WATER METER
 UTIL. = UTILITY AREA
 RCP = REINFORCED CONCRETE PIPE
 PVC = POLYVINYLCHLORIDE PIPE
 TRANS. = CONCRETE ELECTRIC TRANSFORMER PAD
 WL = WATER LINE
 H/C = HANDICAPPED PARKING SPACES
 CB = CATCH BASIN
 DIP = DUCTILE IRON PIPE
 RT = ROOF RETAINING WALL
 VT = 2'x3.4' VENT
 TER = TELEPHONE RISER BOX
 CATV BOX = CABLE TV CONTROL BOX
 OMP = 8" DIA. METAL POST
 H.C. = HANDICAPPED PARKING SPACE
 S.F. = SQUARE FEET

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R. E. Holland
 Associates, Inc.

DATE: MARCH 1, 2002

WORK ORDER NO.: 106.02

PROJECT NUMBER: 10601

SHEET 16 OF 16 SHEETS

DRAWING NO. A10601

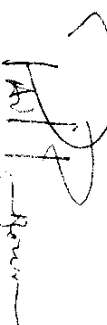
Villas at Marsh Landing Condominium Jacksonville Beach, Florida

Book 10531 Page 1538

CERTIFICATION

This is to certify that, in accordance with the provisions of Section 718.104 (4) (e), Florida Statutes, that the construction of the improvements described is substantially complete so that the material, together with the provisions of the Declaration of Condominium of Villas at Marsh Landing Condominiums, describing the condominium property is an accurate representation of the location and dimensions of the common elements and of each unit can be determined from these materials.

Signed this 12th day of February A.D., 2002


The Brown Group Architects, Inc.
Paul B. Brown
Registered Architect Certificate No. 17341
State of Florida

PREPARED BY:
The Brown Group Architects, Inc.
2289 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3500



LEGEND

② DENOTES PARKING SPACES

ACCESSORY BUILDING LEGEND: ○

- A. CLUBHOUSE (1 STORY)
- B. ENTRY TOWER & GATES
- C. WOOD FENCE
- D. CRAIN LINE FENCE
- E. WOOD RAILROAD
- F. DUMPSTER
- G. GARAGE NUMBER

SITE PLAN
SCALE: 1" = 150'-0"

The Brown Group Architects, Inc.
2298 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3600

1
AO.1

150-0111

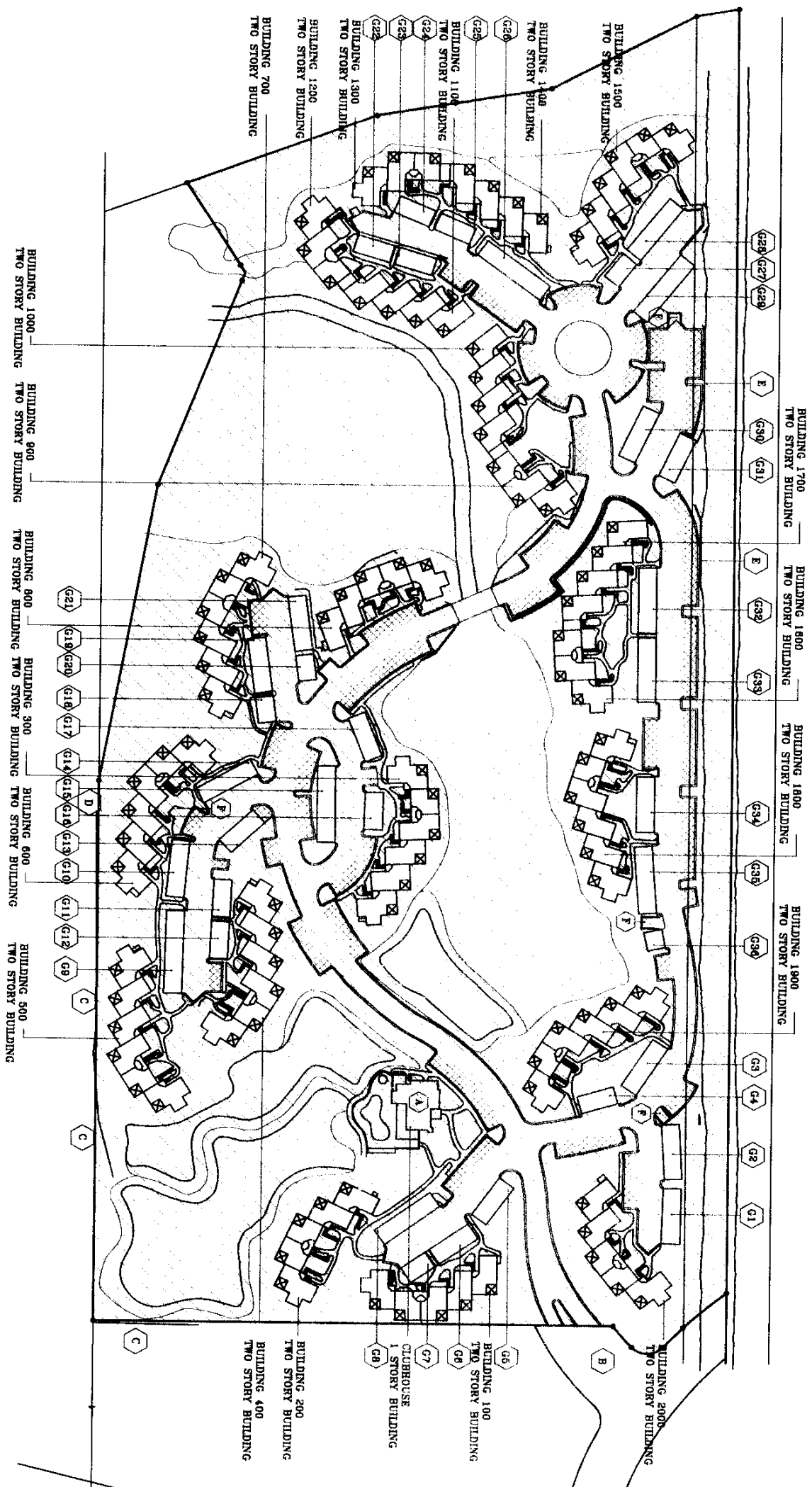


EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium

Jacksonville Beach, Florida



LEGEND

DENOTES COMMON AREAS
 DENOTES LIMITED COMMON ELEMENT
 ACCESSORY BUILDING LEGEND: ○

A. CLUBHOUSE (1 STORY)
B. ENTRY TOWER & GATES
C. WOOD FENCE
D. CHAIN LINK FENCE
E. WOOD BULKHEAD
F. DUMPSTER
G# GARAGE NUMBER

SITE PLAN
SCALE: 1" = 150'-0"

PREPARED BY:
The Brown Group Architects, Inc.
 2289 Peachtree Road NE
 Atlanta, Georgia 30309
 (404) 603-3500

Book 15451 **Sheet 15531** **Page 15531**

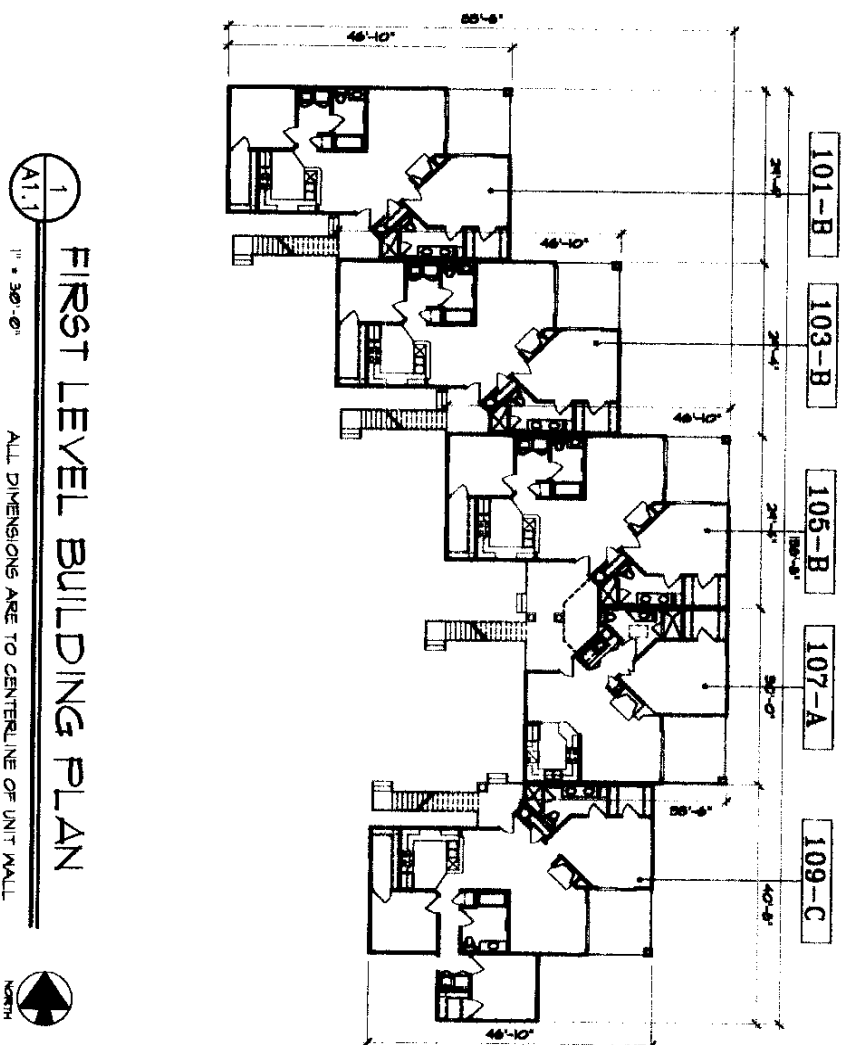
1
A0.2

COMMON AREA SITE PLAN

1" = 150'-0"

EXHIBIT: SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



LEGEND

#-TYPE DENOTES UNIT NUMBER AND UNIT TYPE

NOTES

ANY STEPS AND/ OR FRONT
PORCH SERVING ONE (1) OR
MORE BUT LESS THAN ALL
UNITS ARE ASSIGNED AS
LIMITED COMMON ELEMENTS
TO THE UNIT OR UNITS
WHICH THEY SERVE

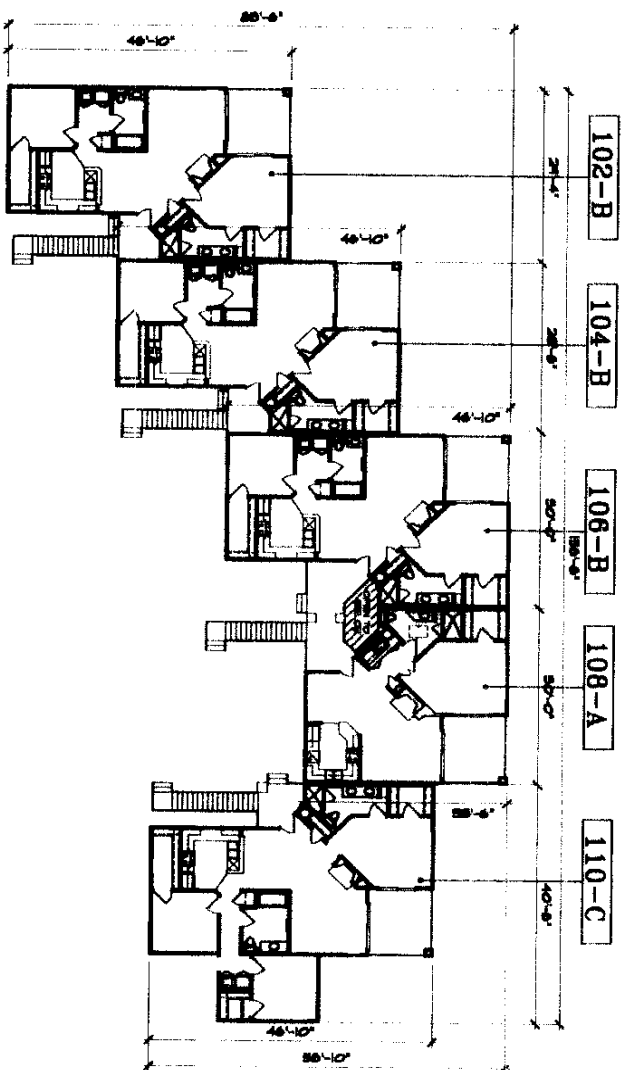
BUILDING 100 FLOOR PLAN

SCALE: 1" = 30'-0"

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida

Book 10531 Page 1542



1
SECOND LEVEL BUILDING PLAN
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL
110-C
NORTH

LEGEND

#-TYPE DENOTES UNIT NUMBER
AND UNIT TYPE

NOTE: ANY STEPS AND/OR FRONT
PORCH SERVING ONE (1) OR
MORE BUT LESS THAN ALL
UNITS ARE ASSIGNED AS
LIMITED COMMON ELEMENTS
TO THE UNIT OR UNITS
WHICH THEY SERVE

BUILDING 100 FLOOR PLAN

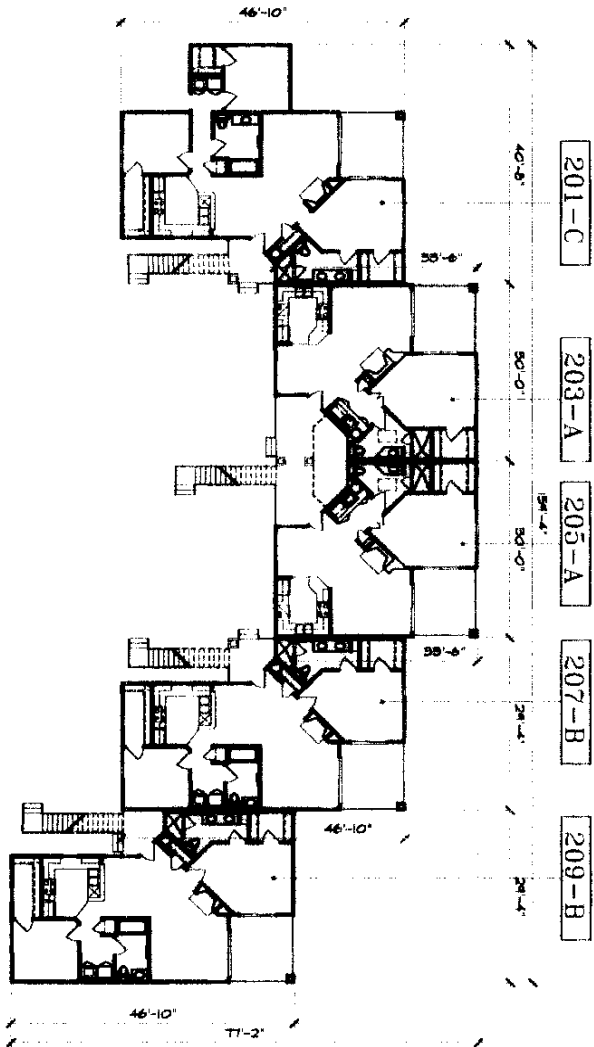
SCALE: 1" = 30'-0"

PREPARED BY:
The Brown Group Architects, Inc.
2299 Peachtree Road, NE
Atlanta, Georgia 30309
(404) 603-3600

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



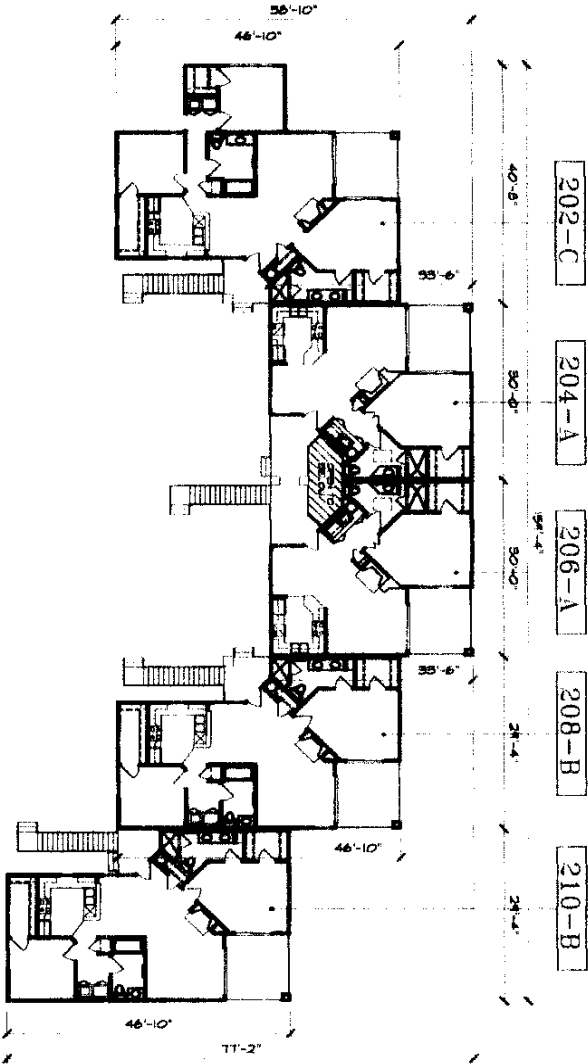
FIRST LEVEL BUILDING PLAN
1
A1.3
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL
NORTH

LEGEND	
#-TYPE	DENOTES UNIT NUMBER AND UNIT TYPE
NOTE: ANY STEPS AND/ OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE	

BUILDING 200 FLOOR PLAN
SCALE: 1" = 30'-0"

Villas at Marsh Landing Condominium
Jacksonville Beach, Florida

PREPARED BY:
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Atlanta, Georgia 30308
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1
A1.4
SECOND LEVEL BUILDING PLAN
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL
NORTH

LEGEND

#-TYPE DENOTES UNIT NUMBER AND UNIT TYPE

NOTE:
ANY STEPS AND/ OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

BUILDING 200 FLOOR PLAN
SCALE: 1" = 30'-0"

EXHIBIT:

SHEET:

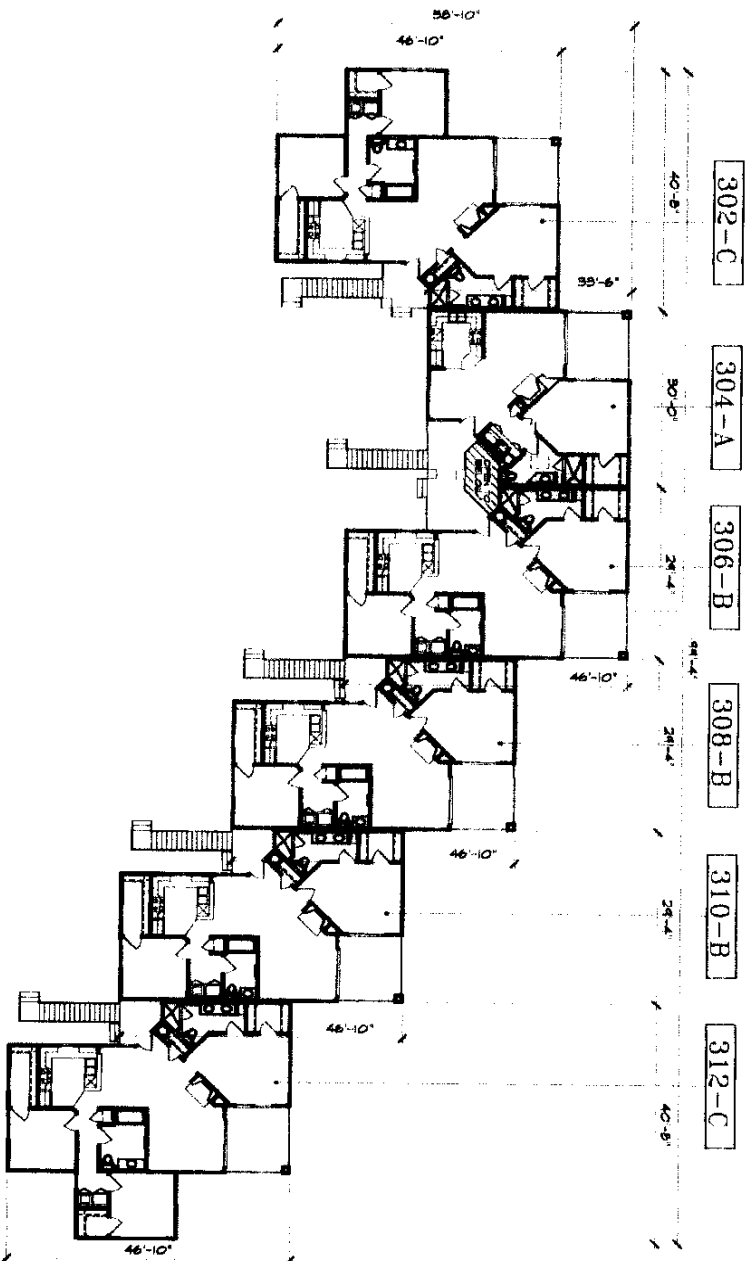


SCALE: 1" = 30'-0"

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



1 SECOND LEVEL BUILDING PLAN
A1.6
1" = 30'-0"

ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL



LEGEND

#-TYPE DENOTES UNIT NUMBER AND UNIT TYPE

NOTE: ANY STEPS AND/OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

BUILDING 300 FLOOR PLAN

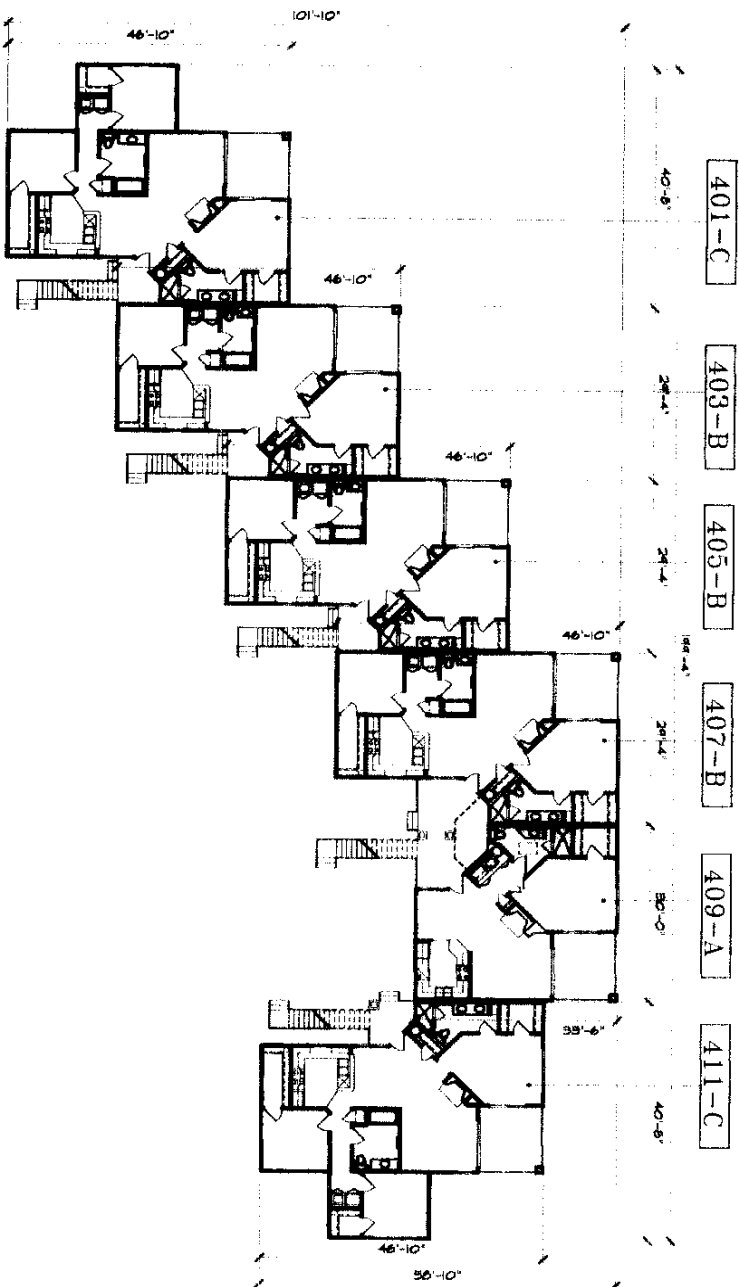
SCALE: 1" = 30'-0"

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FIRST LEVEL BUILDING PLAN
1
A1.7
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL
NORTH

LEGEND	
#-TYPE	DENOTES UNIT NUMBER
	AND UNIT TYPE
NOTE:	ANY STEPS AND/ OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

