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This instrument prepared by and return to:
Jackson Law Group, LL.M., P.A.
1301 Plantation Island Drive, Suite 304
St. Augustine, FL 32080

**DECLARATION OF CONDOMINIUM
FOR
VILLAGES OF SELOY, A CONDOMINIUM**

THIS DECLARATION is made this 25th day of July, 2014, by UNIFLORIDA IV, LLC, a Florida limited liability company, its successors or assigns ("Declarant"), and joined by Villages of Seloy Condominium Association, Inc., a Florida not-for-profit corporation ("Association").

RECITALS:

WHEREAS, Villages of Seloy is located in St. Johns County, Florida, and is legally described on **Exhibit "A"** attached hereto.

WHEREAS, Declarant owns and intends to develop Villages of Seloy as a fifty-five (55) years of age and older residential condominium community in St. Johns County, Florida.

WHEREAS, Declarant has deemed it beneficial for the efficient preservation of the values and amenities as established and defined herein to create a not-for-profit corporation pursuant to Chapters 617 and 718 of the Florida Statutes, called Villages of Seloy Condominium Association, Inc., which Association has joined in this Declaration and to which there has been and will be delegated, assumed, and assigned certain powers and duties of operation, administration, maintenance, and repair of portions of Villages of Seloy, including the collection and disbursement of the Operating Expenses, as defined herein, all of which is more particularly set forth herein.

WHEREAS, Declarant intends to develop Villages of Seloy in multiple phases and desires to impose these protective covenants, conditions, and restrictions only upon the land legally described on **Exhibit A** attached hereto and shall be referred to as "Committed Property," and upon such future phases as may be, but not required or obligated to be, added by the Declarant.

THEREFORE, Declarant declares that the Committed Property described in **Exhibit A** is and shall be owned, used, sold, conveyed, encumbered, demised, and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens, liens, and all other provisions of this Declaration, all as set forth or incorporated herein, which shall run with such land and be binding on all parties having any, or who in the future shall have any, right, title, or interest in such lands or any portion thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner (as defined herein) thereof.

ARTICLE I
DEFINITIONS

The following words and phrases when used in this Declaration shall have the following meanings unless the context prohibits or indicates otherwise:

- (a) "Act" means the Condominium Act (Chapter 718 of the Florida Statutes) as it exists

on the date of this Declaration.

(b) "Articles" means the Articles of Incorporation of Villages of Selyo Condominium Association, Inc., as attached hereto as **Exhibit C**, as may be amended from time to time.

(c) "Assessment" means the share of Association Expenses assessed from time to time against a Unit and the Owner(s) thereof, and which if not paid may result in a lien against the Unit.

(d) "Assessment Period" shall be the same period of time as a calendar year, from January 1 to December 31 of any given year.

(e) "Association" means Villages of Selyo Condominium Association, Inc., a Florida not-for-profit corporation, which is responsible for the maintenance and operation of the community as more fully set forth in the Articles of Incorporation and herein, and in which membership is made up of Unit Owners or their agents, and in which membership is a mandatory condition of Unit ownership.

(f) "Association Expenses" means the expenses and charges described herein which are incurred or to be incurred by the Association and assessed or to be assessed against the Units and Unit Owners through regular or special assessments.

(g) "Association Property" means any property, whether real or personal, which is owned or leased by, or is dedicated by a recorded plat to, the Association for the benefit of its members.

(h) "Board" or "Board of Directors" means the board of directors of Villages of Selyo Condominium Association, Inc.

(i) "Building" means a structure in the Villages of Selyo that contains attached improvements which share one or more common walls and a common roof.

(j) "Bylaws" means the Bylaws of the Villages of Selyo as may be amended from time to time, which are attached hereto as **Exhibit D**.

(k) "Committed Property" means the property described in **Exhibit A** attached hereto and any additional property hereafter made subject to this Declaration by the Declarant filing a Supplemental Declaration. Committed Property shall be owned, used, sold, conveyed, encumbered, demised, and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens, liens, and all other provisions of this Declaration, all as set forth or incorporated herein, which shall run with such land and be binding on all parties having any, or who in the future shall have any, right, title, or interest in such lands or any portion thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

(l) "Committee" means a group of Board members, Unit Owners, or both, appointed by the Board or the Officers of the Association and who perform those functions as set forth herein or as authorized by the appointing Board or Officers.

(m) "Common Element" means those portions of Property owned, leased, or used by the Association and devoted to the common use and enjoyment of all Owners, together with any improvements thereon, including without limitation: signage, landscape buffers, sidewalks, parking areas, easements, certain utilities and open spaces, and other portions of Property as more fully set

forth herein or that may be acquired and designated as such by the Association. Common Element shall also include within its meaning the following:

- i. The Condominium Property that is not included within the Units;
- ii. Easements through Units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to Units and the common elements;
- iii. An easement of support in every portion of a Unit that contributes to the support of a building;
- iv. The property and installations required for the furnishing of utilities and other services to more than one Unit or to the common elements.
- v. Any other parts of the Condominium Property designated as such herein.

(n) "Common Expenses" means the expenses of administration, maintenance, operation, repair, replacement, or protection of the Common Elements and Association Property. Common Expenses shall also include the costs of carrying out the powers and duties of the Association and any other expense, whether or not included in this definition, designated as a common expense by the Act, this Declaration, the Articles, or the Bylaws. In addition, Common Expenses shall include any expense associated with repairing or rebuilding Association Property that is covered by the Association's insurance policy and damaged by a casualty, including any deductible amount of such policy, along with any amount that exceeds the proceeds from a claim on such policy.

(o) "Common Surplus" means the excess of all receipts collected by or on behalf of the Association, including but not limited to Assessments, rents, revenues, fines, fees, and profits, which exceed the Common Expenses.

(p) "Condominium Property" means the lands, leaseholds, and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

(q) "Conservation Easement" means those areas depicted on the Plat as a conservation area or conservation easement, which shall be maintained by the Association consistent with the terms and conditions of the Conservation Easement, with such maintenance constituting a portion of the common expenses of the Association.

(r) "County" means St. Johns County, Florida.

(s) "Declarant" means UNIFLORIDA IV, a Florida limited liability company, and its designees, successors, and assigns. Declarant may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with certain portions of the Property. In the event of a partial assignment, the assignee shall not be deemed a Declarant, but may exercise those rights of Declarant specifically assigned to it. The rights of the Declarant under this Declaration are independent of the Declarant's rights to control the Board and shall not be deemed waived, transferred, or assigned to the Owners, the Board, or the Association upon the transfer of control of the Association. Additionally, any assignment of rights by Declarant may be made on a nonexclusive basis, and any such assignee will not be deemed to have assumed and of the obligations of the Declarant unless expressly agreed in writing.

(t) "Declaration" means the Declaration of Condominium for Villages of Selyo, as may be amended from time to time.

(u) "Developer" means "Declarant" as provided herein, and shall also mean what the Act

provides as amended from time to time.

(v) "First Mortgagee" means the owner or holder of a first mortgage or purchase money mortgage, or its successor or assignee as a subsequent holder of a first mortgage encumbering a Unit or Property. First Mortgagees shall have the rights and privileges of a "First Mortgagee" as provided in the Act as of the date of the recording of this Declaration and as otherwise provided in this Declaration. Holders of a second mortgage, other subordinate mortgage liens, or non-mortgage liens shall not have the rights and privileges of a "First Mortgagee" as described in this Declaration, but nothing in this Declaration shall impair the rights or priority of any such mortgages or liens.

(w) "Governing Documents" means the Declaration, the Articles, the Bylaws, the Rules and Regulations, and any other rules, regulations, or guidelines promulgated by the Board or Committee which govern the Association or the conduct of its Members concerning Condominium Property.

(x) "Limited Common Element" means those portions of the Common Elements that are reserved for the use of a certain Unit or Unit Owner to the exclusion of other Units and Unit Owners, either at all times or for periods of time as specified in this Declaration.

(y) "Member" means an Owner of a Unit, who by virtue of such ownership becomes a Member of the Association pursuant to this Declaration. Unless a certain provision of this Declaration concerns voting or other rights reserved solely for Owners, Members shall also mean tenants, renters, lessees, licensees, guests, invitees, or any person with permission to occupy any part of the Property.

(z) "Operating Expenses" means the expenses for which Owners are liable to the Association as described in the Governing Documents and include, but are not limited to, the costs and expenses incurred by the Association in fulfilling its obligations described in the Governing Documents and in administering, operating, owning, constructing, repairing, reconstructing, financing, maintaining, insuring, and replacing the Common Elements and other property or improvements thereon. Operating Expenses shall also include Regular Assessments and Special Assessments as provided herein.

(aa) "Owner" or "Unit Owner" means the record owner, whether one (1) or more persons or entities, who has or have acquired fee simple title to any Unit. "Owner" shall not mean any mortgagee, grantee, or beneficiary under a mortgage, deed of trust, or security deed unless and until such mortgagee, grantee, or beneficiary has acquired title pursuant to foreclosure or any conveyance in lieu of foreclosure. "Owner," particularly when referring to obligations and restrictions, may also refer to the Owner's guest, invitee, tenant, or licensee as circumstances should reasonably indicate or require.

(bb) "Project" means the intentions, plans, efforts and undertakings by and on behalf of the Declarant with respect to the development of the subdivision.

(cc) "Property" shall be used as a general term and means all land and improvements thereon subject to this Declaration.

(dd) "Regular Assessment" means assessments levied according to the budget adopted annually and as amended.

(ee) "Rules and Regulations" or "Rules" means the rules and regulations or other restrictions or guidelines for conduct that are promulgated by the Board in accordance with the terms of this Declaration.

(ff) “Special Assessment” means any assessment levied against Unit Owners other than the assessment required by a budget adopted annually and as amended.

(gg) “Transition” means the triggering of events as contemplated by Section 718.301 of the Florida Statutes which ultimately results in the Members other than the developer becoming entitled to elect at least a majority of the members of the board of directors of the Association.

(hh) “Unit” means a dwelling constructed on a Lot which is intended for occupancy and is subject to exclusive ownership.

(ii) “Utility Services” shall include, but is not limited to, electric power, natural gas, water, sewer, air conditioning, cable, drainage systems, and garbage removal and disposal.

ARTICLE II

Plans for Development and Declarant’s Rights

1. Development Plans. Declarant is the owner in fee simple of the Committed Property and presently intends to develop it as part of a multi-phase development that will be called “Villages of Seloy.” Declarant also intends for the occupancy of Units in the Villages of Seloy to be restricted primarily to people who are fifty-five (55) years of age and older.

2. Committed Property. **NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR CONTAINED IN ANY OTHER DOCUMENT, ONLY THAT PORTION OF VILLAGES OF SELOY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO AND DEFINED HEREIN AS “COMMITTED PROPERTY” IS SUBJECT TO THE TERMS AND CONDITIONS OF THIS DECLARATION AT THIS TIME. DECLARANT PLANS AND RESERVES THE RIGHT TO DEVELOP OTHER PHASES DESCRIBED IN EXHIBIT “E” AND SUBJECT THEM TO THIS DECLARATION, BUT DECLARANT’S PLANS ARE SUBJECT TO CHANGE AND THUS DOES NOT UNDERTAKE ANY OBLIGATION TO DEVELOP OR SUBJECT THE PROPERTY DESCRIBED IN EXHIBIT “E” OR ANY OTHER PROPERTY TO THIS DECLARATION UNTIL SUCH TIME AS A SUPPLEMENTAL DECLARATION IS RECORDED THAT REFERENCES THAT ADDITIONAL PROPERTY AS REQUIRED BY LAW.**

3. Declarant Reservation of Right. Initially the Project will consist only of the Property and the eighteen (18) Units described and depicted in **Exhibit “A”** attached hereto. As referenced in the previous section, future phases may be subjected to this Declaration and may include, but are not limited to those phases described in Article XVIII herein. Any additional land made subject to the Declaration shall also become subject to the Association. Declarant reserves the right but undertakes no obligation to add land to the Project and subject the same to this Declaration as provided herein for a period of seven (7) years commencing with the first to occur of the recordation of the certificate of a surveyor and mapper or the recording of an instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee in the Public Records of St. Johns County, Florida. If a subsequent change in the law provides for more time to add land and make it subject to a declaration of condominium than what is prescribed in the foregoing, then such change or changes are expressly incorporated into this Declaration. Additionally, the time period prescribed in the foregoing shall be subject to extensions upon requisite unit owner approval, if necessary, as provided by law.

The right to add or remove land from the Project and make the same subject to this Declaration shall be exclusive to the Declarant for the period prescribed herein and shall not require the consent or approval of the Association, Members, or any other person or entity, except that so long as any recognized lending institution has any interim and permanent financing on any of the properties of the Developer that have been submitted to condominium ownership, then only in that event shall it be mandatory for the Developer to obtain a joinder from that recognized lending institution, and shall be made effective by recordation of a Supplemental Declaration as provided by law.

This provisions of this Article shall be paramount and shall not be amended without the written consent or joinder of the Declarant and any such attempt to amend this Declaration without the requisite consent or joinder of the Declarant shall be null and void.

ARTICLE III **Membership and Voting Rights in the Association**

1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Unit which is or is at any time made subject to this Declaration shall be a Member of the Association. Membership shall be appurtenant to and inseparable from ownership of a Unit. Transfer of Unit ownership, whether voluntary or by operation of law, shall terminate membership in the Association, and shall vest membership in the transferee.

When any one (1) Unit is owned by more than one (1) person, individual, partnership, corporation, or other legal entity, the composite title holder shall constitute one (1) Member of the Association. Any person, individual, partnership, corporation, or other legal entity owning more than one (1) Unit shall constitute as many Members as the number of Units owned.

2. Classes of Membership and Voting Rights. The Association shall initially have two (2) classes of voting membership as provided below.

a. Class A Members. Class A members shall be all Owners, but shall not include the Declarant so long as the Class B Membership shall exist, and thereafter Declarant shall be a Class A Member to the extent that it would otherwise qualify.

b. Class B Member. The Class B Member shall be Declarant, or a representative thereof, who shall have the sole vote until Transition including the right to elect all of the members of the Board of Directors of the Association. Class B Membership shall terminate at Transition. For the purposes of this Article, the phrase "Unit Owners other than the developer" shall not include builders, contractors, or others who purchase a parcel for the purposes of constructing improvements thereon for resale.

3. Post Transition. After Transition, Declarant shall be entitled to elect at least one member of the Board of Directors of the Association so long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Units in the community. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant-owned voting interest in the same manner as any other Member, except for the purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

4. Membership and Voting Procedure. The Articles of Incorporation and the Bylaws of the Association shall more specifically define and describe the procedural requirements for the Association

and voting procedures, but shall not substantially alter or amend any of the rights or obligations of the Project as provided herein.

ARTICLE IV
Operation, Powers, and Duties of the Association

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

a. The irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the Common Elements or to any other Unit or Building.

b. The power to make and collect Assessments and Special Assessments and other charges and surcharges against Owners and to lease, maintain, repair, and replace the Common Elements.

c. The power to charge and collect a use fee from an Owner for the exclusive or nonexclusive use of all or a portion of the Common Elements or Association Property, including any guest suites, if applicable.

d. The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Owners or their authorized representatives upon request in advance and at reasonable times. The Association may adopt reasonable rules governing the inspection of Association records.

e. To contract for the management and maintenance of the Property and to authorize a management agent (which may be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions including the submission of proposals, collection of Assessments and Special Assessments, preparation of records, enforcement of rules, and maintenance, repairs, and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association, however, shall retain at all times the powers and duties granted by the Governing Documents, including, but not limited to, fixing Assessments, Special Assessments, promulgation of rules, and execution of contracts on behalf of the Association.

f. The power to borrow money, execute promissory notes and other evidences of indebtedness, and to give as security mortgages and security interests in property of the Association, provided that such actions are approved by a majority of the entire membership of the Board of Directors and a majority of the voting interests of Owners represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or voting interests of the Owners as may be specified in the Bylaws with respect to certain borrowing.

g. Subsequent to the recording of this Declaration, the Association, when authorized by a majority of the voting interests of the Owners represented at a meeting at which a quorum has been attained, shall have the power to acquire and enter into agreements for the acquisition of fee interests, leaseholds, memberships, and other possessory or use interests in lands or facilities, including, but not

limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Association intended to provide for the use or benefit of the Owners (whether or not on an exclusive basis). The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, operation, replacements, and other expenses and undertakings in connection therewith shall be Common Expenses.

h. The power to adopt and amend the rules and regulations covering the details of the operation and use of Association Property.

i. The power to levy reasonable fines and to pursue any legal or equitable remedy available against an Owner and Unit for failure of the Owner or her occupant, licensee, or invitee to comply with any provision of the Governing Documents of the Association.

j. All of the powers which a corporation not for profit in the State of Florida may exercise.

2. Conflicts and Priority of Governing Documents. In the event of conflict between the powers and duties of the Association or otherwise, the Declaration shall take precedence over the Articles, Bylaws and applicable rules and regulations; the Articles 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.

3. Limitation of Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Property, the Association shall not be liable to Owners for injury or damage, other than for the cost of maintenance and repair caused by any latent condition of the Property.

4. Restraint of Assignment of Shares in Assets. An Owner's share in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his or her Unit.

5. Approval or Disapproval of Matters. Whenever the decision of an Owner is required for 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 the Unit if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or by law.

6. Association Action. Unless the approval or action of Owners or a certain specific percentage of the Board of Directors of the Association is specifically required in this Declaration, the Articles or Bylaws of the Association, applicable rules and regulations 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 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.

ARTICLE V

Assessments

1. Determination of the Common Expenses and Fixing of Assessments. The Board of

Directors shall periodically, and at least annually, prepare a budget for the Association, determine the amount of Assessments payable by the Owners to meet the Common Expenses of the Association, and allocate and assess such expenses among the Owners in accordance with the provisions of this Declaration and the Bylaws. The Board of Directors shall advise all Owners promptly in writing of the amount of the Assessment payable by each of them as determined by the Board of Directors and shall furnish copies of each budget on which such Assessments are based to all Owners and, if requested in writing, to their respective First Mortgagees. The Common Expenses shall include the expenses of the operation, maintenance, repair, replacement, or protection of the Common Elements and Association Property, or other commonly used facilities and services, and any other expenses designated as Common Expenses by the Act or Governing Documents. Any budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the Governing Documents.

2. Collection of and Liability for Assessments and Special Assessments. A Unit Owner (other than a First Mortgagee or its assignee of a First Mortgage whose liability for Assessments is limited as provided herein), regardless of how title is acquired, shall be liable for all Assessments and Special Assessments coming due while she is the Owner. Except as otherwise provided herein, an Owner shall be jointly and severally liable with the previous owner for all unpaid Assessments and Special Assessments that came due against the previous owner for her share of the Common Expenses up to the time of transfer of title, as well as all late fees, interest, costs and attorney's fees charged as a result of the delinquency of the previous owner. This liability is without prejudice to any right that the subsequent Owner may have to recover from the previous owner the amounts paid by the subsequent Owner. The liability for Assessments, Special Assessments, late fees, interest, costs and attorney's fees 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 and Special Assessments are made or otherwise.

3. Default in Payment of Assessment or Special Assessment. Unless the Board of Directors passes a rule specifying a different date, payment of regular assessments shall be due on the first calendar day of each month. Assessments, Special Assessments, and installments thereof not paid within ten (10) days from the date when due shall bear interest at the highest rate allowable by law from the due date until paid in full. The Association may charge an administrative late fee in addition to interest, in an amount not to exceed the greater of twenty-five dollars (\$25.00) or five percent (5%) of each installment of the Assessment or Special Assessment for each delinquent installment for which the payment is late, unless a higher amount is allowable by law. Any payment received by the Association shall be first applied to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment or Special Assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying any payment.

a. Liens. The Association has a lien on each Unit to secure any unpaid Assessments and Special Assessments levied against such Unit, together with interest, late fees, and reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessments and Special Assessments or enforcement of the lien. The lien shall become effective from and after the date of recording a claim of lien in the official public records of the County, stating the description of the Lot, the name of the record owner, the name and address of the Association, and the amount due and the due dates. In addition, any such lien shall be effective and shall relate back to the date on which the original Declaration was recorded. However, with respect to First Mortgagees of record, the lien shall be effective from and after recording of a claim of lien in the public records of the County. The claim of lien shall secure all unpaid Assessments and Special Assessments to the maximum extent permitted by law, together with interest, costs, late fees, and attorney's fees which are due and which may accrue

subsequent to the recoding of the claim of lien and prior to entry of a final judgment of foreclosure. A claim of lien shall be signed by an officer or agent of the Association. Upon payment, the person making payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for unpaid Assessments and Special Assessments, together with other amounts owing as referenced in this section, in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid amounts owing without waiving any claim of lien.

b. Notice of Intention to Foreclose Lien. No foreclosure action may be brought until thirty (30) days after the parcel owner has been provided notice of the Association's intent to foreclose and collect the unpaid amount. The limitation in this subsection shall not apply if the Unit is subject to a foreclosure action or forced sale of another party, or if an owner of the Unit is a debtor in a bankruptcy proceeding. The notice must be given by delivery of a copy to the Owner or by certified or registered mail, return receipt requested, and by first-class United States mail, addressed to the Owner at the last known address indicated in the Association's records, and also to the address of the affected parcel if that address is different than the last known address of the Owner, and upon such mailing, the notice shall be deemed to have been given and the court shall proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. If after a diligent search and inquiry the Association cannot find the Owner or a mailing address at which the Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Owner records a Notice of Contest of Lien as provided in the Act and shall apply if an action to foreclose a mortgage on the Unit is pending before any court if the Association's rights would be affected by such foreclosure, and if actual, constructive, or substitute service of process has been made on the Owner.

c. Collection of Rent. If the Owner remains in possession of the Unit and the claim of lien has been foreclosed, the court in its discretion may require the Owner to pay a reasonable rental for the Unit, and the Association is entitled to the appointment of a receiver to collect the rent. In addition to collecting rent from an Owner, if the Unit is occupied by a tenant, the Association may demand that the tenant pay to the association the subsequent rental payments and continue to make such payments until all of the monetary obligations of the Owner have been paid in full to the Association and the Association releases the tenant or until the tenant discontinues tenancy in the Unit. A tenant is immune from any claim by the Owner related to the rent timely paid to the Association after the Association has made written demand. In addition, the tenant shall be given a credit against rents due to the landlord in the amount of rents paid to the Association.

d. Suspension of Use & Voting Rights. The Association may suspend the voting rights of a Member for the nonpayment of any monetary obligation due to the Association that is more than ninety (90) days delinquent. A voting interest or consent right allocated to a Unit or Member that has been suspended may not be counted towards the number of voting interest for any purpose, including but not limited to the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under the Act or pursuant to the Governing Documents. The suspension shall end upon full payment of all monetary obligations due or overdue to the Association. All suspensions pursuant to this section must be approved at a properly noticed board meeting, and upon approval, the Association must notify the Owner and any occupant, lessee, licensee, or invitee by mail or hand delivery.

4. First Mortgagee. A First Mortgagee, or its assigns, who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid Assessments that became due prior to the First Mortgagee's acquisition of title. However, the First Mortgagee's liability is limited by Section

718.116, Florida Statutes, to the lesser of (a) the Unit's unpaid common expenses and regular periodic assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (b) one percent (1%) of the original mortgage debt. The limitations on first mortgagee liability provided by this paragraph apply only if the First Mortgagee joined the association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or an agent for service of process at a location which was known or reasonably discoverable by the mortgagee. The limitations provided in this paragraph shall be subject to any amendments of Section 718.116, Florida Statutes, or any renumbering of same.

Any person or entity acquiring title, or the First Mortgagee (or its assignee) acquiring title shall pay the amount owed (subject to the limitation for First Mortgagee's contained herein) to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Unit and proceed in the same manner as provided in this Declaration for the collection of unpaid Assessments. If any unpaid share of Common Expenses or Assessments is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, or if the Association is otherwise unable to collect the amounts owing, the unpaid share of Common Expenses or Assessments shall constitute Common Expenses collectible from all Owners.

5. Declarant's Liability for Assessments. Except as provided herein with respect to the Association, First Mortgagees and their assigns, and the Declarant, no Owner may be excused from the payment of her proportionate share of Common Expenses unless all Owners are similarly proportionately excused from such payment. The Declarant may be excused from the payment of Assessments and Special Assessments against the Declarant's unsold Units as provided by the Developer's Guarantee.

6. Developer's Guarantee. As provided in Section 718.116 of the Florida Statutes, during the period that the Developer is in control of the Association (prior to Transition), the Declarant who is offering Units for sale may elect to be excused from the payment of assessments against those unsold Units for a stated period of time after the Declaration is recorded. For the purposes of this provision, the stated period shall commence upon the recordation of this Declaration and shall terminate on the first day of the fourth calendar month following the month in which the first closing occurs of a purchase contract for a Unit in the Condominium. During the stated period, Declarant in its sole discretion may either:

- a. Pay the amount of Operating Expenses of the Association incurred during that period and not produced by Assessments receivable from other Unit Owners in the amount as specified in the operating budget of the Association; or
- b. Pay Assessments on the Units owned by Declarant.

Declarant may extend its guarantee for successive four (4) month periods so long as Declarant is in control of, or is entitled to control the Association.

7. Estoppel Certificate. Within fifteen (15) days after receiving a written request from an Owner, First Mortgagee, or other purchaser, or within a reasonable time thereafter, the Association shall provide a certificate signed by an officer or agent of the Association stating all Assessments, Special Assessments, and other moneys owed to the Association by the Owner with respect to the Unit. The Association, or its authorized agent (including but not limited to any community association manager (CAM) or attorney) may charge a reasonable fee for the preparation of the requested certificate.

8. Installments. Assessments or Special Assessments may be collected monthly or quarterly

in advance, at the option of the Association, from time to time.

9. Special Assessments. The specific purpose or purposes of any Special Assessment approved in accordance with this Declaration, the Articles, or Bylaws shall be set forth in a written notice of such Special Assessment and sent or delivered to each Unit Owner. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice, or else returned to the Owners. However, upon completion of such specific purpose or purposes, any excess funds shall be considered Common Surplus.

10. Reserves. To the extent required by the published guidelines or practices of FNMA, FHA, or similar entities, a minimum of ten percent (10%) of the annual budget must be collected and set aside for reserves, which may be used for deferred maintenance, capital expenditures, and other such lawfully permissible purposes. For so long as required by the foregoing entities, the collection of such reserves may not be waived.

ARTICLE VI

Common Elements

1. Common Elements. Common Elements are those portions of the Property designated as such in this Declaration, Plat, or other written instrument recorded in the Public Records of the County. Common Elements may be used for recreational or other purposes. Declarant shall have the right and the power, but does not undertake any duty or obligation, to convey, lease, or grant a license or other use right to real property within the Property to the Association for such purposes as may be expressed in the instrument of conveyance, lease or grant of license or use, in its sole discretion. No such real property shall be considered to be a Common Element until actually so conveyed or leased, or until a grant of license or other use right is created by a written instrument. The Association shall accept from Declarant or others approved by the Declarant, any such conveyance, lease, grant of license or grant of use right.

2. Maintenance of Common Elements. The Association shall maintain all of the Common Elements in an attractive condition and in a manner that is similar in appearance with the Property and in accordance with any applicable governmental or agency permitting requirements. If the Association fails to maintain the Common Elements in accordance with the foregoing, so long as Declarant owns a Unit, Declarant shall have the right, but no obligation, to enter upon any such Common Element to perform such maintenance or work which may be reasonably required, all at the Association's expense, which shall be payable by the Association to Declarant on demand.

3. Easements. Declarant reserves the right to itself and its designees to grant additional easements for use, ingress and egress, governmental services and utilities over, across, and under the Common Elements, for the use and benefit of persons who are not Members of the Association so long as Declarant owns any Property in the development.

4. Maintenance. The Association may enter into agreements with other persons or entities to provide for the maintenance, upkeep, and repair of any of the Common Elements or any other property which the Association has the obligation to maintain, upkeep, and repair under this Declaration.

5. Title in Association. Within six (6) months after issuance of a final certificate of occupancy as to all improvements to be made to the real property known as the Villages of Seloy, Declarant, or its successors or assigns, shall convey and transfer to the Association the title of those portions of the Villages of Seloy that constitutes Association Property, excluding portions of the Property

that constitute appurtenances to the Units as undivided interests in the Common Elements, and the Association shall accept such conveyance.

To preserve and enhance the property values and amenities of the Villages of Seloy, the Common Elements, and any facilities currently or hereafter constructed or installed thereon, shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. The maintenance and repair of the Common Elements may include, but is not limited to, the repair and maintenance of landscaped areas, walkways, recreational facilities, and signage. This section shall not be amended to reduce or eliminate the obligation for maintenance or repair of the Common Elements without the prior written consent of Declarant so long as Declarant owns Property in the development.

The Association shall be responsible for the maintenance of Common Elements in a continuous and satisfactory manner and for the payment of taxes assessed against Association Property and any improvements and any personal property thereon accruing from and after the conveyance to the Association, and such taxes shall be prorated as of the date of conveyance. Prior to completion of and conveyance of title to the Association Property to the Association, the taxes assessed against such non-public property shall be paid by Declarant or its successors or assigns.

6. Title to Additional Common Elements. Declarant reserves the right, but undertakes no obligation, to convey to the Association legal title to additional property, from time to time, subject only to the condition that such properties shall become part of the Property and subjected to the terms of this Declaration as provided herein.

