

DECLARATION OF CONDOMINIUM OF
SEA WINDS CONDOMINIUM

00 11868

KNOW ALL MEN BY THESE PRESENTS, THAT:

SEAWINDS DEVELOPERS, a Florida general partnership (the "Developer") hereby submits to condominium ownership pursuant to Chapter 718, Florida Statutes as amended (the "Condominium Act"), the land and all improvements now existing or hereafter erected thereon and all equipment, furnishings, and fixtures now or hereafter located thereon (herein the "Property"), located in St. Johns County, Florida, and more particularly described as follows:

The South 320 feet of Government Lot 5, Section 3, Township 8 South, Range 30 East, St. Johns County, Florida, lying East of the Right of Way for State Road No. A-1-A (formerly State Road No. 140), all as more fully described in Deed recorded in deed Book 232, page 128, public records of St. Johns County, Florida.

LESS AND EXCEPT a parcel of land in the South 320 feet of Government Lot 5, Section 3, Township 8 South, Range 30 East, St. Johns County, Florida, containing 22,574 square feet and being more fully described as follows:

BEGINNING at the intersection of the South line of said Government Lot 5 with the East Right of way, thence North 17 degrees 13 minutes 15 seconds East, on said right of way line, 165 feet; thence South 72 degrees 46 minutes 45 seconds east 162 feet; thence South 17 degrees 13 minutes 15 seconds West 113.69 feet; thence South 89 degrees 38 minutes 45 seconds West, on said South line of Government Lot 5, a distance of 169.93 feet to the point of beginning.

AND LESS AND EXCEPT the following described land, hereinafter referred to as the "Phase II Parcel":

BEGINNING at the intersection of the south line of Government Lot 5 with the east right of way line of State Road A1A (formerly State Road 140); run north 89 degrees 38 minutes 45 seconds East a distance of 425 feet to a point of beginning; thence continue north 89 degrees 38 minutes 45 seconds east 650 feet; thence north 00 degrees 21 minutes 15 seconds west 150 feet; thence south 89 degrees 38 minutes

THIS INSTRUMENT PREPARED BY:
ROBERT A. HECKEL, ARMBY
2000 INDEPENDENT SQUARE
JACKSONVILLE, FLORIDA 32208

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45 seconds west 180 feet; thence south 00 degrees 21 minutes 15 seconds east 10 feet; thence south 89 degrees 38 minutes 45 seconds west 330 feet; thence south 00 degrees 21 minutes 15 seconds east 15 feet; thence south 89 degrees 38 minutes 45 seconds west 140 feet; thence south 00 degrees 21 minutes 15 seconds east 125 feet to the point of beginning.

TOGETHER WITH a perpetual non-exclusive easement for ingress, egress and utilities services over, upon and under the described Phase II Parcel, and for installation, maintenance and repair of the roadways and utilities apparatus necessary for that purpose.

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

ARTICLE I - DEFINITIONS

1. Unit. Unit means a condominium unit as defined by the Condominium Act subject to the boundary description in Article II of this Declaration.

2. Condominium Parcel. Condominium Parcel means a Unit in this Condominium together with the undivided interest in the Common Elements appurtenant thereto and an undivided share in the Common Surplus, and includes an obligation to bear a portion of the Common Expenses.

3. Owner. Owner means the person or entity owning in fee simple a Condominium Parcel.

4. Condominium Property. Condominium Property means all of the property subjected to condominium ownership.

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

(a) All improvements and parts of the Condominium Property not included within the Unit, which do not serve a particular Unit;

(b) Easements through the Unit for conduits, ducts, plumbing, wiring and other facilities for furnishing utility services to the various Units and to the Common Elements;

(c) All structural beams, posts and members within a Unit and an easement of support in every portion of a Unit which contributes to the support of the building;

(d) All utility areas and installations and all utility services which are available to more than one Unit or available to the Common Elements, including the perpetual, non-exclusive easement over, upon and under the Phase II Parcel for utilities services.

(e) All parking areas and all driveways, sidewalks and entrance ways and all other means of egress and ingress within and across the Condominium Property, including the perpetual, non-exclusive easement across the Phase II Parcel for the access drives shown on Exhibit A.

(f) All electrical appliances, apparatus and wiring, plumbing pipes and apparatus, telephone wires, and all other ducts, conduits, cables, wires or pipes (except television cables) which are outside of the boundaries of the Units; and

(g) All tangible personal property required for the maintenance and operation of this Condominium and for the common use and enjoyment of the Owners.

6. Common Expenses. Common Expenses means:

(a) Expenses of administration, insurance, maintenance, operation, repair and replacement of the Common Elements and of the portions of the Units to be maintained by the Association, and the costs of carrying out the powers and duties of the Association, including professional fees and expenses.

(b) Expenses declared Common Expenses by provisions of this Declaration or the By-Laws of the Association.

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

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

8. Association. The Association means Sea Winds Condominium Association of St. Augustine Beach, Inc., a non-profit corporation organized to manage this condominium.

9. Board of Directors. The Board of Directors means the Board of Directors of the Association.

ARTICLE II

DESCRIPTION OF CONDOMINIUM AND PHASES

1. Name. The name of this Condominium shall be Sea Winds Condominium.

2. Description of Condominium Property. Attached hereto as composite Exhibit A are a survey and legal description of the Property, site plan of improvements, and floor plans of Units. The Property constitutes approximately 10 acres, located on State Road A-1-A, in St. Augustine Beach, St. Johns County, Florida.

3. Phases. It is anticipated that the Condominium Units will be constructed in two phases:

(a) The first phase will include 48 Units, as described in Article IV, paragraph 1(a) and depicted on the plot plan at Exhibit A. All parking spaces, and all access drives (except those drives which will serve only the second phase Condominium Units, if developed) as shown on Exhibit A shall be constructed at the same time as the first phase Condominium Units. The recreation areas to be owned as Common Elements by all Unit Owners are the clubhouse, the swimming pool and the two tennis courts, all of which shall be constructed at the same time as the first phase. In addition, the Developer shall provide personal property of a value of not less than \$10,000.00 for the furnishing of the recreation and other common areas, to be provided at the time the first phase is constructed and to be owned as Common Elements by all Unit Owners.

(b) As presently planned, the second phase will include the 32 Units described in Article IV, paragraph 1(b) and depicted on the plot plan at Exhibit A. The general size of the Units in the second phase shall be substantially the same as the first phase Units, that is: approximately 1,241 square feet of floor area in type 2B Units, and approximately 1,606 square feet in type 3B Units. No additional common or recreational facilities will be added as part of the second phase. Therefore, the impact of the addition of the second phase Units, if built, will be a reduction in the percentage of Common Elements, Common Surplus and Common Expenses appurtenant to the first phase Units, as shown in Article IV, paragraph 1(a) of

this Declaration; these values and their changes were determined by the Developer, based on the factors discussed in Article IV, paragraph 1(c).

(c) The first phase must be completed by December 31, 1983.

(d) The Developer reserves the right not to construct the second phase, but if the second phase is to be constructed, it must be completed by December 31, 1991.

(e) The additional land that will become part of the Condominium Property as a result of the construction of the second phase is shown and described on Exhibit A.

(f) If the second phase Units are added, the ownership of the Association by first phase Unit Owners shall be reduced in the same manner and amount as shown in Article IV, paragraph 1(a) for percentage interests in the Common Elements.

(g) Second phase Unit Owners shall be entitled to one vote in the Association for each Condominium Parcel, in the same manner as first phase Unit Owners under Article VI of this Declaration.

(h) No time-share estates will or may be created with respect to Units in any phase of the Condominium.

4. Documents Governing Condominium. The documents which shall govern the condominium (the "Condominium Documents") are as follows:

(a) The Declaration of Condominium (the "Declaration"), which sets forth the nature of the property rights of the various owners of property in the Condominium and the covenants running with the land which affect such rights. All Condominium Documents shall be subject to the provisions of the Declaration.

(b) Exhibits to the Declaration which are as follows:

(i) Composite Exhibit A - Survey and legal description of the land hereby submitted to condominium ownership, site plan, and floor plans of all Units.

(ii) Exhibit B - Articles of Incorporation of Sea Winds Condominium Association of St. Augustine Beach, Inc.

(iii) Exhibit C - By-Laws of Sea Winds Condominium Association of St. Augustine Beach, Inc.

ARTICLE III

OWNERSHIP OF UNITS AND BOUNDARIES

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

The boundaries of each Unit shall be determined as follows:

1. The upper horizontal boundary shall be the lower surface of the unfinished ceiling.

2. The lower horizontal boundary shall be the plane of the upper surface of the unfinished floor.

3. The vertical boundaries shall be:

(a) Exterior Building Walls - the unfinished inside wall surface of the Unit building, except that where there is attached to the building a balcony, patio, screened porch, stairway, or other portion of the building serving only the Unit being bounded, the boundary shall be deemed to include all of such structure.

(b) Interior Building Walls - the unfinished inside wall surface of the Unit.

