

# OLD SAN JOSE ON THE RIVER

DECLARATION OF CONDOMINIUM  
FOR  
OLD SAN JOSE ON THE RIVER  
COACH HOUSE CONDOMINIUM

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**DECLARATION OF CONDOMINIUM  
FOR  
OLD SAN JOSE ON THE RIVER  
COACH HOUSE CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM FOR OLD SAN JOSE ON THE RIVER COACH HOUSE CONDOMINIUM (“Declaration”), is made as of the 10th day of May, 2011, by CCS-Old San Jose, LLC, a Colorado limited liability company (“Developer”).

**RECITALS**

- A. The Developer is the owner of the real property located in Duval County, Florida more particularly described on the attached **Exhibit A**.
- B. The Developer is developing the Condominium (as defined below) on the real property described on the attached **Exhibit A**.
- C. To create the Condominium, to protect the beauty of the Condominium, to assure its continued maintenance as a residential condominium of the highest quality and to promote the well-being of all Owners of Units within the Condominium, the Developer hereby subjects the real property described in the attached **Exhibit A** to the provisions, restrictions, reservations, covenants, conditions and easements set forth in this Declaration.

**STATEMENT SUBMITTING PROPERTY TO  
CONDOMINIUM OWNERSHIP**

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

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

**ARTICLE I  
DEFINITIONS**

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

1.1 “Agency” means any agency or corporation such as the U.S. Department of Housing and Urban Development (“HUD”), U.S. Veterans’ Administration (“VA”), Federal National

Mortgage Association (“FNMA”) or Federal Home Loan Mortgage Corporation (“FHLMC”) that purchases or insures residential mortgages.

1.2 “Articles” means the Articles of Incorporation of the Association, a copy of which are attached hereto as **Exhibit B**, as amended from time to time.

1.3 “Assessment” means each Owner’s share of the amount required for the payment of the Common Expenses. An Assessment may be either general or special as follows:

(a) “General Assessment” means the amount charged to each Owner to meet the Association’s annual budgeted expenses as described in Section 9.2 below.

(b) “Special Assessment” means the amount that may be charged to each Owner for capital improvements or emergency expenses in accordance with the provisions of Section 9.3 below.

1.4 “Association” means the Old San Jose on the River Coach House Condominium Association, Inc., a Florida nonprofit corporation, its successors and assigns. The Association, whose members are the Owners, is responsible for maintaining the Condominium and enforcing the Declaration, including the maintenance, operation and repair of all Common Elements (except as otherwise stated herein) including to the extent applicable, any Surface Water or Stormwater Management System, now or hereafter located on or about the Property.

1.5 “Board” means the Board of Directors of the Association.

1.6 “Building(s)” means the structures on the Property in which the Units are located.

1.7 “Bylaws” means the Bylaws of the Association, a copy of which is attached hereto as **Exhibit D**, as amended from time to time.

1.8 “Common Elements” means all of the Property except the Units, including, but not limited to:

(a) All conduits, ducts, plumbing, wiring, utility areas, installations, apparatus and services which serve more than one Unit and all such facilities which serve the Common Elements, along with all necessary easements;

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

(c) All driveways, entranceways and all other means of egress and ingress within and across the Property;

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

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

Common Elements consist of both General Common Elements and Limited Common Elements.

1.9 "Common Expenses" means:

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

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

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

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

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

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

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

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

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

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

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

1.14 "Condominium Plat" means the condominium drawings required by Section 718.104 of the Condominium Act and attached hereto as Exhibit C, as amended from time to time.

1.15 "Declaration" means this Declaration of Condominium for Old San Jose on the River Coach House Condominium, as amended from time to time.

1.16 “Developer” means CCS-Old San Jose, LLC, a Colorado limited liability company, its successors and assigns.

1.17 “First Mortgage” means a bona fide first mortgage encumbering a Unit as security for the performance of an obligation, which is held by a First Mortgagee.

1.18 “First Mortgagee” means a bank, savings and loan association, insurance company, credit union, real estate or mortgage investment trust pension fund, any Agency, or any other lender generally recognized as an institutional lender, or the Developer, holding a First Mortgage.

1.19 “General Common Elements” means all tangible physical properties of the Property except the Limited Common Elements and the Units.

1.20 “Individual Unit Charge” means the cost associated with a particular Unit, as designated throughout the Declaration. An Individual Unit Charge is not a Common Expense and therefore is not collectible as an Assessment. Individual Unit Charges are payable by the responsible Owner as provided herein.

1.21 “Limited Common Element” means those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units and as shown on the Condominium Plat or otherwise specified in the Declaration. Some examples of potential Limited Common Elements on the Property are as follows:

(a) Terraces, Balconies, Lanais, Porches. Any terrace, balcony, lanai or porch (and all improvements thereto) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common Element of such Unit(s).

(b) Driveways. Each “Driveway” located in front of a Unit’s garage shall be a Limited Common Element allocated to such Unit. Driveways are shown in more detail on the Condominium Plat attached hereto.

(c) Sidewalks. Each “Sidewalk” providing access to a Unit(s) shall be a Limited Common Element allocated to such Unit(s). Sidewalks are shown in more detail on the Condominium Plat attached hereto.

(d) Miscellaneous Areas, Equipment. Any fixtures or equipment (e.g., an air conditioning compressor or hot water heater) serving more than one Unit, but less than all Units, shall be a Limited Common Element assigned to such Units. Any area (e.g., a closet or ground slab) upon/within which any such fixtures or equipment are located shall be Limited Common Elements to the Unit(s) assigned said fixtures or equipment. The maintenance (and costs related thereto) of any such fixtures and/or equipment and/or areas so assigned shall be the sole responsibility of the Owner(s) of the Unit(s) to which it is assigned.

(e) Other. Any other portion of the Common Elements which, by its nature, cannot, or is not intended to, serve all Units but serves one Unit or more than one Unit (i.e., any hallway and/or elevator landing serving a single Unit or more than one Unit) shall be deemed a Limited

Common Element of the Unit(s) served and shall be maintained by the Association unless otherwise provided for in this Declaration. In the event of any doubt or dispute as to whether any portion of the Common Elements constitutes a Limited Common Element, or in the event of any question as to which Units are served thereby, a decision shall be made by a majority vote of the Board and shall be binding and conclusive when so made.

1.22 "Master Association" means the Old San Jose on the River Master Association, Inc., a Florida nonprofit corporation, its successors and assigns. The Master Association, whose members are the owners of the condominium units, townhomes and single-family lots which may be located within the Old San Jose on the River community, is responsible for maintaining the property owned by the Master Association and enforcing the provisions of the Master Declaration.

1.23 "Master Declaration" means the Master Declaration of Charter, Easements, Covenants and Restrictions for Old San Jose on the River recorded coincident herewith in the Public Records of Duval County, Florida, as amended from time to time.

1.24 "Member" means every Owner that holds membership in the Association by virtue of ownership of a Unit as provided in Article V below.

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

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

1.27 "Rules and Regulations" means the rules and regulations adopted from time to time by the Board.

1.28 "Unit" means a condominium unit in the Condominium as defined by the Condominium Act and shown on the attached Exhibit C, subject to the following boundary descriptions:

(a) Upper Boundaries. The upper boundary of each Unit shall be the interior surface of the ceiling at the highest level of each Unit.

(b) Lower Boundaries. The lower boundary of each Unit shall be the exterior surface of the floor at the lowest level of the Unit.

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

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

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

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

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

**ARTICLE II  
DESCRIPTION OF CONDOMINIUM**

2.1 Name. The name of this Condominium shall be Old San Jose on the River Coach House Condominium.

2.2 Description of Condominium Property. A legal description of the real property portion of the Property is attached hereto as Exhibit A. A copy of the Condominium Plat is attached hereto as Exhibit C.

**ARTICLE III  
UNITS AND APPURTENANCES**

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

3.2 Identification. The Units are identified by number in accordance with the Condominium Plat attached hereto as Exhibit C.

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

(a) Common Elements, Common Surplus and Common Expenses. Each Unit shall have an undivided interest in the Common Elements and the Common Surplus, and shall bear a portion of the Common Expenses, equal to the fractions set out in the attached Exhibit E which are based on the interior floor area that a Unit bears to the interior floor area of all Units, and the square footages and percentages set forth on Exhibit E shall be conclusively determinative thereof.

(b) Restraint upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated therefrom (except as otherwise provided herein) and shall pass with the title to the Unit whether or not separately described. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Property, or any part thereof, shall lie except as provided herein with respect to termination of the Condominium.

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

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

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

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

(b) Utility and Other Services; Drainage. Easements are reserved under, through and over the Property as may be required from time to time for utility, cable television, communications and monitoring systems, life safety systems, digital and/or satellite systems, broadband communications and other services and drainage in order to serve the Condominium

and/or Owners. An Owner shall do nothing within or outside their Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications, monitoring systems, life safety systems, digital and/or satellite systems, broadband communications or other service or drainage facilities or the use of these easements. The Association shall have a right of access to each Unit to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications, life safety systems, digital and/or satellite systems, broadband communications and similar systems, hot water heaters, service and drainage facilities, and Common Elements contained in the Unit or elsewhere in the Property, and to remove any improvements interfering with or impairing such facilities or easements herein reserved; *provided, however*, such right of access, except in the event of an emergency, shall not unreasonably interfere with an Owner's permitted use of their Unit, and except in the event of an emergency, entry shall be made with not less than one days' notice (which notice shall not be required if the Owner is absent when the giving of notice is attempted).

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

(d) Ingress and Egress. A non-exclusive easement in favor of each Owner and resident, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use by the Board; and for vehicular and pedestrian traffic over, through and across, and parking on, such portions of the Common Elements as from time to time may be paved and intended for such purposes. None of the easements specified in this Section 3.4(d) shall be encumbered by any leasehold or lien other than those liens placed on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Owners and the Association with respect to such easements.

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

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

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

#### **ARTICLE IV COMMON ELEMENTS AND LIMITED COMMON ELEMENTS**

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

4.2 Conveyance; Dedication; Assignment. Any part of the Common Elements may be dedicated to the public by the Association or otherwise conveyed, to the extent allowed by law, upon consent in writing of Owners representing seventy-five percent of the votes in the Association. The Association, acting through the Board and without the necessity of further consent or approval from any Owner shall have the right to give reasonable easements over, under, across or through the Common Elements for utilities or other reasonable purposes.

4.3 Maintenance of Common Elements and Management Contracts. The Association shall be responsible for the management, control and improvement of the Common Elements, other than those Limited Common Elements which are to be maintained by the Owners, and shall keep the Common Elements attractive, clean and in good repair. The Association may contract with the Developer or any other party for the performance of all or any portion of the management of the Association and the Association's maintenance and repair obligations. The cost of the contract shall be included within the General Assessment, Special Assessment or Individual Unit Charge, as applicable. The Association also may, but is not obligated to, act as agent for an Owner if so requested by that Owner, to contract for routine maintenance and other services not required to be provided by the Association, the cost of which would be charged to that Owner as an Individual Unit Charge. The terms and conditions of all such contracts shall be at the discretion of the Board. An Owner's obligation to maintain Limited Common Elements is detailed in Section 7.1 below.

4.4 Capital Improvements; Additional Common Elements. The Association may make capital improvements to the Common Elements, may purchase additional property to be added to the Common Elements and may modify the uses of the Common Elements. Expenses for substantial capital improvements must be approved by the Owners in accordance with Section 8.6 below.

4.5 Damage or Destruction of Common Elements by an Owner. If any Owner or any guests, tenants, licensees, agents, contractors, employees or members of the Owner or their family damages any of the Common Elements as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. The cost of such repair shall be the responsibility of such Owner and shall become an Individual Unit Charge payable by such Owner.

## ARTICLE V ASSOCIATION

The Association is responsible for maintaining the Common Elements and enforcing the terms of this Declaration. While the Developer will initially control the Board as described in Section 5.3 below, the Owners themselves will be responsible for the continuation of the Condominium through their participation in the Association.

The Articles and Bylaws of the Association which create the Association as a nonprofit corporation and provide certain procedures for its corporate organization are attached hereto as Exhibit B and Exhibit D.

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

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

5.3 Board of Directors of the Association.

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

(b) Election. Owners other than the Developer shall be entitled to elect no less than one-third of the members of the Board when Owners other than the Developer own fifteen percent of the Units. Owners other than the Developer shall be entitled to elect no less than a majority of the Board upon the earliest to occur of the following:

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

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

(iii) When all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

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

(v) When the Developer files a petition seeking protection in bankruptcy;

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

(v) Seven years after recordation of this Declaration.

