

ITR St Aug Shores Svc Corp ATTN: Bill Harkness
790 Christina Dr, St Aug, FL
32086 ST. AUGUSTINE SHORES SERVICE CORPORATION, INC.

Recorded in Public Records St. Johns County, FL
Clerk # 93013261 O.R. 990 PG 1221 10:35AM 05-07-93
Recording 17.00 Surcharge 2.50

CERTIFICATE OF INCORPORATION

4R 17+250

FIRST: The name of the Corporation is: "ST. AUGUSTINE SHORES SERVICE CORPORATION, INC.", (hereinafter referred to as the "Corporation").

SECOND: Said Corporation is incorporated as a corporation not for profit under the provisions of Chapter 617, Florida Statutes, 1969.

THIRD: The principal office of the Corporation initially is at St. Augustine Shores Administration Building, St. Johns County, Florida, at 934 Santa Maria Boulevard, St. Augustine Shores Florida. Any Corporate changes in location of the principal office may be designated through the By-Laws from time to time. The names and address of the initial resident agents are: F.E. Mackle, Jr., Neil E. Bahr and John Mudd, 3250 Southwest Third Avenue, Miami, Dade County, Florida, any one of whom is authorized to accept service of process within this State upon the Corporation. Resident agent changes at the discretion of the Corporation may be made as provided in the By-Laws.

FOURTH:

(a) The purposes and objectives and powers for which this Corporation is organized are to promote the health, safety and welfare of its Class A members, being the property owners as further described below and in the By-Laws of that area known and described as St. Augustine Shores Subdivision, St. Johns County, Florida, and more particularly described from time to time in plats of various units of said subdivision, recorded, or intended to be recorded, or recorded in the future by The Deltona Corporation, a Delaware corporation, or its successors or assigns, in the Public Records of St. Johns County, Florida (hereinafter referred to as the "Plats"). Any reference herein to the Deltona Corporation shall be deemed to mean and include The Deltona Corporation, its successors, assigns and any of its wholly-owned or financially controlled subsidiaries.

(b) Said purposes, objects and powers shall include, but shall not be limited to, those functions and activities to be carried out and performed by the Corporation enumerated in the various Declarations of Restrictions (hereinafter referred to as the "Restrictions") made and to be made by The Deltona Corporation, or its successors and assigns, restricting lots, tracts and parcels of land shown on the said Plats of St. Augustine Shores Subdivision, as said Restrictions are recorded or intended to be recorded or recorded in the future in the Official Records of St. Johns County, Florida.

(c) The Corporation shall have all the powers enumerated in Charter 617.021, Florida Statutes, 1969 and as amended, and shall have all the powers of corporations, not for profit, not prohibited by some provision of law unless otherwise excepted herein.

(d) The Corporation may enter contracts, including contracts with any of its Class A or Class B members. The Corporation may do everything that a natural person could or might do which is necessary or incidental to the conducting and carrying out of all of its various purposes, objects and powers as set forth herein and in the Restrictions.

FIFTH:

(a) Membership in this Corporation shall be divided into Class A membership and Class B membership. The owner of a Shores property, which is a lot, tract or parcel of land shown on a plat of St. Augustine Shores Subdivision or a condominium unit within that Subdivision, shall automatically be and become a Class A Member of this Corporation. Class A Membership in this Corporation shall cease and terminate upon the sale, transfer or disposition of the member's Shores property.

(b) The Deltona Corporation, or its successors and assigns, shall be the only Class B member of this Corporation. The Class B member shall be the only voting member of the Corporation until January 1, 1981, or such prior time as the Class B member shall determine, in its sole judgment, as evidenced by an amendment to the By-Laws of this Corporation at which time the Class A members shall become voting members of the Corporation. The Class A membership shall have or be allowed full voting rights in the Service Corporation upon request in writing from the Federal Housing Administration (FHA) to The Deltona Corporation, which request may be made by FHA to the Subdivider on or after January 1, 1977, so long as any mortgages are then insured by FHA in the St. Augustine Shores Subdivision or so long as a commitment of FHA to The Deltona Corporation to insure mortgages is outstanding.

(c) At such time as the Class A members become voting members of the Corporation, said members shall be entitled to one vote in the affairs of the Corporation for each Shores property owned by said member and the Class B membership shall terminate. In the event a Shores property is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned.

(d) Reference herein to the "voting membership" shall mean the membership entitled to vote in the affairs of the Corporation at the time that said vote is to be taken and the Class "A" membership shall not be considered as the voting membership until the conditions of Paragraph Fifth (b) herein have been fulfilled.

(e) Effective January 1, 1985 the Class A members of The Corporation became the "voting membership" and Class B membership was terminated.

SIXTH: The term for which the Corporation is to exist is perpetual unless the purposes for which the Corporation is to exist are terminated in accordance with the Restrictions hereinabove referred to.

SEVENTH: The affairs of the Corporation are to be managed by the following officers elected in accordance with the By-Laws:

- President
- Vice President
- Secretary
- Treasurer

The Corporation may also have additional vice presidents and assistant secretaries and assistant treasurers.

EIGHTH: The initial officers of the Corporation, who are to serve until such time as they may resign or until such time as their successors are duly elected and appointed by the Board of Directors at the annual meeting of the Board of Directors, are as follows:

- President.....F. E. Mackle, Jr.
- Vice President.....Neil E. Bahr
- Vice President.....Wm. H. O'Dowd, Jr.
- Vice President.....James E. Vensel
- Secretary.....John Mudd
- Treasurer.....Laurence W. Schoch

NINTH: The Corporation shall be governed by a Board of Directors consisting of a number set by the By-Laws, never less than three (3) persons.

TENTH: The initial By-Laws of the Corporation are those annexed to a certain Declaration of Restrictions made by The Deltona Corporation, a Delaware Corporation, and to be recorded among the Official Records of St. Johns County, Florida, which said Declaration of Restrictions pertains to a portion of St. Augustine Shores Subdivision, Unit 1. Such By-Laws may be altered, amended or added to in the manner provided for therein and herein and in the Restrictions and in conformity with the provisions and requirements of the Florida Statutes.

ELEVENTH: Unless otherwise limited herein or in the Restrictions or the By-Laws, this Certificate of Incorporation may be altered, amended or added to at any duly called meeting of the member or members of this Corporation entitled to vote at said meeting in the manner now or hereafter provided by law.

TWELFTH: This Corporation shall never have or issue shares of stock and no part of the income of the Corporation shall be distributable or distributed to its members, directors or officers, except as provided in Paragraph Thirteen.

THIRTEENTH: In the event of termination of the Corporation pursuant to the aforesaid Restrictions, any assets owned by the Corporation shall be disbursed for the benefit of its Class A members or shall be proportionately and equitably distributed to its Class A members.

FOURTEENTH: The names and addresses of the subscribers hereto are as follows:

- Neil E. Bahr 6200 Riviera Drive
Coral Gables, Florida
- F. E. Mackle, Jr. 1410 West 25th Street
Sunset Island No. 2
Miami Beach, Florida
- John Mudd 1211 Hardee Road
Coral Gables, Florida
- Wm. H. O'Dowd, Jr. 5985 S.W. 114th Terrace
Miami, Florida
- James E. Vensel 8555 S.W. 101st Street
Miami, Florida

FIFTEENTH: In the event of any discrepancy between this Certificate of Incorporation and the Restrictions, then the Restrictions shall prevail.

We, THE UNDERSIGNED, being each of the incorporators hereinabove named for the purpose of forming a corporation not for profit pursuant to Chapter 617, Florida Statutes, supra, do hereby subscribe to this Certificate of Incorporation and have hereunto set our hands and seals this 20th day of December, 1970.

/s/ Neil E. Bahr

/s/ F.E. Mackie, Jr.

/s/ John Mudd

/s/ Wm. H. O'Dowd, Jr.

/s/ James E. Vensel

St. Augustine Shores Service Corporation, Inc.,
a Florida Corporation, Not-For-Profit

By: Raymond Hill
As President - Raymond Hill

By: John W. Holland
As Secretary - John W. Holland
(Affix Corporation Seal)

State of Florida
County of St. Johns

This day before me, the above signed authority qualified to take oaths in the above jurisdiction, personally appeared Raymond J. Hill, the President and John W. Holland the Secretary, respectively of the St. Augustine Shores Service Corporation, Inc., to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free acts and deeds as officers for the uses and purposes therein mentioned, and that the facts recited therein are true and correct and that said instrument is the act and deed of said Corporation.

Witness my hand and official seal in the County and State last aforesaid this 6th day of May, 1993.

Spawny Stone
Notary Public
State of Florida at Large

My commission expires: NOVEMBER 14, 1993



ST. AUGUSTINE SHORES SERVICE CORPORATION, INC.

BY-LAWS

10-Rec-71 + 550
ARTICLE I. GENERAL

Section 1. DELETED

Section 2. Principal Office:

The principal office of the corporation shall be at St. Augustine Shores Service Corporation, Inc. (hereinafter referred to as the "Corporation"), 790 Christina Drive, St. Augustine, Florida, 32086 or at such other place as may be subsequently designated by the Board of Directors of the Corporation.

Section 3. Resident Agent:

For the purpose of service of process the Corporation shall designate a resident agent or agents (whose title shall be General Manager) which designation may be changed from time to time and whose office shall be deemed an office of the Corporation for the purpose of service of process.

Section 4. Definitions:

As used herein references to the lots, tracts, or parcels of land shall mean the same as in the various Declaration of Restrictions affecting property located in St. Augustine Shores Subdivision, St. Johns County, Florida (hereinafter referred to as the "Restrictions"), made by the Deltona Corporation, a Delaware corporation, and recorded or intended to be recorded or recorded in the future in the Official Records of St. Johns County, Florida. The above described properties shall include any condominium units within St. Augustine Shores Subdivision and each shall be referred to hereafter as a Shores property.

ARTICLE II. DIRECTORS

Section 1. Miscellaneous

- A. Number and term: The Corporation shall be governed by a Board of Directors consisting of seven members. At the first annual election of Directors following the passage of this amendment to these By-Laws, two Directors will be elected; one for a term of two years and one for a term of one year. The candidate receiving the most votes shall serve the two year term. Thereafter, Directors will be elected to two year terms, alternating between three or four Directors as their respective terms of office expire.
- B. Qualifications: Directors must be members of the Corporation. Only one person from any one ownership, regardless of the number of properties owned, may serve as Director of the Corporation at any one time. In order to avoid a possible conflict of interest, no Director may be simultaneously a director of the St. Augustine Shores Civic Association or serve on the boards of any of the condominium associations located in St. Augustine Shores.

790 Christina Dr., St. Aug., FL 32086
Corp
St Aug. Shores Svc.
Attn: Bill Harkness

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- C. Compensation: (Old Section 6) Directors and officers shall not receive compensation for their services as such, but may receive reimbursement for personal "out-of-pocket" expenses incurred in the actual performance of their duties.
- D. Search committee: A Director Search Committee shall be appointed at least one hundred twenty days prior to the annual meeting of the Corporation. It shall present the results of its search to the Secretary no later than sixty days prior to the annual meeting.
- E. Election committee: An Election Committee shall be appointed at least sixty days prior to the annual meeting of the Corporation to determine through the Secretary the members eligible to vote at the annual meeting, to oversee the distribution and collection of all proxies and ballots and to establish their validity. The Committee shall also count the ballots and report the results to the Secretary. The number of candidates, equivalent to the number of vacancies which receive the largest pluralities, shall be elected. In the event of a tie for the smallest electing plurality, the chairperson of the election committee shall decide the election by a coin toss. An Election Committee may also be appointed for special meetings as required.
- F. Resignation, vacancy and replacement: (Old Section 2) Directors may resign at any time by submitting a letter of resignation to the Board. Except as otherwise set forth herein and in the Charter, if the office of any director becomes vacant the remaining Directors shall choose a successor for the unexpired term in respect to which such vacancy occurred.
- G. Removal: (Old Section 3) Except as otherwise set forth herein, Directors may be removed by a written petition for recall signed by fifteen percent of the voting membership as of the date of submission of the petition.

Section 2. Powers: (Old Section 4)

The property and business of the Corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation, these By-Laws or the Restrictions. The powers of the Board of Directors shall specifically include, but shall not be limited to, the following:

- A. To establish and collect fees as set forth in the Restrictions and establish the time within which payment of same are due subject to the requirements set forth in the Restrictions;
- B. To use and expend the fees collected for those purposes set forth in the Restrictions;
- C. To purchase the necessary furniture, vehicles, equipment, material and tools necessary or incidental to the business and purposes of the Corporation;
- D. To enter into and upon the lots and building sites when necessary and with as little inconvenience to the owner as

possible in connection with the maintenance of lawns and the enforcement of the Restrictions;

- E. To collect delinquent fees by suit or other legal means;
- F. To employ such personnel as may be necessary or incidental in order to carry out the purposes and functions of the Corporation;
- G. To enter into such contracts, and bind the Corporation thereby as the Board of Directors may deem reasonable in order to carry out the powers, terms and functions of the Board of Directors, including contracts with any of the property owners. Apart from the limitations on expenses described in Article VII, Section 3., any contract or purchase exceeding thirty-three percent of the calendar year income must be authorized by vote of the Shores property owners.

O.R. 990 Pg 1213

Section 3: Meetings: (Old Section 7)

- A. Annual: The first or annual meeting of each newly elected Board shall be held immediately upon adjournment of the meeting at which they were elected or as soon thereafter as a quorum is present.
- B. Regular: Regular meetings for the conduct of Board business shall be scheduled at least once a month. Additional meetings also may be scheduled at such times as the Board may select. All meetings of the Board must be posted at least 48 hours in advance and shall be open to the members of the Corporation.
- C. Quorum: A majority of the Board shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, an official meeting shall not be held.
- D. Order of business: (Old Section 8) The agenda at all meetings of the Board shall ordinarily include the following:
 - (1) Roll call;
 - (2) Communication from members of the Corporation;
 - (3) Reading of Minutes of last meeting;
 - (4) Consideration of communications;
 - (5) Resignations and elections;
 - (6) Reports of officers and employees;
 - (7) Reports of committees;
 - (8) Unfinished business;
 - (9) Original resolutions and new business;

The Board shall account to the members not less than once each year commencing with the year 1972 for the total fees collected from the members and the method of disbursement of said funds.

ARTICLE III. OFFICERS

Section 1. Definition:

All officers must be Directors. The Officers of the Corporation shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors at its annual meeting. Any two of said offices may be united in one person, except that the President shall not also be the Treasurer, an Assistant Treasurer, the Secretary or an Assistant Secretary of the Corporation. If the Board so determines there may be more than one Vice President.

Section 2. Tenure of Officers; Removal:

All officers and agents shall be subject to removal, with or without cause, at any time by a majority vote of the Board of Directors.

Section 3. The President:

- A. The President shall preside at all meetings of the voting membership and of the Directors, have general and active management of the business of the Corporation, see that all orders and resolutions of the Board are carried into effect and execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation. The seal, when affixed, shall be attested by the signature of the Secretary.
- B. He shall have general oversight of all the other officers of the Corporation and shall see to the best of his ability that their duties are performed properly.
- C. He shall submit a report of the operations of the Corporation for the fiscal year to the directors whenever called for by them and from time to time shall report to the Board all matters within his knowledge which the interest of the Corporation may require to be brought to their notice.
- D. He shall be an ex officio member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of the president of a corporation.
- E. The President, after consultation with the Board of Directors, shall appoint the chair of each committee. Each committee shall include a Director.

Section 4. The Vice President:

The Vice President shall be vested with all the powers and be required to perform all the duties of the President in his absence and such other duties as may be prescribed by the President or the Board of Directors.

Section 5. The Secretary:

- A. The Secretary shall keep the minutes of the meetings of the voting membership and of the Board of Directors' meetings in one or more books provided for that purpose.
- B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law.
- C. He shall be custodian of the corporate records and of the seal of the Corporation and shall see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these By-Laws.
- D. He shall keep a register of the post office address of each member.
- E. In general, he shall perform all duties incidental to the office of secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors or as set forth in the Restrictions.

Section 6. The Treasurer:

- A. The Treasurer shall be responsible for and supervise the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Corporation, deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors and maintain an inventory and control of all the Corporation's tools, equipment, vehicles, machinery, furniture, office equipment and other non-consumables.
- B. He shall disburse the funds of the Corporation as ordered by the President or the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Corporation.
- C. He shall be required to give the Corporation a bond in a sum and with one or more sureties satisfactory to the Board for the faithful performance of the duties of his office and the restoration to the Corporation in case of his death, resignation or removal from office of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Corporation. The Corporation shall pay all premiums for issuance of said bond.

Section 7. Vacancies:

If the office of the President, Vice President, Secretary or Treasurer becomes vacant, the Directors, by a majority vote shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 8. Resignations:

Any officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Corporation unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV. MEMBERSHIP

Section 1. Definition:

Each Shores property owner shall be a member of the Corporation and membership in the Corporation shall be limited to Shores property owners. A Shores property owner shall cease to be a member of the Corporation upon the sale, transfer or disposition of the member's Shores property.

Section 2. Voting:

Shores property owners as defined in Article I Section 4, and Article IV, Section 1, will be the only voting members of the Corporation. In the event Shores property is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one vote per each Shores property owned which shall be exercised by the owner or the co-owner designated as the one entitled to cast the vote in the affairs of the Corporation for the membership concerned.

Section 3. Transfer of Membership and Ownership:

Membership in the Corporation may be transferred only as an incident to the transfer of a Shores property, and such transfer shall be subject to the procedures set forth in the Declaration of Restrictions.

ARTICLE V. MEMBERSHIP MEETINGS

Section 1. Place:

All meetings of the voting membership shall be held at the main office of the Corporation in St. Augustine Shores, Florida, or such other place as determined by the Board of Directors and stated in a notice thereof.

Section 2. Annual Meeting:

- A. Regular annual meetings shall be held on the first Friday of May each year.
- B. At the annual meeting, the membership entitled to vote shall elect a Board of Directors as provided for in Article II, Section 1, and transact such other business as may properly come before the meeting.
- C. Notice of the annual meeting, proxies, ballots and other materials necessary for the meeting's business shall be forwarded to the membership not less than thirty days nor more than sixty days before the meeting date.

Section 3. Special Meetings:

O.R. 990 PG 1217

Special meetings of the voting membership for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President, a majority of the Board of Directors or by petition of fifteen percent of the voting membership. Such requests shall state the purpose or purposes of the proposed meeting. The only business to be conducted is the business for which the meeting was called.

Section 4. Quorum:

Fifteen percent of the total voting membership of the Corporation, in person or by proxy, shall be necessary and sufficient at all meetings to constitute a quorum. The act of a majority present, in person or by proxy, at any meeting at which there is a quorum shall be the act of the Corporation.

Section 5. Proxies and Ballots:

- A. Proxies and absentee ballots for meetings of the membership must be received and filed at the principal office of the Corporation no later than 4:00 p.m. on the day prior to the meeting. The Chairman of the Election Committee or his designee shall sign the face of a late filed proxy or absentee ballot in ink, note the date and hour of its receipt, and mark it void. A late filed proxy or absentee ballot is of no force or effect.
- B. Voting for Directors shall be done only by ballot. Any ballot (absent or otherwise) unmarked for any choice of candidate seeking election to the Board shall not be voted for election of Directors. It will be voted in favor of only those candidates marked. If the ballot is marked for more candidates than there are vacancies, it will not be voted.
- C. Proxies will only be voted on the topics for which they were issued and then only as to those topics which are voted on the proxy. Unmarked proxies will only be counted for quorum.

Section 6. Membership Meeting Procedures:

All annual and special membership meetings shall be conducted in accordance with Robert's Rules of Order. The Chairman may appoint a parliamentarian for the meeting who shall serve without compensation unless authorized by the Board of Directors.

ARTICLE VI. NOTICES

Section 1. Definition:

Whenever, under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, notice is required to be given to any director or voting member, it shall not be construed to mean personal notice but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed wrapper, addressed to the address of the person entitled thereto as appears on the books of the Corporation or by causing same to be delivered to the residence of the person entitled thereto.

Section 2. Service of Notice - Waiver:

O.R. 990 PG 1218

Whenever any notice is required to be given under the provisions of the statutes or of the Restrictions or the Certificate of Incorporation or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII. FINANCES

Section 1. Fiscal Year:

The Corporation shall operate upon the calendar year beginning on the 1st day of January and ending on the 31st day of December each year. The Board of Directors is expressly authorized to change from a calendar year basis to that of a fiscal year basis whenever deemed expedient for the best interest of the Corporation.

Section 2. Checks:

All checks or demands for money and notes of the Corporation shall be signed by an Officer of the Corporation and the General Manager. If the General Manager is unable to carry out his check signing responsibility (i.e. on vacation) then checks shall be signed by two of the Officers.

Section 3. Expansion of Services:

Any expansion of service activities by the Corporation valued at above seven and one-half percent of the current fiscal year's approved budget must be approved by the membership. Approval is to be obtained at an annual or special meeting of the membership.

ARTICLE VIII. SEAL

The seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its organization, and the words "Non-Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE IX. NO STOCK

This Corporation shall never have or issue shares of stock and/or certificates of membership.

ARTICLE X. DEFAULT

In the event a Shores property owner does not pay any of the fees required to be paid to the Corporation at the time same may be due, the Corporation, acting on its own behalf or through its Board of Directors or their agents, may enforce its lien for the fees, or take such other action to recover the fees to which it is entitled, in accordance with the Restrictions and any statutes made and provided. If an action of foreclosure is brought against the owner of a Shores property for non-payment of monies due the Corporation and as a result thereof, the interest of the said owner in and to the Shores property is sold, then the owner will thereupon cease to be a member of the Corporation.

If the Corporation becomes the owner of a Shores property by reason of foreclosure, it shall offer said property for sale and at such time as the sale is consummated, it shall deduct from such proceeds all sums of money due it for the fees, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the property, which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the unit in question. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of the Shores property in question.