ARTICLE IV

UNITS AND APPURTENANCES

The Units are identified below by number. Each Unit shall include the following as appurtenances, whether or not separately described, which shall pass with that Unit whenever it is conveyed:

1. Common Elements, Common Surplus and Common Expenses. Each Condominium Parcel shall include an undivided interest in the Common Elements and the Common Surplus as provided below and shall bear the same proportion of the Common Expenses as its ownership interest in the Common Elements and Common Surplus:

(a) First phase:

PERCENTAGE OF
COMMON ELEMENTS,
COMMON SURPLUS and
COMMON EXPENSES

<u>UNIT</u>	<u>FLOOR PLAN</u>	<u>First Phase Only</u>	<u>If Second Phase is Built</u>
Clipper South - 1	3B	2.45%	1.503%
Clipper South - 2	3B	2.45%	1.503%
Clipper South - 3	3B	2.45%	1.503%
Clipper South - 4	3B	2.45%	1.503%
Clipper South - 5	3B	2.45%	1.503%
Clipper South - 6	3B	2.45%	1.503%
Clipper North - 1	3B	2.45%	1.503%
Clipper North - 2	3B	2.45%	1.503%
Clipper North - 3	3B	2.45%	1.503%
Clipper North - 4	3B	2.45%	1.503%
Clipper North - 5	3B	2.45%	1.503%
Clipper North - 6	3B	2.45%	1.503%
Schooner North - 1	2A	1.89%	1.148%
Schooner North - 2	2A	1.89%	1.148%
Schooner North - 3	3A	2.25%	1.3959%
Schooner North - 4	3A	2.25%	1.3959%
Schooner North - 5	2A	1.89%	1.148%
Schooner North - 6	2A	1.89%	1.148%
Schooner North - 7	2A	1.89%	1.148%
Schooner North - 8	2A	1.89%	1.148%
Schooner North - 9	3B	2.45%	1.503%
Schooner North - 10	3B	2.45%	1.503%
Sloop - 1	3A	2.25%	1.3959%
Sloop - 2	3A	2.25%	1.3959%
Sloop - 3	2A	1.89%	1.148%
Sloop - 4	2A	1.89%	1.148%
Sloop - 5	2A	1.89%	1.148%
Sloop - 6	2A	1.89%	1.148%
Brigantine - 1	2A	1.89%	1.148%
Brigantine - 2	2A	1.89%	1.148%
Brigantine - 3	2A	1.89%	1.148%
Brigantine - 4	2A	1.89%	1.148%
Brigantine - 5	2A	1.89%	1.148%
Brigantine - 6	2A	1.89%	1.148%
Bark - 1	2A	1.89%	1.148%
Bark - 2	2A	1.89%	1.148%
Bark - 3	2A	1.89%	1.148%
Bark - 4	2A	1.89%	1.148%
Bark - 5	2A	1.89%	1.148%
Bark - 6	2A	1.89%	1.148%
Bark - 7	2A	1.89%	1.148%
Bark - 8	2A	1.89%	1.148%
Yawl - 1	2A	1.89%	1.148%
Yawl - 2	2A	1.89%	1.148%
Yawl - 3	2A	1.89%	1.148%
Yawl - 4	2A	1.89%	1.148%
Yawl - 5	2A	1.89%	1.148%
Yawl - 6	2A	1.89%	1.148%

(b) Second phase:

<u>UNIT</u>	<u>FLOOR PLAN</u>	<u>PERCENTAGE OF COMMON ELEMENTS, COMMON SURPLUS and COMMON EXPENSES</u>
Ketch - 1	2B	1.1758%
Ketch - 2	2B	1.1758%
Ketch - 3	2B	1.1758%
Ketch - 4	2B	1.1758%
Ketch - 5	2B	1.1758%
Ketch - 6	2B	1.1758%
Cutter - 1	2B	1.1758%
Cutter - 2	2B	1.1758%
Cutter - 3	2B	1.1758%
Cutter - 4	2B	1.1758%
Cutter - 5	2B	1.1758%
Cutter - 6	2B	1.1758%
Yacht - 1	2B	1.1758%
Yacht - 2	2B	1.1758%
Yacht - 3	2B	1.1758%
Yacht - 4	2B	1.1758%
Yacht - 5	3B	1.503%
Yacht - 6	3B	1.503%
Yacht - 7	2B	1.1758%
Yacht - 8	2B	1.1758%
Yacht - 9	2B	1.1758%
Yacht - 10	2B	1.1758%
Schooner South - 1	2B	1.1758%
Schooner South - 2	2B	1.1758%
Schooner South - 3	2B	1.1758%
Schooner South - 4	2B	1.1758%
Schooner South - 5	2B	1.1758%
Schooner South - 6	2B	1.1758%
Schooner South - 7	2B	1.1758%
Schooner South - 8	2B	1.1758%
Schooner South - 9	3B	1.503%
Schooner South - 10	3B	1.503%

(c) The percentage share of Common Elements, Surplus and expenses appurtenant to each Unit has been apportioned by the Developer taking into consideration the size of the Units, their location and their initial sales prices. Although such percentage shares have been allocated upon such basis, the shares have been allocated upon such basis, the shares do not exactly reflect a mathematical ratio of respective square footage among Units or respective sales prices among Units.

(d) Each Owner, the Developer and the Association may use the Common Elements for the purposes for which they are maintained but no such use shall hinder or encroach upon the lawful rights of other Owners. The Common Elements shall remain undivided and no Owner or any other person shall bring any action for partition or division of the whole or any part thereof so long as the Unit buildings or any one of them may exist in useful condition upon the land. Shares of Owners in the Common Elements as stated in this Declaration may be altered only by amendment of the Declaration executed by all the Owners of Units in the condominium. No such change shall materially affect the lien of a prior recorded mortgage without the consent of the mortgagee.

2. Membership in the Association. Ownership of a Unit shall entitle the Owner to membership in the Association and an interest in the funds and assets of that corporation. Each Owner's interest in the Association shall be equal to his percentage interest in the Common Elements.

3. Easements. Each Unit shall have and is hereby granted as an appurtenance, the following easements:

(a) 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 be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

(b) Easements through or over all Common Elements for ingress, egress, recreational or other use as permitted by this Declaration, maintenance, repair and replacement.

(c) Easements through Units for maintenance, repair and replacement of the Unit and Common Elements, and for other necessary purposes; provided that access to any Unit shall be permitted under this easement only during reasonable hours except in case of emergency.

(d) All parking spaces are available for parking by any Owner in the Condominium, and all Owners shall have and are hereby granted non-exclusive easements for access to and from such parking spaces.

ARTICLE V

DEVELOPER'S UNITS AND PRIVILEGES

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

2. Assessments Against Unsold Units. The Developer may elect to guarantee to purchasers of Units that assessments for Common Expenses during any stated period of time shall not exceed a specified dollar amount and that Developer shall pay any Common Expenses in excess of the guaranteed level. If Developer so elects, this guarantee shall be made a part of the documents provided to purchasers prior to closing as required by Florida law, or may be made by separate agreement between the Developer and not less than a majority of Unit owners other than the Developer. Should the Developer elect to make such a guarantee to Unit owners, the Developer shall be exempted during the period of the guarantee from liability for Common Expenses attributable to Units owned by the Developer.

If the Developer elects not to make such a guarantee, then it shall nonetheless be exempt from payment of any Common Expenses attributable to Units owned by the Developer for a period of time terminating no later than the first day of the fourth calendar month following the month in which the closing of the sale of the first

Unit occurs. However, while the Developer is so exempt, the Developer must pay the portion of the Common Expenses incurred during the exempt period which exceed the amount assessed against other Unit Owners.

3. Right to Change, Divide or Combine Units. The Developer may elect to change the interior design and arrangement of, and to divide or combine one or more Units or portions thereof prior to the sale of such Units by the Developer, provided an amendment to this Declaration is first approved, executed and recorded in the manner described in Section 718.110(4), Florida Statutes. In that event, the amended Declaration shall also provide that the share of the Common Elements, Expenses and Surplus applicable to such Unit shall be increased or decreased so that the resulting Unit or Units have share allocated in the same manner as shares are allocated to all Units herein.

4. Easements. The Developer expressly reserves a perpetual easement for ingress and egress and for all utility installation and maintenance over, across and under all the roadways and parking areas as shown on Exhibit A. In addition, the Developer hereby reserves for itself, its successors and assigns, a perpetual, non-exclusive easement over, upon and under all the roadways and parking areas of the Property as shown on Exhibit A, for the purposes of ingress, egress and utilities services to and in favor of the Phase II Parcel.

5. Developer's Right to Manage the Association. The Developer hereby reserves unto itself the right to name all of the directors and officers of the Association so long as the Developer owns more than 85% of the Units.

Unit Owners shall be entitled to elect directors of the Association in the following proportions and at the following times, in the manner provided in the Association By-Laws (with the Developer appointing all remaining Directors):

(a) Unit Owners other than the Developer shall be entitled to elect one-third of the Board of Directors when Unit Owners other than the Developer own record title to 15% or more of the Units.

(b) Unit Owners other than the Developer shall be entitled to elect a majority of the Board of Directors upon the first occurrence of any of the following events:

i. Three years after the Developer has closed the sale of 50% of the Units; or

ii. Three months after the Developer has closed the sale of 90% of the Units; or

iii. Upon completion of all Units, conveyance of at least one to a purchaser other than the Developer, and failure of the Developer to offer any remaining Units for sale in the ordinary course of business; or

iv. Upon conveyance of at least one Unit to a purchaser other than the Developer, and failure of the Developer to construct the other Units or offer them for sale in the ordinary course of business.

Notwithstanding the above, the Developer shall be entitled to appoint at least one member of the Board (other than the members elected by the Owners as provided above) so long as the Developer owns record title to at least 5% of the Units and holds those Units for sale in the ordinary course of business.