The Developer is entitled to elect at least one member of the Board as long as the Developer holds for sale in the ordinary course of business at least five percent of the Units operated by the Association.

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

5.5 Association Mergers.

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

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

5.6 Liability. The Association shall not be liable for injury or damage to person or property caused by (a) the elements or by the Owner of any Unit or any other person, (b) any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements, (c) any latent condition of the Property, or (d) defects in the design or workmanship or other reason

connected with any additions, alterations or improvements or other activities done by or on behalf of any Owner(s). No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

#### 5.7 Right of Action.

(a) Each Owner hereby acknowledges and agrees that the Association or an affected Owner(s) may institute any legal action based upon an alleged defect in any Unit or the Common Elements, or any damage allegedly sustained by any Owner by reason thereof. Actions for damages and/or injunctive relief for failure to comply with Florida Statutes, this Declaration, the Articles and/or Bylaws, may be brought by the Association or by an Owner against the Association, an Owner, directors designated by the Developer for actions taken by them prior to the time control of the Association is assumed by Owners other than the Developer, or any director who willfully and knowingly falls to comply with these provisions.

(b) Prior to taking any action other than those specified in Section 5.7(a) above, Owners shall be obligated to adhere to and abide by the following procedure in the case of any complaint an Owner may have against the Association or the Developer. Any complaint by an Owner concerning the maintenance, operation, repair or replacement of the Condominium or any portion thereof, including the Owner's Unit, shall be presented in writing to the Board or to the Developer if the complaint is directed to the Developer. Within thirty days after such complaint is presented to the Board or to the Developer as the case may be, a representative of the Board (who shall be the manager of the Association if one has been appointed) or of the Developer, shall meet with the Owner for the purpose of resolving such complaint. If the complaint is not resolved at such meeting then the Board's or the Developer's representative, or the Owner instituting the action, may elect to have a second meeting. In such event, the parties shall arrange for a second meeting to be held within fifteen days after the first meeting. Unless otherwise mutually agreed, such meetings shall be held at the Condominium at a place selected by the Board or the Developer. If the complaint is not resolved at the first meeting and neither of the parties elects to have a second meeting, or if a second meeting is held and the complaint is not resolved at such meeting, then in either event the complaining Owner shall be deemed to have complied with the provisions of this Section 5.7(b).

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

5.9 Master Association. This Condominium is established as a sub-association under the Master Association in accordance with the terms of the Master Declaration. The Property shall be subject to both this Declaration and the Master Declaration. Each Owner shall be a member of both the Association and the Master Association.

**ARTICLE VI  
DECISION MAKING**

Most day-to-day decisions regarding the maintenance of the Condominium and enforcement of this Declaration are the responsibility of the Board acting on behalf of the Owners. For those decisions requiring Owner approval the Association meeting provides a public opportunity for discussion.

**6.1 Association Meetings.**

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

Conveyance or Dedication of Common Elements	Section 4.2
Election of the Board	Section 5.3
Spending Reserve Funds other than as Designated	Section 8.3
Ratification of Substantial Capital Improvements	Section 8.6
Repeal of Rules and Regulations	Section 11.3
Amendments to the Declaration	Section 12.1
Termination of the Declaration	Section 13.1

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

**6.2 Board Meetings.**

(a) Board's Responsibility. Except as specifically provided in this Article VI or elsewhere in this Declaration, the Board shall have the authority to act on behalf of the Association and to make all decisions necessary for the operation of the Association, including, but not limited to, the enforcement of this Declaration and the care of the Common Elements.

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

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

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

**ARTICLE VII  
MAINTENANCE, REPAIR AND ALTERATION**

7.1 Maintenance and Repair.

(a) Association. The Association shall maintain, repair and replace as necessary all parts of the Common Elements (including Limited Common Elements which serve more than one Unit unless otherwise specified herein), and any other part of the Condominium which the Board determines shall be maintained, repaired or replaced by the Association in accordance with uniform policies adopted by the Board. The Association acting through the Board or any property manager engaged by the Association ("Manager"), their agents and employees, will be allowed entry into any Unit during reasonable hours with reasonable notice to the Owner for the purpose of maintenance, inspection, repair, and replacement of the Common Elements or any portion of the improvements within the Units to be maintained by the Association, or to determine compliance with the provisions of this Declaration and the Bylaws, or at any time in case of emergency circumstances threatening Units or the Common Elements. The liability for any damage done by the Board or any Manager, their agents or employees, will be assessed against the party which had the obligation and responsibility for the maintenance and repair, unless such damage is created by the gross negligence or willful misconduct of the Board or any Manager, their agents or employees, in which event the costs related to such damage shall be the responsibility of the party causing the damage.

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

(b) Owners. Each Owner shall keep all parts of their Unit and the Limited Common Elements serving only their Unit in good order and free from debris or hazards. The obligation to maintain and repair any air conditioning equipment, plumbing or electrical fixtures or other items of property which service a particular Unit (to the exclusion of all other Units) shall be the responsibility of the applicable Owner, and not the Association, without regard to whether such items are included within the boundaries of the Unit. Owners shall maintain, repair and replace as necessary all parts of the Owner's Unit and any Limited Common Elements appurtenant thereto (except any portion to be maintained by the Association) including (i) any balcony, terrace, lanai or porch serving the Unit, (ii) any Driveway or Sidewalk serving the Unit, (iii) the tile or floor surface of any balcony, terrace, lanai or porch serving the Unit, (iv) the garage floor and garage door mechanism related to the garage that is a part of the Unit, and (v) all surfaces and parts of doors or windows, including glass, locks, hinges or other mechanisms. Each Owner shall be responsible for any damage to any other Unit or the Common Elements caused by their failure to so maintain their Unit or Limited Common Element(s) in accordance with the provisions of this Article VII. Each Owner shall promptly report to the Association any

defects or necessary repairs for which the Association is responsible.

(c) Owner's Failure To Maintain. In the event an Owner fails to maintain their Unit as required herein, or makes any alterations or additions to their Unit or any Limited Common Element without the consent required herein, or otherwise violates the provisions of this Declaration relevant to maintenance, alteration and repair, the Association will have the right to levy a charge against such Owner and the Unit (or a group of Owners and Units), for such necessary sums to remove any unauthorized addition or alteration and to restore the property to good condition and repair. The Association will have the further right to have its employees or agents or any subcontractors appointed by them enter a Unit at all reasonable times to do such work as is deemed necessary by the Board to enforce compliance with the provisions hereof.

7.2 Alterations of and Improvements to Units and Common Elements. Except for the reserved rights of the Developer as provided herein, neither an Owner nor the Association will make any alterations, improvements, or additions to the Units or Common Elements, including, but not limited to, Limited Common Elements, except in compliance with the following conditions:

(a) Developer's Right To Alter. Notwithstanding any other provision of this Declaration to the contrary, the Developer shall have the right, without the vote or consent of the Board or Owners, to: (i) make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary or extraordinary, in, to and upon any Unit owned by it, and the Limited Common Elements appurtenant thereto; (ii) change the layout or number of rooms in any Developer-owned Unit; and (iii) change the size and/or number of Developer-owned Units by combining separate Developer-owned Units into a single Unit, dividing any such combined Units, or otherwise. Any amendments to this Declaration or the Condominium Plat required by actions taken pursuant to this Section 7.2(a) may be effected by the Developer alone without the consent of any other person; *provided, however*, if any such amendment shall 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 shares the Common Expenses and owns the Common Surplus, the execution of the amendment to the Declaration effecting such change must be joined in by the Owner of the Unit, all owners of liens on the Unit, and at least a majority of the total voting interests in the Association. The provisions of this Section 7.2(a) may not be added to, amended or deleted unless by, or with the prior written consent of, the Developer.

In addition to the foregoing, the Developer has the unilateral right to (i) relocate and alter Common Elements adjacent to Units, incorporating portions of such Common Elements into altered Units, and creating additional Common Elements from portions of such altered Units provided that such relocation and alteration does not materially or adversely affect the ordinary use of Units owned by Owners other than the Developer, and (ii) at reasonable hours and with reasonable notice to an Owner, enter upon any Unit to obtain access to, install, repair, maintain, or replace pipes, ducts, vents, wires, conduits, equipment, or fixtures running through any exterior or interior wall, ceiling, or floor for the furnishing of utility or communication services, heating and cooling, or ventilation to other Units, the Common Elements, or to the Limited Common Elements, provided that the Developer will conduct its installation and repair activities

hereunder so as to minimize interference with an Owner's use of their Unit and will promptly restore the interior portion of Units owned by Owners other than the Developer.

(b) Owner's Right To Alter. In addition to the provisions of this Article VII, any alterations or improvements made by an Owner will be subject to the provisions of the Master Declaration.

(i) No Owner shall have any right to make any additions, alteration or improvements in or to the Common Elements, including any Limited Common Elements. No Owner shall have any right to make any additions, alteration or improvements in or to their Unit without the prior written consent of the Board; *provided, however*, no such addition, alteration or improvement shall expand, enlarge or relocate the boundaries of a Unit. The Board will have the obligation to answer any written request by an Owner for approval of such an addition, alteration or improvement to their Unit within fifteen days after such request and all additional information requested by the Board is received, and the failure of the Board to answer any such request within the stipulated time will constitute the Board's consent to the addition, alteration or improvement. Any proposed additions, alterations and improvements by Owners will be made in compliance with (1) all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, (2) contractor conduct rules which may be promulgated from time to time by the Association, and (3) any other conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection, or otherwise. The Board will have the right, in its sole discretion, to consult with architects or engineers with respect to the proposed additions, alterations or improvements and to designate a list of approved architects or engineers who must be employed by Owners in designing and installing any mechanical, electrical and plumbing alterations or improvements. The cost of such professional services will be assessed to the Owner. An Owner making or causing to be made any such additions, alterations or improvements agrees, and will be deemed to have agreed, for itself and its heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and all other Owners harmless from any liability or damage to the Property and expenses arising therefrom, and will be solely responsible for the maintenance, repair and insurance thereof from and after the date of installation or construction as may be required by the Association, subject to the Board's right to perform appropriate maintenance upon the failure of the Owner to do so as provided in Section 7.1 above. The provisions of this Section 7.2(b)(i) shall not apply to the redecoration of a Unit's interior.

(ii) Notwithstanding the provisions of Section 7.2(b)(i) above, an Owner(s) will have the right to combine Units (or divide Units previously combined) owned by such Owner(s) as long as the Unit's share of the Common Expenses, ownership of the Common Surplus, and voting rights appurtenant to the Unit after the combination (or division) will equal in total the share of the Common Expenses, ownership of the Common Surplus, and voting rights applicable to the Units combined (or divided) prior to the combination (or division). Any such combination (or division) will require the written consent of the Board, which will not be unreasonably withheld, and will be in compliance with all governmental laws, ordinances and regulations. The cost of any combination or division will be the responsibility of the Owner(s) of the Unit(s) combined or divided. Any such combination or division will become effective upon the recording of an amendment to this Declaration executed by the Owner(s) of the Unit(s)

combined or divided and the Association. Such amendment will include the floor plans of the Unit(s) as combined or divided and the consent of any First Mortgagee. The provisions of this Section 7.2(b)(i) are subject to the terms of Section 718.110(4) of the Condominium Act.

(iii) The design, type, location, size, color and intensity of all exterior lights shall be subject to the provisions of Section 7.2(b)(i) above.

(iv) If an Owner carries out a renovation which substitutes the original finish floor delivered with the finished Unit, it shall be the Owner's responsibility to insure the new floor/ceiling assembly meets or exceeds the acoustical performance of the original assembly for the Impact Isolation Class and Sound Transmission Class as defined by the American Society of Testing Materials (ASTM). A written review by a National Council of Acoustical Consultants (NCAC) member firm shall be submitted to the Association detailing the measures needed to address acoustical deficiencies caused by the renovation. All costs related to this process shall be the Owner's responsibility. Further, no significant modifications to the ceiling are allowed which may compromise the acoustical noise insulation of the ceiling. Recessed lighting, soffits, suspended lofts, etc can comprise the assembly. The Owner may petition the Board for a waiver in which event, the same review process stated above is required for approval of the waiver.