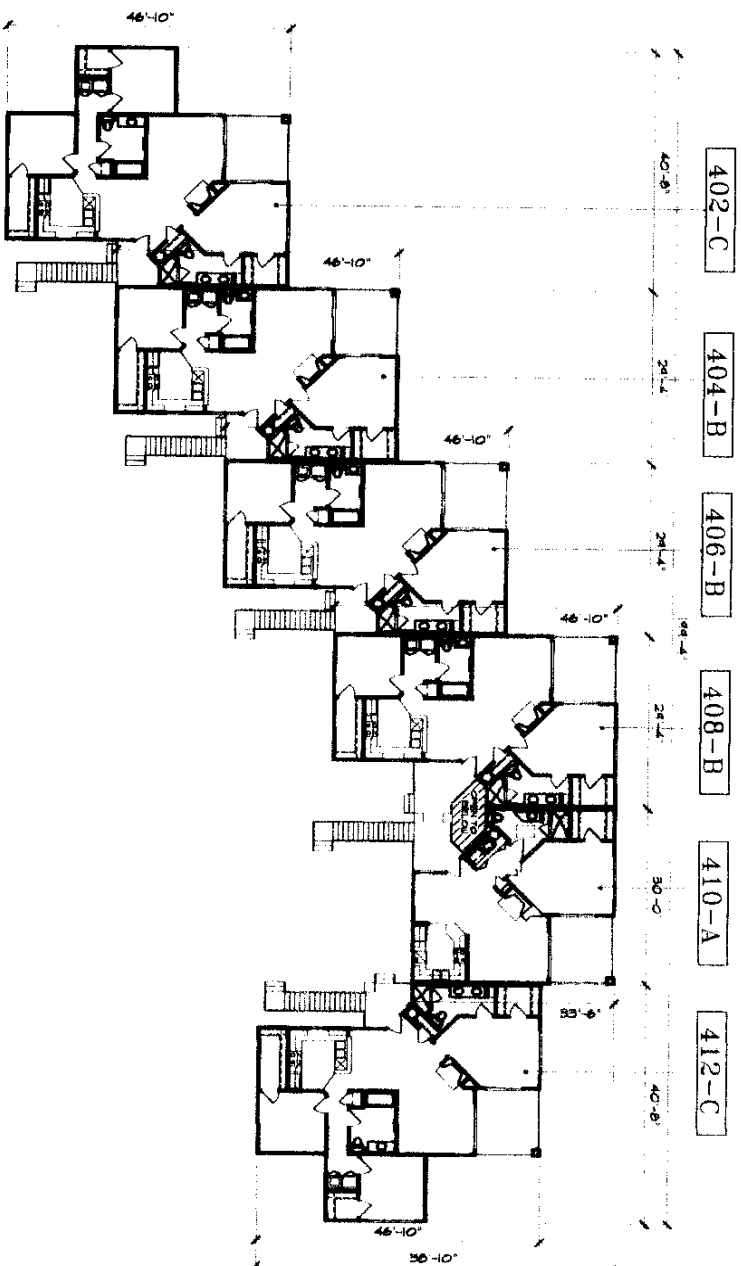
BUILDING 400 FLOOR PLAN
SCALE: 1" = 30'-0"

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1
A1.8

SECOND LEVEL BUILDING PLAN

ALL DIMENSIONS ARE TO CENTER UNLESS INDICATED OTHERWISE



BUILDING 400 FLOOR PLAN
SCALE: 1" = 30'-0"

LEGEND

#-TYPE	DENOTES UNIT NUMBER AND UNIT TYPE
NOTE:	ANY STEPS AND/ OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

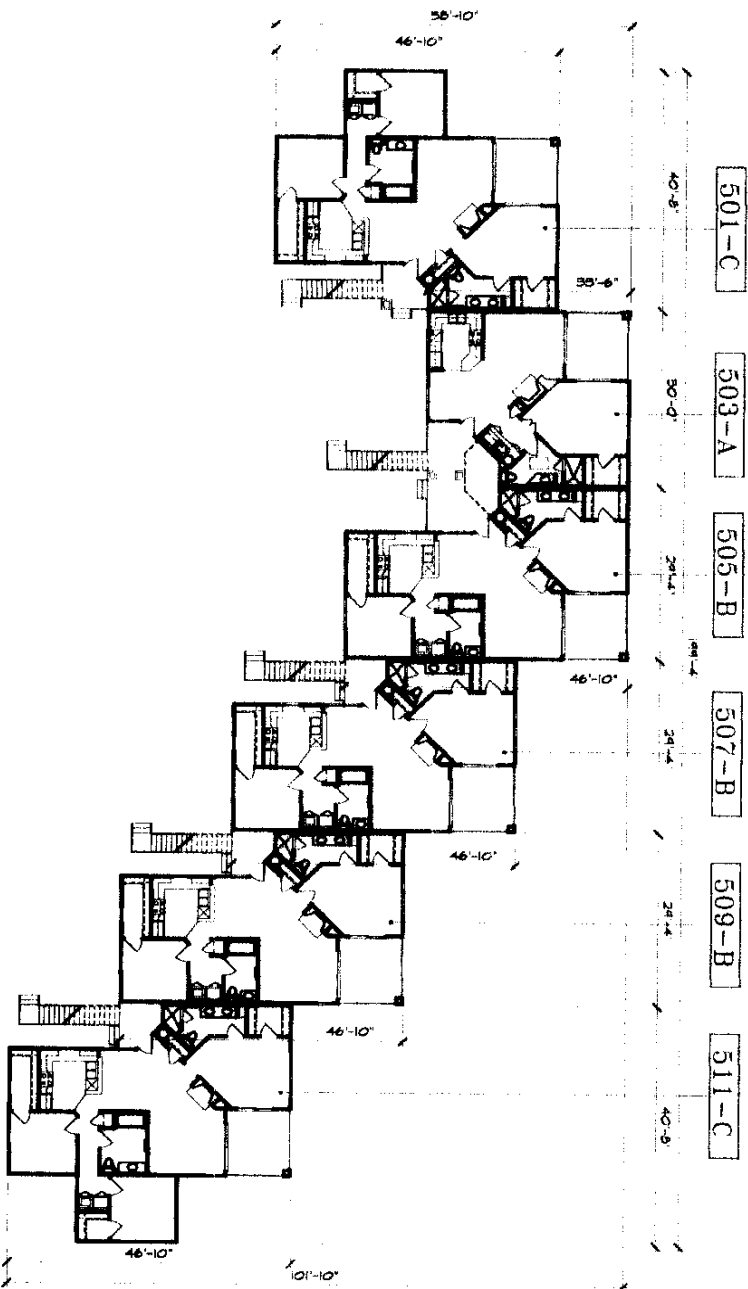
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FIRST LEVEL BUILDING PLAN
1
A1.9
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL



LEGEND

#-TYPE
DENOTES UNIT NUMBER
AND UNIT TYPE

NOTE:
ANY STEPS AND/OR FRONT
PORCH SERVING ONE (1) OR
MORE BUT LESS THAN ALL
UNITS ARE ASSIGNED AS
LIMITED COMMON ELEMENTS
TO THE UNIT OR UNITS
WHICH THEY SERVE

BUILDING 500 FLOOR PLAN

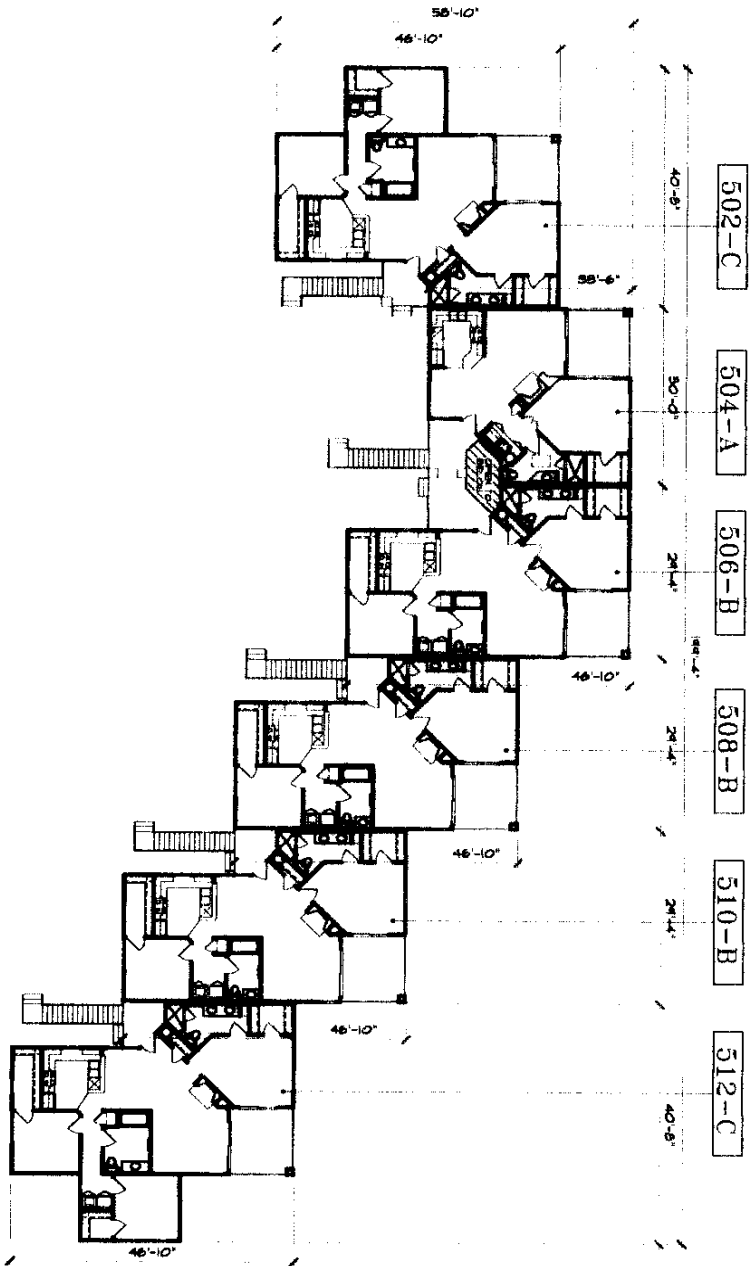
SCALE: 1" = 30'-0"

EXHIBIT:

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1 SECOND LEVEL BUILDING PLAN
A1.10
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL.
NORTH

LEGEND

#-TYPE
DENOTES UNIT NUMBER
AND UNIT TYPE

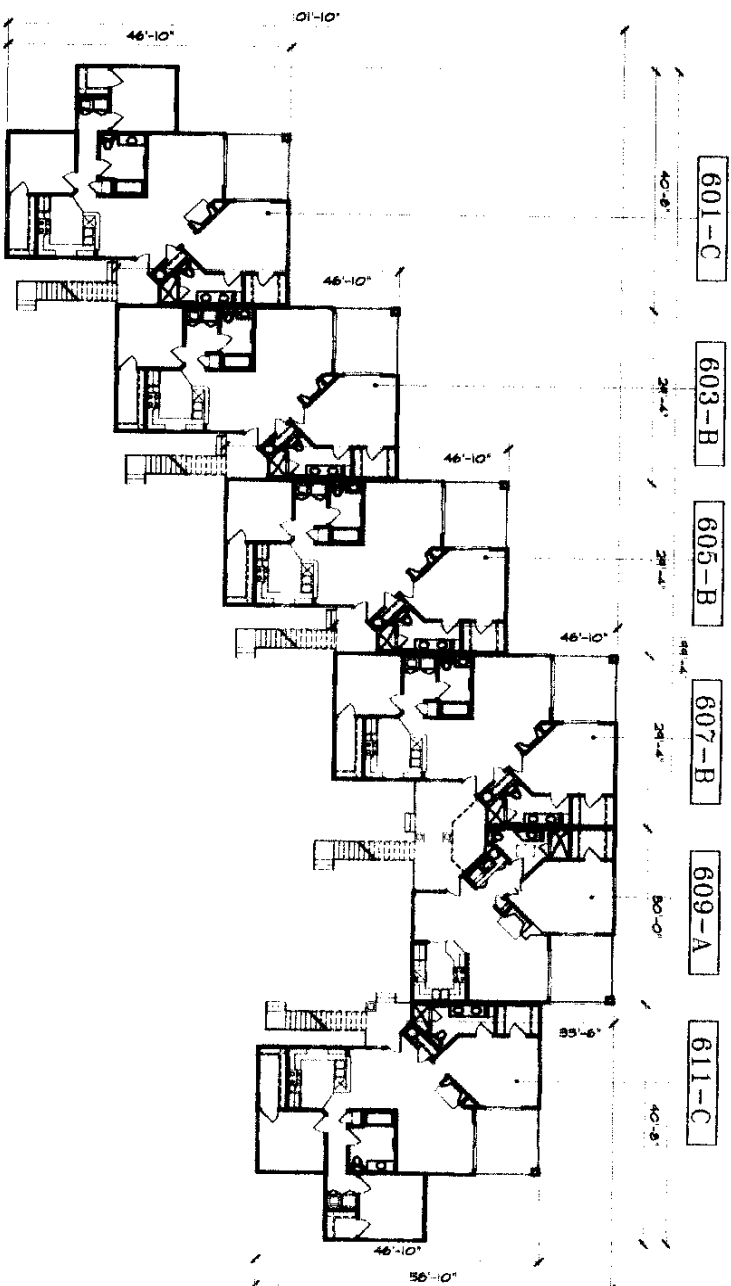
NOTE:
ANY STEPS AND/ OR FRONT
PORCH SERVING ONE (1) OR
MORE BUT LESS THAN ALL
UNITS ARE ASSIGNED AS
LIMITED COMMON ELEMENTS
TO THE UNIT OR UNITS
WHICH THEY SERVE

BUILDING 500 FLOOR PLAN
SCALE: 1" = 30'-0"

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



FIRST LEVEL BUILDING PLAN
1
A1.1
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL.



LEGEND	
#-TYPE	DENOTES UNIT NUMBER AND UNIT TYPE
NOTE:	ANY STEPS AND/ OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

BUILDING 600 FLOOR PLAN
SCALE: 1" = 30'-0"

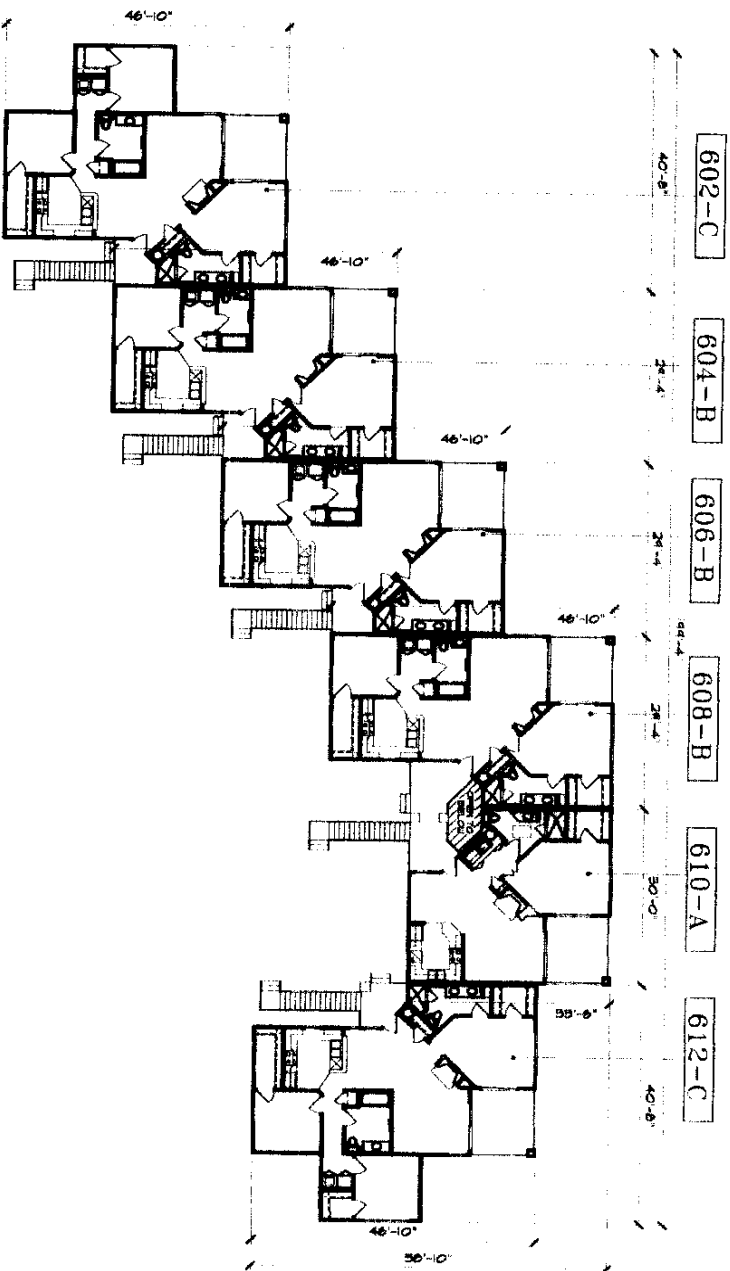
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1
A1.12
SECOND LEVEL BUILDING PLAN
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL
NORTH

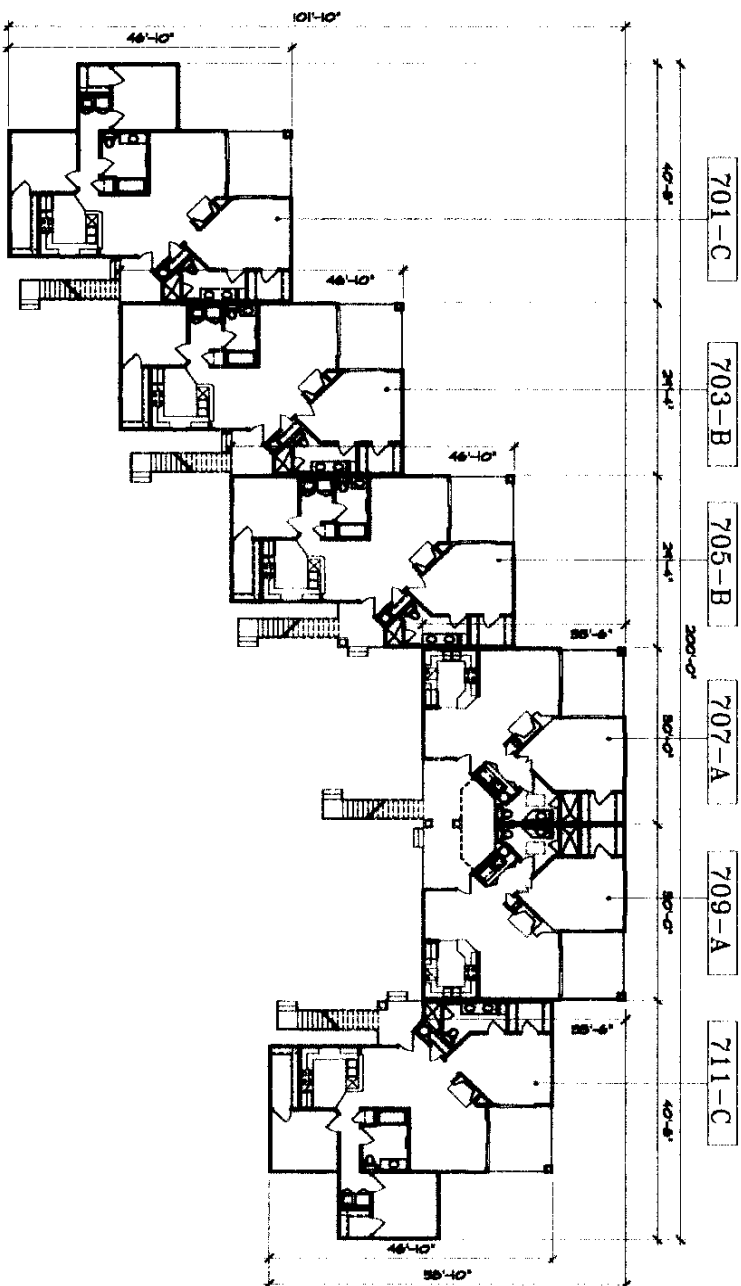
LEGEND	
#-TYPE	DENOTES UNIT NUMBER AND UNIT TYPE
NOTE:	ANY STEPS AND/ OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

BUILDING 600 FLOOR PLAN
SCALE: 1" = 30'-0"

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



1
81.13
FIRST LEVEL BUILDING PLAN
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL
NORTH

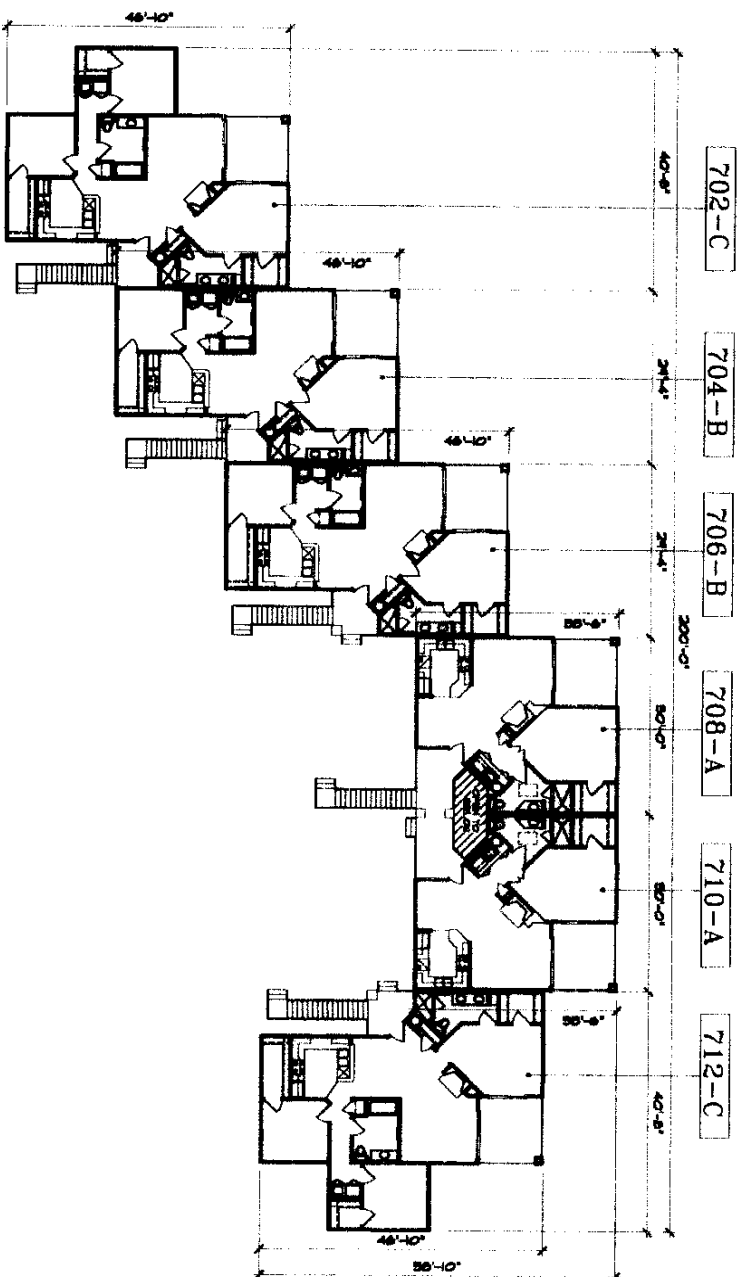
LEGEND	
#-TYPE	DENOTES UNIT NUMBER AND UNIT TYPE
NOTE:	ANY STEPS AND/ OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

BUILDING 700 FLOOR PLAN
SCALE: 1" = 30'-0"

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Atlanta, Georgia 30309
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EXHIBIT:

SHEET:



1
A1.19

11' x 30'-0"

ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL

SECOND LEVEL BUILDING PLAN



NOTES

BUILDING 700 FLOOR PLAN
SCALE: 1" = 30'-0"

SCALE: 1" = 30'-0"

LEGEND

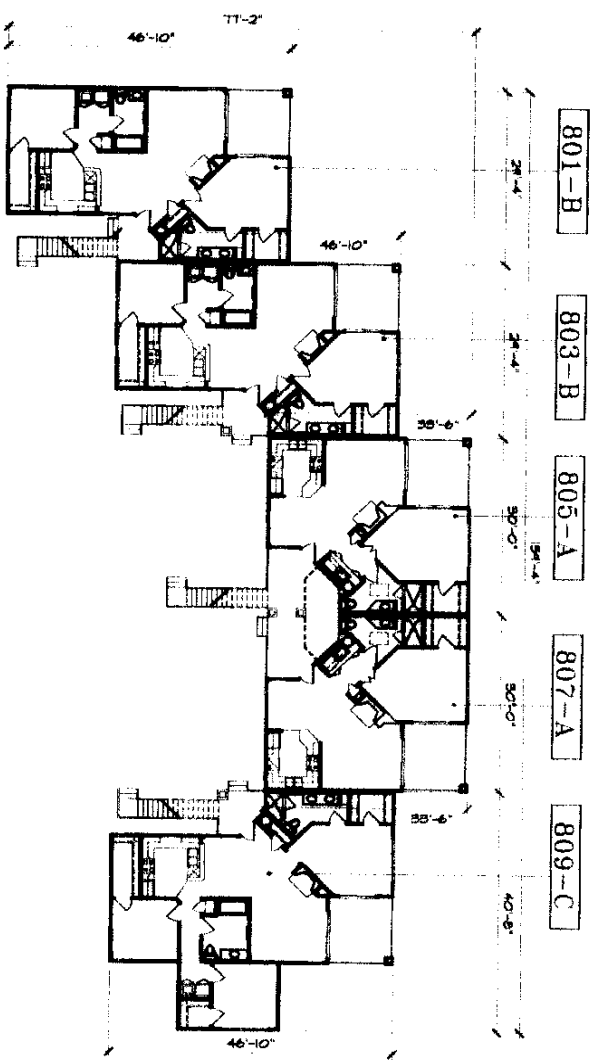
#--TYPE DENOTES UNIT NUMBER AND UNIT TYPE