Within sixty (60) days after the Unit Owners become entitled to elect any members of the Board of Directors, or at any earlier time if Developer so elects, the Developer shall call a meeting of the Association for the election of directors. The Unit Owners shall be

given at least thirty (30) but not more than forty (40) days' notice of the meeting, furnished in the manner provided in the By-Laws of the Association. At the meeting the Owners shall elect directors who shall replace those named by the Developer and who shall serve until the next regularly scheduled annual meeting of the Association when their successors shall be elected as provided in the By-Laws.

6. Prohibited Actions. So long as the Developer is the owner of record title to any Unit, and holds that Unit for sale in the ordinary course of business, none of the following actions may be taken without approval in writing from the Developer:

(a) Assessment of the Developer as a Unit Owner for capital improvements;

(b) Any action that would be detrimental to the sale of Units by the Developer; provided, however, that a uniform increase in assessments for common expenses without discrimination against the Developer shall not be deemed detrimental.

ARTICLE VI

MANAGEMENT OF THE CONDOMINIUM

1. The Association. The Association shall administer this Condominium and manage, maintain and repair the Condominium Property (except for the portions of Units to be managed, maintained and repaired by Owners). All persons owning a vested present interest of record in the fee title to any Condominium Parcel shall automatically be members of the Association and their respective membership shall terminate as their vested interest in the fee title to the Condominium Parcel terminates. Membership in the Association cannot be transferred, assigned or pledged in any manner except as an appurtenance to the respective Unit. The Association has all of the

rights and powers available to a non-profit corporation under the laws of the State of Florida, and in addition, the rights, powers and duties accorded to it by this Declaration. All expenses of the Association shall be assessed as Common Expenses of the Owners, as provided in its By-Laws.

2. Voting Rights in the Association. Each Owner shall be entitled to one vote in the Association for each Condominium Parcel owned by him, which shall be exercised only by that Owner or his proxy. If a person owns more than one Unit, he shall be entitled to one vote for each Unit owned. In the event a Unit is owned by more than one person or by a corporation, trust or other entity, the individual entitled to cast the vote for that Unit shall be designated by a certificate filed with the Secretary of the Association and signed by all joint owners of the Unit or by an authorized agent of the corporation or other entity.

3. Rights of Owners and Mortgagees. The Association shall at all times maintain a register setting forth the names of the Owners. In the event of the sale or transfer of any Condominium Parcel to a third party, the purchaser or transferee shall notify the Association in writing of his interest in the Condominium Parcel together with the recording information for the instrument by which such purchaser or transferee has acquired his interest. (See Article XI of this Declaration for restrictions on Unit transfer). The Owner shall notify the Association of any mortgages encumbering any Condominium Parcel, stating the amount of such mortgage or mortgages and the recording information. The holder of any mortgage encumbering any Condominium Parcel may notify the Association of the existence of any mortgage held by such party and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to it.

ARTICLE VII

MAINTENANCE, ALTERATION AND REPAIR

The responsibility for the maintenance and repair of the Condominium Property shall be as follows:

1. Association. The Association shall maintain, repair and replace:

(a) All Common Elements including but not limited to all boundary walls of the Units except interior surfaces, all portions of the Unit contributing to the support of the building, the outside walls of buildings, floor and ceiling slabs, load bearing walls, floor slabs of patios, balconies, balcony rails and all fixtures on the exterior.

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the Units, except those facilities which are the responsibility of the Owners to maintain, and all facilities contained within a Unit that service parts of the Condominium other than Units in which they are contained.

(c) All other items which the Board of Directors of the Association determines shall be maintained, repaired or replaced by the Association, in accordance with uniform policies, consistently applied.

The Association shall have such access to each Unit during reasonable hours as may be necessary for repair or maintenance of any Common Elements located therein or accessible therefrom and shall have such rights of access in emergencies as are necessary to prevent damage to a Unit or to the Common Elements.

2. Owner. The Owner shall:

(a) Maintain, repair and replace all portions of each Unit except the portions to be repaired and replaced by the Association. The areas to be maintained by the Owners shall include but not be limited to:

i. Heating and air-conditioning equipment within the Unit, and the ducts, pipes, wirings, controls, and other apparatus serving only that Unit, even though located outside the Unit boundary.

ii. All kitchen and bathroom fixtures, apparatus and equipment.

iii. All electrical, plumbing, telephone and television fixtures, apparatus, equipment outlets, switches, wires, pipes and conduits within the unfinished surfaces of the boundary walls of the Unit, and any such items serving only one Unit, even though located outside the Unit boundary.

iv. All doors and garage doors within the Unit, including those which open to the Unit from an entranceway or the outside, interior walls and partitions, wall decorations and built-in furniture, windows and window apparatus and glass, sliding glass doors, screens and screen supports.

(b) Not install any mechanical equipment which causes annoyance to the occupants of other Units.

(c) Not paint or otherwise decorate or change any portion of the exterior of the Unit building.

(d) Promptly report to the Association any defects or need for repairs for which the Association is responsible.

If any Owner shall fail to commence and diligently pursue the maintenance and repair required by this paragraph within ten (10) days after receiving written notice of his failure to do so from the Association, the Association shall have the right to make such repairs, maintenance or replacement at the expense of the Owner. If the Owner fails to reimburse the Association for such expenses upon demand, the Association shall have a lien for such expenses upon that Owner's Condominium Parcel.

3. Alteration and Improvements. Neither an Owner nor the Association nor any other party (except the Developer as specifically set forth herein) shall make any alteration, addition or removal of any of the portions of a Unit that are to be maintained by the Association, or do anything that will jeopardize the safety or soundness of the building or impair any easements without first obtaining unanimous approval in writing of Owners and mortgagees of record of all Units in which such work is to be done and of the

Board of Directors of the Association. A copy of plans for any such work which is to exceed \$5,000.00 in cost shall be prepared by an architect licensed to practice in Florida and shall be filed with the Association prior to the start of any such work.

4. Reconstruction or Repair After Casualty.

(a) Determination to reconstruct or repair. If any part of the Condominium Property shall be damaged by casualty, the Board of Directors of the Association shall determine as to each Unit whether or not it is tenantable after the casualty. If Units to which 50% or more of the Common Elements are appurtenant are found to be tenantable, the damaged property shall be reconstructed or repaired as provided herein. If Units to which less than 50% of the Common Elements are appurtenant are found to be tenantable, the Board of Directors shall:

i. Obtain reliable and detailed estimates of the costs to pay such costs.

ii. Give all Owners notice of the casualty specifying the above information and calling a meeting of Owners to be held within thirty (30) days from the date of the notice.

At the meeting, the Owners shall consider whether to repair or replace the damage or to terminate the Condominium. If Owners of 66 2/3% of the votes of the Association vote to repair or replace the damaged property, it shall be repaired or replaced. Otherwise, the Condominium shall be terminated without agreement as provided in Article XIII, paragraph 1.

(b) Responsibility. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the Condominium Property, and the Association shall have the

same rights as therein provided (Article VII, paragraph 2) to make repairs which are the responsibility of an Owner if that Owner fails to do so.

(c) Proceeds. If the damage is to be repaired, the Association shall make available the proceeds of insurance for such work. If the proceeds of insurance are not sufficient to reconstruct and repair the damaged property, assessments shall be made against the Owners responsible for the repair in sufficient amounts to provide funds for payment of such costs. Assessments for repair of a particular Unit shall be made against the Owner of that Unit. Assessments for repair of Common Elements shall be made against Owners in proportion to each Owner's share in the Common Elements.

(d) Disbursement of Funds. If the amount of the estimated costs of reconstruction and repair is less than \$10,000 and does not involve damage to structural parts of a building, the Board of Directors shall disburse funds for repair (insurance proceeds plus assessments) immediately upon their receipt. If the amount is \$10,000 or more, or involves damage to structural parts of a building, funds shall be disbursed by the Board of Directors: (i) only after the Board of Directors has approved the contractor to perform the repair work and the terms of the repair contract; and (ii) only to the extent that work is, in the judgment of the Board of Directors, satisfactorily completed.

Funds to repair damages for which the individual Owner is responsible shall be disbursed directly to that Owner unless there is a mortgagee endorsement as to any part of the insurance proceeds, in which event such insurance proceeds shall be disbursed jointly to the Owner and the mortgagee. All such disbursements shall be received in trust for use in the repair or replacement of the damaged Unit. All funds to repair damage for which the Association is responsible shall be disbursed directly by the Association for such repairs or replacements.

It shall be presumed that the first money disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If funds remain after payment of all costs of the reconstruction and repair, they shall be distributed to the beneficial owners, except that distributions of insurance proceeds to Owners whose mortgagees have a mortgagee endorsement as to the insurance proceeds shall be made payable jointly to the Owner and the mortgagee.

(e) Eminent Domain. The taking of a portion of a Unit or of the Common Elements by eminent domain shall be deemed to be a casualty. All awards payable due to such taking shall be paid to the Association and deemed to be proceeds from insurance on account of the casualty. If the casualty of eminent domain causes the Condominium to be terminated pursuant to paragraph 4(a) of this Article, then all awards shall be distributed as provided therein. If the casualty does not cause the Condominium to be terminated, all such awards shall be used as follows:

i. If the taking reduces the size of a Unit and in the judgment of the Board of Directors the remainder can be made tenantable, the award attributable to the taking of the Unit shall be used to make the Unit tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Unit Owner. If the award exceeds the costs, the balance shall be paid to the Unit Owner or if a mortgagee is shown on the mortgagee roster, jointly to the Owner and the mortgagee.

ii. If the taking destroys or so reduces the size of a Unit that in the judgment of the Board of Directors it cannot be made tenantable, the award attributable to that Unit shall be paid entirely to the Unit Owner, or if a mortgagee is shown on the mortgagee roster, jointly to the Owner and the mortgagee. Upon payment of such proceeds, the Owner shall convey his entire interest in that

Parcel to the remaining Unit Owners in undivided shares in proportion to the ownership interests of those Owners in the Common Elements and, if the condemnation award paid with regard to such taking is less than the fair market value of the Unit, then the remaining Unit Owners shall pay the conveying Owner the difference between the fair market value of the Unit and the amount of the condemnation award, sharing such payments in proportion to their respective ownership interests in the Common Elements. Thereupon, the remaining portion of the Unit shall become a part of the Common Elements and shall be placed in condition for use by all of the remaining Owners in a manner approved by the Board of Directors, the cost of such work being a Common Expense. The shares in the Common Elements appurtenant to the remaining Units of the Condominium shall be equitably adjusted to distribute the ownership of the Common Elements among the reduced number of Owners on the same basis as such ownership is established in this Declaration.