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

(c) Association's Right to Alter. Additions, alterations or improvements to the Common Elements, or any part thereof, costing in the aggregate six percent or less of the then applicable annual budget of the Association may be made by the Board without approval of the Owners. If the cost exceeds six percent, then a majority of voting interests at a meeting where a quorum has been attained must approve the expense.

**7.3 Hurricane Shutters.** The Association may adopt hurricane shutter specifications for the Buildings which may include color, style, and other factors deemed relevant by the Association, and which comply with the applicable building codes. The Association may, subject to the approval of Owners owning a majority of the voting interests in the Association and Section 718.3026 of the Condominium Act, install hurricane shutters and maintain, repair or replace the same, whether on or within the Units, Common Elements or Limited Common Elements. The Association may operate the hurricane shutters without permission of the Owners only where such operation is necessary to preserve and protect the Condominium. The installation, replacement, operation, repair, and maintenance of such shutters will not be deemed a material

alteration to the Common Elements within the meaning of the Condominium Act.

#### 7.4 Surface Water and Stormwater Management.

(a) Blanket Easement. The plan for the development of the Condominium includes the construction of a Stormwater Management System, which may include, without limitation, retention lakes, swales, conduits, weirs, pipes, pumps, and berms across the Property. The Developer hereby reserves for itself, its successors and assigns, and grants to the Association and its designees, and to the Owners, from time to time, a perpetual, nonexclusive easement over and across the Common Elements for the drainage of stormwater from the Condominium.

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

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

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

NEITHER THE DEVELOPER, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR

MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

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

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

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

**ARTICLE VIII  
ASSOCIATION BUDGET**

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

8.1 Fiscal Year. Except for the first year of the Association which shall begin on the date the Association is organized and shall end on December 31 of that year, the fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Board selects a different fiscal year.

8.2 Budget Items. The budget shall estimate the Common Expenses to be incurred by the Association during the fiscal year. The budget shall also include reasonable amounts, as determined by the Board, for working capital for the Association and for reserves (except as described in Section 8.3 below).

8.3 Reserves. In accordance with Section 718.112(2)(f)(2), Developer may vote to waive the reserves or reduce the funding of reserves for the first two fiscal years of the Association's operation, beginning with the fiscal year in which this Declaration is recorded, after which time reserves may be waived or reduced only upon the vote of all non-Developer voting interests voting in person or by proxy at a duly called meeting of the Association. After turnover of the Board to the Owners, Developer may vote its voting interest to waive or reduce the funding of reserves. Except as otherwise provided in the foregoing sentence, the Association shall build up and maintain reserves for working capital, contingencies and replacement of the Common Elements, which amounts shall be included in the budget and collected as part of the General Assessment. Extraordinary expenses not originally included in the budget which may become necessary during the year shall be charged first against such reserves. Use of these funds shall be for authorized reserve expenditures or other uses which are approved in advance by a majority vote of Owners in accordance with the Condominium Act. If the reserves are inadequate for any reason, including nonpayment of any Owner's Assessment, the Board may at any time levy a Special Assessment in accordance with the provisions of Section 9.3 below.

8.4 Preparation and Approval of Annual Budget.

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

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

(c) Approval. If General Assessments are to exceed one hundred fifteen percent of the previous year's General Assessments and at least ten percent of the Owners request a special meeting to consider a substitute budget within twenty-one days after the budget is delivered to the Owners, the Board shall call a special meeting to present the budget and to answer any questions. At the special meeting, Owners may consider and adopt a substitute budget. If there is not a quorum at the special meeting or a substitute budget is not adopted by a majority of the voting interests of the Association, then the budget as originally adopted by the Board becomes effective.

8.5 Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year, or failure to review the budget when required under Section 8.4(c), shall not waive or release an Owner's obligation to pay General Assessments whenever the amount of such General Assessments is finally determined. In the absence of an annual Association budget each Owner shall continue to pay the General Assessments at the rate established for the previous fiscal period until notified otherwise.

8.6 Capital Improvements. Owners must ratify substantial capital improvements to the Common Elements approved by the Board as follows:

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

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

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

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

**ARTICLE IX  
COVENANTS FOR MAINTENANCE ASSESSMENTS**

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

9.1 Obligation for Assessments. Each Unit is subject to Assessments by the Association for the improvement, maintenance and operation of the Condominium, including the management and administration of the Association and other Common Expenses as set forth in this Declaration. Except as otherwise provided in Section 9.8 below, each Owner (including the Developer) hereby agrees to pay to the Association the following (to be known collectively as "Assessments"):

- (a) General Assessments for expenses included in the budget, and
- (b) Special Assessments for the purposes provided in this Declaration,

each together with (i) a late fee and interest, not to exceed the greater of Twenty-Five and No/100 Dollars or five percent of each installment which is delinquent, and (ii) costs of collection when delinquent, including reasonable attorneys' fees whether or not suit is brought.

9.2 General Assessments.

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

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

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

(a) Capital Improvements. Any capital improvement which has been approved in accordance with Section 8.6 above, or any capital improvement not required to be approved by the Owners, may be paid by Special Assessment.

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

Special Assessments may be levied by the Board, with approval of a majority vote of Owners at a duly called meeting at which a quorum is present, in any fiscal year where the Special Assessment is applicable to that year and succeeding years, but in no event more than the next four succeeding years.

9.4 Individual Unit Charges. In addition to the Assessments authorized above, the Association may levy an Individual Unit Charge against a particular Unit for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the specific Unit or other special services to such Unit or any other charges designated in this Declaration as an Individual Unit Charge. Unless otherwise expressly provided by the Board, an Owner shall pay an Individual Unit Charge charged against such Owner's Unit on or before the first day of the month immediately following the month in which the same is charged. Each Owner, by acceptance of a deed or other transfer document, whether or not it shall be expressed in such deed or transfer document, is deemed to covenant and agree to pay the Association any Individual Unit Charges levied against such Owner's Unit.

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

9.6 Effect of Nonpayment of Assessment; Remedies.

(a) Late Fees; Interest. Any Assessment or Individual Unit Charge not paid within five days after the due date shall bear interest at the highest rate allowed by law or at such lower rate as determined by the Board. The Association may charge an administrative late fee in addition to such interest in an amount not to exceed the greater of Twenty-Five and No/100 Dollars or five percent of each Assessment installment that is late. Nothing in this Section 9.6(a) shall preclude the right of the Association to accelerate Assessments of an Owner delinquent in payment of Common Expenses. Accelerated Assessments shall be due and payable on the date a claim of lien is filed by the Association. Such accelerated Assessments shall include the amounts due for the remainder of the budget year in which the claim of lien is filed.

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

(c) Lien. The Association has a lien on each Unit to secure the payment of a Unit Obligation. This lien shall be in favor of the Association and shall be for the benefit of all

Owners. The lien is perfected upon recording a claim of lien in the Public Records of Duval County, Florida, stating the description of the Unit, the name of the Owner, the name and address of the Association, the Unit Obligation past due and the due dates. The lien is in effect until barred by law. The claim of lien secures all unpaid Unit Obligations coming due prior to the entry of a Certificate of Title. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

The lien of any Unit Obligation shall be inferior and subordinate to the lien of any First Mortgage now or hereafter placed upon the Unit, unless the Unit Obligation is secured by a claim of lien recorded prior to the recording of the First Mortgage. Except as set forth in the foregoing sentence, the lien is effective from and shall relate back to the date this Declaration is recorded in the Public Records of Duval County, Florida.

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

The lien thus created is in addition to any other remedies available under the Condominium Act.

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

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

9.8 Master Association. Each Owner shall be required to pay all fees owing to the Master Association. The Association shall collect the Master Association fees from each Owner, and shall deliver to the Master Association all collected Master Association fees together with a written record of the Master Association assessment paid by each Owner. Notwithstanding the foregoing, the Master Association may elect from time to time to take direct action to collect the Master Association fees, and any delinquent Master Association fees, itself or through a third party, from one or more Owners.

**ARTICLE X  
INSURANCE; CASUALTY; CONDEMNATION**

10.1 Types of Coverage.

(a) Casualty and Flood Insurance. The Board shall obtain and maintain casualty and, if required, flood insurance on that portion of the Buildings and other improvements for which the Association is responsible, all personal property included in the Common Elements, and such other parts of the Property as may be required by the Condominium Act. Such insurance shall provide extended coverage, including boiler and machinery, fire, vandalism, malicious mischief, all-risk, replacement cost, agreed amount (if the policy includes co-insurance), special condominium, building ordinance and inflation guard endorsements (when they can be obtained), in amounts determined by the Board to represent not less than the full then current insurable replacement cost of the Common Elements, including fixtures, building service equipment and common personal property and supplies belonging to the Association. In no event shall coverage be less than necessary to comply with the co-insurance percentage stipulated in the policy.

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

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

(d) Agencies; Other Mortgagee Requirements. The Association shall comply with the insurance requirements of any Agency so long as such Agency holds a First Mortgage on any Unit and such Agency requires compliance with its insurance requirements. To the extent that those requirements exceed those stated in this Article X, the Board shall obtain the types of insurance coverage required by the Agency. If required by any First Mortgagee, the Association shall require that any insurance proceeds be paid to an insurance trustee, which shall be a trust company or bank or savings and loan association with trust powers.

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

(f) Owner's Personal Coverage. Owners are encouraged to obtain at their own expense additional insurance coverage for their Units, for their own personal property, the contents and portions of the Units for which they are responsible and for personal liability. Unless required by the Condominium Act, the Association's insurance policy will not normally insure against damage to the coverings for walls, ceilings and floors of the Units. In addition, the Association's insurance policy may have a substantial deductible before coverage is available. In the event a Unit is encumbered by an Agency First Mortgage, the Owner's HO-6 policy must provide coverage in an amount not less than required by such Agency.

## 10.2 Association Rights and Responsibility.

(a) Policies. The Association shall hold the master policies of all insurance coverage required or authorized to be obtained by the Association and copies of all endorsements. A copy of each insurance policy in effect shall be made available for inspection by Owners at reasonable times. If requested to do so by any First Mortgagee, the Association shall provide evidence of payment and arrange for the issuance of a certificate of mortgagee endorsement. The casualty and public liability insurance policies described in Section 10.1 above shall name the Master Association as an additional insured.

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

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

(d) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the costs of fidelity bonding for any management company employee may be paid by such company pursuant to its contract with the Association. Premiums may be financed in such manner as the Board deems appropriate. The Board shall determine the appropriate deductible for each policy of insurance. Each Owner, by acceptance of a deed or other conveyance of a Unit, hereby ratifies and confirms any decisions made by the Association in this regard and recognizes and agrees that funds to cover the deductible must be provided from the general operating funds of the Association before the Association will be entitled to insurance proceeds. The Association may, but shall not be obligated to, establish a reserve to cover any applicable deductible.

(e) Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within their Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall

be the obligation of the individual Owner, if such Owner so desires, to purchase and pay for insurance to cover all risks not covered by insurance carried by the Association.

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

(a) Responsibility. Unless the Condominium is terminated in accordance with Section 10.3(e) below, any damage to the Condominium resulting from fire, other casualty or condemnation shall be promptly repaired. The responsibility for reconstruction or repair after a casualty or condemnation shall be the same as for maintenance and repair of the Property generally and the Association shall have the same rights as in Section 7.1(c) to make repairs which are the responsibility of an Owner if that Owner fails to do so.

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

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

(d) Units Owned by the Developer. Notwithstanding any of the foregoing provisions of this Article X (but only to the extent required by the Condominium Act and the requirements of any Agency), with respect to any damaged Unit owned by the Developer, including any Common Elements serving any such damaged Unit, it shall be the responsibility of the Developer to perform the functions which are herein specified to be performed by the Association. That is, in the event of damage or destruction by fire, other casualty or condemnation to any Unit owned by the Developer, including any Common Elements serving any such damaged Unit, it shall be the responsibility of the Developer to file and adjust all claims

affecting the same, and it shall be the responsibility of the Developer to repair or reconstruct such damage. If there is a First Mortgagee endorsement as to any such damaged Unit, or Common Elements serving such damaged Unit, which is to be repaired or reconstructed, then such First Mortgagee agrees that the insurance proceeds appertaining to such casualty shall be used to repair or reconstruct such damaged Unit and the Common Elements serving such damaged Unit.