ARTICLE XI. REMOVAL FOR CAUSE (New Article)

Any corporation member or group of members may file a written complaint with the Board of Directors against any Officer, Director, or the General Manager alleging neglect of duty including, but not limited to, failure to comply with the provisions of the By-Laws. If the Board of Directors, by majority vote, finds the complaint sufficiently substantive, an Inquiry Committee shall be appointed consisting of nine Service Corporation members, one member to be an alieger and one, but not more than one, to be a member of the Board of Directors who is not a subject of the complaint. The Committee shall have thirty days to investigate the complaint and submit a written report with its recommendations to the Board of Directors. If the recommendation is removal, the Board of Directors shall proceed to take such action.

ARTICLE XII. MISCELLANEOUS (Old Article XI)

Section 1. Binding Corporation:

No Shores property owner or member, except as an officer of this Corporation, shall have any authority to act for the Corporation or bind the Corporation.

Section 2. Invalidity:

If any By-Law or part thereof shall be adjudged invalid, the same shall not affect the validity of any other By-Law or part thereof.

Section 3. Divisions:

The Corporation shall employ a manager licensed in the state of Florida as its General Manager to supervise its various divisions.

Section 4. Budget Review:

The Board shall schedule an open meeting each year at least sixty days before the annual membership meeting for the purpose of considering a proposed budget for the next fiscal year. The resulting budget will be mailed to the membership with the proxies and ballots for the annual meeting.

Section 5. Committees:

Only property owners and spouses of property owners can serve on committees. No two members of the same ownership can be on the same committee.

ARTICLE XIII. AMENDMENT (Old Article XII)

Section 1. The Charter and By-Laws may only be altered, amended or added to at the annual meeting of the voting membership.

Section 2. Only Charter or By-Law Amendments set forth in full in the call of the annual membership meeting may be considered at such meeting. A member wishing to propose an amendment to these By-Laws must submit such proposal to the Secretary in writing, signed by the proposer, no later than ninety days prior to the date of the annual meeting of the Corporation. Time must be allowed for legal review and preparation. Floor amendments to properly registered proposed amendments may be considered by the general membership at the meeting provided the floor amendments are relevant and material to the properly registered proposed amendments.

ARTICLE XIV. CONSTRUCTION (Old Article XIII)

Wherever the masculine singular form of pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whatever the context so requires. In the event of any discrepancy between these By-Laws and the Certificate of Incorporation of St. Augustine Shores Service Corporation, Inc., then the Certificate of Incorporation shall prevail.

St. Augustine Shores Service Corporation, Inc.,
a Florida Corporation, Not-For-Profit

By: Raymond J. Hill
As President - Raymond Hill

By: John W. Holland
As Secretary - John W. Holland
(Affix Corporation Seal)

State of Florida
County of St. Johns

This day before me, the above signed authority qualified to take oaths in the above jurisdiction, personally appeared Raymond J. Hill, the President and John W. Holland the Secretary, respectively of the St. Augustine Shores Service Corporation, Inc., to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free acts and deeds as officers for the uses and purposes therein mentioned, and that the facts recited therein are true and correct and that said instrument is the act and deed of said Corporation.

Witness my hand and official seal in the County and State last aforesaid this 06th day of May, 1993.

Tracy E. Stone
Notary Public
State of Florida at Large

My commission expires: November 14, 1993

Recorded in Public Records St. Johns County, FL
Clerk # 92016297 O.R. 943 PG 309 03:56PM 06-03-92
Recording 17.00 Surcharge 2.50

CHARTER OF
ST. AUGUSTINE SHORES SERVICE CORPORATION, INC.
CERTIFICATE OF INCORPORATION

FIRST: The name of the Corporation is: "ST. AUGUSTINE SERVICE CORPORATION, INC." (hereinafter referred to as the "Corporation").

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THIRD: The principal office of the Corporation initially is at St. Augustine Shores Administration Building, St. Johns County, Florida, at 934 Santa Maria Boulevard, St. Augustine Shores Florida. Any Corporate changes in location of the principal office may be designated through the By-Laws from time to time. The names and address of the initial resident agents are: F.E. Mackle, Jr., Neil E. Bahr and John Mudd, 3250 Southwest Third Avenue, Miami, Dade County, Florida, any one of whom is authorized to accept service of process within this State upon the Corporation. Resident agent changes at the discretion of the Corporation may be made as provided in the By-Laws.

FOURTH:

(a) The purposes and objectives and powers for which this Corporation is organized are to promote the health, safety and welfare of its Class A members, being the property owners as further described below and in the By-Laws of that area known and described as St. Augustine Shores Subdivision, St. Johns County, Florida, and more particularly described from time to time in plats of various units of said subdivision, recorded, or intended to be recorded, or recorded in the future by The Deltona Corporation, a Delaware corporation, or its successors or assigns, in the Public Records of St. Johns County, Florida (hereinafter referred to as the "Plats"). Any reference herein to the Deltona Corporation shall be deemed to mean and include The Deltona Corporation, its successors, assigns and any of its wholly-owned or financially controlled subsidiaries.

(b) Said purposes, objects and powers shall include, but shall not be limited to, those functions and activities to be carried out and performed by the Corporation enumerated in the various Declarations of Restrictions (hereinafter referred to as the "Restrictions") made and to be made by The Deltona Corporation, or its successors and assigns, restricting lots, tracts and parcels of land shown on the said Plats of St. Augustine Shores Subdivision, as said Restrictions are recorded or intended to be recorded or recorded in the future in the Official Records of St. Johns County, Florida.

(c) The Corporation shall have all the powers enumerated in Charter 617.021, Florida Statutes, 1969 and as amended, and shall have all the powers of corporations, not for profit, not prohibited by some provision of law.

(d) The Corporation may enter contracts, including contracts with any of its Class A or Class B members. The Corporation may do everything that a natural person could or might do which is necessary or incidental to the conducting and carrying out of all of its various purposes, objects and powers as set forth herein and in the Restrictions.

Handwritten notes on the left margin: "580226", "St. Johns Co. Fla.", "St. Aug. Shores", "Corp.", "1-1702", "2-50".

FIFTH:

(a) Membership in this Corporation shall be divided into Class A membership and Class B membership. The owner of a Shores property, which is a lot, tract or parcel of land shown on a plat of St. Augustine Shores Subdivision or a condominium unit within that Subdivision, shall automatically be and become a Class A Member of this Corporation. Class A Membership in this Corporation shall cease and terminate upon the sale, transfer or disposition of the member's Shores property.

(b) The Deltona Corporation, or its successors and assigns, shall be the only Class B member of this Corporation. The Class B member shall be the only voting member of the Corporation until January 1, 1981, or such prior time as the Class B member shall determine, in its sole judgment, as evidenced by an amendment to the By-Laws of this Corporation at which time the Class A members shall become voting members of the Corporation. The Class A membership shall have or be allowed full voting rights in the Service Corporation upon request in writing from the Federal Housing Administration (FHA) to The Deltona Corporation, which request may be made by FHA to the Subdivider on or after January 1, 1977, so long as any mortgages are then insured by FHA in the St. Augustine Shores Subdivision or so long as a commitment of FHA to The Deltona Corporation to insure mortgages is outstanding.

(c) At such time as the Class A members become voting members of the Corporation, said members shall be entitled to one vote in the affairs of the Corporation for each Shores property owned by said and the Class B membership shall terminate. In the event a Shores property is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned.

(d) Reference herein to the "voting membership" shall mean the membership entitled to vote in the affairs of the Corporation at the time that said vote is to be taken and the Class "A" membership shall not be considered as the voting membership until the conditions of Paragraph Fifth (b) herein have been fulfilled. Effective with the annual meeting held May 2, 1986, Class A members became the "voting membership" and Class B membership terminated.

SIXTH: The term for which the Corporation is to exist is perpetual unless the purposes for which the Corporation is to exist are terminated in accordance with the Restrictions hereinabove referred to.

SEVENTH: The affairs of the Corporation are to be managed by [the following officers elected in accordance with the By-Laws.

- President
- Vice President
- Secretary
- Treasurer

The Corporation may also have additional vice presidents and assistant secretaries and assistant treasurers.

O.R. 943 PG 0311

EIGHTH: The initial officers of the Corporation who are to serve until such time as they may resign or until such time as their successors are duly elected at an annual meeting or by the Board of Directors at the annual meeting of the Board of Directors are as follows:

- President.....F. E. Mackle, Jr.
- Vice President.....Neil E. Bahr
- Vice President.....Wm. H. O'Dowd, Jr.
- Vice President.....James E. Vensel
- Secretary.....John Mudd
- Treasurer.....Laurence W. Schoch

NINTH: The Corporation shall be governed by a Board of Directors consisting of a number set by the By-Laws. never less than three (3) persons.

TENTH: The initial By-Laws of the Corporation are those annexed to a certain Declaration of Restrictions made by The Deltona Corporation, a Delaware Corporation, and to be recorded among the Official Records of St. Johns County, Florida, which said declaration of Restrictions pertains to a portion of St. Augustine Shores Subdivision, Unit 1. Such By-Laws may be altered, amended or added to in the manner provided for therein and herein and in the Restrictions and in conformity with the provisions and requirements of the Florida Statutes.

ELEVENTH: Unless otherwise limited herein or in the Restrictions or the By-Laws, this Certificate of Incorporation may be altered, amended or added to at any duly called meeting of the member or members of this Corporation entitled to vote at said meeting in the manner now or hereafter provided by law.

TWELFTH: This Corporation shall never have or issue shares of stock and no part of the income of the Corporation shall be distributable or distributed to its members, directors or officers, except as provided in Paragraph Thirteen.

THIRTEENTH: In the event of termination of the Corporation pursuant to the aforesaid Restrictions, any assets owned by the Corporation shall be disbursed for the benefit of its Class A members or shall be proportionately and equitably distributed to its Class A members.

FOURTEENTH: The names and addresses of the subscribers hereto are as follows:

- Neil E. Bahr 6200 Riviera Drive
Coral Gables, Florida
- F. E. Mackle, Jr. 1410 West 25th Street
Sunset Island No. 2
Miami Beach, Florida
- John Mudd 1211 Hardee Road
Coral Gables, Florida
- Wm. H. O'Dowd, Jr. 5885 S.W. 114th Terrace
Miami, Florida
- James E. Vensel 5555 S.W. 101st. Street
Miami, Florida

FIFTEENTH: In the event of any discrepancy between this Certificate of Incorporation and the Restrictions, then the Restrictions shall prevail.

We, THE UNDERSIGNED, being each of the incorporators hereinabove named for the purpose of forming a corporation not for profit pursuant to Chapter 617, Florida Statutes, supra, do hereby subscribe to this Certificate of Incorporation and have hereunto set our hands and seals this 20th day of December, 1970.

O.R. 943 Pg 0312

/s/ Neil E. Bahr

/s/ F.E. Mackle, Jr.

/s/ John Mudd

/s/ Wm. H. O'Dowd, Jr.

/s/ James E. Vensel



St. Augustine Shores Service Corporation, Inc.,
a Florida Corporation, Not-For-Profit

By: *Raymond J. Hill*
As President

By: *Audrey C. Schoepke*
As Secretary (Affix Corporation Seal)

State of Florida
County of St. Johns

This day before me, the above signed authority qualified to take oaths in the above jurisdiction, personally appeared Raymond J. Hill, the President and Audrey Schoepke, the Secretary, respectively of the St. Augustine Shores Service Corporation, Inc., to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free acts and deeds as officers for the uses and purposes therein mentioned, and that the facts recited therein are true and correct and that said instrument is the act and deed of said Corporation.

Witness my hand and official seal in the County and State last aforesaid this _____ day of _____, 1992.

Tracy Stone

Notary Public
State of Florida at Large

My commission expires *1/1/83*



ST. AUGUSTINE SHORES CORPORATION
BY-LAWS

Recorded in Public Records St. Johns County, FL.
Clerk # 92016298 O.R. 943 PG 313 03:56PM 06-03-92
Recording 37.00 Surcharge 5.00

ARTICLE I. GENERAL.

Section 1. The Name: The name of the corporation shall be "St. Augustine Shores Service Corporation, Inc." (hereinafter referred to as the "Corporation").

Section 2. Principal Office: The principal office of the corporation shall be at St. Augustine Shores Service Corporation, 790 Christina Drive, St. Augustine, Florida, 32086 or at such other place as may be subsequently designated by the Board of the Corporation.

Section 3. Resident Agent: For the purpose of service of process the Corporation shall designate a resident agent or agents, which designation may be changed from time to time, and his or their office shall be deemed an office of the Corporation for the purpose of service of process.

Section 4. Definitions: As used herein references to the lots, tracts, or parcels of land shall mean the same as in the various Declaration of Restrictions, affecting property located in St. Augustine Shores Subdivision, St. Johns County, Florida (hereinafter referred to as the "Restrictions"), made by the Deltona Corporation, a Delaware corporation, and recorded or intended to be recorded or recorded in the future in the Official Records of St. Johns County, Florida. The above described properties shall include any condominium units within St. Augustine Shores Subdivision and each shall be referred to hereafter as a Shores property.

ARTICLE II. DIRECTORS

Section 1. Number and Term:

A. This corporation shall be governed by a Board of Directors consisting of seven members of the Corporation. Directors will be elected to two year terms, alternating between three or four Directors as their respective terms of office expire. Vacancies shall be filled in accord with the provisions of Article II, Section 2. Each Shores property represented may cast one vote for each vacant directorship. The number of candidates, equivalent to the number of vacancies which receive the largest pluralities, shall be elected. In the event of a tie for the smallest electing plurality, the chairperson of the election committee shall decide the election by a coin toss. A Director may not serve more than two terms without a break in service on the Board for a period of at least one service year. Only one person from any one ownership, regardless of the number of properties owned, may serve as Director of the Corporation at one time. In order to avoid a possible conflict of interest, no Director may be simultaneously a director of the St. Augustine Shores Civic Association, or serve on the boards of any of the condominium associations located in St. Augustine Shores.

B. The President shall appoint a Nominating Committee at least one hundred twenty days prior to the annual meeting of the Corporation. The chairman of the Committee shall be a member of the Board of Directors. The Committee shall report its recommendations to the Secretary no later than sixty days prior to the annual meeting.

Rec 37.00
SUR 5.00
4-let St AUG Shs Serv Corp
790 Christina Dr
St AUG 32086

O.R. 943 PG 0314

C. The President also shall appoint a chairman and members of an Election Committee sixty days prior to the annual meeting of the Corporation to determine through the Secretary the members eligible to vote at the annual meeting, to manage verification of those eligible and their proxies at the time of voting and to see to the distribution and collection of all ballots. The Committee also shall count the ballots with the chairman reporting the results to the Secretary.

Section 2. Vacancy and Replacement: Except as otherwise set forth herein and in the Charter, if the office of any director becomes vacant the remaining Directors shall choose a successor for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal: Directors may be removed by a written petition for recall signed by fifteen percent of the voting membership as of the date of submission of the petition.

Section 4. Powers: The property and business of the Corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation, these By-Laws or the Restrictions. The powers of the Board of Directors shall specifically include, but shall not be limited to the following:

A. To make and collect fees as set forth in the Restrictions, and establish the time within which payment of same are due subject, however, to the requirements set forth in the Restrictions;

B. To use and expend the fees collected for those purposes set forth in the Restrictions;

C. To purchase the necessary furniture, equipment and tools necessary or incidental to the business and purposes of the Corporation;

D. To enter into and upon the lots and building sites when necessary and with as little inconvenience to the owner as possible in connection with the maintenance of lawns and the enforcement of the Restrictions;

E. To collect delinquent fees by suit or otherwise;

F. To employ such personnel as may be necessary or incidental in order to carry out the purposes and functions of the Corporation;

G. To enter into such contracts, and bind the Corporation thereby as the Board of Directors may deem reasonable in order to carry out the powers terms and functions of the Board of Directors, including contracts with any of the property owners. Apart from the limitations on expenses described in Article VII, Section 3., any contract or purchase exceeding thirty-three percent of the calendar year income must be authorized by vote of the Shores property owners;

H. To make reasonable rules and regulations for the collection of fees;

+1 C +1- Directors and officers shall not receive

O.R. 943 PG 0315

Section 7. Meetings:

A. The first or annual meeting of each newly elected Board shall be held immediately upon adjournment of the meeting at which they were elected or as soon thereafter as a quorum is present. Thereafter, meetings for the conduct of Board business shall be scheduled at least once a month. Additional meetings also may be scheduled at such times as the Board may select. All business meetings of the Board shall be open to the members of the Corporation.

B. Special meetings shall be held whenever called for by the President or a majority of the Board.

C. A majority of the Board shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting without notice other than the announcement at the meeting until a quorum shall be present.

D. Executive Sessions:

(1) Upon call of the President, Secretary, or a majority of the Board, the Board of Directors may meet in executive session, attended only by members of the Board and individuals specifically invited by the Board.

(2) Decisions on matters of policy or concerning major non-recurring purchases must be discussed and passed by a majority vote at an open meeting of the Board of Directors.

Section 8. Order of Business: The agenda at all open meetings of the Board shall include the following:

A. Roll call;

B. Communication from members of the Corporation;

C. Reading of Minutes of last meeting;

D. Consideration of communications;

E. Resignations and elections;

F. Reports of officers and employees;

G. Reports of committees;

H. Unfinished business;

I. Original resolutions and new business;

J. Reading of minutes of the executive sessions of the Board during the period since the last open meeting.

ARTICLE III. OFFICERS

Section 1. Officers: All officers must be Directors. The Officers of the Corporation shall be a President, Vice President, Secretary and Treasurer; all of whom shall be elected by the Board of Directors at its annual meeting. Any two of said offices may be united in one person, except that the President shall not also be the Treasurer, an Assistant Treasurer, the Secretary or an Assistant Secretary of the Corporation. If the Board so determines there may be more than one Vice President.

Section 2. Tenure of Officer; Removal: All officers and agents shall be subject to removal, with or without cause, at any time by a majority of the Board of Directors. Review Committee: Failure by a Director, officer or the General Manager to comply with the provisions of the By-Laws of the St. Augustine Shores Service Corporation shall be grounds for immediate dismissal of such Director, officer or General Manager, upon a finding of non-compliance as determined by a Review Committee. Said Committee shall be comprised of owners of property within St. Augustine Shores and a chairman will be appointed by the President with the other Committee members to be selected by the Board. The Committee will review all allegations of non-compliance which are brought to its attention.

Section 3. The President:

A. The President shall preside at all meetings of the voting membership and of the Directors; he shall have general and active management of the business of the Corporation; he shall see that all orders and resolutions of the Board are carried into effect; he shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation; the seal when affixed shall be attested by the signature of the Secretary;

B. He shall have general oversight of all the other officers of the Corporation and shall see to the best of his ability that their duties are performed properly;

C. He shall submit a report of the operations of the Corporation for the fiscal year to the directors whenever called for by them and from time to time shall report to the Board all matters within his knowledge which the interest of the Corporation may require to be brought to their notice;

D. He shall be an ex officio member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of the president of a corporation;

E. In addition to the Nominating and Election Committees, the President shall appoint the chair and members of all committees, each to be chaired by a Director.

Section 4. The Vice President: The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the President or the Board of Directors.

Section 5. The Secretary:

A. The Secretary shall keep the minutes of the meetings of the voting membership and of the Board of Directors' meetings in one or more books provided for that purpose;

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law.

O.R. 943 PG 0316

C. He shall be custodian of the corporate records and of the seal of the Corporation and shall see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these By-Laws;

D. He shall keep a register of the post office address of each member;

E. In general, he shall perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors or as set forth by the Restrictions.

Section 6. The Treasurer:

A. The Treasurer, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors and shall maintain an inventory and control of all the Corporation's tools, equipment, vehicles, machinery, furniture, office equipment and other non-consumables;

B. He shall disburse the funds of the Corporation as ordered by the President or the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Corporation;

C. He shall be required to give the Corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the Corporation in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Corporation. The Corporation shall pay all premiums for issuance of said bond.

Section 7. Vacancies: If the office of the President, Vice President, Secretary or Treasurer becomes vacant, the Directors, by a majority vote shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 8. Resignations: Any director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Corporation unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV. MEMBERSHIP

Section 1. Definition: Each Shores property owner shall be a member of the Corporation and membership in the Corporation shall be limited to Shores property owners. A Shores property owner shall cease to be a member of the Corporation upon the sale, transfer or disposition of the member's Shores property.



Section 2. Voting: Shores property owners as defined in Article I Section 4, and Article IV, Section 1, will be the only voting members of the Corporation. In the event property is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one vote which shall be exercised by the owner or the co-owner certified as the one entitled to cast the vote in the affairs of the Corporation for the member concerned. Members whose monthly maintenance fees are not paid to date as of March 1st will forfeit the right to vote or to be elected to office at the general meeting in May.

Section 3. Transfer of Membership and Ownership: Membership in the Corporation may be transferred only as an incident to the transfer of a Shores property, and such transfer shall be subject to the procedures set forth in the Declaration.

ARTICLE V. MEETINGS

Section 1. Place: All meetings of the voting membership shall be held at the main office of the Corporation in St. Augustine Shores, Florida, or such other place as may be stated in a notice thereof.

Section 2. Annual Meeting:

A. Regular annual meetings shall be held on the first Friday of May each year;

B. At the annual meeting, the membership entitled to vote shall elect a Board of Directors as provided for in Article II, Section 1, and transact such other business as may properly come before the meeting.

C. Notice of the annual meeting, proxy requests and other materials necessary for the meeting's business shall be forwarded to the membership no later than thirty days before nor sooner than sixty days before the meeting date.

Section 3. Special Meetings: Special meetings of the voting membership for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President, a majority of the Board of Directors or by petition of fifteen percent of the voting membership. Such requests shall state the purpose or purposes of the proposed meeting.

