



FOLEY & LARDNER LLP

Prepared by and return to:
Emerson M. Lotzia, Esq.
Matthew G. Breuer, Esq.
Lawsikia J. Hodges, Esq.
Foley & Lardner LLP
One Independent Drive, Suite 1300
Jacksonville, Florida 32202
026758/0107
(904) 359-2000
(904) 359-8700 (fax)

(Reserved for Clerk)

DECLARATION OF CONDOMINIUM

OF

WATER'S EDGE CONDOMINIUM

by

Water's Edge Condominiums, LLC, a Florida limited liability company
Jacksonville Beach, Florida

("Developer")

JACK_422255

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- C. Bylaws of the Association
- D. Consent of Mortgagee

DECLARATION OF CONDOMINIUM
OF
WATER'S EDGE CONDOMINIUM

WATER'S EDGE CONDOMINIUMS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ("Developer"), the owner and holder of the fee simple title to the real property located in Jacksonville Beach, Duval County, Florida, and described on Exhibit A attached hereto and made a part hereof by reference ("Property"), hereby submits to condominium ownership pursuant to Chapter 718, Florida Statutes, as amended ("Condominium Act"), the Property and all improvements now existing thereon and/or hereafter erected thereon and all equipment, furnishings and fixtures now or hereafter located thereon.

The Property and any additional property added to the condominium by amendment to this Declaration, shall hereafter be known as Water's Edge Condominium ("Condominium") and shall be subject to provisions, restrictions, reservations, covenants, and conditions and easements hereinafter set forth, all of which shall constitute covenants running with the land, binding upon owners and lessees of any part of the Property, and their heirs, successors, administrators and assigns.

ARTICLE I
DEFINITIONS

1.1. Association shall mean Water's Edge Oceanfront Condominium, Inc., a non-profit Florida corporation organized to administer and manage this Condominium. A copy of the Articles of Incorporation is attached hereto as Exhibit B.

1.2. Board of Directors shall mean the board of directors of the Association which shall have the powers and duties specified in the Bylaws of the Association, a copy of which is attached hereto as Exhibit C.

1.3. Common Elements shall mean all of the Condominium Property except the Units and shall include but not be limited to:

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

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

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

(d) All utility lines, equipment and installations which serve more than one Unit or the Common Elements;

(e) All driveways, sidewalks and entranceways and all other means of ingress and egress to the Condominium Property;

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

(g) All personal property located on the Condominium Property used for the maintenance and operation of the Condominium, and for the common use and enjoyment of the Owners except personal property owned by Unit Owners;

- (h) The installed swimming pool and pool storage room; and
- (i) The Surface or Stormwater Management System.

1.4. Common Expenses shall mean:

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

(b) Expenses declared Common Expenses of the Association;

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

(d) A pro rata share of the administration, insurance, maintenance, operation, repair and replacement of facilities which may be deeded to the Association.

1.5. Common Surplus shall mean all amounts held by the Association in excess of estimated current operating expenses and reserve funds.

1.6. Condominium Parcel shall mean a Unit in this Condominium together with the undivided interest in the Common Elements appurtenant thereto, Limited Common Elements reserved to the Units, one membership in the Association, an undivided share in the Common Surplus and an obligation to bear a portion of the Common Expenses.

1.7. Condominium Property shall mean all of the property subjected to condominium ownership.

1.8. Limited Common Elements shall mean those Common Elements which are reserved for the use of a Unit(s), as specified herein, to the exclusion of all others. The Limited Common Elements shall include Parking Spaces and Storage Spaces, which are depicted in the Survey, Graphic Description and Plot Plan described in Exhibit A and which shall be Limited Common Elements for the exclusive use of the Unit to which it is initially assigned by the Developer, in its sole and absolute discretion (a copy of each Certificate of Assignment shall be included in the records of the Association).

1.9. Owner shall mean the person or entity owning in fee simple a Condominium Parcel.

1.10. St. Johns River Water Management District shall mean the St. Johns River Water Management District described in Section 16.2.

1.11. Surface Water or Stormwater Management System shall mean the system described in Section 16.1.

1.12. Unit shall mean a unit as defined by the Condominium Act subject to the boundary description in Article III of this Declaration, any air conditioning or heating equipment servicing a particular Unit which may be located inside or outside a Unit's boundaries.

**ARTICLE II
DESCRIPTION OF CONDOMINIUM**

2.1. Name. The name of this Condominium shall be Water's Edge Condominium.

2.2. Description of Property. Attached hereto as composite Exhibit A are a survey and description of the Condominium Property. Exhibit A also shows the Common Elements, Limited Common Elements and floor plans of Units.

The Condominium will contain sixteen (16) Units in one (1) building with six (6) floors of residences. The Condominium also includes one (1) floor of automobile parking area

under the residential building for covered automobile parking spaces and an uncovered automobile parking area outside the residential building (collectively, the "Parking Spaces") and storage spaces located under the residential building ("Storage Spaces").

2.3. Type and Size of Units. Shown below are the type, number of bedrooms and bathrooms, and size of the Units:

Interior Floor Space Square Footage			
Number of Units	Type	Bedrooms/Baths	Size (Interior floor space, as defined in Article IV, Section 4.1(b))
4	North	3/3	2,298 sq. ft.
4	South	3/3	2,442 sq. ft.
5	West	3/3	1,980 sq. ft.
1	Unit 402	4/4	4,740 sq. ft.
1	Unit 701	3/3	2,769 sq. ft.
1	Unit 702	4/4	3,908 sq. ft.

Alternative Perimetrical Boundary Square Footage Required by Rule 61B-18.0051, Florida Administrative Code			
Number of Units	Type	Bedrooms/Baths	Size
4	North	3/3	2,144 sq. ft.
4	South	3/3	2,274 sq. ft.
5	West	3/3	1,915 sq. ft.
1	Unit 402	4/4	4,473 sq. ft.
1	Unit 701	3/3	2,605 sq. ft.
1	Unit 702	4/4	3,650 sq. ft.