(e) Termination. If more than two-thirds of the Units in the Condominium (as determined by the fair market value of such Units as compared to the fair market value of all Units), are destroyed by fire or other casualty or taken by eminent domain, this Declaration may be terminated if agreed to by (i) eighty percent of all Owners (either by vote at a regular or special meeting or by execution of a written document) within ninety days of the date of such damage or destruction, and (ii) First Mortgagees holding First Mortgages on fifty-one percent or more of all Units encumbered by First Mortgages, as provided in Section 12.2 below. If so agreed, then the Condominium need not be rebuilt and all insurance proceeds shall be distributed by the Association in accordance with Section 13.3 below.

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

(g) Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board; *provided, however*, that if the cost of such work shall exceed the balance of the funds from the awards for the taking the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Owners in the shares in which they own the Common Elements after adjustments to these shares effected by reason of the taking. If there is a First Mortgage on a Unit, the distribution shall be paid jointly to the Owner and such First Mortgagee.

## ARTICLE XI USE RESTRICTIONS

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

11.1 Master Declaration Regulations. All provisions, restrictions, rules and requirements of the Master Declaration shall be observed and followed by all Owners, their tenants, agents,

guests and invitees.

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

11.3 Rules and Regulations. The Board may from time to time adopt Rules and Regulations or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance and control of the Units, Common Elements and any facilities or services made available to Owners. Rules and Regulations shall take effect immediately upon approval by the Board, or at a later date selected by the Board. If requested by at least ten percent of the Owners, an Association meeting may be called and any provision set forth in the Rules and Regulations may be repealed by a majority vote of Owners present at such meeting if a quorum has been achieved. A copy of the then-current Rules and Regulations, if any, shall be furnished to each Owner.

11.4 Leasing. Restrictions regarding the leasing of Units, if any, shall be contained within the Bylaws.

11.5 Enforcement.

(a) Owner's Responsibility. Each Owner and any occupant of such Owner's Unit, including tenants, and their respective family members, guests, and invitees, shall conform to and abide by the covenants, conditions and restrictions contained in this Declaration, the Master Declaration and any Rules and Regulations which may be adopted from time to time by the Board. If there is a conflict between the provisions of this Declaration and the Master Declaration, the terms of the Master Declaration shall control, unless prohibited by the Condominium Act. Further, nothing in the Master Declaration shall conflict with the powers and duties of the Association or the rights of Owners provided by the Condominium Act. Each Owner shall be responsible for assuring compliance with this Declaration, the Master Declaration and any Rules and Regulations by such Owner and any occupant of the Owner's Unit, including tenants, and their respective family members, guests, and invitees, and any violation by any such person shall be considered to be a violation by the Owner.

(b) Covenants Committee. The Board shall establish a "Covenants Committee" to hear any complaints of violations of this Declaration or of any Rules and Regulations adopted by the Board. Members of the Covenants Committee shall be Owners, but shall not be members of the Board. Members of the Covenants Committee shall serve at the pleasure of the Board.

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

(d) Fines. In any case of flagrant or repeated violation by an Owner, then in addition

to the foregoing remedies the Association may levy reasonable fines against a Unit for the failure of the Owner of the Unit, or its occupant, licensee, or invitee, to comply with any provision of this Declaration or any Rules and Regulations. No fine will become a lien against a Unit and no fine may exceed One Hundred and No/100 Dollars per violation. However, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing; *provided, however*, no such fine shall in the aggregate exceed One Thousand and No/100 Dollars. No fine may be levied except after giving fourteen days prior notice and opportunity for a hearing to the Owner and, if applicable, their tenant, licensee or invitee. The hearing must be held before the Covenants Committee. If the Covenants Committee does not agree with the fine, the fine may not be levied.

(e) Tenant Violations. If a tenant leasing a Unit from an Owner, or any of the family members, guests or invitees of a tenant, is believed to be in violation of any covenants, conditions or restrictions of this Declaration or any Rules and Regulations, the Covenants Committee shall notify the Owner and tenant in the manner provided by Section 11.5(c) above, and provide an opportunity for a hearing. If the Covenants Committee determines after notice and opportunity for hearing that any such person has violated any covenants, conditions or restrictions of this Declaration or any Rules and Regulations, the Covenants Committee may impose fines against the Owner as provided in Section 11.5(d) above. In addition, if the violation continues more than ten days after notice to the Owner of the Covenant Committee's findings, or if the tenant or any of the family members, guests or invitees of the tenant materially violates any covenants, conditions or restrictions in this Declaration or any Rules and Regulations more than once in any one-year period, the Association by a two-thirds vote of the Board shall have the right to evict the tenant. Each Owner by acceptance of a deed irrevocably appoints the Association as its agent and attorney-in-fact in any such eviction action. All costs related to such eviction action shall be charged against the Unit as an Individual Unit Charge.

(f) Corrective Action for Unit Maintenance. If the Covenants Committee determines after notice and hearing that any Owner has failed to maintain any part of their Unit in a clean, attractive and safe manner and in good repair, the Covenants Committee shall notify the Owner of its findings and may impose fines as provided in Section 11.5(d) above.

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

(h) Additional Remedies. All remedies listed in this Section 11.5 are non-exclusive and may be applied cumulatively. In the event of a violation or breach, or threatened violation or breach, of any of the covenants or provisions of this Declaration or any Rules and Regulations, the Developer, the Association or any aggrieved Owner, jointly and severally, shall have the right to proceed at law or in equity to compel compliance therewith or to prevent a violation or breach. Should the Developer or the Association employ legal counsel to enforce any of the foregoing, the violating Owner shall pay all costs incurred in such enforcement, including reasonable attorneys' fees. Inasmuch as the enforcement of the provisions of this Declaration and any Rules and Regulations is essential for the effectuation of the general plan of development of the Condominium, it is hereby declared that any breach thereof cannot be adequately compensated by recovery of damages, and the Developer, the Association, or any

aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy by injunction to restrain any such violation or breach or threatened violation or breach.

11.6 Waivers; Exemptions. The Board shall have the right to grant waivers or to exempt certain Units or Owners from the provisions of this Article XI.

11.7 Pets. Pets are permitted on the Property subject to the provisions of the Master Declaration and any Rules and Regulations adopted by the Board from time to time. Owners shall be responsible for the removal of any fleas from the Property caused by their pets and the remediation of any part of the Condominium affected by fleas caused by their pets.

## ARTICLE XII AMENDMENTS TO DECLARATION

### 12.1 Method of Amendment

(a) Generally. Owners holding sixty-seven percent of the total voting power of the Association may amend this Declaration at any time, except as specifically provided otherwise herein. After adoption of any such amendment, the President and Secretary of the Association shall execute and record a certificate meeting the requirements of the Condominium Act. Further, the Secretary of the Association shall cause the original, fully executed amendment to be properly recorded in the Public Records of Duval County, Florida.

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

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

### 12.2 Consent of Mortgagees.

(a) Generally. This Declaration contains provisions concerning various rights, priorities, remedies and interests of First Mortgagees. Such provisions are to be construed as covenants for the protection of First Mortgagees on which they may rely in making loans secured by a First Mortgage on a Unit. Accordingly, except as otherwise provided in Section 12.3 below, amendments of a material adverse nature to First Mortgagees must be agreed to by fifty-one percent of First Mortgagees.

(b) Termination. Any action to terminate the Condominium must be agreed to by fifty-one percent of First Mortgagees, unless all First Mortgagees will be paid in full upon such termination.

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

12.3 Developer's Rights. The Developer specifically reserves the absolute and unconditional right, so long as Developer retains control of the Association, to amend this Declaration, without the consent or joinder of the Association, any Owner, any First Mortgagee or any other party (a) to comply with any applicable governmental statute, law, ordinance, rule, regulation or judicial decision, (b) to conform to the requirements of any Agency, (c) to conform to the requirements of institutional mortgage lenders, title companies, governmental agencies or private mortgage companies, or (d) to correct errors or to clarify any provision of this Declaration.

Further, as long as the Developer holds Units for sale in the ordinary course of business, the Association may not (i) assess the Developer as an Owner for capital improvements, or (ii) take any action that would be detrimental to the sales of Units by the Developer. However, an increase in Assessments for Common Expenses made without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

12.4 Merger of Condominium. This Declaration and the Common Elements may be merged with that of any other condominium to form a single condominium upon the approval of seventy-five percent of all Owners of each condominium and the approval of all record owners of liens on the affected property. Such merger will be effective upon the recording of new or amended articles of incorporation, declarations and bylaws.

### **ARTICLE XIII TERMINATION**

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

(a) Destruction. If following casualty or condemnation it is determined in accordance with Section 10.3 above that the improvements will not be reconstructed, the Condominium will be thereby terminated.

(b) Agreement. The Condominium may be terminated at any time with the approval in writing of all Owners and fifty-one percent of First Mortgagees, unless all First Mortgagees will be paid in full upon such termination.

(c) Statutory Termination. The Condominium may be terminated pursuant to the provisions of 718.117 of the Condominium Act. If the Condominium is terminated pursuant to this Section 13.1(c), the plan of termination shall provide that the interests of the Owners in the proceeds from the sale of the Property shall be apportioned as described in Section 13.3 below. Further, the plan of termination shall provide that the interests of the Owners in insurance proceeds or condemnation proceeds not used for repair or reconstruction at the time of

termination shall be apportioned as described in Section 13.3 below.

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

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

**ARTICLE XIV  
REGISTER OF OWNERS AND FIRST MORTGAGEES;  
RIGHTS OF FIRST MORTGAGEES**

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

14.2 **First Mortgagees' Rights.** In addition to the consent of First Mortgagees required by Section 12.2 above and other rights stated elsewhere in this Declaration, any registered First Mortgagee shall have the following rights upon written request to the Association:

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

(b) To be given written notice by the Association of any meeting of the membership called for the purpose of considering any proposed amendment to the Declaration, Articles or Bylaws or any other matter requiring the consent of a specified percentage of First Mortgagees who have requested such notice;

(c) To be given notice of any default of sixty days or more in the payment of

Assessments, Individual Unit Charges or any other fees/charges due the Association with respect to the Unit encumbered by the First Mortgage;

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

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

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

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

**ARTICLE XV  
DEVELOPER RIGHTS AND PRIVILEGES**

The rights reserved to Developer in this Article XV are in addition to all other rights reserved to Developer in this Declaration. All rights reserved in this Article XV and elsewhere in this Declaration for the benefit of Developer shall terminate in accordance with the provisions reserving the right in question, or if no such termination is identified, then such right shall terminate seven years from the date this Declaration is recorded, or such later date allowed by the Condominium Act.

15.1 Right to Own and Sell. Notwithstanding any provision of this Declaration to the contrary, the Developer is irrevocably empowered to sell, lease or rent Units to any person or entity approved by the Developer. For so long as the Developer holds Units for sale or lease, the Developer and its designees shall have the right to: use any Units (other than those sold to Owners) and Common Elements as model units, management, construction and sales offices; to show such model units and the Common Elements to prospective purchasers and tenants of Units; and to erect on the Property (including the Common Elements) signs and other promotional material to advertise Units for sale or lease.

15.2 Prohibited Actions. So long as the Developer is the owner of record title to any Unit held for sale or lease in the ordinary course of business, no action may be taken by the Association that would be detrimental to the sale or rental of Units by the Developer; *provided, however,* that an increase in Assessments without discrimination against the Developer's Units shall not be deemed detrimental. Further, no action shall be taken which would assess the Developer's Units for capital improvements.

15.3 Ownership. For so long as the Developer is the Owner of record title of any Unit, the Developer enjoys the same rights and assumes the same duties as other Owners except as

otherwise expressly set forth herein.

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

15.5 Easements. The Developer expressly reserves for the Developer and the Association the following perpetual, nonexclusive easements:

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

(b) An easement over, across, under and through the Property for the purpose of providing, maintaining and correcting drainage and other erosion controls through the Property.

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

The above easements specifically include the right to (i) transverse the Property to access any docks which may be located southwest of the Property (which docks shall not be part of the Condominium), and (ii) to construct, repair, maintain and replace utilities and other facilities upon the Common Elements to service such docks. Except in the case of emergencies, reasonable notice of intent to exercise the foregoing easements shall be given to all affected Owners, either directly or through the Association.

15.6 Phasing. The Condominium is a phase condominium. The Developer, pursuant to the provisions of Section 718.403 of the Condominium Act, hereby retains the unilateral right at

any time prior to seven years after the recording date of this Declaration to submit to the condominium form of ownership, by amendment to this Declaration, the additional proposed phases depicted on the Condominium Plat attached hereto as **Exhibit C**. Phase 1 is the initial phase of this Condominium and is submitted to condominium ownership by virtue of this Declaration.