Section 4. Quorum: Fifteen percent of the total voting membership of the Corporation, in person or by proxy, shall be necessary and sufficient at all meetings to constitute a quorum, and the act of a majority present, in person or by proxy, at any meeting at which there is a quorum shall be the act of the Corporation.

Section 5. Proxies:

A. Proxies for meetings of the membership must be received and filed at the principal office of the Corporation no later than 4:00 p.m. on the day prior to the meeting. The Chairman of the Election Committee, or his designee, shall note, by indelible mark, upon the face of a late filed proxy the date and hour of receipt, that the proxy is void, and sign the proxy. A late filed proxy is of no force or effect.



O.R. 943 Pg 0319

B. Any proxy unmarked for choice of candidates seeking election to the Board shall not be voted for election of Directors. However, unmarked proxies are to be counted for quorum.

C. Any proxy unmarked for or against any By-Laws amendments shall not be voted for or against those amendments.

Section 6. Membership Meeting Procedures: All annual and special membership meetings shall be conducted in accordance with Robert's Rules of Order. The Chairman of the meeting may appoint a parliamentarian for the meeting who shall be a property owner/member of the Corporation serving without compensation.

ARTICLE VI. NOTICES

Section 1. Definition: Whenever under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, notice is required to be given to any director or voting member, it shall not be construed to mean personal notice; but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed wrapper, addressed to the address of the person entitled thereto as appears on the books of the Corporation or by causing same to be delivered to the residence of the person entitled thereto.

Section 2. Service of Notice - Waiver: Whenever any notice is required to be given under the provisions of the statutes or of the Restrictions or the Certificate of Incorporation or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII. FINANCES

Section 1. Fiscal Year: The Corporation shall operate upon the calendar year beginning on the 1st day of January and ending on the 31st day of December each year. The Board of Directors is expressly authorized to change from a calendar year basis to that of a fiscal year basis whenever deemed expedient for the best interest of the Corporation.

Section 2. Checks: All checks or demands for money and notes of the Corporation shall be signed by an officer of the Corporation and the principal staff officer.

Section 3. Expansion of Services: Any expansion of service activities by the Corporation valued at above seven and one-half percent of the current fiscal year's approved budget must be approved by the membership. Approval is to be obtained at an annual or special meeting of the membership. Approval is to be obtained at an annual or special meeting of the membership.

ARTICLE VIII. SEAL

The seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its organization, and the words "Non-Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.



O.R. 943 PG 0320

ARTICLE IX. NO STOCK

This Corporation shall never have or issue shares of stock and/or certificates of membership.

ARTICLE X. DEFAULT

In the event a Shores property owner does not pay any of the fees required to be paid to the Corporation at the time same may be due, the Corporation, acting on its own behalf or through its Board of Directors or their agents, may enforce its lien for the fees, or take such other action to recover the fees to which it is entitled, in accordance with the Restrictions and any statutes made and provided. If an action of foreclosure is brought against the owner of a lot or parcel for non-payment of monies due the Corporation and as a result thereof, the interest of the said owner in and to the Shores property is sold, then the owner will thereupon cease to be a member of the Corporation.

If the Corporation becomes the owner of a Shores property by reason of foreclosure, it shall offer said property for sale and at such time as the sale is consummated, it shall deduct from such proceeds all sums of money due it for the fees, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the property, which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the unit in question. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of the Shores property in question.

ARTICLE XI. MISCELLANEOUS

Section 1. Binding Corporation: No Shores property owner or member, except as an officer of this Corporation, shall have any authority to act for the Corporation or bind the Corporation.

Section 2. Invalidity: If any By-Law or part thereof shall be adjudged invalid, the same shall not affect the validity of any other By-Law or part thereof.

Section 3. Divisions: The Corporation shall employ a manager licensed in the state of Florida as its principal staff officer to supervise its various divisions.

Section 4. Budget Review: The Board shall schedule an open meeting each year sixty days before the annual membership meeting for the purpose of considering a proposed budget for the next fiscal year. The resulting modified budget will be mailed to the membership with the proxies for the annual meeting.

Section 5. Committees: Only property owners and spouses of property owners can serve on committees.

ARTICLE XII. AMENDMENT

Section 1. These By-Laws may only be altered, amended or added to at any duly called meeting of the voting membership or as otherwise provided by law, or in the Certificate of Incorporation or the Restrictions.



Section 2. Only By-Laws Amendments set forth in full in the call of a regular or special membership meeting may be considered at such meeting. The proposing member must submit such Proposed By-Law amendment to the Secretary in writing, signed by the proposer, and signed by another voting member of the Corporation as a second no later than ninety days prior to the date of the general membership meeting of the Corporation. Time must be allowed for legal review and preparation.

J.R. 943 Pg 0321

ARTICLE XIII. CONSTRUCTION

Wherever the masculine singular form of pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whatever the context so requires. In the event of any discrepancy between these By-Laws and the Certificate of Incorporation of St. Augustine Shores Service Corporation, Inc., then the Certificate of Incorporation shall prevail.

St. Augustine Shores Service Corporation, Inc.,
a Florida Corporation, Not-For-Profit

By: Raymond J. Hill
As President

By: Audrey C. Schoepke
As Secretary

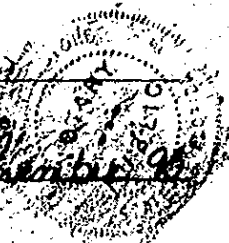
(Affix Corporation Seal)

State of Florida
County of St. Johns

This day before me, the above signed authority qualified to take oaths in the above jurisdiction, personally appeared Raymond J. Hill, the President and Audrey Schoepke, the Secretary, respectively of the St. Augustine Shores Service Corporation, Inc., to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free acts and deeds as officers for the uses and purposes therein mentioned, and that the facts recited therein are true and correct and that said instrument is the act and deed of said Corporation.

Witness my hand and official seal in the County and State last aforesaid this _____ day of _____, 1992.

Tracy Stone
Notary Public
State of Florida at Large
My commission expires: December 1992



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CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
THE FAIRVIEW APARTMENTS OF ST. AUGUSTINE SHORES

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of THE FAIRVIEW APARTMENTS OF ST. AUGUSTINE SHORES, as described in Book _____ at Page _____ of the Official Records of St. Johns County, Florida were duly adopted in the manner provided in the Declaration and By-Laws, that is by affirmative vote of sixty-six and two-thirds percent (66 2/3%) of the unit owners present in person or by proxy at a duly called meeting of unit owners as allowed by Article VIII of the Declaration and Section 718.112 (2)(d)(3) Florida Statutes.

IN WITNESS WHEREOF, we have affixed our hands this 7th day of April, 1995, at St. Johns County, Florida.

THE FAIRVIEW APARTMENTS
OF ST. AUGUSTINE SHORES, INC.

Witnesses:

[Signature]
[Signature]

By: [Signature]
President
Attest: [Signature]
Secretary

STATE OF FLORIDA)
COUNTY OF ST. JOHNS) SS

On this 7th day of April, 1995, personally appeared [Signature], President, and [Signature], Secretary, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose there in expressed.

WITNESSETH my hand and seal this day and year last above written.

[Signature]
Notary Public State of Florida
at Large
My commission expires: _____

tmp\certamnd.tmp

ROBIN H. CONNER
Notary Public State of Florida
My Comm. Expires: 07/01/1999
No. CC 367820
Bundled Into Official Notary Signature

FAIRVIEW APARTMENTS OF ST. AUGUSTINE SHORES, INC.

ADOPTED AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OF THE FAIRVIEW
APARTMENTS OF ST. AUGUSTINE SHORES, A CONDOMINIUM

Additions indicated by underlining
Deletions indicated by ~~striking-through~~

1.

DECLARATION OF CONDOMINIUM

OF

THE FAIRVIEW CONDOMINIUM APARTMENTS OF ST. AUGUSTINE SHORES

A-Condominium

SUBMISSION STATEMENT

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall run perpetually unless terminated as provided herein and shall be binding upon all Unit Owners as defined in the Condominium Act, and in consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, and by the Articles of Incorporation and By-Laws of THE FAIRVIEW APARTMENTS CONDOMINIUM OF ST. AUGUSTINE SHORES, INC., a non-profit Florida corporation, hereinafter referred to as the "Association", which will be the entity responsible for the operation of the condominium.

III

CONDOMINIUM PROPERTY, SURVEY, NAME, ETC.,

(c) The name by which the condominium is identified is THE FAIRVIEW APARTMENTS CONDOMINIUM OF ST. AUGUSTINE SHORES located at 455 Domenico Circle, St. Augustine Shores, Florida.

V

OWNERSHIP OF COMMON ELEMENTS

Each of the eighty-four owners of the condominium (THE FAIRVIEW APARTMENTS CONDOMINIUM OF ST. AUGUSTINE SHORES) shall

own an equal undivided one eighty-fourth (1/84) interest in and to the Common Elements. The fee title to each Condominium Parcel shall include both the Unit and the equal undivided interest in the Common Elements and shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Unit. Any attempt to separate the fee title to a Unit from the undivided interest in the Common Elements appurtenant to such Unit shall be null and void.

JX

BY-LAWS

The operation of the condominium property shall be governed by the By-Laws of THE FAIRVIEW APARTMENTS CONDOMINIUM OF ST. AUGUSTINE SHORES, a copy of which is attached to this Declaration and made a part hereof as Exhibit "B". No modification or amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded amendment to this Declaration in accordance with the formalities set forth herein. The By-laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any Condominium Parcel or Parcels.

X

THE OPERATING ENTITY

As has been hereinabove set forth, the Association responsible for the operation of the condominium is THE FAIRVIEW APARTMENTS CONDOMINIUM OF ST. AUGUSTINE SHORES, INC., a non-profit Florida corporation, organized and existing pursuant to the Condominium Act. Said Association shall have all the powers and duties as granted to or imposed upon it by this Declaration, the By-laws of said Association, and its Articles of Incorporation. Every owner of a Condominium Parcel, whether he has acquired the ownership by purchase, gift, conveyance, or transfer by operation of law, or otherwise, shall be bound by the By-Laws of the said Association, as they may exist from time to time, the Articles of Incorporation of the Association, as they may exist from time to time, and the provisions of this Declaration.

tmp\fairview.amd

**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND
RESTRICTIONS FOR
THE FAIRVIEW CONDOMINIUM OF
ST. AUGUSTINE SHORES**

Prepared by
and return to:
DHN Attorneys, PA
801 N. Magnolia Ave
Suite 216
Orlando, Florida 32803

**AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR
THE FAIRVIEW CONDOMINIUM OF ST. AUGUSTINE SHORES, INC.**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE FAIRVIEW CONDOMINIUM OF ST. AUGUSTINE SHORES, INC. ("Restated Declaration") is made and entered into this 12th day of March, 2015, pursuant to § 718.104, Fla. Stat., by The Fairview Condominium of St. Augustine Shores, Inc., a Florida non-profit corporation, having its principal offices at 600 Domenico Circle, St. Augustine, Florida, 32086-78825 in St. Johns County, Florida.

WITNESSETH

WHEREAS, The Fairview Condominium of St. Augustine Shores, Inc., is a Florida Not For Profit Corporation ("Association");

WHEREAS, the Declaration of Restrictions was recorded on July 11, 1974, in Official Records Book 257 Pages 61, et. seq., Public Records of St. Johns County, Florida ("Declaration of Restrictions");

WHEREAS, the Declaration of Condominium of The Fairview Apartments of St. Augustine Shores was recorded on July 11, 1974, in Official Records Book 257 Pages 76, et. seq., Public Records of St. Johns County, Florida ("Declaration of Condominium");

WHEREAS, the Declaration of Restrictions and the Declaration of Condominium control the Association; and

WHEREAS, least Seventy-Five Percent (75%) of the votes of the Unit Owners present in person or by proxy and casting votes at a regular or special meeting by Unit Owners, called and convened in accordance with the By-Laws of the Association, favor amending and restating the Declaration of Restrictions and Declaration of Condominium in accordance with the terms and conditions stated herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Recitals.** The above-mentioned Recitals are hereby incorporated and made a part of this Amendment as if more fully set forth herein.
2. **Applicability.** The terms, covenants, conditions and requirements of this Restated Declaration shall be retroactively applied from the date of recording the Declaration to all Owners within the Association.
3. **Amendment.** A majority of the existing Board of Directors for the Association and at least Fifty-One Percent (51%) of the votes of the Members at the time of execution of this

Restated Declaration, do hereby declare that, pursuant to a special meeting duly noticed and called to order for the purpose of amending and restating the Declaration in accordance with the modifications as reflected herein, the Declaration be furthered amended and restated as follows:

*Substantial rewording of declaration.
See Declaration of Restrictions and Declaration of Condominium for present text*

ARTICLE I – DEFINITIONS

The terms used in this Declaration shall generally be given their natural, commonly accepted definitions, except as otherwise specified, and shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and the Property, and the preservation of the value of the Units. Capitalized terms shall be defined as set forth below.

Section 1. Articles of Incorporation. That which incorporated The Fairview Condominium of St. Augustine Shores, Inc., (the “Association”) under the law of the State of Florida, as records on July 26, 1973, document record number 727044, with the Department of State of the State of Florida.

Section 2. Association. The Fairview Condominium of St. Augustine Shores, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 3. Attached. A connection to roof or wall, or the sharing of a common slab or footing of a dwelling unit. For the purposes of this definition, the perimeters of a dwelling unit will be considered at ground level.

Section 4. Board shall mean the Board of Directors of the Association.

Section 5. Bylaws means the Bylaws of the Association, which have been or shall be adopted and amended from time to time.

Section 6. Common Elements. Common Elements as legally described in the records of St. Johns County, as amended, shall mean real property within the condominium property, other than Dwelling Units, which are owned or leased by the Association or dedicated for use or maintenance by the Association, or its Members, and which shall include, but not limited to fences, walls, landscapes, roads, roadways, parking areas and storm water management areas which are not dedicated to the public.

Section 7. Common Expenses. The expenses incurred or anticipated to be incurred by the Association for the general benefit of all Units, including any reasonable reserve, as the Board may find necessary and appropriate in performing its duties and in exercising its prerogatives, including without limitation costs incurred for operation, maintenance, insurance and improvement of the Common Area, pursuant to this Restated Declaration, the By-Laws and the Articles of Incorporation.

Section 8. Condominium Act. Chapter 718, Fla. Stat., as may be amended from time to time.

Section 9. Department. The Department of Business and Professional Regulation.

Section 10. Design Guidelines. The architectural guidelines and procedures, if any, adopted pursuant to Article XV, Section 9.

Section 11. Division. The Division of Florida Land Sales, Condominiums, and Mobile Homes in the Department of Business and Professional Regulation.

Section 12. Dwelling Unit or Unit. Refers to any building or portion of a building on condominium property intended for use and occupancy as a single family residence susceptible to ownership for which a certificate of occupancy has been issued by the applicable governmental authorities.

Section 13. Governing documents of the Association are:

- (A) this Restated Declaration and all duly adopted amendments and supplements;
- (B) the Articles of Incorporation and Bylaws of the Association, and any duly adopted amendments thereto;
- (C) any duly adopted written rules and regulations of the Association. These documents pertain to and are subordinate to the applicable Federal regulations, the State of Florida Statutes and Administrative Codes, and to the municipal codes of St. Johns County and the City of St. Augustine Shores.

Section 14. Limited Common Elements. Limited Common Elements means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units. Pipes or sections of piping servicing only one particular Unit will be considered a Limited Common Element of such Unit. Maintenance of Limited Common Elements of a Unit is the responsibility of the Owner of such Unit.

Section 15. Member. A person entitled to membership in the Association.

Section 16. Mortgagee shall mean and refer to an institutional holder of a first mortgage encumbering a portion of property as security for the performance of an obligation. Also an insurer or guarantor of such mortgage if it is holding a first mortgage on any portion of the property.

Section 17. Unit Owner or Owner. One or more persons or entities that hold the record title to any Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. All Owners of a single Unit shall be treated for all purposes as a single Member, irrespective of whether such ownership is joint, in common, or tenancy by the

entirety. If a Unit is sold under a recorded contract of sale, then upon recording of such contract, the purchaser (rather than the fee owner) will be considered the Owner, if the contract specifically so provides.

Section 18. Person. A natural person, a corporation, a partnership, a trustee or any other legal entity.

Section 19. Property is that certain real property described in the records of St. Johns County together with improvements and such additions to the property and may be brought within the jurisdiction of the Association by annexation.

Section 20. Use Restrictions and Rules. The use restrictions and rules of the Association set forth in Article IV, as they may be supplemented, modified and repealed pursuant thereto.

Section 21. Successors and Assigns. As used in these restrictions, the words "successors and assigns" shall not be deemed to refer to an individual purchaser of a living unit in said tract from the Subdivider, but shall be deemed to refer to the successors or assigns of legal or equitable interests of the Subdivider, who are designated as such by an instrument in writing signed by the Subdivider and recorded among the Public Records of St. Johns County, Florida, specifically referring to this provision of these restrictions.

Section 22. Surplus. The excess of all receipts over all disbursements of the Association.

ARTICLE II: THE ASSOCIATION

Section 1. Title. This condominium is designated THE FAIRVIEW CONDOMINIUM OF ST. AUGUSTINE SHORES.

Section 2. Description of land. The real property which is subject to this Declaration is described as follows:

That certain parcel of land lying in and being all of Tract "K" of St. Augustine Shores Unit Two, according to the map or plat thereof as recorded in Plat Book 11, Pages 95 through 103 inclusive, of the Public Records of St. Johns County, Florida.

Containing 4.23 acres more or less.

Section 3. Survey. Attached hereto and made a part hereof is a survey of said land, prepared and certified to by a registered Florida architect together with a graphic description of the improvements in which the Units are located and plot plan thereof. The identification, locations, dimensions and size of each Unit and the Common Elements appear thereon. Together with this Declaration they are in sufficient detail to identify the Common Elements in each Unit, their relative locations and approximate dimensions. The attached exhibits, herein referred to, contain

8 sheets and are identified as Exhibit "A." Common Elements and Limited Common Elements, as defined in Article I, shall include and be synonymous with Tract "A". Unit G-1 and its proportionate appurtenant interest in the Common Elements, as hereinafter described, shall be owned by the Association and shall be deemed part of the Common Elements while so owned.

ARTICLE III: COVENANTS AND AGREEMENTS

All Unit Owners, by acceptance of their respective deeds, covenant and agree as follows:

Section 1. The common elements will remain undivided, and no right will exist to partition or divide any of them, except when termination of the condominium and its removal from the provisions of Chapter 718 of the Florida Statutes is authorized by unanimous agreement of all of the owners of the condominium and all creditors in whose behalf the encumbrances are recorded against the condominium. On such authorization, all unit owners, mortgagees, and lienors shall execute and file for record in the office where this declaration is filed, an instrument of revocation of this declaration. On the filing of such instrument of revocation, the owners shall become tenants in common of the property, and each shall own an undivided interest therein equal to the percentage of his or her undivided interest in the common elements before the filing of such instrument. On the filing of such instrument of revocation, all liens shall be transferred to the undivided share in the condominium property attributable to the unit originally encumbered by the lien in its same priority. Termination of the condominium shall not bar subsequent resubmission to the provisions of such Act in accordance with the terms thereof.

Section 2. Each unit owner will have an easement in common with all other unit owners for the use and maintenance of all pipes, wires, ducts, cables, conduits, public utility lines, and other common elements located in any of the other units and serving his or her unit, and each unit will be subject to such easement in favor of owners of all other units. Subject to reasonable regulation as may be provided in the bylaws, the board of administration will have a right of access to each unit to inspect it, and to maintain, repair, or replace all common elements located within it.

Section 3. Units will be occupied and used by the respective owners only as private dwellings for the owner, the owner's family, tenants, and social guests, and for no other purpose.

Section 4. Each owner of a unit or units will, automatically on becoming owner of the unit or units, become a member of The Association, referred to here as the association, and will remain a member until his or her ownership ceases, at which time membership in the association will also cease.

Section 5. Each unit owner will, immediately on becoming an owner, grant to the board of administration on behalf of all unit owners, an irrevocable power of attorney coupled with an interest, to acquire title to or lease any unit whose owner

desires to surrender, sell, or lease it, or that may be the subject of a foreclosure or other judicial sale, and to convey, sell, lease, sublease, mortgage, deed in trust, or otherwise deal with any unit so acquired.

Section 6. Any unit leased or acquired by the board of administration in any manner will be held by the board on behalf of all unit owners, in proportion to the respective common interests of the owners as set forth above.

Section 7. Administration of the condominium will be in accordance with the provisions of this declaration and the bylaws of the association, attached as Exhibit _____, as those documents may be amended from time to time.

Section 8. Each unit owner and all tenants who are occupants of units will comply with the provisions of this declaration, and the bylaws, decisions, and resolutions of the association, as lawfully amended from time to time. Failure to comply with these provisions, decisions, or resolutions will be grounds for an action to recover sum due for damages or injunctive relief, or both, maintainable by the association or by any unit owner or by a person who holds a blanket mortgage or unit mortgage and is aggrieved by any such noncompliance.

Section 9. No unit owner may exempt himself or herself from liability for his or her proportionate share of the common expenses by waiver of the use or enjoyment of any of the common elements, or by abandonment of his or her unit.

ARTICLE IV: IDENTIFICATION OF BUILDINGS AND UNITS

Section 1. Buildings. The condominium property consists of the land and 7 buildings (“Condominium Buildings”) containing 84 Units, Common Elements on each floors of said Condominium Buildings, together with other improvements as indicated upon the exhibits hereto attached, and all, if any, easements and rights appurtenant thereto intended for use in connection with the condominium.