Developer reserves the right to make non-material changes in the legal description of the land in the Condominium Property. The Units and their respective percentage shares of

Common Elements and Common Expenses, are calculated in Article IV of this Declaration. Each Unit has one vote in the Association.

Recreational facilities planned within the Condominium include an outdoor swimming pool and pool storage room located as shown on Exhibit A attached hereto. These facilities are intended for use by the Owners of the Condominium and their guests. Developer will expend not less than \$1,000.00 in providing personal property to be used in connection therewith.

2.4. Parking Spaces and Storage Spaces. The Parking Spaces and Storage Spaces are depicted and described in Exhibit A attached hereto. The Parking Spaces and Storage Spaces shall be Limited Common Elements for the exclusive use of the Unit to which each Parking Space is assigned by the Developer, in its sole and absolute discretion. The Storage Spaces will not initially be assigned to a Unit, but may be assigned by the Developer or the Association at a later date.

(a) Boundaries of Parking Space

The boundaries of the Parking Spaces under the residential building and outside the residential building shall be determined as follows:

(i) The upper horizontal boundary shall be the lower surface of the unfinished ceiling of the parking level for those parking spaces under the residential building and ten (10) feet above the upper surface of the parking lot for those Parking Spaces outside the residential building;

(ii) The lower horizontal boundary shall be the upper surface of the unfinished floor of the parking level or parking lot; and

(iii) The vertical boundaries for the Parking Spaces bounded by a wall on one side shall be: (i) the interiors of the boundary walls along the side and rear of the Parking Spaces; (ii) an imaginary vertical plane running down the center of the stripe painted on the floor dividing the Parking Space from the adjacent Parking Space ("Dividing Stripe") located on the interior side of the Parking Space extending back to the rear wall of the Parking Space, and (iii) an imaginary vertical plane running from that point on the Dividing Stripe which is furthest from the rear wall extending across the front of the parking space to the respective side wall.

(iv) The vertical boundaries for the Parking Spaces bounded on both sides by a Dividing Stripe shall be: (i) the interior of the rear boundary wall or rear Dividing Stripe, if applicable; (ii) imaginary vertical planes running on the center of the Dividing Stripe extending to the rear wall or rear Dividing Stripe, if applicable, of the Parking Space; and (iii) an imaginary vertical plane extending between the points on the Dividing Stripes which are furthest from the rear wall or rear Dividing Stripe, if applicable, across the front of the Parking Spaces.

(b) Assignment of Parking Spaces and Storage Spaces. Developer retains the right to assign the exclusive use of one or more Parking Spaces and Storage Spaces to particular Units. Developer shall be entitled to any consideration paid for the initial assignments, if any. Developer's right to assign Parking Spaces and Storage Spaces shall continue until Developer assigns all Parking Spaces and Storage Spaces. Thereafter, the Association shall have the

right to assign unassigned Parking Spaces and Storage Spaces provided that the Association may not change Developer's assignments without the consent of the Owner of the Condominium Unit to which such Parking Spaces and Storage Spaces have been assigned. Parking Spaces and Storage Spaces may be assigned only to Units within the Condominium, and may be transferred only among Unit Owners; provided, however, that each Unit Owner shall retain at least one (1) Parking Space located under the residential building at all times.

(c) Procedure for Assignments. The assignment of a Parking Space and Storage Space shall be made by describing the particular space in a document entitled Certificate of Assignment ("Assignment"). The Association shall maintain records of all assignments made and list each assignee of each Parking Space and Storage Spaces and the transfers thereof in such records (the "Assignment Book"). Upon assignment of a Parking Space or Storage Space, the Developer shall provide the Association with a copy of the recorded Assignment for its Assignment Book. Upon transfer of title to the Unit to which an assignment of a Parking Space and Storage Space has been made, it shall be assumed that the transfer included the transfer of the assigned Parking Space and Storage Space, unless the Association receives a written notice from the seller and buyer of the Unit indicating otherwise. In the event two (2) or more Unit Owners wish to exchange Parking Spaces or Storage Spaces, all Unit Owners affected shall execute an Assignment. The transfer of use rights among the Developer and Unit Owners shall be complete and effective when the Assignment is recorded in the public records of Duval County, Florida. The costs of preparing and

recording the Assignment shall be borne by the Unit Owners desiring the exchange or transfer. The Unit Owners shall deliver a recorded copy of the Assignment to the Association to maintain in the Assignment Book.

(d) Maintenance. The Association shall maintain any Parking Space and Storage Space constructed under the provisions of this paragraph in the same manner it maintains other portions of the Condominium Property.

Accessible parking spaces numbers 21 and 5 (individually "APS 21" and "APS 5" and collectively, the "APS") designed to accommodate disabled persons in accordance with the Fair Housing Amendments Act of 1988 have been assigned to Unit 201 and to Unit 501, respectively. The APS may be used by non-disabled persons residing in Unit 201 and Unit 501, respectively, so long as the APS is not needed to accommodate a disabled-person residing at the Condominium. If the Owner of Unit 201 or Unit 501, or a member of such Owner's family who resides at Unit 201 or Unit 501, as applicable, does not own a disabled parking permit or license plate pursuant to Florida Statutes, Sections 316.1958, 320.084, 320.0842, 320.0843, 320.0845 and 320.0848 (collectively, the "Parking Permit"), and if another Owner, or a member of such Owner's family who resides at the Condominium obtains a valid Parking Permit and delivers written notice of such Parking Permit to the Owner of Unit 201 or Unit 501, the Owner of Unit 201 or Unit 501, as applicable, shall within 90 days of receiving such notice exchange the APS with the non-accessible parking space of the Owner having a valid Parking Permit or license plate. In the event of any such exchanges, the following terms and conditions shall apply: (i) APS 5 shall be exchanged first, and (ii) all exchanges shall be made on a "like-kind" basis, i.e., a Parking Space located under the residential building for APS 5 or an uncovered Parking Space for the uncovered APS 21.