Phase 1 shall contain one Building which shall contain four Units, for a total of four Units in Phase 1. It is contemplated that proposed Phase 2, if added to the Condominium, shall contain one Building. There shall be a maximum of four Units and a minimum of four Units in the Building in Phase 2, if added to the Condominium. Proposed Phase 2 shall contain no more and no less than one Building. It is contemplated that proposed Phase 3, if added to the Condominium, shall contain one Building. There shall be a maximum of four Units and a minimum of four Units in the Building in Phase 3, if added to the Condominium. Proposed Phase 3 shall contain no more and no less than one Building. It is contemplated that proposed Phase 4, if added to the Condominium, shall contain one Building. There shall be a maximum of four Units and a minimum of four Units in the Building in Phase 4, if added to the Condominium. Proposed Phase 4 shall contain no more and no less than one Building. It is contemplated that proposed Phase 5, if added to the Condominium, shall contain one Building. There shall be a maximum of four Units and a minimum of four Units in the Building in Phase 5, if added to the Condominium. Proposed Phase 5 shall contain no more and no less than one Building. It is contemplated that when all phases of the Condominium are completed, the Condominium will have a total of five Buildings and twenty Units.

The total square footage of each unit in a proposed phase will depend upon the model to be constructed therein. The Developer hereby reserves the right to alter the size of the models to be constructed as Units in proposed phases, providing that such models shall be no less than 1,500 square feet and no more than 2,600 square feet. The Condominium Plat shows the legal descriptions and approximate locations of the proposed phases and improvements proposed to be constructed thereon. The Developer reserves the right to modify the design, elevation, size, configuration, location and directional bearing of the Buildings, improvements and units of each phase from that shown on the Condominium Plat.

**EXCEPT FOR PHASE 1, THE DEVELOPER IS UNDER NO OBLIGATION TO DEVELOP OR ADD TO THE CONDOMINIUM ANY ADDITIONAL PHASE OR PHASES IN THE NUMERICAL ORDER PRESENTED.**

The addition of a phase to this Condominium shall cause the Common Elements of the additional phase to merge with the Common Elements of Phase 1, and when a phase is added, it shall become a part of this Condominium. Upon a subsequent phase being added to this Condominium, the percentage of ownership of the Common Elements and the Common Surplus, if any, and the percentage of the Common Expenses of each respective Unit will change according to the provisions of Section 3.3(a) above.

Each Unit added to this Condominium shall have one vote in the affairs of the Association which will result in a dilution of the voting rights of the prior existing Units in this

Condominium. If any subsequent phase is not added as a part of this Condominium, dilution of the voting rights will not occur.

No time share estates will be created with respect to any Units in any phase.

## ARTICLE XVI GENERAL PROVISIONS

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

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

16.3 Disclaimer of Warranties. **EXCEPT ONLY FOR THOSE WARRANTIES IMPOSED ON THE DEVELOPER BY THE CONDOMINIUM ACT (AS EXISTING ON THE DATE THIS DECLARATION IS RECORDED) AND THEN ONLY TO THE EXTENT APPLICABLE AND NOT YET EXPIRED, TO THE MAXIMUM EXTENT LAWFUL THE DEVELOPER HEREBY DISCLAIMS ANY AND ALL AND EACH AND EVERY EXPRESS OR IMPLIED WARRANTY, WHETHER ESTABLISHED BY STATUTE, COMMON CASE LAW OR OTHERWISE, AS TO THE DESIGN, CONSTRUCTION, SOUND, VIEW AND/OR ODOR TRANSMISSION, EXISTENCE AND/OR DEVELOPMENT OF MOLDS, MILDEW, TOXINS OR FUNGI, FURNISHING AND EQUIPPING OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, COMPLIANCE WITH PLANS, ALL WARRANTIES IMPOSED BY STATUTE (OTHER THAN THOSE IMPOSED BY THE CONDOMINIUM ACT UPON THE DEVELOPER, AND THEN ONLY TO THE EXTENT APPLICABLE AND NOT YET EXPIRED) AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES OF ANY KIND OR CHARACTER.**

**THE DEVELOPER HAS NOT GIVEN AND EACH OWNER HAS NOT RELIED ON OR BARGAINED FOR ANY SUCH WARRANTIES. EACH OWNER, BY ACCEPTING A DEED TO A UNIT OR OTHER CONVEYANCE THEREOF, SHALL BE DEEMED TO REPRESENT AND WARRANT TO THE DEVELOPER THAT IN DECIDING TO ACQUIRE THE UNIT THE OWNER RELIED SOLELY ON SUCH OWNER'S INDEPENDENT INSPECTION OF THE UNIT AND THE CONDOMINIUM. THE OWNER HAS NOT RECEIVED NOR RELIED ON ANY WARRANTIES AND/OR**

**REPRESENTATIONS FROM THE DEVELOPER OF ANY KIND, OTHER THAN AS EXPRESSLY PROVIDED HEREIN.**

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

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

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

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

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

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

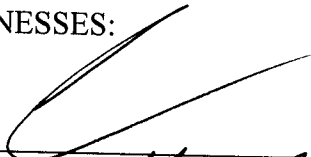
16.6 Law to Govern. This Declaration shall be construed in accordance with the laws of


the State of Florida.

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


IN WITNESS WHEREOF, the undersigned Developer has executed this Declaration the day and year first above written.

WITNESSES:

  
Witness name: Ad. P. Cherrell

  
Witness name: J. Christopher Kusman

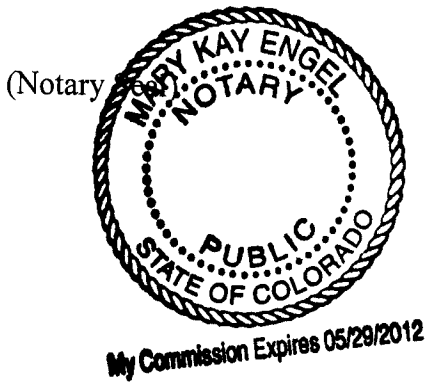
CCS-Old San Jose, LLC, a Colorado limited liability company

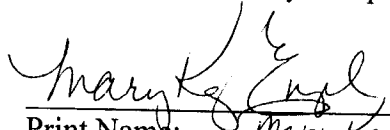
  
Peter A. Wells, Manager  
1450 Infinite Drive, Suite E2  
Louisville, Colorado 80027

STATE OF COLORADO

COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 10th day of May, 2011, by Peter A. Wells, Manager of CCS-Old San Jose, LLC, a Colorado limited liability company, on behalf of the company. She is personally known to me.



  
Print Name: Mary Kay Engel  
Notary Public, State of Colorado  
My Commission Expires: \_\_\_\_\_

**Exhibit A**

(Legal Description of Real Property)

A portion of the F. Bethune Grant, Section 38, Township 3 South, Range 26 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the intersection of the Southerly line of Lot 24, as shown on the plat of Bates and Martin's Subdivision as recorded in Plat Book 8, Page 35 of the Current Public Records of said County, with the Westerly right of way line of San Jose Boulevard (State Road No. 13, as now established as a 100 foot right of way); thence South 19°27'49" East, along said Westerly right of way line, 60.78 feet; thence South 53°31'33" West, 393.81 feet; thence North 35°47'12" West, 174.64 feet for a POINT OF BEGINNING; thence continue North 35°47'12" West, 84.23 feet; thence North 54°12'48" East, 103.27 feet; thence South 35°56'55" East, 84.23 feet; thence South 54°12'48" West, 25.58 feet; thence South 35°47'12" East, 5.10 feet; thence South 54°12'48" West, 10.70 feet; thence North 35°47'12" West, 5.10 feet; thence South 54°12'48" West, 67.23 feet to the POINT OF BEGINNING.

**Exhibit B**

(Articles of Incorporation of the Association)

**[See Attached]**

04/14/2011 20:08 FAX 8132284133

CARLTON FIELD TPA

003/009  
2011 APR 15 AM 9:45  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
FILED

**ARTICLES OF INCORPORATION  
FOR  
OLD SAN JOSE ON THE RIVER COACH HOUSE CONDOMINIUM ASSOCIATION,  
INC.**

CCS - Old San Jose, LLC, a Colorado limited liability company ("Developer") submits these Articles of Incorporation for Old San Jose on the River Coach House Condominium Association, Inc., a Florida not-for-profit corporation ("Association"). Unless otherwise defined herein, capitalized terms shall have the same meaning as set forth in the Declaration of Condominium for Old San Jose on the River Coach House Condominium, recorded or to be recorded in the Public Records of Duval County, Florida.

**RECITALS**

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

**ARTICLE I  
NAME**

The name of the corporation is Old San Jose on the River Coach House Condominium Association, Inc. The address of the Association is c/o Vista Community Association Management, 3310 South Westmonte Drive Suite 3310, Altamonte Springs, Florida 32714.

**ARTICLE II  
REGISTERED AGENT**

The initial Registered Agent of the Association is Vista Community Association Management. The street address of the Registered Agent is 3310 South Westmonte Drive Suite 3310, Altamonte Springs, Florida 32714.

**ARTICLE III  
PURPOSES**

The Association does not contemplate pecuniary gain or profit to its members. The Association's specific purposes are to provide for the maintenance and preservation of the Property described in the Declaration for the mutual advantage and benefit of all Members. To promote the health, safety and welfare of the Members, the Association shall have and exercise the following authority and powers:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the



James N. McGarvey, Jr.	432 Osceola Dr., Jacksonville Beach, Florida 32250
Peter A. Wells	1450 Infinite Drive, Suite E2, Louisville, Colorado 80027
Brian Wilson	1450 Infinite Drive, Suite E2, Louisville, Colorado 80027

Subsequent directors shall be elected or appointed as provided in the Bylaws.

**ARTICLE VII  
TERM OF EXISTENCE**

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

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

**ARTICLE VIII  
DISSOLUTION**

The Association may be dissolved as provided in the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be distributed in accordance with the provisions of Article XIII of the Declaration.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity that would comply with Section 40C-42.027, F.A.C. and be approved in writing by the City of Jacksonville prior to such termination, dissolution or liquidation.

**ARTICLE IX  
OFFICERS**

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

<u>Name</u>	<u>Office</u>	<u>Address</u>
Brian Wilson	President	1450 Infinite Drive, Suite E2, Louisville, Colorado 80027
Peter A. Wells	Treasurer/Secretary	1450 Infinite Drive, Suite E2, Louisville, Colorado 80027
James N. McGarvey, Jr.	Vice President	432 Osceola Drive Jacksonville Beach, Florida 32250

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CARLTON FIELD TPA

008/008

## ARTICLE X SUPREMACY

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

## ARTICLE XI INDEMNIFICATION

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

## ARTICLE XII AMENDMENT

Amendments to these Articles may be proposed by the Board acting upon a vote of a majority of directors, or by Members to which ten percent of the voting interests in the Condominium appertain, whether meeting as Members or acting by instrument in writing signed by them. Any proposed amendment(s) will be transmitted to the President, or the acting chief executive officer in the absence of the President, who will thereupon call a special meeting of the Members for a date not sooner than fourteen days nor later than sixty days from the receipt by them of the proposed amendment(s). The Secretary shall deliver to each Member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment(s) in reasonably detailed form, which notice will be mailed or presented personally to each Member not less than fourteen days nor more than sixty days before the date set for such meeting. If mailed, such notice will be deemed to be properly given when deposited in the United States mail, addressed to the Member at the address as it appears on the records of the Association, with postage thereon prepaid. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver when filed in the records of the Association whether before, during or after the holding of the meeting, will be deemed equivalent to the giving of such notice to such Member.

At such meeting or by written approval, the amendment(s) proposed must be approved by an affirmative vote of the Members owning not less than two-thirds of the voting interests in the Condominium in order

04/14/2011 20:07 FAX 8132284133

CARLTON FIELD TPA

007/009

for such amendment(s) to become effective. The Members may signify their joinder and consent to an amendment by filing such joinder or consent prior to a duly convened meeting at which such amendment(s) will be presented. Thereupon, such amendment(s) will be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment will be recorded in the Public Records of Duval County, Florida, within thirty days from the date on which the same is filed in the office of the Secretary of State of the State of Florida.