Section 2. Units. The Condominium Buildings contain two stories. For purposes of identification, each Unit has been numbered and has been assigned a Condominium Parcel number identical to the identification number shown on the graphic description of the improvements attached hereto and made a part hereof and said numbers are distributed among the various stories as follows:

- Building A:** A1 through A6 - First Floor
A7 through A12 - Second Floor
- Building B:** B1 through B6 - First Floor
B7 through B12 - Second Floor
- Building C:** C1 through C8 - First Floor
C9 through C16 - Second Floor

Building D:	D1 through D4	-	First Floor
	D5 through D8	-	Second Floor
Building E:	E1 through E4	-	First Floor
	E5 through E8	-	Second Floor
Building F:	F1 through F6	-	First Floor
	F7 through F12	-	Second Floor
Building G:	G1 through G8	-	First Floor
	G9 through G16	-	Second Floor

Section 3. Reserved Unit. Unit G-1 is owned by the Association. The Association reserves the right to rent the Unit to a tenant of its choice or to reserve and set aside the unit to be used as a residence for a Resident Manager. As long as same is owned by the Association, Unit G-1 shall be part of the Common Elements.

ARTICLE V: OWNERSHIP OF COMMON ELEMENTS

Each of the 84 owners of the Condominium shall own an equal undivided $\frac{1}{84}$ th interest in and to the Common Elements. The fee title of each Condominium Parcel shall include both the Unit and the equal undivided interest in the Common Elements and shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Unit. Any attempt to separate the fee title to a Unit from the undivided interests in the Common Elements appurtenant to such Unit shall be null and void.

ARTICLE VI: COMMON ELEMENTS: PROPERTY EXCLUDED FROM THE UNIT

As shown on the floor plans of the building referred to previously in this section, each unit will consist of the area enclosed by the interior surfaces of its perimeter walls, floors, and ceilings, and the exterior surfaces of its balconies and terraces, including the portions of the building so described and the airspace so enclosed, but not including any common elements located therein. When interpreting deeds, mortgages, deeds of trust, and other instruments of any representation of any unit contained in the plats referred to above, the existing physical boundaries of such unit or any unit reconstructed in substantial accordance with the original plans of such unit shall be conclusively presumed to be the boundaries regardless of any settling, rising, or lateral shifting of the building. The owner of a Unit shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his Unit, supporting columns, pipes, wires, conduits or other public utility lines running through said Unit which are utilized for or serve more than his 1 Unit, which items are by this Declaration hereby made a part of the Common Elements.

ARTICLE VII: COMMON EXPENSES AND SURPLUS

Each unit owner will share in (i) the Common Expenses and Surplus; and (ii) the total voting power of the Association of owners, in accordance with such unit owner’s interest in the Common Elements as set forth below:

Percentage	Units
1.231%	A1-A6, B1-B6, D1-D4, E1-E4, F1-F6, G1-G8
1.267%	A7-A12, B7-B12, D5-D8, E5-E8, F7-F12, G9-G16
.9364%	C1-C8
.9469%	C9-C16

ARTICLE VIII: MAINTENANCE OF COMMON ELEMENTS

Section 1. Responsibility of the Association. The maintenance of Common Elements shall be the responsibility of the Association. There shall be no material alteration or substantial additions to the Common Elements except in the manner provided for in this Declaration or in the Bylaws.

Section 2. Unit Owners Prohibited. No Unit Owner shall make any alterations in the portions of the condominium which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the Condominium Buildings containing his Unit, or impair any easements.

ARTICLE IX: LIMITED COMMON ELEMENTS

Section 1. Certain Common Elements have been reserved for the use of a particular Unit or Units to the exclusion of other units. These Limited Common Elements and the Units to which their exclusive use is appurtenant are as described in this Restated Declaration and its recorded exhibits.

Section 2. Any part of the Common Elements that is connected to or exclusively serves a single Unit, and is specifically required to be maintained, repaired or replaced by or at the expense of the Unit owner, shall be deemed a Limited Common Element appurtenant to the Unit, whether specifically described below or not.

Section 3. This provision includes but is not limited to assigned parking facilities, windows, screens and doors, all hardware and framing therefor, Air Conditioning and Heating Equipment, all electrical service and plumbing components, such as pipes, located outside of a Unit and serving that Unit exclusively.

Section 4. Parking Spaces. Parking Space in the parking area located on the Condominium

Property shall be assigned by the Developer and/or the Board of Directors of the Association to each Unit; and, a parking space once assigned to said Unit shall thereafter be deemed a Limited Common Element reserved for the use of the Unit to which it was originally assigned. Notwithstanding paragraph (A), expenses of maintenance and repair of the parking area shall be provided for as defined in Maintenance of Common Elements.

Section 5. Storage Space. Storage space located in the first floor of each Condominium Building shall be assigned by the Developer and/or the Board of Directors to Units on the second floor of the Condominium Buildings; and such storage space once assigned to said Unit shall thereafter be deemed a Limited Common Element reserved for the use of the Unit to which it was originally assigned.

ARTICLE X: ASSESSMENTS

Section 1. Assessments. The Association shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the Common Expenses, and, if possible, the amount of said Common Expenses will be fixed and determined in advance of each fiscal year. Such sums are hereinafter referred to as "Assessments." Assessments are due on the 1st of each month. Assessments paid on or after the 15th will be considered late and shall accrue a \$25 late fee.

Section 2. Delinquent Assessments. Assessments that are unpaid for over 30 days after due date shall bear interest at the rate of 18% per annum from due date until paid.

Section 3. Assessment Lien. The Association shall have a lien on each Unit for any unpaid assessments together with late fees, and interest thereon, against the Unit owner.

Section 4. Priority of Lien. The Association's lien for unpaid assessments shall be subordinate and inferior to the lien of a recorded first mortgage, but only to the extent required by the Condominium Act, as amended from time to time. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise expressly provided by the Condominium Act, as amended from time to time. Any lease of a unit shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed. In the event a first mortgagee, or its successor or assignees, acquires title to a unit by foreclosure (and the first mortgagee joined the association as a defendant in the foreclosure action) or deed in lieu of foreclosure, said first mortgagee is liable for the lesser of 1% of the original mortgage debt or the units unpaid assessments which accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not yet been received.

Section 5. Foreclosure. The Board of Directors of the Association may take such action as they deem necessary to collect assessments by personal action or by enforcing and foreclosing said lien and may settle and compromise the same if it is in the best interest of the Association. Said lien shall be effective as and in the manner provided for by the Condominium Act and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply as a cash credit against its bid all

sums due to the Association covered by the lien enforced.

Section 6. Attorney's Fees. Reasonable attorney's fees incurred by the Association incident to the collection of such assessment or the enforcement of such lien shall be payable by the Unit Owner and secured by such lien.

Section 7. Conveyance of units; unpaid assessments. A unit owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he or she is the unit owner. Additionally, a unit owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner. For the purposes of this paragraph, the term "previous owner" does not include an association that acquires title to a delinquent property through foreclosure or by deed in lieu of foreclosure. A present unit owner's liability for unpaid assessments is limited to any unpaid assessments that accrued before the association acquired title to the delinquent property through foreclosure or by deed in lieu of foreclosure.

Section 8. Assignment of Lien. The Association shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to any Unit Owner, group of Unit Owners, or to any third party.

ARTICLE XI: MAINTENANCE AND ALTERATIONS

Section 1. The Board of Directors of the Association may enter into a contract with any firm, person, or corporation for the maintenance and repair of the condominium property and may join with other condominium associations in contracting with the same firm, person, or corporation for maintenance and repair.

Section 2. There shall be no material alterations, exterior door or color changes, or substantial additions to the Common Elements, or Limited Common Elements except as the same are authorized by the Board of Directors and ratified by the affirmative vote of seventy-five percent (75%) of the Unit Owners present at any regular or special meeting of the Unit Owners.

Section 3. Each Unit Owner agrees:

- a. To maintain in good condition and repair his Unit and all interior surfaces within or surrounding his Unit (such as the surfaces of the walls, ceilings, floors), whether or not part of the apartment or Common Elements, and to maintain and repair the fixture therein and pay for such utilities as are separately metered to his Unit.
- b. Not to make or cause to be made any structural addition or alteration to his Unit, or to the Common Elements, without prior consent of the Board and all mortgagees holding a mortgage on his Condominium Parcel.
- c. To make no alteration, decoration, repair, replacement, or change to the Common Elements or to any outside or exterior portion of the building, whether within a Unit or part of the Common Elements.

- d. To allow the Board of Directors or the agents or employees of the Association to enter into any Unit for the purpose of maintenance, inspection (inspection shall be at reasonable times), repair, replacement of the improvements within Units or Common Elements, or to determine in case of emergency circumstances threatening Units or the Common Elements, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.

Section 4. In the event the Unit Owner fails to maintain it as required herein, or makes any structural addition or alteration without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in a court of competent jurisdiction for an injunction to seek compliance with the provisions hereof. In lieu thereof, and in addition thereto, the Board shall have the right to levy an assessment against the Unit Owner and the Unit for such necessary sums to remove any unauthorized structural addition or alteration and to restore the property to good condition and repair.

Section 5. The Association shall determine the exterior color scheme of all buildings and all exteriors and shall be responsible for the maintenance thereof, and no Unit Owner shall paint an exterior wall, door, window, patio or any exterior surface without the written consent of the Board.

ARTICLE XII: VOTING RIGHTS

Subject to provisions and restrictions set forth in the Articles of Incorporation and Bylaws of the Association, each Unit Owner is entitled to one vote for each Unit owned by him.

ARTICLE XIII: PROVISIONS RELATING TO SALE OR LEASING AND ASSOCIATION'S FIRST RIGHT OF REFUSAL

Section 1. No Unit Owner may effectively dispose of a Unit by sale, lease, sublease or assignment except to another Unit Owner, without approval of the Board of Directors.

Section 2. A Unit Owner intending to make a bona fide sale or lease or give his consent to sublease or assignment of his Condominium Parcel shall give to the Board of Directors of the Association notice of such intention, together with the name and address of the intended purchaser, lessee, sublessee, or assignee, or such other information (to be requested within 5 days from receipt of such notice) as may be required by the Board of Directors. The Board of Directors may adopt reasonable rules and regulations to govern the approval process for sales, leases, subleases, or assignments.

Section 3. Within 10 days after receipt of the notice, described in paragraph (B) of this article, the Board of Directors must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary in the recordable form, and shall be delivered to the purchaser.

Section 4. If the Board of Directors disapprove of a proposed sale, lease, assignment of lease, or sublease, they shall deliver a written notice to the Unit Owner's unit (or mail to the place designation by the Unit Owner in his notice) designating the Association, one or more persons

who are then Unit Owners, or any person or persons satisfactory to the Board of Directors who is willing to purchase, lease, sublease or take a lease by assignment upon the same terms as those specified in the Unit Owner's notice. The state designee of the Board of Directors shall have 14 days from the notice sent by the Board of Directors to make a binding offer to buy, lease, sublease or take assignment upon the same terms specified in the Unit Owner's notice. Thereupon, the Unit Owner shall accept such offer. Failure of the Board of Directors to designate such person or persons within said 10 day period, or failure of such person or persons to make such an offer within the said 14 day period, shall be deemed as a consent by the Board of Directors to the transaction specified in the Unit Owner's notice, and the Unit Owner shall be free to make or accept the offer specified in his notice, and sell, lease, sublease or assign by lease said interest pursuant thereto to the prospective purchaser, lessee, sublessee, or assignee named therein within ninety days after his notice was given.

Section 5. If the Board of Directors shall fail to provide a purchaser or such purchaser shall fail to make an offer, as stated in Section 4 above, then notwithstanding the disapproval, the sale shall be deemed to have been approved and the Board of Directors shall furnish a certificate of approval as provided in Section 3 above. Further, in the event a purchaser designated by the Board of Directors takes title to the Condominium Parcel, he too shall be given such a certificate.

Section 6. No lessee shall be permitted to sublease or assign his lease without the consent of the Unit Owner. Any such attempt by a lessee to sublease or assign his lease without the consent of the Unit Owner shall be wholly null and void.

Section 7. The consent by the Board of Directors to a sale, lease, sublease or assignment of a Condominium Parcel by a Unit Owner shall not constitute a waiver of the Board's rights provided for in this article. Nor shall the consent of the Board of Directors to an individual Unit Owner in one transaction covered in this article constitute a waiver of the Board's rights in any other transaction by that individual Unit Owner. The liability of the Unit Owner under these covenants shall continue notwithstanding the fact he may have leased or consented to an assignment or sublease as provided herein. Every purchaser, lessee, assignee, or sublessee shall take subject to this Declaration and the By-Laws of the Association, as well as the provisions of the Condominium Act.

Section 8. The provisions of this Article shall in no way be construed as affecting the rights of a prior institutional first mortgagee with a recorded institutional first mortgage on any Condominium Parcel and interest in Tract "A" and the redemption rights hereinabove set forth shall remain subordinate to any such prior institutional first mortgage. Further, the provisions of this article shall not be applicable to purchasers at foreclosure or other judicial sales, to transfers to "institutional first mortgagees", to the Developer, or corporate grantee of the condominium property, which said grantee shall be considered as the Developer as hereinabove set out.

Section 9. The provisions of this Article shall not apply to a transfer by an individual Unit Owner to a spouse, as the case may be, except as hereinafter provided.

Section 10. No unit may be leased, sublet, or assigned for a period for less than 6 continuous months.

Section 11. All Notices required by this article shall be deemed received three days after the date of mailing.

ARTICLE XIV: RESTRICTIONS ON USE OF CONDOMINIUM UNIT

Section 1. Condominium use. No condominium shall be occupied and used except for residential purposes by the owners, their tenants, and social guests, and no trade or business shall be conducted, except a residential unit may be used as a combined residence and executive or professional office by the owner of it, so long as the use does not interfere with the quiet enjoyment by other residential unit owners of their units. No tent, shack, trailer, basement, garage, outbuilding or structure of a temporary character shall be used at any time as a residence, either temporarily or permanently.

Residents shall be limited as follows:

- a) No more than 2 persons per bedroom in any unit shall be permitted as permanent residents, "permanent" means more than 21 days out of each 12-month period, provided that one child, younger than the age of majority, shall be allowed in addition to the maximum number of permanent residents otherwise permitted in each unit.
- b) No unit or units or any portion of them in the project shall be leased, subleased, occupied, rented, let, sublet, or used for or in connection with any timesharing agreement, plan, program, or arrangement, including, without limitation, any so-called "vacation license," "travel club," "extended vacation," or other membership or time-interval ownership arrangement. The term "timesharing" as used here shall be deemed to include, but shall not be limited to, any agreement, plan, program, or arrangement under which the right to use, occupy, or possess the unit or units or any portion thereof in the project rotates among various persons, either corporate, partnership, individual, or otherwise, on a periodically reoccurring basis for value exchanged, whether monetary or like-kind use privileges, according to a fixed or floating interval or period of time [number of days] consecutive calendar days or less. Provided, this section shall not be construed to limit the personal use of any unit or any portion thereof in the project by any unit owner or his or her or its social or family guests.
- c) No health care facilities operating as a business or charity in serving the sick, elderly, disabled, handicapped, or retarded shall be permitted in the project.

Section 2. Nuisances. No noxious, illegal, or seriously offensive activities shall be carried on in any condominium, or in any part of the property, nor shall anything be done which may be or may become a serious annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the owners of his or her respective unit, or which shall in any way

increase the rate of insurance for the project, or cause any insurance policy to be canceled or cause a refusal to renew the same or which will impair the structural integrity of any building.

Section 3. Vehicle restrictions. No trailer, camper, mobile home, motor home, house car, commercial vehicle, truck (other than standard size pick-up truck or standard size van), boat, inoperable automobile, or similar equipment shall be permitted to remain upon any area within the property. Commercial vehicles shall not include sedans or standard size vans and pick-up trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the board of administration of the association. No noisy or smoky vehicles shall be operated on the property. No unlicensed motor vehicles shall be operated upon the property.

Section 4. Signs. No signs shall be displayed to the public view in any units or on any portion of the property except signs approved by the board or by a committee appointed by the board.

Section 5. Animals.

- a) No animals, reptiles, insects, or birds of any kind shall be raised, bred, or kept in any condominium, or in any portion of the property except for pets kept in cages or aquariums or that no more than a total of 3 usual and ordinary household pets, such as a dog, cat, bird, etc. may be kept provided that they are not kept, bred, or maintained for any commercial purposes, and they are kept under reasonable control at all times. Pets must be less than 30 pounds.
- b) Notwithstanding the foregoing, no pets may be kept on the property which are, threatening, obnoxious, or annoying to other unit owners. No pets shall be allowed in the common area except as may be permitted by the rules of the board of administration. No dog shall enter the common area except while on a leash which is held by a person capable of controlling it.
- c) A pet owner shall pick up, remove and properly dispose of the pet's solid animal waste. Owners shall prevent their pets from soiling any portion of the common area and shall promptly clean up any mess left by their pets.
- d) After making a reasonable attempt to notify the owner, the association or any owner may cause any unleashed dog found within the common area to be removed by the association to a pound or animal shelter under the jurisdiction of the County of St. Johns, State of Florida, by calling upon the appropriate authorities, where the owner may, on payment of all expenses, repossess the dog.
- e) Owner shall be fully responsible for any damage caused by their pets.

Section 6. Garbage and refuse disposal. All rubbish, trash, and garbage shall be deposited in the disposal installations provided for such purposes. Trash shall be deposited in closed-top bags before placed in receptacles.

Section 7. Radio and Television Antennas. No alteration to or modification of a central radio and/or television antenna or cable television system, whichever is applicable, if developed by condominium declarant or a cable television franchisee and as maintained by the association or the franchisee, shall be permitted, and no owner may be permitted to construct and/or use and operate an external radio and/or television antenna without the consent of the board. All satellites or dishes must be installed in the ground and must be approved by the office prior to installation. All fees for the use of any cable television system shall be borne by the respective unit owners, and not by the association.

Section 8. Architectural control. (also referred to as "Landscaping Committee") No building, fence, wall, obstruction, outside or exterior wiring, balcony, screen, patio, patio cover, tent, awning, carport, carport cover, improvement, or structure of any kind shall be commenced, installed, erected, painted, repainted or maintained upon the property, nor shall any alteration or improvement of any kind be made, until it has been approved in writing by the board, or by an architectural control committee appointed by the board.

- a) Plans and specifications showing the nature, kind, shape, color, size, materials, and location of the improvements alterations, etc., shall be submitted to the board or to the architectural control committee in writing for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location with respect to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required repaint in accordance with condominium declarant's original color scheme, or to rebuild in accordance with declarant's original plans and specifications. No permission or approval shall be required to repaint in accordance with a color scheme previously approved by the board or an architectural control committee, or to rebuild in accordance with plans and specifications previously approved by the board or by the architectural control committee appointed by the board. Nothing contained herein shall be construed to limit the right of an owner to paint the interior of his or her unit with any color desired.
- b) No landscaping of patios or yards visible from the street or from the common areas not involving the use of natural plants, grass, trees, or shrubs, and which involves the use of synthetic materials, or concrete, rock, or similar materials shall be undertaken by any owner until plans and specifications showing the nature, kind, shape, and location of the materials shall have been submitted to and approved in writing by the board or by an architectural control committee appointed by the board.
- c) The architectural control committee shall consist of a minimum of two members. The board shall have the power to appoint all of the members of the architectural control committee. A majority of the architectural control committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the successor shall be appointed by the person, entity, or group that appointed the member until declarant no longer has the right to appoint any

members to the committee, and after that, the board shall appoint a successor. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed. In the event the committee fails to approve or disapprove plans and specifications within 30 days after the same have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 9. Clotheslines. There shall be no outside laundering or drying of clothes, except inside fenced patios with clothes to be hung below fence level so as not to be visible from streets or common areas or other units. No draping of towels, carpets or laundry over railings shall be permitted.

Section 10. Power equipment and car maintenance. No power equipment, hobby shops, or car maintenance (other than emergency work) shall be permitted on the property except with prior written approval from the board. Approval shall not be unreasonably withheld and, in deciding whether to grant approval, the board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and similar objections.

Section 11. Liability of owners for damage to common area. The owner of each unit shall be liable to the association for all damage to the common area or improvements on it caused by the owner or any occupant of his or her unit or guest or by the owner's pets, except for that portion of the damage, if any, fully covered by insurance. Liability of an owner shall be established only after notice to the owner and hearing before the board. In the event an owner disagrees with the decision of the board on the question of liability, the owner may petition a court of law or submit the matter to arbitration pursuant to the rules of the American Arbitration Association, and the decision of the arbitrator shall be final and conclusive on the parties.

Section 12. Basketball standards. No basketball apparatus or fixed sport apparatus attached to the exterior surface of any portion of the common area shall be permitted on the property.

Section 13. Parking spaces. One parking space will be designated for each Unit. The Condominium may assign Unit Owners one additional space upon request. Undesignated spots may be used for Guests or Unit Owners based on availability.

Section 14. Joining Units. An owner of horizontally adjacent units shall have the right to join the units. In furtherance of that, an owner may notify and utilize common areas between the units so long as the modifications do not affect the structural integrity of the project or impair any other owner's reasonable use of the common areas, or the utilities that may be located on the common areas, or the value of the project, subject to the prior written approval of any such modifications by the architectural control committee. All costs and expenses of the modifications and subsequent restoration of the areas shall be borne by the owner of the units so joined. After approval of the proposed modifications by the architectural control committee and prior to commencement of work, the owner making the modification shall post a bond or bonds in an

amount acceptable to the architectural control committee to protect the association and project against liens and to insure completion of the work. In joining units, an owner shall have reasonable access to other units as may be required to accomplish the modifications approved by the architectural control committee. The modifications shall not, however, change the status of units which shall continue to be treated legally as separate condominium units, each entitled to one vote, and each required to pay its separate assessment. In the event common ownership of joined units is for any reason terminated, common areas which have been altered shall be immediately restored to their original design and status.