7. Surface Water/Stormwater Management System.

a. Definition. Surface Water or Stormwater Management System means a system that is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, of the Florida Administrative Code, or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Elements and shall include any drainage swales located within the Property.

b. Duties of Association – Maintenance of Surface Water or Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the Surface Water and Stormwater Management System. Maintenance of the Surface Water and Stormwater Management System shall mean the exercise of practices that allow the system to provide drainage, water storage, conveyance of other surface water, or stormwater management capabilities as permitted by the St. Johns River Water Management District ("SJRWMD"). The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section shall be a Common Expense of the Association to be collected and paid in the manner prescribed by this Declaration. The maintenance responsibilities of the Association payable through assessment of the Owners shall specifically include, but not be limited to, the perpetual maintenance of all retention ponds, drainage swales, and all other drainage and stormwater management improvements lying within the Property.

c. Easements. The Association shall have a perpetual, non-exclusive easement for drainage over the entire Surface Water and Stormwater Management System within the Property. By this easement, the Association shall have the right to enter upon the Common Elements which are part of the Surface Water or Stormwater Management System at a reasonable time and in a reasonable manner, to operate, maintain, or repair the Surface Water or Stormwater Water Management system as required by the SJRWMD or as necessity otherwise dictates. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System located within the Property. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without obtaining the prior written approval of the SJRWMD. Any person who so alters the drainage flow of the Surface Water or Stormwater Management System without first obtaining written approval of the SJRWMD shall be liable for all expenses incurred in relation to bringing the Property into compliance to the satisfaction of the SJRWMD.

d. Amendment. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System beyond maintenance in its original condition, including the water management portion of the Common Elements, must have the prior written approval of the SJRWMD.

e. Assessments. Assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management System including, but not limited to, work within retention areas, drainage structures, and drainage easements. Such assessments shall constitute a Common Expense, which shall become a lien against a Unit if unpaid, and shall be collected in a manner consistent with the provisions of this Declaration.

f. Enforcement. The SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System and jurisdictional wetlands or conservation areas subject to the control of the SJRWMD, and it shall be the Association's responsibility to assist the SJRWMD in any such enforcement proceedings.

g. Association Powers and Duties. The Association shall operate, maintain, and manage the Surface Water or Stormwater Management System in a manner consistent with SJRWMD Permit No. 4-109-95657-1 ("Permit") requirements and applicable SJRWMD rules, and shall assist in the enforcement of the covenants and restrictions contained herein. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Surface Water or Stormwater Management System.

h. Jurisdictional Areas and Permits. THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF THE PERMITS ISSUED BY THE ACOE, SJRWMD OR OTHER ENVIRONMENTAL AGENCIES. THE PERMITS ARE, OR WILL BE, OWNED BY THE ASSOCIATION AND THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING A PROVISION OF THE PERMITS.

i. Permit Responsibilities and Indemnification. The Association shall be solely responsible for maintenance and operation of the portions of the Surface Water or Stormwater Management System located within the Property pursuant to the Permit. Subsequent to transfer of control of the Association by the developer, the Association shall indemnify, defend and hold the Declarant

harmless from all suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage, or any other damage arising from or out of an occurrence in, upon, at or resulting from the operation or maintenance of the Surface Water or Stormwater Management System within the Property, occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees. The developer has the right and obligation to assign all of its rights and obligations under the Permit to the Association.

j. Dissolution. This Declaration may not be terminated unless adequate provision for transferring perpetual maintenance responsibility for the Surface Water or Stormwater Management System obligation to the then Owners of the Units is made, and said transfer obligation is permitted under the then existing requirements of the SJRWMD or its successors and the County or any other governmental body that may have authority over such transfer. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Surface Water or Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the SJRWMD.

k. Use of Stormwater Retention Ponds. With respect to stormwater retention pond areas ("SRPs") now existing or which may be created within the Property, no Owner shall:

- i. pump or otherwise remove any water from such SRPs for any purpose;
- ii. place rocks, stones, trash, garbage, untreated sewage, rubbish, debris, ashes, or other refuse in such SRPs or any other portion of the land owned by Declarant lying adjacent, near, or on the Property.
- iii. construct, place, or maintain any docks, piers, bulkhead, or other similar objects without the prior approval of any governmental or similar agency having jurisdiction and the Declarant, for so long as there is a Class B membership, or thereafter subject to the prior approval of the Association;
- iv. fish with the use of nets or with any other trap or spear; or
- v. operate or maintain any gas or diesel vehicles; provided, however, vehicles used for maintenance of SRPs shall be permitted.

ARTICLE VII

Unit Boundaries and Limited Common Elements

1. Unit Boundaries. Each Unit shall include that part of the Building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

a. Upper and Lower Boundaries of Units. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

i. Upper Boundaries. The horizontal plane of the interior undecorated finished lower surface of the ceiling.

ii. Lower Boundaries. The horizontal plane of the interior undecorated finished upper surface of the floor slab.

b. Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the interior undecorated finished surface of the walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries. The attached garage accessible from the living area of the Unit is part of the Unit.

c. Clarifications.

i. Where there are apertures in any boundary, including, but not limited to, windows, doors, and skylights, if any, such boundaries shall be extended to include the interior undecorated finished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass or other transparent material and all framing and casings of windows and doors shall be included in the boundaries of the Unit and will be maintained or replaced by the Owner (unless replacement or maintenance is due to an insurable casualty that the Association is required to insure, in which event the replacement will be by the Association as a Common Expense).

ii. All mechanical equipment and plumbing components, including all plumbing lines, plumbing, shower, shower pan, and drain lines located within the boundaries of a Unit, are part of the Unit, and are the responsibility of the Owner accordingly.

iii. The air conditioner condensing unit, wherever located, shall be a part of the Unit served by such condensing unit and shall be the responsibility of the Owner accordingly.

d. Designation and Identification. There are currently eighteen (18) Units in the Condominium attributable to Phase 1. Each building is identified by a separate numerical designation, as depicted on the Site Plan and building plans set forth in **Exhibit A** and each Unit within the Building is given a letter designation: A, B, C, or D. The plans depict the location of the Building, the number of Units in the Buildings, and the location of each Unit within the Building. **Exhibit A**, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions.

2. Appurtenances to Units. There shall pass with a Unit, as appurtenances thereto:

a. an undivided share in the Common Elements, Common Expenses, and Common Surplus and the right to use Common Elements subject to the limitations as provided by this Declaration. The undivided share in Common Elements, Common Expenses, and Common Surplus is computed by dividing the average square footage of the Unit type, as depicted on the drawing attached as Exhibit A hereto, by the total average square footage of all Units in the Condominium. A representation of the undivided proportion or percentage interest of the foregoing that is appurtenant to each Unit with respect to the Committed Property is attached hereto as **Exhibit "B"**;

b. the exclusive right to use the Limited Common Elements applicable to such Unit as provided in this Declaration;

c. an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically;

d. membership in the Association designated in this Declaration with the full voting rights appertaining thereto, and;

- e. other appurtenances as may be provided in this Declaration.

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

- a. Patios. Patios abutting Units are Limited Common Elements.

- b. Attics. The attic space located above each Unit is for the exclusive use of the Unit Owner, subject to easements for the use and installation of utilities, including but not limited to, electrical lines, phone lines and cable lines serving other Units. The Association may from time to time adopt reasonable restrictions on use of attics, including flooring of attics, storage of materials, etc.

- c. Parking. The parking aprons located between the entry road and the garage door to each Unit shall be Limited Common Elements of the applicable Unit and shall be used only for parking purposes. No Owner shall block or encroach upon the entry to any other Owner's garage. Decals may be issued to Owners for security purposes, and the Association may designate certain areas for parking by decal only. The areas extending from the parking aprons to the entry doors of the Units (the paved walking areas) including the covered area located outside of the entrance door to the Unit shall also be Limited Common Elements. Neither Declarant nor the Association shall be held liable for any loss or damage arising from theft, vandalism, malicious mischief, or any loss or damage to any property placed or kept in any parking space on the Property. Each Owner or her tenant, guest, invitee, or licensee who places or keeps a vehicle and any personal property in the vehicle in the parking space does so at his or her own risk and the Association shall not be liable for any such loss or damage as provided herein.

- d. Utilities and Equipment Serving One Unit. The concrete pad supporting an air conditioner condensing unit, wherever located, shall be a Limited Common Element of the Unit served by such condensing unit. Any equipment or fixtures located outside of the boundaries of the Unit (other than the air conditioner condensing unit which is part of the Unit), such as plumbing lines, electrical lines, and utility meters not owned by utility companies that serve a single Unit exclusively shall be Limited Common Elements of that Unit.

- e. Windows and Exterior Doors. Windows and exterior doors are Limited Common Elements; however, routine cleaning, interior painting, repair and maintenance of windows and exterior doors shall be the Unit Owner's responsibility. The Association may either paint on a regular basis or control the painting and paint color of the exterior surface of exterior doors. The Unit Owner may not replace windows and exterior doors with a non-standard window or exterior door, or change the color of the exterior door, without the prior consent of the Association or any appropriate committee established by the Association. The Association will be responsible for replacement or repair of windows or exterior doors damaged by any insured casualty even if the cost of such replacement or repair is less than the deductible on the Association's insurance policy. If the Unit Owner is granted permission to replace such Owner's exterior door with a non-standard exterior door, in the event of a casualty, the Association will replace damaged exterior doors with a standard exterior door, or make other arrangements for replacement of the exterior door that are mutually agreeable to the Unit Owner and Association.

- f. Uncertainty of Status as Limited Common Element. In the event of any ambiguity, doubt, or dispute as to whether a portion of the Common Elements constitutes a Limited Common Element or in the event of any question as to which Units are served by a Limited Common Element, a decision shall be made by a majority vote of the Board of Directors of the Association and shall be binding and conclusive when so made, provided that such decisions shall be applicable to every

similar situation with respect to all other Owners in the community.

4. Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus that is appurtenant to a Unit, an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may be lawfully altered or reconstructed from time to time, membership in the Association designated in this Declaration, with the full voting rights appertaining thereto, and except as otherwise provided herein, the exclusive right to use appurtenant Limited Common Elements including assigned parking spaces, shall not be separated from and shall pass with the title to the Unit, whether or not separately described in any such instrument of conveyance. The shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, Condominium Property, or any part thereof, shall be maintained except with respect to termination of the Condominium.

ARTICLE VIII

Maintenance and Repair Obligations

1. Units.

a. Maintenance, Repair, and Replacement. All maintenance, repairs, and replacements of, in or to any Unit, and to the contents of any Unit, including, without limitation, maintenance, repair, and replacement of screens, windows, the interior side of the entrance door affording access to a Unit, carpet, tile, kitchen and bath cabinetry, and the electrical, plumbing, heating and air conditioning equipment, fixtures and outlets, located within the Unit boundaries, or belonging to the Unit Owner, shall be provided by the Owner at the Owner's sole cost and expense. Additionally, Unit Owners shall be responsible for the repair and replacement of entrance doors, but the Association shall have the limited obligation to paint the exterior surface of any entrance doors to Units when painting the Buildings.

b. Special Plumbing Provisions. Because plumbing leaks can go undetected in unoccupied Units and result in damage and growth of toxic mold, Owners of unoccupied Units must turn off the main water line of their Unit when the Unit will be unoccupied for more than three (3) consecutive days. Unit Owners shall be responsible for any damage caused to the Unit or any other Unit or Owner that occurs as a result of their failure to comply with this provision. In the event a Unit Owner fails to turn off the water to the Unit when the Unit will be unoccupied for more than three (3) days, the Unit Owner shall be responsible for promptly notifying the Association and arranging for the main water line to be turned off until the Unit is re-occupied.

2. Limited Common Elements.

a. Routine Maintenance. Owners shall provide routine cleaning and maintenance of the Limited Common Elements that are easily accessible from and associated with their Units, including without limitation, all balconies, floor coverings, electric outlets, lighting fixtures, and any screening or enclosures, at the Owner's expense.

b. Repair and Replacement. The Association shall be responsible for the maintenance, repair, and replacement of Limited Common Elements that are located outside of the boundaries of the Unit, except as otherwise provided herein, but the cost of such maintenance, repair, or replacement shall be the sole expense of the respective Owner.

3. Within Common Elements and Association Property.

a. Performance and Cost. All maintenance, repairs and replacements in or to the Common Elements and any Association Property shall be performed by the Association. The cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners.

b. Association's Right of Access to Units. The Association shall have the irrevocable right of access to each Unit during reasonable hours with reasonable notice except in an emergency when necessary for the maintenance, repair, or replacement of any Common Elements or Limited Common Elements, or of any portion of a Unit to be repaired by the Association pursuant to this Declaration, or for making emergency repairs which are necessary to prevent damage to the Common Elements, Limited Common Elements, or to another Unit or Units.

4. Compliance with Codes. All work performed on the Property or on any portion thereof shall be in compliance with all applicable governmental building code and zoning requirements. All plumbing and electrical maintenance, repairs, and replacements shall be made only by plumbers or electricians duly licensed and qualified to perform such services.

ARTICLE IX **Additions, Alterations, or Improvements**

1. Association Approval of Additions, Alterations, or Improvement of Common Elements. 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 repairs and replacements) costing in excess of ten percent (10%) of the then existing estimated operating budget for the Association in any calendar year, the Association may proceed with such additions, alterations or improvements only if such additions, alterations, or improvements shall have been approved by seventy-five percent (75%) of the voting interests of the Association represented at a meeting of the Association at which a quorum of Owners is attained. Any such additions, alterations, or improvements to such Common Elements or any part thereof costing in the aggregate of ten percent (10%) or less of the then existing estimated operating budget for the Association in a calendar year may be made by the Association without approval of the Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses.

2. Substitution of Building Materials by Association. The availability of certain building materials at reasonable cost is subject to change and new building materials are periodically developed that were not available when the Buildings or other improvements were originally constructed. In connection with any repair or replacement of the Common Elements, the decision of the Board of Directors in the exercise of its reasonable business judgment to substitute one type of building material for another type of building material, including a change in paint color and other aesthetic changes, shall not constitute a substantial or material alteration or modification of the appurtenances to a Unit or the Common Elements. Any such changes may be effectuated by a unanimous vote of the Board of Directors or a vote of a majority of the voting interest of the Association represented at a meeting of the Association at which a quorum is attained.

3. Alternation by Owners Other Than Declarant.

a. Alteration of Units. Alteration of Units by Owners other than Declarant are subject to the following provisions:

i. Interior Changes. An Owner may make interior changes to such Owner's Unit without written approval of the Board of Directors so long as the change does not affect any load bearing structure or dividing wall between Units and complies with all applicable building codes or regulations and with all other provisions of the Governing Documents. Owners may not make any other changes to Units without the prior approval of the Board of Directors. The Board may, as a condition to its approval, require the Owner to provide a report or drawing from a licensed structural engineer confirming that the change will result in no adverse impact to the structural integrity of the Building. Further, the Board may require payment of the Unit Owner the amount of the increased insurance premium to the extent that any property required to be maintained by the Association is modified as part of such changes.

ii. Compliance with Codes. All licenses and permits shall be obtained by the Owner prior to commencing any alteration and all alterations shall comply with applicable provisions of all applicable building codes.

iii. Non-Material Changes. The changes authorized by this section shall not constitute a material change in the configuration or size of the Unit.

b. Alteration of Limited Common Elements. An Owner shall not alter or enclose Limited Common Elements, including patios, without the prior written approval of the Board of Directors.

i. Board Review. The Board shall be responsible for reviewing the design, structural integrity, aesthetic appeal, and construction details of any proposed alteration to any Limited Common Element. The Board of Directors shall determine whether or not any such alteration or enclosure may be installed and may impose any conditions that the Board of Directors deems appropriate and reasonable to ensure, among other matters, that there will be no damage to other Units or the Common Elements and that alterations are maintained by, and at the expense of, the Owner.

ii. Consent of the Board of Directors. The Board shall have the obligation to answer any written request by an Owner for approval of such an addition, alteration, or improvement in such Owner's Unit or Limited Common Elements within sixty (60) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The proposed additions, alterations, and improvements by the Owner shall be made in compliance with all laws, rules, ordinances, and regulations of all governmental authorities having jurisdiction and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. The Board may, as a condition to its approval, require the Owner to provide a report or drawing from a licensed structural engineer confirming that the change will result in no adverse impact to the structural integrity of the Building.

iii. Unit Owner Responsibility. If any additions, alterations, or improvements are approved by the Board, the Owner shall be deemed to have agreed for such Owner, her heirs, successors, and assigns, to hold the Association, the Declarant and all other Owners harmless from and to indemnify them from liability or damage to the Building and any Association Property and expenses arising from the addition, alteration, or improvement. In addition, an Owner making or causing to be made any such additions, alterations, or improvements to Limited Common Elements agrees, and

shall be deemed to have agreed, for such Owner and her heirs, personal representatives, successors, and assigns, as appropriate, to hold the Association and all other Owners harmless from any liability or damage to the Property and expenses arising therefrom, and shall be solely responsible for the maintenance and repair from and after that date of installation or construction thereof as may be required by the Association.

iv. Delegation. The Association may delegate any of the rights and responsibilities contained in this section to a Committee appointed by the Board, which may be called an Architectural Review Committee or Architectural Review Board.

4. Additions, Alterations, or Improvements by Declarant.

a. Common Elements. Until the Declarant turns over control of the Association to Owners other than the Declarant, the Declarant shall have the right, without the consent or approval of the Board of Directors or Owners, to make decorative or cosmetic changes, non-material changes and alterations to the Common Elements and Limited Common Elements and to provide additional or expand the recreational facilities.

b. Declarant-Owned Units. The Developer shall have the right, without the vote or consent of the Association or Owners, to:

i. make alterations, additions, or improvements in, to and upon Lots, Units, and floor plans of Units owned by the Declarant; and

ii. change the internal layout or number of rooms in any Declarant-owned Units. The Declarant shall further have the right, without the consent or approval of the Board of Directors or other Owners, to make such alterations in, to, or upon any Declarant-owned Units in order to comply with design and construction guidelines adopted under applicable federal, state, and local laws, ordinances, rules, and regulations with respect to accessibility for handicapped persons. In making the above alterations, additions, and improvements to Units, the Declarant may relocate or alter Common Elements adjacent to such Units, provided that such relocation or alteration does not materially adversely affect the market value or ordinary use of Units owned Owners other than the Declarant. Any amendments to this Declaration required by changes of the Declarant made pursuant to this section shall be effectuated by the Declarant alone, without the vote or consent of the Association or Owners (or their mortgagees), except to the extent that any of same constitutes a material amendment, in which event, the amendment must be approved in the manner required for approval of a material amendment.

ARTICLE X

Insurance

1. Insurance. Insurance covering portions of the Condominium Property shall be governed by the following provisions:

2. Purchase, Custody and Payment.

a. Purchase. All insurance policies described herein covering portions of the Condominium Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.

b. Named Insured. 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 First Mortgagees, without naming them. The Unit Owners and their First Mortgagees shall be additional insureds.

c. Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Association (unless the Association designates an Insurance Trustee) and all policies and endorsements thereto shall be deposited with the Association.

d. Copies to First 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 First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

e. Personal Property and Liability. Unit Owners may obtain insurance coverage at their own expense and at their own discretion upon the 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.

3. Coverage. The Association shall maintain insurance covering the following:

a. Casualty. The Buildings (including all fixtures, installations or additions comprising that part of the Building or Buildings within the boundaries of the Units initially installed, or replacements thereof, of like kind or quality in accordance with the original plans and specifications therefor, or as existed at the time the Unit was initially conveyed if the original plans and specifications are not available, but excluding floor coverings, wall coverings and ceiling coverings, all furniture, furnishings, electrical fixtures, appliances, air-conditioning or heating equipment, water heaters, water filters, built-in cabinets, and countertops and window treatments, including curtains, drapes, blinds, hardware and similar window treatment components or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one Unit and all air conditioning compressors that service only an individual Unit, whether or not located within the Unit boundaries, or other personal property owned, supplied or installed by Unit Owners (or tenants of Unit Owners) and all improvements located on the Common Elements from time to time, together with all service machinery contained therein (collectively, the "Insured Property"), shall be insured in an amount not less than one hundred percent (100%) of the full insurable replacement value thereof, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(ii) 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.

b. 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 of the Association, but with combined single limit liability of not less than three hundred thousand dollars (\$300,000) for each accident or occurrence, one hundred thousand dollars (\$100,000) per person and fifty thousand dollars (\$50,000) property damage, and with a cross-liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.

c. Workers' Compensation. Workers' compensation and other mandatory insurance, when applicable.

d. Flood Insurance. Flood insurance, if required by law or if the Association so elects.

e. Fidelity Insurance. Unless otherwise subsequently provided by law, the Association shall maintain insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The Association shall bear the cost of any such bonding.

f. Other Insurance. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

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

4. Additional Provisions. All policies of physical damage insurance shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.

5. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense. Premiums may be financed in such manner as the Board of Directors deems appropriate.

6. Share of Proceeds. All insurance policies obtained by the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association (unless the Association appoints an Insurance Trustee, which shall be qualified third party selected by the Association to manage the insurance proceeds).

a. Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in

the Common Elements appurtenant to each Unit. All expenses of repairing or rebuilding the Condominium Property which are covered by an Association's insurance policy and damaged by a casualty, including any deductible amount of such policy, as well as any amount that exceeds the proceeds from a claim on such policy shall be a Common Expense of the Association. In the event of an insurable casualty to the Common Elements or a portion of the Unit or Units that the Association is obligated to insure, the cost of the repair and replacement of such property shall be a Common Expense as provided in Section 718.111(11), F.S. and 718.115, F.S.

b. 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.

7. Distribution of Proceeds. Proceeds of insurance policies held by the Association shall be distributed for the benefit of the beneficial owners thereof in the following manner:

a. Expenses of the Insurance Trustee, if any. All expenses of an Insurance Trustee (if appointed) shall be first paid or provision shall be made therefor. In making distribution to Unit Owners and their mortgagees, the 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.

b. Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.

c. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 6 above, and distributed first to the mortgagees of each condominium parcel in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by any of them.

8. 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.

9. Unit Owners Personal Coverage. Insurance policies issued to individual Unit Owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all such other risks not covered by insurance carried by the Association.

10. Benefit of Mortgagees. Certain provisions in this Article X are for the benefit of mortgagees of Units and may be enforced by them.

11. Insurance Trustee. The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If Association fails to appoint, or elects not to appoint, such Insurance Trustee, the Association will perform directly all obligations relating to insurance coverage and repairs and reconstruction after a casualty by this Declaration.

ARTICLE XI **Condemnation**

1. Deposit of Awards. The taking of portions of the Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

2. Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable in the sole opinion of the Association, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated, and the following changes shall be made to the Property:

a. Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged against the Owner of the Unit as an individual or Special Assessment.

b. Distribution of Surplus. The balance of the award with respect to a Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.

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

a. Payment of Award. Awards shall be paid in the following order:

i. First, to the applicable mortgagee in amounts sufficient to pay off their mortgages, to the extent that such funds are available from the condemnation awards, in connection with each Unit which is not so habitable in accordance with the priority of the mortgages;

ii. second, to the Association for any due and unpaid Assessments and Special Assessments;

iii. third, to the affected Unit Owners. In no event shall the total of such

distributions, in respect to a specific Unit, exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

b. Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.

c. Special Assessments. If the balance of the award (after payments to the Unit Owner and such Owner's mortgagees as provided herein) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Special Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Property affected by the taking. The Special Assessments shall be levied equally against all remaining Owners.

d. Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will not continue after the taking.

4. Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association, provided that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, may either be retained by the Association to be used for any permissible purpose or otherwise may be distributed to the Unit Owners based on their proportion or percentage of ownership in the Common Elements. If there is a mortgage on a Unit, and the Board of Directors choose to make a distribution of the excess awards, the distribution shall be made jointly to the Owner and the mortgagees of the Unit.

5. Board Authority to Act in Unforeseen Circumstances. In circumstances not covered by this Declaration or by law, a two thirds (2/3's) approval of the Board may, upon an opinion of counsel that its decision is reasonable, deal with the condemnation in such reasonable manner as it determines to be appropriate under the circumstances.

6. Amendment of Declaration. The changes in Units and in the Common Elements that are affected by the taking shall be evidenced by an amendment to this Declaration that is approved by not less than a majority of the total voting interests of the Unit Owners, unless otherwise required by any governmental entity.

ARTICLE XII
Grant and Reservation of Easements

1. 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.

2. Utility and Other Services, Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for Utility Services in order to serve the Condominium. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such Utility Services or the use of these easements. The Board of Directors of the Association or its designee shall inspect same to maintain, repair or replace the wires, ducts, vents, cables, conduits and other utility, service and drainage facilities and Common Elements contained in the Unit or elsewhere in the Condominium Property and to remove any improvements interfering with or impairing such facilities or easements herein reserved, provided the Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for maintenance, repair or replacement of any Common Elements or any portion of a Unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

3. 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 (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.

4. Easement for Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, and for each member of the Association for pedestrian traffic over, through and across sidewalks, streets, paths, walks and other portions of the Common Elements and/or Association Property 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. The Developer hereby grants to delivery, pick-up and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone and other utilities authorized by the Developer to service the Condominium, representatives of cable television, internet, warranty providers, and for as long as there are any unsold Units and the Developer is offering Units for sale in the ordinary course of business, to such other persons as the Developer from time-to-time may designate, the non-exclusive, perpetual right of ingress and egress over, through and across such portions of the Common Elements and/or Association Property for the purposes of performing their authorized services and investigation. Such easements shall survive any termination of this Declaration. None of the easements specified in this subparagraph 4 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) shall automatically be subordinate to the rights of Unit Owners with respect to such easements.

5. Construction, Maintenance. The Developer (including its designees, contractor, successors and assigns) shall have the right, in its and their sole discretion, from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of maintenance, repair, or replacement of any improvements, Common Elements or any portion of a Unit. The

Association (and its designees, contractors, subcontractors, employees) shall have the right to have access to each Unit from time to time during reasonable hours as may be necessary for pest control purposes and for the maintenance, repair or replacement of any Common Elements or any portion of a Unit, if any, to be maintained by the Association, or at any time and by force, if necessary, to prevent damage to the Common Elements, the Association Property or to a Unit or Units.

6. Additional Easements. The Developer, so long as it is in control of the Association, and thereafter, the Association, on its and on behalf of all Unit Owners (each of whom hereby appoints the Developer and the Association as their attorney-in-fact for this purpose), shall have the right to grant such additional electric, gas, other utility or service or other easements, or relocate any existing easements or drainage facilities in any portion of the Condominium Property and Association Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property and Association Property, as the Developer or Association, as the case may be, shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes. The Developer, so long as it is in control of the Association, or Association, as the case may be, has the authority without the joinder of any Unit Owners, to grant, modify or move any easement, subject to the provisions of the easement, if the easement constitutes part of or crosses the Common Elements and Association Property.

7. Other Easements of Record. In addition to those provided in the Governing Documents, the Property is subject to covenants, restrictions, and easements referenced herein. The following is a summary of matters of public record of St. Johns County, Florida affecting or potentially affecting title to the Property:

- a. Drainage Easements and ingress and egress easement recorded in ORB 22, Page 576;
- b. Drainage Easement in ORB 116, Page 274;
- c. Temporary construction easements in ORB 500, Page 698;
- d. Easement in favor of Florida Power and Light in ORB 978, Page 440;
- e. Easement in favor of Florida Power and Light in ORB 2961, Page 811;
- f. Grant of Easement for Sewer Lift Station in ORB 2837, Page 1680;
- g. Grant of Easement for Sewer Lift Station in ORB 2970, Page 841;
- h. Grant of Easement to City of St. Augustine in ORB 2837; Page 1694;
- i. Grant of Easement to Florida Power & Light ORB 3114; Page 912;
- j. Grant of Easement and Rights for Utilities in ORB 3005, Page 180, and Page 184;
- k. Grant of Easement to Comcast of Greater Florida/Georgia in ORB 3212, Page

1347;

- I. Communication Equipment Easements to Bell South recorded in ORB 2977; Page 185, and Page 189.

ARTICLE XIII **Age Restrictions**

1. Age Restrictions Concerning Occupancy and Alienation. The Villages of Seloy is intended to be developed and shall be developed for the primary benefit, occupancy, use, and enjoyment of individuals who are fifty-five (55) years of age or older. The provisions of this Article are intended to be consistent with, and are set forth herein to comply with the Housing for Older Persons Act of 1995 ("HOPA"), which allows discrimination on the basis of familial status under prescribed circumstances, as well as similar Florida state law found in Section 760.29, Fla. Stat. The Declarant or the Association shall have the power to amend this Article without the consent of the Members or any person except the Declarant for the purpose of maintaining the age restriction consistent with HOPA and any regulations or judicial decisions relating thereto.

2. Definitions.

a. "Qualified Occupant" means any individual fifty-five (55) years of age or older who occupies a Unit.

b. "Occupy" or any extension of the root word "occup," for the purposes of this Article means the maintaining of a physical presence overnight in a Unit for at least ninety (90) days in a consecutive twelve (12) month period.

c. "Qualified Resident" means any of the following persons occupying a Unit:

- i. Any Qualified Occupant; and
- ii. Any person nineteen (19) years of age or older occupying a Unit with a Qualified Occupant.

3. Restrictions on Occupancy. Subject to the rights reserved to the Declarant for the purposes of selling and marketing within the Property, the Units within the Property are intended for the housing of persons fifty-five (55) years of age or older. The following provisions are included in this Declaration to comply with HOPA:

a. Each occupied Unit shall at all times be occupied by at least one person who is a Qualified Occupant.

b. No person under the age of nineteen (19) shall occupy a Unit. No one under the age of nineteen (19) may reside in the Unit for more than ninety (90) days in any consecutive twelve (12) month period. Anyone under the age of nineteen (19) is permitted to visit the Units, provided that someone age nineteen (19) or older supervises that person at all times.

c. Nothing in this Article shall restrict the ownership or transfer of title to any Unit; provided that no Owner under the age of fifty-five (55) years may occupy a Unit unless the requirements

of this Article are met nor shall any Owner permit occupancy of the Unit in violation of this section.

d. Any Owner may request in writing that the Association make an exception to the requirements for the Qualified Occupant with respect to a Unit based on documented hardship. The Association may, but shall not be obligated to, grant exceptions in its sole discretion, provided that the compliance with all of the requirements of HOPA are maintained.