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

#### **ARTICLE XIII FIDELITY BONDING**

In addition to the indemnification provisions hereof, the Association will obtain and maintain blanket fidelity bonds on each director, officer, and employee of the Association and of any management company. The total amount of fidelity bond coverage will be based upon the best judgment of the Board and will not be less than (a) a sum equal to three months aggregate Assessments on all Units, plus reserve funds, and (b) the estimated maximum funds, including reserve funds, in the custody of the Association or management company at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to at least one hundred fifty percent of the estimated annual operating expenses of the Condominium, including reserves. The fidelity bond will name the Association as an obligee and will contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The premiums on all bonds will be paid by the Association as a Common Expense (except for the premiums on fidelity bonds maintained by the management company, if any). The bonds will provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten days' written notice to the Association and to each First Mortgagee.

#### **ARTICLE XIV INCORPORATOR**

The incorporator of the corporation is CCS-Old San Jose, LLC, a Colorado limited liability company, whose address is 1450 Infinite Drive, Suite E2, Louisville, Colorado 80027.

[REMAINDER INTENTIONALLY LEFT BLANK]

04/14/2011 20:07 FAX 8132294133

CARLTON FIELD TPA

008/009

IN WITNESS WHEREOF, the incorporator of the Association has executed these Articles this 28<sup>th</sup> day of February, 2011.

WITNESSES:

CCS-Old San Jose, LLC, a Colorado limited liability company

F.A. Soucie  
Printed Name: Terry A. Soucie

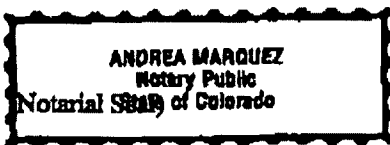
Sharon K. Eshima  
Sharon K. Eshima, Manager

William J. Taylor  
Printed Name: William J. Taylor

STATE OF Colorado

COUNTY OF Boulder

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of February, 2011, by Sharon K. Eshima, as Manager of CCS-Old San Jose, LLC, a Colorado limited liability company, on behalf of the company. She is personally known to me.



Andrea Marquez  
Printed Name: Andrea Marquez  
Notary Public, State of Colorado  
My Commission Expires: 12/11/2013

04/14/2011 20:08 FAX 8132294133

CARLTON FIELD TPA

009/009

**REGISTERED AGENT CERTIFICATE**

The undersigned hereby accepts the designation as Registered Agent of Old San Jose on the River Coach House Condominium Association, Inc.

Vista Community Association Management

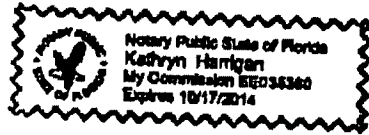
By: *Ellen R. Womack*  
Printed Name: Ellen R. Womack  
Its: Agent

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of March, 2011, by ELLEN WOMACK as PRESIDENT of Vista Community Association Management. He/She is personally known to me.

*Kathryn Harrigan*  
Printed Name: KATHRYN HARRIGAN  
Notary Public, State of FLORIDA  
My Commission Expires: 10/17/2014

(Notarial Seal)



**FILED**  
2011 APR 15 AM 9:45  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**Exhibit C**

(Condominium Plat)

**[See Attached]**

















# OLD SAN JOSE ON THE RIVER COACH HOUSE CONDOMINIUM CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

**INDEX**

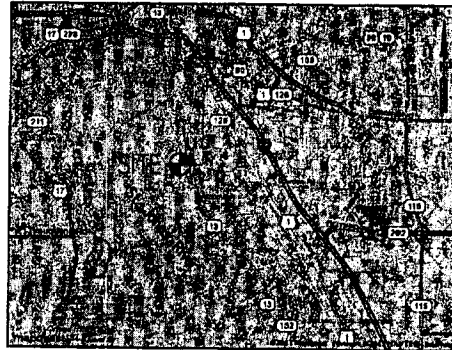
Sheet No.

1. Notes, legend and certification
2. Coach House Phase 1 Description.
3. Map of Coach House Condominium.
4. Coach House 1 - Ground, floor plan, Unit 101, Unit 102, Garage plan Units 101, 102, 201 and 202
5. Coach House upper floor plan, Units 201 and 202
6. Coach House - front and rear elevations
7. Coach House - North and South elevations

**LEGEND**

-  STORM CURB INLET
-  SANITARY SEWER MANHOLE
-  STORM DRAINAGE MANHOLE
-  ELECTRICAL MANHOLE
-  FIRE HYDRANT
-  2.0x3.0' CONC. ELECTRICAL TRANSFORMER PAD
-  BACKFLOW PREVENTER
-  CONCRETE
-  O.R. OFFICIAL RECORDS BOOK OR VOLUME
-  CH CHORD DISTANCE
-  R RADIUS
-  L ARC LENGTH
-  PT POINT OF TANGENCY
-  PC POINT OF CURVATURE
-  GCE GENERAL COMMON ELEMENT
-  LCE LIMITED COMMON ELEMENT

VICINITY MAP-NOT TO SCALE



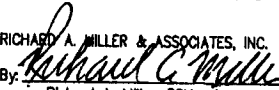
**NOTES**

1. The Coach House Phase 1 property described on this Condominium Map is subject to the Declaration of Condominium for Old San Jose on the River Coach House Condominium recorded coincident herewith ("Declaration").
2. Bearings shown hereon are relative to the Westerly right-of-way line of San Jose Boulevard/State Road 13 being assumed as S19°27'49"E
3. Elevations shown hereon are based on City of Jacksonville benchmark at Red Bud Lane and Hendricks Avenue, with a published elevation of 28.467; National Geodetic Vertical Datum of 1929 (N.G.V.D. 29)
4. The boundaries of each unit shown hereon are described in detail in the Declaration.
5. General common elements are all of the area within the described boundaries not designated as units or limited common elements.
6. Improvements within the common elements such as, but not limited to, water meters, water lines, storm drains, sewers, sidewalks and trees have not been located.
7. Coach House Phase 1 is substantially completed.

**CERTIFICATE OF SURVEYOR**

I, Richard A. Miller, a Professional Surveyor and Mapper, authorized to practice in the State of Florida, hereby certify that this record of survey meets the "Minimum Technical Standards for Land Surveying in the State of Florida," Chapter 61G17-6, Florida Administrative Code, and that the construction of the improvements listed in Note #6 are substantially complete so that this material, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials. I further certify that the construction of all planned improvements with respect to the building are substantially complete including, but not limited to landscaping, utility services and access to the units in said building, and common element facilities serving said building.

RICHARD A. MILLER & ASSOCIATES, INC.

By:   
Richard A. Miller, PSM  
Registration No. 3848

(Not valid without Embossed seal of Certifying surveyor)  
Date: March 22, 2011

DATE	FEB. 21, 2011
SCALE	---
JOB No.	2007-718
	Map
	Drawings
Comp. File	07-718-condo
Drawn by	RAE

SHEET 1 OF 7

N:\OLD SAN JOSE\07-718-Coach\_House.dwg

RICHARD A. MILLER & ASSOCIATES

PROFESSIONAL LAND SURVEYORS  
6701 BEACH BLVD., SUITE #200  
JACKSONVILLE, FLORIDA 32216

Fax (904) 721-5758  
Tele. (904) 721-1226

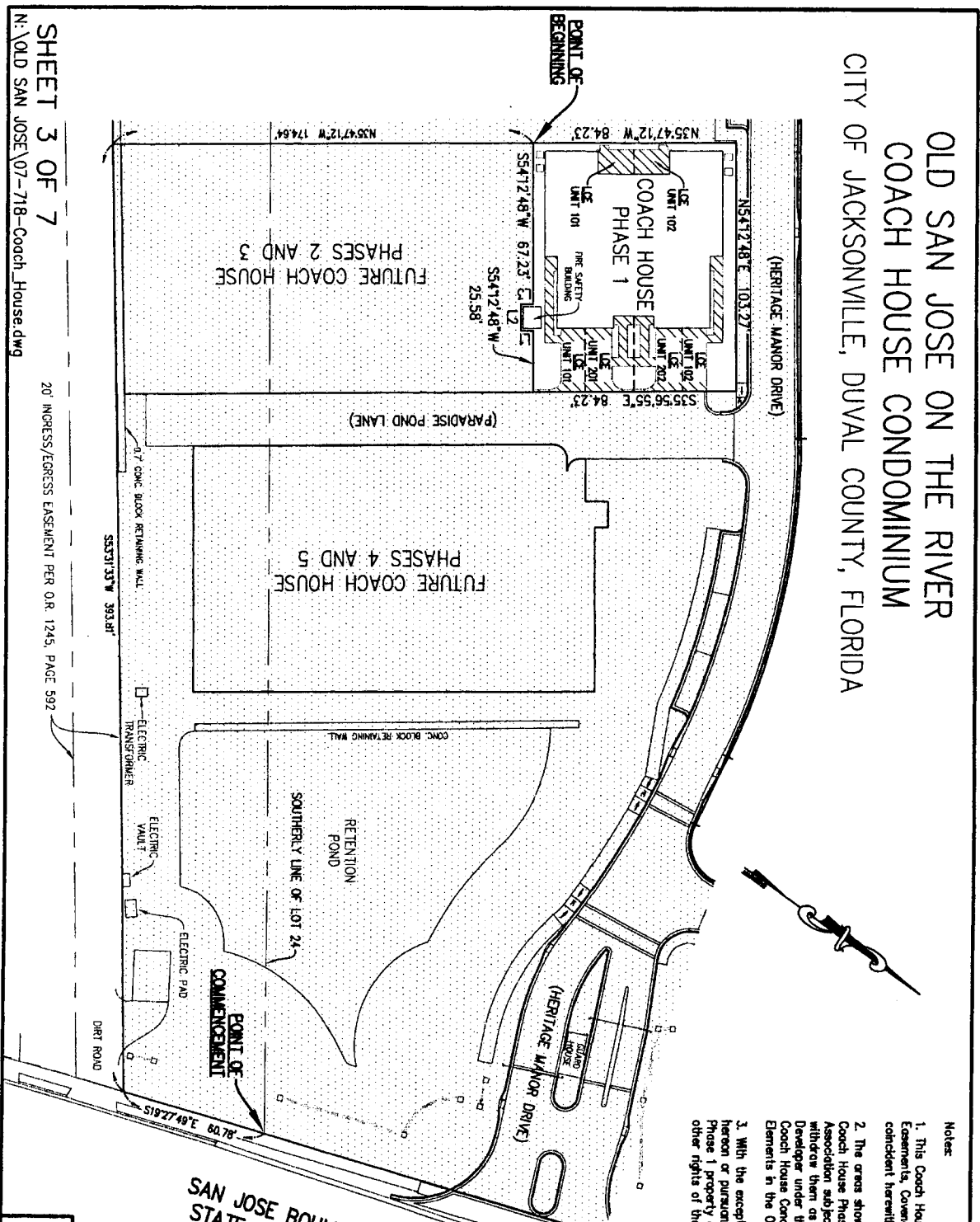
**OLD SAN JOSE ON THE RIVER**  
**COACH HOUSE CONDOMINIUM**  
 CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

COACH HOUSE PHASE 1 DESCRIPTION:

A portion of the F. Bethune Grant, Section 38, Township 3 South, Range 26 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the intersection of the Southerly line of Lot 24, as shown on the plat of Bates and Martin's Subdivision as recorded in Plat Book 8, Page 35 of the Current Public Records of said County, with the Westerly right of way line of San Jose Boulevard (State Road No. 13, as now established as a 100 foot right of way); thence South 19°27'49" East, along said Westerly right of way line, 60.78 feet; thence South 53°31'33" West, 393.81 feet; thence North 35°47'12" West, 174.64 feet for a POINT OF BEGINNING; thence continue North 35°47'12" West, 84.23 feet; thence North 54°12'48" East, 103.27 feet; thence South 35°56'55" East, 84.23 feet; thence South 54°12'48" West, 25.58 feet; thence South 35°47'12" East, 5.10 feet; thence South 54°12'48" West, 10.70 feet; thence North 35°47'12" West, 5.10 feet; thence South 54°12'48" West, 67.23 feet to the POINT OF BEGINNING.