NOTE: ANY STEPS AND/ OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



1 FIRST LEVEL BUILDING PLAN
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL
NORTH

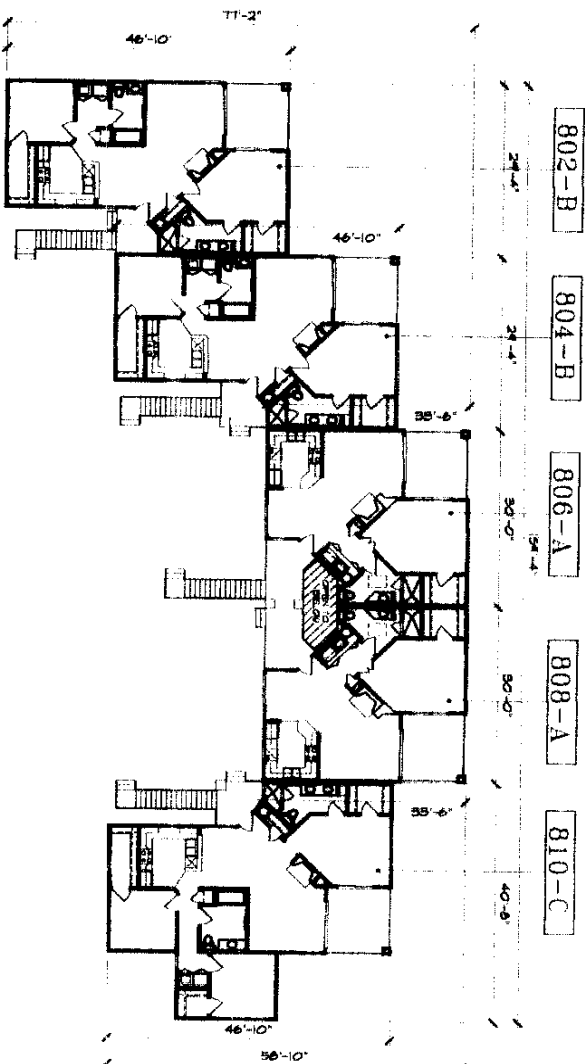
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LEGEND	
#-TYPE	DENOTES UNIT NUMBER AND UNIT TYPE
NOTE:	ANY STEPS AND/ OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

BUILDING 800 FLOOR PLAN
SCALE: 1" = 30'-0"

EXHIBIT: SHEET:

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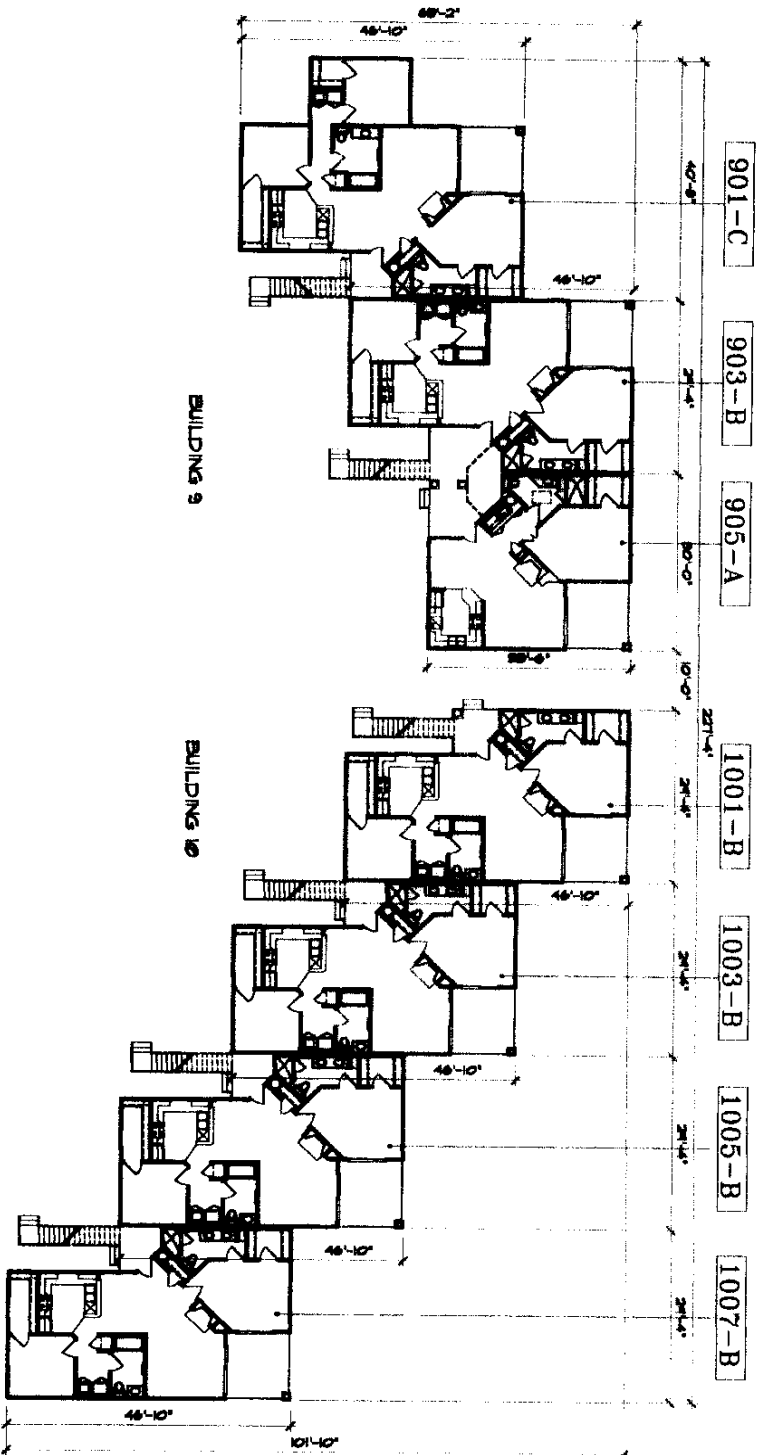


1
SECOND LEVEL BUILDING PLAN
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALLS
NORTH

LEGEND	
#-TYPE	DENOTES UNIT NUMBER AND UNIT TYPE
NOTE:	ANY STEPS AND/OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

BUILDING 800 FLOOR PLAN
SCALE: 1" = 30'-0"

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



1
81.1

FIRST LEVEL BUILDING PLAN

1" = 30'-0"

ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL

ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL

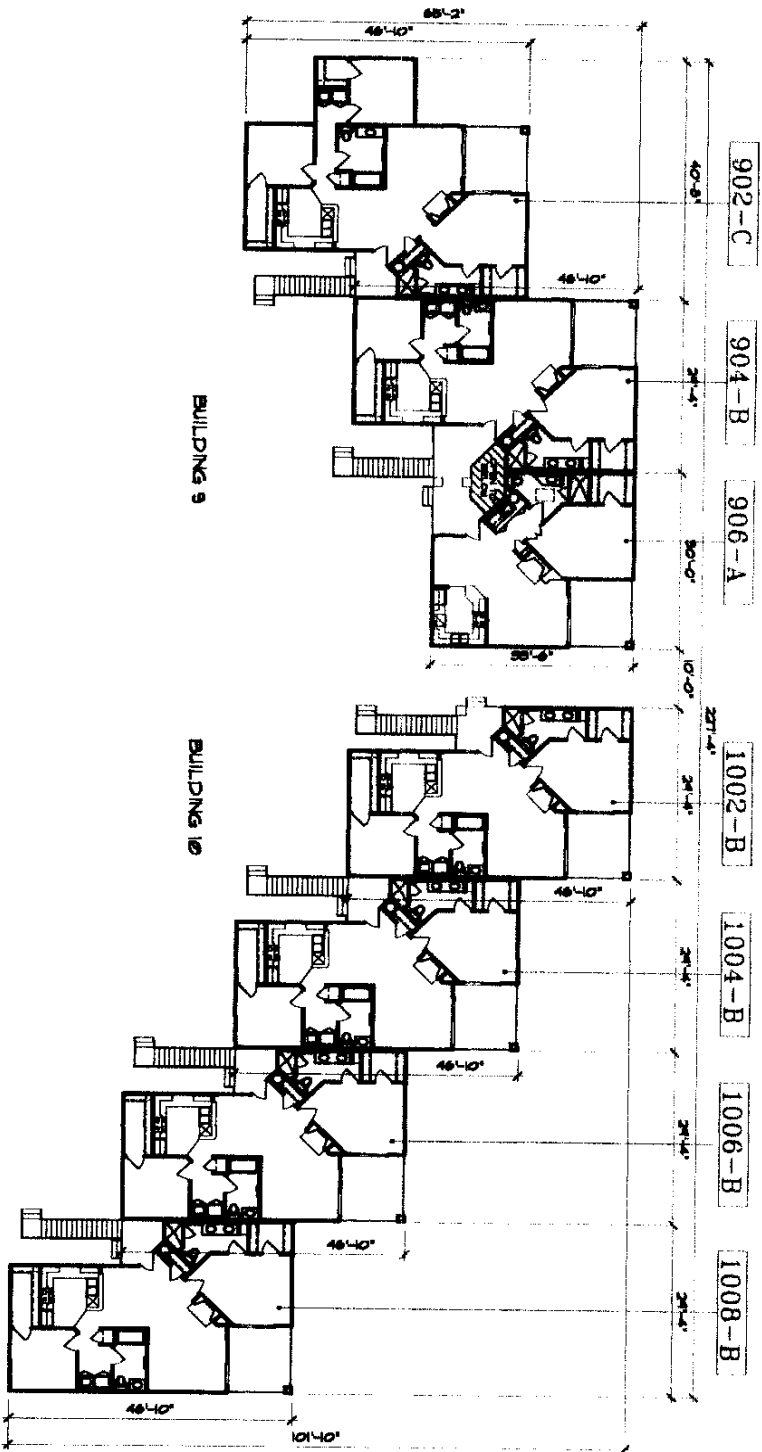


LEGEND

#-TYPE	DENOTES UNIT NUMBER AND UNIT TYPE
NOTE:	ANY STEPS AND / OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

**BUILDINGS 800 &
1000 FLOOR PLAN**
SCALE: 1" = 30'-0"

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



LEGEND

#-TYPE	DENOTES UNIT NUMBER AND UNIT TYPE
NOTE:	ANY STEPS AND/ OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

1
41.18

SECOND LEVEL BUILDING PLAN

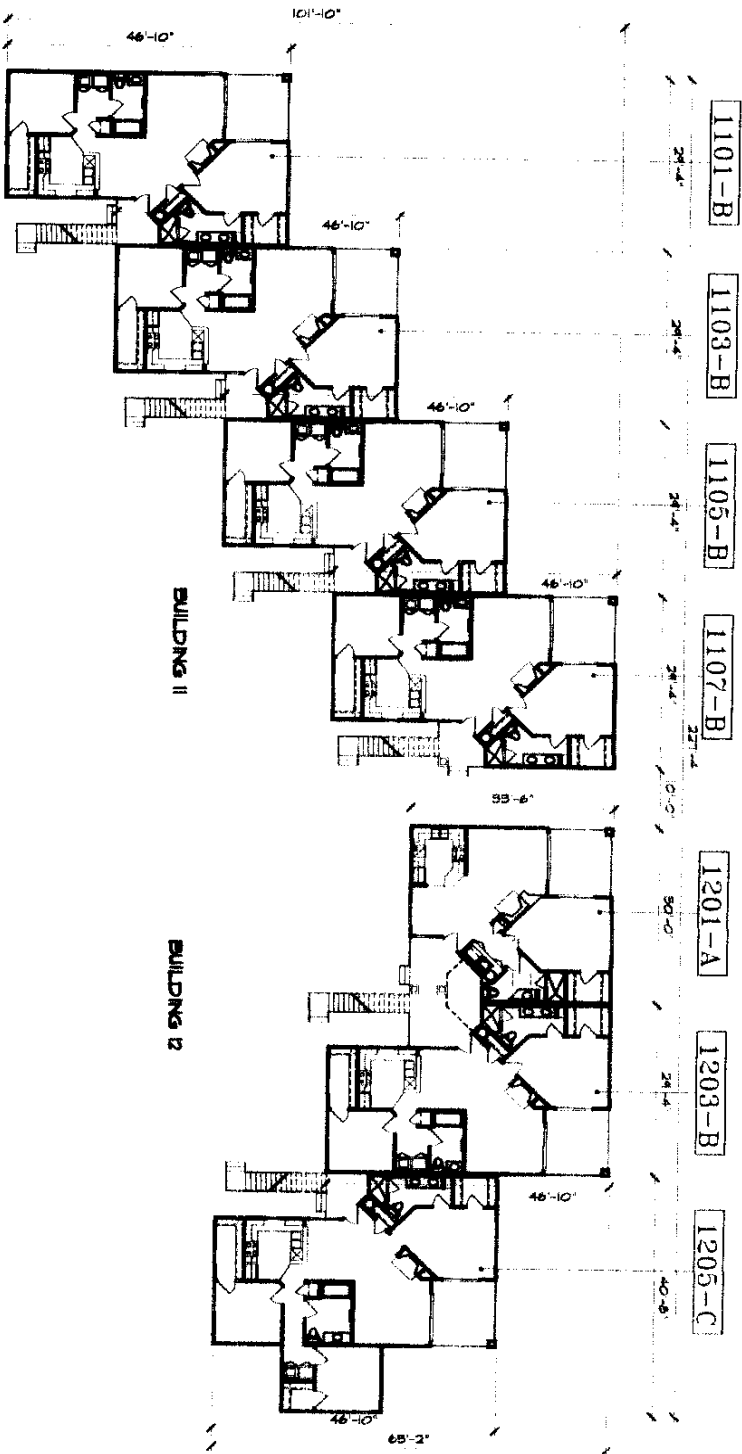
1" = 30'-0"

ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL

NORTH

BUILDINGS 900 &
1000 FLOOR PLAN
SCALE: 1" = 30'-0"

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



FIRST LEVEL BUILDING PLAN
1
A1.19
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL



LEGEND

#-TYPE DENOTES UNIT NUMBER
AND UNIT TYPE

NOTE:
ANY STEPS AND/OR FRONT
PORCH SERVING ONE (1) OR
MORE BUT LESS THAN ALL
UNITS ARE ASSIGNED AS
LIMITED COMMON ELEMENTS
TO THE UNIT OR UNITS
WHICH THEY SERVE

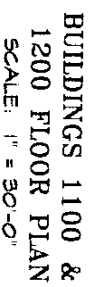
BUILDINGS 1100 &
1200 FLOOR PLAN

SCALE: 1" = 30'-0"

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EXHIBIT:

SHEET:

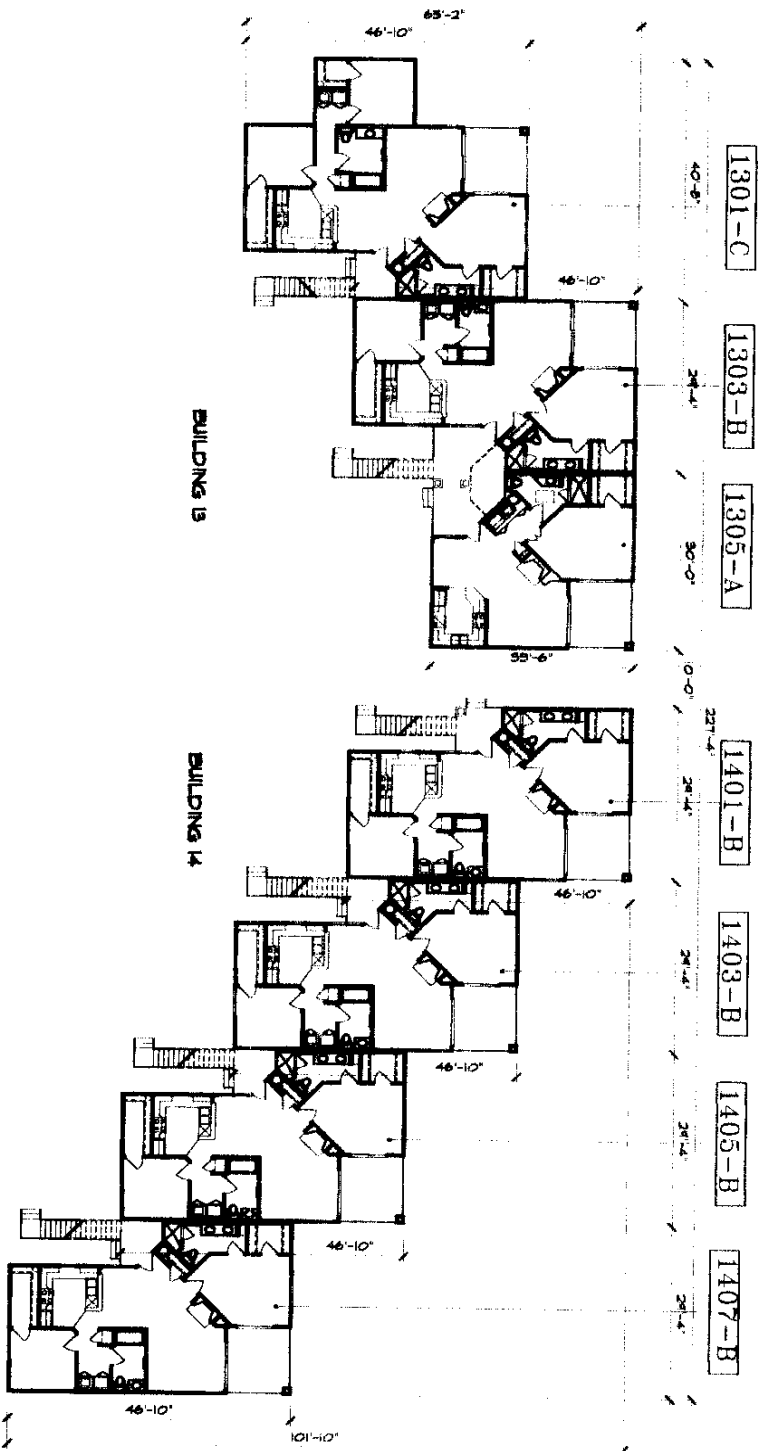


#--TYPE DENOTES UNIT NUMBER AND UNIT TYPE

NOTE: ANY STEPS AND/ OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

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Villas at Marsh Landing Condominium Jacksonville Beach, Florida



FIRST LEVEL BUILDING PLAN
 1
 A1.2
 1" = 30'-0"
 ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL



LEGEND

#-TYPE

DENOTES UNIT NUMBER AND UNIT TYPE

NOTE:

ANY STEPS AND/ OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

BUILDINGS 1300 &
1400 FLOOR PLAN
SCALE: 1" = 30'-0"

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Atlanta, Georgia 30309
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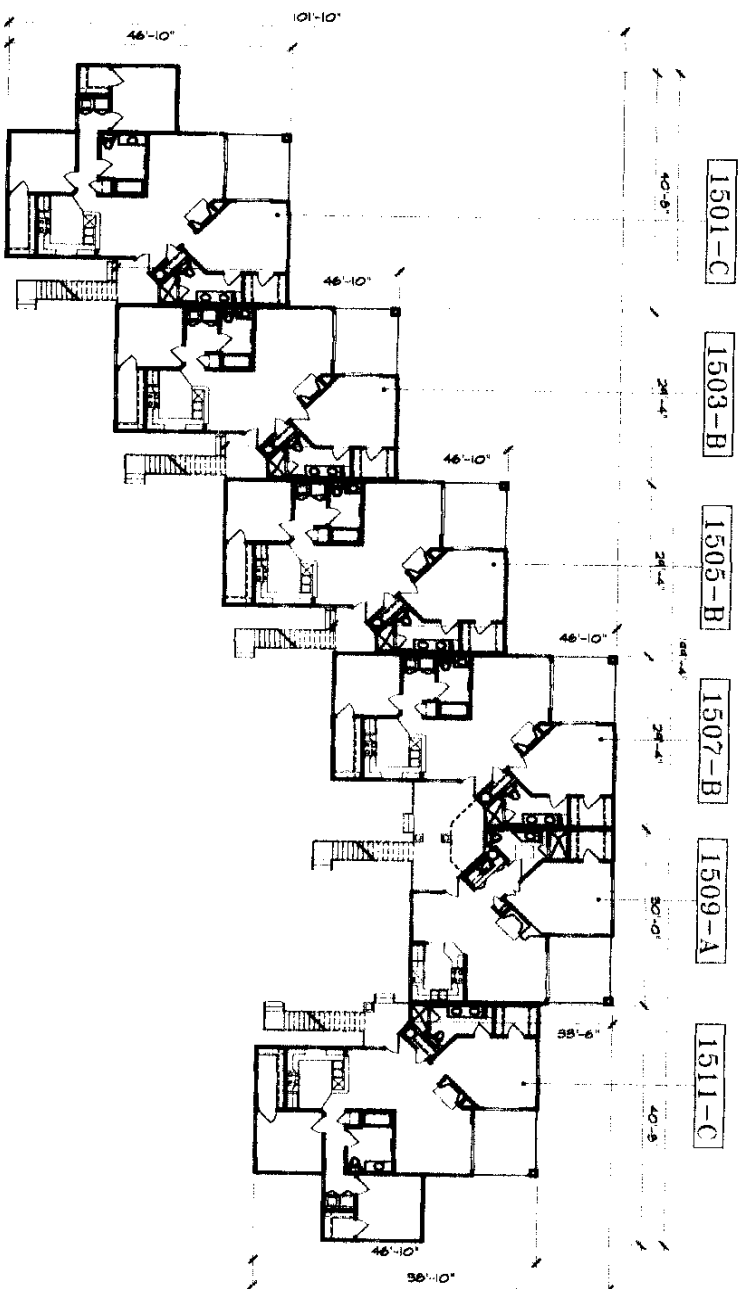
EXHIBIT:

SHEET:

SHEET:

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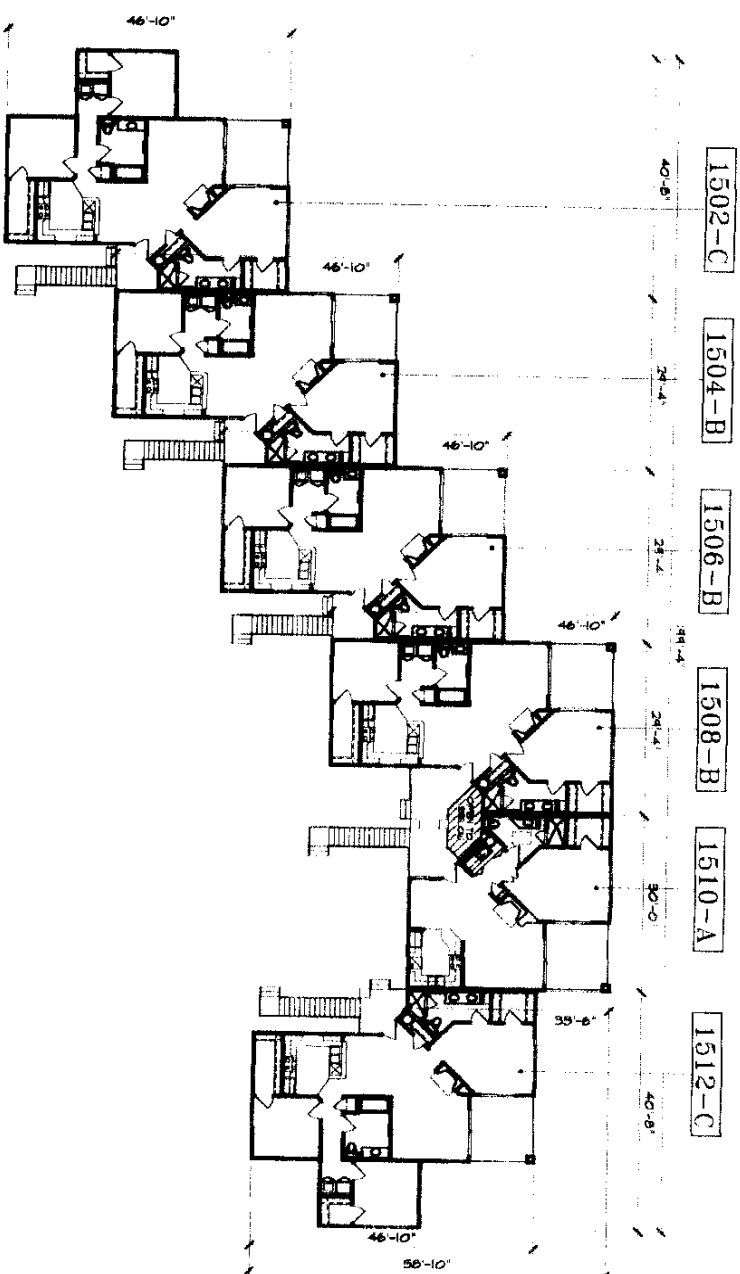
FIRST LEVEL BUILDING PLAN
1
A1.23
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL
NORTH

LEGEND	
#-TYPE	DENOTES UNIT NUMBER AND UNIT TYPE
NOTE:	ANY STEPS AND/ OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

BUILDING 1500 FLOOR PLAN
SCALE: 1" = 30'-0"

EXHIBIT:

SHEET:



1
41.24
30'-0"

ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE

SECOND LEVEL BUILDING PLAN



ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL

LEGEND

#-TYPE DENOTES UNIT NUMBER
AND UNIT TYPE

NOTE: ANY STEPS AND/ OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

BUILDING 1500 FLOOR PLAN

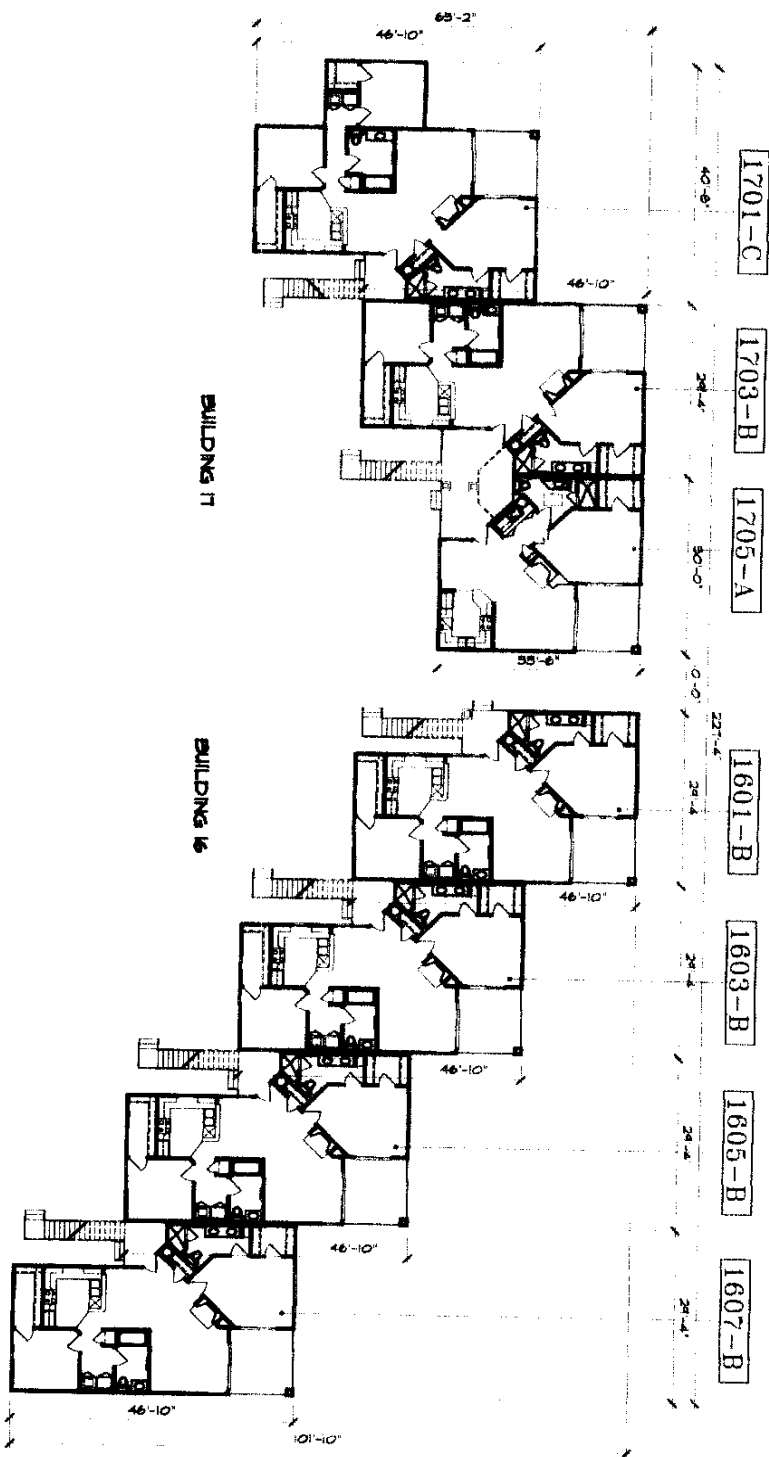
SCALE: 1" = 30'-0"

EXHIBIT:

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Villas at Marsh Landing Condominium Jacksonville Beach, Florida



FIRST LEVEL BUILDING PLAN

1
A1.25

1" = 30'-0"

ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL.