The exchange of parking spaces, free and clear of all encumbrances, shall take place with the use of exchange deeds which are recorded in the public records of Duval County, Florida and the exchange shall be reversed 90 days after the Parking Permit expires. All closing costs for the exchange and any reversal, including any attorneys' fees for the preparation of the deeds any other documents necessary for the exchange or reversal, shall be paid by the Owner requesting the exchange. Any mortgages or judgments encumbering the exchanged parking spaces shall, to the extent allowed by law, be automatically released from the parking space being conveyed and automatically be spread to the parking space being received.

ARTICLE III OWNERSHIP OF UNITS AND BOUNDARIES

3.1. Ownership. Each Unit, and all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property subject only to the provisions of this Declaration and other covenants, restrictions and easements of record. Each Owner shall be entitled to exclusive possession of his Unit subject to the provisions of this Declaration.

3.2. Boundaries. The boundaries of each Unit shall be determined as follows:

- (a) The upper horizontal boundary shall be the lower surface of the unfinished ceiling of the uppermost level of each part of the Unit;
- (b) The lower horizontal boundary shall be the plane or upper surface of the unfinished floor of the lowest floor level of each part of the Unit; and
- (c) The vertical boundaries shall be the interiors of the boundary walls of the Unit, except that where there is attached to the building a balcony, terrace,

canopy, stairway or other portion of the building serving only the Unit being bounded, the boundary shall include all of such structure.

**ARTICLE IV
UNITS AND APPURTENANCES**

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

4.1. Common Elements, Common Surplus and Common Expenses.

(a) Each Condominium Parcel shall include an undivided percentage interest in the Common Elements and Common Surplus as provided below and shall bear the same proportion of the Common Expenses as its ownership interest in the Common Elements and Common Surplus, all as determined by the formula set forth below:

$$\frac{\text{Perimetrical Boundary square feet of each individual Unit}}{\text{Total perimetrical boundary square feet of all Units}} = \frac{\text{Unit percentage ownership in Common Elements and Common Surplus and responsibility for Common Expenses}}{\text{Common Elements and Common Surplus and responsibility for Common Expenses}}$$

Shown below are the percentage shares of ownership for the Units:

Floor Number*	Unit Number	Square Footage**	Type	Percentage of Common Elements, Common Surplus and Common Expenses***
Floor 2	201	1,915	W	5.0428%
	202	2,144	N	5.6458%
	203	2,274	S	5.9882%
Floor 3	301	1,915	W	5.0428%
	302	2,144	N	5.6458%
	303	2,274	S	5.9882%
Floor 4	401	1,195	W	5.0428%
	402	4,473	402	11.7788%
Floor 5	501	1,915	W	5.0428%

	502	2,144	N	5.6458%
	503	2,274	S	5.9882%
Floor 6	601	1,915	W	5.0428%
	602	2,144	N	5.6458%
	603	2,274	S	5.9882%
Floor 7	701	2,605	P-1	6.8598%
	<u>702</u>	<u>3,650</u>	P-2	<u>9.6116%</u>
TOTAL		37,975		100.0000

W = West

N = North

S = South

402 = Unit 402

P-1 = Unit 701

P-2 = Unit 702

*There is one level of parking and storage for the Units under Floor 2.

**Perimetrical Boundary square feet per Exhibit A-17.

***Any reference to percentage interest of Common Elements, Common Surplus and Common Expenses shall mean the following percentage shares.

(b) As a history of this Section 4.1 and not in derogation of the meaning of and operation of Section 4.1(a), before Rule 61B-18.0051, Florida Administrative Code (effective February 7, 2006), required the use of perimetrical boundary square footage, earlier drafts of this Declaration and advertising for this Condominium used interior floor space square footage for the formula in this Section 4.1. Interior floor space was defined as all heated and air conditioned space, plus the walls and space of any flex-space balcony serving only the Unit, all as calculated and assigned by the Developer based on the plans and specifications. Such historical interior floor space was calculated and shown as follows:

Floor Number*	Unit Number	Square Footage**	Type
Floor 2	201	1980	W
	202	2298	N
	203	2442	S

Floor 3	301	1980	W
	302	2298	N
	303	2442	S
Floor 4	401	1980	W
	402	4740	402
Floor 5	501	1980	W
	502	2298	N
	503	2442	S
Floor 6	601	1980	W
	602	2298	N
	603	2442	S
Floor 7	701	2769	P-1
	<u>702</u>	<u>3908</u>	P-2
TOTAL		40,277	

W = West

N = North

S = South

402 = Unit 402

P-1 = Unit 701

P-2 = Unit 702

*There is one level of parking and storage for the Units under Floor 2.

**Square Foot interior floor space as defined in this Section 4.1(b).

Each Owner, the Developer and the Association may use the Common Elements for the purposes for which they are maintained, but no such use shall hinder or encroach upon the lawful rights of other Owners. The Common Elements shall remain undivided, and no Owner or any other person shall bring any action for partition or division of the whole or any part thereof so long as the Unit buildings or any one of them may exist in useful condition upon the land.

4.2. Membership in the Association. Ownership of a Unit shall entitle the Owner to membership in the Association and an interest in the funds and assets of that corporation equal to his percentage share in the Common Elements.

4.3. Voting Rights. Each Owner shall have a vote in the Association equal to the number of Units he owns.

4.4. Easements. Each Unit shall have as an appurtenance, the following easements:

(a) An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as such Unit may be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time;

(b) An easement through all Common Elements for ingress, egress, maintenance, repair and replacement;

(c) Easements through Units for maintenance, repair and replacement of the Unit and Common Elements and for other necessary purposes; provided, however, such access shall be only during reasonable hours except in case of emergency; and

(d) An easement for encroachments of Units in any other Unit or the Common Elements.