DATE	FEB. 21, 2011
SCALE	--
JOB No.	2007-718
	Map
	Drawings
Comp. File	07-718-condo
Drawn by	RAE

# OLD SAN JOSE ON THE RIVER COACH HOUSE CONDOMINIUM CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA



(HERITAGE MANOR DRIVE)

(PARADISE POND LANE)

(HERITAGE MANOR DRIVE)

SAN JOSE BOULEVARD  
STATE ROAD NO. 13  
(100' RIGHT OF WAY)

**Notes**

1. This Coach House Phase 1 property is subject to the Master Declaration of Charter, Essements, Covenants and Restrictions for Old San Jose on the River recorded coincident herewith ("Master Declaration").
2. The areas shown hereon as "Future Coach House Phases 2 & 3" and "Future Coach House Phases 4 & 5" are currently Common Areas within the Master Association subject to the rights of the Founder under the Master Declaration to withdraw them as Common Areas in the Master Association and the rights of the Developer under the Declaration to annex them into the Old San Jose on the River Coach House Condominium project at which time they will become Units and Common Elements in the Old San Jose on the River Coach House Condominium Association.
3. With the exception of the Units and the Limited Common Elements described hereon or pursuant to the Declaration, all remaining portions of the Coach House Phase 1 property are General Common Elements, subject to reserved development and other rights of the Developer set forth hereon and in the Declaration.

COMMON AREA PER THE MASTER DECLARATION  
 LIMITED COMMON ELEMENT

- U S35°47'12"E 5.10'
- L2 S54°12'48"W 10.70'
- L3 N35°47'12"W 5.10'

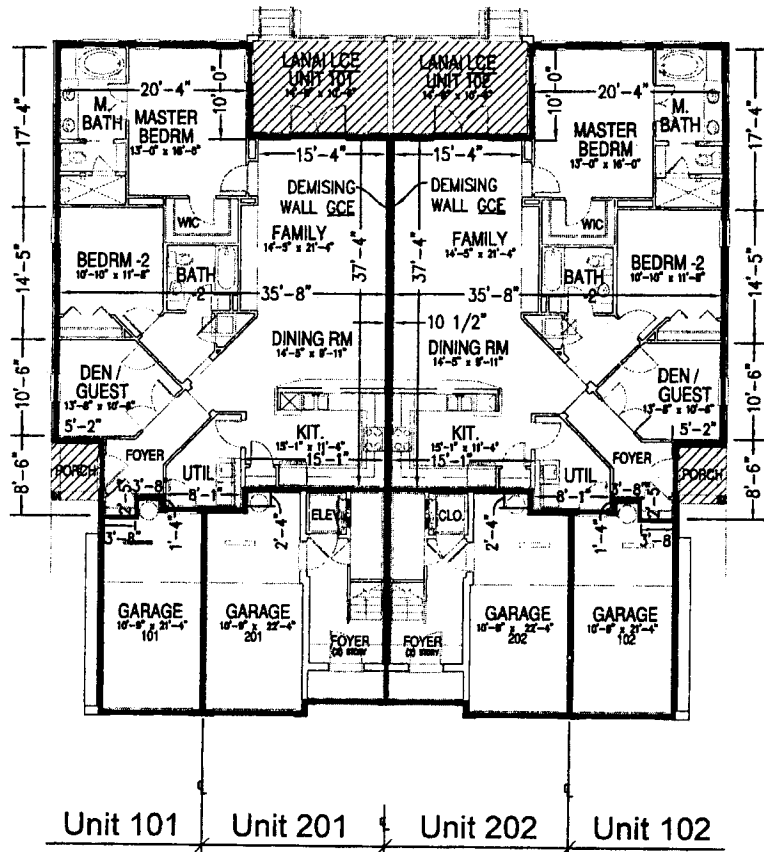
**RICHARD A. MILLER & ASSOCIATES**  
 PROFESSIONAL LAND SURVEYORS  
 6701 BEACH BLVD., SUITE #200  
 JACKSONVILLE, FLORIDA 32216  
 For (904) 721-4758  
 Fax (904) 721-1226

DATE FEB. 21, 2011  
 SCALE 1"=50'  
 JOB No. 2007-718  
 Map  
 Comp. File 02-718-condo  
 Drawn by RAE

SHEET 3 OF 7  
 N:\OLD SAN JOSE\07-718-Coach\_House.dwg

20' INGRESS/EGRESS EASEMENT PER O.R. 1245, PAGE 592

OLD SAN JOSE ON THE RIVER  
 COACH HOUSE CONDOMINIUM  
 CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA



GROUND FLOOR PLAN

Notes:

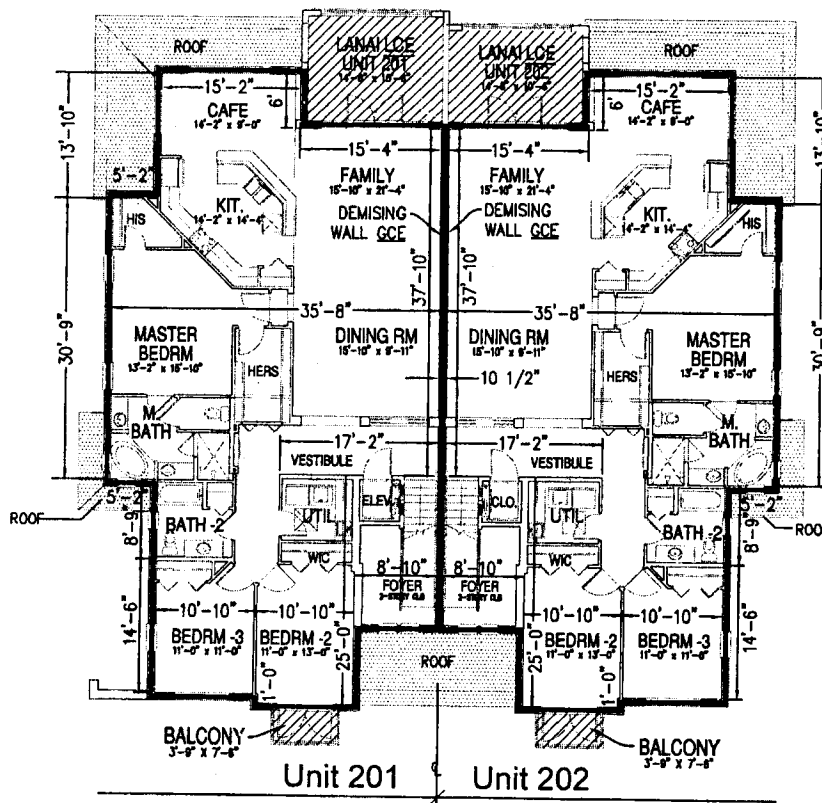
1. Ceiling Height: 10'-10".
2. Square Footage:  
 Unit 101 - 1,545 SF, Garage - 229 SF = 1,774 SF TOTAL  
 Unit 102 - 1,545 SF, Garage - 229 SF = 1,774 SF TOTAL

LIMITED COMMON ELEMENT

DATE	FEB. 21, 2011
SCALE	1/16"=1'
JOB No.	2007-718
	Map
	Drawings
Comp. File	07-718-condo
Drawn by	RAE

**RICHARD A. MILLER & ASSOCIATES**  
 PROFESSIONAL LAND SURVEYORS  
 6701 BEACH BLVD., SUITE #200  
 JACKSONVILLE, FLORIDA 32216  
 Fax (904) 721-5758  
 Tele. (904) 721-1228

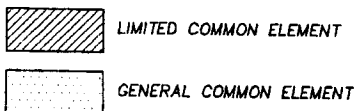
# OLD SAN JOSE ON THE RIVER COACH HOUSE CONDOMINIUM CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA



UPPER FLOOR PLAN

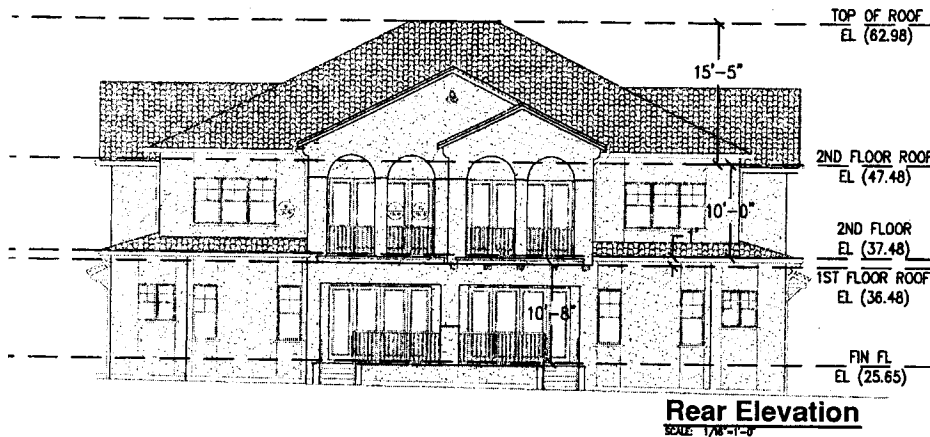
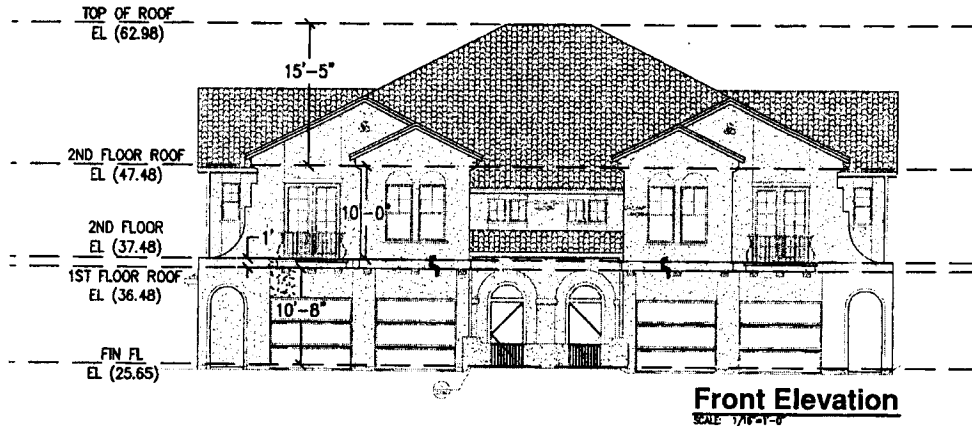
**Notes:**

1. Ceiling Height: 10'-0".
2. Square Footage:  
 Unit 201 - 2,080 SF, Garage (Ground Floor) - 239 SF = 2,319 SF TOTAL  
 Unit 202 - 2,080 SF, Garage (Ground Floor) - 239 SF = 2,319 SF TOTAL



DATE	FEB. 21, 2011
SCALE	1/16"=1'
JOB No.	2007-718
	Map
	Drawings
Comp. File	07-718-condo
Drawn by	RAE

OLD SAN JOSE ON THE RIVER  
 COACH HOUSE CONDOMINIUM  
 CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA



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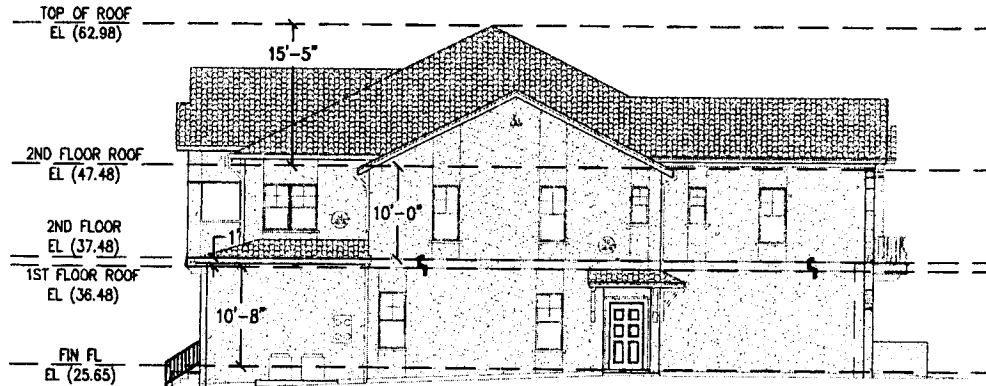
SHEET 6 OF 7