NORTH

LEGEND	
#-TYPE	DENOTES UNIT NUMBER AND UNIT TYPE
NOTE:	ANY STEPS AND/ OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

BUILDINGS 1600 &
1700 FLOOR PLAN
SCALE: 1" = 30'-0"

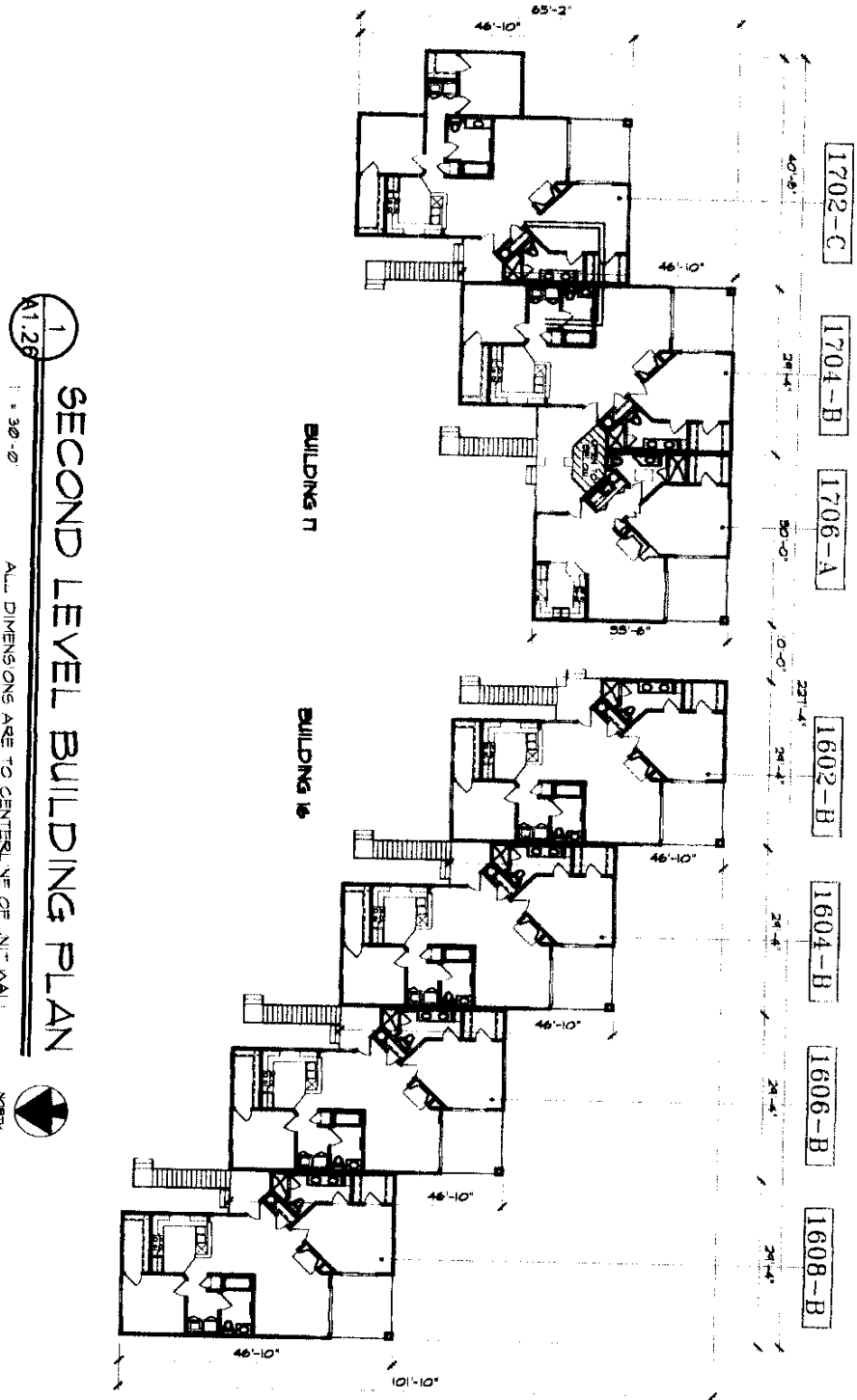
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1
A1.26
SECOND LEVEL BUILDING PLAN

ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL



BUILDINGS 1600 &
1700 FLOOR PLAN
SCALE: 1" = 30'-0"

LEGEND

#-TYPE

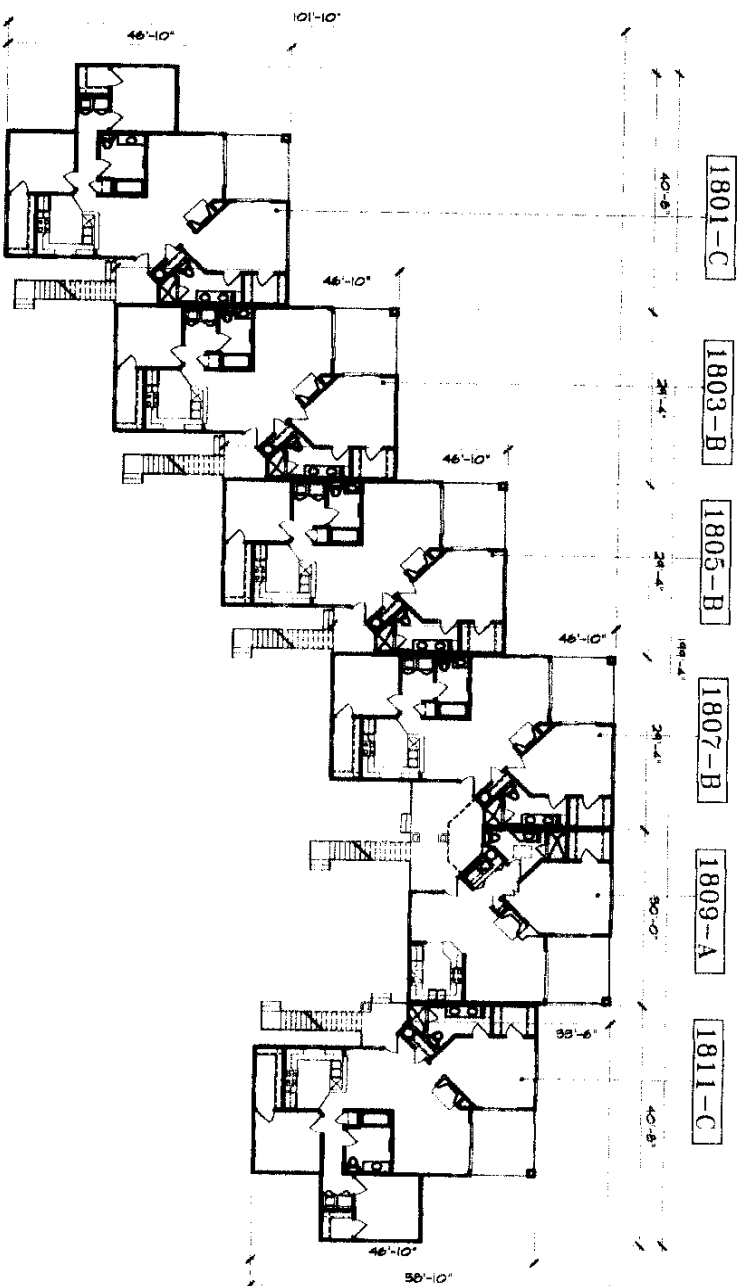
DENOTES UNIT NUMBER
AND UNIT TYPE

NOTE:
ANY STEPS AND/ OR FRONT
PORCH SERVING ONE (1) OR
MORE BUT LESS THAN ALL
UNITS ARE ASSIGNED AS
LIMITED COMMON ELEMENTS
TO THE UNIT OR UNITS
WHICH THEY SERVE

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Book 10531 Page 1567



FIRST LEVEL BUILDING PLAN

$t = 30-0''$

ALL DIMENSIONS ARE TO CENTER LINE OF UNIT WALL.



BUILDING 1800 FLOOR PLAN

SCALE: 1" = 30'-0"

LEGEND

#--TYPE	DENOTES UNIT NUMBER AND UNIT TYPE
1	1ST UNIT
2	2ND UNIT
3	3RD UNIT
4	4TH UNIT
5	5TH UNIT
6	6TH UNIT
7	7TH UNIT
8	8TH UNIT
9	9TH UNIT
10	10TH UNIT
11	11TH UNIT
12	12TH UNIT
13	13TH UNIT
14	14TH UNIT
15	15TH UNIT
16	16TH UNIT
17	17TH UNIT
18	18TH UNIT
19	19TH UNIT
20	20TH UNIT
21	21ST UNIT
22	22ND UNIT
23	23RD UNIT
24	24TH UNIT
25	25TH UNIT
26	26TH UNIT
27	27TH UNIT
28	28TH UNIT
29	29TH UNIT
30	30TH UNIT
31	31ST UNIT
32	32ND UNIT
33	33RD UNIT
34	34TH UNIT
35	35TH UNIT
36	36TH UNIT
37	37TH UNIT
38	38TH UNIT
39	39TH UNIT
40	40TH UNIT
41	41ST UNIT
42	42ND UNIT
43	43RD UNIT
44	44TH UNIT
45	45TH UNIT
46	46TH UNIT
47	47TH UNIT
48	48TH UNIT
49	49TH UNIT
50	50TH UNIT
51	51ST UNIT
52	52ND UNIT
53	53RD UNIT
54	54TH UNIT
55	55TH UNIT
56	56TH UNIT
57	57TH UNIT
58	58TH UNIT
59	59TH UNIT
60	60TH UNIT
61	61ST UNIT
62	62ND UNIT
63	63RD UNIT
64	64TH UNIT
65	65TH UNIT
66	66TH UNIT
67	67TH UNIT
68	68TH UNIT
69	69TH UNIT
70	70TH UNIT
71	71ST UNIT
72	72ND UNIT
73	73RD UNIT
74	74TH UNIT
75	75TH UNIT
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81	81ST UNIT
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84	84TH UNIT
85	85TH UNIT
86	86TH UNIT
87	87TH UNIT
88	88TH UNIT
89	89TH UNIT
90	90TH UNIT
91	91ST UNIT
92	92ND UNIT
93	93RD UNIT
94	94TH UNIT
95	95TH UNIT
96	96TH UNIT
97	97TH UNIT
98	98TH UNIT
99	99TH UNIT
100	100TH UNIT

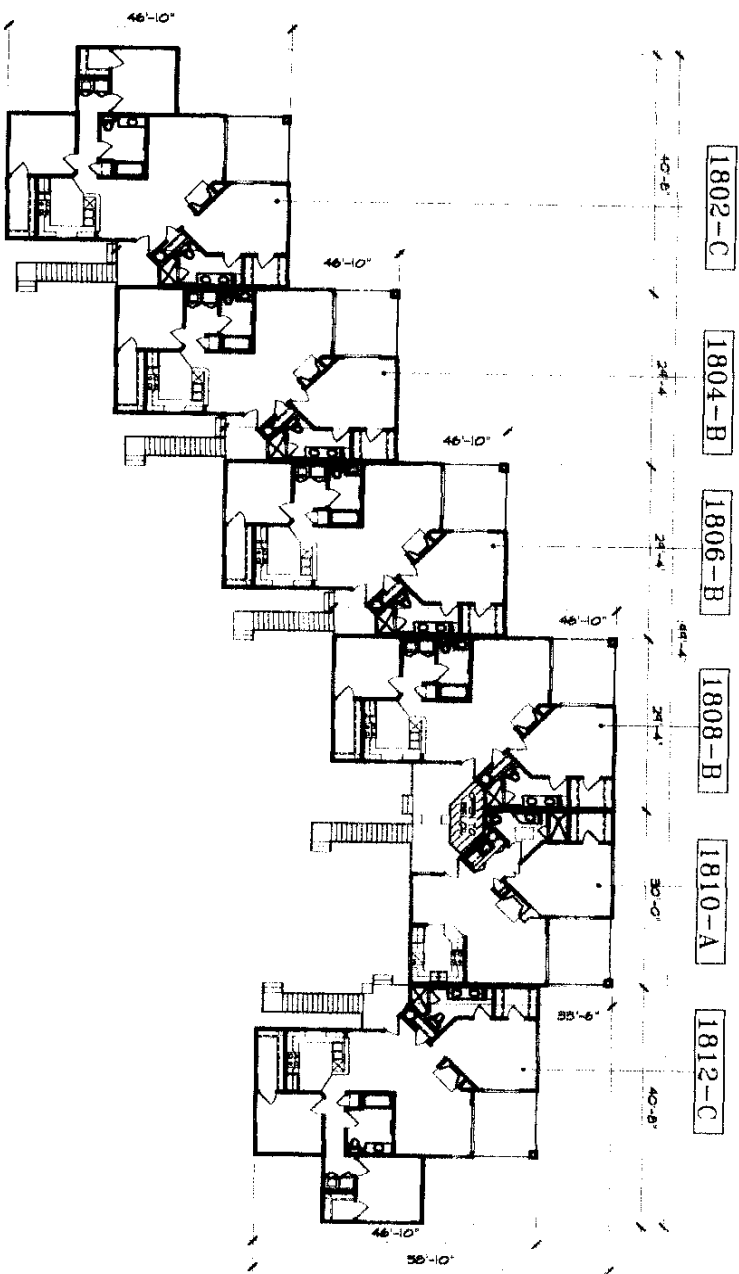
NOTE: ANY STEPS AND/ OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

NOTE:

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1
A1.28

SECOND LEVEL BUILDING PLAN

1" = 30'-0"

ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL

NORTH

LEGEND

#-TYPE

DENOTES UNIT NUMBER
AND UNIT TYPE

NOTE:
ANY STEPS AND/ OR FRONT
PORCH SERVING ONE (1) OR
MORE BUT LESS THAN ALL
UNITS ARE ASSIGNED AS
LIMITED COMMON ELEMENTS
TO THE UNIT OR UNITS
WHICH THEY SERVE

BUILDING 1800 FLOOR PLAN

SCALE: 1" = 30'-0"

PREPARED BY:

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2289 Peachtree Road NE

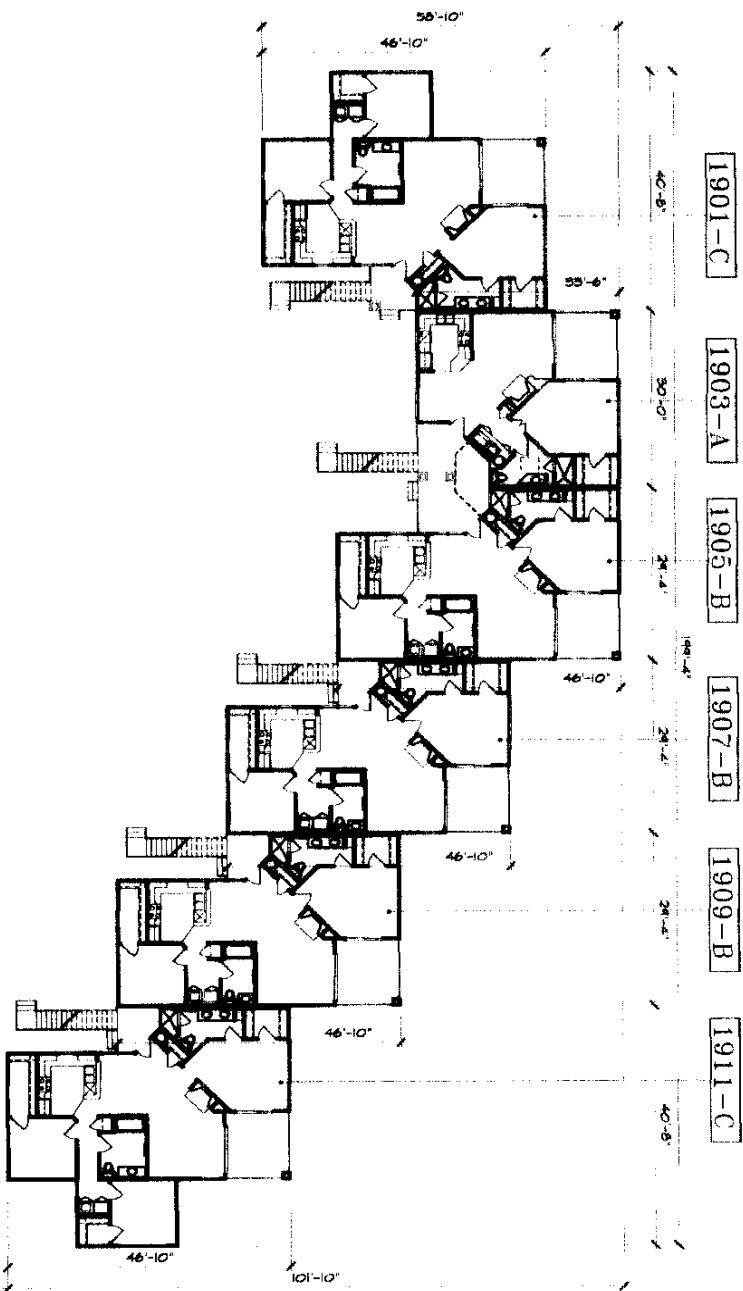
Atlanta, Georgia 30309

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FIRST LEVEL BUILDING PLAN
1
A1.29
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL
NORTH

LEGEND

#-TYPE DENOTES UNIT NUMBER AND UNIT TYPE

NOTE: ANY STEPS AND/OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

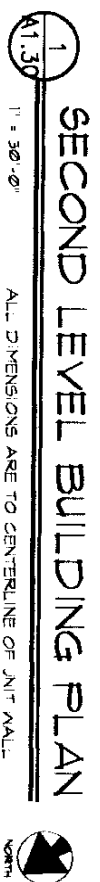
BUILDING 1900 FLOOR PLAN
SCALE: 1" = 30'-0"

PREPARED BY:
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Atlanta, Georgia 30309
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EXHIBIT:

SHEET:

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SCALE: 1" = 30'-0"

LEGEND

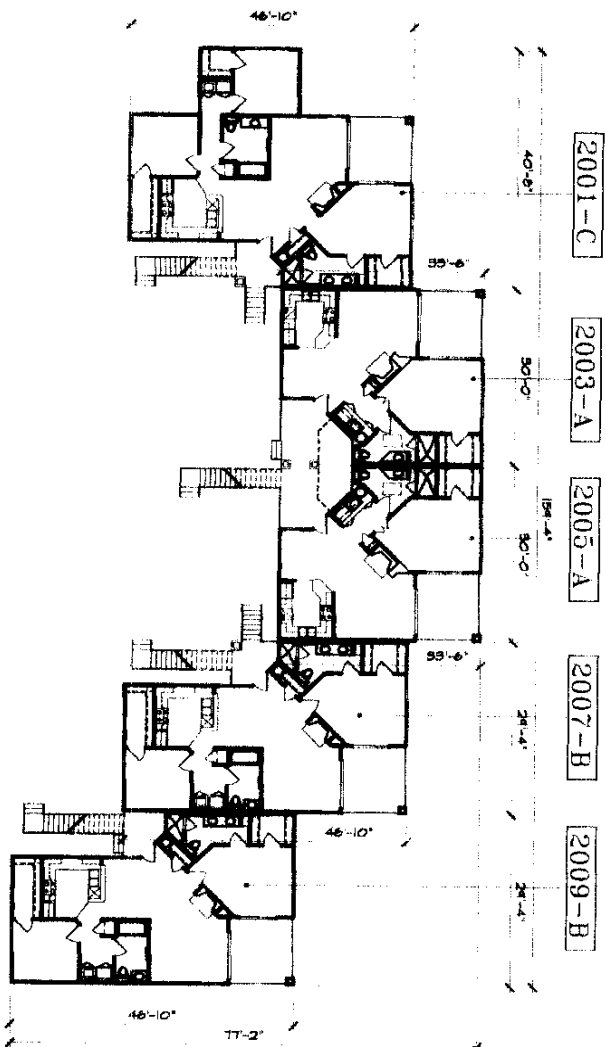
#-TYPE	DENOTES UNIT NUMBER AND UNIT TYPE
NOTE:	ANY STEPS AND/ OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

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1
A1.3

FIRST LEVEL BUILDING PLAN

1" = 30'-0"

ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL



LEGEND

#-TYPE
DENOTES UNIT NUMBER
AND UNIT TYPE

NOTE:
ANY STEPS AND/ OR FRONT
PORCH SERVING ONE (1) OR
MORE BUT LESS THAN ALL
UNITS ARE ASSIGNED AS
LIMITED COMMON ELEMENTS
TO THE UNIT OR UNITS
WHICH THEY SERVE

BUILDING 2000 FLOOR PLAN

SCALE: 1" = 30'-0"

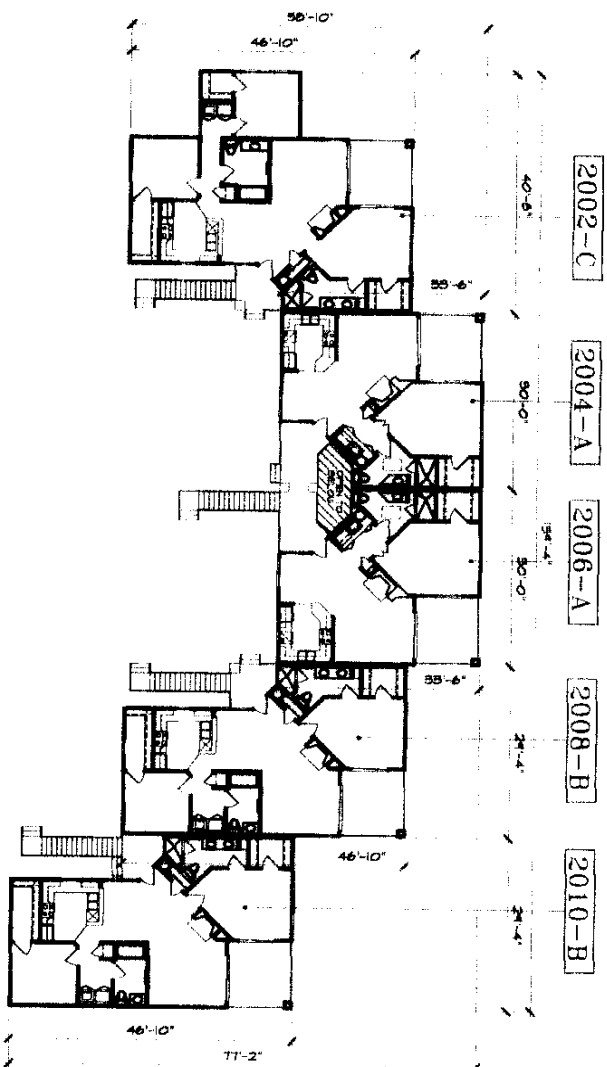
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Book 10531 Page 1572



1
41.35
SECOND LEVEL BUILDING PLAN
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL
NORTH

LEGEND	
#-TYPE	DENOTES UNIT NUMBER AND UNIT TYPE
NOTE:	ANY STEPS AND/ OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