(e) The wall separating the Unit of one Owner from the Unit of a vertically or horizontally adjoining Owner shall be referred to as a "divider wall". A divider wall shall not be removed or constructed by an Owner, except as provided in this subsection 4.4(e). In the event a Unit Owner acquires an adjacent Unit and a divider wall is no longer intended to completely separate the adjoining Units, the Owner may remove the divider wall or construct or cause to be constructed a doorway or passageway between the adjoining Units (and an easement is hereby reserved and granted for such purpose) but only after having obtained all required governmental approvals. The removal of the divider wall or the construction of such doorway or passageway shall be at the sole cost and expense of the Owner performing same and such removal or construction shall

not diminish, or in any way impair, the structural integrity or soundness of the Building which is defined as the structure in which the Units and Common Elements are located. When title to adjoining Units (which do not then share a complete divider wall) shall vest in two individuals or entities who thereupon become vertically or horizontally adjoining Unit Owners, then the Owners of such adjoining Units, acting together, must construct, sharing the costs and expenses therefor equally, a divider wall to completely or partially separate said adjoining Units. A divider wall may not be constructed or erected, however, until the review (at the expense of the Unit Owner) and consent of the Association and until all governmental approvals, as aforesaid, have been obtained. Any such construction shall be effected at the expense of the Owner(s) performing same and in accordance with the plans and specifications for construction. In no event may a divider wall be constructed if the structural soundness of the Condominium building may in any way be affected thereby. That part of the divider wall located within the boundary of the Unit shall be part of the Unit. Adjoining Units which share a divider wall shall have a cross-easement of support in the portion of the divider wall not located within the boundary of the Unit. Maintenance and repair of the divider wall shall be accomplished by the appropriate Owners. Each Owner shall be responsible for any damage caused to a divider wall by its negligent or intentional acts or the negligent or intentional acts of its employees or agents, and the cost of said repair shall be the specific obligation of that Owner.

Either the Developer or the Association may grant additional easements or relocate existing easements within the Condominium Property as the Developer or the

Association may deem appropriate for the proper operation and maintenance of the Condominium, the general welfare of Unit Owners, or to provide for future development, so long as such easements do not unreasonably interfere with the use of the Units as contemplated herein. Any such easements may be executed only by the Developer or the Association.

**ARTICLE V
DEVELOPER'S UNITS AND PRIVILEGES**

5.1. Right to Own and Sell. Notwithstanding anything herein to the contrary, the Developer (which term shall include its officers and directors) has the irrevocable power to sell, lease or rent Units to any person. Developer shall have the right to transact on the Condominium Property any business necessary to consummate the sale, lease or rental of Units, including but not limited to the right to maintain models, signs, offices and employees on the Condominium Property and use the Common Elements to show Units. A sales and rental office, signs and all items pertaining to sales and rentals shall not be considered Common Elements and shall remain the property of the Developer.

5.2. Assessments Against Unbuilt or Unsold Units. The Developer shall be excused, pursuant to Section 718.116(9)(a)(1), Florida Statutes, from payment of any Common Expenses attributable to Units owned by the Developer for a period of time terminating no later than the first day of the fourth calendar month following the month in which the closing of the sale of the first Unit occurs. However, during this period the Developer must pay the portion of the Common Expenses incurred which exceeds the amount assessed against other Unit Owners.

5.3. Easements for Access and Utilities. The Condominium Property and property to be deeded to the Association, if any, is subject to and the Developer expressly reserves a perpetual non-exclusive easement for ingress and egress and for all utility installation and maintenance over, across and under all the roadways, walks, parking and landscaped areas as

shown on Exhibit A attached to this Declaration. This easement shall benefit all land owned by the Developer. The Condominium Property shall be subject to a pedestrian easement and public walk to the City of Jacksonville Beach, Florida located approximately in the area shown on Exhibit A.

5.4. Developer's Right to Manage the Association. So long as Developer may elect a majority of the members of the Board of Directors, Developer hereby reserves unto itself the right to manage all of the affairs of the Association including naming all directors or such portion of the members of the Board of Directors as specified and limited in Section 718.301, Florida Statutes. Developer's rights reserved herein shall be exercised according to the Association's organizational structure to take all actions and do all things on behalf of the Association for the maintenance and operation of the Condominium Property, the determination and collection of assessments, the enactment and enforcement of regulations respecting the use of the Condominium Property and the payment of all Common Expenses.

Unit Owners shall be entitled to elect directors of the Association in the following proportions and at the following times, in the manner provided in the Association Bylaws:

(a) Unit Owners shall be entitled to elect one-third (1/3) of the Board of Directors when Unit Owners other than the Developer own record title to fifteen percent (15%) or more of the Units in the Condominium that will be operated ultimately by the Association;

(b) Unit Owners shall be entitled to elect a majority of the Board of Directors upon the earliest of:

(i) three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(ii) three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(iii) completion of all Units that will be operated ultimately by the Association, conveyance of at least one (1) to a purchaser other than the Developer, and failure of the Developer to offer any remaining Units for sale in the ordinary course of business;

(iv) conveyance of at least one (1) Unit to a purchaser other than the Developer, and failure of the Developer to construct the other Units or offer them for sale in the ordinary course of business; or

(v) seven (7) years after the date of recording this Declaration.

Notwithstanding the above, the Developer shall be entitled to elect the remaining members of the Board of Directors, other than the members elected by the Owners as provided above, so long as the Developer owns record title to at least five percent (5%) of the Units ultimately to be operated by the Association and holds those Units for sale in the ordinary course of business.