Section 15. Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon said tract, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

ARTICLE XV: INSTALLATION OF WASHER/DRYER

Section 1. Definitions

- a) Manager is the person or entity appointed by the Board of Directors to discharge maintenance responsibilities of the Fairview Condominium of St. Augustine Shores, Inc., under the direction of the Board.
- b) Washer/dryer refers to any appliance designed for washing or any *electronically* powered appliance designed for drying of fabrics. These units may be separate or combined in one unit. Gas or other non-electric powered appliance for drying is not permitted.
- c) Second-floor-washer refers to any washing appliance recommended for above-ground installation

Section 2. Procedures for Installation of Washer/Dryer Appliances in Owners' Units

- a) Before the installation of any washer/dryer in any Unit, an application requesting authorization of such installation must be sent at least 30 days before the commencement of installation by certified mail to the Board or its Manager at the principal office of the Association at 600 Domenico Circle, St. Augustine, Florida 32086-7825 pursuant to the provisions of the Condominium By-Laws (Art XIV, Miscellaneous Provisions, subdivision G, p. 20);
- b) The application shall identify the make and model of each washer/dryer appliance selected for installation;

- c) The application shall identify all contractors to be retained to perform services for installation. The identification shall include the name address, telephone number and contractor's license number for each such contractor. With the approval of the Board or Manager, the information required to identify each contractor may be deferred to a date not later than 30 days before the commencement of installation.
- d) Written authorization by the Board or Manager shall be obtained before the unit owner may proceed with any installation. A notice of authorization shall be sent to the unit owner by mail pursuant to the provisions of the Condominium By-Laws, Article VI: Notices, unless such written notice is waived by the unit owner.
- e) The application shall include the following unit-owner representations:
 - (1) All plumbing, electrical or carpentry work to be performed in connection with the installation of a washer/dryer unit shall be done only by a licensed and bonded/insured contractor working within his/her specific license competence;
 - (2) Work to be done shall comply with all applicable codes of the St. John's County, Florida State and Federal Government governing plumbing, electrical, and construction work.
 - (3) Any washer appliance shall be placed in and remain in a catch pan capable of catching and holding a full load of water flowing from the tub;
 - (4) An automatic shut-off valve operating with water sensors shall be installed with any washer appliance and shall be wired separately from the washer appliance wiring. (The sensors must remain operative should the machine be shut down by protective mechanisms);
 - (5) A vibration dampening device shall be mounted on vibration dampening pads designed to protect against transmitting vibration noise; through the floor;
 - (6) Any dryer appliance shall be vented in accordance with operative code requirements and shall match existing exterior colors.
- f) Liability Insurance shall be maintained to cover all reasonable liability for damages, harm or injury arising from the installation and operation of the washer/dryer appliances. A copy of the insurance coverage shall be mailed to the Board or Manager at the commencement of the policy at least 15 days prior to the installation and upon each renewal.

- g) Within 15 days of completion of the installation of the washer/dryer appliances, the unit owner shall mail a notice to the Board or Manager that installation has been completed. The notice of completion shall include the building permit signed by the County Building Inspector showing written approval of the electrical, plumbing and any other contractual work done for the final installation.

ARTICLE XVI: PROVISIONS FOR FEES FOR MAINTENANCE AND UPKEEP

Section 1. Each and every of said living units contained in said tract shall be subject to the per lot maintenance fees as hereinafter provided. The entity responsible for the collection of the fees and for the disbursement of and accounting for the funds is St. Augustine Shores Service Corporation, Inc., a nonprofit Florida corporation. The operation of the Service Corporation shall be governed by the By-Laws of the Service Corporation, a copy of which is attached to Restrictions affecting certain lots in St. Augustine Shores Subdivision Unit 1, recorded in Book 188 at Page 252 of the Official Records of St. John's County, Florida. No modification or amendment to the By-Laws of said corporation shall be valid unless set forth or annexed to a duly recorded amendment to the By-Laws in accordance with the formalities set forth herein. The by-laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any real property or which would change Section 10.03 herein pertaining to the amount and fixing of fees.

Section 2. Every owner of real property within said tract, whether he has acquired the ownership by purchase, gift, conveyance, or transfer by operation of law, or otherwise, shall be a member of the Service Corporation and shall be bound by the Certificate of Incorporation and By-Laws of the Service Corporation as they may exist from time to time. Each owner shall automatically be and become a Class A member of this Corporation. Class A membership shall cease and terminate upon the sale, transfer or disposition of the member's interest in the said property. Members shall be entitled to one vote in the affairs of the Corporation for each living unit owned by said member. In the event a living unit is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned. Said maintenance and upkeep fees shall not be increased without the prior written consent of the Federal Housing Administration (FHA) so long as any mortgages are insured by FHA in St. Augustine Shores Subdivision or so long as a commitment of FHA to the Subdivider to insure mortgages is outstanding

Section 3. The initial monthly fee to be paid to the Service Corporation for maintenance and upkeep as is further described herein upon each and every of said living units subject thereto, whether vacant or occupied, shall be \$29.00. Said fees shall be due and payable in advance on or before the first day of each and every month for the next succeeding month. Initial fees for a partial month may be collected in advance on a prorated basis. The Service Corporation may, but shall not be required to, provide for a reasonable rate of interest to accrue on any of said overdue installments and may change the rate of interest from time to time. Said rate of interest, however,

may not exceed the prevailing mortgage rate allowed by the Federal Housing Administration (FHA) from time to time. Said rate of interest, however, may not exceed the prevailing mortgage rate allowed by the FHA. The Service Corporation may increase fees from time to time as is hereinafter provided. Said fees may be increased or decreased by the Service Corporation except that the said monthly charge or fee per living unit shall not be raised more than 25% of the then existing fee during that calendar year. Said fees may not be raised to a sum more than double the initial fees without the joint consent of the owners of record of not less than 51%, in number, of all the owners subject thereto who actually vote for or against said increase including the owners of those lots or living units covered by other restrictions containing similar provisions affecting other lots or living units shown in plats of real property of St. Augustine Shores Subdivision whether recorded now or in the future, and if said fees are decreased or extinguished by the Service Corporation, the services provided by the Service Corporation may be decreased or extinguished so that the Service Corporation shall not be required to pay more for the services hereinafter enumerated than is collected by said fees. In regard to said joint consent, the owner of each living unit shall be entitled to one vote for each living unit owned by him and each living unit shall not be entitled to more than one vote.

Section 4. In the event any sales taxes or other taxes are required to be paid or collected on said fees by any governmental authority, said taxes shall be added to the fees due from time to time.

Section 5. The Service Corporation shall not make a profit from the collection of said fees or from the furnishing of the services hereinafter enumerated and all of said fees shall be appropriated and spent for the things hereinafter enumerated, except that the Service Corporation may apply a reasonable portion thereof to be retained as reserves for various contingencies. The Service Corporation shall account to the owners as to the method of spending of said funds at least once each and every calendar year. Said accounting shall be in conformity with generally accepted accounting principles applied on a consistent basis and if said accounting is certified by a Certified Public Accountant then the accounting shall be conclusively presumed to be accurate as set forth therein.

Section 6. The Service Corporation may commingle the sums collected hereunder with those collected under other similar provisions of other recorded restrictions affecting other lands shown on plats of St. Augustine Shores Subdivision, recorded now or in the future in the Public Records of St. Johns County, Florida, which funds are intended thereby to be used for similar purposes.

Section 7. Each such fee and interest thereon and reasonable court costs and legal fees expended in the collection thereof shall, from the date it is due, or expended, constitute a lien on the lot or property with respect to which it is due. The Service Corporation may take such action as it deems necessary to collect overdue fees by personal action or by enforcing and foreclosing said lien and the Service Corporation may negotiate disputed claims or liens and settle or compromise said claims. The Service Corporation shall be entitled to bid at any sale held pursuant to a suit to foreclose said lien and to apply as a cash credit against its bid, all sums due the Service Corporation covered by the lien foreclosed. In case of such foreclosure, the owner shall be required to pay a reasonable rental for the lot or living unit, and the Plaintiff in such foreclosure shall be

entitled to the appointment of a receiver to collect same. The Service Corporation may file for record in the Office of the Clerk of the Circuit Court for St. Johns County, Florida, on and after 60 days after a fee is overdue, the amount of said overdue fee, together with the interest and costs thereon and a description of the property and the name of the owner thereof and such additional information as may be desirable, and upon payment in full thereof, the Corporation shall execute a proper recordable release of said lien.

Section 8. Said lien shall be subordinate to any institutional first mortgage or first trust. Where an institutional first mortgagee or lender of record or other purchaser of a living unit obtains title to the living units as a result of foreclosure of said mortgage or where an institutional first mortgagee of record accepts a deed to said real property in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the fees due to the Service Corporation pertaining to such property and chargeable to the former owner which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. The Federal Housing Administration (FHA) shall not be liable for the fees due subsequent to said acquisition until such time as said property is sold or leased by the FHA or otherwise occupied as a residence or until 4 months after said acquisition, whichever shall first occur. The term "institutional first mortgagee" means a bank, or savings and loan association, or an insurance company, or a pension fund, or a bona fide mortgage company, or a real estate investment trust, transacting business in Florida which owns or holds a mortgage encumbering a subdivision parcel.

Section 9. Any person who acquires an interest in a parcel of real property, except through foreclosure of an institutional first mortgage of record (or deed in lieu thereof), including purchasers at judicial sales, shall not be entitled to occupancy of the living unit until such time as all unpaid fees due and owing by the former owner have been paid.

Section 10. The Service Corporation shall have the right to assign its claim and lien rights for the recovery of any unpaid fees to any owner or group of owners or to any third party.

Section 11. The purchasers or lessees of living units in said tract by the acceptance of deeds or leases therefor, whether from the Subdivider or subsequent owners or lessees, or by the signing of contracts or agreements to purchase the same, shall become personally obligated to pay such fees including interest, upon living units purchased or agreed to be purchased by them, and if payment is not made as provided for herein, said fees shall constitute a lien on said property as otherwise provided for herein, and the Service Corporation shall have and retain the right or power to bring all actions for the collection of such fees and interest and the enforcement of the lien securing the same. Such right and power shall continue in the Service Corporation and its assigns and such obligation is to run with the land so that the successors or owners of record of any portion of said property, and the holder or holders of contracts or agreements for the purchase thereof, shall in turn become liable for the payment of such fees and interest which shall have become due during their ownership thereof.

Section 12. The Service Corporation shall apply the proceeds received from such fees towards the payment of the cost of any of the following matters and things in any part of St. Augustine Shores Subdivision, whether within the platted area of which this tract is a part of,

subject to these restrictions, or within other platted areas, subject to similar restrictions, recorded or intended to be recorded or recorded in the future in the Public Records of St. Johns County, Florida, affecting properties located in St. Augustine Shares Subdivision, namely:

- a) Improving or maintaining such streets, swales, parks and other open spaces, including all grass plots and other planted areas within the line of rights-of-way, which areas exist for the general use of all the property owners in St. Augustine Shores Subdivision or for the general public, whether or not a reservation for the public is dedicated or recorded and whether or not said areas are owned by the Subdivider or the Service Corporation or any third person, and whether or not said areas are dedicated rights-of-way now existing or hereafter created, and whether or not they shall be maintained for public use or for the general use of the owners of lots or parcels, or living units within said Subdivision and their successors in interest, insofar as such are not adequately provided by governmental authority. Such maintenance may include, but shall not be limited to, the cutting of grass, plantings, bushes, hedges and removing of grass and weeds therefrom and all other things necessary and desirable in order to keep the subdivision and the streets and public areas contiguous thereto neat, attractive and in good order.
- b) The cleaning and lighting of streets, walkways, pathways and public areas within or bordering upon the subdivision, collecting and disposing of rubbish and litter therefrom but only until such time as such are adequately provided for by governmental authority.
- c) Taxes and assessments, if any, which may be levied upon any of the properties described in Paragraph 10.12 (A) through (D) and due and payable by the Subdivider or the Service Corporation.
- d) The Service Corporation shall have the right, from time to time, to expend said proceeds for other purposes, not inconsistent herewith, for the health, safety, welfare, aesthetics or better enjoyment of the community.

Section 13. The enumeration of the matters and things for which the proceeds may be applied shall not require that the Service Corporation actually spend the said proceeds on all of said matters and things or during the year that said fees are collected and the Service Corporation shall apportion the monies between said matters and things and at such times as it may determine in its sold judgment to be reasonably exercised.

Section 14. No lot owner, parcel owner or lessee shall be excused from the payment of the fees provided for herein because of his or her failure to use any of the said facilities to be maintained.

Section 15. The Service Corporation may assign its rights, duties and obligations under this section, including, its right to collect said fees and to have same secured by a lien and its obligation to perform the services required hereunder, by recording an appropriate assignment document in the Official Records of St. Johns County, Florida, making said assignment.

Section 16. Reference herein to the fees shall include the fees set forth and shall also include such reasonable collection expenses, court costs and attorney's fees as may be expended in the collection of said fees.

ARTICLE XVII: DESTRUCTION OF OR DAMAGE TO PROPERTY; EFFECT.

Section 1. Reconstruction or Repair After Casualty: If any part of the condominium property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

Section 2. Damage to Units. Where loss or damage occurs within one or more units, any Association insurance proceeds on account of the loss or damage shall be distributed to the owner(s) of the damaged unit(s) in shares. The owner(s) of the damaged unit(s) shall be responsible for reconstruction and repair, and shall bear the burden of the deductible in the same shares as they received the benefits of the Association's coverage.

Section 3. Damage to Common Elements - Less than "Very Substantial." Where loss or damage occurs to the common elements, but the loss is less than "very substantial," as hereinafter defined, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

- a) The Board of Directors shall promptly obtain reliable and detailed estimates of the costs of repair and restoration, and shall negotiate and contract for repair and reconstruction.
- b) If the proceeds of insurance and available reserves are insufficient to pay for the costs of repair and reconstruction of the common elements, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to their shares in the common elements for the deficiency. Such special assessments need not be approved by the unit owners. The proceeds from the special assessment shall be added to the funds available for repair and restoration of the property.

Section 4. "Very Substantial" Damage. As used in this Declaration, the term "very substantial" damage shall mean loss or damage caused by a common occurrence whereby at least two-thirds (2/3) of the total units cannot reasonably be rendered habitable within sixty (60) days or it is impossible or structurally imprudent to repair or rebuild. Should such "very substantial" damage occur then:

- a) The Board of Directors and the officers, or any of them, are authorized, regardless of any other provision of this Declaration, to take such action as may reasonably appear to be necessary under emergency conditions to evacuate or shore-up structures and salvage property, to engage security to protect against looting or other criminal acts, and alter the condominium property or association property as

might be reasonable under the circumstances to protect the condominium property or association property from further damage or deterioration. This authority includes the authority to expend any and all available association funds.

- b) The Board of Directors shall endeavor to obtain comprehensive, detailed estimates of the cost of repair and restoration.
- c) A membership meeting shall be called by the Board of Directors to be held not later than sixty (60) days after the Board has obtained the estimates, to determine the opinion of the membership with reference to rebuilding or termination of the Condominium, subject to the following:
 - (1) If the insurance proceeds, reserves and other association funds available for the restoration and repairs that are the Association's responsibility are sufficient to cover the estimated cost thereof so that it is reasonably anticipated that the repairs and reconstruction can be accomplished with a special assessment not exceeding fifteen percent (15%) of the total annual budget for the year in which the casualty occurred, then the Condominium shall be restored or repaired unless two-thirds (2/3) of the total voting interests vote for termination, in which case the Condominium shall be terminated.
 - (2) If upon the advice of legal counsel, it appears unlikely that the then applicable zoning or other regulatory laws will allow reconstruction of the same number and general types of units; or if the insurance proceeds, reserves and other association funds available for restoration and repair are not sufficient to cover the estimated costs thereof so that it is reasonably anticipated that the repairs and reconstruction can only be accomplished by levying special assessments exceeding fifteen percent (15%) of the total annual budget for the year in which the casualty occurred, then unless two-thirds (2/3) of the total voting interests Vote in favor of such special assessment and against termination of the Condominium, it shall be terminated and the property removed from the provisions of the Condominium Act, If the requisite number of unit owners approve reconstruction, the Board of Directors shall levy such assessments as are necessary and shall proceed to negotiate and contract for necessary repairs and restoration. The proceeds from the special assessments shall be added to the funds available for repair and restoration of the property.
- d) If any dispute shall arise as to whether "very substantial" damage has occurred, or as to the amount of special assessments required, a determination approved by at least two-thirds (2/3) of the Board of Directors shall be conclusive, and shall be binding upon all unit owners.

Section 5. Application of Insurance Proceeds. It shall always be presumed that monies disbursed for repair and restoration come first from insurance proceeds; if there is a balance left in the funds held by the Association after the payment of all costs of repair and restoration, such balance shall be distributed to the unit owners.

Section 6. Equitable Relief. In the event of damage to the common elements which renders any unit uninhabitable, and the damage is not repaired, reconstructed, or rebuilt within a reasonable period of time, the owner of the uninhabitable unit may petition a court for equitable relief which may include a termination of the condominium and a partition. For the purposes of this provision, it shall be conclusively presumed that repair, reconstruction or rebuilding has occurred within a reasonable period of time if substantial work is commenced within six (6) months following the damage or destruction, and is completed within nine (9) months thereafter.

Section 7. Plans and Specification. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or according to different plans and specifications approved by the Board of Directors, by the owners of at least two-thirds (2/3) of the units, and by the Primary Institutional Mortgagee, if any. Such approvals may not be unreasonably withheld. However, no change in plans and specifications shall materially reduce the interior floor space of any unit without the consent of the unit owner and his institutional mortgagee, if any.

ARTICLE XVIII: EMINENT DOMAIN.

If all or any part of the common elements shall be taken, injured, or destroyed by eminent domain, each unit owner shall be entitled to notice of such taking and to participate through the association in all condemnation and other proceedings. Any damages shall be for the taking, injury, or destruction as a whole and shall be collected by the association and distributed by it among unit owners in proportion to their respective undivided interests in the common elements or limited common elements so taken, injured, or destroyed, except that such funds as are deemed by the association necessary or appropriate to be applied to the repair or restoration of property so injured or destroyed may be so applied.

ARTICLE XIX: INSURANCE.

Section 1. Insurance. In order to adequately protect the Association and its members, insurance shall be carried and kept in force at all times in accordance with the following provisions:

Section 2. By the Unit Owner. Each unit owner is responsible for insuring his own unit, and the personal property therein; all floor, wall and ceiling coverings; all built-in cabinets, appliances, water heaters, air conditioning and heating equipment, and electrical fixtures that are located within the unit and required to be repaired or replaced by the owner; and all alterations, additions and improvements made to the unit or the common elements by the owner or his predecessors in title. Each unit owner is expected to carry homeowner's insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection, or recognize that he bears financial responsibility for any damage to his property or liability to others that would otherwise be covered by such insurance. Proof of insurance must be made available to the board upon request.

Section 3. Association Insurance: Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry by law and under the condominium documents, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the unit owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure.

Section 4. Required Coverage. The Association shall maintain adequate insurance covering all of the buildings and the common elements as well as all association property, in amounts determined annually by the Board of Directors, such insurance to afford the following protection:

- a) Property Loss or damage by fire, extended coverage (including Windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "All Risk" property contract.
- b) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.
- c) Statutory Fidelity Bond. The association shall maintain insurance or a fidelity bond for all persons who control or disburse funds of the association, as required by Florida Statute.

Section 5. Optional Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and unit owners.

Section 6. Description of Coverage. A detailed summary of the coverages included in the master policies, and copies of the master policies, shall be available for inspection by unit owners or their authorized representatives upon request.

Section 7. Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the unit owners and their mortgagees as their interests may appear. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the unit owners and their respective mortgagees in the following shares:

- a) **Common Elements**. Proceeds on account of damage to common elements shall be held in as many undivided shares as there are units, the shares of each unit owner being the same as his share in the common elements.
- b) **Units**. Proceeds on account of damage within the units shall be held in prorated shares, based on the amount of damage within each damaged unit as a percentage of the total damage within all units, less the deductible.

- c) **Mortgagee.** If a mortgagee endorsement has been issued as to a unit, the shares of the mortgagee and the unit owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against unit or units, except when the funds are not used for repairs or to the extent that insurance proceeds exceed the actual costs of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

Section 8. Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the unit owners in the following manner:

- a) **Costs of Protecting and Preserving the Property.** If a person other than the person responsible for repair and reconstruction has advanced funds to preserve and protect the property to prevent further damage or deterioration, the funds so advanced shall first be repaid, with interest if required.
- b) **Cost of Reconstruction or Repair.** If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the remaining proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being paid jointly to them.
- c) **Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them.

Section 9. Association as Agent. The Association is hereby irrevocably appointed as agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the condominium property.

ARTICLE XX: AMENDMENT OF DECLARATION

All amendments to this Restated Declaration shall be proposed and adopted in the following manner:

Section 1. Proposal. Amendments to this Restated Declaration may be proposed by the Board of Directors, or by written petition to the Board signed by the owners of at least 10% of the Units.

Section 2. Procedure. Upon any amendment or amendments to this Restated Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can still be

given.

Section 3. Vote Required. Except as otherwise provided by law, or by specific provision of the condominium documents, this Restated Declaration may be amended if the proposed amendment is approved by a majority of total voting interests. Voting will take place in person or by proxy at any annual or special meeting called for the purpose and in accordance with Association By-Laws.

Section 4. Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Restated Declaration, which certificate shall be in the form required by law and shall be executed by the President or Vice President of the Association. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of St. Johns County, Florida.

Section 5. Proviso. No amendment may change the configuration or size of any unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of a parcel shares the common expenses and owns the common surplus, unless all record owners of the unit, and any institutional mortgagee (or other record owner of liens) holding a mortgage or other lien on the unit, consent in writing to the amendment. This proviso does not apply to changes caused by condemnation or a taking by eminent domain, nor to mergers of the Condominium with another condominium pursuant to Fla. Stat. § 718.110(7). No amendment shall operate to unlawfully discriminate against any Unit Owner or against any class of Unit Owners.