4. Change of Occupancy – Notice. In the event of any change in occupancy of any Unit as a result of transfer of title, lease, birth or death, change in marital status, vacancy, change in location of a permanent resident of a Unit, or for any other reason, the Owner of the Unit shall immediately notify the Association in writing and provide to the Association the names and ages of all current occupants of the Unit and such other information as the Board may reasonably require to verify the age of each occupant required to comply with HOPA. In the event that an Owner fails to notify the Association and provide all required information within ten (10) days after a change in occupancy occurs, the Association may levy fines against the Owner and the Unit for each day after the change in occupancy occurs until the Association receives the required notice and information, regardless of whether the occupants continue to meet the requirements of this Article, and in addition to all other remedies available under this Declaration, at law, or in equity.

5. Monitoring Compliance & Additional Remedies. Strict compliance with this section is mandatory for the Association and all Owners, and the Association shall have all powers and remedies available at law or in equity to ensure that the community remains in compliance with any legal requirements to maintain its status as an age fifty-five (55) and older community, which shall include, but not be limited to, evicting, ejecting, or otherwise causing to be removed any non-compliant tenants or Owners. Notwithstanding the reservation of the Association's right to evict, under no circumstances shall the Association be deemed a landlord except with respect to that specific, limited power. Notwithstanding the foregoing, while the Association shall have the power and authority to evict, eject, or otherwise cause to be removed any tenants of a Unit that has not obtained a valid Lease Certificate or Hardship Certificate, the Association may not evict or terminate leases of families with children in order to achieve occupancy of at least 80 percent of the occupied units by at least one person 55 years of age or older. The Association shall be responsible for maintaining records to provide evidence of compliance with this Article and HOPA, including policies regarding visitors, updating of age records, granting exemptions to compliance, and enforcement. The Association shall periodically distribute such policies, procedures, and rules to the Owners and make copies available to Owners, tenants, and mortgagees upon reasonable request in writing.

The Association may enforce this Article in any legal or equitable manner available in the Board's exclusive discretion, including, but not limited to, conducting a census of the occupants of Units, requiring that copies of birth certificates or other proof of age for one Qualified Occupant per Unit be provided to the Board on a periodic basis, and taking action to evict or otherwise remove the occupants of any Unit that does not comply with the provisions of this Article or HOPA.

6. Confidentiality. The Association's records regarding Owners and occupants shall be maintained on a confidential basis and not disclosed to other parties except as required to enforce HOPA or unless otherwise required by law.

7. Appointment of Attorney in Fact. **Each Owner hereby appoints the Association as its attorney-in-fact for the purpose of taking legal or equitable action to dispossess, evict, or otherwise remove the occupants of any Unit as necessary to enforce compliance with HOPA and this Article.**

8. Indemnification. Each Owner shall be responsible for ensuring compliance of his or her Unit with this Article and with HOPA. Each Owner, by acceptance of title to a Unit, agrees to indemnify, defend, and hold harmless the Declarant, any of the Declarant's agents or assigns, and the Association from any and all claims, losses, damages, and causes of action which may arise from the failure of any Owner's Unit to comply with the provisions of HOPA or the provisions of this Article. Such costs shall include attorney's fees and costs.

9. Declarant Sales. Notwithstanding the provisions of this Article, the Declarant reserves the right to sell Units for occupancy to persons of any age, provided that such sales shall not affect the Property's compliance with all applicable laws pursuant to which the Property may be developed and operated as an age-restricted community.

ARTICLE XIV Occupancy and Use Restrictions

1. Purpose. In order to provide for congenial occupancy of the Property, the security of residents, and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

2. Occupancy of Units. Units shall be utilized for single-family residential purposes. Because community living requires a greater degree of control over and limitation upon the rights of individual owners and the presence of certain types of criminal offenders can materially and adversely affect property values, adversely impact the security of elders living in and children visiting in the community, and adversely impact other Owners' enjoyment of their property, no person may occupy a Unit in this community if that person is currently a registered sexual offender or registered sexual predator. The foregoing is a restriction on occupancy of a Unit.

3. Business Activity. No business or business activity shall be conducted in any Unit or on any Lot at any time; provided, however, that to the extent allowed by applicable zoning laws, private business activities may be conducted in a Unit as long as such use is incidental to the primary residential use of the Unit and does not violate any applicable law, involve any exterior signage or advertising of the Unit as a place of business, require frequent visits by clients or business associates to the Property, or unduly contribute to parking, traffic, telecommunications, or security problems for the Property. In the event of a dispute as to whether business activities within a Unit meet the requirements of this subsection, the decision of the Board of Directors is conclusive. Nothing herein contained shall limit the Declarant's right to use Units within the Property for sales purposes.

4. Use of Common Elements; Watering; Satellite Dishes. The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. The Common Elements include a sprinkler system that will be set so as to adhere to the rules of the water management district. Unit Owners shall not use additional irrigation devices but may hand-water landscaping around the Unit, if necessary or desirable. Television antennas and satellite dishes meeting applicable FAA requirements may be located on the Common Elements solely at locations and under conditions designated by the Association. To the extent allowed by law, antennas or dishes installed on the Common Elements without Association approval shall result in removal and may result in fines.

5. Children. Children shall be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Property and including full compliance by them of

these restrictions and all rules and regulations of the Association.

6. Pets. Fish or other small caged pets, such as birds, are allowed if kept within the Unit. In addition, the Owners of each Unit shall have a license to maintain one dog and one cat, or two dogs, or two cats in the Unit as pets provided that such pets are not kept, bred, or maintained for any commercial purpose. The license granted by this subsection does not permit any pit bulls, Rottweiler, and other similar types of dogs regardless of weight or size. The Board shall have the right to grant a license to a Unit Owner to maintain a pit bull, Rottweiler, or similar type dog on a case-by-case basis. The license provided by this subsection may be withdrawn at any time by the Board at a duly called meeting of the Board if the Board determines in its sole discretion that the pet has become a nuisance to the Unit Owners, or that the rules and regulations regarding pets are not being fully obeyed. If the license is withdrawn by the Board, the Unit Owner shall immediately remove the pet from the Property. All pets are subject to the reasonable rules and regulations promulgated by the Board. Pets shall never be allowed to run freely upon any of the Property, except within the bounds of the Owner's Unit. When outside of a Unit, pets shall be leashed and in the company of an individual willing and able to fully control the pets. All pets shall be walked only in that part of the Common Elements designated by the Association for that purpose, or within that part of the Association Property designated by the Association for that purpose, or taken off the premises for relief and exercise. Any Owner maintaining a pet on the Property shall be fully responsible for, and shall bear the expense of, any damage to persons or property resulting therefrom and shall clean up after the pet when outside of the Unit within the Property. The amount of damages shall be determined by the Board of the Association. No guest, lessee or invitee shall bring any animal whatsoever upon the Property.

7. Nuisances. No nuisances (as defined by the Association) shall be allowed on the Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Property by its residents or occupants. Skateboards are prohibited on the road within the Condominium.

8. No Improper Uses. No improper, offensive, hazardous, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction relating to any portion of the Property shall be corrected by and at the sole expense of the party obligated to maintain or repair such portion of the Property, as elsewhere herein set forth.

9. Exterior Improvements, Appearance, Landscaping. No Unit Owner shall cause anything to be affixed or attached to, hung, displayed, or placed on the exterior walls, doors, patios or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, furniture, fixtures and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass, or other plant life outside her Unit, without the prior written consent of the Association. Notwithstanding the foregoing, a Unit Owner may display on the exterior door of the Unit during holiday periods, holiday decorations which may be subject to reasonable rules adopted by the Association as to frequency, size, and duration. A Unit Owner may also display one portable, removable United States flag in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, a Unit Owner may display, in a respectful manner, portable, removable official flags, not larger than four and one half (4 1/2) feet by six (6) feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any contrary declaration rules or requirements dealing with flags or decorations. All window coverings shall appear white or beige when viewed from outside of the Unit.

10. Vehicles and Parking. The parking of vehicles in the Property is restricted as follows:

a. Automobiles. Automobiles without any advertising or logos on the vehicle shall be permitted to be parked in parking areas and garages. Automobiles with advertising or logos shall be parked only in garages or in areas designated by the Board of Directors.

b. Sport Utility Vehicles and Passenger Vans. Sport utility vehicles ("SUV's"), pickup trucks, and passenger vans not outfitted for recreational purposes and without any advertising or logos shall be permitted to be parked in parking areas and garages. SUV's, pickup trucks and passenger vans outfitted for recreational purposes or with advertising or logos shall be permitted only in garages or in areas designated by the Board of Directors.

i. "Passenger van" means a van that weighs less than five thousand (5,000) pounds, has seating for more than two (2) passengers, and has non-commercial license plates.

ii. "Outfitted for recreational purposes" means a van that has running water, LP gas or sanitary waste facilities. No removable ladders or other commercial equipment shall be stored on the exterior of any passenger van.

iii. "Non-passenger van" means any van that does not comply with the definition of a "passenger van."

c. Boats, Campers, & Trailers. Boats, campers and trailers shall be permitted to be parked in the Property only if parked in garages or in areas designated by the Board of Directors.

d. Travel Trailers, Motor Coaches, Motor Homes, Mobile Homes. Travel trailers, motor coaches, motor homes, recreational vehicles, mobile homes and any other trailer or vehicle not specifically permitted herein shall not be parked on the Property at any time except in areas designated by the Board of Directors.

e. Exceptions. For good cause, the Association may grant a specific exception of limited duration to the provisions of this Section upon written request to the Association.

f. Lawns & Streets. No vehicle shall be parked on any lawn, yard, travel area of streets, or other area not intended for vehicular parking.

g. Temporary Storage. Notwithstanding the foregoing, boats, travel trailers, motor coaches, and recreational vehicles may be parked on those portions of the Common Elements designated for such purpose by the Board of Directors for periods of not more than forty-eight (48) hours for the purpose of preparing such vehicle for use, provided such parking does not interfere with ordinary traffic flow or access to any Unit.

11. Sound Disclosure. Sound transmission can be very difficult to control and noise from adjoining or nearby Units or mechanical equipment can often be heard in another Unit. The Declarant does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Property, and each Unit Owner hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound transmission.

12. Mitigation of Dampness and Humidity. No Owner shall install within the Unit, or upon the Common Elements, non-breathable wall coverings or low permeability paints. Additionally, Owners should ensure that all built-in caseworks, furniture, and shelving allows air space and air movement between the furniture or built-ins and these types of structures shall not be installed with backboards flush

against any gypsum board wall. All Owners, whether or not occupying their Unit, shall periodically run the air conditioning system to reduce the humidity in the Unit, not leave any windows or exterior doors open during periods in which the Unit is not occupied, keep all drains clear of stoppage and clogs, periodically check and clean drip trays in appliances and mechanical systems in the Unit, and shut off water to the Unit when the Unit is unoccupied. All of the foregoing are intended to minimize the potential development of molds, fungi, mildew, and the like. If the Association believes that these provisions are not being complied with, the Association shall have the right, but not the obligation, to enter the Unit to remedy the violation at the expense of the Owner.

13. Effect on Developer & Association. With the exception of the restrictions relating to children and pets, the restrictions and limitations set forth in this section shall not apply to Declarant or to Units owned by the Declarant unless the laws of a governing entity with jurisdiction require otherwise. The Association shall have the power, but not the obligation, to grant relief in particular circumstances from the provisions of specific restrictions contained in this section for good cause shown. During the period in which the Declarant is conducting sales and leases of Units in the ordinary course of business, the Developer may use the Units or Common Elements for its leasing and sales activities without interference from any Owner or the Association.

14. Selling, Leasing, and Mortgaging of Units

a. Residential Unit Leases. Leases shall be limited as provided herein. No portion of Unit (other than an entire Unit) may be rented or leased; that is, no rooms may be rented. Occupancy of Units by tenants is limited to three (3) persons times the number of bedrooms in the Unit. The minimum lease term shall be three (3) months and the number of times that each Unit may be leased in any twelve (12) month period will be limited to two (2) times per twelve (12) month period. No person may occupy a Unit if that person is a registered sexual offender or a registered sexual predator. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum that is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence or intentional acts of the tenant and his or her guests. Use of the Common Elements will be limited to either the Unit Owner or the tenant, as they may agree in the lease, but not both. If there is no specific provision in the Lease, use of the Common Elements will be limited to the tenant.

b. Limitation on the Number of Rental Units in the Villages of Seloy. The Villages of Seloy is located in a geographic area with tourist attractions and seasonal occupancies. To promote the Villages of Seloy as an owner-occupied primary home development rather than a rental or resort community, and to allow for the qualification for FHA mortgage insurance pursuant to its published guidelines, the number of rentals in the community shall be restricted. Owners (other than Declarant) must obtain a Lease Certificate from the Association before renting the Unit. Lease Certificates will be limited to fifty percent (50%) of the Units in the community (excluding all Units owned by Declarant), plus Hardship Certificates as described below. To preserve eligibility for FHA mortgage insurance, under no circumstances shall the Association issue Lease Certificates or Hardship Certificates in a cumulative amount equal to greater than fifty percent (50%) of the Units in the Condominium. The Lease Certificate shall be renewed annually on the date of its issue and Association may assess a charge for the Lease Certificate or its renewal, not to exceed \$100.00 or any such greater amount as allowable by law (which shall be considered a transfer fee pursuant to Section 718.112(2)(i), Fla Stat.). Notwithstanding the foregoing, if a lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made. The annual charges collected by the Association shall be used to pay the administrative costs incurred in issuing a Lease Certificate and Hardship Certificate, which includes searching of Association records to determine compliance with FHA guidelines and HOPA, and other

administrative costs relating to tenants. To renew a Lease Certificate, the Owner shall provide the name of the tenant and provide other information concerning the tenant reasonably requested by the Association. If a Unit has not been leased during the term of a Lease Certificate, the Association may decline to renew the Lease Certificate. If an Owner fails to renew such Owner's Lease Certificate, the Owner's right to lease shall expire upon termination of the then current lease term. Lease Certificates, including Hardship Certificates, shall be limited to the specific Unit Owner and Unit and shall not be transferable either from Owner to Owner or from Unit to Unit; provided the Lease Certificate will be transferred with and follow title to the Unit upon its sale to a new Owner for the term remaining of the then current lease. An Owner's request for a Lease Certificate shall be approved unless current Lease Certificates (excluding Hardship Certificates) outstanding meet or exceed a number equal to fifty percent (50%) of the Units (excluding Units owned and leased by the Declarant), or unless the Board reasonably determines that the issuance of a Lease Certificate in a particular instance could jeopardize compliance with the requirements of the FHA or HOPA. Owners who are denied a Lease Certificate shall be placed on a waiting list and will be issued a Lease Certificate, first come, first served, when the number of Lease Certificates (excluding Hardship Certificates) is less than fifty percent (50%) of the Units. The holder of any Hardship Certificate will be placed on the waiting list for a Lease Certificate and the Hardship Certificate shall expire upon issuance of a Lease Certificate to the Owner. The Declarant or Association may issue a Hardship Certificate if it determines a hardship exists, subject to the fifty percent (50%) maximum threshold discussed above. The Hardship Certificate may be limited in time and reviewed periodically and "Hardship" shall include, but will not be limited to:

- i. the Owner's inability to sell the Unit except at a price below market value despite good faith efforts to do so;
- ii. death or incapacity of the Owner;
- iii. temporary relocation of the Owner's place of business to a geographic area more than fifty (50) miles from the Unit; and
- iv. transfer of an Owner or co-Owner by the military.

c. Lease Requirements. Every lease shall be in writing and must be provided to the Association at least ten (10) days prior to the commencement of the lease for the purpose of verifying that the lease complies with this Article. All leases must contain the name and contact information for the tenants as well as the current address of the Unit Owner. All leases shall require that at least one (1) Occupant be fifty-five (55) years of age or older. Sufficient proof of age must be provided to the Association as it may reasonably require to verify the age of each Occupant and to comply with this Article. In addition, each lease shall contain a covenant designating the Association as the Owner's agent for the purpose of and with the authority to terminate any lease agreement in the event of violations by the tenant of this Declaration, the Articles, the Bylaws, or the Rules and Regulations. The foregoing provision shall be included in any lease agreement, and to the extent it is omitted, shall be deemed expressly incorporated therein.

d. Limitation on Association Approval of Lessees. To preserve qualification for FHA mortgage insurance, and to ensure compliance with HOPA, the Association shall only review prospective Lessees to ensure that the community will remain in compliance with HOPA and the FHA guidelines concerning owner-occupancy. In addition, the Association may review prospective Lessees to ensure that they are not registered sexual offenders as provided herein. Other than the foregoing, the Association shall have no further approval power of prospective Lessees.

e. No Timeshare Estates. No Timeshare estates shall be created with respect to any Unit in the Condominium. As provided in Section 718.103(25) of the Florida Statutes, a Timeshare estate means any interest in a Unit under which the exclusive right of use, possession, or occupancy of the Unit circulates among various purchasers of a timeshare plan pursuant to Chapter 721, Fla. Stat., on a recurring basis for a period of time.

15. Declarant's Right to Lease Units. The Declarant intends to sell the Units in this Project. However, should the Declarant incur adverse market conditions that impede sales, the Declarant may lease any or all of the Units for such periods of time as the Declarant elects or as the market requires until the Units can be sold on terms acceptable to the Declarant. Accordingly, the leasing restrictions in this Article shall not be applicable to the Declarant, except that the Declarant must comply with the age restrictions for the occupancy of Units as provided herein. In addition, the Declarant may lease the Units and transfer title to purchasers of the Units subject to leases.

16. Incorporation into Lease. The provisions of the Condominium Act (currently at Chapter 718 of the Florida Statutes), this Declaration, the Articles, the Bylaws, and the Rules and Regulations of the Association shall be deemed expressly incorporated into any leases. Subleases of Units is prohibited. Notwithstanding the lease of a Unit, the liability of the Owner under this Declaration shall continue.

17. Notice of Sale or Lease. A Unit Owner who leases or sells his or her Unit or any interest therein shall give to the Association a written notice of such sale and a copy of the lease, together with the name and address of the purchaser or lessee (if not included in the lease), the beginning date of the term of the lease, and such other information as the Association may reasonably require, so that the Association will have accurate, current records of the names and addresses of all Owners and lessees.

18. Sales Activity. For as long as there are any unsold Units and the Declarant is offering Units for sale in the ordinary course of business, the Declarant, its designees, successors, and assigns, shall have the right to use such Units and parts of the Common Elements for model Units and sales offices, to show model Units and the Common Elements to prospective purchasers and tenants of the Units, and to erect on the Property signs and other promotional material to advertise Units for sale or lease or to manage the Property. For as long as there are any unsold Units and the Declarant is offering Units for sale in the ordinary course of business, the Declarant reserves the right to use any Units not closed as temporary accommodations for, but not limited to, prospective purchasers. Such temporary accommodation shall not be considered a leasing of the Unit. No charge shall be made to the Declarant for such use.

19. First Mortgagee's Rights. The Declarant's right to re-purchase a Unit shall not apply to Units sold by or to any First Mortgagee acquiring title by foreclosure or by a deed in lieu of foreclosure or in satisfaction of debt. Such First Mortgagees shall have the right to sell such Units without having to offer the same for sale to the Declarant. In addition, restrictions set forth in this Article of this Declaration with respect to leases shall not apply to First Mortgagees, except with respect to the age occupancy restrictions as set forth herein.

20. Compliance and Default. The Association, each Owner, occupant of a Unit, tenant and other invitee of an Owner shall be governed by and shall comply with the terms of this Declaration and all Exhibits annexed hereto, and the applicable Rules and Regulations adopted pursuant to those documents, as the same may be amended from time to time and the applicable provisions of all of such documents shall be deemed incorporated into any lease of a Unit whether or not expressly stated in such lease. The Association (and Owners, if appropriate) shall be entitled to the following relief in addition to the remedies otherwise provided herein or by the Florida Statutes in the event of a violation or default:

a. Suspension of Use Rights & Fines. The Association may suspend, for a reasonable period of time, the right of a Member, or her tenant, guest, or invitee, to use Common Elements and facilities for the failure of any of the aforementioned parties to comply with any provision of the Governing Documents, provided however that suspension of use rights as to Unit Owners more than ninety (90) days delinquent in the payment of a monetary obligation to the Association shall continue until such time that the delinquency is paid in full. Notwithstanding the foregoing, the Association may not suspend use rights with respect to parking or manners of ingress and egress to the Owner's Unit. The Association may also levy reasonable fines, not to exceed \$100.00 per violation, against any Member, Owner, Tenant, Guest or Invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and an opportunity for a hearing, except that no such fine shall exceed \$1,000.00 in the aggregate unless otherwise allowable by law. A fine shall not become a lien against a Unit unless allowable by law. In any action to recover a fine, the prevailing party shall be entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the court. The Board of Directors may impose fines against the Unit and the Owner as follows:

- i. First violation: a fine not in excess of \$100.00 may be imposed.
- ii. Subsequent Violations, or a continuing violation after notice of the violation has been provided: a fine not in excess of \$1,000.00 may be imposed.

b. Due Process. A fine or suspension (other than suspensions contemplated by Section 718.303(4)-(5) at the time of recording this Declaration) may not be imposed without written notice of at least fourteen (14) days prior to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) Members appointed by the Board who are not Officers, Directors, or Employees of the Association, or the spouse, parent, child, brother, or sister of any of the foregoing individuals. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

c. Cumulative Remedy & Application. The remedies provided in this section shall be cumulative of all other remedies available at law or in equity. Also, the requirements for the imposition a fine shall not apply to the imposition of suspensions or fines for failure to pay Assessments or other charges when due.

ARTICLE XV

Covenant Enforcement and Dispute Resolution

1. Voluntary Mediation; Mandatory Nonbinding Arbitration. Prior to the institution of court litigation, a party to a dispute shall petition the Division for nonbinding arbitration. For the purposes of this Article, "dispute" shall mean any disagreement between two or more parties that involves: (a) the authority of the Board of Directors to require any Owner to take action, or not to take any action, involving that Owner's Unit or the appurtenances thereto; or (b) the authority of the Board of Directors to alter to add to a common area or element; or (c) the failure of a governing body, when required by Chapter 718, Fla. Stat. or a Governing Document, to: (i) properly conduct elections; (ii) give adequate notice of meetings or other actions; (iii) properly conduct meetings; or (iv) allow inspection of books and records. For the purposes of this Article, "dispute" does not include any disagreement that primarily involves: title to any Unit or Common Element; the interpretation or enforcement of any warranty; the levy of a fee or assessment, or the collection of an assessment levied against a party; the eviction or other removal of a tenant from the Unit; alleged breaches of fiduciary duty by one or more Directors; or claims

for damages to a Unit based upon the alleged failure of the association to maintain the common elements or condominium property. The provisions of this Section shall be subject to the Condominium Act and Florida Administrative Rules, as amended from time to time.

a. Petition Requirements. Petitions for nonbinding arbitration must be accompanied by a filing fee in the amount determined by the Division. The petition must recite, and have attached thereto, supporting proof that the petitioner gave the respondents: (i) advance written notice of the specific nature of the dispute; (ii) a demand for relief, and a reasonable opportunity to comply or to provide the relief; and (iii) notice of the intention to file an arbitration petition or other legal action in the absence of a resolution of the dispute. Failure to include the foregoing will require dismissal of the petition without prejudice.

b. Option for Mediation. Before or after the filing of the respondents' answer to the petition, any party may request that the arbitrator refer the case to mediation. Upon receipt of a request for mediation, the Division shall contact the parties to determine if mediation would be appropriate. If all parties agree, the arbitrator may refer a dispute to mediation at any time. The parties shall share equally the expense of mediation, unless they agree otherwise.

c. Finality; Trial de Novo. The arbitration decision shall be presented to the parties in writing. That decision is final in those disputes in which the parties have agreed to be bound. An arbitration decision is also final if a complaint for a trial de novo is not filed in a court of competent jurisdiction in which the condominium is located within thirty (30) days. The party who files a complaint for a trial de novo shall be assessed the other party's arbitration costs, court costs, and other reasonable costs, including attorney's fees, investigation expenses, and expenses for expert or other testimony or evidence incurred after the arbitration hearing if the judgment upon the trial de novo is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorney's fees.

2. Negligence. An Owner and any tenant of a Unit shall be liable for the expense of any maintenance, repair, or replacement made necessary by her 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 with respect to such negligence.

3. Compliance. In the event an Owner, tenant, or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of this Declaration, the Bylaws, the Articles, applicable Rules and Regulations or any other agreement, document or instrument affecting the Property or administered by the Association in the manner required, the Association or Owner, as the case may be, shall have the right to proceed in a court of equity to require performance and compliance, and also to impose any applicable fines and to sue in a court of law for damages. The Association shall have the right to charge the Unit Owner for the sums necessary to do whatever work is required to put the Owner or Unit in compliance; provided, however, that nothing contained in this section shall authorize the Association to enter a Unit to enforce compliance. The Unit Owner shall not have the right to levy or impose any fines. Unit Owners shall have similar rights of action against the Association. In addition, the Association shall have the irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair, or replacement of any Common Element or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units.

4. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an Owner, a tenant or the Association to comply with the requirements of the Act, this Declaration, the

Exhibits annexed hereto, or the Rules and Regulations adopted pursuant to those 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) as may be awarded by the court. An Owner prevailing in an action with the Association, in addition to recovering her reasonable attorneys' fees, may recover additional amounts as determined by the court to be necessary to reimburse the Owner for her share of Assessments levied by the Association to fund its expenses of the litigation. In addition, parties to a dispute as contemplated by the previous section of this Article may seek to recover any costs and attorneys' fees incurred in connection with arbitration and mediation proceedings as part of the costs and fees that may be recovered by the prevailing party in any subsequent litigation.

5. Non-Waiver of Rights. The failure of the Association or any Owner to enforce any covenant, restriction, or other provision of the Act, this Declaration and the Exhibits annexed hereto, or the Rules and Regulations adopted pursuant to those documents, as the same may be amended from time to time, shall not constitute a waiver of right to do so thereafter.

ARTICLE XVI

Amendments

1. Amendments. Except as elsewhere provided herein, amendments may be effectuated as provided in this Article.

2. By the Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the Owners. Except as elsewhere provided, approvals must be by an affirmative vote representing not less than two thirds (2/3's) of the voting interests of all Owners.

3. Material Amendments. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, permit time share estates, or change the percentage by which the Owner of a Unit shares the Common Expenses and Common Surplus (any such change or alteration being a "Material Amendment"), unless the record Owner(s) thereof, and the record owners of mortgages or other liens thereon, shall join in the execution of the amendment and the amendment is otherwise approved by not less than two third's (2/3's) of the voting interests of all Owners.

4. By The Declarant. The Declarant shall have the right to amend the Declaration without the consent of the Unit Owners as provided in this Declaration. During the time the Declarant has the right to elect a majority of the Board of Directors of the Association, the Declaration, the Articles of Incorporation or the Bylaws of the Association may be amended by the Declarant alone, without requiring the consent of any other party so long as:

a. The amendment shall not change the configuration or size of any Unit in any material fashion or materially alter or materially modify the appurtenances to Units, or change the percentage by which the owners share the, Common Expenses or Common Surplus unless the record owner(s) of the Unit and the holders of all liens on the Unit join in the execution of the amendment and the amendment is approved by a majority of the total votes of the Association. Changes to the interior floor plan of a Unit which do not materially affect the size of the Unit shall not constitute material

alterations or modifications.

b. The amendment does not create timeshare estates.

5. Declarant Consent. No amendment may be adopted which would eliminate, modify, prejudice, abridge, or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Declarant in this Declaration, without the written consent of the Declarant in each instance.

6. Execution and Recording. An Amendment, other than amendments made by the Declarant alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association, executed either by the President of the Association or a majority of the members of the Board of Directors, which shall include recording data identifying the Declaration, and shall be executed with the same formalities required for the execution of a deed. An amendment of the Declaration is effective when properly recorded in the public records of the County. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words inserted in the text shall be underlined; and words to be deleted shall be illustrated as such using strike-through font. 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 strike-through as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly adopted amendment.

ARTICLE XVII

Rights of Mortgagees

1. Purpose. 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:

2. Right to Request. Each First Mortgagee shall have the right:

a. 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 and upon reasonable notice; and

b. 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 Owners at the end of its fiscal year; provided, however, that in the event an audited financial statement is not available, the holders of fifty-one percent (51%) or more of the First Mortgages of the Units shall be entitled to have such an audited statement prepared at their expense.

3. Insurance and Condemnation Proceeds. No provision of this Declaration or the Articles of Incorporation or any similar instrument pertaining to the Property or the Units therein shall be deemed to give an Owner or any other party priority over any rights of a First Mortgagee in the case of distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units, or the Common Elements (to the extent applicable), or to any portion thereof or interest therein. In

such event, the First Mortgagee shall be entitled to written notice of any such loss.

4. Amendment. Because the availability of institutional financing benefits all Owners, the Declarant hereby reserves the right to amend this Article as necessary to obtain Veterans Administration, Federal Housing Administration, and Federal National Mortgage Association financing for the subdivision. Any amendment pursuant to the requirements of the Veterans Administration, Federal Housing Administration, Federal National Mortgage Association, its successors and assigns, SJRWMD, FDEP, U.S. Army C.O.E., or such similar institutions or associations, may be made without further consent of any of the Owners and all Owners acknowledge that such amendment shall be binding upon and shall constitute covenants running with the land irrespective of the date of amendment.