BUILDING 2000 FLOOR PLAN
SCALE: 1" = 30'-0"

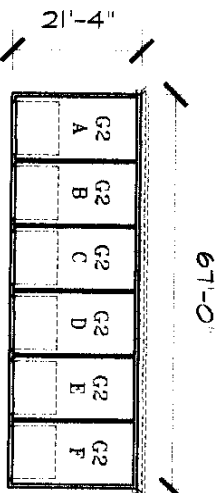
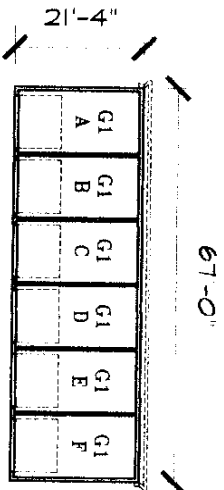
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EXHIBIT:

SHEET:

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LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

1
M1.33
1" = 30'-0"
6 BAY GARAGE PLAN



2
M1.33
1" = 30'-0"
6 BAY GARAGE PLAN



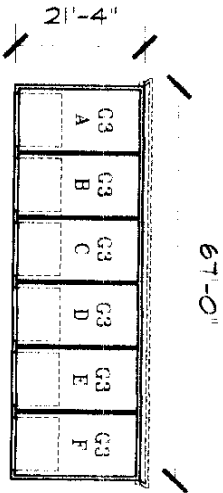
GARAGE 1 & 2 FLOOR PLAN
SCALE: 1" = 30'-0"


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EXHIBIT:

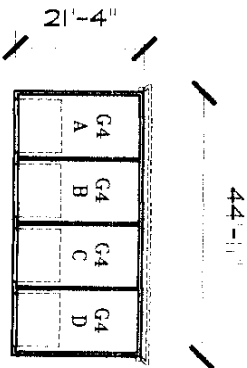
SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



REF.  ON SHEET 1/A01

 1
1" = 30'-0"
6 BAY GARAGE PLAN



REF.  ON SHEET 1/A01

 2
1" = 30'-0"
4 BAY GARAGE PLAN



LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

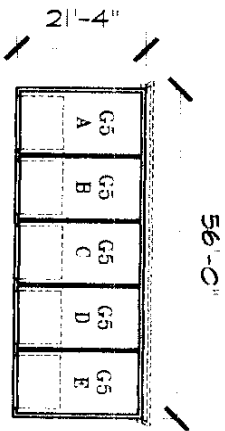
GARAGE 3 & 4 FLOOR PLAN
SCALE: 1" = 30'-0"

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EXHIBIT:

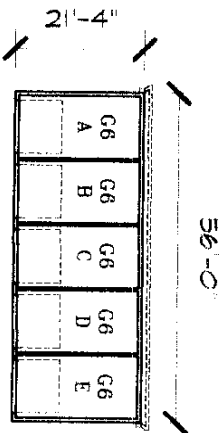
SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



REF.  ON SHEET 1/A0

1
A1.35
5 BAY GARAGE PLAN
1" = 30'-0"



REF.  ON SHEET 1/A0

2
A1.35
5 BAY GARAGE PLAN
1" = 30'-0"



LEGEND

G-#
DENOTES GARAGE UNIT
(LIMITED COMMON ELEMENT)

GARAGE 5 & 6 FLOOR PLANS

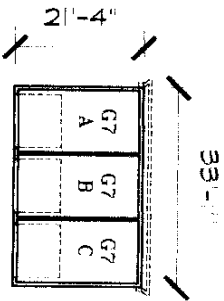
SCALE: 1" = 30'-0"

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EXHIBIT:

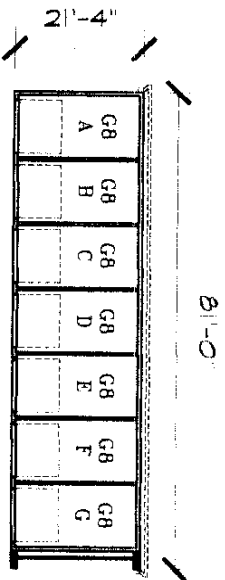
SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



REF. ON SHEET 1/A0

1
3 BAY GARAGE PLAN
1" = 30'-0"



REF. ON SHEET 1/A0

2
7 BAY GARAGE PLAN
1" = 30'-0"



LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

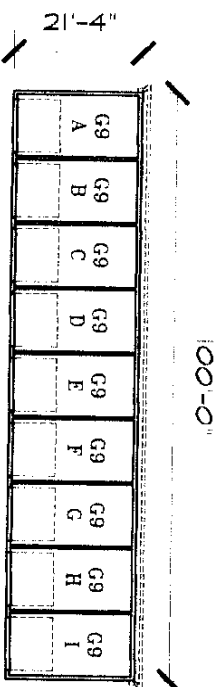
GARAGE 7 & 8 FLOOR PLAN
SCALE: 1" = 30'-0"

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EXHIBIT:

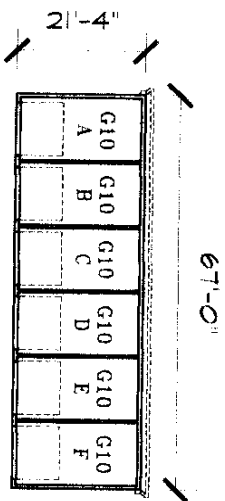
SHEET:


Villas at Marsh Landing Condominium Jacksonville Beach, Florida



REF.  ON SHEET 1/A01

1
A1.37
9 BAY GARAGE PLAN
1" = 30'-0"



REF.  ON SHEET 1/A01

2
A1.37
6 BAY GARAGE PLAN
1" = 30'-0"

LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

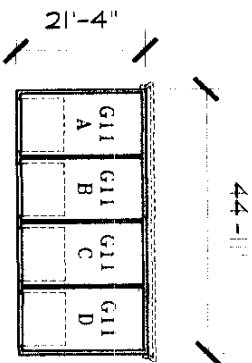
GARAGE 9 & 10 FLOOR PLAN
SCALE: 1" = 30'-0"

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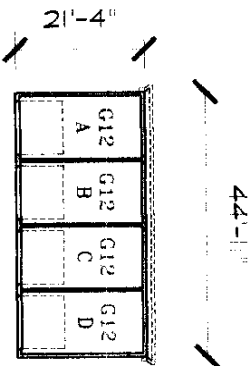
EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



REF. G11 ON SHEET 1/A01



REF. G12 ON SHEET 1/A01

LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

1
A1.38
4 BAY GARAGE PLAN
1" = 30'-0"

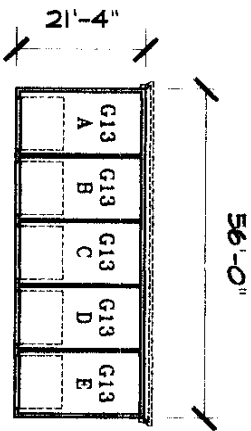


2
A1.38
4 BAY GARAGE PLAN
1" = 30'-0"



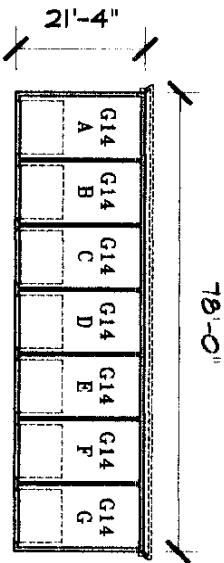
GARAGE 11 & 12 FLOOR PLAN
SCALE: 1" = 30'-0"

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REF. (G13) ON SHEET 1/A0.

1
A1.39
5 BAY GARAGE PLAN
1" = 30'-0"



REF. (G14) ON SHEET 1/A0.

2
A1.39
6 BAY GARAGE PLAN
1" = 30'-0"



LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

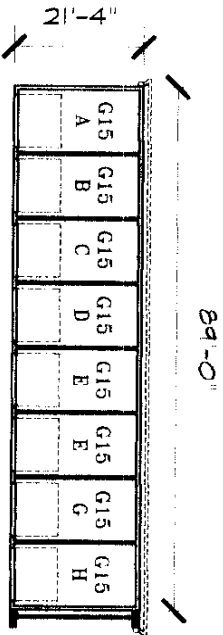
GARAGE 13 & 14 FLOOR PLANS
SCALE: 1" = 30'-0"

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EXHIBIT:

SHEET:

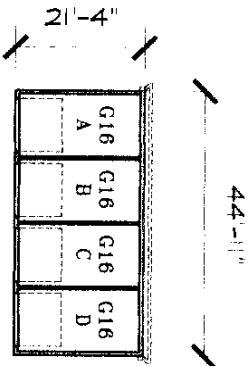
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REF. ON SHEET 1/A01

1
A1.40
1" = 30'-0"
8 BAY GARAGE PLAN

NORTH



REF. ON SHEET 1/A01

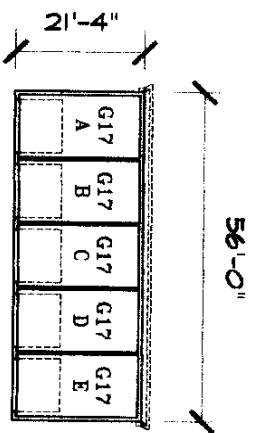
2
A1.40
1" = 30'-0"
4 BAY GARAGE PLAN

NORTH

LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

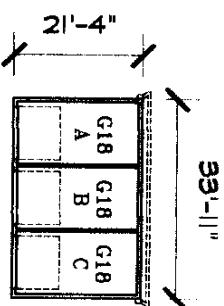
GARAGE 15 & 16 FLOOR PLAN
SCALE: 1" = 30'-0"

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REF. (G17) ON SHEET 1/A201

1
A1.41
5 BAY GARAGE PLAN
1" = 30'-0"



REF. (G18) ON SHEET 1/A201

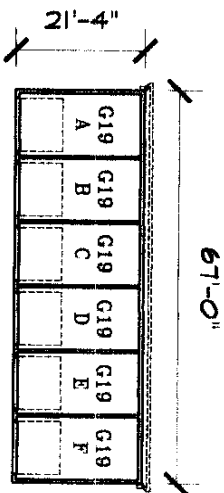
2
A1.41
3 BAY GARAGE PLAN
1" = 30'-0"



LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

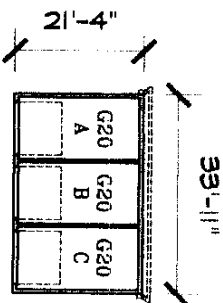
GARAGE 17 & 18 FLOOR PLAN
SCALE: 1" = 30'-0"

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REF. ~~G19~~ ON SHEET 1/A01

1
A1.42
6 BAY GARAGE PLAN
1" = 30'-0"



REF. ~~G20~~ ON SHEET 1/A01

2
A1.42
3 BAY GARAGE PLAN
1" = 30'-0"



LEGEND
G-# DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

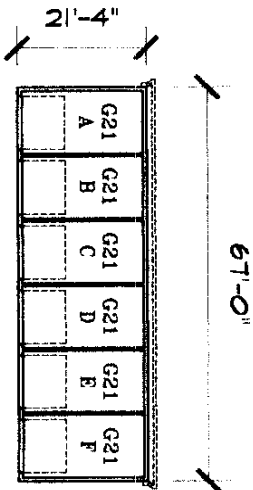
GARAGE 19 & 20 FLOOR PLAN
SCALE: 1" = 30'-0"

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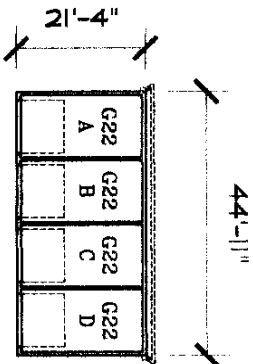
SHEET:

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REF. (G21) ON SHEET 1/A01

1
A1.43
6 BAY GARAGE PLAN
1" = 30'-0"



REF. (G22) ON SHEET 1/A01

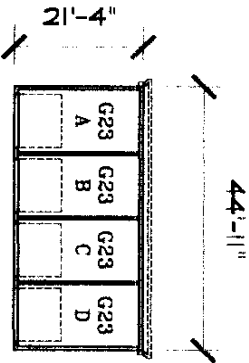
2
A1.43
4 BAY GARAGE PLAN
1" = 30'-0"



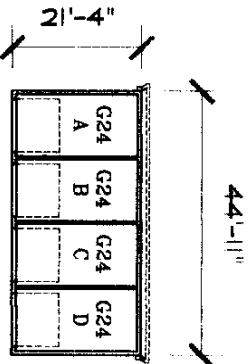
LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

GARAGE 21 & 22 FLOOR PLANS
SCALE: 1" = 30'-0"

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REF. ~~G23~~ ON SHEET 1/A/D.1



REF. ~~G24~~ ON SHEET 1/A/D.1

LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

1
4 BAY GARAGE PLAN
1" = 30'-0"

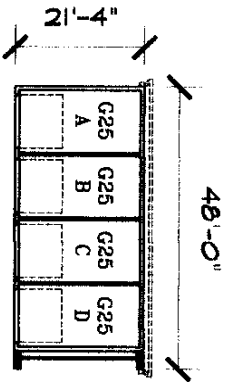


2
4 BAY GARAGE PLAN
1" = 30'-0"

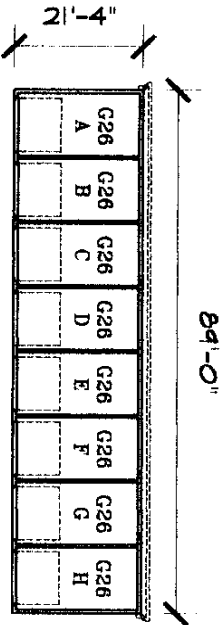


GARAGE 23 & 24 FLOOR PLAN
SCALE: 1" = 30'-0"

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REF. ~~G25~~ ON SHEET 1/A01



REF. ~~G26~~ ON SHEET 1/A01

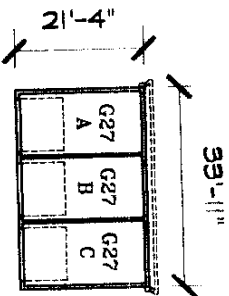
LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

1
A1.45
4 BAY GARAGE PLAN
1" = 30'-0"
NORTH

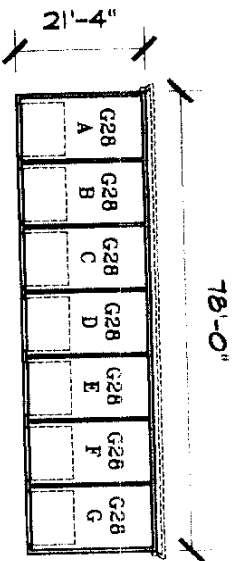
2
A1.45
8 BAY GARAGE PLAN
1" = 30'-0"
NORTH

GARAGE 25 & 26 FLOOR PLAN
SCALE: 1" = 30'-0"

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REF. **G27** ON SHEET 1/A0.1



REF. **G28** ON SHEET 1/A0.1

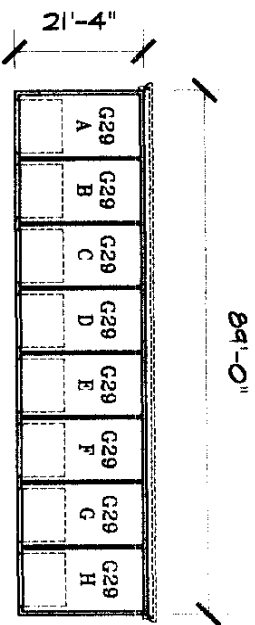
LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)



GARAGE 27 & 28 FLOOR PLAN
SCALE: 1" = 30'-0"

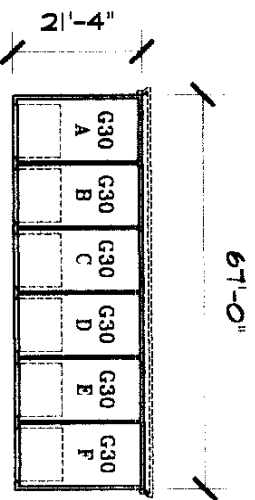
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BOOK NUMBER 10531 PAGE 1587



REF. ~~G29~~ ON SHEET 1/A01

1
A1.47
8 BAY GARAGE PLAN
1" = 30'-0"



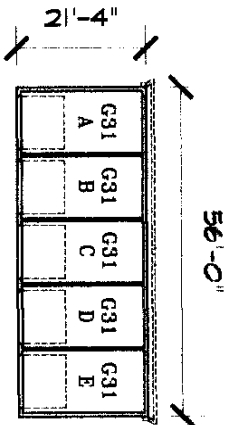
REF. ~~G30~~ ON SHEET 1/A01

2
A1.47
6 BAY GARAGE PLAN
1" = 30'-0"

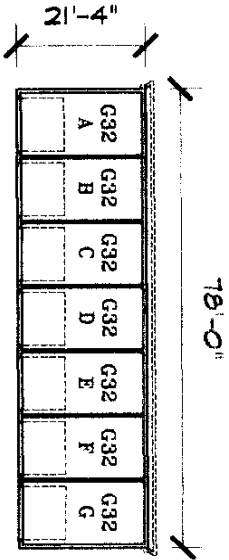
LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

GARAGE 29 & 30 FLOOR PLANS
SCALE: 1" = 30'-0"

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



REF. ~~G31~~ ON SHEET 1/A0.1



REF. ~~G32~~ ON SHEET 1/A0.1

LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

1
A1.48
5 BAY GARAGE PLAN
1" = 30'-0"

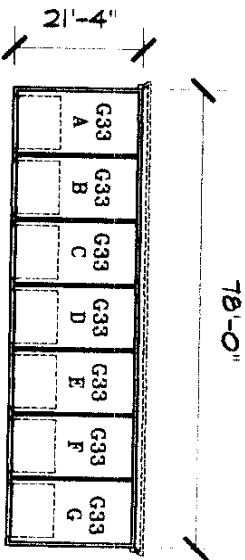


2
A1.48
7 BAY GARAGE PLAN
1" = 30'-0"



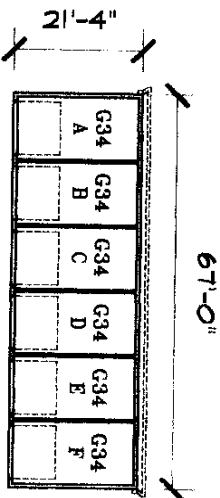
GARAGE 31 & 32 FLOOR PLAN
SCALE: 1" = 30'-0"

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



REF. ~~G33~~ ON SHEET 1/A01

1
A1.4g 1" = 30'-0" 1 BAY GARAGE PLAN NORTH



REF. ~~G34~~ ON SHEET 1/A01

2
A1.4g 1" = 30'-0" 6 BAY GARAGE PLAN NORTH

LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

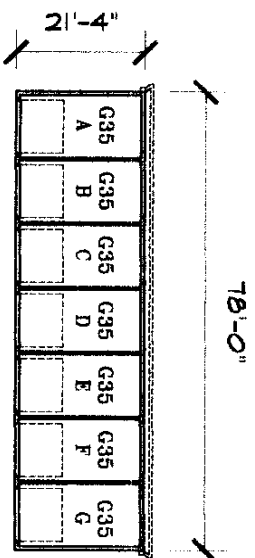
GARAGE 33 & 34 FLOOR PLAN
SCALE: 1" = 30'-0"

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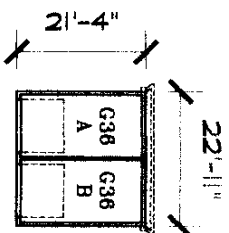
SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



REF. ~~G35~~ ON SHEET 1/A01

1
A1.50
7 BAY GARAGE PLAN
1" = 30'-0"



REF. ~~G36~~ ON SHEET 1/A01

1
A1.50
2 BAY GARAGE PLAN
1" = 30'-0"

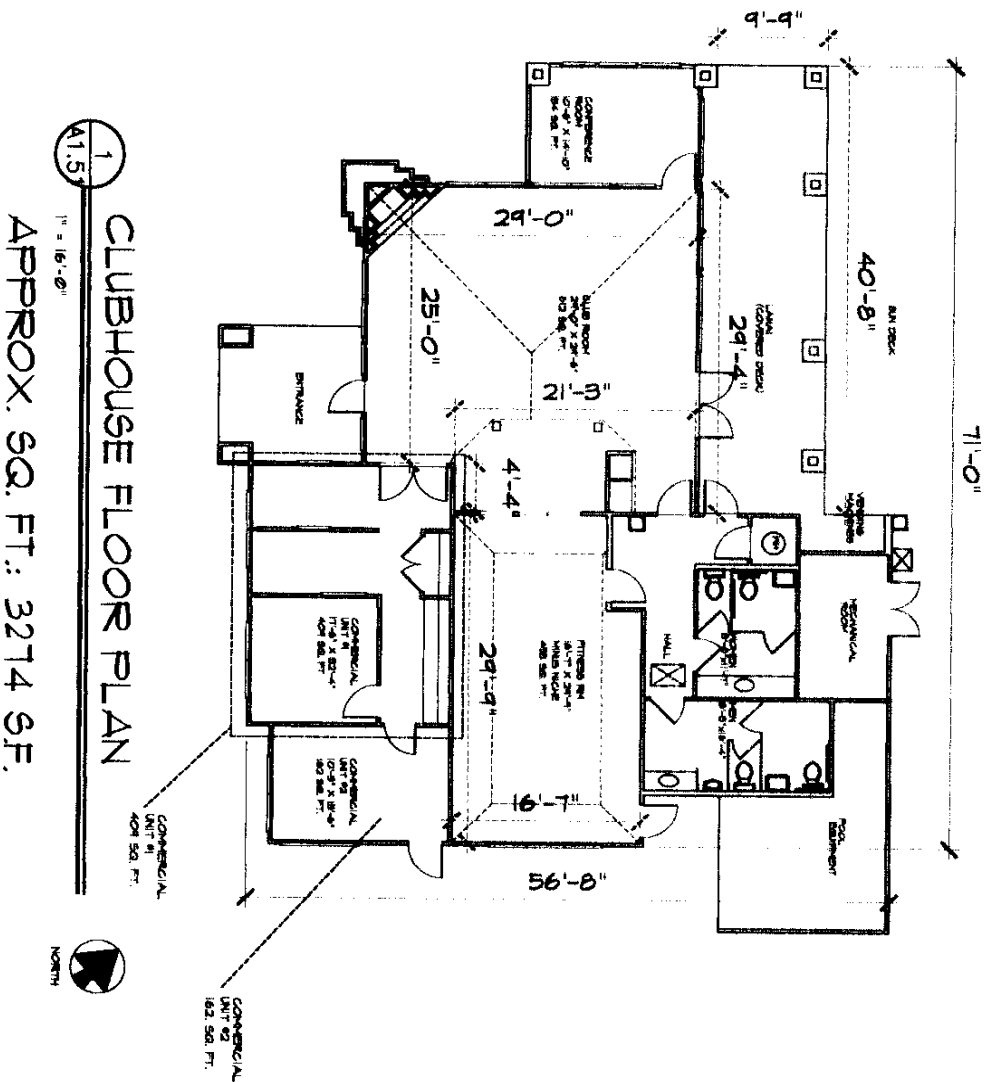


LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

GARAGE 35 FLOOR PLAN
SCALE: 1" = 30'-0"

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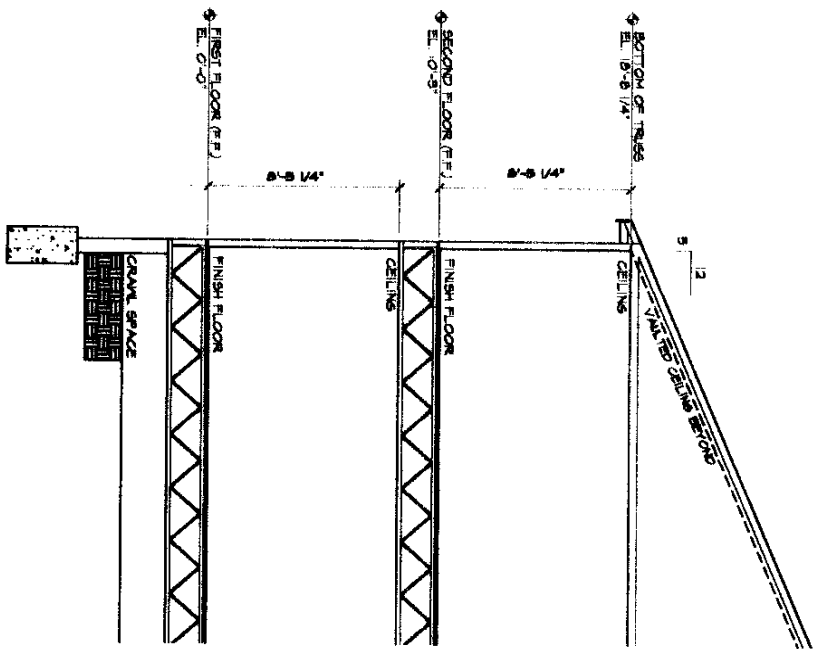
1 CLUBHOUSE FLOOR PLAN
APPROX. SQ. FT.: 3214 S.F.