The changes in Units, in the Common Elements and in the ownership of Common Elements which result from or are necessitated by eminent domain shall be evidenced by an amendment of this Declaration, which shall be approved only by majority of all directors of the Association. The amendment shall be recorded at the expense of the Association in the Public Records of the County where the Property is located.

iii. If part of the Common Elements are taken, all awards attributable to such taking shall be distributed to the Association which shall use such awards to repair or replace the Common Elements to the extent possible. If the award exceeds the cost of repair or replacement, the excess shall be retained by the Association and become a part of the Common Surplus.

ARTICLE VIII

INSURANCE

The insurance, other than title insurance, which shall be carried on the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

1. Authority to Purchase. Insurance policies upon the Condominium Property shall be purchased by the Association, and provision shall be made for the issuance of certificates of mortgagee endorsements to mortgagees of Units. The master policies and copies of all endorsements shall be held by the Association. At their own expense, Owners may obtain such additional insurance coverage as they desire, upon their Condominium Parcels or their own personal property, for the contents and portions of the Units for which they are responsible, and for their personal liability and living expense.

2. Coverage. The Association shall obtain casualty insurance upon all buildings and improvements upon the Property and all personal property included in the Common Elements in an amount equal to its maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors, but subject to such deductible clauses as are required in order to obtain coverage at reasonable costs. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks including, without limitation, vandalism and malicious mischief, as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. The Board of Directors shall obtain such other insurance coverage for the Association as it deems desirable or required by law including, without limitation, workers' compensation and public liability insurance.

3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that any increase in premiums occasioned by use of a Unit other than as a residence, or by misuse, occupancy or abandonment of a Unit or of the Common Elements shall be assessed against the responsible Owner. If requested to do so, the Association shall furnish evidence of payment of premiums to each mortgagee listed in the register of mortgagees.

4. Proceeds. All proceeds of insurance policies purchased by the Association shall be payable to the Association. The Association shall hold such proceeds in trust, to be distributed as provided herein.

5. Association as Agent. The Association is irrevocably appointed agent for each Owner and for each mortgagee or other lien holder 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.

6. Notice of Actions. If any action shall be brought against the Association which might result in a judgment for an amount greater than the insurance coverage carried by the Association, then the Unit Owners shall be given prompt notice of the action and shall have the right to intervene and defend their interests.

ARTICLE IX

ASSESSMENTS AND LIENS

1. Budgets. The members of the Association, by majority vote of all Unit Owners, shall approve annual budgets of projected expenses for each fiscal year and assess each Owner for his proportionate share of such expenses, as provided in the By-Laws.

2. Liability for Assessments. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the Unit Owner. Whenever a Unit is conveyed in a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.

When the mortgagee of a first mortgage of record or other purchaser of a Unit obtains title as a result of foreclosure of the first mortgage, or as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the share of Common Expenses or assessments by the Association pertaining to the Unit or chargeable to the former Owner which became due prior to such acquisition of title unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer and his successors and assigns. However, such acquirer of title is not excused from liability for assessments against such Unit which come due after acquisition of title to the Unit.

3. Payment of Assessments; Lien for Unpaid Assessments. Each Unit Owner's assessment for his Condominium Parcel shall be due and payable to the Association in twelve (12) equal monthly installments in advance unless some other payment schedule is adopted by the Board of Directors. If necessary to cover unanticipated expenditures which may be incurred during the fiscal year, the Board of Directors may, as provided in the By-Laws, levy special assessments against Unit Owners in proportion to their share of the Common Expenses and may require Owners to maintain a minimum balance on deposit for working capital and other contingent expenses. In addition, the

Board of Directors may assess Owners for certain expenses attributable solely to their Unit. Such assessments may be for costs specifically provided herein (such as reconstruction or repair after casualty) or may be in the discretion of the Board of Directors.

Any assessments provided for in this Declaration which are not paid when due shall bear interest from the due date until paid at the maximum rate allowed by law or such lower rate as the Board of Directors shall determine, shall be subject to a late charge as may be set and uniformly applied by the Board of Directors and shall entitle the Association to an attorney's fee in the collection thereof. The Association shall have a lien on each Condominium Parcel for any assessment, interest, late charge, expenses, and attorneys fees provided for in this Declaration. Such liens shall not attach until a notice of lien is recorded in the public records of the County in which the Property is located, and a copy thereof is furnished to the record Owner of the Condominium Parcel. In addition, the Association shall have all other rights and remedies provided by this Declaration, the By-Laws, the Condominium Act and other applicable laws for the collection of the above, or the enforcement of its liens.

ARTICLE X

USE RESTRICTIONS

The use of the Condominium Property shall be in accordance with the following provisions so long as the condominium and the condominium buildings exist in a useful condition on the Property:

1. Single-Family Residences. The Condominium Property shall be used only for single-family residences and for the furnishing of related recreational facilities for the enjoyment of such residents. Accordingly, each of the Units shall be occupied by a single family only, and their guests, as a residence and for no other purpose. Except as reserved to the Developer before sale, no Unit may be divided or subdivided into a smaller Unit, nor shall any portion

thereof be sold or otherwise transferred, without first properly amending this Declaration to show the resulting changes in the Units. The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Owners and occupants of the Units.

2. Lawful Use; Nuisances. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Condominium Property shall be observed by all Owners and occupants. No nuisances shall be allowed upon the Condominium Property, nor any use or practice which annoys or interferes with residents. No loud or objectionable noises or odors which may disturb adjacent Units shall be permitted. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No Owner shall make or permit any use of his Condominium Parcel which will increase the rate of insurance upon the Condominium Property.

3. Regulations. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board of Directors of the Association, provided that they do not conflict with this Declaration or the By-Laws of the Association. Copies of such regulations shall be furnished by the Association to all Owners and residents of the Condominium upon request. By acceptance of title to or possession of their Units, all Owners and residents agree to abide by the regulations and By-Laws of the Association. The Board of Directors or its designated agent shall have the right, without a breach of the peace, to enter any Unit after reasonable advance notice at any reasonable time to determine compliance with the Condominium Act, this Declaration, the By-Laws and the regulations of the Association.

4. Signs. No signs shall be displayed from a Unit or on the Common Elements except those which have advance written approval from the Association.

ARTICLE XI

TRANSFER OF UNITS

In order to preserve the value of the Condominium and to maintain a community of congenial residents, the transfer of the Units shall be subject to the following paragraphs so long as the buildings in useful condition exist upon the land. Each Owner, by acceptance of his Unit, covenants to observe such restrictions:

1. Transfers Subject to Approval. All transfers of a Condominium Parcel or any interest therein (including without limitation sales, assignments or other transfers, but excluding leases and rentals) shall be subject to the approval of the Association, which shall act through the Board of Directors, except the following:

(a) Transfer of a Condominium Parcel or interest therein by gift without consideration; and

(b) Transfer of a Condominium Parcel or interest therein by devise or intestate succession.

2. Notice. Each Owner desiring to transfer his Condominium Parcel in a manner subject to this Article (the Transferring Owner) shall first give the Board of Directors written notice of the proposed transfer specifying the name and address of the intended transferee, his business or occupation, financial and character references, the terms of the proposed transfer including copies of contracts providing for the transfer, and such other information as the Board of Directors may reasonably request (all such information is herein called the "Notice").

3. Options of Association. The Board of Directors shall have fifteen (15) days from receipt of the Notice to approve or disapprove the transfer. If approved, the Board shall furnish a certificate of approval to the Transferring Owner as provided herein. If the Board elects to disapprove the transfer, the Association shall have the following options:

(a) If the proposed transfer is a sale, the Association shall have the option to purchase the Transferring Owner's interest in the Parcel upon the same terms as provided in the Notice.

(b) If the proposed transfer is an assignment or other transfer (other than a sale), the Association shall have the option to acquire the Transferring Owner's interest on the same terms as stated in the Notice, or to require that the transfer not be made.

4. Exercise of Options. Upon receipt of the Notice, the President of the Association shall call a meeting of the Board of Directors to consider the proposed transfer. At that meeting:

(a) If the transfer is approved by a majority of Directors, the Board shall furnish a certificate of approval to the Transferring Owner, authorizing him to proceed with the transfer. If not approved by a majority of the Directors, the proposed transfer shall be deemed disapproved.

(b) If a proposed sale is disapproved, the Board shall promptly give written notice to the Transferring Owner stating its disapproval, and electing to exercise the Association's option to acquire the Parcel on the same terms as stated in the Notice. The transfer to the Association or its assignee shall be closed within thirty (30) days thereafter upon the same terms as stated in the Notice. The Board of Directors shall have authority to make mortgage or other financing arrangements, to make assessments proportionately upon the Owners and to do other things as may be deemed necessary to close and consummate the transfer of the Condominium Parcel to the Association.