5. Eligible Mortgage Holders. If mortgages subject to or guaranteed by FNMA or the FHLMC are involved (herein "Eligible Mortgage Holders"), the consent of Owners holding at least sixty-seven percent (67%) of the total votes in the Association and the approval of the Eligible Mortgage Holders who represent at least fifty-one percent (51%) of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders shall be required to add or amend any material provisions of this Declaration, which consent shall not be unreasonably withheld. Notwithstanding the above, the approval of any proposed amendment by any mortgage holder shall be deemed implied and consented to if the Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within sixty (60) days after the Eligible Mortgage Holder receives notice of the proposed amendment sent by certified or registered mail, return receipt requested. In addition to those amendments that have been deemed material by appropriate courts and other legal authorities of competent jurisdiction, material amendments shall also be those amendments as defined by FNMA and the Department of Housing and Urban Development, as applicable, including:

- a. Voting;
- b. Assessments, assessment liens, or subordination of such liens;
- c. Reserves for maintenance, repair, and replacement of Common Elements;
- d. Insurance or fidelity bonds;
- e. Rights to use Common Elements
- f. The expansion or contraction of the Condominium Property, or the addition, annexation, or withdrawal of property to or from the Condominium;
- g. Responsibility for maintenance and repair of the Condominium Property;
- h. Boundaries of any Unit;
- i. The interests in the Common Elements or Limited Common Elements;
- j. Convertibility of Units into Common Elements or of Common Elements into Units;
- k. Leasing of Units;
- l. 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;
- m. Establishment of self-management by the Association and termination of the management responsibilities, duties, and contractual obligations of the management firm, if any, where professional management has been required by FNMA, HUD, or VA, to the extent not superseded by the Section 718.302(1), Fla. Stat., in the event of conflict between the statute and this subsection.
- n. Restoration or repair of the Condominium after damage or partial condemnation in a manner other than as provided in this Declaration.
- o. Amendment of any provisions that are for the express benefit of Eligible Mortgage Holders, insurers, or guarantors of first mortgages on the Units in the Condominium.

6. Mortgagee Consent. If an Eligible Mortgage has an interest, unless at least fifty-one percent (51%) of the Eligible Mortgage Holders give their consent, which consent shall not be unreasonably withheld, the Association or the membership shall not:

- a. change the pro rata interest or obligations of any Unit for the purpose of:
 - i. levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or
 - ii. determining the pro-rata share of ownership of each Unit in the Common Elements;
- b. partition or subdivide any Unit in any manner inconsistent with the provisions of this Declaration;
- c. use hazard insurance proceeds for losses to any portion of the Property (whether to Units or to Common Elements) for other than the repair, replacement, or reconstruction of such portion of the Property.
- d. by act or omission seek to abandon or terminate the Condominium;
- e. by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements other than for the repair, replacement, or reconstruction of such portion of the Condominium; provided, however, that the granting of an easement or license as authorized herein shall not be deemed a transfer within the meaning of this subsection.

The provisions of this subsection shall not be construed to reduce the percentage vote that must be obtained from First Mortgagees or Owners where a larger percentage vote is otherwise required by the Act or the Governing Documents for any of the actions contained in this subsection.

7. Right to Notice. Mortgagees and guarantors of the mortgage on any Unit shall be entitled to timely written notice of:

- a. any condemnation loss or any casualty loss which affects a material portion of the project or any Unit securing its mortgage;
- b. any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a mortgage involving an Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Owner of any other obligation under the Governing Documents which is not cured within sixty (60) days;
- c. any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- d. any proposed action which would require the consent of a specified percentage of mortgagees, First Mortgagees or Eligible Mortgage Holders, as specified herein;
- e. any proposed amendment of the Governing Documents which would change:

- thereto;
- i. the boundaries of any Unit or the exclusive easement rights appertaining thereto;
 - ii. the interests in the Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto;
 - iii. the number of votes in the Association appertaining to any Unit; or
 - iv. the purposes to which any Unit or the Common Elements are restricted;
 - v. any condemnation loss or any casualty loss which affects a material portion of any Unit on which there is a mortgage held by such First Mortgagee;

8. Notice After Request.

- a. Each Owner shall be obligated to furnish to the Association the name and address of any mortgagee encumbering such Owner's Unit.
- b. 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 of any such proceeding or proposed acquisition and no provisions of any document will entitle an Owner or other party to priority over such holder with respect to the distribution of the proceeds of any award or settlement.
- c. Any holder of a first mortgage on a Unit that receives a written request to approve additions or amendments and fails to deliver or mail to the requesting party a negative response within sixty (60) days shall be deemed to have approved and consented to such request.
- d. Any mortgagee consent required under this Article shall not be unreasonably withheld.

9. Non-impairment of Rights. Notwithstanding anything to the contrary herein, the provisions of this Declaration governing sales and leases shall not apply to impair the right of any First Mortgagee to:

- a. foreclose or take title to a Unit pursuant to remedies contained in its mortgage; or
- b. take a deed or assignment in lieu of foreclosure; or
- c. sell, lease, or otherwise dispose of a Unit acquired by the First Mortgagee.

ARTICLE XVIII

Phasing

1. Reservation of Right to Add Phases. The Declarant hereby reserves and shall have the right, but not the obligation, to add Phases and additional property to the Property. The Declarant may make non-material changes in the legal description of any Phase and may add any Phase in any order

regardless of the number of the Phase. The Project contemplates that there will be a maximum of 240 Units in the Property if all phases are completed and made subject to this Declaration. A description of the proposed phases of the Project are as follows:

- a. Phase 1A, if added to the Property, will contain amenities (pool, club facility).
- b. Phase 2, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 2 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.
- c. Phase 3, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 3 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.
- d. Phase 4, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 4 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.
- e. Phase 5, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 5 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.
- f. Phase 6, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 6 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.
- g. Phase 7, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 7 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.
- h. Phase 8, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 8 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.
- i. Phase 9, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 9 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.
- j. Phase 10, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 10 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.
- k. Phase 11, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 11 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.
- l. Phase 12, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 12 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

m. Phase 13, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 13 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

n. Phase 14, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 14 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

o. Phase 15, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 15 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

p. Phase 16, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 16 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

q. Phase 17, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 17 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

r. Phase 18, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 18 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

s. Phase 19, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 19 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

t. Phase 20, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 20 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

u. Phase 21, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 21 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

v. Phase 22, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 22 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

w. Phase 23, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 23 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

x. Phase 24, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 24 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

y. Phase 25, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 25 will contain a minimum of approximately

1,800 square feet and a maximum of approximately 2,600 square feet.

z. Phase 26, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 26 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

aa. Phase 27, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 27 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

bb. Phase 28, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 28 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

cc. Phase 29, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 29 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

dd. Phase 30, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 30 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

ee. Phase 31, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 31 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

ff. Phase 32, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 32 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

gg. Phase 33, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 33 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

hh. Phase 34, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 34 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

ii. Phase 35, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 35 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

jj. Phase 36, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 36 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

kk. Phase 37, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 37 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

ll. Phase 38, if added to the Property, will contain two (2) residential Buildings and a minimum and maximum of 4 Units. Each Unit in Phase 38 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

mm. Phase 39, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 39 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

nn. Phase 40, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 40 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

oo. Phase 41, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 41 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

pp. Phase 42, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 42 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

qq. Phase 43, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 43 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

rr. Phase 44, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 44 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

ss. Phase 45, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 45 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

tt. Phase 46, if added to the Property, will contain two (2) residential Buildings and a minimum and maximum of 4 Units. Each Unit in Phase 46 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

uu. Phase 47, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 47 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

vv. Phase 48, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 48 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

ww. Phase 49, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 49 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

xx. Phase 50, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 50 will contain a minimum of approximately

1,800 square feet and a maximum of approximately 2,600 square feet.

yy. Phase 51, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 51 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

zz. Phase 52, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 52 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

aaa. Phase 53, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 53 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

bbb. Phase 54, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 54 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

ccc. Phase 55, if added to the Property, will contain one (1) residential Building and a minimum and maximum of 4 Units. Each Unit in Phase 55 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

ddd. Phase 56, if added to the Property, will contain three (3) residential Buildings and a minimum and maximum of 6 Units. Each Unit in Phase 56 will contain a minimum of approximately 1,800 square feet and a maximum of approximately 2,600 square feet.

2. Adjustment to Share of Common Expenses & Surplus. As, and if, each additional Phase is added to the Property, each Owner's share in the Common Expenses and Common Surplus will be adjusted to reflect the increase in the number of Units in the Property caused by the addition of the Phase(s). The formula for reallocating each Unit's proportion or percentage of ownership in the Common Elements and in the manner of sharing Common Expenses and owning surplus as additional Units are added to the condominium is to divide the square footage of the Unit type by the square footage of all Units.

3. Adjustment to Voting Interests. The Owners of each Unit cumulatively will have one (1) vote per Unit owned. Accordingly, in the event any Phase is added, the membership in the Association will be increased by the number of additional Unit Owners in the added Phase or Phases, and each Unit in the Property will have the right to vote in accordance with the provisions this Declaration.

4. Declarant's Right to Alter Project. Building types described herein may be designed or altered to meet market demands. The rights reserved to the Declarant in completing subsequent phases includes the right to select the building types to be developed in each phase, to add additional building types, and to modify the buildings and site plan to accommodate changes as authorized in this Article. Such changes include varying those mixes and sizes of Units within each Phase, moving the Phase property lines, changing the design of the buildings, changing the mix of unit types in the buildings, and deleting buildings within the phases. Declarant reserves the right to amend this Declaration to add additional building plans should building plans or unit types change for subsequent phases. These changes may be made by the Declarant to accommodate what the Declarant determines in the exercise of its absolute discretion to be a more aesthetic or more appropriate use and building system for that phase. The

Declarant also reserves the right and authority to make nonmaterial changes in the legal description of each phase to the maximum degree permitted by law. Any movement by the Declarant of a property line between abutting phases of this Project, which phases are ultimately declared and made a part of the Property, is declared to be a nonmaterial change in the legal description of the phases involved when the abutting phases sharing the property line are declared a part of the Property. Plans or modified plans will be included with the applicable phase amendment.

5. Amendment to Declaration to Reflect Additional Phases. Each Phase will be added to the Property by an appropriate amendment to this Declaration. Notwithstanding the provisions of Section 718.110, Florida Statutes, or any other provision of this Declaration, amendments to this Declaration adding an additional phase to the Property shall not require the execution of such amendments or consents thereto by Owners, mortgagees, lienors, or the Association, or any other person or entity, other than the Declarant of such additional phase. Taxes and other assessments relating to the property in any phase added to the Property covering any period prior to the addition of such phase shall be the responsibility of the Declarant.

6. No Time Sharing. No time-share estates will or may be created with respect to Units in any phase.

7. Time to Add Additional Phases. The time period within which each phase must be added to the Property, if at all, is the date which is seven (7) years after the date of the recording of the certificate of surveyor and mapper pursuant to Section 718.104(4)(e), Fla. Stat., or the recording of an instrument that transfers title to a Unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such Unit, whichever occurs first, unless the Unit Owners vote to approve an amendment extending the seven (7) year period. For the exclusive purpose of amending this Declaration to provide additional time for the Developer to additional phases, and to the extent permitted by law, only the vote of a majority of the Unit Owners shall be required.

8. Right to Change Location of Common Elements. The Declarant reserves the right to change the location of the roads, parking areas, walkways, and other Common Element improvements as may be reasonably required to serve the Buildings and Units within any phase, and to make changes in the legal description of the phase required to accommodate such changes or to comply with applicable governmental requirements such as parking and set-back or to correct errors, prior to the time the phase is added to the Property. In any event, all Buildings added to the Property in any Phase will be comparable to the Buildings initially included in the Committed Property.

9. Assignment of Declarant's Rights. The Declarant shall have the sole and exclusive right at any time to transfer and assign any or all rights, obligations, powers, easements, privileges, authorities, and reservations granted to or reserved by Declarant as developer and declarant in this Declaration. Upon such assignment, all rights and obligations of Declarant, including Declarant's guarantee of assessments, shall be transferred to and be assumed by Declarant's designated assignee and Declarant will thereby be relieved of any rights and obligations under this Declaration. Upon the termination of the Class B Membership in the Association, the rights in the Declarant herein shall vest automatically in the Association which shall assume all obligations thereof.

10. No Obligation, Representation, or Warranty. Notwithstanding anything contained herein to the contrary, the Declarant shall have no duty, obligation, or responsibility to cause any phase or its improvements to be added to the Property, and nothing contained herein shall be deemed a representation or warranty that any additional Phase will in fact be added to the Property.

11. Easements and Use Rights. Should adverse market conditions affect the Declarant's ability to timely complete the entire Project, later phases may be not be added to the Property. Whether or not developed as a subsequent phase and added to the Property, Owners within the lands described in proposed additional phases 2 through 10 above shall have the same rights and easements of ingress and egress over, across, through, and under such portions of the Property as those Owners are entitled to with respect to the Committed Property. Every Owner, by acceptance of a deed to a Unit, acknowledges that, in addition to being subject to and bound by the Governing Documents, he or she is subject to this provision. Declarant shall have the right to relocate any portion of access roads and water management facilities in later phases that are not added to this Property. All persons entitled to use Common Elements will be responsible for an equal proportionate share (based on the total number of Units having the right to use the facility) of the cost of the maintenance, repair, upkeep, and replacement of the portion of any Common Element that they are entitled to use.

ARTICLE XIX **Disclosures & Other Provisions**

1. Changes. The views from an Owner's Unit can change over time due to, among other things, additional development and the removal or addition of landscaping. No representations are made regarding the zoning of adjacent property, nor that the category to which adjacent property is zoned may not change in the future. No representations are being made regarding which schools may now or in the future serve the Units or Property. Since there are conditions which different people may find objectionable in any neighborhood, it is acknowledged that there may be conditions outside of the Property which an Owner or occupant may find objectionable and that it shall be the sole responsibility of the Owners and occupants to become acquainted with neighborhood conditions which could affect the Unit.

2. Unit Keys. At the request of the Association, each Owner, by acceptance of a deed to a Unit, agrees to provide the Association with a key to the Unit and the security alarm code, if any, to be used by the Association for maintenance, emergency, security or safety purposes as provided in this Declaration. Neither the Declarant nor the Association shall be liable for any loss or damage due to its holding such key or use of such key for the purposes described above, and each Owner shall indemnify and hold harmless the Declarant, the Association, and its officers and directors against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon the Declarant, the Association, or its officers or directors in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding) brought by the Owner or the Owner's family, tenants, guests, employees, invitees, or licensees against the Declarant, the Association, and its officers or directors arising out of or relating to its holding or use of such key for the purposes described in this declaration.

3. Warranties. **All express or implied warranties other than the warranties that may be expressly required by law at the recording of this Declaration are disclaimed.** As to any warranty or claim that cannot be disclaimed, all incidental and consequential damages arising from the breach of such warranty are hereby disclaimed. All Owners, by virtue of acceptance of title to their respective Units (whether from the Declarant or another party) shall be deemed to have automatically waived all incidental and consequential damages.

4. Construction Defects. **CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS (OR 120 DAYS**

BEFORE FILING AN ACTION INVOLVING AN ASSOCIATION REPRESENTING MORE THAN 50 UNITS) BEFORE YOU BRING ANY LEGAL ACTION YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION ACTIONS WHICH YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

Owners and the Association shall provide the notices to Declarant and its contractors as required by Chapter 558. For as long as the Declarant remains liable under any warranty for any act or omission of the Declarant with respect to the Property, then the Declarant and its contractors, agents and designees shall have the right, in the Declarant's sole discretion, from time to time, and without requiring prior approval of the Association or any Owner (except that absent an emergency situation, the Developer shall provide reasonable advance notice), to enter the Condominium Property, including the Lots, Units, Common Elements, and Limited Common Elements, for the purpose of inspecting, testing, and surveying same to determine the need for repairs, improvements or replacements, and effecting same, so that the Declarant can fulfill any of its warranty obligations. Nothing herein shall be deemed or construed as the Declarant making a warranty other than the warranties which may be required by law.

5. Measurement of Units. Common Expenses are based on square footage of Units. Each Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods used for calculating square footage and as a result of in the field construction, other permitted changes to the Unit, and settling and shifting of improvements, actual square footage of a Unit may be affected. By accepting title to a Unit, the applicable Owners(s) shall be deemed to have conclusively agreed to accept the size and dimension of the Unit, regardless of any minor variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of the Declarant's promotional material or otherwise. Without limiting the generality of this section, the Declarant does not make any representation or warranty as to the actual size, dimensions or square footage of any Unit, and each Owner shall be deemed to have fully waived and released any such warranty and claims for losses or damages resulting from any variances between any represented or otherwise disclosed square footage and the actual square footage of the Unit.

6. Covenants Running With the Land. All provisions of this Declaration, the Articles, Bylaws and applicable Rules and Regulations of the Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Declarant and subsequent owner(s) of the land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in, or for the benefit of, the general public. All present and future Owners, tenants, and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, Bylaws, and applicable Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration and the Articles, Bylaws, and applicable Rules and Regulations of the Association, as they may be amended from time to time, by such Owner, tenant, or occupant.

7. Notices. All notices to the Association required pursuant to this Declaration or under any of the Governing Documents of the Association shall be sent by certified mail (return receipt requested) to the Association, care of its office at the Property, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Owners. Except as provided specifically in the Act, all notices to any Owner shall be sent by first class mail to the address of such Owner's Unit, or to such other address as may have been designated in writing by her from time to time to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or to such other address as may be designated in writing and delivered to the Association by them from time to time. All notices shall be deemed to have been given when mailed in a postage-prepaid, sealed wrapper, except notice of a change of address, which shall be deemed to have been given when received, or five business days after proper mailing, whichever shall first occur.

8. Termination. This Condominium may be terminated because of economic waste, impossibility, or otherwise pursuant to Section 718.117, Fla. Stat., as amended from time to time.

9. Interpretation. The Board of Directors of the Association 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 counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

10. Exhibits. There are hereby incorporated in this Declaration any materials contained in the Exhibits annexed hereto which under the Act are required to be part of the Declaration.

11. Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a Vice-President may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an Assistant Secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

12. Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

13. 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 any of the Governing 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.

14. Non-Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

15. Ratification. Each Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of her occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, the Articles, the Bylaws, and applicable Rules and Regulations, are fair and reasonable in all material respects.

16. Execution of Documents, Attorney-in-Fact. Without limiting the generality of other sections of this Declaration and without such other sections limiting the generality of this provision, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at a request of the Declarant, all documents or consents which may be required by all governmental agencies to allow the Declarant to complete the plan of development (Project) of the Property as such plan may be hereafter amended, and each such Owner further appoints the Declarant as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This power of attorney is irrevocable and coupled with an interest. The provisions of this section may not be amended without the consent of the Declarant.

17. Gender, Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders. In no event shall the use of one gender pronoun be interpreted as a limitation of applicability to that gender.

18. Including Not Limitation. Anytime the word "including" is used herein, whether or not that word is followed by the words "but not limited to," that provision shall be interpreted as introducing a non-exhaustive list of examples and shall not be interpreted as providing a limitation unless otherwise stated or unless the context clearly indicates otherwise.

19. 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.

{Remainder of this page intentionally left blank}

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 01 day of August, 2014.

Signed, sealed and delivered in the presence of:

[Signature]
Printed Name: Yanny Blanco
[Signature]
Printed Name: ANIS BELO

DECLARANT
UNIFLORIDA IV, LLC, a Florida Limited Liability company

By: [Signature]
Printed Name: Ronald CATANHO
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me this 1 day of August, 2014, by Ronald Catanho, as President of UNIFLORIDA IV, LLC, a Florida Limited Liability Company, who executes the instrument as authorized agent and on behalf of the limited liability company, and who is personally known to me or has produced _____, as identification.

[Signature]
Notary Public, State of Florida
Printed Name: Victoria Blanco
My Commission Expires:
My Commission Number is:

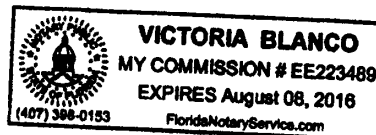


EXHIBIT A

Legal Description, Survey, and Plot Plan of Committed Property

BK: 3912 PG: 1683

MAP SHOWING SKETCH OF VILLAGES OF SELOY, PHASE 1 A CONDOMINIUM ST. JOHNS COUNTY, FLORIDA

PREPARED FOR:
Villages of Seloy,
A Condominium

LEGAL DESCRIPTION:

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, LYING IN AND BEING A PART OF THE THOMAS TRAVERSE GRANT, SECTION 37, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 37; THENCE SOUTH 88 DEGREES 47 MINUTES 40 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 37, A DISTANCE OF 1,050.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 403.65 FEET; THENCE SOUTH 23 DEGREES 27 MINUTES 08 SECONDS EAST, A DISTANCE OF 1,027.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 23 DEGREES 27 MINUTES 08 SECONDS EAST, A DISTANCE OF 517.75 FEET; THENCE SOUTH 55 DEGREES 19 MINUTES 56 SECONDS EAST, A DISTANCE OF 199.71 FEET TO THE NORTHWESTERLY LINE OF GLIMPSE OF GLORY SUBDIVISION, ACCORDING TO PLAT THEREOF, AS RECORDED IN MAP BOOK 10, PAGE 34 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 34 DEGREES 42 MINUTES 40 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 476.36 FEET; THENCE NORTH 55 DEGREES 19 MINUTES 56 SECONDS WEST, A DISTANCE OF 346.33 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 356.72 FEET TO THE POINT OF BEGINNING.

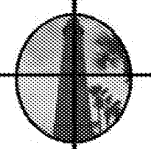
SURVEYOR'S NOTE:

- 1) THIS LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS:
 - A) PROVIDED IN ITS ENTIRETY CONSISTING OF 3 SHEETS, WITH SHEET 1 BEING THE LEGAL DESCRIPTION, SHEET 2 BEING THE SKETCH OF DESCRIPTION, AND SHEET 3 BEING THE SITE PLAN.
 - B) REPRODUCTIONS OF THE DESCRIPTION AND SKETCH ARE SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

**LEGAL DESCRIPTION
SHEET 3 OF 3**

STANDARD NOTES:
BEARING STRUCTURE BASED ON THE _____ DEED _____ BEARING OF _____ S88°47'40"W _____
ALONG THE _____ NORTH LINE OF SECTION 37 _____

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE " _____ X _____ " AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 9-2-04 FOR ST. JOHNS COUNTY, COMMUNITY NO. _____ 12109C _____, PANEL NO. _____ 0311H _____.



LANDMARK SURVEYORS, INC.
SURVEYING BUSINESS NUMBER 7775
4830 ROSSELLE STREET, JACKSONVILLE, FLORIDA 32254
(904) 384-7855 FAX 384-4665

**CONSTRUCTION LAYOUT * AS BUILT
SURVEYING AND MAPPING * GPS SERVICES**

CERTIFICATION: I HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF FLORIDA, THAT THE INFORMATION SHOWN HEREON WAS COMPILED UNDER MY RESPONSIBLE CHARGE, AND, IN MY OPINION, AND TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE INFORMATION SHOWN HEREON IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE OF SKETCH: 2/25/14

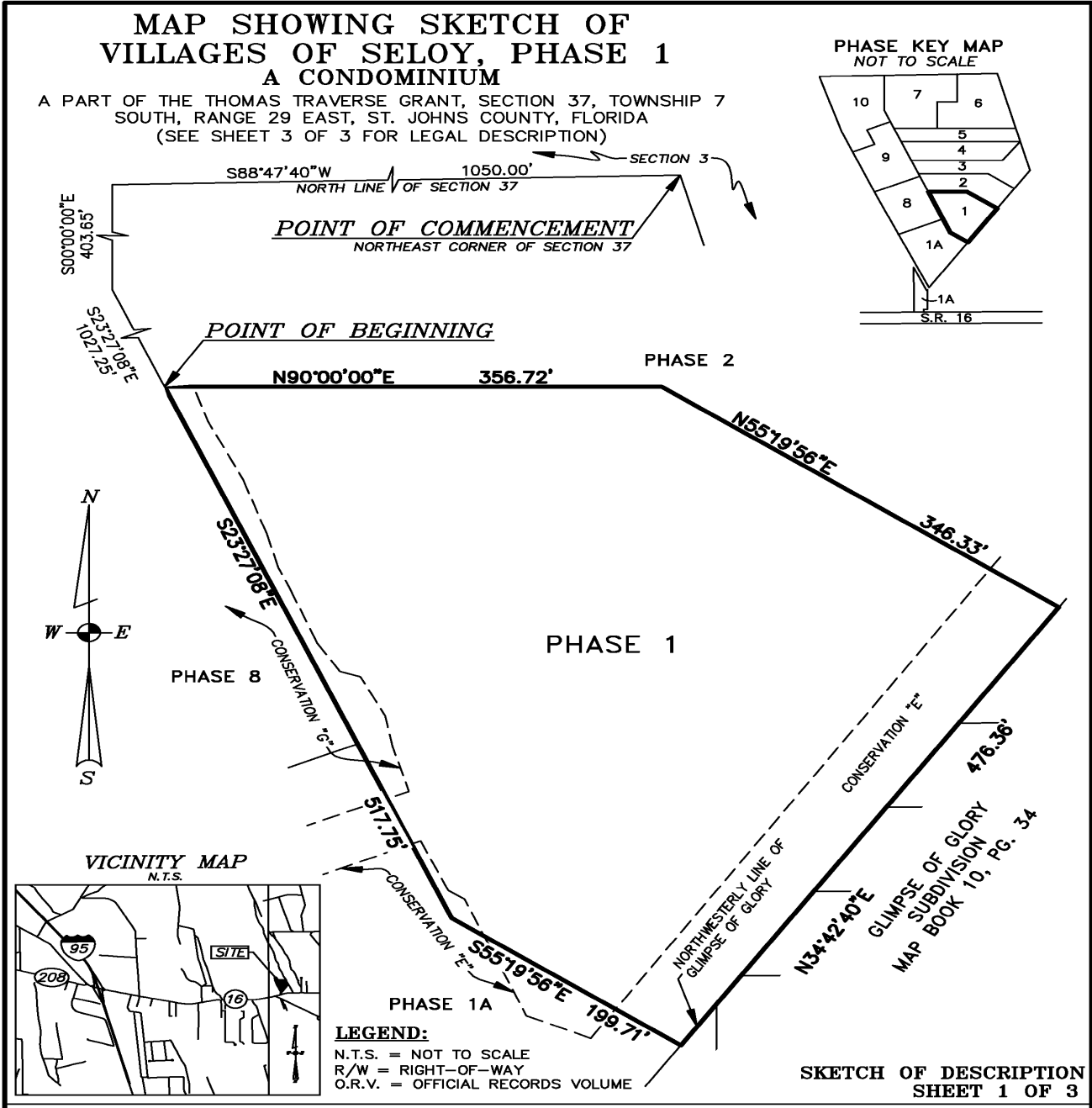
WO # 1816.80 THIS DRAWING NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

F.B. <u>N/A</u> PG. <u>N/A</u>			
FILE # <u>90/B-1</u>			
SCALE: 1" = <u>N/A</u>	REVISION	DATE	DESCRIPTION

HAROLD W. MOORE
FLORIDA REGISTRATION NUMBER 4253

DRAWN BY:
DATE MODIFIED:

CHECKED BY:
DATE CHECKED:



STANDARD NOTES:
 BEARING STRUCTURE BASED ON THE _____ DEED BEARING OF _____ S88°47'40"W
 ALONG THE _____ NORTH LINE OF SECTION 37

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE " _____ X _____ " AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 9-2-04 FOR ST. JOHNS COUNTY, COMMUNITY NO. _____ 12109C _____, PANEL NO. _____ 0311H _____

	<p>LANDMARK SURVEYORS, INC. SURVEYING BUSINESS NUMBER 7775 4830 ROSSELLE STREET, JACKSONVILLE, FLORIDA 32254 (904) 384-7855 FAX 384-4665</p> <p>CONSTRUCTION LAYOUT * AS BUILTS SURVEYING AND MAPPING * GPS SERVICES</p>	CERTIFICATION: I HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF FLORIDA, THAT THE INFORMATION SHOWN HEREON WAS COMPILED UNDER MY RESPONSIBLE CHARGE, AND, IN MY OPINION, AND TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE INFORMATION SHOWN HEREON IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
		DATE OF SKETCH: <u>2/25/14</u>

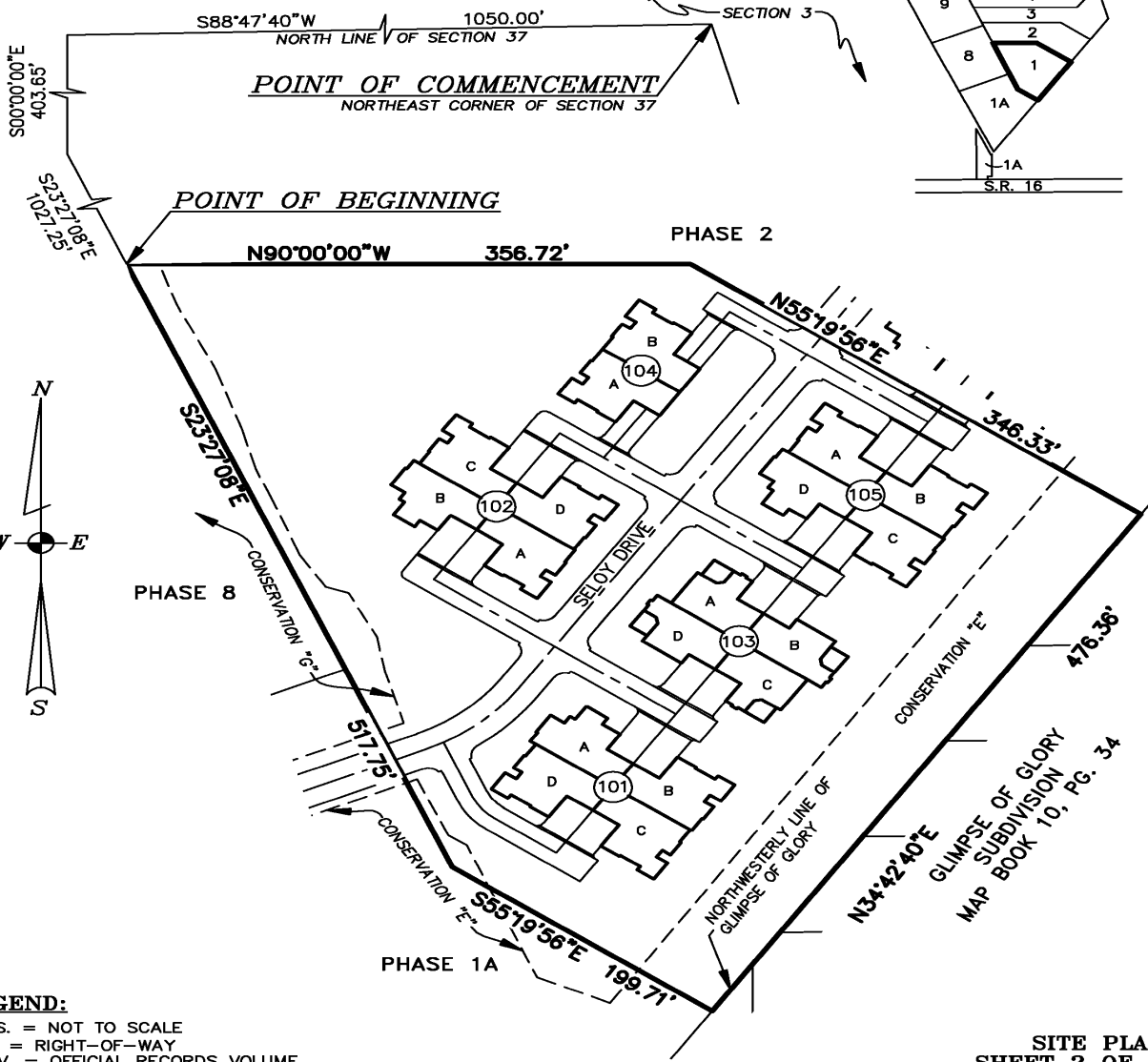
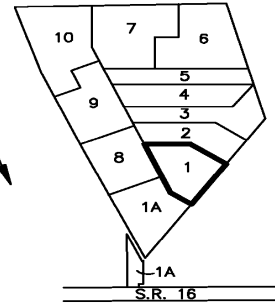
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F.B. <u>N/A</u> PG. <u>N/A</u>					
FILE # <u>90/B-1</u>					
SCALE: 1" = <u>100'</u>	REVISION	DATE	DESCRIPTION		
DRAWN BY:					
DATE MODIFIED:					
					HAROLD W. MOORE FLORIDA REGISTRATION NUMBER 4253