CLUBHOUSE PLAN
SCALE: 1" = 16'-0"

EXHIBIT:

SHEET:

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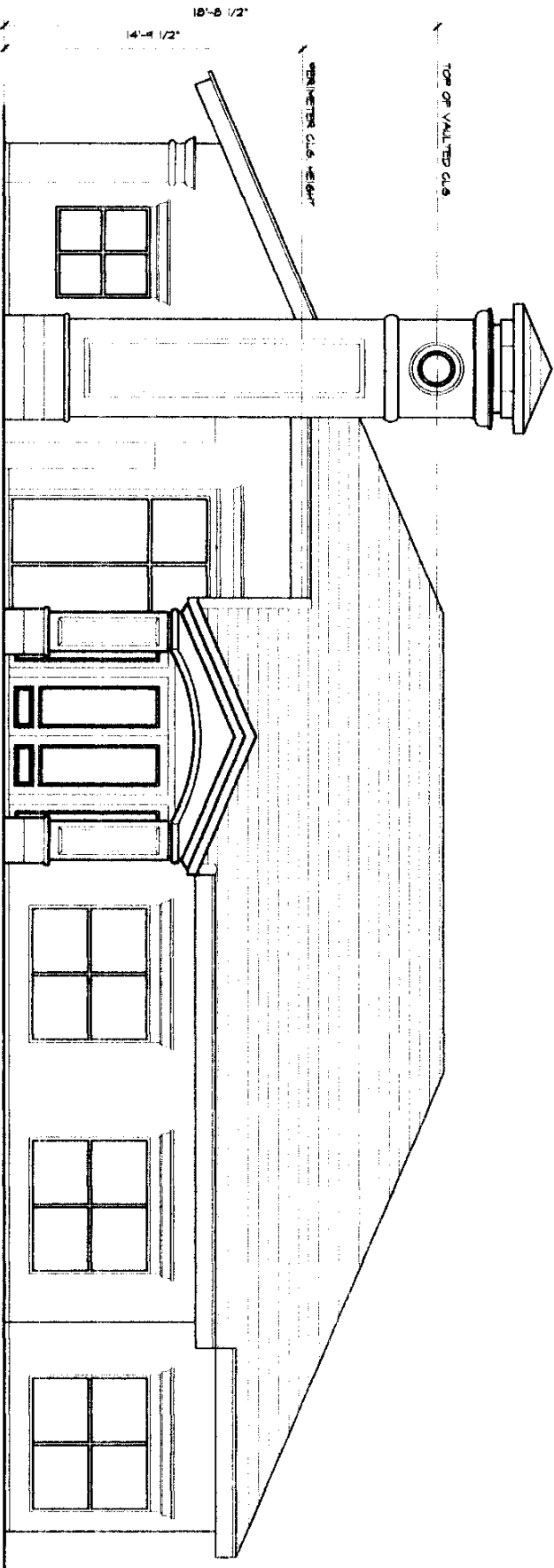
1
A2.1
TYPICAL BUILDING SECTION

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Atlanta, Georgia 30309
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SECTIONAL TABULATION									
UNIT NUMBER	BUILDING	UNIT TYPE	FINISH FLOOR	CEILING	UNIT NUMBER	BUILDING	UNIT TYPE	FINISH FLOOR	CEILING
101	5000	B	0'-0"	8'-5 1/4"	501	5000	B	0'-0"	8'-5 1/4"
102	5000	B	0'-0"	8'-5 1/4"	502	5000	B	0'-0"	8'-5 1/4"
103	5000	B	0'-0"	8'-5 1/4"	503	5000	B	0'-0"	8'-5 1/4"
104	5000	B	0'-0"	8'-5 1/4"	504	5000	B	0'-0"	8'-5 1/4"
105	5000	B	0'-0"	8'-5 1/4"	505	5000	B	0'-0"	8'-5 1/4"
106	5000	B	0'-0"	8'-5 1/4"	506	5000	B	0'-0"	8'-5 1/4"
107	5000	B	0'-0"	8'-5 1/4"	507	5000	B	0'-0"	8'-5 1/4"
108	5000	B	0'-0"	8'-5 1/4"	508	5000	B	0'-0"	8'-5 1/4"
109	5000	B	0'-0"	8'-5 1/4"	509	5000	B	0'-0"	8'-5 1/4"
110	5000	B	0'-0"	8'-5 1/4"	510	5000	B	0'-0"	8'-5 1/4"
111	5000	B	0'-0"	8'-5 1/4"	511	5000	B	0'-0"	8'-5 1/4"
112	5000	B	0'-0"	8'-5 1/4"	512	5000	B	0'-0"	8'-5 1/4"
113	5000	B	0'-0"	8'-5 1/4"	513	5000	B	0'-0"	8'-5 1/4"
114	5000	B	0'-0"	8'-5 1/4"	514	5000	B	0'-0"	8'-5 1/4"
115	5000	B	0'-0"	8'-5 1/4"	515	5000	B	0'-0"	8'-5 1/4"
116	5000	B	0'-0"	8'-5 1/4"	516	5000	B	0'-0"	8'-5 1/4"
117	5000	B	0'-0"	8'-5 1/4"	517	5000	B	0'-0"	8'-5 1/4"
118	5000	B	0'-0"	8'-5 1/4"	518	5000	B	0'-0"	8'-5 1/4"
119	5000	B	0'-0"	8'-5 1/4"	519	5000	B	0'-0"	8'-5 1/4"
120	5000	B	0'-0"	8'-5 1/4"	520	5000	B	0'-0"	8'-5 1/4"
121	5000	B	0'-0"	8'-5 1/4"	521	5000	B	0'-0"	8'-5 1/4"
122	5000	B	0'-0"	8'-5 1/4"	522	5000	B	0'-0"	8'-5 1/4"
123	5000	B	0'-0"	8'-5 1/4"	523	5000	B	0'-0"	8'-5 1/4"
124	5000	B	0'-0"	8'-5 1/4"	524	5000	B	0'-0"	8'-5 1/4"
125	5000	B	0'-0"	8'-5 1/4"	525	5000	B	0'-0"	8'-5 1/4"
126	5000	B	0'-0"	8'-5 1/4"	526	5000	B	0'-0"	8'-5 1/4"
127	5000	B	0'-0"	8'-5 1/4"	527	5000	B	0'-0"	8'-5 1/4"
128	5000	B	0'-0"	8'-5 1/4"	528	5000	B	0'-0"	8'-5 1/4"
129	5000	B	0'-0"	8'-5 1/4"	529	5000	B	0'-0"	8'-5 1/4"
130	5000	B	0'-0"	8'-5 1/4"	530	5000	B	0'-0"	8'-5 1/4"
131	5000	B	0'-0"	8'-5 1/4"	531	5000	B	0'-0"	8'-5 1/4"
132	5000	B	0'-0"	8'-5 1/4"	532	5000	B	0'-0"	8'-5 1/4"
133	5000	B	0'-0"	8'-5 1/4"	533	5000	B	0'-0"	8'-5 1/4"
134	5000	B	0'-0"	8'-5 1/4"	534	5000	B	0'-0"	8'-5 1/4"
135	5000	B	0'-0"	8'-5 1/4"	535	5000	B	0'-0"	8'-5 1/4"
136	5000	B	0'-0"	8'-5 1/4"	536	5000	B	0'-0"	8'-5 1/4"
137	5000	B	0'-0"	8'-5 1/4"	537	5000	B	0'-0"	8'-5 1/4"
138	5000	B	0'-0"	8'-5 1/4"	538	5000	B	0'-0"	8'-5 1/4"
139	5000	B	0'-0"	8'-5 1/4"	539	5000	B	0'-0"	8'-5 1/4"
140	5000	B	0'-0"	8'-5 1/4"	540	5000	B	0'-0"	8'-5 1/4"
141	5000	B	0'-0"	8'-5 1/4"	541	5000	B	0'-0"	8'-5 1/4"
142	5000	B	0'-0"	8'-5 1/4"	542	5000	B	0'-0"	8'-5 1/4"
143	5000	B	0'-0"	8'-5 1/4"	543	5000	B	0'-0"	8'-5 1/4"
144	5000	B	0'-0"	8'-5 1/4"	544	5000	B	0'-0"	8'-5 1/4"
145	5000	B	0'-0"	8'-5 1/4"	545	5000	B	0'-0"	8'-5 1/4"
146	5000	B	0'-0"	8'-5 1/4"	546	5000	B	0'-0"	8'-5 1/4"
147	5000	B	0'-0"	8'-5 1/4"	547	5000	B	0'-0"	8'-5 1/4"
148	5000	B	0'-0"	8'-5 1/4"	548	5000	B	0'-0"	8'-5 1/4"
149	5000	B	0'-0"	8'-5 1/4"	549	5000	B	0'-0"	8'-5 1/4"
150	5000	B	0'-0"	8'-5 1/4"	550	5000	B	0'-0"	8'-5 1/4"
151	5000	B	0'-0"	8'-5 1/4"	551	5000	B	0'-0"	8'-5 1/4"
152	5000	B	0'-0"	8'-5 1/4"	552	5000	B	0'-0"	8'-5 1/4"
153	5000	B	0'-0"	8'-5 1/4"	553	5000	B	0'-0"	8'-5 1/4"
154	5000	B	0'-0"	8'-5 1/4"	554	5000	B	0'-0"	8'-5 1/4"
155	5000	B	0'-0"	8'-5 1/4"	555	5000	B	0'-0"	8'-5 1/4"
156	5000	B	0'-0"	8'-5 1/4"	556	5000	B	0'-0"	8'-5 1/4"
157	5000	B	0'-0"	8'-5 1/4"	557	5000	B	0'-0"	8'-5 1/4"
158	5000	B	0'-0"	8'-5 1/4"	558	5000	B	0'-0"	8'-5 1/4"
159	5000	B	0'-0"	8'-5 1/4"	559	5000	B	0'-0"	8'-5 1/4"
160	5000	B	0'-0"	8'-5 1/4"	560	5000	B	0'-0"	8'-5 1/4"
161	5000	B	0'-0"	8'-5 1/4"	561	5000	B	0'-0"	8'-5 1/4"
162	5000	B	0'-0"	8'-5 1/4"	562	5000	B	0'-0"	8'-5 1/4"
163	5000	B	0'-0"	8'-5 1/4"	563	5000	B	0'-0"	8'-5 1/4"
164	5000	B	0'-0"	8'-5 1/4"	564	5000	B	0'-0"	8'-5 1/4"
165	5000	B	0'-0"	8'-5 1/4"	565	5000	B	0'-0"	8'-5 1/4"
166	5000	B	0'-0"	8'-5 1/4"	566	5000	B	0'-0"	8'-5 1/4"
167	5000	B	0'-0"	8'-5 1/4"	567	5000	B	0'-0"	8'-5 1/4"
168	5000	B	0'-0"	8'-5 1/4"	568	5000	B	0'-0"	8'-5 1/4"
169	5000	B	0'-0"	8'-5 1/4"	569	5000	B	0'-0"	8'-5 1/4"
170	5000	B	0'-0"	8'-5 1/4"	570	5000	B	0'-0"	8'-5 1/4"
171	5000	B	0'-0"	8'-5 1/4"	571	5000	B	0'-0"	8'-5 1/4"
172	5000	B	0'-0"	8'-5 1/4"	572	5000	B	0'-0"	8'-5 1/4"
173	5000	B	0'-0"	8'-5 1/4"	573	5000	B	0'-0"	8'-5 1/4"
174	5000	B	0'-0"	8'-5 1/4"	574	5000	B	0'-0"	8'-5 1/4"
175	5000	B	0'-0"	8'-5 1/4"	575	5000	B	0'-0"	8'-5 1/4"
176	5000	B	0'-0"	8'-5 1/4"	576	5000	B	0'-0"	8'-5 1/4"
177	5000	B	0'-0"	8'-5 1/4"	577	5000	B	0'-0"	8'-5 1/4"
178	5000	B	0'-0"	8'-5 1/4"	578	5000	B	0'-0"	8'-5 1/4"
179	5000	B	0'-0"	8'-5 1/4"	579	5000	B	0'-0"	8'-5 1/4"
180	5000	B	0'-0"	8'-5 1/4"	580	5000	B	0'-0"	8'-5 1/4"
181	5000	B	0'-0"	8'-5 1/4"	581	5000	B	0'-0"	8'-5 1/4"
182	5000	B	0'-0"	8'-5 1/4"	582	5000	B	0'-0"	8'-5 1/4"
183	5000	B	0'-0"	8'-5 1/4"	583	5000	B	0'-0"	8'-5 1/4"
184	5000	B	0'-0"	8'-5 1/4"	584	5000	B	0'-0"	8'-5 1/4"
185	5000	B	0'-0"	8'-5 1/4"	585	5000	B	0'-0"	8'-5 1/4"
186	5000	B	0'-0"	8'-5 1/4"	586	5000	B	0'-0"	8'-5 1/4"
187	5000	B	0'-0"	8'-5 1/4"	587	5000	B	0'-0"	8'-5 1/4"
188	5000	B	0'-0"	8'-5 1/4"	588	5000	B	0'-0"	8'-5 1/4"
189	5000	B	0'-0"	8'-5 1/4"	589	5000	B	0'-0"	8'-5 1/4"
190	5000	B	0'-0"	8'-5 1/4"	590	5000	B	0'-0"	8'-5 1/4"
191	5000	B	0'-0"	8'-5 1/4"	591	5000	B	0'-0"	8'-5 1/4"
192	5000	B	0'-0"	8'-5 1/4"	592	5000	B	0'-0"	8'-5 1/4"
193	5000	B	0'-0"	8'-5 1/4"	593	5000	B	0'-0"	8'-5 1/4"
194	5000	B	0'-0"	8'-5 1/4"	594	5000	B	0'-0"	8'-5 1/4"
195	5000	B	0'-0"	8'-5 1/4"	595	5000	B	0'-0"	8'-5 1/4"
196	5000	B	0'-0"	8'-5 1/4"	596	5000	B	0'-0"	8'-5 1/4"
197	5000	B	0'-0"	8'-5 1/4"	597	5000	B	0'-0"	8'-5 1/4"
198	5000	B	0'-0"	8'-5 1/4"	598	5000	B	0'-0"	8'-5 1/4"
199	5000	B	0'-0"	8'-5 1/4"	599	5000	B	0'-0"	8'-5 1/4"
200	5000	B	0'-0"	8'-5 1/4"	600	5000	B	0'-0"	8'-5 1/4"

THOSE CEILING ELEVATIONS REFERRED TO HEREON ARE THE ELEVATION OF A HORIZONTAL PLANE PROJECTED
ACROSS THE CONDOMINIUM UNIT, HOWEVER FOR THOSE CONDOMINIUMS HAVING CATHEDRAL TYPE CEILING,
THE VERTICAL CEILING IS A PART OF THE CONDOMINIUM UNIT.

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



1
A3.1
1" = 8'-0"

CLUBHOUSE ELEVATION

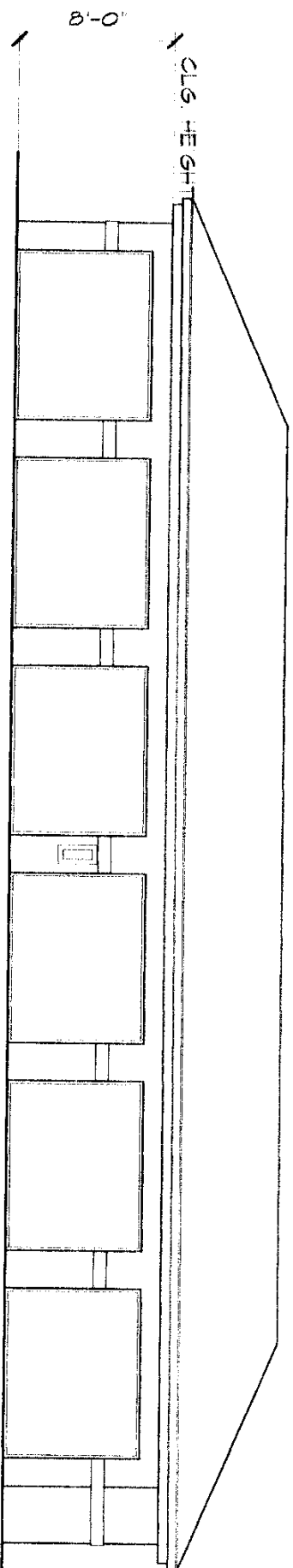


PREPARED BY:
The Brown Group Architects, Inc.
2299 Peachtree Road, NE
Atlanta, Georgia 30309
(404) 603-3500

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



1
A3.3
TYP. GARAGE ELEVATION
1" = 8'-0"
NORTH

PREPARED BY:
The Brown Group Architects, Inc.
2299 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3500

EXHIBIT:

SHEET:

EXHIBIT "D"

FLOOR PLANS

Villas at Marsh Landing Condominium Jacksonville Beach, Florida

Book 10531 Page 1596

CERTIFICATION

This is to certify that, in accordance with the provisions of Section 718.104 (4) (e), Florida Statutes, that the construction of the improvements described is substantially complete so that the material, together with the provisions of the Declaration of Condominium of Villas at Marsh Landing Condominiums, describing the condominium property is an accurate representation of the location and dimensions of the common elements and of each unit can be determined from these materials.

Signed this 12th day of February A.D., 2002


Paul B. Brown

The Brown Group Architects, Inc.
Paul B. Brown
Registered Architect Certificate No. 17341
State of Florida

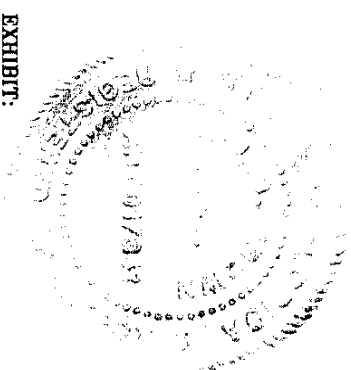
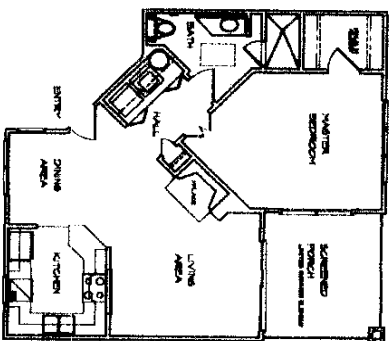


EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



This floor plan and the dimensions and square footage calculations shown hereon are only approximations. Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

UNITS: 107, 108, 205, 206, 404, 410, 604, 610, 704, 710, 807, 808, 905, 906, 1305, 1306, 1504, 1510, 1705, 1706, 1804, 1810, 2005, 2006
APPROX. SQ. FT. : 771 SF

FLOOR PLAN UNIT TYPE "A"

SCALE: 1/8" = 1'-0"

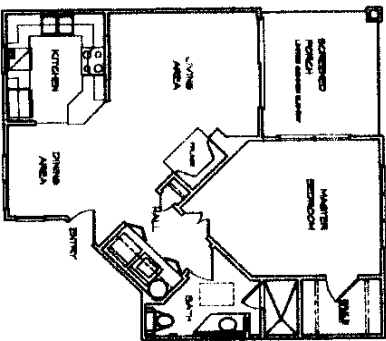
ONE BEDROOM, ONE BATH

PREPARED BY:
The Brown Group Architects, Inc.
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Atlanta, Georgia 30309
(404) 803-3500

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



FLOOR PLAN UNIT TYPE "A" REVERSE

SCALE: 1/8" = 1'-0"

ONE BEDROOM, ONE BATH

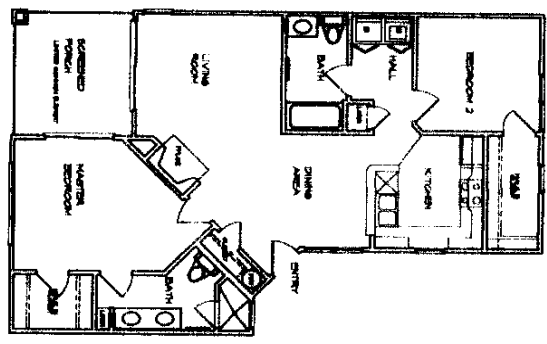
This floor plan and the dimensions and square footage calculations shown hereon are only approximations. Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

UNITS: 203, 204, 303, 304, 503, 504, 707, 708, 805, 806, 1201, 1202, 1403, 1404, 2003, 2004

APPROX. SQ. FT. : 771 SF

Villas at Marsh Landing Condominium Jacksonville Beach, Florida

PREPARED BY:
The Brown Group Architects, Inc.
2289 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3500



FLOOR PLAN UNIT TYPE "B"

SCALE: 1/8" = 1'-0"

TWO BEDROOM, TWO BATH

This floor plan and the dimensions and square footage calculations shown hereon are only approximations. Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

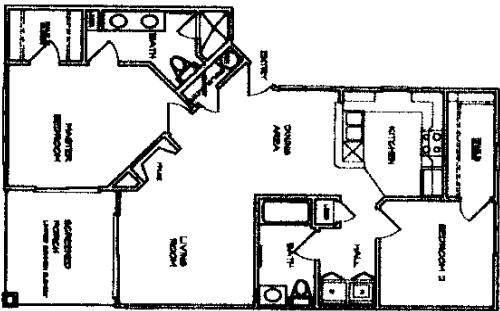
UNITS: 207, 208, 209, 210, 305, 306, 307, 308, 309, 310, 505, 506, 507, 508, 509, 510, 801, 802, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1203, 1204, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1905, 1906, 1907, 1908, 1909, 1910, 2007, 2008, 2009, 2010

APPROX. SQ. FT. : 1066 SF

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



FLOOR PLAN UNIT TYPE "B" REVERSE

SCALE: 1/8" = 1'-0"

TWO BEDROOM, TWO BATH

This floor plan and the dimensions and square footage calculations shown herein are only approximations. Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

UNITS: 101, 102, 103, 104, 105, 106, 403, 404, 405, 406, 407, 408, 603, 604, 605, 606, 607, 608, 703, 704, 705, 706, 803, 804, 903, 904, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1303, 1304, 1503, 1504, 1505, 1506, 1507, 1508, 1703, 1704, 1803, 1804, 1805, 1806, 1807, 1808
APPROX. SQ. FT.: 1066 SF

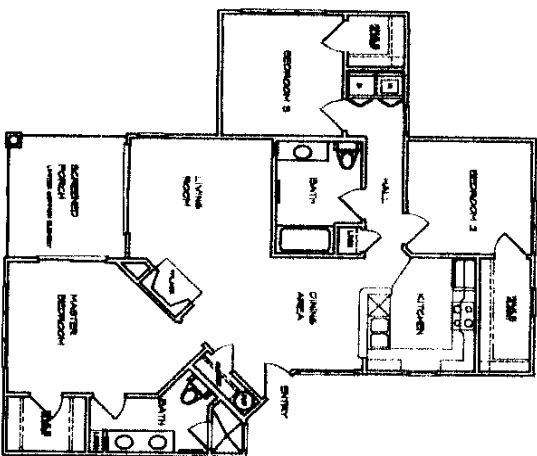
PREPARED BY:
The Brown Group Architects, Inc.
2299 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3500

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida

PREPARED BY:
The Brown Group Architects, Inc.
2899 Peachtree Road NE
Atlanta, Georgia 30309
(404) 803-5600



FLOOR PLAN UNIT TYPE "C"

SCALE: 1/8" = 1'-0"

THREE BEDROOM, TWO BATH

This floor plan and the dimensions and square footage calculations shown hereon are only approximations. Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the unit.

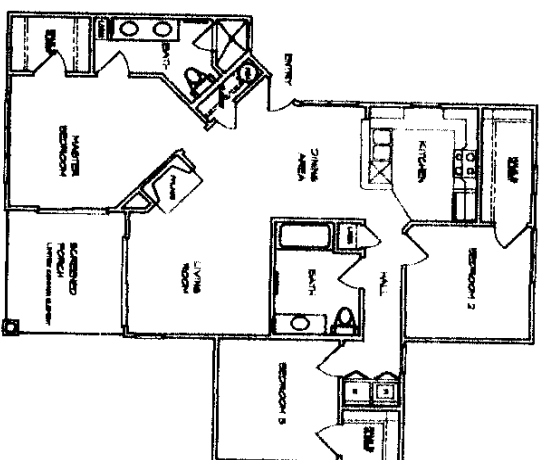
UNITS: 104, 110, 311, 312, 411, 412, 511, 512, 611, 612, 711, 712, 804, 810, 1205, 1206, 1511, 1512, 1811, 1812, 1911, 1912

APPROX. SQ. FT. : 1250 SF

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



FLOOR PLAN UNIT TYPE "C" REVERSE

SCALE: 1/8" = 1'-0"

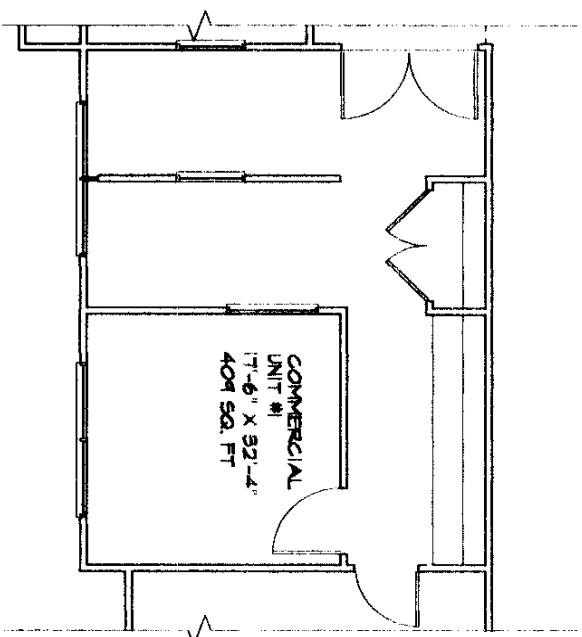
THREE BEDROOM, TWO BATH

This floor plan and the dimensions and square footage calculations shown hereon are only approximations. Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

UNITS: 201, 202, 301, 302, 401, 402, 501, 502, 601, 602, 701, 702, 901, 902, 1301, 1302, 1501, 1502, 1701, 1702, 1801, 1802, 1901, 1902, 2001, 2002
APPROX. SQ. FT. : 1258 SF

Villas at Marsh Landing Condominium Jacksonville Beach, Florida

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COMMERCIAL UNIT 1

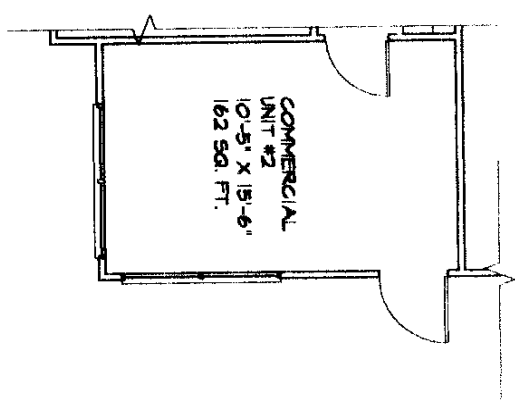
SCALE: 1/8" = 1'-0"

PREPARED BY:
The Brown Group Architects, Inc.
2298 Peachtree Road, NE
Atlanta, Georgia 30309
(404) 603-3600

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



COMMERCIAL UNIT 2

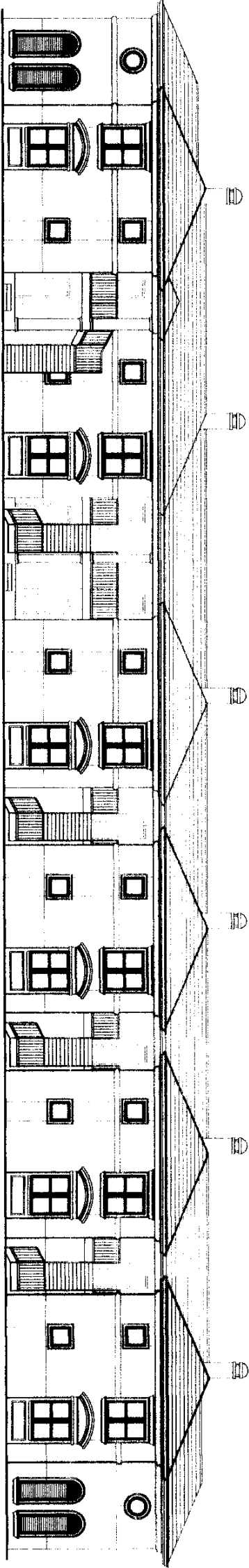
SCALE: 1/8" = 1'-0"

PREPARED BY:
The Brown Group Architects, Inc.
2286 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3600

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



1
A3.2 TYP. BUILDING ELEVATION



PREPARED BY:
The Brown Group Architects, Inc.
2288 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3500

EXHIBIT:

SHEET:

EXHIBIT "E"

**ARTICLES OF INCORPORATION
OF
VILLAS AT MARSH LANDING CONDOMINIUM ASSOCIATION, INC.**

((H02000146717 2))

ARTICLES OF INCORPORATION
OF
VILLAS AT MARSH LANDING CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED INCORPORATOR, being a natural person competent to contract, for the purpose of forming a corporation not-for-profit under the laws of the State of Florida, does hereby adopt, subscribe and acknowledge the following Articles of Incorporation.