(c) If a transfer other than a sale is disapproved, the Board shall consider whether to exercise the Association's option to acquire the Parcel on the same terms as stated in the Notice, or to require the Transferring Owner not to make the proposed transfer.

If the acquisition of the Parcel is approved by a majority of Directors, the Transferring Owner shall be furnished written notice of the Association's election to acquire the Parcel and the acquisition by the Association or its assignee shall be closed within thirty (30) days thereafter on the same terms as provided in the Notice. If the acquisition of the Parcel fails to be approved by a majority of Directors, the Board shall be deemed to have elected to require the Transferring Owner not to make the proposed transfer. The Transferring Owner shall be promptly informed of this election by the Board and shall not make the proposed transfer.

(d) If the Board of Directors fails to give the Transferring Owner any notice of its elections within fifteen (15) days after receipt of the Notice, the Transferring Owner may proceed to close the proposed transfer with the named transferee only, at any time within the next ninety (90) days at the price and on the terms stated in the Notice. The Board shall within a reasonable time after the transfer furnish to the transferee a certificate of approval of the transfer which he may record in the public records of the county in which the property is located, at his expense. If the Transferring Owner fails to close the transaction within the ninety (90) day period, upon the terms stated in the Notice, his Condominium Parcel shall again become subject to the Association's right of approval as herein provided.

5. Form of Documents; Association Expenses. No Owner shall enter into any contract or other document providing for transfer of any interest in a Unit unless such document specifically provides that the transfer is subject to the rights of the Association contained in this Article, and further provides that the contracting parties shall indemnify the Association against any costs or expenses, including reasonable attorney's fees at trial or upon appeal, incurred by the Association and arising out of such documents, disputes relating thereto or the enforcement of the Association's rights

granted in this Declaration. If any Owner fails to include such provisions in any contract or other document, that Owner shall so indemnify the Association, and the Association shall have a lien upon that Owner's Unit for its costs and expenses, including reasonable attorney's fees at trial or upon appeal.

All deeds or other instruments by which any interest in a Condominium Parcel is transferred in a transaction subject to this Article shall expressly provide that the transferee shall comply with all the rules and regulations of the Association and the terms of this Declaration so long as he owns any interest in the Condominium Parcel, and that he shall not sell or otherwise transfer his interest in the Condominium Parcel without first granting to the Association the same rights as are contained herein.

6. Costs. No fees shall be charged in connection with approval or disapproval of any transfer of a Unit, except that an Owner required to give the Notice may be required to pay the expenses of the Association in obtaining a credit report upon the prospective purchaser. Such expenses for which the Owner is responsible shall not exceed fifty dollars.

7. Unauthorized Transactions. If any Owner shall attempt to transfer any interest in his Condominium Parcel without complying with the foregoing provisions, the Association shall have all the remedies provided herein or under the laws of the State of Florida, including without limitation, the right to specific performance of the right of first refusal, and the right to injunctive relief preventing the proposed transfer. The Association shall also have the right to purchase or acquire the transferred interest from the new Owner, upon the same terms and conditions as those by which the new Owner acquired such interest. If the Association elects to exercise this right, it may require the purchaser or transferee to convey his interest in the Condominium Parcel to the Association or its duly selected assignee, upon the terms and conditions herein set forth.

8. Transfer by the Association. If the Association acquires an interest in any Condominium Parcel, the Board of Directors shall have the authority at any time thereafter to sell, lease or otherwise transfer such interest in the Condominium Parcel on behalf of the Association upon such terms as the Board of Directors shall deem advisable, without the necessity of complying with the foregoing provisions relating to the Association's right of first refusal, and all net proceeds or deficits therefrom shall be distributed to, or assessed to, the Owners in accordance with their ownership interest in the Common Elements.

9. Exceptions. The foregoing provisions of this Article shall not apply to a transfer to or purchase by a mortgagee of record which acquires its title as the result of foreclosure of a mortgage, whether the title is acquired by deed from the mortgagor, his successor or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by that mortgagee. In addition, the foregoing provisions shall not require approval of a purchaser who acquires title to a Condominium Parcel at a duly advertised public sale with open bidding which is provided by law, including but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

ARTICLE XII

AMENDMENTS TO DECLARATION

Article V and any other article in this Declaration affecting the rights of the Developer shall not be subject to amendment without the consent of the Developer. Article XIII entitled "Termination" may not be amended without the consent of all Owners and mortgagees of record. No amendment shall change any Unit or its appurtenant share in the Common Elements, Surplus and Expenses, or materially alter or modify the appurtenances to the Unit, except in accordance with Section 718.110(4), Florida Statutes. No amendment may change Article VIII entitled "Insurance" nor Article VII,

paragraph 4, entitled "Reconstruction or Repair After Casualty," unless all mortgagees of record shall join in the execution of the amendment.

Except as provided above, the consent of the Owners of at least 67 percent of the Units and the approval of mortgagees of at least 51 percent of the Units shall be required to add or amend any material provisions of the Condominium Documents which establish, provide for, govern or regulate any of the following:

- a. Voting;
- b. Assessments, assessment liens or subordination of such liens;
- c. Reserves for maintenance, repair and replacement of the Common Elements or Units;
- d. Rights to use of the Common Elements;
- e. Responsibility for maintenance and repair of the several portions of the Condominium Property;
- f. Expansion or contraction of the Condominium Property or the addition, annexation or withdrawal of property to or from the Condominium, except as described in Article II.
- g. Imposition of any further right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit;
- h. Any provisions which are for the express benefit of mortgage holders or insurers or guarantors of first mortgages on Units.

Subject to the above provisions, this Declaration of Condominium may be amended as follows:

1. Until the election of a majority of the Board of Directors by the Owners as provided in Article V, this Declaration may be amended by vote of all the Directors.

2. After the election of a majority of the Board of Directors by the Owners, this Declaration may be amended at a meeting of the members of the Association. Amendments may be proposed by the Board of Directors or by individual members of the Association. Proposals shall be submitted in writing to the President of the Association who, upon receipt, shall call a meeting of the Association to consider the proposed amendment. The meeting shall be held within thirty (30) days after receipt by the President of the proposed amendment. Notice of the meeting specifying the proposed amendment shall be furnished in accordance with the By-Laws of the Association. At the meeting, the proposed amendment shall be adopted if approved by not less than two-thirds of the votes of the entire membership of the Association.

After adoption of any amendment pursuant to this Article, the officers of the Association shall execute and record in the public records of the county in which the Property is located, a certificate that the amendment was duly adopted. The amendment shall be effective when the certificate and a copy of the amendment are duly recorded.

ARTICLE XIII

TERMINATION

The Condominium may be terminated in the following ways:

1. Destruction. In the event it is determined pursuant to Article VII, paragraph 4(a) that the condominium buildings shall not be reconstructed after damage, the Condominium will be thereby terminated without agreement.

2. Agreement. The Condominium may be terminated by the approval in writing of all the Owners and mortgagees of record.

3. Termination by Purchase of Dissenting Owner's Units. If members holding a majority of votes in the Association desire termination, they may make a written request to the President of the Association for a meeting of the members to consider termination. Notice of the meeting shall be furnished as provided in the By-Laws. If the termination is approved at the meeting by a vote of not less than two-thirds of the votes of the Owners, and if the consent of all mortgagees of record is obtained in writing not later than sixty (60) days from the date of the meeting, then the approving Owners shall have an option to buy all (but not less than all) of the Condominium Parcels of the non-approving Owners for the period ending on the sixtieth day from the date of the meeting. Approval of termination by an Owner at such a meeting shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be permanently irrevocable.

The above option shall be exercised by delivery of the following instruments in person or by registered mail to each Owner of the Condominium Parcels to be purchased:

(a) A certificate executed by the President and Secretary of the Association certifying that the option to purchase has been exercised as to all Condominium Parcels owned by non-approving Owners. The certificate shall state the names of the Owners exercising the option, the Parcels owned by them and the Parcels being purchased by each of them.

(b) An agreement to purchase upon the terms herein stated, the Condominium Parcel of the Owner receiving the notice, which agreement shall be signed by the purchasing Owner.

The price for each Condominium Parcel purchased pursuant to this Article shall be its fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of the items specified above. In the absence of agreement as to price, it shall be determined by arbitration in accordance with Article XIV below, and the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association. If the appraisers cannot reach agreement upon the market value of the Condominium Parcel, then the market value shall be the average of the values reached by the two appraisers. A judgment of specific performance of the purchase based upon the determination of the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid equally by the purchaser and seller. The sale price shall be paid in cash, or upon terms approved by the seller and the Association and the sale shall be closed within twenty (20) days following the determination of the sale price. The closing of the purchase of all the Condominium Parcels subject to the above option shall effect a termination of the Condominium without further act except the filing of the certificate hereafter required.

4. Certificate. The termination of the Condominium in any of the foregoing ways shall be evidenced by a certificate of the Association executed by the President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of the County in which the Property is located.

5. Shares of Owners After Termination. After termination of the Condominium, the Owners shall own the Condominium Property and all assets of the Association, including the right to insurance proceeds, if any, as tenants in common in undivided shares, and

their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Owners. Such undivided shares of the Owners shall be the same as the undivided shares in Common Elements appurtenant to the Owners' Units prior to the termination. Following termination, any Owner may request distribution to him of his proportionate share in all liquid assets of the Association, but Owners shall not have the right to partition the Property and by their acceptance of this Declaration shall be deemed to have waived such right to partition.