Section 6. Common Elements. The Common Elements designated may be enlarged to add real property acquired by the Association through amendment to this Restated Declaration. The amendment must be approved by at least two thirds (2/3) of the total voting interests, but no other person need join in or consent to the amendment. The amendment divests the Association of title and vests title in the Unit Owners without naming them and without further conveyance, in the same proportion as the undivided shares in the Common Elements that are appurtenant to the Units.

Section 7. Correction of Errors. If there is an omission or error in this Restated Declaration or in other documents required by Florida law to establish the Association, the Association may correct the error or omission by following the procedures set forth in the Condominium Act.

ARTICLE XXI: TERMINATION

Section 1. Agreement. The Condominium may be terminated at any time by written agreement of the owners of One Hundred (100%) Percent of the units, joined by the holders of any mortgages on the Units.

Section 2. Very Substantial Damage. If the Condominium, as a result of casualty, suffers "very substantial damage" whereby at least two-thirds (2/3) of the total units cannot reasonably be rendered habitable within sixty (60) days or it is impossible or structurally imprudent to repair or rebuild, and it is not decided as therein provided that it will be reconstructed or repaired, the

condominium form of ownership of the property in this Condominium will thereby terminate without agreement.

Section 3. General Provisions. Prior to termination of the condominium or Association, the Division of Florida Land Sales, Condominiums and Mobile Homes shall be notified. A copy of the recorded termination notice certified by the clerk of the county in which the recording took place shall be submitted to the Division. Upon termination, the former unit owners shall become the owners, as tenants in common, of all condominium and association property and the assets of the Association. The shares of such tenants in common shall be the same as were their shares of the common elements, and the costs of termination, as well as post-termination costs of maintaining the former condominium property, shall be common expenses, the payment of which shall be secured by a lien on the interest owned by each tenant in common. The mortgagee or lienor of a unit owner shall have a mortgage or lien solely and exclusively upon the undivided share of such tenant in common in and to the lands and other assets of the Association which he may become entitled to receive by reason of such termination. The termination of the Condominium shall be evidenced by a certificate of the Association, executed with the formalities of a deed, and certifying as to the facts effecting the termination. Termination shall become effective when that certificate is recorded in the Public Records of St. John's County, Florida.

Section 4. New Condominium. The termination of the Condominium does not bar creation of another Condominium affecting all or any portion of the same property.

Section 5. Partition: Sale. Following termination, the former condominium property and association property may be partitioned and sold upon the application of any unit owner. If following a termination, at least One Hundred (100%) Percent of the voting interests agree to accept an offer for the sale of the property, all owners shall be bound to execute deeds and other documents reasonably required to affect the sale. In that event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto.

Section 6. Last Board. The termination of the Condominium does not, by itself terminate the Association. The members of the last Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration for the purpose of winding up the affairs of the Association.

Section 7. Provisions Survive Termination. The provisions of this Section 18 are covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed.

ARTICLE XXII: MISCELLANEOUS

Section 1. Severability. If one or more provisions of this declaration are declared invalid, such invalidity shall in no way impair or affect the validity, enforceability, or effect of the remainder of this declaration.

Section 2. Applicable Statutes. The validity, application and construction of this Declaration and its recorded exhibits shall be governed by the Laws of Florida, particularly the

Florida Condominium Act, as it may be amended from time to time.

Section 3. Conflicts. If there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. If there is a conflict between this Declaration and the Association's Articles of Incorporation or Bylaws, the Declaration shall control.

Section 4. Exhibits. All Exhibits attached hereto are incorporated herein as if fully set forth in this Declaration.

Section 5. Singular, Plural, and Gender. Whenever the context so requires, the use of the plural shall include the singular and the plural, and the use of any gender shall be deemed to include all genders.

Section 6. Waiver. No provision contained in this declaration will be deemed waived by reason of any failure to enforce the same, irrespective of the number of violations or the consistency of the failure of enforcement.

Section 7. Captions. Captions are inserted in this declaration for convenience and reference only, and will not be taken in any way to limit or describe the scope of this declaration or any of its provisions.

IN WITNESS WHEREOF, a majority of the existing Board of Directors for the Association and at least Fifty-One Percent (51%) of the total votes of the Members at the time of execution of this Restated Declaration, have agreed to and adopted this Restated Declaration, which shall be effective upon recording in the Public Records of St. Johns County, Florida, and shall be retroactive in application to the date of recording the Declaration, dated this 12th day of March, 2015.

WITNESSES

**BOARD OF DIRECTORS FOR
THE FAIRVIEW CONDOMINIUM OF
ST. AUGUSTINE SHORES, INC.**

Joyce A. Williams
Print Name: Joyce A. Williams

Paye Conklin
Print Name: Paye Conklin
As Director

Steven F. Parsons
Print Name: Steven F. Parsons

Linda M. McPherson
Print Name: Linda M. McPherson
As Director

Joyce A. Williams
Print Name: Joyce A. Williams

Steven F. Parsons
Print Name: Steven F. Parsons

Joyce A Williams
Print Name: Joyce A Williams

Steen F Parsons
Print Name: Steen F Parsons

Joyce A Williams
Print Name: Joyce A Williams

Steen F Parsons
Print Name: Steen F Parsons

Kenneth H Boyd
Print Name: KENNETH H BOYD
As Director 3/12/15

James F. McLaughlin
Print Name: James F. McLaughlin
As Director

DIRECTOR ACKNOWLEDGMENT

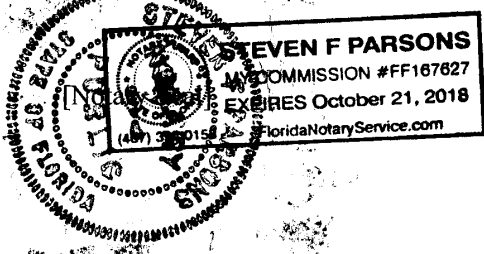
The aforementioned Directors hereby acknowledge and certify that, pursuant to an Association meeting duly noticed and held for the purpose of considering this Restated Declaration and the contents contained herein, at least Fifty-One Percent (51%) of the total votes outstanding then entitled to vote at a meeting of the Association, have voted to approve this Restated Declaration.

William Schroder
Print Name: William Schroder

As Chairman of the Board

STATE OF Florida
COUNTY OF ST Johns

The foregoing instrument was acknowledged before me this 12th day of March, 2015 by William Schroder who is personally known to me or has produced a FL Driver License as identification.



Steen Parsons
Notary Public
Printed Name: STEVEN F PARSONS
My Commission Expires: 10/21/2018

FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF THE FAIRVIEW APARTMENTS OF ST. AUGUSTINE SHORES, A CONDOMINIUM

This instrument is declared to be the First Amendment to the Declaration of Condominium of The Fairview Apartment of St. Augustine Shores, a Condominium.

WHEREAS, the original Declaration of Condominium for the creation of The Fairview Apartments of St. Augustine Shores, a Condominium, was recorded on July 1, 1974 in Official Records Book 257, at page 76, et seq., of the Public Records of St. Johns County, State of Florida; and,

WHEREAS, it is the desire of the required number of unit owners of this Condominium to make certain changes in the Declaration as provided for in the Declaration of Condominium, in that at a special meeting of the unit owners of The Fairview Apartments of St. Augustine Shores, a Condominium, which was duly called and held on April 15, 1986 after notice to all unit owners, and which meeting was called for the purpose of proposing a change in article VI of the Declaration of Condominium, and,

WHEREAS, more than 66 2/3% of the unit owners in person or by proxy, cast affirmative votes in favor of the proposed change.

NOW, THEREFORE, the Board of Directors of The Fairview Apartments of St. Augustine Shores, Inc., by and through its duly elected President, and attested to by its duly elected Secretary, does execute this First Amendment to make the following change in the Declaration.

The common expenses of the Condominium, as provided for in article VI of the original recorded Declaration of Condominium, is hereby amended to read:

VI

THE COMMON EXPENSES OF THE CONDOMINIUM SHALL BE BORNE AND PAID BY EACH OF THE UNIT OWNERS AS FOLLOWS:

- One (1) Bedroom Apartments will be increased to \$63.25 per month.
 - Two (2) Bedroom Apartments will be reduced to \$71.25 per month.
- Any future changes in maintenance fees will reflect the same \$8.00 difference between the one (1) and the two (2) bedroom apartments.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Witness: [Signature]
Witness: [Signature]

THE FAIRVIEW APARTMENTS OF ST. AUGUSTINE SHORES, INC.

By: [Signature]
As its President
Attest: [Signature]
As its Secretary

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this
19th day of June, 1986, by John M. Price and
Carolyn Strauss, the President and Secretary,
respectively, of FAIRVIEW APARTMENTS OF ST. AUGUSTINE SHORES,
INC., a Florida corporation, on behalf of the corporation.

Ken E. Lee
Notary Public, State of Florida
at Large
My Commission Expires: 6-1-87

This Instrument Prepared By:
John Michael Traynor, Esquire
22 Cathedral Place
St. Augustine, Florida 32084

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA

1986 JUN 24 PM 3 55

Paul "Earl" Mankel
CLERK OF CIRCUIT COURT

Route 4, 455 Domenico Circle
St. Augustine, Florida 32084

RESIDENT MANAGER
APT. G-1
904-797-4500

January 7, 1985

85 801

To: The Clerk of Court
St. Johns County
St. Augustine, Florida 32084

AMENDMENT VIII

METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the Unit Owners of this condominium, called and convened in accordance with the By-laws of the Association, by the affirmative vote of sixty-six and two thirds percent (66-2/3% of the Unit Owners present in person or by proxy and casting votes at such meeting. All amendments shall be recorded and certified as required by the Condominium Act. No amendment shall change any Condominium Parcel, nor the voting rights appurtenant to any Unit unless the record owner thereof and all record owners of mortgages or other voluntarily placed liens shall be adopted or passed which shall impair or prejudice the rights and priorities of any institutional first mortgages. Notwithstanding the foregoing, sixty-six and two thirds percent (66-2/3% of all Unit Owners may amend the Declaration to provide for the sale of Condominium Parcel number G-1 (The Resident Manager's apartment) by joining in the execution of the amendment.

On November 13, 1984, Unit Owners of Fairview Apartments of St. Augustine, Inc., voted to amend the Amendment VIII "Method of Amendment of Declaration" to read as above.

57 Unit Owners voted: 51 owners for the change and 6 against the change. For approval 89%.

The date of change for the Fairview Apartments of St. Augustine Shores, Inc. By-laws effective November 13, 1984.

Ralph J. Crews
Ralph J. Crews, President
FASAS, Inc.

JAN 11 AM 11:40

1/11/85 *Paul R. Starn*

NOTARY PUBLIC, ST. AUGUSTINE, FLORIDA
My Commission Expires May 5, 1986

74 5954

BY-LAWS

OF

THE FAIRVIEW APARTMENTS OF ST. AUGUSTINE SHORES

A Non-Profit Florida Corporation

ARTICLE I

GENERAL

Section 1. The Name: The name of the corporation shall be The Fairview Apartments of St. Augustine Shores.

Section 2. Principal Office: The principal office of the corporation shall be at 455 Domenico Circle, St. Augustine Shores, Florida, or at such other places as may be subsequently designated by the Board of Directors.

Section 3. Resident Agent: For the purpose of service of process, the corporation shall designate a resident agent or agents, which designation may be changed from time to time, and his or their office shall be deemed an office of the corporation for the purpose of service of process.

Section 4. Definitions: As used herein, the term "corporation" shall be equivalent of "association" as defined in Chapter 711, Florida Statutes, 1971, and the definitions contained in said Chapter 711 are adopted herein by express reference as if set forth herein haec verba.

ARTICLE II

DIRECTORS

Section 1. Number and Term: This corporation shall be governed by a Board of Directors consisting of three (3) persons to serve until the first meeting of the members to be held on the third Tuesday of January following the year in which the last component building of the condominium is completed or such prior time or later time not to exceed one (1) year as the first Board of Directors may determine (hereafter referred to as the first meeting of members) or until their respective successors shall be elected and shall qualify. Until succeeded by Directors elected at the first meeting of members, Directors need not be members; thereafter all Directors shall be members. Commencing with the first meeting of the members of the corporation, the corporation shall be governed by a Board of Directors consisting of seven (7) persons. Each Director shall be the owner of a Condominium Parcel (or partial owner of a Condominium Parcel where such parcel is owned by more than one (1) individual).

Commencing with said meeting, and annually thereafter, the Directors of the corporation will be elected by the members to hold office in each instance until the next annual meeting of the members or until their successors are elected and qualified.

Section 2. Vacancy and Replacement: Vacancies in the Board of Directors shall be filled for the unexpired term by the remaining Directors at any regular or special Director's meeting. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal: Directors may be removed for cause by an affirmative vote of a majority of the members. No Director shall continue to serve on the Board of Directors if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever.

Section 4. First Board of Directors: The first Board of Directors shall consist of Wm. H. O'Dowd, Jr., Neil E. Bahr and Saul J. Sack, who shall hold office and exercise all powers of the Board of Directors until the first meeting of the members, anything herein to the contrary notwithstanding; provided, any and all of said Directors shall be subject to replacement in the event of resignation or death as above provided.

Section 5. Powers: The property and business of the corporation shall be managed by the Board of Directors, which may exercise all corporate power not specifically prohibited by statute, the Certificate of Incorporation, or the Declaration to which these By-Laws are attached. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

A. To make and collect assessments and establish the time within which payment of same are due;

B. To use and expand the assessments collected, to maintain, care for and preserve the condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the Unit Owners;

C. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;

D. To enter into and upon the Units when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation;

E. To insure and keep insured said condominium property, in the manner set forth in the Declaration, against loss from fire and/or other casualty, and the Unit Owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable.

F. To collect delinquent assessments by suit or otherwise, abate nuisance and enjoin or seek damages from the Unit Owners for violations of these By-Laws and the terms and conditions of the Declaration;

G. To employ such personnel as may be required for the maintenance and preservation of the condominium property;

H. To make reasonable rules and regulations for the occupancy of the Units;

I. To acquire and/or lease a Condominium Parcel in the name of the corporation or a designee.

Section 6. Compensation: Neither directors nor officers shall receive compensation for their services as such.

Section 7. Meeting:

A. The first meeting of each board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practical. The annual meeting of the Board of Directors shall be held at the same place as the general member's meeting, and immediately after the adjournment of same.

B. Special meetings shall be held whenever called by the direction of the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail or telegram, at least three (3) days before the date of such meeting, but the Directors may waive notice of the calling of the meeting.

C. A majority of the Board of Directors shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors present may adjourn the meeting without notice other than announcement

at the meeting until a quorum shall be present.

Section 8. Order of Business. The order of business at all meetings of the Board shall be as follows:

- A. Roll Call;
- B. Reading of Minutes of last meeting;
- C. Consideration of communications;
- D. Resignations and elections;
- E. Reports of officers and employees;
- F. Reports of committees;
- G. Unfinished business;
- H. Original resolutions and new business;
- I. Adjournment.

Section 9. Annual Statement: After the first meeting of members, the Board shall present, no less often than at the annual meeting, a full and clear statement of the business and condition of the corporation, including a report of the operating expenses of the corporation and the assessment paid by each member.

ARTICLE III

OFFICERS

Section 1. Executive Officers: The executive officers of the corporation shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected annually by said Board. Any two of said officers may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation. The President shall be a director ex officio, unless elected by the Board. If the Board so determines, there may be more than one Vice President.

Section 2. Subordinate Officers: The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers: Removal: All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors. The Board may delegate powers of removal of subordinate officers and agents to any officers.

Section 4. The President:

A. The President shall preside at all meetings of the members and Directors; he shall have general and active management of the business of the corporation; shall see that all orders and resolutions of the Board are carried into effect; he shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation; the seal when affixed shall be attested by the signature of the Secretary;

B. He shall have general superintendence and direction of all the other officers of the corporation, and shall see that their duties are performed properly;

C. He shall submit a report of the operations of the corporation for the fiscal year to the Directors whenever called for by them, and to the members at the annual meeting, and from time to time shall report to the Board all matters within his knowledge which the interest of the corporation may require to be brought to their notice;

D. He shall be an ex officio member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. The Vice President: The Vice President shall be vested with all the powers and required to perform all the duties of the President in

his absence, and such other duties as may be prescribed by the Board of Directors.

Section 6. The Secretary:

A. The Secretary shall keep the minutes for the members and of the Board of Directors meeting in one or more books provided for that purpose;

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law;

C. He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws;

D. He shall keep a register of the post office address of each member which will be furnished to the Secretary by such member;

E. In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Treasurer:

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the corporation, in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation.

C. He may be required to give the corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the corporation, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the corporation. The corporation shall pay all premiums for issuance of said bond.

Section 8. Vacancies: If the office of the President, Vice President, Secretary or Treasurer becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the whole Board of Directors, may choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 9. Resignations: Any Directors or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV

MEMBERSHIP

Section 1. Definition: Each Unit Owner shall be a member of the corporation, and membership in the corporation shall be limited to owners of Condominium Parcels. A Unit Owner will cease to be a member of the corporation upon the sale, transfer or disposition of the member's Condominium Parcel.

Section 2. Transfer of Membership and Ownership: Membership in the corporation may be transferred only as an incident to the transfer of the transferor's Condominium Parcel and such transfer shall be subject to the procedures

set forth in the Declaration.

ARTICLE V

MEETING OF MEMBERSHIP

Section 1. Place: All meetings of the corporate membership shall be held at the office of the corporation in St. Augustine Shores, Florida, or such other place and time as may be stated in a notice thereof.

Section 2. Annual Meetings:

A. The first annual meeting shall be held on the third Tuesday of January of the year following the year in which the last component building of the condominium is completed or such prior time or later time as the first Board of Directors may determine.

B. Regular annual meetings subsequent to the first meeting shall be held on the third Tuesday of January of each year, if not a legal holiday or non-business day, and if a legal holiday, or non-business day, then on the next business day following;

C. At the annual meeting, the members shall elect, by a plurality vote (cumulative voting prohibited), a Board of Directors, as provided for in Article II, Section 1, and transact such other business as may properly come before the meeting;

D. All annual meetings shall be held at the hour of 2:00 o'clock P.M.

E. Written notice of the annual meeting shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least ten (10) days prior to the meeting.

Section 3. Membership List: At least ten (10) days before every election of Directors, a complete list of members entitled to vote at said election, arranged numerically by apartment units, with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the corporation, and shall be open to examination by any members throughout such time.

Section 4. Special Meetings:

A. Special meetings of the members, for any purpose or purposes, unless otherwise proscribed by statute or by the Certificate of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the members. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of members, stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least ten (10) days before such meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum: Fifty-one percent (51%) of the total number of members of the corporation present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation, or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at

the meeting originally called.

Section 6. **Vote Required to Transact Business:** When a quorum is present at any meeting, the vote of a majority of the members present, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the statutes or of the Certificate of Incorporation or by these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 7. **Right to Vote:** Each Unit Owner shall be entitled to one vote. At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

Section 8. **Waiver and Consent:** Whenever the vote of members at a meeting is required or permitted by any provision of the statutes or the Certificate of Incorporation or of these By-Laws to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

ARTICLE VI

NOTICES

Section 1. **Definition:** Whenever under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, notice is required to be given to any Director or member, it shall not be construed to mean personal notice; but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed wrapper, addressed as appears on the books of the corporation.

Section 2. **Service of Notice-Waiver:** Whenever any notice is required to be given under the provisions of the statutes or of the Articles of Incorporation or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. **Address:** The address for notice to the corporation is 455 Domenico Circle, St. Augustine Shores, Florida.

ARTICLE VII

FINANCES

Section 1. **Fiscal Year:** The corporation shall operate upon the calendar year beginning on the 1st day of January and ending on the 31st day of December of each year. The Board of Directors is expressly authorized to change from a calendar year basis to that of a fiscal year basis whenever deemed expedient for the best interests of the corporation.

Section 2. **Checks:** All checks or demands for money and notes of the corporation shall be signed by any two of the following officers: President, Vice President, Secretary or Treasurer or by such officer or such other person or persons as the Board of Directors may from time to time designate.

Section 3. **Determination of Assessments:**

A. The Board of Directors of the corporation shall fix and determine from time to time the sum or sums necessary and adequate for the Common Expenses of the condominium property and, if possible, make such determination in advance for each fiscal year. Common Expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements and the Limited Common Elements, costs of carrying out the powers and duties of the corporation, all

insurance premiums and expenses relating thereto, including fire insurance, and any other expenses designated as Common Expenses from time to time by the Board of Directors of the corporation. The Board of Directors is specifically empowered on behalf of the corporation to make and collect assessments and to lease, maintain, repair and replace the Common Elements and the Limited Common Elements. Prior to the first meeting of members, funds for the payment of Common Expenses shall be assessed against the Unit Owners in the amount specified in the Subscription and Purchase Agreement between the Developer and the individual purchasers. Thereafter, funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions or percentages of sharing Common Expenses provided in the Declaration. Said assessments shall be payable monthly, in advance, as ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied and paid in the same manner as hereinbefore provided for regular assessment.

B. When the Board of Directors has determined the amount of any assessment, the Treasurer of the corporation shall mail or present a statement of the assessment to each of the owners. All assessments shall be payable to the said Treasurer of the corporation, and upon request, the Treasurer shall give a receipt for each payment made to him.

C. The Board of Directors may not authorize or make any additions or capital improvements to the condominium property at a cost in excess of Ten Thousand Dollars (\$10,000.00) without first securing a seventy-five percent (75%) vote of all members constituting a quorum at the meeting called for the purpose or considering said additions or improvements.

ARTICLE VIII

SEAL

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the word "Non-Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE IX

NO STOCK

This corporation shall never have or issue shares of stock and/or certificates of membership, nor will it ever have or provide for non-voting membership.

ARTICLE X

HOUSE RULES

In addition to the other provisions of these By-Laws, the following house rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the Units located in the property and the conduct of the residents thereof.