MAP SHOWING SKETCH OF VILLAGES OF SELOY, PHASE 1 A CONDOMINIUM

A PART OF THE THOMAS TRAVERSE GRANT, SECTION 37, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA
(SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTION)

PHASE KEY MAP
NOT TO SCALE



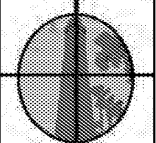
LEGEND:

- N.T.S. = NOT TO SCALE
- R/W = RIGHT-OF-WAY
- O.R.V. = OFFICIAL RECORDS VOLUME

SITE PLAN SHEET 2 OF 3

STANDARD NOTES:
BEARING STRUCTURE BASED ON THE _____ DEED BEARING OF _____ S88°47'40"W
ALONG THE _____ NORTH LINE OF SECTION 37

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE " _____ X _____ " AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 9-2-04 FOR ST. JOHNS COUNTY, COMMUNITY NO. _____ 12109C _____, PANEL NO. _____ 0311H _____



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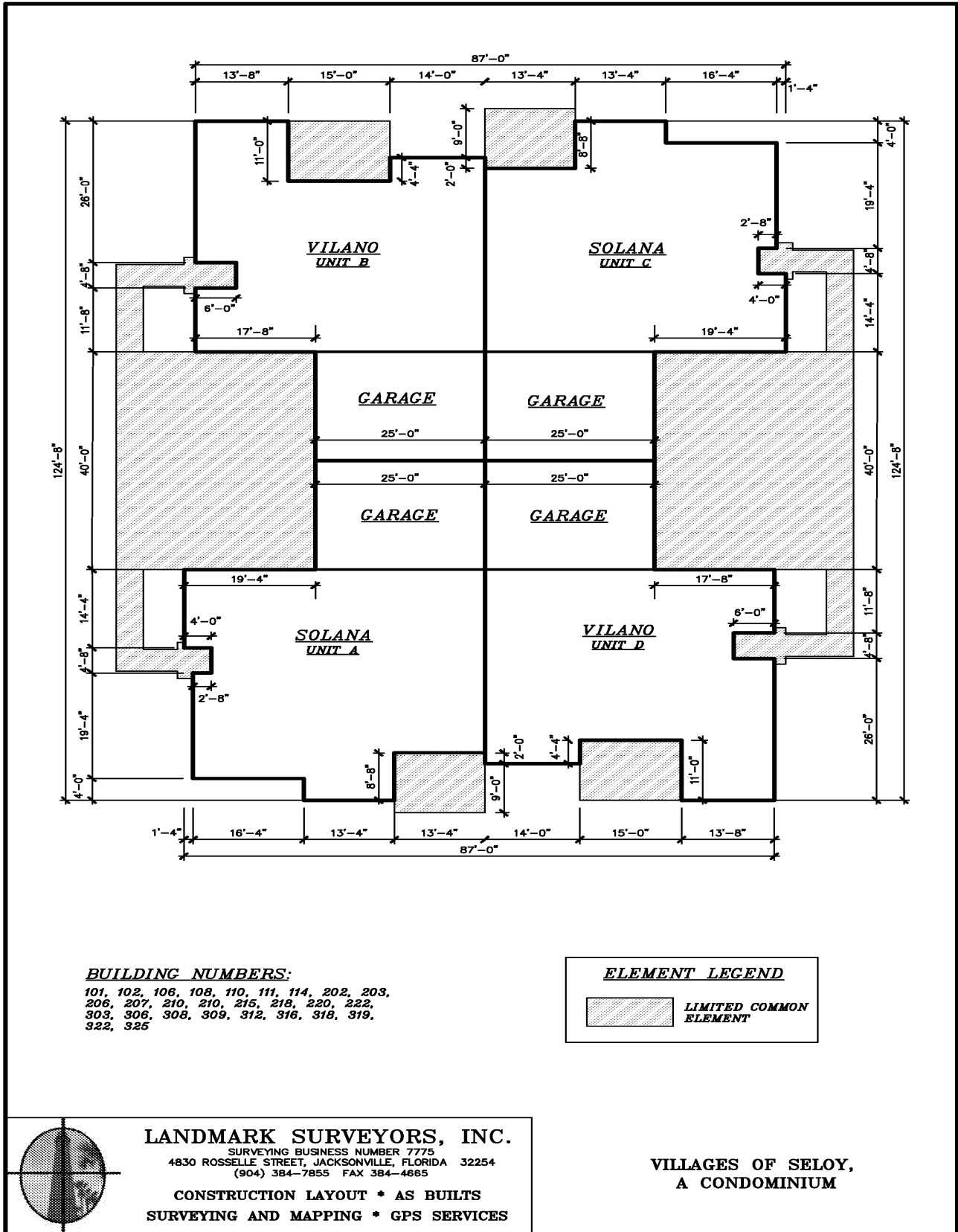
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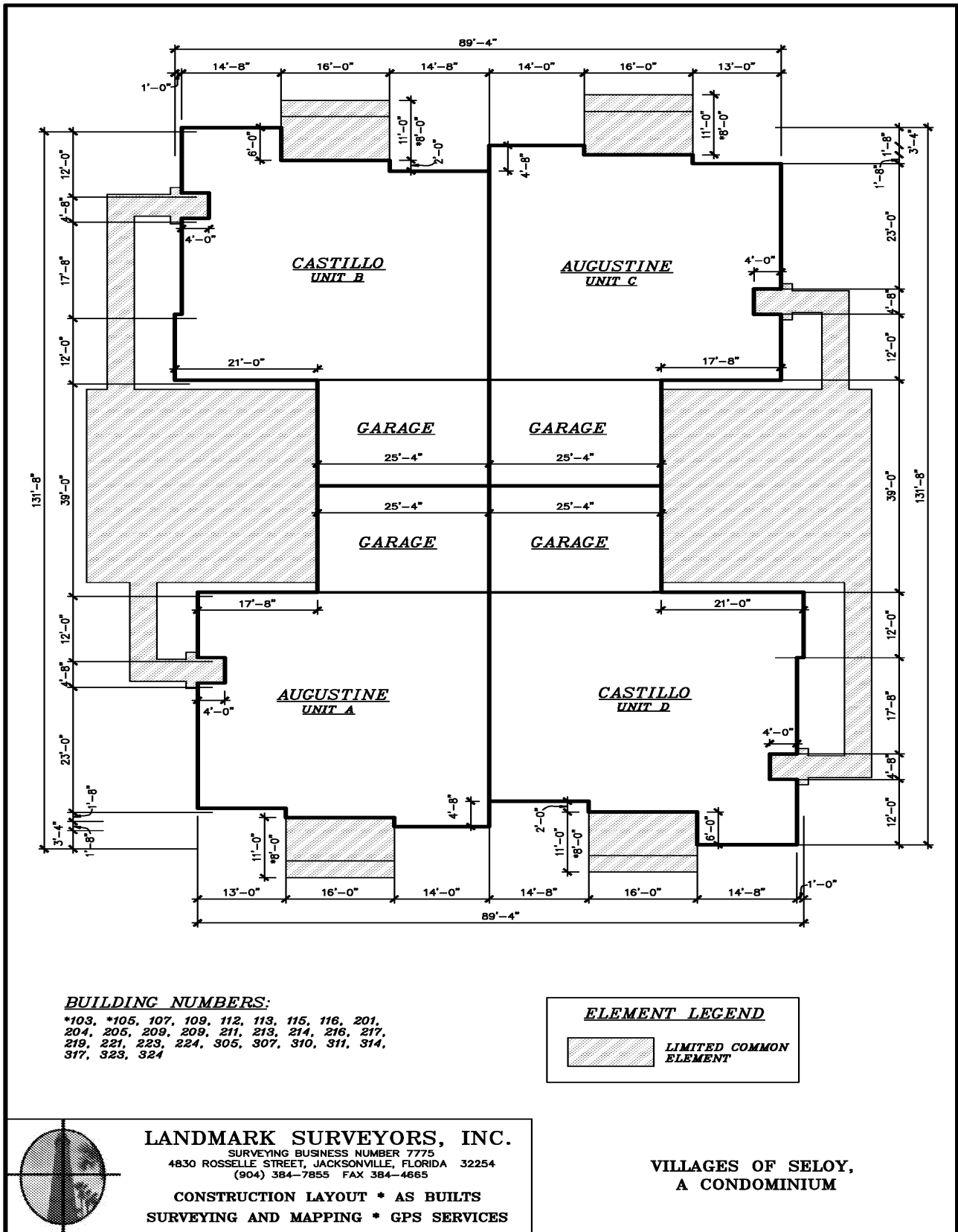
REVISION	DATE	DESCRIPTION

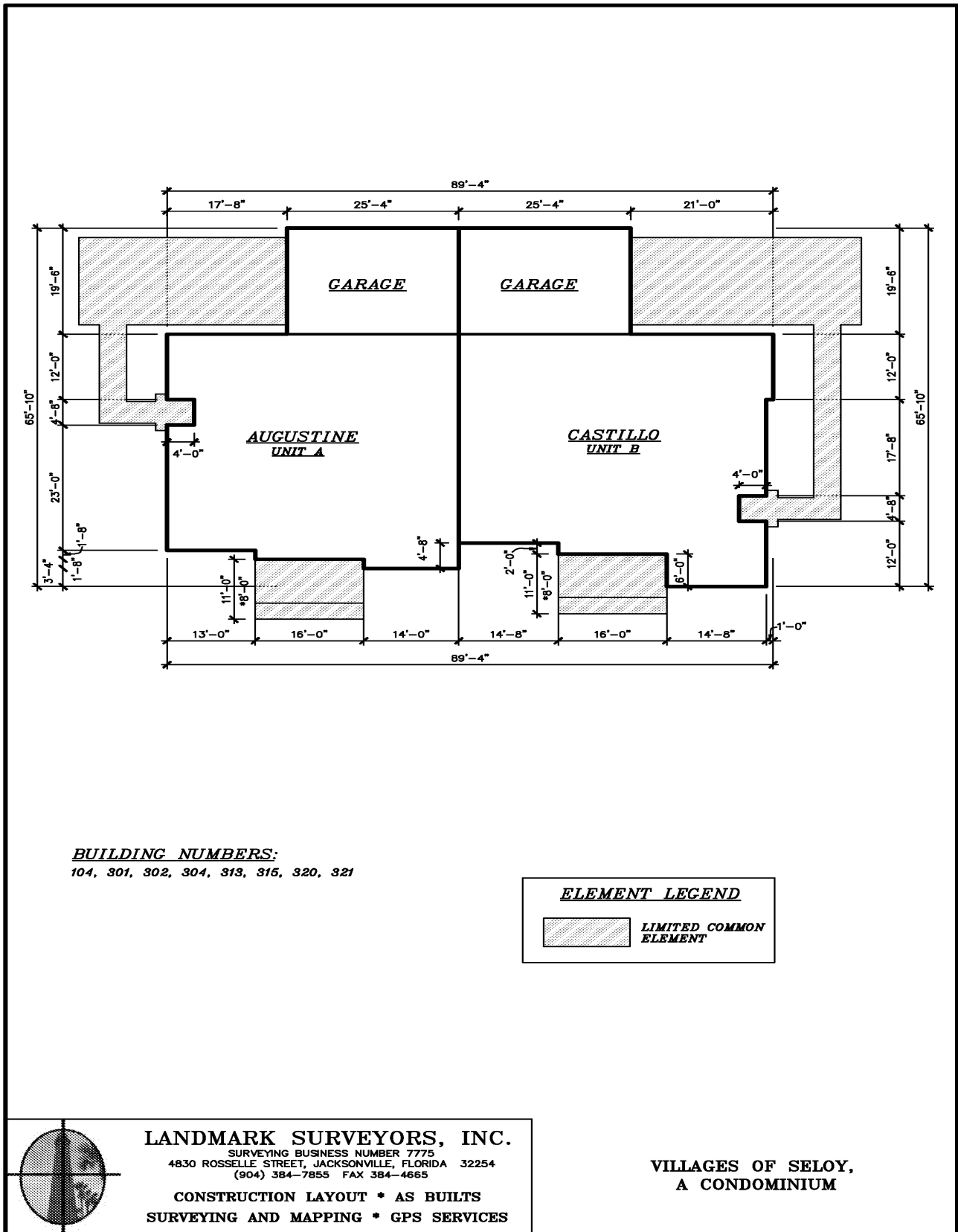
HAROLD W. MOORE
FLORIDA REGISTRATION NUMBER 4253

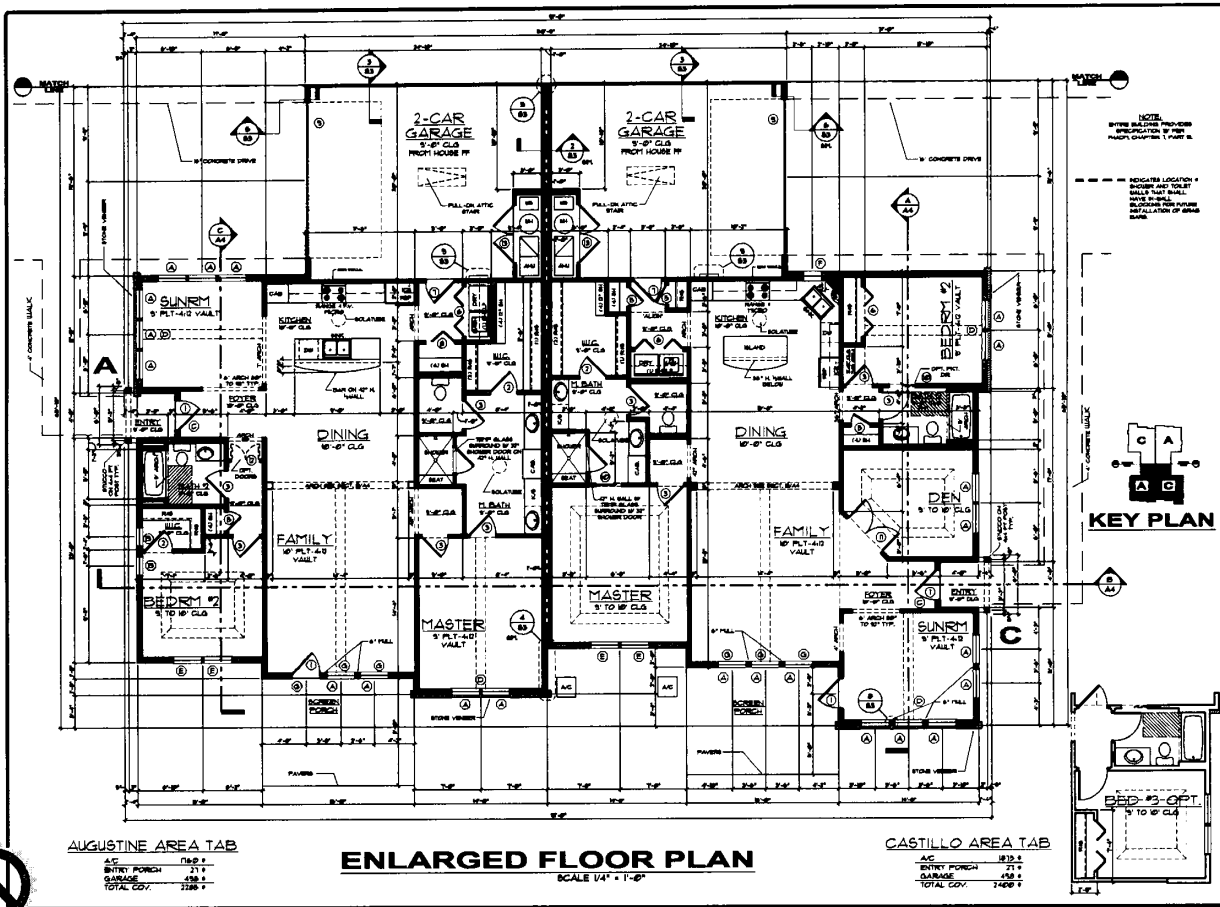
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DATE CHECKED:





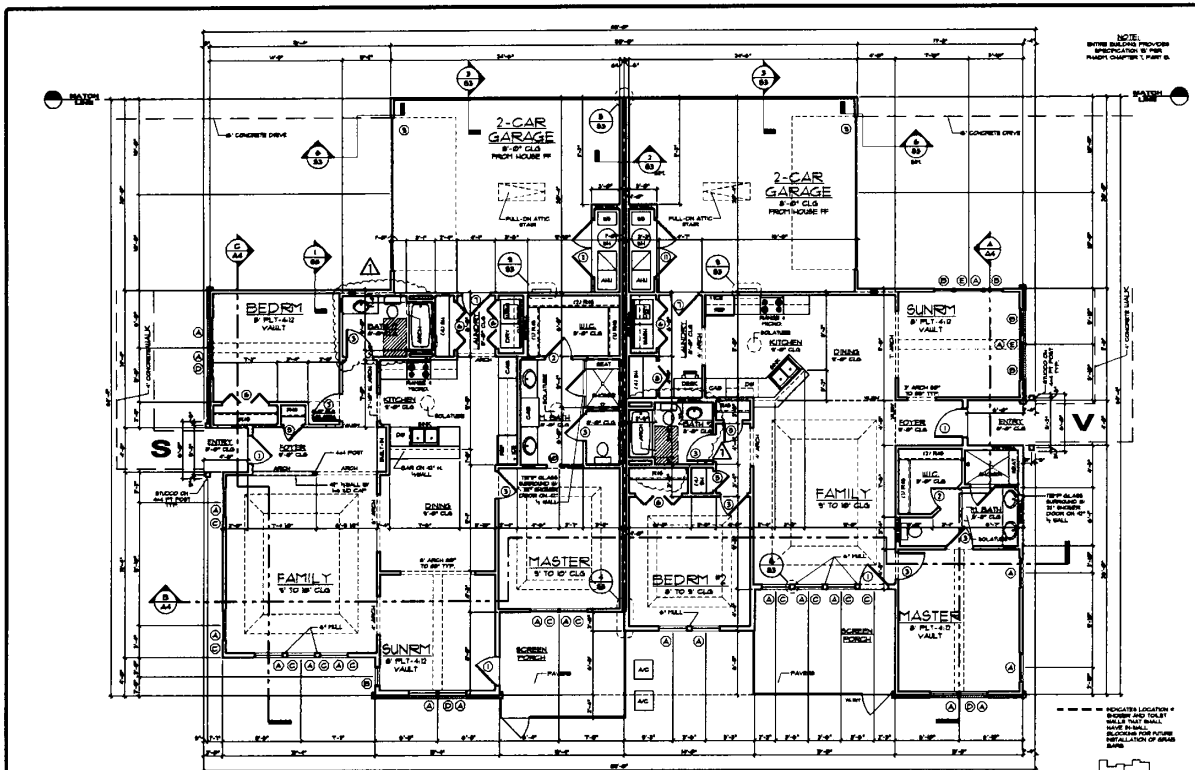




DENNIS M. WILLIAMS ARCHITECT, P.C.
114 S.W. 14th Avenue, Suite 200, Ft. Lauderdale, FL 33304
TEL: (954) 561-1111 FAX: (954) 561-1112
WWW.DMWILLIAMSARCHITECT.COM

VILLAGES OF SELOT III-FAMILY CONTINUED
FOR ALENCO HOMES
UNIT: AUGUSTINE/CASTILLO GARAGE EX
BY JAMES W. LORAN

A2-1



NOTE:
 1. REFER TO THE PROJECT SPECIFICATIONS & PERMITS FOR THE MOST CURRENT REQUIREMENTS.

SOLANA AREA TAB

A.C.	845.2
ENTRY PORCH	74.2
GARAGE	309.2
TOTAL COV.	1228.6

ENLARGED FLOOR PLAN

SCALE 1/4" = 1'-0"

YILANO AREA TAB

A.C.	250.2
ENTRY PORCH	40.2
COURT	80.2
TOTAL COV.	370.6



DENNIS M. WILLIAMS, P.E.
 ARCHITECT, P.C.
 1111 S. W. 11TH AVENUE, SUITE 200, WEST PALM BEACH, FL 33411
 TEL: 561-833-1111 FAX: 561-833-1112

VILLAGES OF BELLY MULTI-FAMILY COMMUNITY
 ALERICO MORES
 UNIT 1, SOLANA VILANO GOLF & COUNTRY CLUB
 8710 WINDY HILL, WEST PALM BEACH, FL 33411

A2.1

EXHIBIT B**Proportion or Percentage Interest in Common Elements,
Expenses, and Surplus**

Each Unit shall bear, as an appurtenance thereto, an undivided proportion or percentage interest in the Common Elements, Common Expenses, and Common Surplus, computed by dividing the square footage of the Unit type by the square footage of all Units in the Condominium.

EXHIBIT C

Articles of Incorporation

State of Florida



Department of State

I certify from the records of this office that VILLAGES OF SELOY CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on January 31, 2014.

The document number of this corporation is N14000001834.

I further certify that said corporation has paid all fees due this office through December 31, 2014, and its status is active.

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

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Thirteenth day of February, 2014



CR2EQ22 (1-11)

Ken Detzner

Ken Detzner
Secretary of State

**ARTICLES OF INCORPORATION
OF
VILLAGES OF SELOY CONDOMINIUM ASSOCIATION, INC.
(a Florida Corporation Not-For-Profit)**

The undersigned, for the purpose of forming a Florida Corporation not-for-profit and condominium association pursuant to Chapters 617 and 718 of the Florida Statutes, respectively, hereby acknowledges and files these Articles of Incorporation, and hereby certifies as follows:

**ARTICLE I
NAME & ADDRESS**

The name of this corporation shall be VILLAGES OF SELOY CONDOMINIUM ASSOCIATION, INC. All references herein to "Association" shall refer to Villages of Seloy Condominium Association, Inc. The principal and mailing address of the Association is 5975 Sunset Drive, Suite 400, Miami, Florida 33143.

**ARTICLE II
DEVELOPMENT PLAN &
PURPOSE OF ASSOCIATION**

1. **Plan.** Developer intends to develop Villages of Seloy as a fifty-five (55) years of age and older residential condominium community in St. Johns County, Florida.

2. **Phases.** Developer intends, but does not undertake any obligation, to develop Villages of Seloy in phases as contemplated by Section 718.403 of the Condominium Act ("Act").

3. **Purpose.** The Association shall be the condominium association responsible for the operation of Villages of Seloy and shall have all of the rights and powers as provided herein or as otherwise provided in Chapter 617 of the Florida Statutes or the Act, as each may be amended from time to time, subject to the terms of the Declaration or Bylaws governing the Association. This Association is organized for the purpose of maintaining, operating, and managing Villages of Seloy, including Condominium Property and Association Property, and also to own portions of, operate, lease, sell, trade, and otherwise deal with certain improvements located thereon whether appearing now or in the future. Each Owner of a Unit in Villages of Seloy shall be a Member of the Association as provided in these Articles.

4. **Definitions.** All terms herein shall have the same meaning as provided in the Declaration of Condominium for Villages of Seloy unless expressly stated otherwise or unless the context clearly indicates a different definition.

**ARTICLE III
COMMENCEMENT AND TERM OF EXISTENCE**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida, and shall exist in perpetuity. In the event that the Association is dissolved, the assets shall be dedicated to the public body or conveyed to a not-for-profit corporation with a similar purpose. Also, upon termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water management system must be transferred and accepted by an entity that would comply with pertinent Florida Administrative Code provisions and must be approved by the Water Management District prior to such termination, dissolution, or liquidation.

ARTICLE IV ASSOCIATION POWERS

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

1. The Association shall have all of the common law and statutory powers of a Florida Corporation not-for-profit that are not in conflict with the Declaration or Bylaws of the Association, or the Act.

2. The Association shall have all of the powers that are granted now or in the future to the Association by the Declaration and Bylaws of the Association, which shall be deemed incorporated herein. Such powers include the operation, maintenance, management, repair, and replacement of Condominium and Association Property, and shall also include the levying and collection of Common Assessments, Special Assessments, fines, and other amounts owing along with the powers incident to the collection of those amounts.

3. In addition to the foregoing, and in addition to those powers granted to Corporations not-for-profit pursuant to the Florida Statutes and under common law, the Association shall have the following powers:

a. To manage, operate, and administer Villages of Selo and to undertake the performance of, and to carry out the necessary acts and duties incident to, the administration of the Condominium in accordance with the Governing Documents;

b. To make, establish, and enforce Bylaws and reasonable rules and regulations governing the use of Common Property and Association Property;

c. To make, levy, collect, and enforce Regular Assessments and Special Assessments and other fines, late fees, and interest as provided in the Governing Documents against Unit Owners in order fund the expenses of the Association in fulfilling its duties as provided herein or as otherwise provided in the Governing Documents;

d. To maintain, repair, replace, and operate the Condominium Property and Association Property in accordance with the Act and the Governing Documents and to borrow money and to obtain financing as necessary to maintain, repair, and replace Condominium Property, and as security for such loan, to assign as collateral the

Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan;

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

f. To enforce the provisions of the Governing Documents and the Act by any and all legal and equitable means available;

g. To acquire, own, operate, mortgage, lease, sell, and trade property, whether real or personal, as deemed appropriate by the Board of Directors in the administration of the Condominium;

h. To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts to provide for the maintenance, operation, and management of the Condominium Property and Association Property, and to enter into any other agreements consistent with the purposes of the Association including management agreements, agreements to acquire use or possessory interest in real property, whether adjacent to the Condominium Property or otherwise, and to provide therein that the expenses related to the acquisition or use of such interests are Common Expenses of Villages of Seloy. Such expenses may include (but are not limited to) taxes, insurance, utilities, memberships, and maintenance and repair costs;

i. To purchase Units upon which the Association has chosen to exercise any right of first refusal it may have and to obtain such financing as necessary to effectuate the same, and to purchase other real and personal property as determined by the Association in compliance with the Governing Documents;

j. To maintain, repair, operate, and manage any land or property as required by any governmental or quasi-governmental authority pursuant to any license, permit, or otherwise, including (but not limited to) St. Johns River Water Management District Permit No. 4-109-95657-1 concerning the stormwater management facility.

k. To take all action as necessary and appropriate to maintain the community's status as a fifty-five (55) and older community pursuant to the Federal Fair Housing Amendments Act of 1988, as may be amended from time to time.

l. To take all action as necessary and appropriate to allow and assist the Association and Unit Owners to be approved for financing and government-backed mortgage insurance pursuant to Housing and Urban Development (HUD), Federal Housing Administration (FHA), U.S. Department of Veterans Affairs (VA), and Federal National Mortgage Association (FNMA) rules or guidelines, or pursuant to the rules or guidelines of other similar financing institutions or mortgage insurance providers.

ARTICLE V INCORPORATOR

The name and address of the Incorporator of these Articles are as follows: Manny Blanco, 5975 Sunset Drive, Suite 400, Miami, FL 33143.

ARTICLE VI DIRECTORS

1. The Condominium and Association affairs shall be managed by a Board of Directors and shall initially be composed of three (3) persons. The number of Directors to be elected subsequent to the Association's incorporation, the manner of their election, and the term of their election shall be set forth in the Association's Bylaws.

2. The Bylaws of the Association shall be adopted by the initial Board of Directors and may be amended thereafter as provided therein, except that no portion of the Bylaws may be altered, amended, revised, or rescinded in a manner that would prejudice the rights of the Developer or the mortgagees holding mortgages encumbering Units in the Condominium without first obtaining written consent from the affected party.

3. The following persons shall constitute the initial Board of Directors and each shall hold office for the term and subject to the provisions of the Bylaws:

<u>NAME</u>	<u>ADDRESS</u>
Manuel Blanco	5975 Sunset Drive, Suite 400 Miami, FL 33143
Arnaldo Catanho	5975 Sunset Drive, Suite 400 Miami, FL 33143
Elvis R. Farias	5975 Sunset Drive, Suite 400 Miami, FL 33143

ARTICLE VII OFFICERS

1. Association affairs shall be managed by a President, one (1) or more Vice Presidents, a Secretary, and a Treasurer, and such other Vice Presidents, Secretaries, and Treasurers as the Board shall deem appropriate from time to time. Such officers shall be elected annually by, and be subject to the directions of, the Board of Directors. In addition to Officers, the Board may employ a managing agent and such other managerial or supervisory personnel or entities as it deems appropriate to assist in the administration and operation of the Association.