ARTICLE XIV

ARBITRATION

1. When Used. The process of arbitration as herein set forth shall be used to determine the fair market value of a Unit for purposes of sale pursuant to Article XIII and when any controversy arises as to the construction of or compliance with any provision of this Declaration.

2. Procedure. Any party to a controversy subject to arbitration hereunder may institute proceedings upon written notice delivered to the other parties in person or by certified mail, which shall reasonably identify the subject of controversy. Within fifteen (15) days from receipt of such notice, each party shall name and appoint one arbitrator. If any party fails to appoint an arbitrator within the above period, the party having made his appointment shall appoint a second arbitrator. The two appointed arbitrators shall then appoint a third. Upon their failure to appoint a third arbitrator within a reasonable time, application may be made by either party to the Circuit Court of the County in which the Property is located for such appointment.

The arbitrators shall select the time and place for hearing on the controversy, and shall notify the parties of the time and place by written notice delivered in person or by registered mail at least five (5) days prior to the hearing. The hearing shall be conducted by all of the arbitrators, but a majority may determine any question and render a final decision and award. The arbitration shall be conducted according to the rules of the American Arbitration Association except where they specifically override or contradict the laws of the State of Florida.

The decision and award of the arbitrators shall be in writing signed by all of the arbitrators and delivered to the parties in person or by certified mail within a reasonable time after the final hearing day. Such decision shall be binding on all parties and shall be specifically enforceable in any court of competent jurisdiction. The fees of the arbitrators and the costs and expenses incurred in the arbitration shall be paid equally by the parties. Each party shall be responsible for paying the fee of his own counsel.

ARTICLE XV

SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any article, paragraph, section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Articles of Incorporation, By-Laws or Regulations of the Association or any other document governing the Condominium shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 20th day of July, 19 83.

Signed, sealed and delivered
in the presence of:

Janet M. Nalley
Janet A. Nalley

SEAWINDS DEVELOPERS, a Florida
general partnership

By: Seawinds Enterprise, a Florida
general partnership, its Partner

By: Frankayla, Inc., a Florida
corporation, its Partner

By: F. Frank Douglas
F. Frank Douglas
Its President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing Declaration was acknowledged before me this 20th day of July, 1983, by T. FRANK DOUGLAS, President of Frankayla, Inc., a Florida corporation, as a partner of Seawinds Enterprise, a Florida general partnership, as a partner of Seawinds Developers, a Florida general partnership.

Wanda B. Anderson
Notary Public, State of Florida
at Large

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 25, 1985

CONSENT OF MORTGAGEE

The undersigned, pursuant to Section 718.104(3), Florida Statutes, hereby consents to the foregoing Declaration of Condominium of Sea Winds Condominium.

Witnesses:

Daty A. Hill
Linda Charles

DUVAL FEDERAL SAVINGS & LOAN
ASSOCIATION

By Dorothy Jean Fran
Its Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing consent was acknowledged before me this 20th day of July 20th, 1983, by Dorothy Jean Fran, as Vice President of Duval Federal Savings and Loan Association, for and on behalf of said banking association.

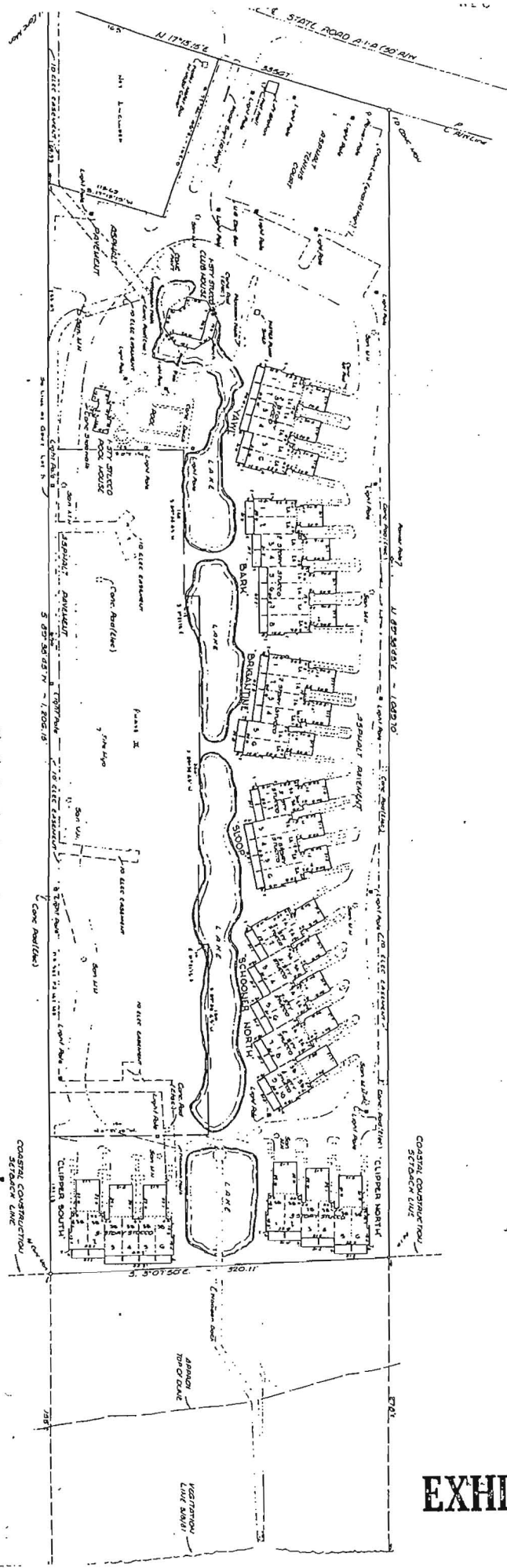
Daty A. Hill
Notary Public, State of Florida
at Large.

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Feb. 17, 1986
Bonded by American Fire & Casualty Company

[Notarial Seal]

MAP SHOWING
A3-BUILT SURVEY OF PHASE I, SEA WINDS CONDOMINIUM
A PART OF GOVERNMENT LOT 5, SECTION 5, TOWNSHIP 8
SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA.



CERTIFICATION:

This is to certify that the construction of the improvements is substantially in accordance with the approved plans and specifications, and that the same are in conformity with the provisions of the laws of the State of Florida relating to the construction of improvements on real property, and that the same are in conformity with the provisions of the laws of the State of Florida relating to the construction of improvements on real property, and that the same are in conformity with the provisions of the laws of the State of Florida relating to the construction of improvements on real property.

Signed this 20th day of July 22, 1983

L.D. Bradley
L.D. BRADLEY
Registered Land Surveyor

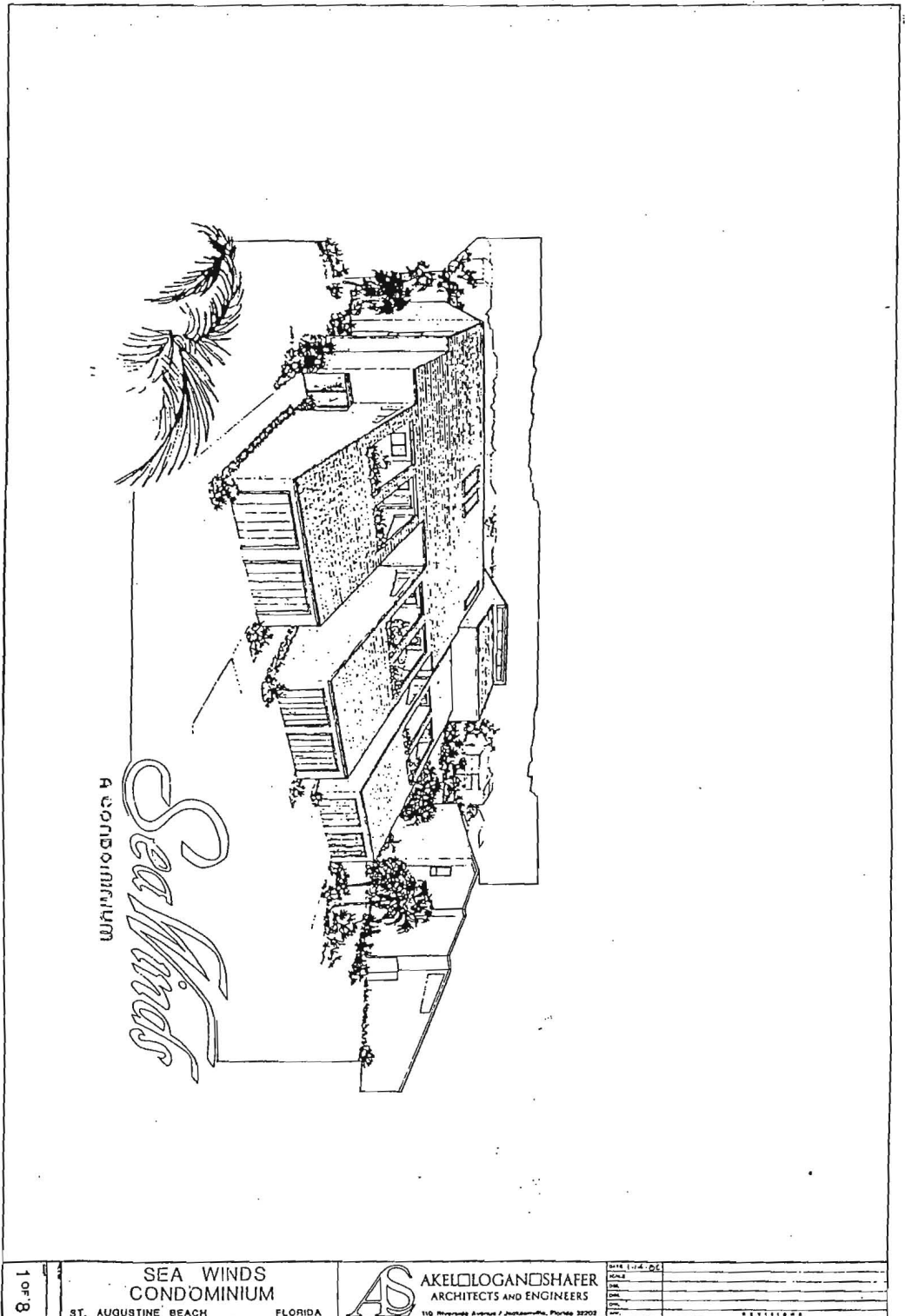


NOTES:
1. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.