Within seventy-five (75) days after the Unit Owners become entitled to elect any members of the Board of Directors, or any earlier time, if Developer so elects, the Developer shall call a meeting of the Association for the election of directors. The Unit Owners shall be given at least sixty (60) days' notice of the meeting, furnished in the manner provided in the

Bylaws of the Association. At the meeting the Owners shall elect directors who shall replace those named by the Developer and who shall serve until the next regularly scheduled annual meeting of the Association when their successors shall be elected as provided in the Bylaws.

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

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

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

5.6. Assignment. Developer may assign its rights under this Declaration and in the Association.

**ARTICLE VI
MANAGEMENT OF THE ASSOCIATION**

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

corporation under the laws of the State of Florida, the powers created by the Condominium Act, and the rights, powers and duties accorded to it by this Declaration. All expenses of the Association shall be assessed as Common Expenses of the Owners, as provided in the Bylaws.

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

6.3. Register. The Association shall maintain a current register of the names and addresses of all Unit Owners and mortgagees holding mortgages encumbering any Condominium Parcels provided that such information is provided to the Association by the Unit Owner or the mortgagee.

6.4. Director Qualifications. Except for directors elected by the Developer, each director shall be a Unit Owner or the spouse of a Unit Owner (or, if a Unit Owner is a corporation, partnership, or trust, a director may be a director, officer, partners or agent of such Unit Owner). If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board of Directors shall be deemed vacant.

ARTICLE VII MAINTENANCE, ALTERATION AND REPAIR

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

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

(a) All Common Elements, including but not limited to all boundary walls of the Units except interior surfaces, all portions of the Unit contributing to the support of the building, the outside walls of buildings, floor and ceiling slabs, load bearing walls, floor slabs of patios, all exterior fixtures, pool, pool storage room and air conditioning equipment other than the equipment within or exclusively serving the Units;

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

(c) All Limited Common Elements;

(d) All balconies;

(e) All property owned by the Association; and

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

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

7.2. Owner. The Owner shall:

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

(i) Heating and air conditioning equipment servicing the Unit, and the ducts, pipes, wiring, controls and other apparatus serving only that Unit, even though located outside the Unit boundaries;

(ii) All kitchen and bathroom fixtures, apparatus and equipment;

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

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

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

(c) Not paint or otherwise decorate or change any portion of the exterior to the Unit; and

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

If the Owner shall fail to commence and diligently pursue the maintenance and repair required by this paragraph within ten (10) days after receiving written notice of his failure to do so from the Association, the Association shall have the right to make such repairs, maintenance or replacement at the expense of the Owner and upon notice to the Owner that such repairs, maintenance or replacement has been made by the Association, the expenses therefore shall constitute an obligation immediately due and payable and bearing interest at the highest rate allowed by law (and, if none, at 18%) and the Association shall have a non-statutory lien (this is a contractual lien and not a lien pursuant to Chapter 718 of the Florida Statutes) for such unpaid obligation upon that Owner's Condominium Parcel including interest and attorney's fees incurred by the Association which are incident to the collection of the obligation or the enforcement of the lien. Such lien shall have the effect and shall be foreclosed the same as a mortgage under Florida law.

7.3. Alterations and Improvements. Neither an Owner nor the Association nor any other party (except the Developer as specifically set forth herein) shall make any alteration or additions or removals in the portions of a Unit that are to be maintained by the Association or do anything that will jeopardize the safety or soundness of the Condominium building or impair any easements without first obtaining unanimous approval in writing of: (i) the Owners and mortgagees of record of all Units in which such work is to be done; and (ii) the Board of Directors of the Association. Prior to the start of any such work which costs in excess of five thousand dollars (\$5,000.00), a copy of plans for such work prepared by an architect licensed to practice in Florida shall be filed with the Association. Alterations, additions or removals to the Common Elements may be made upon the approval of the Owners of two-thirds (2/3) of the votes in the Association. Alterations changing the configuration of the Unit in a material fashion

may be made upon approval by the record title Unit Owner of the Unit being reconfigured, all record Owners of liens on the Unit, and the Owners of a majority of the votes in the Association.

7.4. Reconstruction or Repair After Casualty.

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

(i) Obtain reliable and detailed estimates of the costs to rebuild or repair, and the amount of insurance proceeds available to pay such costs; and

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

At the meeting, the Owners shall consider whether to repair or replace the damage or to terminate the Condominium. If Owners having sixty-six and two-thirds percent (66.67%) of the voting interest of the Association vote to repair or replace the damaged property, it shall be repaired or replaced. Otherwise, the Condominium shall be terminated without agreement as provided in Article XIII, paragraph 13.1.

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

Condominium Property, and the Association shall have the same rights as therein provided (Article VII, Paragraph 7.2) to make repairs which are the responsibility of an Owner if that Owner fails to do so.

(c) Proceeds. If the damage is to be repaired, the Association shall make available the proceeds of insurance for such work. If the proceeds of insurance are not sufficient to reconstruct and repair the damaged property, assessments for repair of Common Elements shall be made against Owners in proportion to each Owner's share in the Common Elements of sufficient amounts for payment of such costs for the Common Elements, and charges ("Charges") shall be made against the Owners responsible for the repair of the Unit, in sufficient amounts to provide funds for payment of such costs for the Unit. The Charges are due on demand and shall constitute an obligation of the particular Owner to the Association bearing interest at the highest rate allowed by law, and if none, at eighteen percent (18%) per annum. The Charges shall be secured by a security interest and non-statutory lien in the Owner's Condominium Parcel which security interest and lien shall have the effect and shall be foreclosed the same as a mortgage under Florida law. The Association shall receive its attorney's fees and cost on any enforcement of the Charges and the security interest or lien therefore. Charges for repair of a particular Unit shall be made against the Owner of that Unit.