2. Officers may be removed as provided in the Bylaws. The President shall be a Director of the Association, but no other Officer shall be required to be a Director. The same person may hold more than one office, so long as the duties of each are not incompatible; provided that the President and Vice President shall not be the same person, nor shall the President and the Secretary or Assistant Secretary.

ARTICLE VIII MEMBERS

1. **Membership.** Every person or entity who is a record owner of a Unit in the Condominium that is currently or is at any time made subject to the Declaration shall be a Member of the Association. Membership shall be appurtenant to and inseparable from Unit ownership. Transfer of Unit ownership, whether voluntary or by operation of law, shall terminate membership in the Association and shall vest membership in the transferee.

2. **Multiple Owners of Record.** When any one (1) Unit is owned by more than one (1) person, individual, partnership, corporation, or other legal entity, the composite title holder shall constitute one (1) member of the Association. Any person, individual, partnership, corporation, or other legal entity owning more than one (1) Unit shall constitute as many Members as the number of Units owned.

3. **Classes of Membership and Voting Rights.** The Association shall initially have two (2) classes of voting membership as provided below.

a. **Class A Members.** Class A members shall be all Unit Owners, but shall not include the Declarant so long as the Class B Membership shall exist, and thereafter the Declarant shall be a Class A Member to the extent that it would otherwise qualify.

b. **Class B Member.** The Class B Member shall be the Declarant, or a representative thereof, who shall have the sole vote until Transition, including the right to elect all of the members of the Board of Directors of the Association. Class B Membership shall terminate at Transition. For the purposes of this Article, the phrase "Unit Owners other than the developer" shall not include builders, contractors, or others who purchase a parcel for the purposes of constructing improvements thereon for resale.

4. **Transition.** If Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in the condominium that will be ultimately operated by the Association, the Unit Owners other than the Developer are entitled to elect at least one-third (1/3) of the members of the Board of Directors of the Association. Unit Owners other than the Developer are entitled to elect at least a majority of the members of the Board of Directors upon the first to occur of any of the following events:

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

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

c. When all of the units that will be ultimately operated by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;

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

e. When the Developer files a petition seeking protection in bankruptcy;

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

g. Seven (7) years after the date of recording of the certificate of surveyor and mapper pursuant to Section 718.104(4)(e), Fla. Stat., or the recording of an instrument that transfers title to a Unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first; or, should the Developer choose to construct the Condominium in phases, seven (7) years after the date of the recording of the certificate of a surveyor and mapper pursuant to Section 718.104(4)(e) or the recording of an instrument that transfers title to a Unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such Unit, whichever occurs first.

5. Post Transition. After Transition, Declarant shall be entitled to elect at least one member of the Board of Directors so long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant-owned voting interest in the same manner as any other Member, except for the purposes of reacquiring control of the Association or selecting the majority of the Board of Directors.

6. Voting Procedure. The voting procedure shall be as provided in the Bylaws. If the Bylaws are silent as to an issue concerning voting procedure, the pertinent portions of the Condominium Act shall govern.

ARTICLE IX AMENDMENTS TO ARTICLES

1. Prior to Recordation of Declaration. Prior to the recording of the Declaration in the Public Records, these Articles may be amended by an instrument signed by the President and Secretary and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular article or articles being amended, give the exact language of such amendment, and give the date of adoption of the amendment by the Board of Directors. A certified copy of each such amendment shall be attached to any certified copy of these Articles or a certified copy of the Articles as restated to include such amendments and shall be an exhibit to each Declaration upon recording of such Declaration.

2. Subsequent to Recordation of Declaration. After the recording of the Declaration in the Public Records, these Articles may be amended in the following manner:

a. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be the Annual Members' Meeting or a special meeting called for that purpose. There shall be no limit to the number of amendments that may be submitted to the Members and voted upon at any one meeting.

b. Written notice setting forth the proposed amendment, a summary of the proposed amendment, or at least the subject matter of the proposed amendment shall be given to each Member of record entitled to vote in the manner provided in the Bylaws for giving notice of meetings.

c. At such annual or special meeting, the Members shall vote on the proposed amendments. The proposed amendment shall be adopted upon receiving the affirmative vote of two-thirds (2/3) of the votes of all Members present and entitled to vote thereon, either in person or by proxy, at a duly called meeting of the Members of the Association.

d. A copy of each adopted amendment shall be filed with the Secretary of State within ten (10) days of its adoption, or as soon as reasonably practicable thereafter.

3. Notwithstanding the foregoing, no amendment shall:

a. Abridge, amend, or alter the rights of the Developer, including the right to appoint Directors as provided herein, without first obtaining the prior written consent of the Developer; or

b. Make any changes in the qualifications for membership nor in the voting rights of the Members of the Association without first obtaining written approval by all Members and joinder of all record owners of first mortgages encumbering condominium units; or

c. Make any other changes that abridge, alter, or modify the rights of a holder, guarantor, or insurer of a first mortgage on any condominium unit without first obtaining written consent of each first mortgagee.

ARTICLE X INDEMNIFICATION

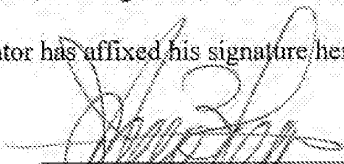
Every Director and Officer of the Association shall be indemnified by the Association and by each Member of the Association against all expenses and liabilities, including attorney costs and fees reasonably incurred or imposed upon the Director or Officer in connection with any proceeding or settlement of a dispute to which the Director or Officer may be a party, or in which the Director or Officer may become involved by reason of the Director or Officer being or having been a Director or Officer of the Association, regardless of whether that person maintained his or her position as an Officer or Director at the time such expenses are incurred; provided, however,

that no such Director or Officer shall be entitled to indemnification in the event that such Director or Officer is held to have engaged in willful misconduct in the performance of his or her duties. In the event of a settlement, the indemnification set forth herein shall apply only when the Board of Directors, exclusive of any Director seeking indemnification, approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all of the rights to which Directors and Officers may be entitled.

**ARTICLE XI
REGISTERED AGENT & OFFICE**

The initial registered agent of the Association is Jackson Law Group, L.L.M., P.A., which is located at 1301 Plantation Island Drive, Suite 304, St. Augustine, Florida 32080.

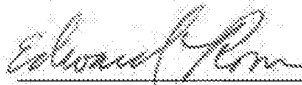
IN WITNESS WHEREOF, the Incorporator has affixed his signature hereunto this _____ day of January, 2014.



Manuel Blanco
Incorporator

ACCEPTANCE

The undersigned hereby accepts the designation as Registered Agency of Villages of Selo Condominium Association, Inc. as set forth in Article XI of these Articles of Incorporation and acknowledges that it is familiar with and accepts the obligations imposed upon registered agents under the Florida Not-For-Profit Corporation Act.

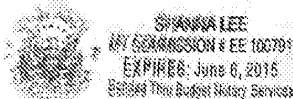


Edward Ronsman
Jackson Law Group, L.L.M., P.A.
Registered Agent

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STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this 23rd day of January, 2014, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared MANUEL BLANCO, the Incorporator of the Villages of Selyo Condominium Association, Inc., and who executed the foregoing Articles of Incorporation, and he acknowledged before me that she executed the same for the purposes expressed. MANUEL BLANCO has provided identification and took an oath.

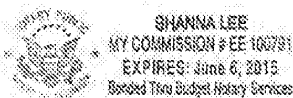


Shanna Lee

NOTARY PUBLIC
My Commission Expires

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this 23rd day of January, 2014, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared EDWARD RONSMAN, the Initial Registered Agent of the Villages of Selyo Condominium Association, Inc., and who executed the foregoing Acceptance; and he acknowledged before me that he executed the same for the purposes therein expressed. EDWARD RONSMAN is known to me and did not take an oath.



Shanna Lee

NOTARY PUBLIC
My Commission Expires

EXHIBIT D

Bylaws

**BYLAWS
Of
VILLAGES OF SELOY CONDOMINIUM ASSOCIATION, INC.**

A Florida Not-for-Profit Corporation

**ARTICLE I
IDENTIFICATION OF THE ASSOCIATION**

These are the Bylaws of VILLAGES OF SELOY CONDOMINIUM ASSOCIATION, INC. ("Association"), a corporation not-for-profit incorporated under the laws of the State of Florida and organized for the purpose of administering the Condominium located in St. Johns County, Florida, and known as the VILLAGES OF SELOY, A CONDOMINIUM.

1. **Principal Office.** The principal office of the Association shall be located at 5975 Sunset Drive, Suite 400, Miami, Florida 33143, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.

2. **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

3. **Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.

4. **Definitions.** Unless expressly stated otherwise, or unless the context clearly indicates otherwise, all terms herein shall have the meanings as set forth in the Declaration of Condominium for Villages of Seloy ("Declaration") as recorded and amended from time to time. To the extent that a term appears herein and has not been defined herein, in the Articles of Incorporation, or in the Declaration, those terms as defined in Chapter 718 of the Florida Statutes shall control.

**ARTICLE II
MEMBERS & VOTING**

1. **Members.** The Members of the Association shall be as set forth in the Articles of Incorporation for Villages of Seloy Condominium Association, Inc. ("Articles").

2. **Annual Meeting.** The annual Members' meeting shall be held on the date and at the place each year as determined by the Board of Directors from time to time, commencing with the year following the year in which the Articles are filed with the Secretary of State. The purpose of the annual meeting shall be to elect members of the Board of Directors and to transact any other business authorized to be transacted by the Members or as otherwise stated in the notice of the meeting sent to the Unit Owners in advance of the Annual Meeting.

3. Special Meetings. Special Members' Meetings shall be held at a location in St. Johns County ("County"), or at such other place within the State of Florida that is reasonably convenient for the attending Members, whenever called by the President or Vice President of the Association or by a majority of the Board. If twenty percent (20%) of the voting interests petition the board to address an item of business, the board at its next regular board meeting or at a special meeting of the board, but not later than sixty (60) days after the receipt of the petition, shall place the item on the agenda. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Notwithstanding the foregoing, a Special Members' Meeting may be called by written application of ten percent (10%) of the Members of the Association if the purpose is to recall a member of the Board of Directors or to consider and adopt a budget approved by the Board that exceeds one-hundred fifteen percent (115%) of the budget from the preceding year.

4. Notice. The President or Secretary shall provide written notice of Members' meetings stating the time, place, and agenda for the meeting. A copy of the notice shall be mailed or hand delivered to each Unit Owner at least fourteen (14) days prior to the annual meeting and shall also be posted in a conspicuous place on the Condominium Property or Association Property at least fourteen (14) continuous days preceding the annual meeting. Delivery or mailing shall be made to the address of the Member as it appears on the roster of Members. The Board of Directors shall adopt a rule designating a specific location on the Property where all notices of Members' Meetings shall be posted.

5. Alternative Notice. In lieu of or in addition to the physical posting of notice of any meeting of the Members on the Property, the Association may adopt a reasonable rule establishing a procedure for conspicuously posting and repeatedly broadcasting the notice and agenda on a closed-circuit television system serving the Association. If a broadcasting method is chosen in lieu of physically posting notice, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under this section. Additionally, the broadcast must be in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and comprehend the entire content of the notice and the agenda. If a provision of the Act or the Declaration requires additional or different notice, such other provision shall control the manner of providing notice.

6. Waiver. Notice of specific meetings may be waived before or after the meeting. The attendance of any Member or by any person authorized to vote on behalf of any Member shall constitute a waiver of such Member's notice of meeting, except when the purpose for his or her attendance is to object to the transaction of business because the meeting was not lawfully called.

7. Member Participation in Meetings. Members shall have the right to participate in meetings of Members with reference to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration, and manner of Member participation. Any Member may tape record or video tape a meeting of Members subject to reasonable rules adopted by the Board of Directors or promulgated by the Florida Department of Business and Professional Regulation, Division of Florida Condominiums, Timeshares, and Mobile Homes ("Division").

8. Quorum. Except as otherwise provided herein, a quorum at Members' Meetings shall be attained by the presence, in person or by proxy, or persons entitled to cast one-third (1/3) of the votes of Members. There shall be no quorum requirement or minimum number of votes necessary for the election of Directors; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors.

9. Voting.

a. Number of Votes. In any meeting of Members, the Unit Owners shall be entitled to cast one vote for each Unit owned. The vote of a Unit shall not be divisible.

b. Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum was attained shall be binding upon all Unit Owners for all purposes except where otherwise provided by law or by the Governing Documents. The phrase "majority of the Unit Owners" and "majority of the Members" shall mean a majority (greater than fifty percent (50%)) of the votes of Members at any meeting of the Unit Owners at which a quorum was attained, and shall not mean a majority of the individual Members.

c. Voting Member. If a Unit is owned by one person, that person's right to vote shall be established by the roster of Members maintained by the Association. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit according to the roster of the Unit Owners and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit has occurred. Any record owner of a Unit may revoke a certificate designating the person entitled to cast a vote for that Unit.

If a certificate designating the person entitled to cast the vote for a Unit is not on file or has been revoked, the vote of the Owner(s) of such Unit shall not be considered for the computation of a quorum, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until a certificate is filed, unless the Unit is owned jointly by a husband and wife. If a Unit is owned jointly by a husband and wife, they may designate a voting member in the manner described above, but if they do not, the following provisions shall apply:

i. If one spouse is present at a meeting, that person shall be counted toward the calculation of a quorum and may cast the Unit vote.

ii. If both spouses are present at a meeting and concur, either spouse may cast the Unit vote.

iii. If both spouses are present at a meeting and are unable to concur in their decision concerning any subject requiring a vote, they shall forfeit their right to vote on that subject at that meeting, and the Unit vote shall not be considered in determining whether a quorum is present on that subject at the meeting. The total number of authorized votes in the Association shall be reduced only for each subject on which there is not a concurrence.

10. Proxies. Except as otherwise provided herein, Unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division. A voting interest or consent right allocated to a Unit owned by the Association may not be exercised or considered for any purpose, whether for a quorum, an election, or otherwise. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may be used for the following: votes taken to waive or reduce reserves; votes taken to waive the financial reporting requirements of Section 718.111(13), Florida Statutes; votes taken to amend the Declaration; votes taken to amend the Articles of Incorporation or Bylaws; or for any other matter which Chapter 718 of the Florida Statutes requires or permits a vote of the Unit Owners, unless otherwise provided herein or in Chapter 718, Florida Statutes.

a. Election of Directors. No proxy, limited or general, shall be used in the election of the Board of Directors.

b. Duration and Effectiveness. A proxy may be made by any person entitled to vote, but shall only be effective for the specific meeting for which it was originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing and signed by the person authorized to cast the vote for the Unit, and must also be filed with the Secretary of the Association before the appointed time of the meeting, or before the time to which the meeting is adjourned.

11. Order of Business. If a quorum has been attained, the order of business at Annual Members' Meetings, and to the extent applicable, other Members' meetings, shall be:

- a. Collection of ballots;
- b. Call to order by the President;
- c. Appointment of a Chairman of the meeting by President (need not be Director or Member)
- d. Proof of notice of the meeting or waiver of notice;
- e. Reading of minutes;
- f. Reports of Officers;
- g. Reports of Committees;
- h. Appointment of inspectors of election;
- i. Determination of number of Directors and Election of Directors;
- j. Unfinished business;
- k. New business;

I. Adjournment

The preceding order of business or parts thereof may be waived or modified at the direction of the Chairman.

12. Adjournment. If any proposed meeting, other than for the election of Directors, cannot be organized because a quorum cannot be attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is attained; provided, however, that notice of the newly scheduled meeting is given in the manner required for providing notice of a meeting. Except as otherwise provided above, proxies given for the adjourned meeting shall be valid for the subsequent meeting.

13. Minutes. The Association shall retain all minutes from Members' Meetings for at least seven (7) years. The minutes shall be kept in a book available for inspection by Unit Owners or their authorized representatives or Board members at any reasonable time, subject to reasonable rules concerning the time, place, and manner of inspection that the Board may pass from time to time.

14. Action Without Meeting. Except as otherwise required by Chapter 718, Florida Statutes, or the Governing Documents, any action that may be taken at any annual or special meeting of Members may be taken without a meeting, prior notice, or a vote if a written consent setting forth the action to be taken is signed by enough Members (or persons authorized on their behalf) that would be necessary to authorize or take such action at a meeting of such Members at which a quorum of Members entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. Such notice shall fairly summarize the material aspects of the authorized action.

ARTICLE III DIRECTORS

1. Number. For so long as Class B Membership in the Association shall exist, the Board of Directors shall be comprised of three (3) persons. Upon the termination of Class B Membership in the Association, the Board of Directors shall consist of five (5) persons.

2. Qualifications. Except for Developer-appointed Directors, upon the termination of Class B Membership in the Association, every Director must be a Member, the spouse of a Member, an officer of a corporate owner, a general partner of a partnership, grantor or a beneficiary of a unit held in trust. A person who is delinquent in payment of any fee, fine, or special or regular assessment is not eligible for Board membership, and a delinquency by an officer or director for any monetary obligations to the Association over ninety (90) days shall be considered abandoning his or her position and grounds for removal from office by majority vote of the Board. A convicted felon whose civil rights have not been restored for at least five (5) years as of the date of the election is not eligible to serve as a director. Any person who has been

suspended or removed from serving as a director by the Division of Florida Condominiums, Timeshares and Mobile Homes is not eligible to serve as a director.

3. Election of Directors. The Board of Directors shall be elected by written ballot or by voting machine. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver a first notice of the date of election to each Unit Owner entitled to vote. Any Unit Owner or other eligible person who desires to be a candidate for the Board of Directors must give written notice to the Association not less than forty (40) days before a scheduled election. The Association shall thereafter mail or deliver a second notice of the election to all Unit Owners entitled to vote, together with a written notice and agenda and a ballot which shall list all candidates. Elections shall be decided by a plurality of ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election for the Board of Directors. There shall be no cumulative voting, and no Unit Owner shall permit any other person to vote his ballot. Any improperly cast ballots will be deemed invalid.

a. Candidate Information Sheet. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 ½ inches by 11 inches, 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. The costs associated with the copying, mailing, and delivery shall be borne by the Association.

b. Assistance for Disability. Any Unit Owner who needs assistance in casting a ballot for reasons related to a blindness or an inability to read or write may obtain assistance in casting his or her ballot.

c. Election Not Required. Notwithstanding the provisions of Section 3 of this Article III, an election and balloting are not required unless more candidates file notices of intent to run than vacancies exist on the Board.

4. Term.

a. Prior to Transition. Prior to Transition of control of the Association as provided in the Articles of Incorporation and herein, each Director shall serve at the pleasure of the Developer and may be removed and replaced by the Developer at any time.

b. Subsequent to Transition. Subsequent to Transition of control of the Association as provided in the Articles of Incorporation and herein, the terms of the persons serving on the Board of Directors shall be staggered. Upon the occurrence of one of the events giving rise to the right of the Members to elect a majority of the persons serving on the Board of Directors as provided in Article V, Section 1(a)-(g) herein, the Association shall provide notice and call a meeting for the purpose of electing Directors as provided in Article V herein. At that meeting, the two (2) persons receiving the most votes for Director positions shall serve two (2) year terms, and all persons thereafter elected to those positions or seats on the Board in subsequent two (2) year intervals shall

serve two (2) year terms. The remaining three (3) positions shall be filled with persons who shall serve one (1) year terms. In the year immediately following the first election subsequent to the occurrence of one of the events giving rise to the right of the Members to elect a majority of the persons serving on the Board of Directors as provided in Article V, Section 1(a)-(g) herein, the three (3) Director positions subject to election shall be filled with three (3) persons who shall serve two (2) year terms, which positions shall be subject to election every two (2) years thereafter.

5. Vacancies and Removal. Vacancies on the Board of Directors and Removal of Directors shall be governed by the following provisions.

a. Except as to vacancies resulting from removal of Directors by Members, vacancies on the Board of Directors occurring between annual Members Meetings shall be filled by majority action of the remaining Directors; provided, however, that all vacancies in Director positions that are appointed by the Developer shall be filled by the Developer.

b. Any Director elected by the Members may be removed with or without cause by the vote or agreement in writing of a majority of all of the votes of the Members. The vacancy in the Board so created shall be filled by the Members at the same meeting. The conveyance of all Units owned by a Director in the Condominium who owned one or more Units at the time he was elected or appointed (other than Developer-appointed Directors) shall constitute the resignation of such Director.

c. Until a majority of the Directors are elected by the Members other than the Developer, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Developer shall be subject to removal by Members other than the Developer.

d. If a vacancy on the Board of Directors results in there being no incumbent Directors, any Unit Owner may apply to the Circuit Court with jurisdiction for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the Condominium Property or Association Property a notice describing the intended action and giving the Association an opportunity to fill any vacancies in accordance with the Governing Documents. If the Association fails to fill any vacancies, the Unit Owner may proceed with the petition to appoint a receiver. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, along with court costs and attorney's fees. The receiver shall have all powers and duties of a Directors and shall serve until the Association fills the vacancies on the Board.

6. Board Meetings.

a. Organizational Meeting. Within ten (10) days of their election or appointment, the Board of Directors shall hold an organizational meeting at such place

and time as shall be fixed by the Directors at the meeting at which they were elected or appointed.

b. Right to Attend, Speak, and Record. Meetings of the Board of Administration at which a quorum of the members is present are open to all Unit Owners. A Unit Owner may tape record or videotape the meetings, subject to reasonable rules adopted by the Division and the Association. The right to attend includes the right to speak at such meetings with reference to all designated agenda items.

c. Notice. Adequate notice of all board meetings, which must specifically identify all agenda items, must be posted conspicuously on the Condominium Property at least forty eight (48) continuous hours before the meeting except in an emergency. Written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding unit use, will be considered must be mailed, delivered, or electronically transmitted to the Unit Owners and posted conspicuously on the condominium property at least fourteen (14) days before the meeting. Evidence of compliance with this 14-day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the official records of the Association. Upon notice to the Unit Owners, the board shall duly adopt a rule designating a specific location on the Condominium or Association Property where all notices of board meetings are to be posted. If there is no condominium or association property where notices can be posted, notices shall be mailed, delivered, or electronically transmitted at least fourteen (14) days before the meeting to the owner of each Unit.

d. Alternative Notice. In lieu of or in addition to the physical posting of the notice on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the condominium association as further provided in Article II, Section 5 herein.

e. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the receipt of notice by that Director. Attendance by any Director at a meeting shall constitute a waiver of notice of that meeting, except when his or her attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because that meeting was not lawfully called.

f. Member Petition and Emergency. If twenty percent (20%) of the voting interests petition the board to address an item of business, the board at its next regular meeting or at a special meeting of the board, but not later than sixty (60) days after the receipt of the petition, shall place the item on the agenda. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the board members. Such emergency action must be noticed and ratified at the next regular board meeting.

g. Committee Meetings. Meetings of a committee to take final action on behalf of the board or make recommendations to the board regarding the association budget are subject to the notice and openness requirements above. Meetings of a committee that does not take final action on behalf of the board or make recommendations to the board regarding the association budget are not required to be noticed or open, unless such committee otherwise constitutes a quorum of the board, in which case the usual requirements for notice and member participation apply.

h. Closed Meetings. Notwithstanding the foregoing, the requirement that board meetings and certain committee meetings be open to Unit Owners does not apply to:

i. meetings between the board or a committee and the Association's attorney concerning proposed or pending litigation, if the meeting is held for the purpose of seeking or rendering legal advice; or

ii. board meetings held for the purpose of discussing personnel matters.

i. Quorum. A quorum shall consist of a majority of the then incumbent Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Governing Documents of the Association.

j. Adjourned Meetings. If any proposed meeting of the Board of Directors is attended by less than a quorum of Directors, the majority of those present may adjourn the meeting from time to time until a quorum is attained; provided, however, that the notice requirements contained in these Bylaws are fulfilled. At a following meeting, any business that may have been transacted at the previously-adjourned meeting as initially called may be transacted.

k. Presiding Officer. The presiding officer at meetings of the Board of Directors shall be the President, unless he or she designates another person to reside over the meeting, who need not be a Director or Officer.

l. Order of Business. If a quorum has been attained, the order of business at Directors' meetings, unless waived in whole or part by the presiding officer, shall be:

- i.** Proof of due notice of meeting;
- ii.** Reading and disposal of any unapproved minutes;
- iii.** Reports of Officers and committees;
- iv.** Election of Officers;
- v.** Unfinished business;
- vi.** New Business;
- vii.** Adjournment.

m. Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners or their authorized representatives, and Board members at any reasonable time. The Association shall retain meeting minutes for a period of not less than seven (7) years.

7. Compensation. Directors shall not be compensated for their services to the Association in their capacities as Directors.

8. Powers and Duties. All of the powers and duties of the Association existing under the Condominium Act, Declaration, Articles of Incorporation, and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by Unit Owners when such is specifically required. Management shall take direction and instruction from the Board of Directors. These powers and duties of the Board of Directors shall include without limitation the following:

a. Inspecting, operating, maintaining, repairing and replacing the Common Elements and Association real and personal property.

b. Determining the Common Expenses required for the operation of the Association and the Condominium.

c. Collecting the assessments for expenses from Unit Owners.

d. Adopting and amending rules and regulations concerning the operation and use of the Common Elements, Condominium property, and the Condominium units.

e. Maintaining accounts at depositories on behalf of the Association and designating the signatories therefore.

f. Maintaining accounting records in accordance with law and generally accepted accounting principles which records shall be made available for inspection by Unit Owners and mortgagees at all reasonable times.

g. Purchasing, leasing, mortgaging or otherwise acquiring units or other property in the name of the Association, or its designee.

h. Selling, leasing, mortgaging or otherwise dealing with units acquired, and subleasing units leased, by the Association, or its designee.

i. Obtaining and reviewing insurance.

j. The issuance of parking places, which may include the lease of any parking space for the exclusive use by a Unit Owner.

k. Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.

l. Contracting for the management and maintenance of the Condominium property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and regulations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

m. Employment and dismissal of personnel deemed necessary or appropriate for the maintenance and operation of the Association and Condominium Property and the Common Elements.

n. All contracts for the purchase, lease, or renting of materials or equipment, all contracts for services, and any contract that is not to be fully performed within one year, shall be in writing. For so long as required by law, the Association shall obtain competitive bids for any contract which requires payment exceeding five (5%) percent of the total annual budget of the Association (except for contracts with employees of the Association, management firms, attorneys, accountants, architects, engineers, or landscape engineers), unless the products and services are needed as the result of any emergency or unless the desired supplier is the only source of supply within the county serving the Association. The Board need not accept the lowest bid.

o. Contracting with a cable communication company licensed in St. Johns County to provide cable television and other services to Unit Owners on a bulk-rate basis.

p. Authorization and prosecution, in the name of the Association, of any and all actions and proceedings deemed necessary or appropriate in furtherance of the interests of Unit Owners generally including suits to foreclose liens for non-payment of assessments or to recover money judgments for unpaid assessments.

q. Acquisition or entry into contracts for the acquisition of leaseholds, memberships, or other possessory or use interests in lands and facilities, including, but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether contiguous to the Condominium Property or not, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners. If such acquisition is authorized by a supplement to these Bylaws, duly recorded, the fees, costs and expenses of acquiring, maintaining, operating, repairing, and replacing the property so acquired shall be treated as a Common Expense; if a supplement does not so authorize such fees, costs, and expenses, such shall be treated as limited common expenses and shall be assessed against such Unit Owners as have agreed to assume the same in proportion to

their respective interest in the common elements, or in such other proportion as may unanimously have been agreed upon.

r. Conveying portions of the Common Elements or Association Property to a condemning authority for the purpose of providing utility easements, rights-of-way expansion, or for other public purposes, whether as part of a negotiated transaction or a result of eminent domain proceedings.

s. Exercising: (i) all powers specifically set forth in the Declaration of Condominium, the Articles, these Bylaws and in the Condominium Act, (ii) all powers incidental thereto, and (iii) all other powers granted by Chapters 617 and 718, Florida Statutes, by statute or other law to a Florida corporation not for profit.

t. Levying fines for the violation of the Declaration of Condominium, the Articles, these Bylaws and the Association's Rules and Regulations.

u. Authorizing Unit Owners or other persons to use portions of the Common Elements or Association Property for private gatherings and imposing reasonable charges for such private use and entering into agreements for such use.

v. Imposing a lawful fee in connection with the approval of the sale, mortgage, lease, sublease, or other transfer of Units, not to exceed the amount permitted by law.

w. Borrowing money on behalf of the Association when required in connection with the acquisition of property and granting mortgages on and security interests in Association Property; provided, however, that the consent of at least two-thirds (2/3) of the Unit Owners represented at a meeting at which a quorum has been attained shall be required for borrowing any sum of money in excess of Fifty-Thousand Dollars (\$50,000.00). If any sum borrowed by the Association pursuant to this subsection is not repaid by the Association, a Unit Owner who pays to the creditor a portion of the debt equal to his or her fractional interest in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien that the creditor has filed, has a right to file against, or otherwise affects that Unit Owner's Unit.

9. Emergency Powers. In the event of any "emergency" as defined in Article III, Section 9(g) below, the Board of Directors may exercise the emergency powers described in this section, and any other emergency powers authorized by Sections 617.0207 through 617.0303, Florida Statutes, as amended from time to time.

a. The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they assist during the period of the emergency, to accommodate the incapacity or absence of any officer of the Association.

b. The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

c. During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

d. Corporate action taken in good faith during an emergency under this Article to further the ordinary affairs of the Association shall bind the Association, and shall have the rebuttable presumption of being reasonable and necessary.

e. Any officer, Director, or employee of the Association acting with a reasonable belief that his or her actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

f. These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

g. For purposes of this Article only, an “emergency” exists only during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subject to:

- i. a state of emergency declared by local civil or law enforcement authorities;
- ii. a hurricane watch or warning;
- iii. a partial or complete evacuation order;
- iv. federal or state “disaster area” status; or
- v. a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

An “emergency” also exists for purposes of this Article during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of terrorism, or other similar event. A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive quality.