A. Each Unit shall be used only for residential purposes;

B. Unit Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other Unit Owners, or in such a way as to be injurious to the reputation of the property;

C. The use of the Units shall be consistent with existing law, these restrictions, and shall not constitute a nuisance;

D. Units may not be used for business use or for any commercial use whatsoever;

E. The total of residents and guests permitted overnight in a Unit, or permitted to reside in a Unit during any 24-hour period shall not exceed five persons in a one-bedroom Unit nor seven persons in a two-bedroom Unit;

F. Common Elements shall not be obstructed, littered, defaced or misused in any manner;

G. No structural changes or alterations shall be made in any Unit, except upon approval of the Board of Directors;

H. No pets shall be kept or maintained in or about a Unit on the condominium property excepting parakeets, cats and small canines, the latter weighing not more than eight (8) pounds at maturity, and said cats and canines shall be allowed only if on a leash while on the condominium property;

I. No Unit Owner or occupant of a Unit shall post any advertisement or posters of any kind in or on the Unit or the condominium property except as authorized, in writing, by a majority of the Board of Directors;

J. Owners and occupants of Units shall exercise extreme care to minimize noises and in the use of musical instruments, radios, television sets, amplifiers so as not to disturb the other persons and parties occupying Units; no garments, rugs or other items may be hung from the windows or from portions of the Units;

K. No rugs, etc. may be dusted from the windows of the Units, and rugs, etc. may only be cleaned within the Units, and not in any other portion of the condominium property;

L. All garbage and trash shall be deposited in the disposal installations provided for such purposes;

M. No owner or occupant of a Unit shall install wiring for electrical or telephone installations, nor install any type of television antennae, machines or airconditioning units, etc., except as authorized, in writing, by a majority of the Board of Directors.

N. One parking space in the parking area on the condominium property shall be assigned by the Board of Directors to each Unit; and a space once assigned to said Unit shall thereafter be deemed a Limited Common Element reserved for the use of the Condominium Parcel to which it was originally assigned and to the exclusion of the other Condominium Parcels. The remaining parking area shall be for the general use of the Unit Owners and their guests.

ARTICLE XI

DEFAULT

In the event a Unit Owner does not pay any sums, charges or assessments required to be paid to the corporation within thirty (30) days from the due date, the corporation, acting on its own behalf or through its Board of Directors, may enforce its lien for assessments or take such other action to recover the sums, charges or assessments to which it is entitled, in accordance with the Declaration and the statutes made and provided. If an action of foreclosure is brought against the Unit Owner for nonpayment of monies due the corporation, and as a result thereof the interest of the said Unit Owner is sold, then the Unit Owner will thereupon cease to be a member of the corporation.

If the corporation becomes the owner of a Condominium Parcel by reason of foreclosure, it shall offer said Condominium Parcel for sale and at such time

as a sale is consummated, it shall deduct from such proceeds all sums of money due it for assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the Condominium Parcel, which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the Unit in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former Unit Owner in question.

In the event of violation of the provisions of the Declaration, Articles of Incorporation or By-Laws, as the same are or may hereafter be constituted, for thirty (30) days after notice from the corporation to the Unit Owner to correct said breach or violation, the corporation, on its own behalf or by and through its Board of Directors, may bring appropriate action to enjoin such violation or may enforce the provisions of said documents, or may sue for damages, or take such other course of action, or other legal remedy as it or they may deem appropriate.

In the event of such legal action brought against a Unit Owner, the losing defendant shall pay the plaintiff's reasonable attorney's fees and court costs.

Each Unit Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the corporation and regardless of the availability of the other equally adequate legal procedures. It is the intent of all owners of family Condominium Parcels to give the corporation a method and procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from the Unit Owners, and to preserve each Unit Owner's right to enjoy the Condominium Parcel free from unreasonable restraint and nuisance.

ARTICLE XII

SURRENDER

In the event of the termination of membership, the member or any other person or persons in possession by or through the right of the member, shall promptly quit and surrender the Unit to the corporation in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the corporation shall have the right to reenter and to repossess the Unit. The member for himself and any successor in interest, by operation of law or otherwise, hereby waives any and all notices and demand for possession if such be required by the laws of St. Johns County, State of Florida, or the United States of America.

ARTICLE XIII

JOINT OWNERSHIP

In the event a Condominium Parcel is owned by more than one person, then all of the owners of such parcel shall be entitled collectively to only one vote or ballot in the management of the affairs of the corporation, and the vote of such owners may not be divided between plural owners of a single Condominium Parcel. If the owners are unable to agree upon their ballot upon any subject at any meeting, they shall lose their right to vote on such subject; but if all of the owners of such parcel shall not be present at the meeting, either in person or by proxy, the one or ones so present shall cast the vote of all such owners.

ARTICLE XIV

MISCELLANEOUS

Section 1. The contract documents relating to this condominium and the ownership of a Condominium Parcel therein shall include the Declaration of Condominium to which these By-Laws are attached, these By-Laws, the Articles of

Incorporation of this corporation, and the pertinent statutes from time to time pertaining thereto, all as amended from time to time in accordance with law.

Section 2. The corporation shall have the powers, rights and authority, (including the lieu rights) set forth and provided in Chapter 711, Florida Statutes, 1971, subject to any limitations thereon imposed by its Article of Incorporation or these By-Laws or the Declaration of Condominium as said instruments may be effective from time to time, including any amendments thereto.

Section 3. No Unit Owner or member, except as an officer of this corporation, shall have any authority to act for the corporation or bind it.

Section 4. If any By-Law or part thereof shall be adjudged invalid, the same shall not affect the validity of any other By-Law or part thereof.

ARTICLE XV

AMENDMENT

These By-Laws may only be altered, amended or added to at any duly called meeting of the members, provided (1) that the notice of the meeting shall contain a full statement of the proposed amendment, and (2) that there is an affirmative vote of seventy-five percent (75%) of the members present in person or by proxy in favor of such alteration, amendment or addition to these By-Laws.

ARTICLE XVI

CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, wherever the context so requires.

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

JUL 1 1 25 PM '74

Oliver [Signature]
CLERK (SUCCESSION)

74 5953

This Instrument Was Prepared By:
SARL J. SACK, Attorney
2180 S.W. 12th Avenue
Miami, Florida 33129

DECLARATION OF CONDOMINIUM

SEE 257 PAGE 76

OF

THE FAIRVIEW APARTMENTS OF ST. AUGUSTINE SHORES

A Condominium

SUBMISSION STATEMENT

KNOW ALL MEN BY THESE PRESENTS:

That The Deltona Corporation, a Delaware corporation, which is authorized to transact business in the State of Florida, hereinafter referred to as "the Developer", the owner and holder of the fee simple title to the following described real property, situate, lying and being in St. Augustine Shores, St. Johns County, Florida; and being more particularly described as follows:

That certain parcel of land lying in and being all of Tract "K" of St. Augustine Shores Unit Two, according to the map or plat thereof as recorded in Plat Book 11, Pages 95 through 103 inclusive, of the Public Records of St. Johns County, Florida.

Containing 4.23 acres more or less.

hereby makes and declares the restrictions, reservations, covenants, conditions and easements hereinafter set forth as applicable to the property hereinabove and hereinafter described, and hereby submits said property to condominium ownership, pursuant to Chapter 711, Florida Statutes, 1971, (hereinafter referred to as the "Condominium Act").

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated as provided herein and shall be binding upon all Unit Owners as defined in the Condominium Act, and in consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, and by the Articles of Incorporation and By-Laws of THE FAIRVIEW APARTMENTS OF ST. AUGUSTINE SHORES, INC., a non-profit Florida corporation, hereinafter referred to as the "Association", which will be the entity responsible for the operation of the condominium.

I

INSTRUMENTS, ETC. GOVERNING CONDOMINIUM
AND OWNERS OF CONDOMINIUM PARCELS

(A) Except where permissive variances therefrom appear in this Declaration, the Articles of Incorporation of the Association, or the By-Laws of the Association, which are attached hereto and made a part hereof, or any lawful amendments to said instruments, the provisions of the Condominium Act, including the definitions therein contained, are adopted herein by express reference as if set forth herein in haec verba, and the Condominium Act, as amended from time to time, and this Declaration, and the Articles of Incorporation and By-Laws of the Association as lawfully amended from time to time, shall govern this condominium and the rights, duties and responsibilities of the owners of Condominium Parcels therein.

(B) The term "institutional first mortgage" means a bank, or a savings and loan association, or an insurance company, or a pension fund, or a real estate investment trust, or a bona fide mortgage company transacting business in

Florida which owns or holds a mortgage encumbering a Condominium Parcel.

II

PROPERTY EXCLUDED FROM THE UNIT

The owner of a Unit in the condominium property shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his Unit, nor shall said owner be deemed to own supporting columns, pipes, wires, conduits or other public utility lines running through said Unit which are utilized for or serve more than his one (1) Unit, which items are by this Declaration hereby made a part of the Common Elements. Said owner, however, shall be deemed to own the interior walls and partitions which are contained in said owner's Unit, and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc., which are contained in said Unit.

III

CONDOMINIUM PROPERTY, SURVEY, NAME, ETC.

The legal description of the land included in the condominium property is:

That certain parcel of land lying in and being all of Tract "K" of St. Augustine Shores Unit Two, according to the map or plat thereof as recorded in Plat Book 11, Pages 95 through 105 inclusive, of the Public Records of St. Johns County, Florida.

Containing 4.23 acres more or less.

(B) Attached hereto and made a part hereof is a survey of said land, prepared and certified to by a registered Florida architect together with a graphic description of the improvements in which the Units are located and plot plan thereof. The identification, location, dimensions and size of each Unit, and the Common Elements appear thereon. Together with this Declaration they are in sufficient detail to identify the Common Elements in each Unit, their relative locations and approximate dimensions. The attached exhibits, herein referred to, contain 8 sheets and are identified as Exhibit "A". All property in the condominium property which is not within and included in any Unit, shall be deemed Common Elements, or certain areas hereinafter referred to as Limited Common Elements, and said Common Elements and Limited Common Elements are designated on Exhibit "A", and hereafter the terms "Common Elements and Limited Common Elements" shall include and be synonymous with Tract "A". Unit G-1 and its proportionate appurtenant interest in the Common Elements, as hereinafter described, shall be owned by the Association and shall be deemed part of the Common Elements while so owned.

(C) The name by which the condominium is identified is THE FAIRVIEW APARTMENTS OF ST. AUGUSTINE SHORES located at 455 Domenico Circle, St. Augustine Shores, Florida.

IV

IDENTIFICATION OF BUILDINGS AND UNITS

(A) The condominium property consists of the land and seven (7) buildings, (hereinafter referred to as the "Condominium Buildings") containing eighty-four (84) total Units, Common Elements on each floor of said Condominium Buildings, together with other improvements as indicated upon the exhibits hereto attached, and all, if any, easements and rights appurtenant thereto intended for use in connection with the condominium.

(B) The Condominium Buildings contain two stories. For purposes of

identification, each Unit has been numbered and has been assigned a Condominium Parcel number identical to the identification number shown on the graphic description of the improvements attached hereto and made a part hereof and said numbers are distributed among the various stories as follows:

- Building A: A1 thru A6 - 1st floor
A7 thru A12 - 2nd floor
- Building B: B1 thru B6 - 1st floor
B7 thru B12 - 2nd floor
- Building C: C1 thru C8 - 1st floor
C9 thru C16 - 2nd floor
- Building D: D1 thru D4 - 1st floor
D5 thru D8 - 2nd floor
- Building E: E1 thru E4 - 1st floor
E5 thru E8 - 2nd floor
- Building F: F1 thru F6 - 1st floor
F7 thru F12 - 2nd floor
- Building G: G1 thru G8 - 1st floor
G9 thru G16 - 2nd floor

(C) Unit G-1 is reserved and set aside to be used as a residence for a Resident Manager and is to be owned by the Association. As long as same is owned by the Association, Unit G-1 shall be part of the Common Elements.

(D) The owner or owners of each Unit shall own an undivided one-eighty-fourth (1/84th) interest in said Tract "A".

(E) The improvements hereinabove referred to will be constructed by the Developer on the real property covered by this Declaration of Condominium.

V

OWNERSHIP OF COMMON ELEMENTS

Each of the eighty-four owners of the condominium (THE FAIRVIEW APARTMENTS OF ST. AUGUSTINE SHORES) shall own an equal undivided one-eighty-fourth (1/84th) interest in and to the Common Elements. The fee title to each Condominium Parcel shall include both the Unit and the equal undivided interest in the Common Elements and shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Unit. Any attempt to separate the fee title to a Unit from the undivided interest in the Common Elements appurtenant to such Unit shall be null and void.

VI

COMMON EXPENSES AND COMMON SURPLUS

The Common Expenses of the condominium shall be borne and paid by each of the Unit Owners. Should there be a surplus, such surplus shall be shared by each of the Unit Owners. Both the Common Expenses and Common Surplus shall be shared by each of the following Unit Owners in accordance with the following percentages:

- A-1, A-2, A-3, A-4, A-5, A-6
- B-1, B-2, B-3, B-4, B-5, B-6
- D-1, D-2, D-3, D-4
- E-1, E-2, E-3, E-4
- F-1, F-2, F-3, F-4, F-5, F-6
- G-1, G-2, G-3, G-4, G-5, G-6, G-7, G-8, 1.2312

A-7, A-8, A-9, A-10, A-11, A-12
 B-7, B-8, B-9, B-10, B-11, B-12
 D-5, D-6, D-7, D-8
 E-5, E-6, E-7, E-8
 F-7, F-8, F-9, F-10, F-11, F-12
 G-9, G-10, G-11, G-12, G-13, G-14, G-15, G-16 1.267X
 C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-89364X
 C-9, C-10, C-11, C-12, C-13, C-14, C-15, C-169469X

VII

VOTING RIGHTS

Subject to provisions and restrictions set forth in the Articles of Incorporation and By-Laws of the Association, each Unit Owner is entitled to one vote for each Unit owned by him.

VIII

METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the Unit Owners of this condominium, called and convened in accordance with the By-Laws of the Association, by the affirmative vote of seventy-five percent (75%) of the Unit Owners present in person or by proxy and casting votes at such meeting. All amendments shall be recorded and certificated as required by the Condominium Act. No amendment shall change any Condominium Parcel, nor the voting rights appurtenant to any Unit unless the record owner thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the execution of the amendment. No amendment shall be adopted or passed which shall impair or prejudice the rights and priorities of any institutional first mortgage. Notwithstanding the foregoing, seventy-five percent (75%) of all the Unit Owners may amend the Declaration to provide for the sale of Condominium Parcel number G-1 (the Resident Manager's apartment) by joining in the execution of the amendment.

IX

BY-LAWS

The operation of the condominium property shall be governed by the By-Laws of THE FAIRVIEW APARTMENTS OF ST. AUGUSTINE SHORES, a copy of which is attached to this Declaration and made a part hereof as Exhibit "B". No modification or amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded amendment to this Declaration in accordance with the formalities set forth herein. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any Condominium Parcel or Parcels.

X

THE OPERATING ENTITY

As has been hereinabove set forth, the Association responsible for the operation of the condominium is THE FAIRVIEW APARTMENTS OF ST. AUGUSTINE SHORES, Inc., a non-profit Florida corporation, organized and existing pursuant to the Condominium Act. Said Association shall have all the powers and duties as granted to or imposed upon it by this Declaration, the By-Laws of said Association, and its Articles of Incorporation. Every owner of a Condominium Parcel, whether he has acquired the ownership by purchase, gift, conveyance, or transfer by operation of law, or otherwise, shall be bound by the By-Laws of the said

Association, as they may exist from time to time, the Articles of Incorporation of the Association, as they may exist from time to time, and the provisions of this Declaration.

XI

MAINTENANCE OF COMMON ELEMENTS

(A) The maintenance of the Common Elements shall be the responsibility of the Association; and there shall be no material alteration or substantial additions to the Common Elements except in the manner provided for in this Declaration or in the By-Laws of the Association.

(B) No Unit Owner shall make any alterations in the portions of the improvements of the condominium which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the Condominium Buildings containing his Unit, or impair any easements.

XII

ASSESSMENTS

(A) Commencing with the first meeting of the members of the Association to be held on the third Tuesday of January of the year following the year in which the last component building of the condominium is completed, or such other time as may be provided for in the Articles of Incorporation of the Association, the Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the Common Expenses of the condominium property, and, if possible, the amount of said Common Expenses will be fixed and determined in advance of each fiscal year. The procedure for the determination of such assessments shall be as set forth in the By-Laws of the Association. Prior to said meeting of the members, said sum or sums shall be as set forth in the Subscription and Purchase Agreement between the Developer and the individual purchasers. Said sum or sums are hereinafter referred to as "the assessments".

(B) Assessments that are unpaid for over 30 days after due date shall bear interest at the rate of 8% per annum from due date until paid.

(C) The Association or the Developer, as the case may be, shall have a lien on each Condominium Parcel for any unpaid assessments, together with interest thereon, against the Unit Owner of such Condominium Parcel. Reasonable attorney fees incurred by the Association or Developer incident to the collection of such assessment or the enforcement of such lien shall be payable by the Unit Owner and secured by such lien. The Board of Directors of the Association or a duly authorized agent of the Developer may take such action as they deem necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interest of the Association or Developer. Said lien shall be effective as and in the manner provided for by the Condominium Act and shall have the priorities established by said Act. The Association or Developer shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply as a cash credit against its bid all sums due the Association or Developer covered by the lien enforced. In case of such foreclosure the Unit Owner shall be required to pay a reasonable rent for the Condominium Parcel, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same.

(D) Where an institutional first mortgagee of record or other purchaser of a Condominium Parcel obtains title to the Condominium Parcel as a result of foreclosure of said first mortgage, or where an institutional first mortgagee of record accepts a deed to said Condominium Parcel in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or assessments by the Association or the Developer pertaining to such Condominium Parcel or chargeable to the former Unit Owner of such parcel which became due prior to acquisition of title as a result

of the foreclosure, or the acceptance of such deed in lieu of foreclosure. Such unpaid share of Common Expenses of Assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners including such acquirer, his successors and assigns.

(E) Any person who acquires an interest in a Condominium Parcel, except through foreclosure of an institutional first mortgage of record (or deed in lieu thereof), as specifically provided in the immediately preceding section, including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements and Limited Common Elements until such time as all unpaid assessments due and owing by the former Unit Owner have been paid.

(F) The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer or to any Unit Owner or group of Unit Owners, or to any third party. The Developer, acting through its duly authorized agent, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Association or to any Unit Owner or group of Unit Owners or to any third party.

(G) Nothing herein contained in this Article shall abridge or limit the rights or responsibilities of mortgagees of a Condominium Parcel as set forth and contained in the Condominium Act.

XIII

PROVISIONS RELATING TO SALE OR LEASING AND ASSOCIATION'S FIRST RIGHT OF REFUSAL

(A) No Unit Owner may effectively dispose of a Condominium Parcel by sale, lease, sublease or assignment except to another Unit Owner, without approval of the Board of Directors.

(B) A Unit Owner intending to make a bona fide sale or lease or give his consent to sublease or assignment of his Condominium Parcel shall give to the Board of Directors of the Association notice of such intention, together with the name and address of the intended purchaser, lessee, sublessee, or assignee, or such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Directors.

(C) Within ten days after receipt of the notice, described in paragraph (B) of this article, the Board of Directors must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form, and shall be delivered to the purchaser.

(D) If the Board of Directors disapprove a proposed sale, lease, assignment of lease, or sublease, they shall deliver a written notice to the Unit Owner's unit (or mail to the place designated by the Unit Owner in his notice) designating the Association, one or more persons who are then Unit Owners, or any person or persons satisfactory to the Board of Directors who is willing to purchase, lease, sublease or take a lease by assignment upon the same terms as those specified in the Unit Owner's notice. The stated designee of the Board of Directors shall have fourteen (14) days from the notice sent by the Board of Directors to make a binding offer to buy, lease, sublease or take by assignment upon the same terms specified in the Unit Owner's notice. Thereupon, the Unit Owner shall accept such offer. Failure of the Board of Directors to designate such person or persons within said ten (10) day period, or failure of such person or persons to make such an offer within the said fourteen (14) day period, shall be deemed as a consent by the Board of Directors to the transaction specified in the Unit Owner's notice, and the Unit Owner shall be free to make or accept the offer specified in his notice, and sell, lease, sublease or assign by lease said interest pursuant thereto to the prospective purchaser, lessee, sublessee, or assignee named therein within ninety days after his notice was given.

(E) If the Board of Directors shall fail to provide a purchaser or such purchaser shall fail to make an offer, as stated in paragraph (D) above, then notwithstanding the disapproval, the sale shall be deemed to have been approved and the Board of Directors shall furnish a certificate of approval as provided in paragraph (C) above. Further, in the event a purchaser designated by the Board of Directors takes title to the Condominium Parcel, he too shall be given such a certificate.

(F) No lessee shall be permitted to sublease or assign his lease without the consent of the Unit Owner. Any such attempt by a lessee to sublease or assign his lease without the consent of the Unit Owner shall be wholly null and void.

(G) The consent by the Board of Directors to a sale, lease, sublease or assignment of a Condominium Parcel by a Unit Owner shall not constitute a waiver of the Board's rights provided for in this article. Nor shall the consent of the Board of Directors to an individual Unit Owner in one transaction covered in this article constitute a waiver of the Board's rights in any other transaction by that individual Unit Owner. The liability of the Unit Owner under these covenants shall continue notwithstanding the fact he may have leased or consented to an assignment or sublease as provided herein. Every purchaser, lessee, assignee, or sublessee shall take subject to this Declaration and the By-Laws of the Association, as well as the provisions of the Condominium Act.