(d) Disbursements of Funds. If the amount of the estimated costs of reconstruction and repair is less than ten thousand dollars (\$10,000.00) and does not involve damage to structural parts of a building, the Board of Directors shall

disburse funds for repair derived from insurance proceeds plus assessments immediately upon their receipt. If the amount is ten thousand dollars (\$10,000.00) or more, or involves damage to structural parts of a building, funds shall be disbursed by the Board of Directors only:

- (i) after the Board of Directors has approved the contractor to perform the repair work and the terms of the repair contract; and
- (ii) only to the extent that work is, in the judgment of the Board of Directors, satisfactorily completed.

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

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

(e) Eminent Domain. The taking of a portion of a Unit, Limited Common Element reserved for any Unit, or of the Common Elements by eminent domain shall be deemed to be a casualty. All awards payable due to such taking

shall be paid to the Association and deemed to be proceeds from insurance on the account of the casualty. If the casualty or eminent domain causes the Condominium to be terminated pursuant to Paragraph 7.4(a) of this Article, then all awards shall be distributed as provided therein. If the casualty does not cause the Condominium to be terminated, all such awards shall be used as follows:

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

(ii) If the taking destroys or so reduces the size of a Unit so that, in the judgment of the Board of Directors, it cannot be made tenantable, the award attributable to that Unit shall be paid entirely to the Unit Owner, or if a mortgagee is shown on the mortgagee roster, jointly to the Owner and mortgagee. Upon payment of such proceeds, the Owner shall convey his entire interest in that Condominium Parcel to the remaining Unit Owners in undivided shares in proportion to the ownership interests of those Owners in the Common Elements and, if the condemnation award paid with regard to such taking is less than the fair market value of the Unit and the Limited Common Elements assigned to

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

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

(iii) If part of the Common Elements are taken, all awards attributable to such taking shall be distributed to the Association which shall use such awards to repair or replace the Common Elements to the extent possible. If the award exceeds the cost of repair or replacement, the

excess shall be retained by the Association and become a part of the Common Surplus.

(iv) If the use of a Limited Common Element is lost due to eminent domain or condemnation and the Association is unable to repair or replace the use of the Limited Common Element, at the judgment of the Board of Directors, the award attributable to that Limited Common Element shall be paid entirely to the Unit Owner to which that Limited Common Element is reserved, or if the Mortgagee is shown on the mortgagee roster, jointly to the Owner and Mortgagee. Upon payment of such proceeds, the Owner shall convey his entire interest in the Limited Common Element to the remaining Unit Owners in undivided shares in proportion to the ownership interest of those Owners in the Common Elements and, if the condemnation award paid with regard to such taking is less than the fair market value of the Limited Common Elements, then the remaining Unit Owners shall pay the conveying Owner the difference between the fair market value of the Limited Common Element and the condemnation award, sharing such payments in proportion to their respective ownership interest in the Common Element.

ARTICLE VIII INSURANCE

The Association shall obtain and maintain policies of insurance, as required by law or deemed necessary by the Board of Directors, covering the Condominium Property and the real property of the Unit Owners. The Board of Directors shall have discretion in obtaining such

policies and shall maintain the master policies providing certificates of insurance to Unit Owners. The insurance obtained shall be subject to the following:

8.1. Casualty Insurance. The Association shall obtain casualty insurance covering all buildings, improvements and personal property included in the Common Elements and Limited Common Elements in an amount equal to its maximum insurable replacement value, if desirable, with deductible provisions against loss or damage by fire and other hazards covered by standard fire and extended coverage policies and such other risks including, but not limited to, flooding, vandalism and malicious mischief and such other insurance for the Association as is desirable or required by law. ALL OWNERS, MORTGAGEES, OCCUPANTS OF UNITS AND OTHER AFFECTED PARTIES ARE HEREBY ADVISED THAT IT MAY NOT BE ECONOMICALLY FEASIBLE OR OTHERWISE POSSIBLE TO INSURE THE IMPROVEMENTS FOR THEIR FULL REPLACEMENT VALUE AS A RESULT OF THE APPLICABILITY OF ZONING OR BUILDING CODES OR OTHER FACTORS. ACCORDINGLY, NEITHER THE ASSOCIATION OR ANY OFFICER OR DIRECTOR THEREOF SHALL BE LIABLE TO ANY PARTY WHATSOEVER IN THE EVENT OF A CASUALTY LOSS TO THE BUILDING WHICH EXCEEDS THE COVERAGE AFFORDED BY REASONABLY AVAILABLE INSURANCE.

8.2. Public Liability Insurance. The Association shall obtain insurance coverage for the Association and each owner against liability for accidents occurring on any of the Condominium Property.

8.3. Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that any increase in premiums caused by use of a Unit for purposes other than as a residence, or by misuse, occupancy or abandonment

of a Unit shall be assessed against the responsible Owner. Upon request, the Association shall furnish evidence of payment of premiums to Owners or mortgagees.

8.4. Proceeds. All proceeds of insurance policies purchased by the Association shall be payable to the Association and the Unit Owners. The Association shall hold the proceeds it receives in trust, to be distributed as provided herein.

8.5. Association as Agent. The Association is irrevocably appointed as agent for each Owner and for each mortgagee or other lienholder and for each owner of any other interest in the Condominium Property to adjust all claims affecting the Common Elements arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims.

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

ARTICLE IX ASSESSMENTS AND LIENS

9.1. Common Expenses. Each Unit Owner shall pay his portion of the Common Expenses for the Condominium and the Association.

9.2. Budget. The Board of Directors shall approve annual budgets of projected expenses for each fiscal year and assess each Owner for his proportionate share of such expenses; provided, however, that so long as the Developer is in control of the Board of Directors, it shall not, without the consent of a majority of the voting interests of the Unit Owners, impose a total assessment for any year which is greater than one hundred fifteen percent (115%) of the amount for the previous fiscal year.