ARTICLE I. NAME

The name of the corporation shall be VILLAS AT MARSH LANDING CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Corporation".

ARTICLE II. PURPOSE AND POWERS

Section 1. Purpose. The purpose for which the Corporation is organized is to provide an entity for the operation and governance of Villas at Marsh Landing Condominium (the "Condominium"), located upon lands in Duval County, Florida, said property being described in the duly recorded Declaration of Condominium applicable thereto in accordance with the Florida Condominium Act, Chapter 718, Florida Statute (the "Act").

The Corporation shall not be operated for profit and shall make no distribution of income to its members, directors or officers.

Section 2. Powers. The Corporation shall have all of the common-law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles.

The Corporation shall have all of the powers and duties contemplated in the Declaration of Condominium and the Act together with all of the powers and the duties reasonably necessary to operate the Condominium pursuant to the Declaration as it may be amended from time to time, and such other documents or agreements that may exist from time to time pertaining to the Condominium. The powers and duties, which the By-Laws may set forth in more detail, shall include, but shall not be limited to, the following specific powers and duties:

(a) To make and collect Assessments against members as Unit Owners to defray the costs, expenses and losses of the Condominium, and to make such other Special Assessments against Unit Owners as the Declaration of Condominium shall provide, and to enforce such levy of Assessments through a lien and the foreclosure thereof or by other action pursuant to the Declaration of Condominium.

(b) To use the proceeds of the Assessments in the exercise of its powers and duties, and as provided in the Declaration of Condominium.

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

(d) To purchase insurance and enter into contracts for services, utilities and other purposes as may be deemed appropriate.

((H02000146717 2))

((H02000146717 2)))

(e) To reconstruct improvements after casualty and further improve the Condominium Property.

(f) To make and amend reasonable rules and regulations governing the use of the Units, Common Elements and Limited Common Elements as those terms are defined in the Declaration.

(g) To perform such functions as may be specified in the Declaration of Condominium and the By-Laws.

(h) To enforce by legal means the provisions of the Act, the Declaration of Condominium, these Articles, the By-Laws of the Corporation and such rules and regulations as may be promulgated.

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

(j) To lease, maintain, repair and replace the Common Elements as same are defined in the Declaration of Condominium.

(k) To acquire or enter into agreements acquiring leaseholds, memberships or other possessory or use interests in lands or facilities and to pay the rental, membership fees, operational, replacement and other expenses as Common Expenses.

(l) To purchase a Unit or Units of the Condominium for any purpose and to hold, lease, mortgage or convey such Units on terms and conditions approved by the Board of Directors.

(m) To exercise such other power and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein and as permitted by the applicable laws of the State of Florida.

(n) To contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Corporation in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, and other sums due from Unit Owners, preparation of records, enforcement of rules and maintenance, repair and the replacement of the Common Elements with funds as shall be made available by the Corporation for such purposes. The Corporation and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Florida Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Corporation.

(o) To bring suit as may be necessary to protect the Corporation's interests, the interests of the Corporation's Members, or the Condominium Property.

ARTICLE III. DEVELOPER

VILLAS AT MARSH LANDING, LLC, a Florida limited liability company ("Developer"), shall make and declare or has made and declared a certain Declaration of Condominium submitting to condominium ownership certain property described therein under the terms, covenants, and conditions expressed more fully therein; the Condominium is to be known as VILLAS AT MARSH LANDING CONDOMINIUM.

ARTICLE IV. TERM

((H02000146717 2))

The term for which this Corporation shall exist shall be perpetual.

ARTICLE V. INCORPORATOR

The name and address of the incorporator of this Corporation is as follows:

Fred L. Ahern, Jr., Esq.
Buschman, Ahern, Persons and Bankston, P.A.
2215 South Third Street
Suite 101
Post Office Box 50006
Jacksonville Beach, Florida 32240-0006

ARTICLE VI. OFFICERS

The officers of the Corporation shall be a President, Vice President, Secretary and Treasurer and such other officers as the Board of Directors may from time to time determine. The officers of this Corporation shall be elected for a term of one year, and until a successor shall be elected and qualified, by the Board of Directors at their annual meeting and in accordance with the provisions provided therefor in the By-Laws of the Corporation. Until transfer of the control of the Corporation to the Unit Owners other than the Developer has been accomplished, the officers need not be directors or members.

The names of the persons who shall serve as the first officers are:

Robert G. Meyer	President
Stephen D. Broome	Vice President
Kristi Torgler	Secretary-Treasurer

ARTICLE VII. DIRECTORS

The affairs of the Corporation shall be managed by a Board of Directors composed of not less than 3 directors. Until control of the Corporation is transferred to Unit Owners other than the Developer, the Developer shall be entitled to designate non-member directors to the extent permitted by the Florida Condominium Act. Except for non-member directors appointed by the Developer, all directors shall be elected at the annual membership meeting of the Corporation.

The first Board of Directors shall be comprised of 3 persons who shall serve until their respective successors are elected (or designated) and qualified. The names and addresses of the members of the Board of Directors who shall serve as the first directors are:

Robert G. Meyer	1575 Northside Drive 100 Technology Center, Suite 200 Atlanta, Georgia 30319
Stephen D. Broome	1575 Northside Drive 100 Technology Center, Suite 200 Atlanta, Georgia 30319

((H02000146717 2))

((H02000146717 2)))

Kristi Torgler

1575 Northside Drive
100 Technology Center, Suite 200
Atlanta, Georgia 30319

ARTICLE VIII. BY-LAWS

The initial By-Laws of the Corporation shall be attached as an exhibit to the Declaration of Condominium for the Condominium and shall be adopted by the first Board of Directors.

ARTICLE IX. MEMBERS

Membership in the Corporation shall automatically consist of and be limited to all of the record owners of Units in the Condominium. Transfer of Unit ownership, either voluntary or by operation of law, shall terminate membership in the Corporation and said membership is to become vested in the transferee. If Unit ownership is vested in more than one person then all of the persons so owning said Unit shall be members eligible to hold office, attend meetings, etc., but the Owner(s) of each Unit shall only be entitled to one vote as a member of the Corporation. The manner of designating voting members and exercising voting rights shall be determined by the By-Laws.

ARTICLE X. AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

(a) The Board of Directors shall adopt a resolution setting forth the proposed amendment and, if there are members of the Corporation, the Board shall direct that it be submitted to a vote at a meeting of the members, which may be either the annual or a special meeting. If there are no members of the Corporation, the amendment shall be adopted by a vote of the majority of directors and the provisions for adoption by members shall not apply.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member of record entitled to vote thereon within the time and in the manner provided herein for the giving of notice of meetings of members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all members of the Corporation entitled to vote thereon. Upon adoption, such amendment or amendments of these Articles shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of Florida. A certified copy of each such amendment of these Articles shall be recorded in the public records of Duval County, Florida, within thirty (30) days from the date on which such amendment is filed in the office of the Secretary of State.

No amendment to these Articles of Incorporation shall be made which affects any of the rights and privileges provided to the Developer in the Condominium documents without the written consent of the Developer.

ARTICLE XI. PRINCIPAL PLACE OF BUSINESS

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The principal place of business of the Corporation shall be 1800 The Greens Way, Jacksonville Beach, Florida 32250, or at such other place or places as may be designated from time to time.

ARTICLE XII. REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Corporation and the name of the initial registered agent at that address are:

Fred L. Ahern, Jr., Esq.
Buschman, Ahern, Persons and Bankston, P.A.
2215 South Third Street
Suite 101
Post Office Box 50006
Jacksonville Beach, Florida 32240-0006

ARTICLE XIII. INDEMNIFICATION

The Corporation shall indemnify every director and every officer, and every member of any Committee, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Corporation, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceedings to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XIV. DISSOLUTION OF THE ASSOCIATION

The Association may be dissolved in accordance with the provisions of the Declaration and in accordance with Florida law.

[SIGNATURE ON FOLLOWING PAGE]

((H02000146717 2)))

IN WITNESS WHEREOF, the subscribing Incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed this 3rd day of June, 2002.


Fred L. Ahern, Jr., Esq., Incorporator

STATE OF FLORIDA
COUNTY OF DUVAL

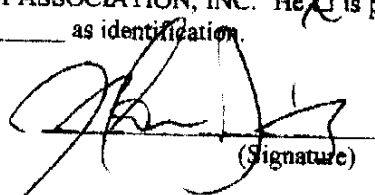
The foregoing instrument was acknowledged before me this 3rd day of June, 2002, by Fred L. Ahern, Jr., being known to me to be the person who executed the foregoing Articles of Incorporation of VILLAS AT MARSH LANDING CONDOMINIUM ASSOCIATION, INC. He ☒ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)



Mark C Dearing
My Commission DD001314
Expires February 11, 2008


(Signature)

Name: _____

(Legibly Printed)

Notary Public, State of Florida

(Commission Number, if any)

ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT

The undersigned, having been named as registered agent and to accept service of process for VILLAS AT MARSH LANDING CONDOMINIUM ASSOCIATION, INC., hereby accepts the appointment as registered agent and agrees to act in such capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of his duties and is familiar with and accepts the obligations of his position as registered agent.


Fred L. Ahern, Jr., Esq., Registered Agent

((H02000146717 2)))

**CERTIFICATE OF DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN
FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with Section 48.091, Florida Statutes, the following is submitted:

Villas at Marsh Landing Condominium Association, Inc., desiring to organize or qualify under the laws of the State of Florida with its principal place of business at 1800 The Greens Way, Jacksonville Beach, Florida 32250, State of Florida, has named Fred L. Ahern, Jr., as its agent to accept service of process within Florida.

VILLAS AT MARSH LANDING CONDOMINIUM
ASSOCIATION, INC., a Florida
corporation not-for-profit

By: 

~~Incorporated~~

Dated: 6/3/02

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.


~~Resident Agent~~

Dated: 6/3/02

EXHIBIT "F"

BYLAWS

OF

VILLAS AT MARSH LANDING CONDOMINIUM ASSOCIATION, INC.

WEISSMAN, NOWACK, CURRY, & WILCO, P.C.

Attorneys

Two Midtown Plaza, 15th Floor
1349 West Peachtree Street
Atlanta, Georgia 30309
(404) 885-9215

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BYLAWS

OF

VILLAS AT MARSH LANDING CONDOMINIUM ASSOCIATION, INC.

ARTICLE I: GENERAL

Section 1. Applicability. These Bylaws provide for the self government of VILLAS AT MARSH LANDING CONDOMINIUM ASSOCIATION, INC., a not-for-profit corporation, organized and existing pursuant to the laws of the State of Florida, in accordance with the Florida Condominium Act (Chapter 718, Florida Statutes) ("Act"), the Articles of Incorporation filed with the Secretary of State and the Declaration of Condominium for Villas at Marsh Landing Condominium, recorded in Duval County, Florida land records ("Declaration"). A copy of these Bylaws and the Articles of Incorporation for the Association, as hereinafter defined, shall be attached as exhibits to the Declaration in accordance with the Act and which will be recorded in the public records of Duval County, Florida.

Section 2. Name. The name of the corporation is Villas at Marsh Landing Condominium Association, Inc. ("Association").

Section 3. Definitions. The terms used herein shall have their generally accepted meanings or such meanings as are specified in Paragraph 5 of the Declaration.

ARTICLE II: MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership in the Association. An Owner of a Unit shall automatically become a member of the Association upon taking title to the Unit. Membership in the Association shall be limited to Owners of Units in the Condominium. Transfer of Unit ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership shall become vested in the transferee. If Unit ownership is vested in more than one person, then all of the persons so owning said Unit shall be members eligible to hold office, attend meetings, etc., provided that, the vote of such Unit shall be cast by the "voting member," to be designated in accordance with Section 5 of this Article. If Unit ownership is vested in a corporation, general partnership, limited partnership, limited liability company or other entity not being a natural person or persons (for purposes herein, the foregoing are collectively defined as an "Entity"), said Entity shall designate an individual as its "voting member" pursuant to Section 5 of this Article.

Any application for the transfer of membership, or for a conveyance of an interest in, or to encumber or lease a Condominium Parcel, where the approval of the Board of Directors is required by these Bylaws and the Declaration, shall be accompanied by application fee in an amount to be set by the Association to cover the cost of contacting the references given by the applicant and such other costs of investigation that may be incurred.

Section 2. Voting.

(a) The Owner(s) of each Unit shall be entitled to one vote for each Unit owned. If a Unit Owner owns more than one Unit, such individual shall be entitled to one vote for each Unit owned. Any two (2) Units which have been combined into one combined living area shall be deemed to be two (2) Units (as if they had not been so combined) and shall therefore be entitled to two (2) votes to be cast by its Owner. The vote of a Unit shall not be divisible.

(b) Except as otherwise required under the provisions of the Declaration, the Articles of Incorporation, these Bylaws, or as required by law, at any meeting of the general membership of the Association which is duly called and at which a quorum is present, the affirmative vote of a majority of the Voting Interests in the Condominium present shall be binding on the Members and Association.

Section 3. Quorum. A quorum at meetings of members shall consist of twenty-five percent (25%) of the Voting Interests represented at the meeting either in person or by proxy.

Section 4. Proxies. Votes may be cast in person or may be cast by limited or general proxy in certain circumstances in accordance with applicable Florida law. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5) and shall be filed with the Secretary of the Association not less than 3 days prior to the meeting in which they are to be used. Proxies shall be valid only for the particular meeting designated therein. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Where a Unit is owned jointly by a husband and wife, and if they have not designated one of them as a voting member in accordance with Section 5 of this Article, a proxy must be signed by both husband and wife where a third person is given a proxy. Every proxy shall be revocable at any time at the pleasure of the Member executing it.

Section 5. Designation of Voting Member. If a Unit is owned by one person, such person's right to vote shall be established by the recorded title to the Unit. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated in a certificate, signed by all of the recorded Owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by an Entity, the individual entitled to cast the vote of the Unit for such Entity shall be designated in a certificate for this purpose, signed by (a) in the case of a corporation, the president or vice president, attested to by the secretary or assistant secretary of the corporation, (b) in the case of a general partnership, the general partners, (c) in the case of a limited partnership, the general partner(s) thereof on behalf of the limited partnership (if the general partner is a corporation, the president or vice president of such corporation shall execute such certificate and the secretary of such corporation shall attest thereto), (d) in the case of a limited liability company, the manager thereof, or (e) in the case of a legal entity other than as described above, the individual authorized to execute the certificate in accordance with such legal entity's governing documents. Such certificate shall be filed with the Secretary of the Association. The person designated in such certificate who is entitled to cast the vote for a Unit shall be known as the "voting member." If such a certificate is required and is not filed with the Secretary of the Association for a Unit owned by more than one person or by an Entity, the vote of the Unit concerned may not be cast and shall not be considered in determining the requirement for a quorum or for any purpose requiring the approval of a person entitled to cast the vote for the Unit. Unless the certificate shall otherwise provide, such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned. Notwithstanding the foregoing, if a Unit is owned jointly by a husband and wife, as tenants by the entirety, the following 3 provisions are applicable thereto:

- (a) They may, but they shall not be required to, designate a voting member by certificate.
- (b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.
- (c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the Unit vote, just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

ARTICLE III: MEETINGS OF MEMBERS

Section 1. **Annual Meeting.** The regular annual meeting of the Members shall be held each year on or before thirteen (13) months of the date of the previous annual meeting with the date, hour and place to be set by the Board of Directors for the purpose of electing directors and transacting any other business authorized to be transacted by the members. No annual meeting shall be set on a legal holiday.

Section 2. **Special Meeting.** Special meetings of the Members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, and shall be called by the President or Secretary at the request in writing of a majority of the Board. Except for the purpose of removing a director governed by the provisions of Article IV, A, Section 6 of these Articles, a special meeting must be called by the President or Secretary upon the written request of a majority of the Voting Interests in the Condominium, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the matters stated in the notice thereof, which notice shall be given in accordance with Article III, Section 3 below.

Section 3. **Notice of Meetings.** It shall be the duty of the secretary to mail or hand deliver a written notice of each annual or special meeting, stating the time and place thereof and an identification of agenda items to each Unit Owner of record at least 14 but not more than 30 days prior to such meeting, and to post at a conspicuous place on the Condominium Property a copy of the notice of said meeting at least 14 continuous days preceding said meeting. Notice of each annual meeting shall be mailed to each Unit Owner unless such Unit Owner waives in writing the right to receive such notice by mail. Upon notice to all Unit Owners, the Board shall, by duly adopted rule, designate a specific location on the Condominium Property, upon which all notices of Unit Owner meetings shall be posted. Notice of any annual or special meeting shall state the purpose thereof and said meeting shall be confined to the matters stated in said notice. If any Unit Owner wishes notice to be given at an address other than his or her Unit, the Owner shall designate such other address in writing to the Secretary. All notices shall be mailed to or served at the address of the Unit Owner last furnished to the Association and posted as hereinbefore set forth. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this section, to each Unit Owner at the address last furnished to the Association.

Section 4. **Waiver and Consent.** Any approval by Unit Owners called for by the Act, the Declaration or these Bylaws shall be made at a duly noticed meeting of Unit Owners and shall be subject to all requirements of the Act or the Declaration relating to Unit Owner decision making, except that Unit Owners may take action by written agreement, without meetings, on any matters for which the vote of members at a meeting is required or permitted by any provision of these Bylaws, or on matters

for which action by written agreement without meeting is expressly allowed by the Declaration, or any Florida statute which provides for Unit Owner action.

Section 5. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of Voting Interests is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 6. Approval or Disapproval. Approval or disapproval of a Unit Owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting members; provided, however, that where a Unit is owned jointly by a husband and wife, and they have not designated one of them as a voting member, their joint approval or disapproval shall be required where they are both present, or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

ARTICLE IV: BOARD OF DIRECTORS

A. Composition and Selection

Section 1. Composition and Section Qualifications. The affairs of the Association shall be governed by a Board of Directors which Board shall serve without compensation. All directors shall be members of the Association; provided, however, that all directors that the Developer is entitled to elect or designate need not be members of the Association. The individual designated as the voting member for a Unit owned by an Entity shall be deemed to be a member of the Association so as to qualify to become a director of the Association. Transfer of control of the Association from the Developer to the Unit Owners shall be in accordance with Article IV, Section 3 below.

Section 2. (a) Number of Directors. During the period that the Developer has the authority to appoint the majority of Members of the Board of Directors in accordance with Article IV, A, Section 3 below, the Board shall consist of three (3) directors. At the time that the Unit Owners other than the Developer are entitled to elect the majority of members of the Board of Directors in accordance with Article IV, A, Section 3 below, such that the Developer relinquishes and the Unit Owners accept control of the Association, there shall be five (5) members of the Board of Directors.

(b) Initial Board of Directors. The first Board of Directors of the Association shall be comprised of those Members of the Board as described in the Articles, who shall serve until their successors are appointed by Developer or elected at the first annual meeting of the Members. Should any member of the First Board be unable to serve for any reason, the Developer shall have the right to select and appoint a successor to act and serve for the unexpired term of the Director who is unable to serve.

Section 3. Transfer of Control from Developer to Association. Control of the Association shall be transferred from the Developer to the Association in the following manner:

(a) When Unit Owners, other than the Developer, own fifteen percent (15%) of the Units of the Condominium that will ultimately be operated by the Association, the Unit Owners, other than the Developer, shall be entitled to elect, in the manner provided in Article IV, A, Section 4 of these Bylaws, not less than nor more than one third (1/3) of the Members of the Board of Directors;

(b) The Unit Owners, other than the Developer, shall be entitled to elect, in a manner provided in Article IV, A, Section 4 of these Bylaws, not less than nor more than a majority of the Members of the Board of Directors, upon the earliest of the following events:

(1) three (3) years after the sales by the Developer have been closed on fifty percent (50%), but less than ninety percent (90%) of the Units that will ultimately be operated by the Association;

(2) three (3) months after sales of ninety percent (90%) of the Units that will ultimately be operated by the Association have been closed by the Developer;

(3) when all of the Units that will ultimately be operated by the Association have been completed and some have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business;

(4) when some of the Units have been sold and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(5) seven (7) years after recordation of the Declaration creating the Initial Phase of the Condominium.

(c) The Developer shall have the right to appoint, in the same manner provided in Section 4, Article IV of these Bylaws, the Members of the Board of Directors which other Unit Owners are not entitled to elect. The Developer shall be entitled to appoint not less than one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium ultimately to be operated by the Association. Notwithstanding the foregoing, the Developer shall be entitled at any time to waive its rights hereunder, by execution and delivery to the Association of written waivers, and therefore to vote in elections for Members of the Board of Directors in the same manner as any other Unit Owner.

Section 4. Election of Board Members. Directors shall be elected in the following manner:

(a) Commencing with the election of the first Board to succeed the Board comprised of the persons named in the Articles, Developer shall appoint that number and the identity of the members of the Board which it shall be entitled to appoint in accordance with the Articles and these Bylaws, and upon such appointment by Developer, by written instrument presented to the meeting at which such election is held, the persons so appointed by Developer shall be deemed and considered for all purposes Directors of the Association and shall thereforth hold the offices and perform the duties of such Directors until their successors shall have been elected or appointed, as the case may be, and qualified in accordance with the provisions of these Bylaws.

(b) For so long as the Developer shall retain the right to appoint at least one (1) member of the Board of Directors, all members of the Board of Directors whom Unit Owners are entitled to elect under these Bylaws shall be elected at large, by a plurality of the votes cast at the annual meeting of the general membership, immediately following appointment of the members of the Board whom Developer shall be entitled to appoint. Commencing after the Developer shall have lost or relinquished the right to appoint at least one (1) Director, the replacement Director shall be elected at large, by a plurality of the votes cast by the general membership at the meeting.

(c) Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery, including regularly published newspaper, to each capital Unit Owner entitled to a vote, the first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Administration must give written notice to the Association not less than forty (40) days before scheduled election. Together with the written notice and agenda required pursuant to Section 718.112(2)(d), subparagraph 2 of the Act, the Association shall mail or deliver a second notice of the election to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of the candidate, the Association shall include an information sheet, not larger than 8 1/2 " x 11", which must be furnished by the candidate not less than thirty-five (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 has no liability for the contents of the information sheets prepared by the candidate. No Unit owner shall permit any other person to vote his ballot, and any such ballot improperly cast shall be invalid. The regular election shall occur on the date of the annual meeting.

(d) In the election of Directors, there shall be appurtenant to each Unit one (1) vote for each Director's position which is to be filled at that meeting; provided, however, that no Member or owner of any Voting Interest may cast more than one (1) vote per Unit or Voting Interest owned for any person nominated as a Director, it being the intent hereof that the voting of Directors shall be non-cumulative.

(e) The election of Directors shall be by written ballot. Proxies shall not be used in electing Directors.