L.D. BRADLEY - LAND SURVEYOR
3518 RAMONA BLVD.
JACKSONVILLE, FLA.

EXHIBIT A

EXHIBIT A



1 of 8

SEA WINDS
CONDOMINIUM
ST. AUGUSTINE BEACH FLORIDA

AS AKEL LOGAN SHAFER
ARCHITECTS AND ENGINEERS
110 Riverside Avenue / Jacksonville, Florida 32202

DATE	DESCRIPTION
1-14-02	

EXHIBIT A

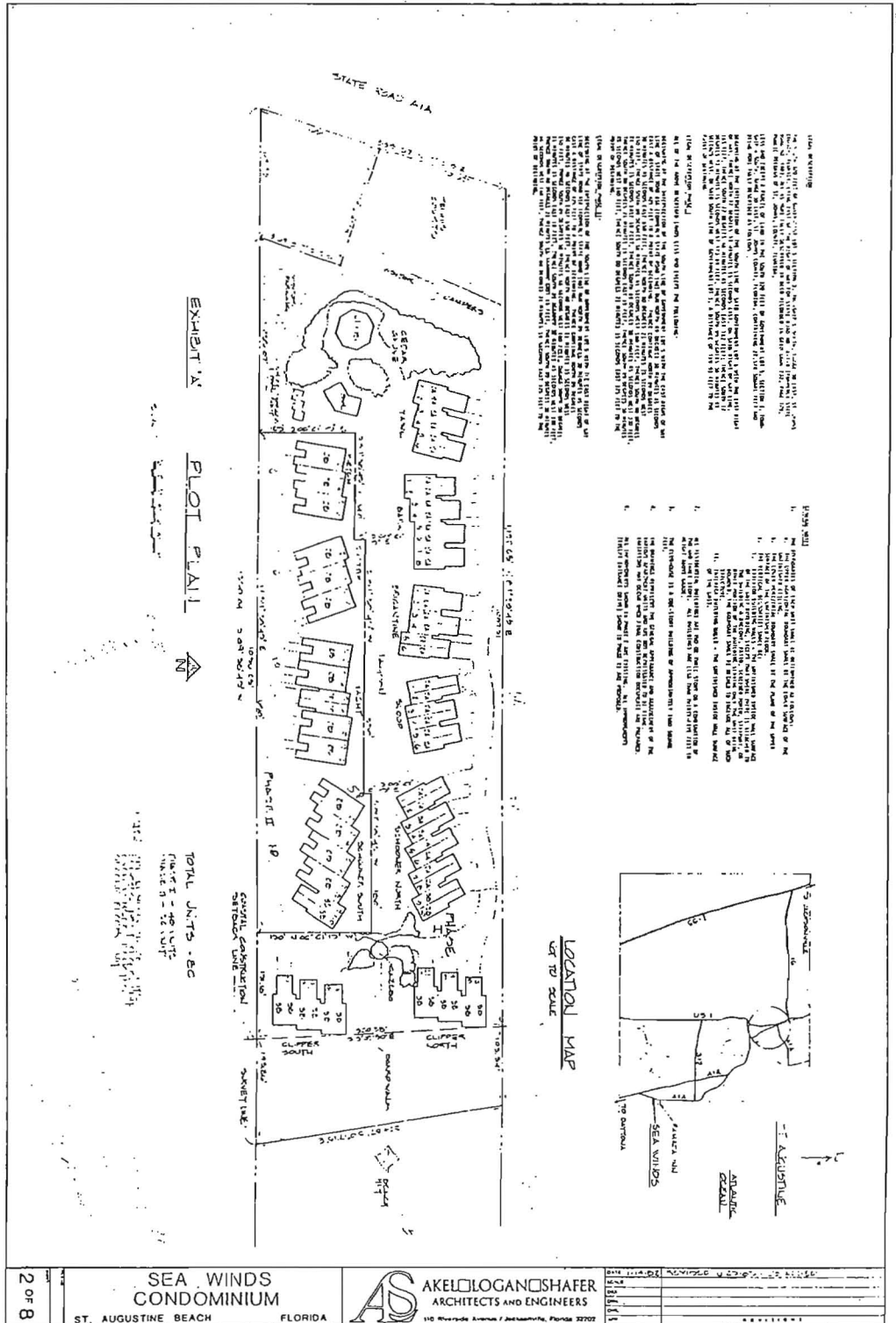