9.3. Payment. Each Unit Owner's assessment for his Condominium Parcel shall be due and payable in advance to the Association in twelve (12) equal monthly installments, unless some other payment schedule is adopted by the Board of Directors. In order to cover expenditures which are not included in the annual budget, the Board of Directors may levy special assessments against Unit Owners in proportion to their share of the Common Expenses. In addition, the Board of Directors may charge Owners for certain expenses attributable solely to their Unit. Such charges may be for costs specifically provided herein, such as reconstruction or repair after casualty, or may be in the discretion of the Board of Directors. Such charges shall have the same security, force and effect as the Charges defined in Section 9.4 herein.

9.4. Liens and Late Charges. Any assessments provided for in this Declaration which are not paid when due shall bear interest from the due date until paid at the maximum rate allowed by law or such lower rate as the Board of Directors shall determine, shall be subject to a late charge as may be allowed by law and set and uniformly applied by the Board of Directors, and shall entitle the Association to attorneys' fees in the collection thereof. The Association shall have a lien on each Condominium Parcel as provided in Section 718.116, Florida Statutes, and any amendments thereto for any assessment, interest, costs, and attorneys' fees provided for in this Declaration. Such liens shall become effective as provided in Section 718.116, Florida Statutes, and any amendments thereto. In addition, the Association shall have all other remedies provided by the Condominium Act, the Bylaws, and other applicable laws for the collection of the above, or the enforcement of its lien. The Board of Directors may require Owners to maintain a minimum balance on deposit with the Association for working capital and other contingent expenses.

**ARTICLE X
USE RESTRICTIONS**

The Condominium Property shall be used for residential purposes only, subject to the following:

10.1. Lawful Use; Nuisances. All Owners and occupants of Units shall comply with all applicable laws, ordinances and regulations of all governmental bodies having jurisdiction over the Condominium Property. No nuisances, use or practice which annoys or interferes with residents shall be allowed on the Condominium Property. No loud or objectionable noises or odors which may disturb adjacent Units shall be permitted. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate. No fire hazard shall be allowed to exist. No Owner shall make or permit any use of his Condominium Parcel which will increase the rate of insurance upon the Condominium Property.

10.2. Parking. All parking areas and all driveways shall be used only for parking and driving. No boats, trailers, trucks or recreational vehicles may be kept or stored in any such areas without the prior written approval of the Association.

10.3. Rules and Regulations. The Board of Directors shall adopt reasonable rules and regulations for the use of the Condominium Property which may be amended from time to time, provided that the rules and regulations do not conflict with this Declaration or the Bylaws of the Association. The Association shall furnish copies of the rules and regulations to all Owners and residents of the Condominium. The Board of Directors may enforce the regulations by all reasonable means. All Owners and residents shall abide by the rules and regulations and Bylaws of the Association.

10.4. Signs. No signs, other than those of Developer, shall be displayed from a Unit or on the Common Elements or Limited Common Elements except those which have advance written approval from the Association.

10.5. Short Term Rentals. No Unit may be leased for a period of time less than six (6) consecutive months. Any proposed leases for terms in excess of six (6) consecutive months are subject to the approval of the Developer or its successors as set forth in Article XI hereof.

**ARTICLE XI
TRANSFER OF UNITS**

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

11.1. Transfers Subject to Approval. All transfers of a Condominium Parcel or any interest therein (including without limitation sales, leases, assignments or other transfers) shall be subject to the approval of the Developer or its successors, except:

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

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

11.2. Notice. Each owner desiring to transfer his Condominium Parcel in a manner subject to this Article ("Transferring Owner") shall first give the Developer written notice of the proposed transfer specifying the name and address of the intended transferee, his business or occupation, financial and character references, the terms of the proposed transfer including

copies of contracts providing for the transfer, and such other information as the Developer may reasonably request (all such information is herein called the "Notice").

11.3. Options of Developer. The Developer shall have thirty (30) days from receipt of the Notice to approve or disapprove the transfer. If approved, the Developer shall furnish a certificate of approval to the Transferring Owner as provided herein. If the Developer elects to disapprove the transfer, it shall have the following options:

(a) If the proposed transfer is a sale, the Developer shall have the option to purchase the Transferring Owner's interest in the Condominium Parcel upon the same terms as provided in the Notice or assign such right to a third party; or

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

11.4. Exercise of Options. Upon receipt of the Notice, the Developer shall:

(a) If the transfer is approved, furnish a certificate of approval to the Transferring Owner, authorizing him to proceed with the transfer;

(b) If a proposed sale is disapproved, the Developer shall promptly give written notice to the Transferring Owner stating its disapproval, and electing to exercise its option to acquire the Condominium Parcel on the same terms as stated in the Notice. The transfer to the Developer or its assignee shall be closed within thirty (30) days thereafter upon the same terms as stated in the Notice;

(c) If a transfer other than a sale is disapproved, the Developer may either exercise its option to acquire the Condominium Parcel on the same terms as stated in the Notice, or require the Transferring Owner not to make the proposed transfer. If the Developer elects to acquire the Condominium Parcel, the Transferring Owner shall be furnished written notice of the Developer's election to acquire the Condominium Parcel and the acquisition by the Developer or its assignee shall be closed within thirty (30) days thereafter on the same terms as provided in the Notice;

(d) If the Developer fails to give the Transferring Owner any notice of its election within thirty (30) days after receipt of the Notice, the Transferring owner may proceed to close the proposed transfer with the named transferee only, at any time within the next ninety (90) days at the price and on the terms stated in the Notice. The Developer shall, within a reasonable time after the transfer, furnish to the transferee a certificate of approval of the transfer which he may record in the public records of the county in which the property is located, at his expense. If the Transferring Owner fails to close the transaction within the ninety (90) day period upon the terms stated in the Notice, his Condominium Parcel shall again become subject to the Developer's right of approval as herein provided.