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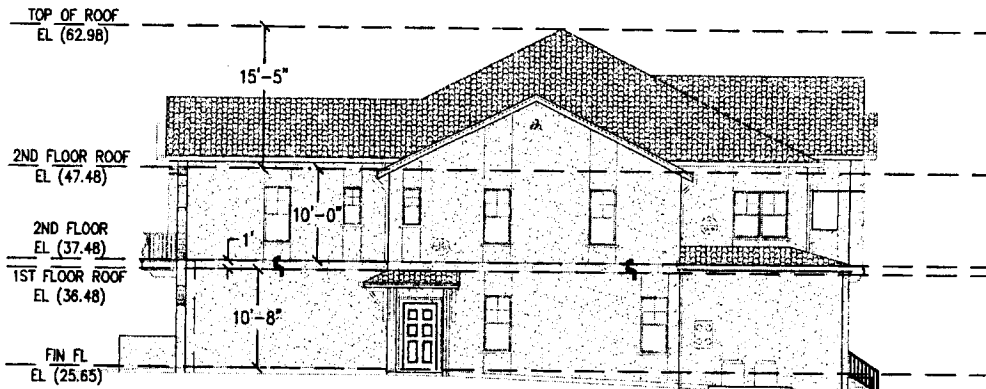
RICHARD A. MILLER & ASSOCIATES  
 PROFESSIONAL LAND SURVEYORS  
 6701 BEACH BLVD., SUITE #200  
 JACKSONVILLE, FLORIDA 32216

Fax (904) 721-5758  
 Tele. (904) 721-1226

OLD SAN JOSE ON THE RIVER  
 COACH HOUSE CONDOMINIUM  
 CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA



**Left Elevation**  
 SCALE: 1/16"=1'-0"



**Right Elevation**  
 SCALE: 1/16"=1'-0"

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SHEET 7 OF 7

N:\OLD SAN JOSE\07-718-Coach\_House.dwg

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**Exhibit D**

(Bylaws of the Association)

**[See Attached]**

**BYLAWS  
FOR  
OLD SAN JOSE ON THE RIVER COACH HOUSE CONDOMINIUM ASSOCIATION,  
INC.**

Old San Jose on the River Coach House Condominium Association, Inc., a Florida non-profit corporation ("Association"), is a corporation organized and existing pursuant to the laws of the State of Florida for purposes of operating and administering Old San Jose on the River Coach House Condominium located in Duval County, Florida. These Bylaws are subject to the provisions of Chapter 718, Florida Statutes ("Condominium Act"). Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Declaration of Condominium for Old San Jose on the River Coach House Condominium, recorded or to be recorded in the Public Records of Duval County, Florida.

**ARTICLE I  
MEMBERS**

1.1 Membership. The members of the Association shall consist of the Owners of the Units located on the Property. The membership of each Owner shall terminate when he ceases to be an Owner of a Unit. Upon the sale, transfer or other disposition of their ownership interest in a Unit, membership in the Association shall automatically be transferred to the new Owner of the Unit. The Association may issue certificates evidencing membership.

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

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

1.4 Proxies. Proxies shall be (a) limited proxies unless a general proxy is required by the Condominium Act, (b) in writing, (c) are revocable at any time at the pleasure of the Member executing it, (d) valid only for the particular meeting designated and any lawfully adjourned meetings thereof (but in no event shall a proxy be valid for more than ninety days after the date of

the first meeting for which it was given), and (e) must be filed with the Secretary before the appointed time of the meeting. The transfer of a Unit voids all outstanding proxies pertaining to the voting rights appurtenant to that Unit. No proxy, limited or general, shall be used in the election of Board members.

## ARTICLE II MEETINGS OF MEMBERSHIP

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

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

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

2.4 Notice. Notice of all Members' meetings, annual or special, shall be mailed or personally delivered to each Member in conformity with the requirements of the Condominium Act and the Declaration by the President, Vice President or Secretary, or if not specified therein, not less than fourteen nor more than sixty days prior to the meeting, except in an emergency, in which case the Board shall give such notice as is reasonable under the circumstances.

Not less than sixty days before a scheduled Board election, the Association shall mail or deliver, to each Member entitled to a vote, a first notice of the election to take place at the annual meeting. All Members or other eligible persons desiring to be a candidate for the Board must give written notice not less than forty days before a scheduled election. The Association shall then deliver a second notice of the annual meeting along with the ballot listing all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than eight and one-half inches by eleven inches which must be furnished by the candidate not less than thirty-five days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. The Association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper.

In addition to the foregoing, except in an emergency when such notice requirement shall be deemed waived, written notice shall be posted at a conspicuous place on the Common Elements in conformity with the requirements of the Condominium Act and the Declaration or, if not specified therein, not less than the forty-eight continuous hours prior to any special meeting nor less than the fourteen continuous days prior to the annual meeting.

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

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

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

### ARTICLE III BOARD OF DIRECTORS

3.1 Director Selection. The affairs of the Association shall be governed by a Board of Directors, serving without compensation, composed of not less than three nor more than nine directors. There shall never be less than three directors. The first Board named in the Articles and their successors prior to transfer of control of the Board to the non-Developer members, shall be appointed by the Developer and need not be Members.

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

3.3 Qualifications. Except with respect to directors appointed by the Developer, directors must be Owners at all times during their service as directors, and any such director who ceases to be an Owner shall not be eligible to serve as a director. Subject to the foregoing provisions of this Section 3.3, the term "Owner" shall be deemed to include, without limitation, any shareholder, director, officer, partner in, or trustee of a person which is either alone or in conjunction with any other party, an Owner. Any individual who would not be eligible to serve as a director of the Board were they not a shareholder,

director, officer, partner in, or trustee of such a party, shall be deemed to have disqualified themselves from continuing in office if they cease to have any such affiliation with that party.

3.4 Vacancy. If less than a majority of the directors is recalled at a meeting, no election of replacement directors shall be conducted at the Member meeting as the remaining directors (by affirmative vote) have the right, in their discretion, to fill these vacancies subject to the provisions of Section 718.301 of the Condominium Act and Rules 61B-23.003 and 61B-23.0026, Florida Administrative Code. In the alternative, if less than a majority of directors is recalled at the Member meeting, the Board may call and conduct an election which meets the requirements of Section 718.112(2)(d) of the Condominium Act, and Rule 61B-23.0021, Florida Administrative Code, to fill a vacancy or vacancies. If a majority or more of directors is recalled at the meeting, an election, subject to the provisions of Section 718.301 of the Condominium Act, and Rules 61B-23.003 and 61B-23.0026, Florida Administrative Code, shall be conducted at the recall meeting to fill vacancies on the Board occurring as a result of the recall. The voting interests may vote in person or by limited proxy to elect replacement directors in an amount equal to the number of recalled directors. Notwithstanding the above, only the Developer may elect to fill a vacancy on the Board previously occupied by a Board member elected or appointed by the Developer, in which case a quorum for purposes of that election shall consist of a majority of Units owned by the Developer. Only Owners other than the Developer may elect to fill a vacancy on the Board previously occupied by a Board member elected or appointed by Owners other than the Developer.

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

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

3.7 Quorum. A quorum for the transaction of business shall consist of at least half of the directors present in person or by telephone conference; *provided, however*, less than a quorum may adjourn a meeting from time to time. The vote of a majority of directors who are present at any meeting where a quorum is present shall constitute a decision of the Board.

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

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

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

- (a) To elect the officers of the Association as hereinafter provided;
- (b) To administer the affairs of the Association and the Condominium and formulate policies for such purposes;
- (c) To adopt administrative rules and regulations governing the administration, management, operation and use of the Condominium and to amend such rules and regulations from time to time;
- (d) To provide for the maintenance, repair and replacement of those parts of the Condominium stated in the Declaration to be maintained by the Association;
- (e) To provide for the designation, hiring and removal of employees and other personnel or service companies, including a property manager, to engage or contract for the services of others, to make purchases for the maintenance, repair, replacement, administration, management and operation of the Condominium and to delegate any such powers to the employees or agents of the Association;
- (f) To estimate the amount of the annual budget, to provide the manner of assessing and collecting from the Members their respective shares of such estimated expenses and to assess any supplemental Assessment as the Board shall deem necessary;
- (g) Unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Members as expressed in a resolution duly adopted at any annual or special meeting of the Members;
- (h) To exercise all other powers and duties of the Board provided for in the Declaration and the Articles; and
- (i) To grant permits, licenses and easements over the Common Elements for utilities, roads and other purposes necessary for the proper operation of the Condominium.

#### **ARTICLE IV OFFICERS**

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE V RECORDS**

5.1 Accounting. The Board shall maintain accounting records according to generally accepted accounting practices, which records shall be open to inspection by Members at reasonable times and upon reasonable notice. These accounting records shall include a record of receipts and expenditures and a separate account for each Member showing the Assessments charged to and paid by such Member. Within sixty days after the end of each fiscal year, the Board shall cause to be furnished to each Member a statement for such year showing the receipts and expenditures and such other information as the Board may deem desirable. Upon reasonable notice to the Board, any Member shall be furnished a statement of their account setting forth the amount of any unpaid Assessments or other charges due and owing from such Member.

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

any Member at reasonable times and upon reasonable notice.

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

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

## ARTICLE VI AMENDMENT

6.1 Developer/Members. The Developer may amend these Bylaws unilaterally for the reasons set forth in Section 12.3 of the Declaration. In addition, these Bylaws may be amended by the Members at any annual or special meeting; *provided, however*, that notice shall be given to all Members not less than thirty days in advance of the meeting setting forth the purpose of the meeting. If a quorum is present, the affirmative vote of a majority of the votes of Members represented at the meeting shall be the vote of the Members. Notwithstanding the foregoing, those provisions of these Bylaws, which are governed by the Declaration or by Florida law may not be amended, repealed or altered except as provided in the Declaration or by applicable law. No amendment shall be made to these Bylaws without the consent of the Developer so long as the Developer owns a Unit.

6.2 First Mortgagees. In addition to the requirements set forth in Section 6.1 above, in the event that an amendment to these Bylaws is of a material adverse nature to First Mortgagees, notice of any meeting being called for such purpose shall be sent to First Mortgagees not less than thirty days in advance of the meeting setting forth the purpose of the meeting. No amendment to these Bylaws of a material adverse nature to First Mortgagees shall be effective unless agreed to by fifty-one percent of First Mortgagees.

All amendments of these Bylaws shall be duly recorded as an exhibit to the Declaration in the Public Records of Duval County, Florida.

## ARTICLE VII SUPREMACY

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

## ARTICLE VIII MISCELLANEOUS

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

as necessary to prevent damage to the Common Elements or to a Unit(s).

8.2 Leasing. The following covenants regarding the rental/leasing of Units shall apply to the extent they do not conflict with the requirements of any Agency for which project approval is desired. In such event, the requirements of the applicable Agency shall control.

A Member shall have the right to lease their Unit in its entirety upon such terms and conditions as the Member may deem advisable; *provided, however:*

- (a) No leases shall be made for less than a one hundred eighty day period;
- (b) All leases shall be in writing and shall provide that the lease is subject to the terms of (i) the Declaration, (ii) the Master Declaration, (iii) the Articles, Bylaws, and any Rules and Regulations adopted by the Association, and (iv) the articles, bylaws and any rules and regulations adopted by the Master Association;
- (c) A copy of the lease is provided to the Association prior to tenant occupancy; and
- (d) A Unit may only be leased for the uses provided herein.

The Board may prohibit the leasing of a Unit while the Member is in default in the payment of Assessments, Individual Unit Charges, or any other charges due the Association. The Member remains responsible for paying all Assessments to the Association regardless of whether the Owner's lease imposes that responsibility on the tenant or not. The Board may adopt further rules regarding the leasing of Units that are not inconsistent with the terms of these Bylaws; *provided, however,* no such rules shall negatively affect any leasing program of the Developer.

8.3 Notices to Association. A Member who mortgages their Unit, or executes and delivers, or assumes or purchases their Unit subject to any First Mortgage, shall notify the Secretary of the name and address of the First Mortgagee, and thereby authorize the Association to furnish such information the First Mortgagee may request respecting unpaid Assessments, taxes or other information concerning their Unit or as may be provided by the Declaration.

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

[REMAINDER INTENTIONALLY LEFT BLANK]

The foregoing was adopted as the Bylaws of the Old San Jose on the River Coach House Condominium Association, Inc., a Florida not-for-profit corporation on May 10<sup>th</sup>, 2011.

Old San Jose on the River Coach House  
Condominium Association, Inc., a Florida not-  
for-profit corporation

By:



\_\_\_\_\_  
Brian Wilson, President

**Exhibit E**

(Undivided Interest in Common Elements/Common Surplus and Share of Common Expenses)

<b>Unit</b>	<b>Sq. Ft.</b>	<b>Percentage</b>
101	1,774	21.6711%
102	1,774	21.6711%
201	2,319	28.3289%
202	2,319	28.3289%
<b>Totals</b>	<b>8,186</b>	<b>100.000%</b>