ARTICLE IV OFFICERS

1. **Executive Officers.** The executive officers of the Association shall be a President, Vice President, a Treasurer, and a Secretary, all of whom shall be elected by the Board of Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall perform an act in the capacity of more than one office. The Board of Directors may from time to time elect such other Officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers may be, but need not be, Unit Owners.

2. **President.** The President shall be the Chief Executive Officer of the Association and shall have all of the powers and duties customarily vested in the office of President of an Association.

3. **Vice President.** The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. The Vice President shall also perform such other duties customarily vested in the office of Vice President of an Association, along with such other duties as prescribed by the Board of Directors.

4. **Secretary.** The Secretary shall keep the minutes of all proceedings of the Directors and the Members. The Secretary shall also perform such other duties as customarily vested in the office of Secretary, including but not limited to providing notices to the Members and the Directors and affixing the seal of the Association on instruments that require it. The Secretary shall also keep the records of the Association, except those maintained by the Treasurer, and shall perform all such duties as prescribed by the Board of Directors.

5. **Treasurer.** The Treasurer shall have custody of all property of the Association, including funds, securities (if applicable), and evidences of indebtedness. The Treasurer shall maintain all accounting records of the Association in accordance with good accounting practices, which shall be made available to the Board of Directors periodically and upon request. The Treasurer shall also perform such duties as prescribed by the Board of Directors.

6. **Compensation.** Officers shall not receive compensation for their services in their capacities as Officers.

7. **Resignation and Removal.** Any Officer or Director may resign at any time by delivering a written resignation to the President or Secretary, which shall take effect upon receipt, unless a later date is specified in the resignation. Acceptance of a resignation is not required for it to be effective. The conveyance of all Units owned by any Director or Officer shall constitute a written resignation of such Director or Officer, except as to Directors or Officers appointed by the Developer. Officers may be removed at any meeting by a vote of the majority of all Directors present at which a quorum is attained.

8. **Developer-Appointed Officers.** Officers appointed by the Developer may not be removed except by the Developer or pursuant to Article V of these Bylaws.

**ARTICLE V
TRANSITION PROVISIONS**

1. Developer Control & Transition. Notwithstanding anything to the contrary contained in these Bylaws, the Board shall consist of three (3) Directors during the period that the Developer is entitled to appoint a majority of the Directors. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be ultimately operated by the Association. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be ultimately operated by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Unit Owners other than the Developer are entitled to elect at least a majority of the members of the Board of Directors upon the first to occur of any of the following events:

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

b. Three months after ninety percent (90%) of the Units that will ultimately be operated by the Association have been conveyed to purchasers;

c. When all the Units that will be ultimately operated by the Association have been completed, some of which have been conveyed to purchasers, and no Units are being offered for sale by the developer in the ordinary course of business;

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

e. When the developer files a petition seeking protection in bankruptcy;

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

g. Seven (7) years after the date of the recording of the certificate of a surveyor and mapper pursuant to Section 718.104(4)(e), Fla. Stat., or the recording of an instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first; or, should the Developer choose to construct the Condominium in phases, seven (7) years after the date of the recording of the certificate of a surveyor and mapper pursuant to Section 718.104(4)(e) or the recording of an instrument that transfers title to a Unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such Unit, whichever occurs first.

The Developer is entitled to elect at least one member of the Board of Directors so long as the Developer holds for sale in the ordinary course of business five percent (5%) of the Units that will ultimately be operated by the Association. The Developer may turn over control of the Association to Unit Owners other than the Developer prior to the time periods provided in the foregoing in its sole discretion by causing all of the appointed Directors to resign. Upon the occurrence of such event, it shall be the obligation of the Unit Owners other than the Developer to elect Directors and assume control of the Association. Additionally, neither the Developer, nor its appointees, shall be liable in any manner in connection with such resignations even if Unit Owners other than the Developer refuse or fail to assume control; provided, however, that the Developer must give sixty (60) days' notice to the Unit Owners of its decision to cause its appointees to resign.

Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call, and give not less than sixty (60) days' notice of an election for the members of the Board of Directors. The notice may be given by any Unit Owner if the Association fails to do so. Upon election of the first Unit Owner other than the Developer, the Developer shall forward to the Division the name and mailing address of the Unit Owner board member.

2. Developer Consent. If the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the developer:

- a. Assessment of the Developer as a Unit Owner for capital improvements;
- b. Any action by the Association that would be detrimental to the sales of Units by the Developer. Notwithstanding the foregoing, an increase in assessments for common expenses without discrimination against the developer shall not be deemed to be detrimental to the sales of Units.

3. Relinquishment of Control & Documents. At the time that Unit Owners other than the Developer elect a majority of the members of the Board of Directors, the developer shall relinquish control of the Association and the Units Owners shall accept control. Simultaneously, or for the purposes of paragraph (g) not more than ninety (90) days thereafter, the Developer shall deliver to the Association, at the Developer's expense, all property of the Unit Owners and of the Association that is held or controlled by the Developer, including, but not limited to, the following items as applicable:

- a. The original or a photocopy of the recorded declaration of condominium and all amendments thereto. If a photocopy is provided, it must be certified by affidavit of the developer or an officer or agent of the developer as being a complete copy of the actual recorded declaration;
- b. A certified copy of the Articles of Incorporation of the Association;
- c. A copy of the Bylaws;

d. The minute books, including all minutes, and any other books and records of the Association;

e. Any rules and regulations that have been adopted;

f. Resignations of resigning officers and Board members who were appointed by the Developer;

g. The financial records, including financial statements of the association, and source documents from the incorporation of the association through the date of turnover. The records must be audited for the period from the incorporation of the association or from the period covered by the last audit, if an audit has been performed for each fiscal year since incorporation, by an independent certified public accountant. All financial statements must be prepared in accordance with generally accepted accounting principles and must be audited in accordance with generally accepted auditing standards, as prescribed by the Florida Board of Accountancy, pursuant to chapter 473. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for association purposes and the billings, cash receipts, and related records to determine that the developer was charged and paid the proper amounts of assessments;

h. Association funds or control thereof;

i. All tangible personal property that is property of the Association, which is represented by the Developer to be part of the common elements or which is ostensibly part of the common elements, and an inventory of that property;

j. A copy of the plans and specifications utilized in the construction or remodeling of improvements and the supplying of equipment to the condominium and in the construction and installation of all mechanical components serving the improvements and the site with a certificate in affidavit form of the developer or the developer's agent or architect or engineer authorized to practice in this state that such plans and specifications represent, to the best of his or her knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the condominium property and for the construction and installation of the mechanical components serving the improvements;

k. A list of the names and addresses of all contractors, subcontractors, and suppliers used in the construction or remodeling of the improvements and in the landscaping of the condominium or association property of which the developer had knowledge at any time in the development of the condominium;

l. All insurance policies;

m. Copies of any certificates of occupancy that may have been issued for the condominium property;

n. Any other permits applicable to the condominium property that have been issued by governmental bodies and are in force or were issued within one year prior to the date that the Unit Owners other than the Developer took control of the Association;

o. All written warranties of the contractor, subcontractors, suppliers, and manufacturers, if any, that are still effective;

p. A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the developer's records;

q. Leases of the common elements and other leases to which the Association is a party;

r. Employment contracts or service contracts in which the association is one of the contracting parties or service contracts in which the association or the Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service;

s. All other contracts to which the association is a party;

t. A report included in the official records, under seal of an architect or engineer authorized to practice in this state, attesting to required maintenance, useful life, and replacement costs of the following applicable common elements comprising a turnover inspection report:

- i. Roof;
- ii. Structure;
- iii. Fireproofing and fire protection systems;
- iv. Elevators;
- v. Heating and Cooling Systems;
- vi. Plumbing;
- vii. Electrical Systems;
- viii. Swimming pool or spa equipment;
- ix. Seawalls;
- x. Pavement and parking areas;
- xi. Drainage systems;
- xii. Painting;
- xiii. Irrigation Systems.

u. A copy of the certificate of a surveyor and mapper recorded pursuant to Section 718.104(4)(e), Fla. Stat., or the recorded instrument that transfers title to a Unit in the condominium that is not accompanied by a recorded assignment of developer rights in favor of the grantee of such Unit, whichever occurred first.

**ARTICLE VI
ANNUAL BUDGET & ASSESSMENTS**

1. Association Budget Meeting.

a. Notice of Meeting. Any meeting at which a proposed annual budget of the Association will be considered by the Board or Unit Owners shall be open to all Unit Owners. At least fourteen (14) days prior to such a meeting, the Board shall hand deliver to each Unit Owner, mail to each Unit Owner at the address last furnished to the Association by the Unit Owner, or electronically transmit to the location furnished by the Unit Owner for that purpose a notice of such meeting and a copy of the proposed annual budget. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement, and such affidavit shall be filed among the official records of the Association.

b. Special Meeting Option. If the Board adopts in any fiscal year an annual budget that requires assessments against Unit Owners that exceed one-hundred fifteen percent (115%) of the assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Unit Owners to consider a substitute budget if the board receives, within twenty-one (21) days after adoption of the annual budget, a written request for a special meeting from at least ten (10%) percent of all voting interests. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall hand deliver or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing such notice shall execute an affidavit evidencing compliance with this notice requirement, which shall be filed among the official records of the Association. Unit Owners may consider and adopt a substitute budget at the special meeting if approved by a majority of all voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget as previously adopted by the Board shall take effect as scheduled.

c. Amounts Excluded from Computation. Any determination of whether assessments exceed one-hundred fifteen percent (115%) of assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the condominium property, anticipated expenses of the association which the board does not expect to be incurred on a regular or annual basis, or assessments for betterments to the condominium property.

d. Developer Proviso. For so long as the Developer controls the Board, assessments shall not exceed one-hundred fifteen (115%) of assessments for the prior fiscal year unless approved by a majority of all voting interests.

2. Proposed Budget – Contents. The proposed annual budget of estimated revenues and expenses must be detailed and must show the amounts budgeted by accounts and

expense classifications, including to the extent applicable, but not limited to those expenses listed in Section 718.504, Fla. Stat. If the Association maintains limited common elements with the cost to be shared only by those entitled to use those limited common elements as provided for in Section 718.113(1), Fla. Stat., the budget or a schedule attached to it must show the amount budgeted for its maintenance. If, after turnover of control of the Association to the Unit Owners, any of the expenses listed in Section 718.504(21) are inapplicable, those expenses need not be listed.

3. Reserves. In addition to annual operating expenses, the budget must include reserve accounts for capital expenditures and deferred maintenance. Such accounts must include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item that has a deferred maintenance expense or replacement cost that exceeds \$10,000.00. The amount to be reserved must be computed using a formula based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. This subsection does not apply to an adopted budget in which the members of the association have determined, by a majority vote at a duly called meeting of the Association, to provide no reserves or less reserves than required by this Article. However, prior to turnover of control of the Association to the Unit Owners other than the Developer, the Developer may vote to waive the reserves or reduce the funding of reserves through the period expiring at the end of the second fiscal year after the fiscal year in which the certificate of a surveyor and mapper is recorded pursuant to Section 718.104(4)(e), Fla. Stat., or an instrument that transfers title to a unit in the condominium that is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit is recorded, whichever occurs first, after which time reserves may be waived or reduced only upon the vote of a majority of all nondeveloper voting interests voting in person or by limited proxy at a duly called meeting of the Association. If a meeting of the Unit Owners has been called to determine whether to waive or reduce the funding of reserves, and no such result is achieved or a quorum is not attained, the reserves included in the budget shall go into effect. After turnover, the Developer may vote its voting interest to waive or reduce the funding of reserves.

4. Use of Reserve Funds. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts and may be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote at a duly called meeting of the Association. Prior to turnover of control of an association by the Developer to the Unit Owners other than the developer, the developer-controlled Association shall not vote to use reserves for purposes other than that which they were intended without the approval of a majority of all nondeveloper voting interests either voting in person or by limited proxy at a duly called meeting of the Association.

5. Reserves – Voting. The only voting interests that are eligible to vote on questions that involve waiving or reducing the funding of reserves, or using existing reserve funds for purposes other than purposes for which the reserves were intended, are the voting interests of the units subject to assessment to fund the reserves in question. Proxy questions

relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended shall contain the following statement in capitalized, bold letters in a font size larger than any other used on the face of the proxy ballot: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.**

6. Assessments. Assessments shall be levied and collected in a manner as provided in the Declaration, and as supplemented in this Article. Assessments against Unit Owners for their share of budget items shall be made for the applicable fiscal year annually. Such Assessments shall be due in equal installments, payable in advance on the first day of each quarter or each month, at the election of the Board, of the year for which the Assessments are made. If an annual Assessment is not made as required, the amount of the Assessment shall be presumed to have been made in the amount of the last prior Assessment, and each installment on such Assessment shall be due upon each installment payment date until changed by an amended Assessment. In the event that the annual Assessment is deemed to be insufficient by the Board of Directors, the budget and Assessments may be amended at any time by the Board subject to the notice and meeting requirements of this Article. If the Board of Directors amends the budget and Assessments in a given year, payment of Assessments subsequent to the amendment shall be made according to the amendment.

7. Special Assessments for Emergencies. Special Assessments for Common Expenses levied in the event of an emergency that cannot be paid from the annual Assessments shall be due on the date indicated on the Notice of Special Assessment, or if no such date is indicated, shall be due upon receipt of the Notice in the manner provided for giving notice in the Governing Documents.

8. Acceleration and Default. If a Unit Owner defaults in his or her Assessment installment payment obligation, the Association may accelerate the balance of the current budget years' Assessments upon thirty (30) days' prior written notice to the Unit Owner and the filing of the claim of lien. The unpaid balance of the current budget years' Assessments shall thereafter be due on the date stated in the notice, but not less than five (5) days after the delivery of the notice to the Unit Owner, nor less than ten (10) days after the mailing of such notice to him or her by certified mail, whichever first occurs.

9. Depository. The depository of the Association shall be such banks or institutions in the State as may be required by the Condominium Act and as shall otherwise be designated by the Board of Directors from time to time in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Board of Directors. All Association funds shall be maintained separately in accounts in the Association's name. Reserve and operating funds of the Association shall not be commingled, nor shall any manager, agent, employee, Officer, or Director of the Association commingle any Association funds with his or her funds or with the funds of any other person.

ARTICLE VII RECORDS

1. Official Records. The Association shall keep all Official Records as delineated in Section 718.111, Fla. Stat., within forty-five (45) miles of the Condominium Property. Such Official Records shall be made available to a Unit Owner within five (5) working days after receipt of a written request by the Board or its designee, unless otherwise agreed, or unless five (5) working days would not reasonably be enough time to accommodate the request under the circumstances. As further provided in the Declaration, Official Records of the Association are open to inspection by any Member of the Association or authorized representative of such Member at all reasonable times. This paragraph may be complied with by having a copy of the Official Records of the association available for inspection or copying on the Condominium Property, or the Association may offer the option of making the records available to a Unit Owner electronically via the internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request.

2. Accounting Records. Accounting records for the Association shall be maintained according to generally accepted accounting practices for Associations and must be maintained for at least seven (7) years. The accounting records must include, but are not limited to:

a. Accurate, itemized, and detailed records of all receipts and expenditures;

b. 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 on the account, and the balance due.

c. All audits, reviews, accounting statements, and financial reports of the association or condominium.

d. All contracts for work to be performed. Bids for work to be performed are also considered official records and must be maintained by the Association.

3. Closed Records. While most of the Official Records of the Association are open to all Members of the Association, the following records are not accessible to Unit Owners:

a. Any record protected by the lawyer-client privilege as described in Section 90.502, Fla. Stat., and any record protected by the work-product privilege, including a record prepared by an association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.

b. Information obtained by an association in connection with the approval of the lease, sale, or other transfer of a unit.

c. Personnel records of association or management company employees, including, but not limited to, disciplinary, payroll, health, and insurance records. For purposes of this subparagraph, the term “personnel records” does not include written employment agreements with an association employee or management company, or budgetary or financial records that indicate the compensation paid to an association employee.

d. Medical records of unit owners.

e. Social security numbers, driver’s license numbers, credit card numbers, e-mail addresses, telephone numbers, facsimile numbers, emergency contact information, addresses of a unit owner other than as provided to fulfill the association’s notice requirements, and other personal identifying information of any person, excluding the person’s name, unit designation, mailing address, property address, and any address, e-mail address, or facsimile number provided to the association to fulfill the association’s notice requirements. Notwithstanding the restrictions in this subparagraph, an association may print and distribute to parcel owners a directory containing the name, parcel address, and telephone number of each parcel owner. However, an owner may exclude his or her telephone number from the directory by so requesting in writing to the association. The association is not liable for the inadvertent disclosure of information that is protected under this subparagraph if the information is included in an official record of the association and is voluntarily provided by an owner and not requested by the association.

f. Electronic security measures that are used by the association to safeguard data, including passwords.

g. The software and operating system used by the association which allow the manipulation of data, even if the owner owns a copy of the same software used by the association. The data is part of the official records of the association.

ARTICLE VIII AMENDMENTS AND OTHER PROVISIONS

1. Amendments. These Bylaws may be amended in the following manner:

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

b. Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the Members of the Association. For the amendment to pass, it must be approved

by not less than a majority of all members of the Association represented at a meeting at which a quorum has been attained and by not less than a majority of the Board of Directors.

c. Proviso. No amendment that would eliminate, modify, prejudice, abridge, or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer or mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration.

2. Procedure. No Bylaw shall 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 (more commonly known as ~~striketrough~~ text). However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. See bylaw for present text." Nonmaterial errors or omissions in the bylaw process will not invalidate an otherwise properly promulgated amendment.

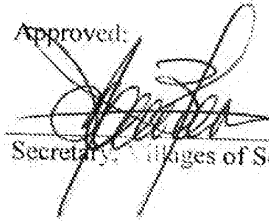
3. Parliamentary Rules. The most recently published version of Roberts' Rules of Order shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles, or these Bylaws.

4. Rules and Regulations. Attached hereto as **Schedule A** and made a part hereof are rules and regulations concerning the use of portions of the Condominium and other Association Property. The Board of Directors may modify, amend, add, or delete any such rules or regulations, except that subsequent to turnover of control from the Developer to Unit Owners other than the Developer, Owners of a majority of Units represented at a meeting at which a quorum is attained may overrule the Board with respect to any such modification, amendment, addition, or deletion. Copies of the rules and regulations as changed shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted that would prejudice the rights reserved to the Developer.

5. Severability. If any portion of these Bylaws is found by a court of competent jurisdiction to be unenforceable, then only the portion shall be deemed ineffective and the remainder shall be given its nearest permissible meaning and effect.

The foregoing was adopted as the Bylaws of Villages of Selo Owners Association, Inc., a corporation not-for-profit organized under the laws of the State of Florida, at its first meeting of the Board of Directors on the 24 day of July 2014.

Approved:

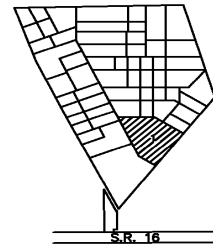

Secretary, Villages of Selo Owners Ass'n

BK: 3912 PG: 1731

MAP SHOWING SKETCH OF VILLAGES OF SELOY, PHASE 1 A CONDOMINIUM

A PART OF THE THOMAS TRAVERSE GRANT, SECTION 37, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA
(SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTION)

PHASE KEY MAP
NOT TO SCALE



SURVEYOR'S CERTIFICATION

VILLAGE OF SELOY, A CONDOMINIUM, PHASE 1

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF:

1. THE UNDERSIGNED HAS RELIED ON THE ATTACHED CERTIFICATION OF THE ENGINEER, ARCHITECT AND / OR OTHER CERTIFIED PROFESSIONAL REPRESENTING THE DEVELOPER AND CONDOMINIUM THAT THE CONSTRUCTION OF THE MAJOR IMPROVEMENTS WITHIN VILLAGES OF SELOY, A CONDOMINIUM, PHASE 1, ARE SUBSTANTIALLY COMPLETE, SO THAT THE ATTACHED MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION, INCLUDING ALL AMENDMENTS AND SUPPLEMENTS THERETO, DESCRIBING THE CONDOMINIUM PROPERTY, AND ALSO TOGETHER WITH THE CONSTRUCTION AND ARCHITECTURAL PLANS FOR THE PROJECT (BY REFERENCE MADE A PART HEREOF), ARE AN ACCURATE GRAPHIC REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, SO THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE REFERENCED MATERIALS. THE UNDERSIGNED FURTHER CERTIFIES THAT VISIBLE PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO THE UNIT, AND COMMON-ELEMENT FACILITIES SERVING THE BUILDING IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED HAVE BEEN SUBSTANTIALLY COMPLETED;
2. THAT I HAVE RELIED ON FIELD MEASUREMENTS PERTAINING TO THE BOUNDARY SURVEY, AS WELL AS THE DIMENSIONS SHOWN ON THE CONSTRUCTION AND ARCHITECTURAL PLANS, AND THE GRAPHIC DEPICTIONS OF THE UNIT LAYOUTS, FLOOR PLANS AND THE PLOT PLANS INCLUDED IN THE EXHIBITS, WHICH WERE PROVIDED BY THE DEVELOPER ON BEHALF OF THE CONDOMINIUM, ALL OF WHICH ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.
3. THE GRAPHIC DEPICTIONS OF THE UNITS AS SHOWN IN THE PROVISIONS OF THE DECLARATION ARE SUBJECT TO NORMAL CONSTRUCTION DIFFERENCES. MINOR VARIATIONS IN THE OVERALL CONFIGURATION AND DIMENSIONS OF EACH UNIT, SUCH AS COLUMN WRAPS, THICKENED WALLS TO ACCOMMODATE PLUMBING AND MECHANICAL CHASES, AND OTHER TYPICAL CONSTRUCTED IMPROVEMENTS MAY PROTRUDE INTO THE FLOOR AREA OF EACH UNIT. THESE MINOR VARIATIONS MAY NOT BE SHOWN ON THE GRAPHIC DEPICTION OF EACH UNIT.
4. THIS CERTIFICATION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY, INCLUDING ALL ATTACHMENTS, PLANS AND REFERENCE MATERIAL.
5. THIS CERTIFICATION SHALL NOT BE VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE UNDERSIGNED FLORIDA LICENSED SURVEYOR AND MAPPER.

Harold W. Moore

DATE: 07/25/2014

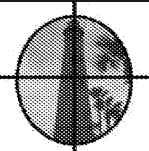
HAROLD W. MOORE, FLORIDA
REGISTERED LAND SURVEYOR
CERTIFICATE NO. 4253



**CERTIFICATION
SHEET 3 OF 9**

STANDARD NOTES:
BEARING STRUCTURE BASED ON THE _____ DEED _____ BEARING OF _____ S88°47'40"W
ALONG THE _____ NORTH LINE OF SECTION 37

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE " _____ X _____ " AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 9-2-04 FOR ST. JOHNS COUNTY, COMMUNITY NO. _____ 12109C _____, PANEL NO. _____ 0311H _____.



LANDMARK SURVEYORS, INC.
SURVEYING BUSINESS NUMBER 7775
4830 ROSSELLE STREET, JACKSONVILLE, FLORIDA 32254
(904) 384-7855 FAX 384-4665
CONSTRUCTION LAYOUT * AS BUILTS
SURVEYING AND MAPPING * GPS SERVICES

CERTIFICATION: I HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF FLORIDA, THAT THE INFORMATION SHOWN HEREON WAS COMPILED UNDER MY RESPONSIBLE CHARGE, AND, IN MY OPINION, AND TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE INFORMATION SHOWN HEREON IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

WO # 1816.80
F.B. N/A PG. N/A
FILE # 90/B-1
SCALE: 1" = N/A

THIS DRAWING NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISION	DATE	DESCRIPTION

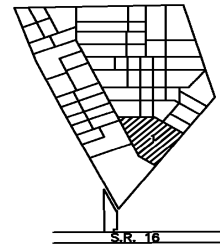
DATE OF SKETCH: 7/25/14
Harold W. Moore
HAROLD W. MOORE
FLORIDA REGISTRATION NUMBER 4253

DRAWN BY: CJP
DATE MODIFIED: 07/23/2014

CHECKED BY: CJP
DATE CHECKED: 07/23/2014

MAP SHOWING SKETCH OF VILLAGES OF SELOY, PHASE 1 A CONDOMINIUM ST. JOHNS COUNTY, FLORIDA

PHASE KEY MAP
NOT TO SCALE



PREPARED FOR:
Villages of Seloy,
A Condominium

LEGAL DESCRIPTION:

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, LYING IN AND BEING A PART OF THE THOMAS TRAVERSE GRANT, SECTION 37, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 37; THENCE SOUTH 88 DEGREES 47 MINUTES 40 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 37, A DISTANCE OF 1,050.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 403.65 FEET; THENCE SOUTH 23 DEGREES 27 MINUTES 08 SECONDS EAST, A DISTANCE OF 1,027.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 23 DEGREES 27 MINUTES 08 SECONDS EAST, A DISTANCE OF 517.75 FEET; THENCE SOUTH 55 DEGREES 19 MINUTES 56 SECONDS EAST, A DISTANCE OF 199.71 FEET TO THE NORTHWESTERLY LINE OF GLIMPSE OF GLORY SUBDIVISION, ACCORDING TO PLAT THEREOF, AS RECORDED IN MAP BOOK 10, PAGE 34 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 34 DEGREES 42 MINUTES 40 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 476.36 FEET; THENCE NORTH 55 DEGREES 19 MINUTES 56 SECONDS WEST, A DISTANCE OF 346.33 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 356.72 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTE:

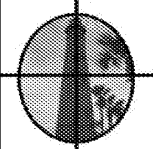
- THIS LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS:
- A) PROVIDED IN ITS ENTIRETY CONSISTING OF 9 SHEETS, WITH SHEET 1 BEING THE SKETCH OF DESCRIPTION, SHEET 2 BEING THE LEGAL DESCRIPTION, SHEET 3 BEING THE SURVEYORS CERTIFICATION, SHEET 4 BEING THE SITE PLAN AND SHEETS 5 THROUGH 9 BEING THE BUILDING DETAILS..
 - B) REPRODUCTIONS OF THE DESCRIPTION AND SKETCH ARE SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.



**LEGAL DESCRIPTION
SHEET 2 OF 9**

STANDARD NOTES:
BEARING STRUCTURE BASED ON THE _____ DEED _____ BEARING OF _____ S88°47'40"W _____
ALONG THE _____ NORTH LINE OF SECTION 37 _____

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE " _____ X _____ " AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 9-2-04 FOR ST. JOHNS COUNTY, COMMUNITY NO. _____ 12109C _____, PANEL NO. _____ 0311H _____.