(f) Within seventy-five (75) days after Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall, as otherwise provided in accordance with the provisions of these Bylaws, call and give not less than sixty (60) days notice of an election for members of the Board. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so within the time prescribed herein. Election of such Directors by the Unit Owners shall be conducted in the manner provided in these Bylaws. Upon election of the first Unit Owner other than the Developer to the Board, the Developer shall forward to the Division of Florida Land Sales, Condominiums and Mobile Homes the name and mailing address of such Unit Owner member.

Section 5. Term of Office. If, at the time of the first annual meeting of members, Unit Owners other than the Developer are entitled to elect one of the Directors, the term of office of such Director receiving the highest plurality of votes shall be two (2) years.

At the first annual meeting after Developer has transferred control of the Board of Directors from Developer to the Association, such that the number of members of the Board of Directors increases from three (3) to five (5) members, half the Directors shall be elected for a two (2) year term and half the Directors shall be elected for a one (1) year term so as to stagger the terms of Directors. If there are an odd number of Directors, then the additional Director shall be elected for a two (2) year term. Thereafter, at each annual meeting at which Directors terms expire, a successor shall be elected to hold a term of two (2) years.

Directors shall hold office for the terms to which elected or designated, and thereafter until their successors are duly elected, or designated by the Developer, and qualified, or until removed in the manner elsewhere herein provided or provided by law.

Section 6. Recall of Board Members.

(a) Any member of the Board may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all Voting Interests. A special meeting of the Members to recall a member or members of the Board may be called by ten percent (10%) of all Voting Interests giving notice of the meeting in the same manner as notice of the call of a special meeting of the Members is required as set forth in Article III, Section 3, and the notice shall state the purpose of the meeting. Such special meeting to recall a member or members of the Board is subject, however to the right of Developer to elect Directors as provided herein.

(b) If the recall is approved by a majority of all Voting Interests by a vote at a meeting, the recall will be effective as provided herein. The Board shall duly notice and hold a Board meeting within five (5) full business days of the adjournment of the Unit Owner meeting to recall one or more Board members. At the meeting, the Board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the Board, within five (5) full business days, any and all records and property of the Association in their possession or shall proceed as set forth below.

(c) If the proposed recall is by an agreement in writing by a majority of all Voting Interests, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 47, Florida Statutes, and the Florida Rules of Civil Procedure. The Board shall duly notice and hold a meeting of the Board within five (5) full business days after receipt of the agreement in writing. At the meeting, the Board shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board, within five (5) full business days, any and all records and property of the Association in their possession or proceed as described below.

(d) If the Board determines not to certify the written agreement to recall a member or members of the Board or does not certify the recall by a vote at a meeting, the Board shall, within five (5) full business days after the meeting, file with the Division of Florida Land Sales, Condominiums and Mobile Homes ("Division") a petition for arbitration pursuant to the procedures in Section 718.1255, Florida Statutes. For the purposes of this provision, the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall will be effective upon mailing of the final order of arbitration to the Association. If the Association fails to comply with the order of the arbitrator, the Division may take action pursuant to Section 718.501, Florida Statutes. Any member or members so recalled shall deliver to the Board any and all records of the Association in their possession within five (5) full business days of the effective date of the recall.

(e) If the Board fails to duly notice and hold a Board meeting within five (5) full business days of service of an agreement in writing or within five (5) full business days of the adjournment of the Unit Owner recall meeting, the recall shall be deemed effective and the Board members so recalled shall immediately turn over to the Board any and all records and property of the Association.

(f) If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors, notwithstanding any provision to the contrary contained in this Section. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled in accordance with procedural rules to be adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes, which rules need not be consistent with this Section.

Section 7. Vacancies on Board. If the office of any director or directors becomes vacant by any reason other than recall of a Board member, a majority of the remaining directors, though less than a quorum, shall elect a successor or successors, who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors. Notwithstanding the above, only the Developer may elect to fill a vacancy on the Board previously occupied by a Board member elected or appointed by the Developer, in which case a quorum for purposes of that election shall consist of a majority of Units owned by the Developer. Only Unit Owners other than the Developer may elect to fill a vacancy on the Board previously occupied by a Board member elected or appointed by Unit Owners other than the Developer.

Section 8. Disqualification and Resignation of Directors. Any director may resign at any time by sending a written notice of such resignation to the secretary of the Association. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the secretary. Commencing with the directors elected by the Unit Owners other than the Developer, the transfer of title of the Unit owned by a director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

B. Board Meetings.

Section 1. Organizational Meetings. The organizational meeting of a newly elected or designated Board shall be held within ten (10) days of their election or designation, and shall be noticed as required by Article IV, B, Section 4 below.

Section 2. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least seven (7) days prior to the day named for such meeting, unless such notice is waived.

Section 3. Special Meetings. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days notice of a special meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

Section 4. Notice to Members. Adequate notice to the Members of all meetings (regular and special) of the Board, or any committee thereof at which a quorum of the members of that committee are present, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance of the meeting, except in an emergency. The notice shall specifically incorporate an identification of agenda items. Upon prior notice to all Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property upon which notices of all

Board meetings shall be posted. All meetings of the Board shall be open to all Unit Owners. Notice of any meeting of the Board or any committee thereof where the Association's budget or where regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Written notice of any meeting of the Board or any committee thereof at which non-emergency special assessments, or at which amendment to rules regarding Unit use will be proposed, discussed, or approved, shall be mailed or delivered to the Members and posted conspicuously on the Condominium Property not less than fourteen (14) continuous days prior to the meeting. The Secretary of the Association shall provide an affidavit, to be included in the official records of the Association, confirming that notice of such meeting was provided in accordance with this provision, to each Unit Owner.

Section 5. Minutes. Minutes of all meetings of the Board shall be kept in a businesslike manner and available for inspection by Members and Directors during normal business hours at the principal office of the Association. The Association shall retain these minutes for a period of not less than seven (7) years.

Section 6. Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 7. Quorum. A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles, these Bylaws or the Declaration. A Director of the Association who is present at a meeting of the Board at which action on any Association matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of the Directors required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, these Bylaws or the Declaration, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance is greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice to the Directors, however notice of the adjourned meeting must be given in accordance with Article III, Section 2 and Article IV, B, Section 4 hereof. All meetings of the Board of Directors shall be open to all Unit Owners, unless otherwise provided by law.

Section 8. Conduct of Meetings. The presiding officer of meetings of the Board shall be the President of the Association. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

C. Powers and Duties.

Section 1. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration, or these Bylaws, directed to be exercised and done by Unit Owners. These powers shall specifically include, but shall not be limited to, the following:

(a) To exercise all powers specifically set forth in the Declaration, the Articles of Incorporation, these Bylaws, and in the Florida Condominium Act, and all powers incidental thereto.

(b) To adopt a budget and make and collect Assessments, including Special Assessments, enforce a lien for nonpayment thereof, and use and expend the Assessments to carry out the purposes and powers of the Association, subject to the provisions of the Declaration to which these Bylaws are attached and, where applicable, recognizing obligations of the Association contained in the provisions of the Declaration. The Board of Directors shall also have the power to levy a fine against the Owner of a Unit for the purposes specified in the Declaration.

(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the Condominium, including the right and power to employ attorneys, accountants, contractors, and other professionals, as the need arises, subject to any applicable provisions of the Declaration.

(d) To make and amend regulations respecting the operation and use of the Common Elements and Condominium Property and facilities and the use and maintenance of the Units therein.

(e) To enforce by legal means the provision of the Articles, these Bylaws, the Declaration, and all regulations governing use of property of and in the Condominium.

(f) To contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments and other sums due from Unit Owners, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association, its directors and officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Florida Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(g) To enter into agreements acquiring leaseholds, memberships or other possessory or use interests regarding recreation area(s) and facilities for the use and enjoyment of the members of the Association as provided for in the Declaration.

(h) To further improve the Condominium Property, both real and personal, and the right to purchase realty and items of furniture, furnishings, fixtures and equipment for the foregoing, and the right to acquire and enter into agreements pursuant to the Florida Condominium Act, subject to the provisions of the Declaration and these Bylaws.

(i) To enter into such agreements or arrangements, as deemed appropriate, with such firms or companies as it may deem for and on behalf of the Unit Owners to provide certain services and/or maintenance otherwise the individual responsibility of the Unit Owners and to increase the Assessments due or otherwise charge each Unit Owner a share of the amount charged for said maintenance and service.

D. Committees.

Section 1. Architectural Control Committee. The Board of Directors shall establish an Architectural Control Committee for this purpose of establishing and maintaining architectural standards in the Condominium as provided in the Declaration.

Section 2. Other Committees. The Board may designate such committees which, to the extent provided in the resolution designating said committee, shall have the powers to make recommendations to the Board of Directors in the management and affairs and business of the Association.

Section 3. Service on Committee. Unless otherwise provided in these Bylaws or in the resolution authorizing service on a particular committee, the members of any committee shall be appointed by the President and shall serve at the pleasure of the Board. Any committee member may be removed with or without cause at any time and with or without a successor being named.

ARTICLE V: OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors and shall serve without compensation. One person may not hold more than one of the aforementioned offices, except one person may be both Secretary and Treasurer. The President and Vice President shall be members of the Board of Directors. Notwithstanding the foregoing, the restriction as to one person holding only one of the aforementioned offices or the President and Vice President being members of the Board of Directors shall not apply until control of the Association shall be transferred to the Unit Owners other than the Developer.

Section 2. Election. The officers of the Association designated in Section 1 above shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the meeting of the members. Officers may be elected by secret ballot pursuant to applicable Florida law.

Section 3. Appointive Officers. The Board may appoint assistant secretaries and assistant treasurers and such other officers as the Board of Directors deems necessary.

Section 4. Term. The officers of the Association shall hold office until their successors are chosen and qualified in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors; provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of a corporation not-for-profit including but not limited to the power to appoint committees from time to time as he or she may in his or her discretion deem appropriate to assist in the conduct of the affairs of the Association. He shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. The President, or other officer as may be designated by resolution of the Board,

shall sign all written contracts to perform all of the duties incident to the office and which may be delegated to him or her from time to time by the Board of Directors.

Section 6. The Vice President. The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

Section 7. The Secretary. The Secretary shall issue notices of all Board of Directors' meetings and all meetings of the Unit Owners; he shall attend and keep the minutes of same; he shall have charge of all of the Association's books, records and papers, including roster of members and mortgagees except those kept by the Treasurer, and shall in general perform all duties incident to the office of the secretary of a corporation organized under Florida law. If appointed, an assistant secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 8. The Treasurer.

(a) The Treasurer shall have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each Unit which shall designate the name and current mailing address of the Unit Owner, the amount of each Assessment, the dates and amounts in which the Assessment came due, the amount paid upon the account and the balance due.

(b) The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these Bylaws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

(c) The Treasurer shall collect the Assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors and, when requested, to the Developer or other entity designated by the Board of Directors.

(d) The Treasurer shall give status reports to potential transferees on which reports the transferees may rely.

(e) If appointed, an assistant treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

Section 9. Proviso. Notwithstanding any provisions to the contrary in these Bylaws, the Association shall maintain separate accounting records for this Association, shall keep such records according to good accounting practices, shall open such records for inspection by Unit Owners or their authorized representatives at reasonable times and shall supply written summaries of such records at least annually to the Unit Owners or their authorized representatives. In the event the Board of Directors designates a Management Firm to operate the Condominium on behalf of the Association, said Management Firm shall be required to follow the aforesaid provisions.

ARTICLE VI: FINANCES AND ASSESSMENTS

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least 2 officers of the Association; provided, however, that the provisions of any Management Agreement, entered into by the Association and a Management Firm designated by the Association to operate the Condominium, relative to the subject matter in this Section 1 shall supersede the provisions hereof. The foregoing is further subject to the applicable provisions under the Declaration.

Section 2. Fidelity Bonds. The Association shall obtain fidelity bonds for officers and directors of the Association and other individuals only to the extent required by applicable Florida law.

Section 3. Fiscal Year. The fiscal year of the Association may be set by the Board and in the absence thereof, shall be the calendar year.

Section 4. Computation of Budget and Assessments.

(a) Budget. The Board of Directors shall adopt for, and in advance of, each fiscal year, a budget for the Condominium showing the estimated costs of operating the Condominium during the coming year. The budget shall contain an itemized breakdown of Common Expenses which shall include expenses for the operation, maintenance, repair or replacement of the Common Elements and the Limited Common Elements, cost of carrying out the powers and duties of the Association, reserve accounts and/or funds which may be established from time to time by the Board as provided in the Declaration, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, obligations of the Association pursuant to the Declaration, water and sewer and any other expenses designated as Common Expenses from time to time by the Board of Directors, or under the provisions of the Declaration.

(b) Assessments. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect Assessments and to lease, maintain, repair and replace the Common Elements and Limited Common Elements and to determine rules and fees to be charged for exclusive use of Common Elements for special events. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions or percentages of sharing Common Expenses as provided in the Declaration and exhibits attached thereto. Said Assessments shall be payable monthly in advance and shall be due on the first (1st) day of each month in advance unless otherwise ordered by the Board of Directors. Special Assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular Assessments and shall be payable in the manner determined by the Board of Directors.

All Assessments shall be payable to the Association, subject, however, to the provisions of a Management Agreement, if any, for as long as it shall remain in effect providing for collection of such Assessments directly by the Management Firm, and also subject to any specific applicable provisions in the Declaration. All funds due from Unit Owners not as Common Expenses, including sums due as users of cable television service or pursuant to other applicable agreements or arrangements pertaining to all or substantially all Units, may be collected by the Association or its agents.

(c) Budget Meetings. An annual budget and level of Assessment for Common Expenses sufficient to fund such budget shall be proposed and adopted by the Board of Directors. The Board shall mail, or cause to be mailed, or hand deliver, or cause to be hand delivered, notice of the meeting of the Unit Owners or Board of Directors at which the budget will be considered not less than 14 days prior to said meeting. Evidence of compliance with this 14 day notice requirement shall be made by an affidavit executed by an officer of the Association, an authorized employee of the Management Firm, or other person providing notice of the meeting and filed among the official records of the Association. Such notice shall include a copy of the proposed annual budget and Assessment. If the Association shall fail for any reason to adopt a budget and authorize an Assessment prior to the beginning of the new fiscal year, the budget and Assessment for the previous year shall be increased by 15% and shall continue in effect until changed by the Association.

If the adopted budget requires an assessment against the Unit Owners in any fiscal year exceeding 115% of the Assessments for the preceding year, the Board, upon written application of 10% of the Unit Owners to the Board, shall call a special meeting of the Unit Owners within 30 days upon not less than 14 days' written notice to each Unit Owner. At this special meeting, Unit Owners shall consider and enact a budget upon the vote of the members representing a majority of all Units. If a special meeting of the Unit Owners has been called pursuant to this section and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board goes into effect as scheduled. In determining whether Assessments exceed 115% of similar Assessments in the preceding year, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property must be excluded from the computation. However, as long as the Developer is in control of the Board of Directors, the Board may not impose an Assessment for any year greater than 115% of the prior fiscal year's Assessment without prior approval of the members representing a majority of all Units.

Section 5. Application of Payments and Commingling of Funds. Reserve and operating funds collected by the Association or by the Management Firm, if any, may not be commingled in a single fund except for purposes of investment, in which event separate accountings must be maintained for each fund and the combined account cannot at any time, be less than the amount identified as reserve funds in the combined account. All Assessment payments collected shall be applied (1) pursuant to the applicable provisions of the Declaration, or (2) as provided by a Management Agreement as long as the Management Agreement remains in effect, or thereafter, as the Board of Directors determines in its sole discretion. All funds shall be maintained in a separate account in the name of the Association. If so designated by the Board, a Management Firm shall maintain separate accounting records for each condominium it manages pursuant to the provisions of such Management Agreement and the Florida Condominium Act.

Section 6. Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment of any Assessment, the Management Firm, if any, or the Board of Directors may, after delivering notice to the Owner, file a claim of lien in the amount of the default and thereafter may accelerate the monthly installments for the remainder of the budget year in which the lien is filed. Thereupon, the unpaid installments of the Assessment together with the monthly Assessments for the remainder of that budget year shall become due upon the date stated in the notice, but not less than 14 days after delivery of or the mailing of such notice to the Unit Owner. The acceleration of installments may be repeated at the end of the year in which the lien was filed if at the end of such period there remains any sums due and unpaid.

ARTICLE VII: COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation (other than the non-payment of an Assessment) by the Unit Owner in any of the provisions of the Declaration, of these Bylaws, or of the applicable portions of the Florida Condominium Act, the Association, by direction of its Board of Directors, may notify the Unit Owner by written notice of said breach, transmitted by mail or delivered in person. If such violation shall continue for a period of 30 days from the date of the notice in the case of violations involving alterations and structural changes to the Unit and 5 days from the date of the notice in the case of all other violations, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of the Bylaws, or of the pertinent provisions of the Florida Condominium Act, and the Association may then, at its option, have the following elections:

- (a) An action at law to recover for its damage on behalf of the Association or on behalf of the other Unit Owners;
- (b) An action in equity to enforce performance on the part of the Unit Owner; or
- (c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Failure on the part of the Association to maintain such action at law or in equity within 30 days from date of a written request, signed by a Unit Owner, sent to the Board of Directors, shall authorize any Unit Owner to bring an action in equity or suit at law on account of the violation in the manner provided for in the Florida Condominium Act.

Section 2. Fines. In addition to the remedies as identified in Section 1 above, the Association may levy a fine not to exceed the maximum amount allowed by the Florida Condominium Act against any Owner, resident, guest or invitee, for failure to abide by any provisions of the Declaration, these Bylaws or the rules of the Association. No fine will become a lien against a Unit. A fine may be levied on the basis of a continuing violation, with a single notice and an opportunity for a hearing, provided that no such fine shall exceed the maximum aggregate amount allowed under the Act. No fine may be levied except after giving reasonable notice and an opportunity for a hearing, to be held not less than 14 days after reasonable notice, to the Owner, resident, guest or invitee. Reasonable notice shall include the following: A statement of the date, time and place of the hearing; a statement as to the provisions of the Declaration, these Bylaws or the rules of the Association which have allegedly been violated; and a short and plain statement of the matters asserted by the Association.

A hearing shall be held before a committee of other Unit Owners. At the sole discretion of the Board of Directors, this committee may be either a standing committee appointed by the Board of Directors for the purpose of addressing all fine situations, or a committee appointed by the Board of Directors for the particular hearing. At such hearing, the party against whom the fine may be levied shall have the opportunity to respond to, to present evidence relating to, and to provide written and oral argument on all issues involved, and shall have an opportunity to review, challenge and respond to any material considered by the committee. A fine may not be levied if more than 75% of the members of the committee disagree with such fine. The notice and hearing procedures shall also satisfy any other requirements of the Act or the regulations promulgated thereunder.

Section 3. Negligence or Carelessness of Unit Owner, Etc. Any Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance company of rights of subrogation.

Section 4. Costs and Attorneys' Fees. In any proceeding brought by the Association pursuant to this Article, the Association, if it is the prevailing party, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court.

Section 5. No Waiver of Rights. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

Section 6. Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by Condominium documents, or at law or in equity.

ARTICLE VIII: ACQUISITION OF UNITS

At any foreclosure sale of a Unit, the Board of Directors may, with the authorization and approval by the affirmative vote of a majority of Directors, acquire in the name of the Association or its designee a Condominium Parcel being foreclosed. The term "foreclosure," as used in this section, shall mean and include any foreclosure of any lien, excluding the Association's lien for Assessments. The power of the Board of Directors to acquire a Condominium Parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the Board of Directors or of the Association to do so at any foreclosure sale. The provisions hereof are permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. Once general authority to purchase a Unit at a foreclosure sale is obtained, the Board of Directors shall not be required to obtain the specific approval of Unit Owners regarding the sum the Board of Directors determines to bid at such foreclosure sale unless the limit of such authority has been established in the original authorization.

ARTICLE IX: AMENDMENTS TO THE BYLAWS

Section 1. Amendments to these Bylaws shall be proposed and adopted in the following manner:

(a) Amendments to these Bylaws may be proposed by the Board, action upon vote of a majority of the Directors, or by members owning a majority of the Voting Interest in the Condominium, whether meeting as Members or by instrument in writing signed by them.

(b) Upon any amendment or amendments to these Bylaws being proposed by the Board or Members, such proposed amendment or amendments shall be transmitted to the President of the

Association or acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the Members for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments and it shall be the duty of the Secretary to give each Member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth; provided, that proposed amendments to the Bylaws may be considered and noted upon at annual meetings of the Members.

(c) No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicator of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. see bylaw for present text." Nonmaterial errors or omissions in the bylaw process shall not invalidate an otherwise properly promulgated amendment.

(d) In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of two-thirds (2/3) of all Voting Interests of the Condominium. Thereupon, such amendment or amendments to these Bylaws shall be transcribed and shall include on the first page thereof a reference to the book and page of the public records where the Declaration is recorded, and shall be certified by the President and Secretary of the Association. A copy thereof shall be recorded in the public records of Duval County, Florida, within fifteen (15) days from the date on which any amendment or amendments have been affirmatively approved by the Members.

(e) At any meeting held to consider such amendment or amendments to these Bylaws, the written vote of any Member shall be recognized if such Member is not present at such meeting in person or by limited proxy, provided such written vote is delivered to the Secretary at or prior to such meeting.

(f) Notwithstanding the foregoing provisions of this Article X, no amendment to these Bylaws which shall abridge, amend or alter the rights of Developer may be adopted to become effective without the prior written consent of Developer.

ARTICLE X: INDEMNIFICATION

The Association shall indemnify every director and every officer, every member of any Committee, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XI: LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Condominium shall not relieve or release any such former Owner or member from any liability or obligations incurred under or in any way connected with

the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former Owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XII: LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable for injury or damage by a latent condition in the Condominium Property, nor for injury or damage caused by the elements or by other Owners or persons.

ARTICLE XIII: PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Act, the Declaration, or these Bylaws.

ARTICLE XIV: MORTGAGE REGISTER

The Association, or its agents, may maintain a register of all mortgages and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid Assessments or violations served upon a Unit Owner to said mortgagee. If a register is maintained, the Association or its agent maintaining same may make such charge as it deems appropriate against the applicable Unit for supplying the information provided herein.

ARTICLE XV: CERTIFICATE OF COMPLIANCE

A certificate of compliance from a licensed contractor or electrician may be accepted by the Board as evidence of compliance of the Units with applicable fire and life safety codes.

ARTICLE XVI: ARBITRATION

Internal disputes arising from the operation of the Condominium among Unit Owners, the Association, their agents and assigns shall be subject to mandatory non-binding arbitration as provided in Florida Statutes, Section 718.1255.

ARTICLE XVII: EMERGENCY POWERS

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

Section 1. In anticipation of or during any emergency defined in Section 6 below, the Board of Directors may:

(a) Name as assistant officers persons who are not Board members, which assistant officers shall have the same authority as the executive officers to whom they are assistant, during the period of the emergency, to accommodate the incapacity of any officer of the Association; and

(b) Relocate the principal office or designate alternative principal offices or authorize the officers to do so.

Section 2. During any emergency defined in Section 6 below:

(a) Notice of a meeting of the Board of Directors need be given only to those Directors whom it is practicable to reach and may be given in any practicable manner, including by publication and radio; and

(b) The Director or Directors in attendance at a meeting shall constitute a quorum.

Section 3. Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association:

(a) Binds the Association; and

(b) Shall have the presumption of being reasonable and necessary.

Section 4. An officer, assistant officer, director, or employee of the Association acting in accordance with these emergency provisions is only liable for willful misconduct.

Section 5. These emergency provisions shall supersede any inconsistent or contrary provisions of the Bylaws for the period of the emergency.

Section 6. An emergency exists for purposes of this Article XIX if a quorum of the Association's Directors cannot readily be assembled because of an act of God, natural disaster or other like catastrophic event.

ARTICLE XVIII: OFFICIAL RECORDS

Section 1. From the inception of the Association, the Association shall maintain a copy of each of the following where applicable, which shall constitute the official records of the Association:

(a) The plans, permits, warranties, and other items provided by the Developer applicable to the Condominium;

(b) A photocopy of the recorded Declaration and all amendments thereto;

(c) A photocopy of these Bylaws as recorded and all amendments thereto;

(d) A certified copy of the Articles and amendments thereto;

(e) A copy of the current Rules and Regulations of the Association;

(f) The Association minute book containing the minutes of all meetings of the Association, of the Board, and of Unit Owners, which minutes shall be retained for a period of not less than seven (7) years;

(g) A current roster of all Unit Owners, their mailing addresses, Unit identifications, Voting Certificates, and if known, telephone numbers;

(h) All current insurance policies of the Association and the Condominium;

(i) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility;

(j) Bills of sale or transfer for all property owned by the Association;

(k) Accounting records for the Association maintained according to good accounting practices. All accounting records shall be maintained for a period of not less than seven (7) years. The accounting records shall include, but are not limited to:

(1) Accurate, itemized, and detailed records of all receipts and expenditures.

(2) A current account and a monthly, bimonthly or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

(3) All audits, reviews, accounting statements and financial reports of the Association or Condominium.

(4) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.

(l) Voting proxies, which shall be maintained for a period of one (1) year from the date of the meeting for which the proxy was given.

(m) All rental records where the Association is acting as agent for the rental of Condominium Units.

Section 2. The official records of the Association shall be maintained in Duval County, Florida.

Section 3. The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times, within five (5) working days after receipt of a written request by the Board or its designee. The right to inspect includes the right to make copies, at the reasonable expense, if any, of the Association member. The Association may adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying.

The foregoing was adopted as the Bylaws of Villas at Marsh Landing Condominium Association, Inc., a corporation not-for-profit under the laws of the State of Florida, at the organizational meeting of the Board of Directors on the 10TH day of June, 2002.

Kristi L. Torgler
Print Name: Kristi L. Torgler
Secretary