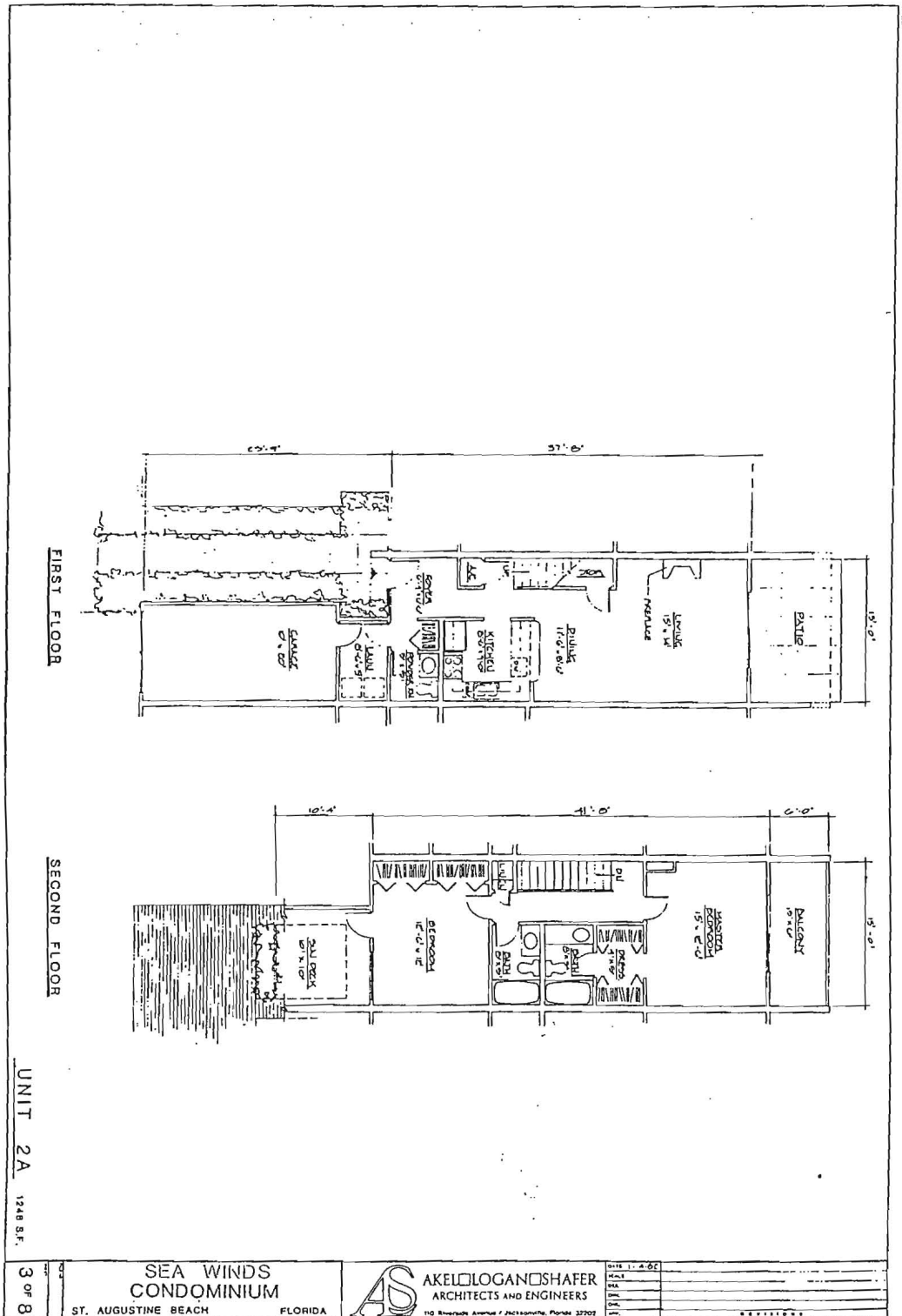
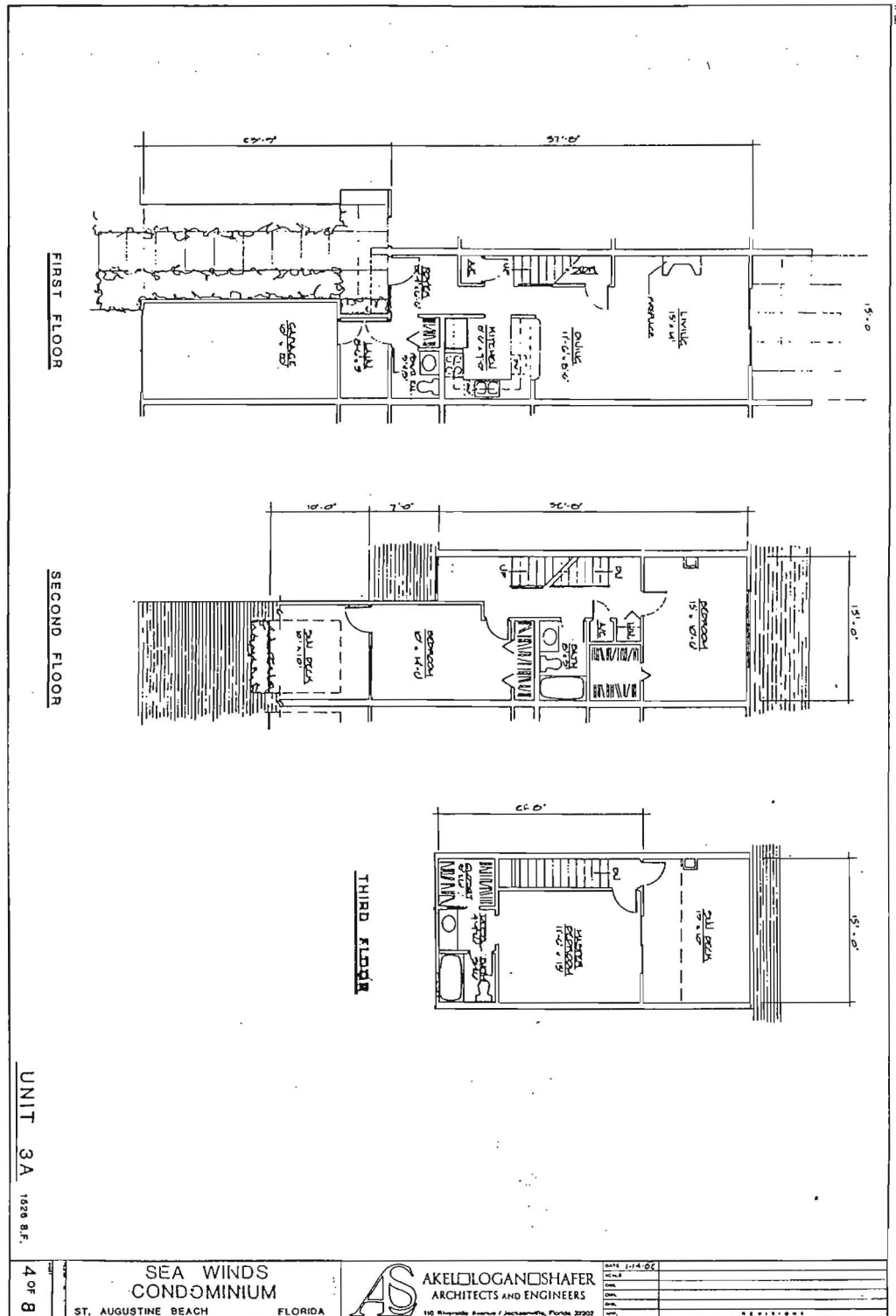
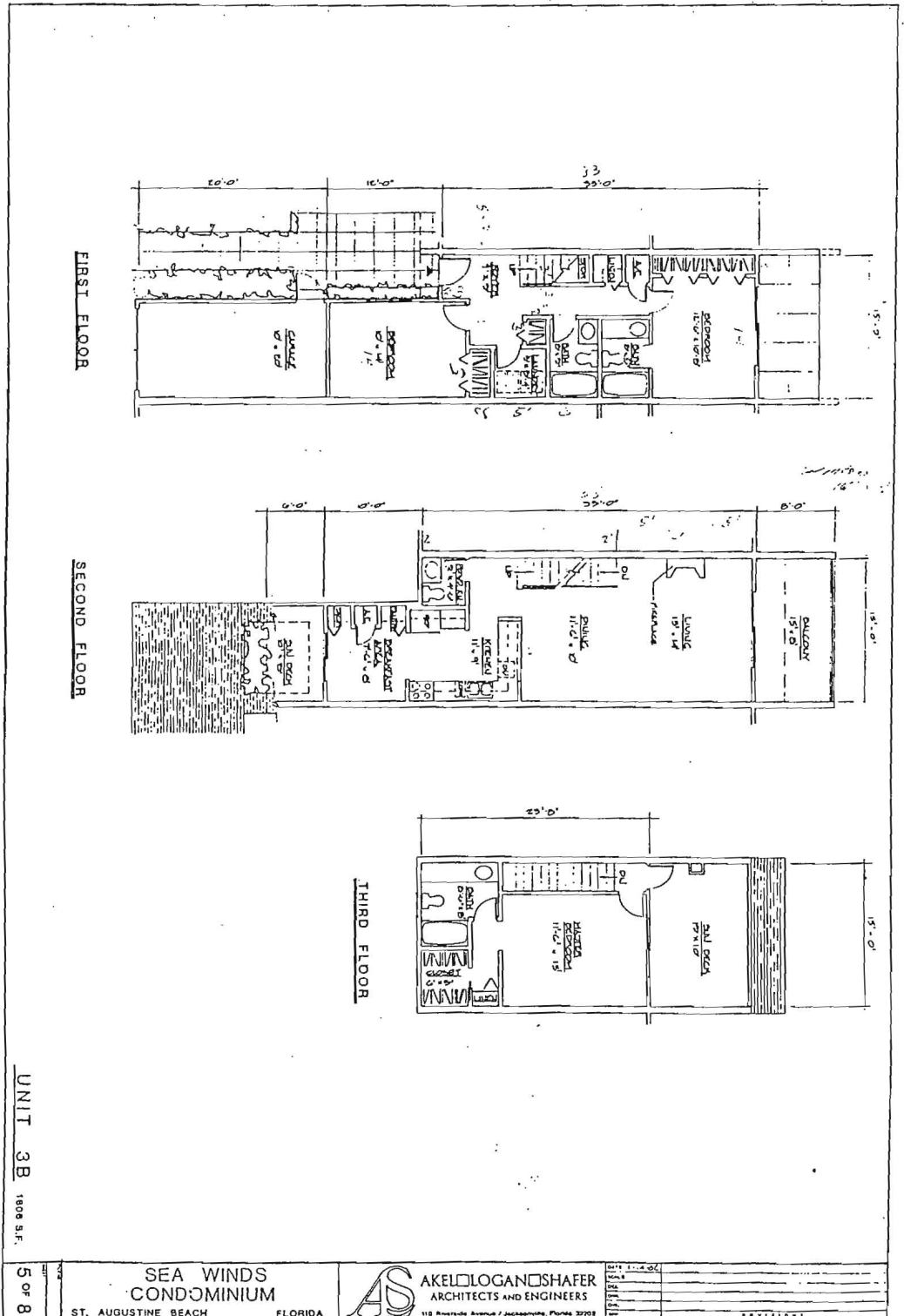
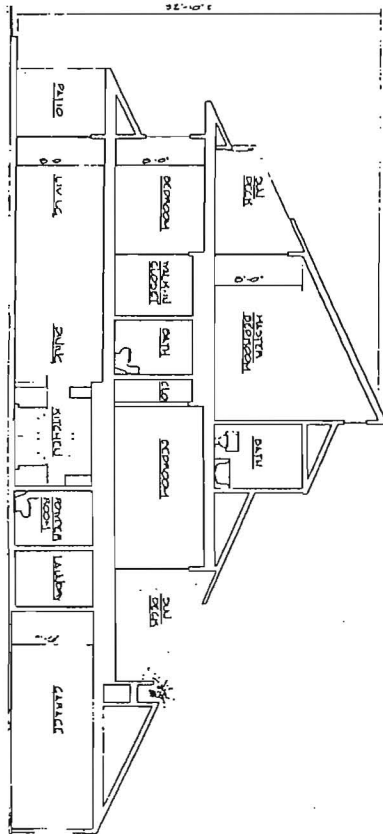


EXHIBIT A

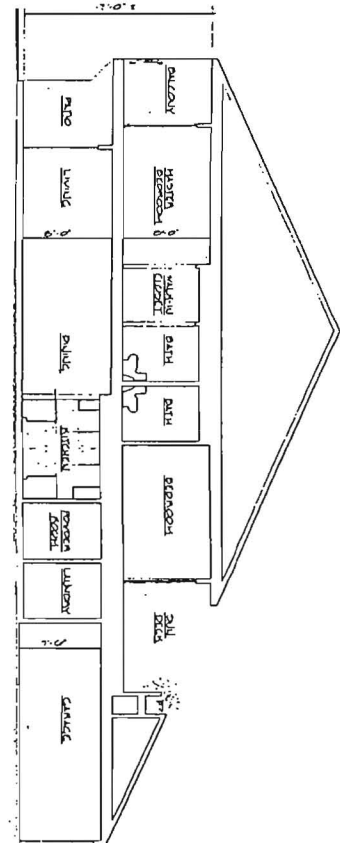








TYPICAL SECTION - UNIT 3A



TYPICAL SECTION - UNIT 2A

DATE	01-01-02
BY	
CHECKED	
SCALE	
PROJECT	
NO.	