LANDMARK SURVEYORS, INC.
SURVEYING BUSINESS NUMBER 7775
4830 ROSSELLE STREET, JACKSONVILLE, FLORIDA 32254
(904) 384-7855 FAX 384-4665

**CONSTRUCTION LAYOUT * AS BUILTS
SURVEYING AND MAPPING * GPS SERVICES**

CERTIFICATION: I HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF FLORIDA, THAT THE INFORMATION SHOWN HEREON WAS COMPILED UNDER MY RESPONSIBLE CHARGE, AND, IN MY OPINION, AND TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE INFORMATION SHOWN HEREON IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

WO # 1816.80 THIS DRAWING NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
F.B. N/A PG. N/A
FILE # 90/B-1
SCALE: 1" = N/A

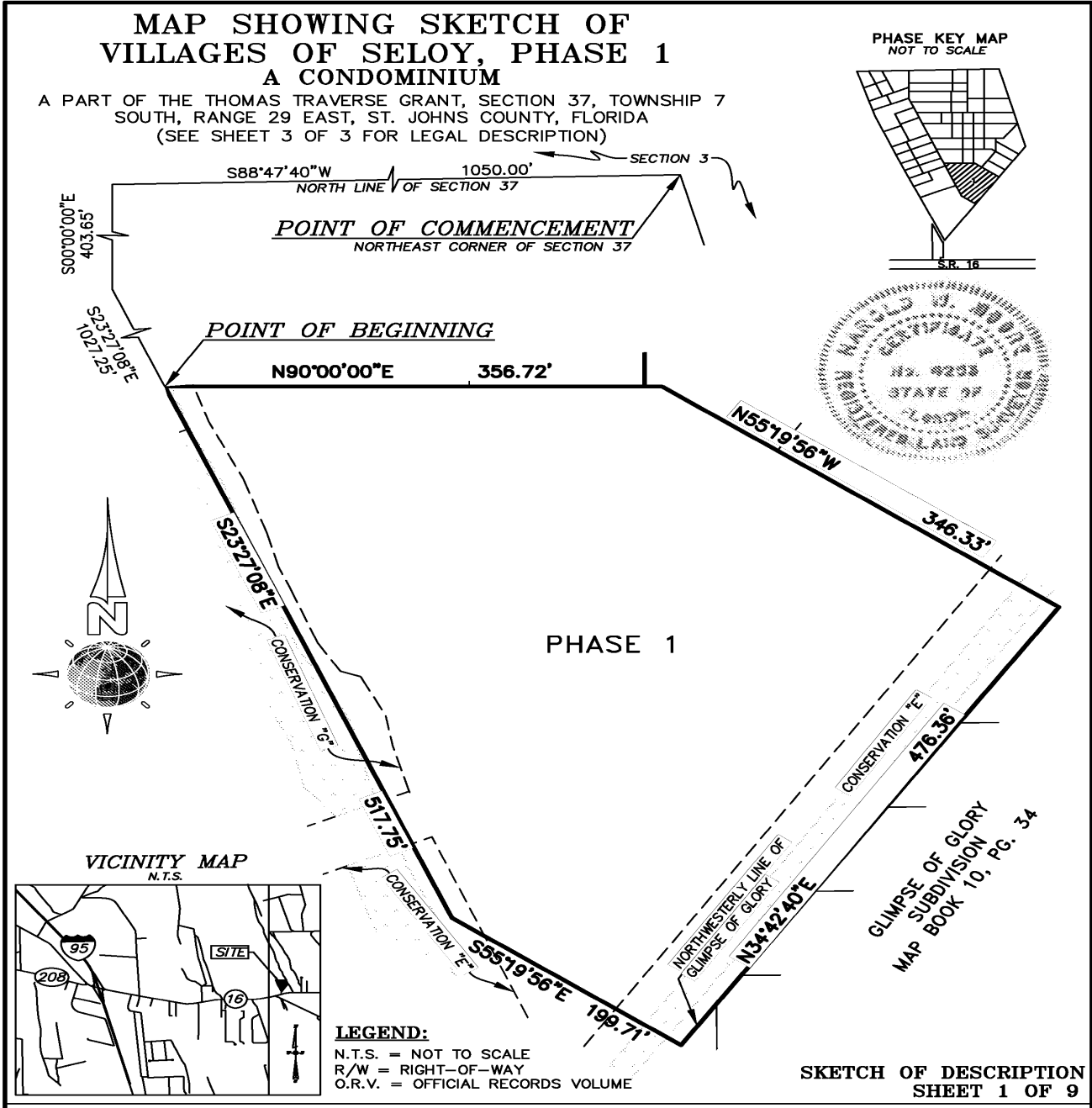
REVISION	DATE	DESCRIPTION

DATE OF SKETCH: 7/25/14
Harold W. Moore
HAROLD W. MOORE
FLORIDA REGISTRATION NUMBER 4253

DRAWN BY: CJP
DATE MODIFIED: 07/23/2014

CHECKED BY: CJP
DATE CHECKED: 07/23/2014

BK: 3912 PG: 1733



STANDARD NOTES:
BEARING STRUCTURE BASED ON THE _____ DEED _____ BEARING OF _____ S88°47'40"W _____
ALONG THE _____ NORTH LINE OF SECTION 37 _____

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	<p>LANDMARK SURVEYORS, INC. SURVEYING BUSINESS NUMBER 7775 4830 ROSSELLE STREET, JACKSONVILLE, FLORIDA 32254 (904) 384-7855 FAX 384-4665</p> <p>CONSTRUCTION LAYOUT * AS BUILTS SURVEYING AND MAPPING * GPS SERVICES</p>	<p>CERTIFICATION: I HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF FLORIDA, THAT THE INFORMATION SHOWN HEREON WAS COMPILED UNDER MY RESPONSIBLE CHARGE, AND, IN MY OPINION, AND TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE INFORMATION SHOWN HEREON IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.</p>
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F.B. N/A PG. N/A FILE # 90/B-1 SCALE: 1" = 100'

REVISION	DATE	DESCRIPTION

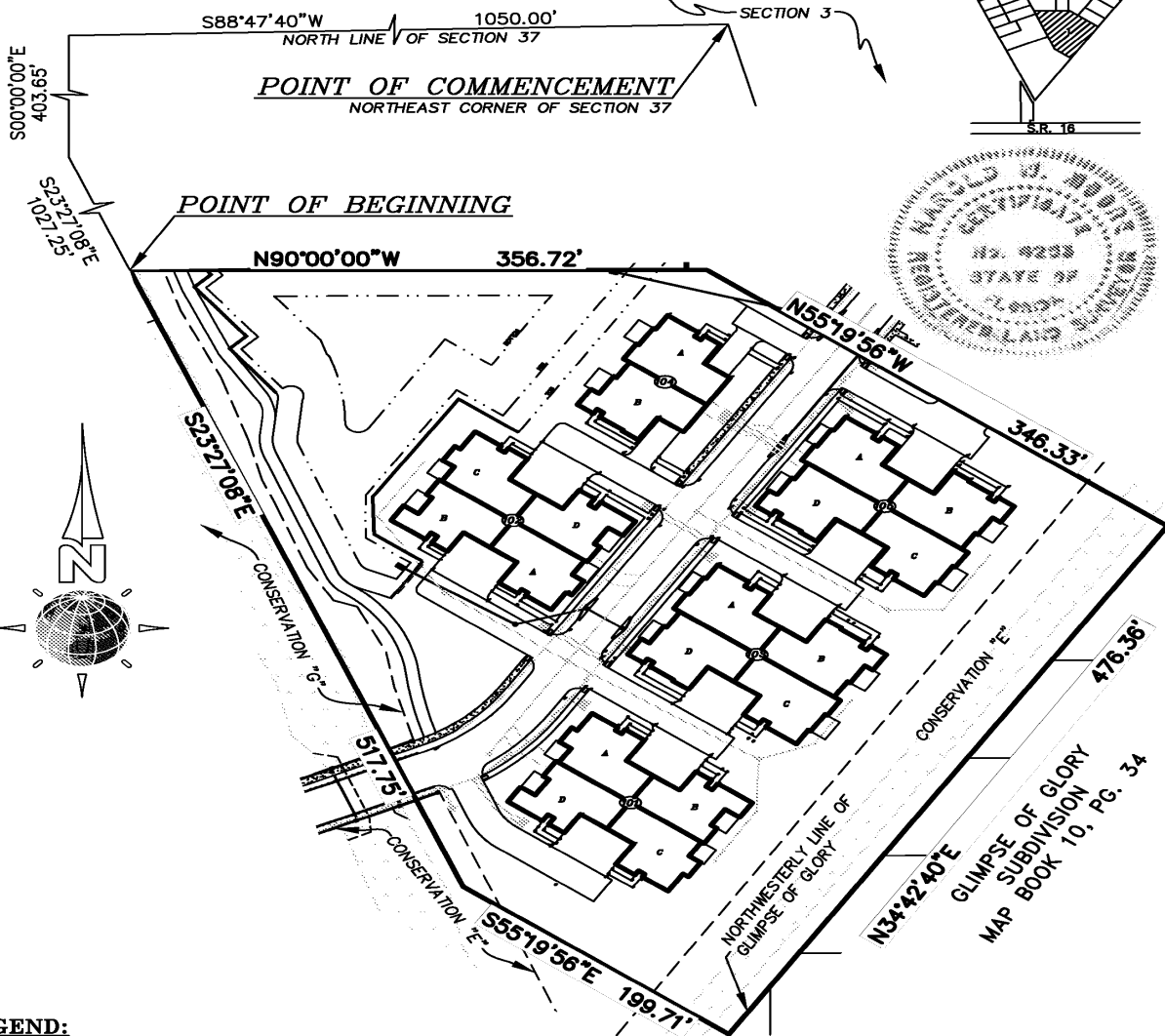
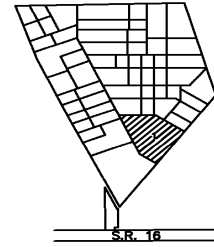
DATE OF SKETCH: 7/25/14
Harold W. Moore
HAROLD W. MOORE
FLORIDA REGISTRATION NUMBER 4253

DRAWN BY: CJP CHECKED BY: CJP DATE MODIFIED: 07/23/2014 DATE CHECKED: 07/23/2014

MAP SHOWING SKETCH OF VILLAGES OF SELOY, PHASE 1 A CONDOMINIUM

A PART OF THE THOMAS TRAVERSE GRANT, SECTION 37, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA
(SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTION)

PHASE KEY MAP
NOT TO SCALE



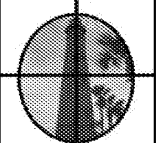
LEGEND:

- N.T.S. = NOT TO SCALE
- R/W = RIGHT-OF-WAY
- O.R.V. = OFFICIAL RECORDS VOLUME

**SITE PLAN
SHEET 4 OF 9**

STANDARD NOTES:
BEARING STRUCTURE BASED ON THE _____ DEED _____ BEARING OF _____ S88°47'40"W _____
ALONG THE _____ NORTH LINE OF SECTION 37 _____

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE " _____ X _____ " AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 9-2-04 FOR ST. JOHNS COUNTY, COMMUNITY NO. _____ 12109C _____, PANEL NO. _____ 0311H _____.



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SURVEYING AND MAPPING * GPS SERVICES

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WO # 1816.80
F.B. N/A PG. N/A
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SCALE: 1" = 100'

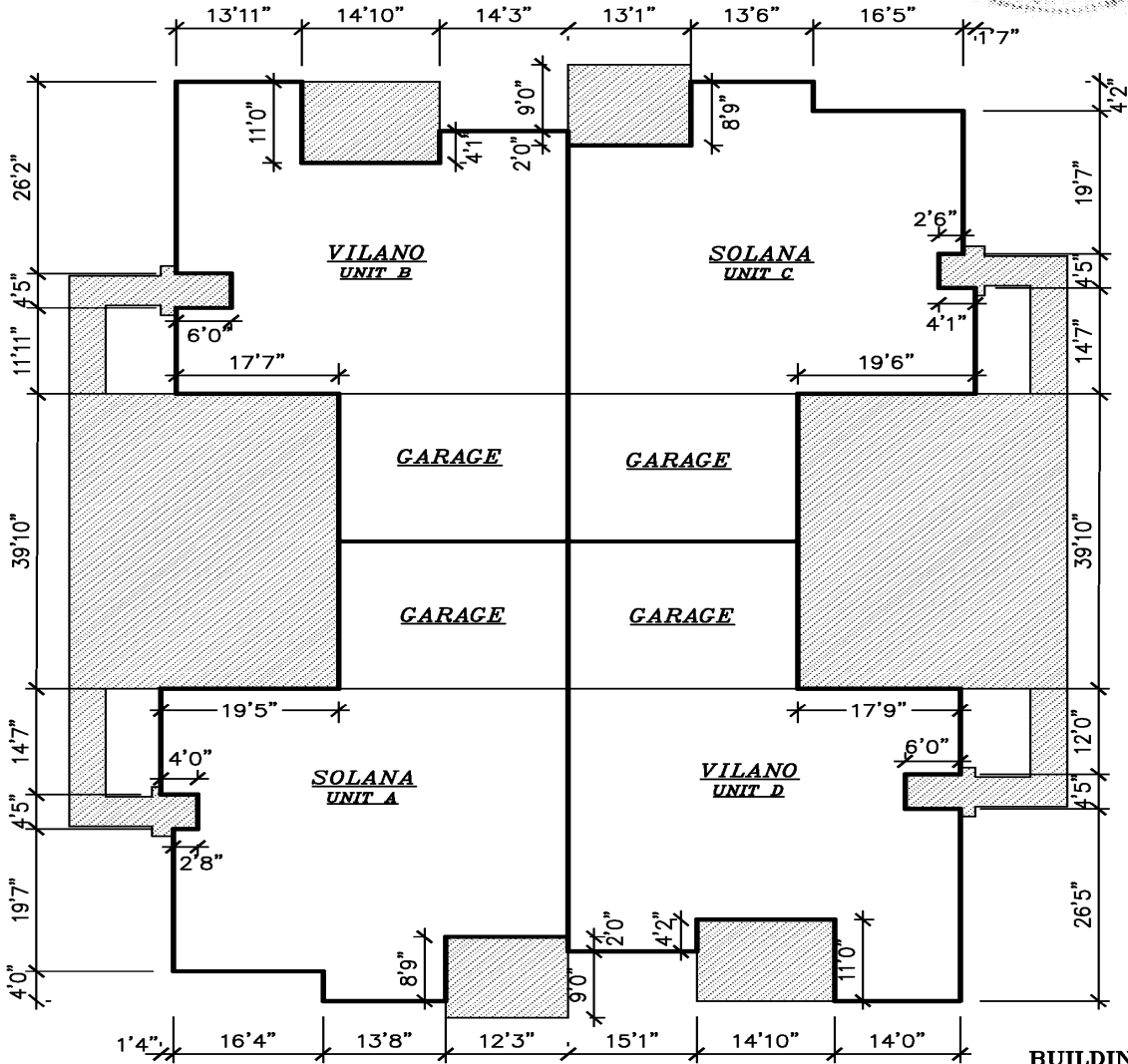
REVISION	DATE	DESCRIPTION

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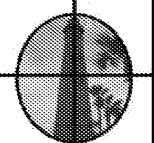
**BUILDING No. 101 DETAIL
VILLAGES OF SELOY, PHASE 1
A CONDOMINIUM**



**BUILDING 101
SHEET 5 OF 9**

STANDARD NOTES:
BEARING STRUCTURE BASED ON THE _____ DEED _____ BEARING OF _____ S88°47'40"W
ALONG THE _____ NORTH LINE OF SECTION 37

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE " _____ X _____ " AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 9-2-04 FOR ST. JOHNS COUNTY, COMMUNITY NO. _____ 12109C _____, PANEL NO. _____ 0311H _____.



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F.B. N/A PG. N/A
FILE # 90/B-1
SCALE: 1" = N/A

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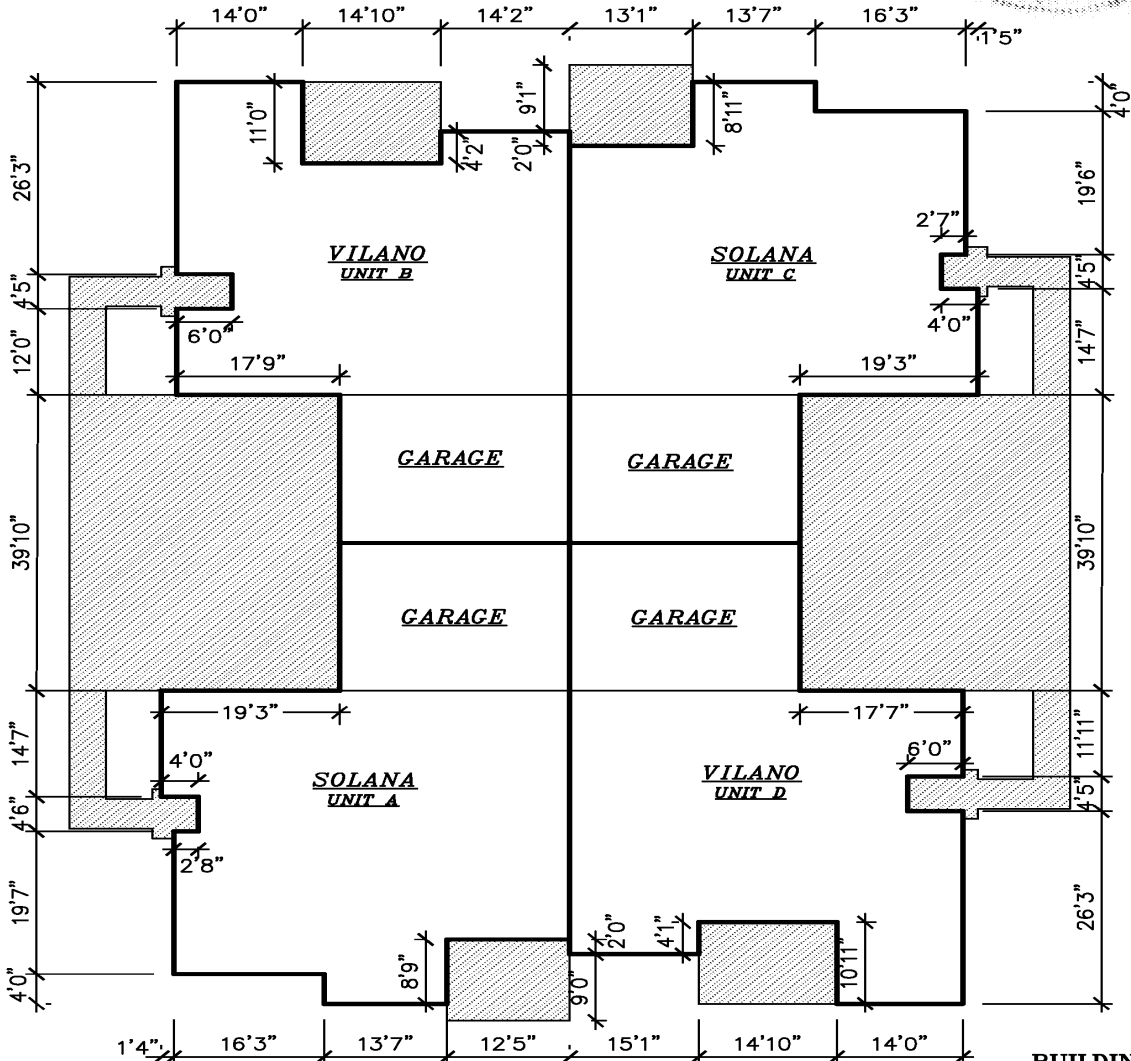
REVISION	DATE	DESCRIPTION

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FLORIDA REGISTRATION NUMBER 4253

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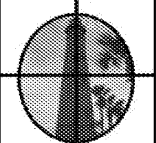
**BUILDING No. 102 DETAIL
VILLAGES OF SELOY, PHASE 1
A CONDOMINIUM**



**BUILDING 102
SHEET 6 OF 9**

STANDARD NOTES:
BEARING STRUCTURE BASED ON THE _____ DEED _____ BEARING OF _____ S88°47'40"W _____
ALONG THE _____ NORTH LINE OF SECTION 37 _____

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE " _____ X _____ " AS SHOWN ON THE NATIONAL FLOOD
INSURANCE MAP DATED 9-2-04 FOR ST. JOHNS COUNTY, COMMUNITY NO. _____ 12109C _____, PANEL NO. _____ 0311H _____.



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WO # 1816.80
F.B. N/A PG. N/A
FILE # 90/B-1
SCALE: 1" = N/A

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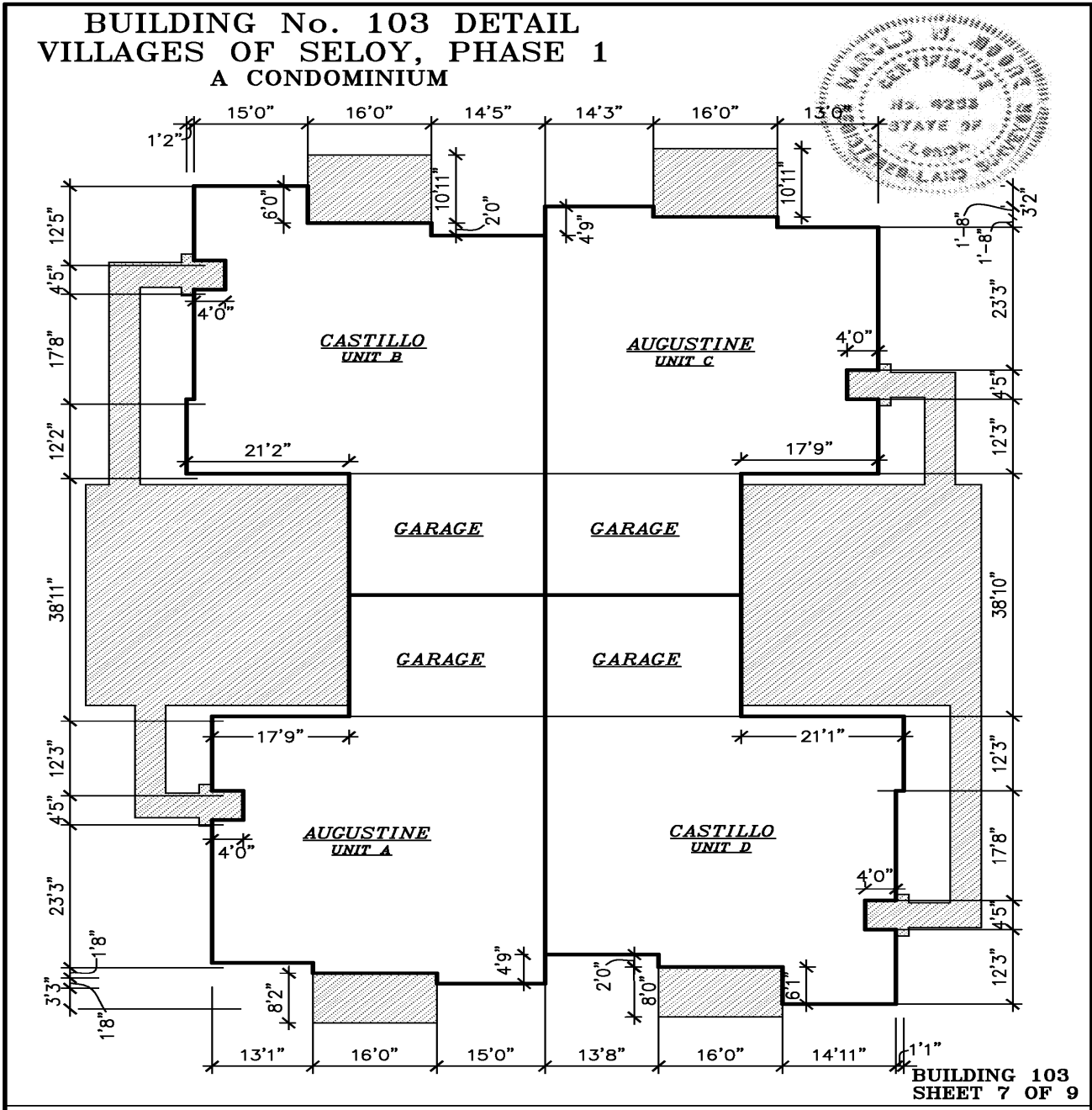
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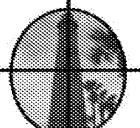
BK: 3912 PG: 1737



BUILDING 103
SHEET 7 OF 9

STANDARD NOTES:
BEARING STRUCTURE BASED ON THE _____ DEED _____ BEARING OF _____ S88°47'40"W
ALONG THE _____ NORTH LINE OF SECTION 37

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE " _____ X _____ " AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 9-2-04 FOR ST. JOHNS COUNTY, COMMUNITY NO. _____ 12109C _____, PANEL NO. _____ 0311H _____.



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F.B. N/A PG. N/A
FILE # 90/B-1
SCALE: 1" = N/A

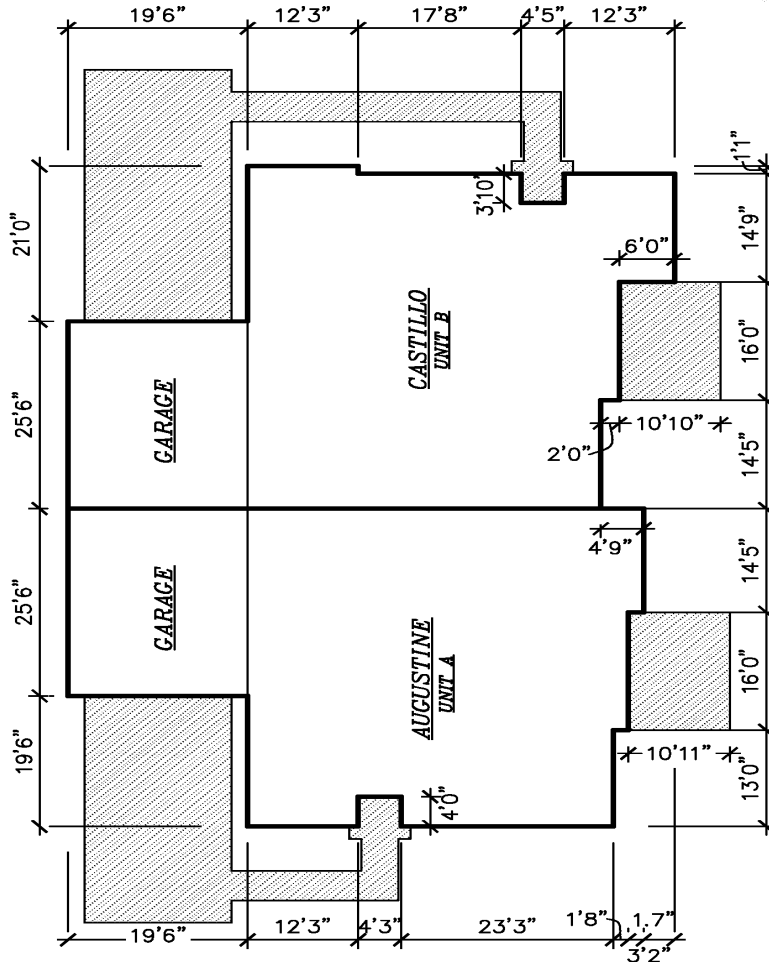
REVISION	DATE	DESCRIPTION

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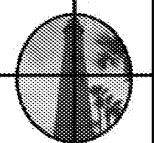
**BUILDING No. 104 DETAIL
VILLAGES OF SELOY, PHASE 1
A CONDOMINIUM**



**BUILDING 104
SHEET 8 OF 9**

STANDARD NOTES:
BEARING STRUCTURE BASED ON THE _____ DEED _____ BEARING OF _____ S88°47'40"W
ALONG THE _____ NORTH LINE OF SECTION 37

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE " _____ X _____ " AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 9-2-04 FOR ST. JOHNS COUNTY, COMMUNITY NO. _____ 12109C _____, PANEL NO. _____ 0311H _____.



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F.B. N/A PG. N/A
FILE # 90/B-1
SCALE: 1" = N/A

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REVISION	DATE	DESCRIPTION

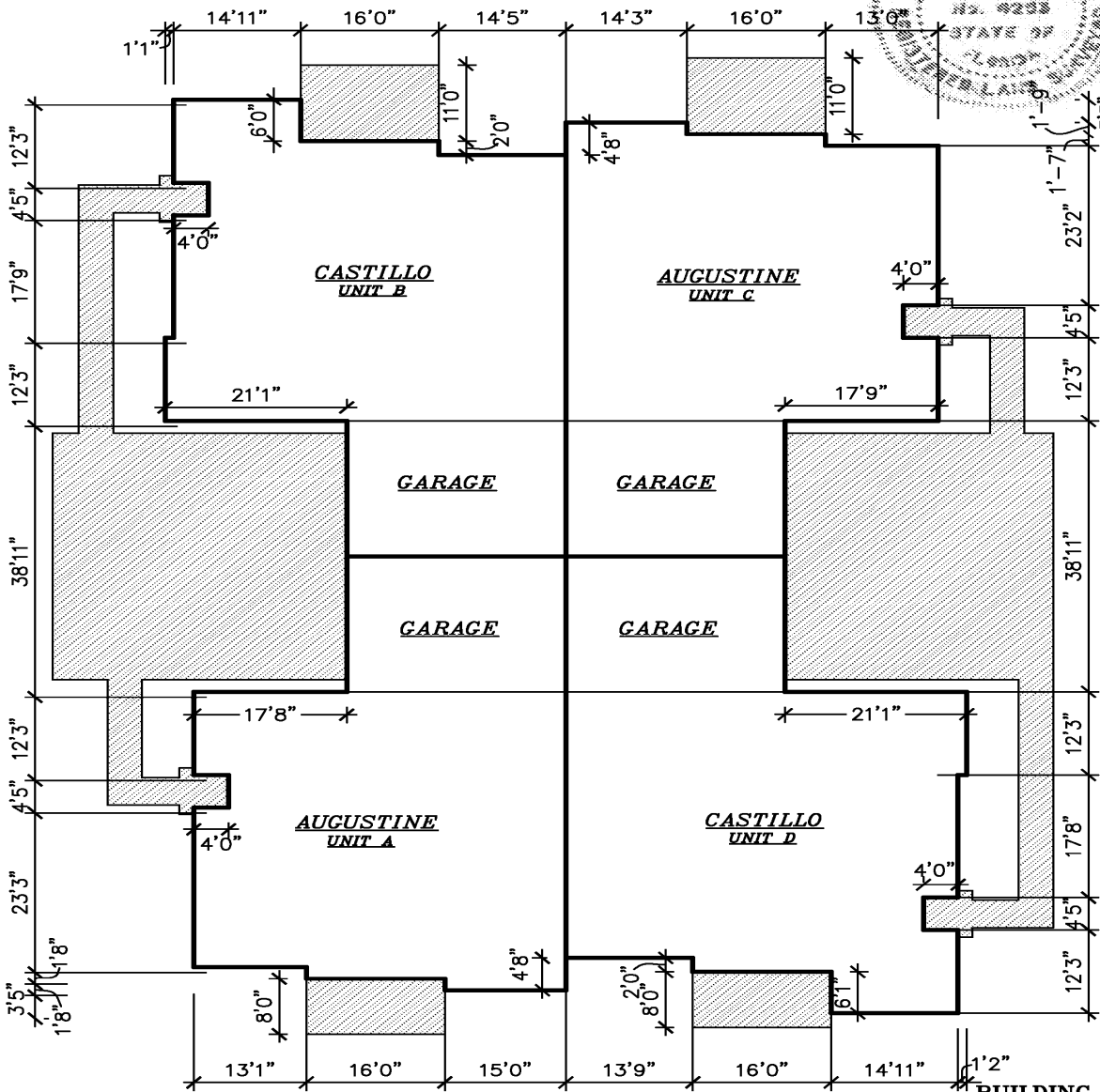
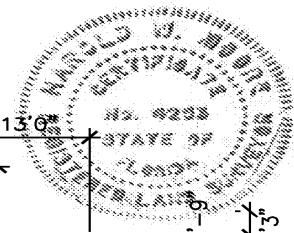
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DATE CHECKED: 07/23/2014

BK: 3912 PG: 1739

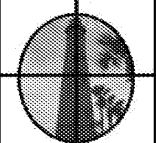
BUILDING No. 105 DETAIL VILLAGES OF SELOY, PHASE 1 A CONDOMINIUM



**BUILDING 103
SHEET 9 OF 9**

STANDARD NOTES:
BEARING STRUCTURE BASED ON THE _____ DEED _____ BEARING OF _____ S88°47'40"W
ALONG THE _____ NORTH LINE OF SECTION 37

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE " _____ X _____ " AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 9-2-04 FOR ST. JOHNS COUNTY, COMMUNITY NO. _____ 12109C _____, PANEL NO. _____ 0311H _____.



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