(H) The provisions of this Article XIII shall in no way be construed as affecting the rights of a prior institutional first mortgagee with a recorded institutional first mortgage on any Condominium Parcel and interest in Tract "A" and the redemption rights hereinabove set forth shall remain subordinate to any such prior institutional first mortgage. Further, the provisions of this article shall not be applicable to purchasers at foreclosure or other judicial sales, or transfers to "institutional first mortgagees", to the Developer, or a corporate grantee of the condominium property, which said grantee shall be considered as the Developer as hereinabove set out.

(I) Notwithstanding any of the provisions hereinabove contained, the provisions of this Article XIII shall not be applicable to The Deltona Corporation, the Developer of the condominium property, and said corporation is irrevocably authorized, permitted and empowered to sell, lease, sublease or assign leases in Condominium Parcels to any purchaser, lessee, sublessee, or assignee approved by it. The Developer shall have the right to transact any business necessary to consummate sales of Condominium Parcels, including but not limited to the right to maintain models, having signs identifying the condominium property and advertising the sale of Condominium Parcels, employees in the offices, use the Common Elements, and to show units for sale. The sales office, the furniture and furnishings in the model apartments, signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. In the event there are unsold Condominium Parcels, Developer retains the right to be the owner of said unsold parcels under the same terms and conditions as all other Unit Owners, excepting that the Developer will not be subject to the provisions of (A) thru (G) hereof, and Developer, as a Unit Owner, shall contribute to the Common Expenses in the same manner as other Unit Owners, and shall have one vote in the Association for each unsold Condominium Parcel.

(J) The provisions of this Article XIII shall not apply to a transfer by an individual Unit Owner to his wife or husband, as the case may be, except as hereinafter provided.

(K) No Unit may be leased, sublet, or assigned for a period of less than thirty continuous days.

(L) All notices required by this article shall be deemed received three days after the date of mailing.

XIV

RIGHTS OF DONEES, HEIRS AND DEVISEES OF DECEASED UNIT OWNERS

(A) If any Unit Owner shall acquire his title by gift, devise or inheritance, the continuance of his ownership of his Condominium Parcel shall be subject to the approval of the Board of Directors. However, if such person acquiring title by gift, devise or inheritance is the spouse, child, children, or parent of the donor or deceased Unit Owner, then the continuance of his ownership shall not be subject to the approval of the Board of Directors or the provisions of this article.

(B) Any Unit Owner, other than those exempted in paragraph (A) above, who has obtained his title by gift, devise or inheritance, shall give to the Board of Directors of the Association notice of the acquiring of his title, together with such personal information as the Board of Directors may reasonably require, and a certified copy of the instrument evidencing his title within 90 days of the acquisition of title or the Board of Directors may take notice themselves of said transfer.

(C) Within fourteen (14) days after receipt of the notice described in paragraph (B) of this article, the Board of Directors must either approve or disapprove the proposed transfer of ownership by notifying the Unit Owner of its approval or disapproval. If approved, the approval shall be in a certificate executed by the President and Secretary in recordable form and shall be delivered to the new Unit Owner.

(D) If the Board of Directors disapprove the gift, devise or inheritance, then the Unit Owner shall have the right to sell the said Unit within the period of one hundred twenty (120) days after the mailing of the notice of disapproval provided for in paragraph (C) above and said sale shall thereafter be approved or disapproved in accordance with all of the provisions relating to sale set forth in Article XIII hereof.

If the Board of Directors disapprove the gift, devise or inheritance, and a sale is not made within said 120-day period, then the Board of Directors may, within fourteen (14) days after the end of the 120-day period, deliver a written notice to the heir, devisee or donee at the apartment unit and at the last known address of said person reciting an offer to purchase and designating the Association, one or more persons who are then Unit Owners, or any person or persons satisfactory to the Board of Directors who is willing to purchase the Condominium Parcel at the recited purchase price. Failure of the Board of Directors to deliver such notice within such 14-day period shall be deemed a consent to the transfer of ownership to the heir, devisee or donee. The heir, devisee or donee shall then have fourteen days from receipt of the Board of Directors' notice to accept or reject the recited purchase price. If the heir, devisee or donee accepts the recited purchase price, or fails to notify the Board of Directors of his rejection of the offer within said fourteen (14) day period, then the purchase price recited in the Board of Directors' notice shall be paid in cash and the sale shall be closed within sixty days after receipt by the heir, devisee or donee of the Board of Directors' notice. If the heir, devisee or donee reject the recited purchase price, the Condominium Parcel shall be sold to the stated designee of the Board of Directors at the fair market value 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 Condominium Parcel; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be divided equally between the Association and the heir, devisee or donee. The purchase price shall be paid in cash and the sale shall be closed within sixty (60) days after the determination of the sales price by arbitration. At either above referenced closing, the heir, devisee or donee, shall deliver to the Association, or its designee a properly executed Warranty Deed and shall execute all necessary documents to render title to the Condominium Parcel good and marketable.

(E) If the Board of Directors shall fail to provide a purchaser as

required in paragraph (D) above, then notwithstanding the disapproval, the continuance of ownership shall be deemed to have been approved and the Association shall furnish a certificate of approval, as provided in paragraph (C) above. Further, the passing of title to the designee of the Board of Directors shall also be accompanied with such a certificate.

(F) The consent given by the Board of Directors in one instance shall not constitute a waiver of the Board's rights provided for in this article. Every donee, devisee or heir shall take subject to this Declaration and the By-Laws of the Association, as well as the provisions of the Condominium Act.

(G) Nothing in this article shall be deemed to reduce, forgive, or abate any amount due the Association from the Unit Owner at the time of his gift or death, nor the assessments attributable to the Condominium Parcel becoming due after the Unit Owner's gift or death, all of which shall be fully due and payable as if the Unit Owner had not conveyed title to the Condominium Parcel, or died.

(H) The provisions of this Article XIV shall in no way be construed as affecting the rights of a prior institutional first mortgagee with a recorded institutional first mortgage on any Unit and interest in Tract "A" and the redemption rights hereinabove set forth shall remain subordinate to any such prior institutional first mortgage. Further, the provisions of this article shall not be applicable to purchasers at foreclosure sales or other judicial sales, to transfer to "institutional first mortgagees", to the Developer, or corporate grantee of all the condominium property, which said grantee shall be considered as Developer as hereinabove set out.

(I) Notwithstanding any provisions hereinabove contained, the provisions of this Article XIV shall not be applicable to The Deltona Corporation, the Developer of the condominium property and said corporation is irrevocably authorized, permitted and empowered to convey by gift, Condominium Parcels to any donee.

(J) Any of the time limitations set forth in this Article XIV may be reasonably extended from time to time by the Board of Directors.

(K) All notice required in the Article XIV shall be deemed received three (3) days after the date of mailing.

XV

INSURANCE

(A) Liability Insurance.

The Board of Directors of the Association shall obtain public liability insurance covering all of the Common Elements and insuring the Association and the Unit Owners as it and their interests appear, in such amounts as the Board of Directors may determine from time to time, provided that the minimum amount of coverage shall be \$300,000.00 - \$500,000.00. Premiums for the payments of such insurance shall be chargeable as Common Expenses to be assessed against and paid by each of the Unit Owners in the proportions set forth and provided for in Article VI. The Association shall not be responsible for purchasing liability insurance to cover accidents occurring within the individual Units.

(B) Hazard Insurance.

(1) Purchase of Insurance. The Association shall at all times obtain and maintain fire, windstorm and extended coverage insurance, and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the condominium property for a minimum of 80% of the full replacement value, together with such other insurance as the Association deems necessary in a company having a triple-A-best rating or better. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the Common Expenses. The Association shall annually make a survey and thereby determine replacement costs for insurance

purposes for all of the then existing improvements for the ensuing year.

(2) **Loss Payable Provisions.** All original copies or certificate copies shall be held by the Association; shall be for the benefit of and payable to the Association, with institutional first mortgagees to be named in the policies as their interest may appear, and certificates of insurance shall be furnished to them.

(3) **Utilization of Insurance Payments.** In the event a loss occurs to any improvement within any of the Units alone, or in the event a loss occurs to improvements within Tract "A" or to improvements within Tract "A" alone, payments under the policies shall be made jointly to the Association and to the institutional holders of mortgages on Condominium Parcels and said proceeds shall be expended or disbursed as follows:

- (a) The officers and employees of the Association handling funds shall be bonded at least to the full extent of the insurance proceeds and other funds on hand, and all payees shall endorse the insurance company check to the Association and the Association will promptly contract for the necessary repairs to the improvements within Tract "A" and within the damaged Units.
- (b) The improvements shall be completely restored and repaired, excepting for the portion thereof which is not covered by said insurance. The Unit Owner of the damaged Unit shall pay for the repair and redecorating of the damaged portion of said Unit which is not covered or compensated for by insurance. The Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and shall disburse the insurance proceeds and other funds in accordance with the progress payments contained in the contract between the Association and the contractor, which construction contract shall be subject to written approval of the institutional mortgagee or mortgagees holding a mortgage or mortgages on any damaged individual Condominium Parcel or Parcels. However, where the condominium has been abandoned, as hereinafter provided for, the insurance proceeds shall be disbursed by the Association to the owners and mortgagees of the individual Condominium Parcels as their interests appear.
- (c) If the net proceeds of insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof if the work has actually been done), the Association shall promptly upon determination of the deficiency, levy, in the proportions provided for in Article VI, a special assessment against all Unit Owners for the deficiency.

Under all circumstances the Association hereby has the authority to act as the agent of all Unit Owners for the purpose of compromising or settling insurance claims for damage to improvements within the Units or any other parts of the condominium property.

XVI

USE AND OCCUPANCY

The owner of a Condominium Parcel shall occupy and use his Unit as a single family private dwelling for himself and the members of his family and social guests and as provided in Article XIII herein and as provided in Article X of the By-Laws and for no other purpose. The Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance on the condominium property, which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises or otherwise; nor shall the Unit Owner commit or permit any nuisance, immoral or illegal act

in or about the condominium property. A Unit Owner shall not keep any pets in or about his Unit or condominium property except parakeets, cats and small canines, the latter weighing not more than eight (8) pounds at maturity, and said cats and canines shall be allowed only if on leash while on the condominium property. No clotheslines or similar devices shall be allowed on any portion of the condominium property by any person, firm or corporation without the written consent of the Board of Directors.

XVII

MAINTENANCE AND ALTERATIONS

(A) The Board of Directors of the Association may enter into a contract with any firm person or corporation for the maintenance and repair of the condominium property and may join with other condominium associations in contracting with the same firm, person or corporation for maintenance and repair.

(B) There shall be no material alterations, exterior door or color changes, or substantial additions to the Common Elements or Limited Common Elements except as the same are authorized by the Board of Directors and ratified by the affirmative vote of seventy-five percent (75%) of the Unit Owners present at any regular or special meeting of the Unit Owners.

(C) Each Unit Owner agrees:

(1) To maintain in good condition and repair his Unit and all interior surfaces within or surrounding his Unit (such as the surfaces of the walls, ceilings, floors), whether or not part of the apartment or Common Elements, and to maintain and repair the fixtures therein and pay for such utilities as are separately metered to his Unit.

(2) Not to make or cause to be made any structural addition or alteration to his Unit, or to the Common Elements, without prior consent of the Board of Directors and all mortgagees holding a mortgage on his Condominium Parcel.

(3) To make no alteration, decoration, repair, replacement, or change to the Common Elements or to any outside or exterior portion of the building, whether within a Unit or part of the Common Elements.

(4) To allow the Board of Directors or the agents or employees of the Association to enter into any Unit for the purpose of maintenance, inspection (inspection shall be at reasonable times), repair, replacement of the improvements within Units or the Common Elements, or to determine in case of emergency circumstances threatening Units or the Common Elements, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.

(5) To show no sign, advertisement, or notice of any type on the Common Elements or his Unit, and erect no exterior antennae and aerials except as consented to by the Board of Directors of the Association.

(D) In the event the owner of the Unit fails to maintain it as required herein, or makes any structural addition or alteration without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in a court of competent jurisdiction for an injunction to seek compliance with the provisions hereof. In lieu thereof, and in addition thereto, the Board of Directors shall have the right to levy an assessment against the owner of a Unit and the Unit for such necessary sums to remove any unauthorized structural addition or alteration and to restore the property to good condition and repair. The Association shall have the further right to have its employees and agents, or any subcontractors appointed by it, enter the Unit at all reasonable times to do such work as is deemed necessary by the Board of Directors of the Association to enforce compliance with the provisions hereof.

(E) The Association shall determine the exterior color scheme of all

buildings and all exteriors and shall be responsible for the maintenance thereof, and no Unit Owner shall paint an exterior wall, door, window, patio, or any exterior surface without the written consent of the Board of Directors.

XVIII

LIMITED COMMON ELEMENTS

(A) There are Limited Common Elements appurtenant to each of the Units in this condominium such as assigned parking facilities. These Limited Common Elements are reserved for the use of the Unit appurtenant thereto to the exclusion of other Units, and there shall pass with a Unit as appurtenant thereto the exclusive right to use the Limited Common Elements so appurtenant. Expense of maintenance and repair relating to the interior surfaces of such Limited Common Elements shall be borne by and assessed against the individual Unit Owner. Any expenses of maintenance, repair or replacements relating to the exterior surfaces of such Limited Common Elements, or involving structural maintenance, repair or replacement, shall be treated and paid for as a part of the Common Expenses of the Association.

(B) Storage space located on the first floor of each Condominium Building shall be assigned by the Developer and/or the Board of Directors to Units on the second floor of the Condominium Building; and such storage space once assigned to said Unit shall thereafter be deemed a Limited Common Element reserved for the use of the Unit to which it was originally assigned.

(C) Parking space in the parking area located on the condominium property shall be assigned by the Developer and/or the Board of Directors of the Association to each Unit; and a parking space once assigned to said Unit shall thereafter be deemed a Limited Common Element reserved for the use of the Unit to which it was originally assigned. Notwithstanding paragraph (A), expenses of maintenance and repair of the parking area shall be provided for in Article XI (A).

XIX

TERMINATION

(A) The condominium shall continue (unless same is terminated by casualty loss or by condemnation) until there is a voluntary termination in the manner provided for in Section 711.16 Florida Statutes, (1971) as amended, as the result of the affirmative vote of 100% of the Unit Owners and further provided that the holders of all liens affecting any of the Condominium Parcels consent thereto. However, at any time when there has been total loss of the Units and improvements on the condominium property and the Unit Owners by a majority vote, vote to terminate the condominium, it shall be terminated provided that the holders of all liens affecting any of the Condominium Parcels consent thereto.

(B) Immediately after the required vote or consent to terminate each and every Unit Owner shall immediately convey by warranty deed to the Association all of said Unit Owner's right, title and interest to his Condominium Parcel(s), provided the Association's officers and employees handling funds have been adequately bonded and the Association or any member shall have a right to enforce such conveyance by seeking specific performance in a civil court.

(C) The Board of Directors shall then sell all of the property at public sale upon terms approved in writing by all of the Unit Owners at public or private sale upon terms approved in writing by all of the institutional first mortgagees. Upon the sale of said property, the costs, fees and charges for effecting said sale, the cost of liquidation and dissolution of the Association, and all obligations incurred by the Association in connection with the management and operation of the property up to and including the time when distribution is made to the Unit Owners, shall be paid out of the proceeds of said sale, and the remaining balance (hereinafter referred to as "net proceeds of sale") shall be distributed to the Unit Owners in the manner now about to be set forth.

(D) The distributive share of each Unit Owner in the net proceeds of sale, though subject to the provisions hereinafter contained, shall be determined by multiplying the net proceeds of the sale by a fraction in which the numerator will be the amount originally paid by the Unit Owner to the Developer for his Condominium Parcel or in regard to Unit G-1 the amount so paid to the Association, and the denominator will be the aggregate of the amount originally paid to the Developer for the eighty-three (83) Condominium Parcels plus any amount that may be paid to the Association for any future sale of Unit G-1. When the Developer has sold the eighty-three (83) Condominium Parcels, Developer will file a schedule with the Association showing the fractional portion allocable to each Unit Owner as provided for by the provisions of this paragraph (D). The provisions hereinabove and hereinafter contained for determining the distributive share of each Unit Owner will prevail over the provisions of Article VI.

(E) Upon the determination of each Unit Owner's share, as above provided for, the Association shall pay out of each Unit Owner's share all mortgages and other liens encumbering said Condominium Parcel in accordance with their priority and upon such payments being made, all mortgagees and lienors shall execute and record satisfactions or releases of their liens against said Condominium Parcel or Parcels, regardless of whether the same are paid in full. Thereupon, the Board of Directors shall proceed to liquidate and dissolve the Association, and distribute the remaining portion of each distributive share, if any, to the Unit Owner or Owners entitled thereto. If more than one person has any interest in a Condominium Parcel, the Association shall pay the remaining distributive share allocable to said Condominium Parcel to the various Owners of such Parcel, excepting that if there is a dispute as to the validity, priority or amount of mortgages or liens encumbering a Condominium Parcel, then payment shall be made to the Owner and/or Owners of such Parcel and to the Owners and holders of the mortgages and liens encumbering said Parcel.

(F) As evidence of the members' resolution to abandon passed by the required vote or written consent of the members, the President and Secretary of the Association shall effect and place in the Public Records of St. Johns County, Florida, an affidavit stating that such resolution was properly passed or approved by the members and also shall record the written consents, if any, of institutional first mortgagees to such abandonment.

(G) After such an affidavit has been recorded and all Owners have conveyed their interest in the Condominium Parcel to the Association to the purchaser, the title to said property thereafter shall be free and clear from all restrictions, reservations, covenants, conditions and easements set forth in this Declaration and the purchaser and subsequent grantees of any of said property shall receive title to said lands free and clear thereof.

XX

MISCELLANEOUS PROVISIONS

(A) The "Common Elements" shall remain undivided and no Owner shall bring any action for partition, so long as the structure in question shall be utilized as a residential, non-profit, condominium apartment building.

(B) The Owners of the respective Units agree that if any portion of a Unit or Common Element or Limited Common Element encroaches upon another, a valid easement for the encroachment and the maintenance of same, so long as it stands, shall and does exist. In the event the multi-family structure is partially or totally destroyed, and then rebuilt, the Owners of the Condominium Parcels agree that encroachments of parts of the Common Elements or Limited Common Elements or Units, as aforesaid, due to construction, shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist.

(C) That no Unit Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use and enjoyment of any of the Common Elements, or by the abandonment of his Unit.

(D) The Unit Owners shall return the Condominium Parcel for the

purpose of ad valorem taxes with the Tax Assessor of St. Johns County, Florida, or such other future legally authorized governmental officer or authority having jurisdiction over the same. Nothing herein contained shall be construed, however, as giving to any Unit Owner the right of contribution or any right of adjustment against any other Unit Owner on account of any deviation by the taxing authorities for the valuations herein prescribed, and each Unit Owner shall pay such ad valorem taxes and special assessments as are separately assessed against his Condominium Parcel.

For purposes of ad valorem taxation, the interest of the Owner of a Condominium Parcel in his Unit and in the Common Elements shall be considered as a Unit. The value of said Unit shall be the fractional portion of the value of the entire condominium, including land and improvements, as has been assigned to said Unit in Article XIX (D) hereof.

(E) Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Developer (THE DELTONA CORPORATION) or the Board of Directors of the Association, from removing or authorizing the removal of any party wall between any Units in order that the said Units might be used together as one integral unit. In such event, all assessments, voting rights and the share of Common Elements shall be calculated as if such Units were as originally designated on the exhibits attached to this Declaration, notwithstanding the fact that several Units are used as one, to the intent and purpose that the Unit Owner of such "combined" Units shall be treated as the Unit Owner of as many Units as have been so combined.

(F) If any provision of this Declaration, or of the By-Laws attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of this Declaration, the By-Laws attached hereto, or the Condominium Act, and of the application of any such provisions, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby.

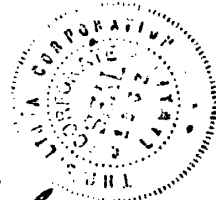
(G) Whenever notices are required to be sent hereunder, the same shall be sent to the Unit Owners by certified mail at their place of residence in the Condominium Building unless the Unit Owner has by written notice, duly receipted for, specified a different address. Notices to the Association shall be delivered by certified mail at the principal office of the Association at 455 Domenico Circle, St. Augustine Shores, Florida. Notices to the Developer, THE DELTONA CORPORATION, shall be mailed to it by certified mail at 3250 S. W. Third Avenue, Miami, Florida 33129. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

(H) The Remedy for Violation provided for by Chapter 711.23, Florida Statutes, 1971, shall be in full force and effect. In addition thereto, should the Association find it necessary to bring court action to bring about the compliance with the law, this Declaration and the By-Laws, upon a finding by the court that the violation complained of is willful, the Unit Owner so violating shall reimburse the Association for reasonable attorney fees incurred by it in bringing such action, as determined by the court, together with court costs.

(I) Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and plural shall include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium.

IN WITNESS WHEREOF, THE DELTONA CORPORATION has caused these presents to be signed in its name by its Executive Vice President and its corporate seal

affixed, attested by its Secretary, this 20th day of June 1974.



THE DELTONA CORPORATION

By: Neil E. Bahr
Neil E. Bahr, Executive Vice President

Attest: William L. Earl
William L. Earl, Secretary

Signed, sealed and delivered
in the presence of:

[Signature]
[Signature]

STATE OF FLORIDA)
) SS.
COUNTY OF DADE)

BEFORE ME personally appeared NEIL E. BAHR and WILLIAM L. EARL, known to me to be the individuals described in and who executed the foregoing instrument as Executive Vice President and Secretary of the above named THE DELTONA CORPORATION, a Delaware corporation, authorized to transact business in the State of Florida, and severally acknowledged to and before me that they executed such instrument as such Executive Vice President and Secretary, respectively, of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 20th day of June, 1974.

Marsha D. Rogers
Notary Public, State of Florida at Large



My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES MAR. 1, 1976
BONDED WITH CAPITAL INSURANCE UNDERWRITERS