11.5. Form of Documents; Developer's Expenses. No Owner shall enter into any contract or other document providing for transfer of any interest in a Condominium Parcel unless such document specifically provides that the transfer is subject to the rights of the Developer contained in this Article, and further provides that the contracting parties shall indemnify the Developer against any costs or expenses, including reasonable attorneys' fees incurred by the

Developer and arising out of such documents, or disputes relating thereto. If any Owner fails to include such provisions in any contract or other document, that Owner shall so indemnify the Developer and the Developer shall have a lien upon that Owner's Condominium Parcel for its costs and expense, including reasonable attorneys' fees. Such lien shall have the effect and shall be foreclosed the same as a mortgage under Florida law.

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

11.6. Costs. No fees shall be charged in connection with approval or disapproval of any transfer of a Condominium Parcel, except that an Owner required to give the Notice, may be required to pay the expenses of the Developer in obtaining a credit report upon the prospective purchaser. Such expenses for which the Owner is responsible shall not exceed the amount permitted by the Condominium Act.

11.7. Unauthorized Transactions. If any Owner shall attempt to transfer any interest in his Condominium Parcel without complying with the foregoing provisions, the Developer shall have all of the remedies provided herein or under the laws of the State of Florida, including without limitation, the right to specific performance of the right of first refusal provided herein, and the right to injunctive relief preventing the proposed transfer. The Developer shall also have the right to purchase or acquire the transferred interest from the new Owner, upon the same terms and conditions as those by which the new Owner acquired such interest. If the Developer

elects to exercise this right, it may require the purchaser or lessee to convey his interest in the Condominium Parcel to the Developer or its duly selected assignee, upon the terms and conditions herein set forth.

11.8. Transfer by the Developer. If the Developer owns an interest in any Condominium Parcel, it shall have the authority at any time to sell, lease or otherwise transfer such interest in the Condominium Parcel upon such terms as the Developer shall deem advisable, without the necessity of complying with the foregoing provisions relating to its right of first refusal.

11.9. Exceptions. The foregoing provisions of this Article shall not apply to a transfer to or purchase by a mortgagee of record which acquires its title by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease (for a term of at least six (6) consecutive months) by that mortgagee. In addition, the foregoing provisions shall not require approval of a purchaser who acquires title to a Condominium Parcel at a duly advertised public sale with open bidding which is provided by law, including but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

ARTICLE XII AMENDMENTS TO DECLARATION

Except as elsewhere provided herein, amendments to this Declaration may be effected as follows:

12.1. By the Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting

considering the amendment may express their approval in writing, provided that such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, approvals must be by affirmative vote of Unit Owners owning in excess of a majority of the Units.

12.2. By the Developer. Notwithstanding anything in this Declaration to the contrary, the Developer, during the time it has the right to elect a majority of the Board of Directors of the Association, may amend the Declaration, the Articles of Incorporation or the By-Laws of the Association or the rules and regulations of the Association, without the vote or consent of Unit Owners or the Association, except for a "material amendment" described below, which shall be approved by a vote of the majority of the total voting interests of the Association, unless required by any governmental authority, in which case no approval is required. A "material amendment" means an amendment which changes the configuration or size of any Unit in a material fashion, materially alters or modifies the appurtenances to any Unit, or changes the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus.

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

No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the

full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision . . . for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

12.4. Provision Regarding Material Amendments. Except for amendments made by the Developer as provided in Section 12.2 above, and as otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit or Limited Common Element in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus, unless the record Owner(s) thereof, and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment and the amendment is otherwise approved by a majority of the voting interests of Unit Owners, unless the amendment is required by any governmental entity, in which event no such approval is required. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer without the consent of said Developer in each instance. The provisions of this Section 12.4 and Section 12.5 below may not be amended in any manner without the consent of the Developer so long as it owns any Units.

12.5. Mortgagee's Consent. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to mortgagees of Units without the consent of said mortgagees in each instance; nor shall an amendment make any change in the sections hereof entitled "Insurance" or "Reconstruction or Repair after Casualty" unless the Primary Institutional First Mortgagee shall join in the amendment. Except as specifically provided herein or if required by FNMA or FHLMC, the consent and/or joinder of any lien or mortgage holder on a Unit shall not be required for the adoption of an amendment to this Declaration and, whenever the consent or joinder of a lien or mortgage holder is required, such consent or joinder shall not be unreasonably withheld.

"Institutional First Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units or Condominium Property.

"Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owned to any other Institutional First Mortgagee.

ARTICLE XIII TERMINATION

The Condominium may be terminated in the following ways:

13.1. Destruction. In the event it is determined pursuant to Article VII, Paragraph 7.4(a), that the Condominium buildings shall not be reconstructed, the Condominium will be thereby terminated without agreement of the Owners and mortgagees of record.

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

13.3. Termination by Purchase of Dissenting Owner's Units. If members holding a majority of the voting interest in the Association desire termination, they may make a written request to the President of the Association for a meeting of the members to consider termination. Notice of the meeting shall be furnished as provided in the Bylaws. If the termination is approved at the meeting by a vote of not less than seventy-five percent (75%) of the voting interest of the Association, and if the consent of all mortgagees on record is obtained in writing not later than sixty (60) days from the date of the meeting, then the approving Owners shall have an option to buy all, but not less than all, of the Condominium Parcels of the non-approving Owners for the period ending on the sixtieth (60th) day from the date of the meeting. Approval of termination by an Owner at such meeting shall be irrevocable until the expiration of the option period, and if the option is exercised, the approval shall be irrevocable.

(a) Exercise of Purchase Option. The above option shall be exercised by delivery of the following instruments in person or by registered mail to each Owner of the Condominium Parcels to be purchased:

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

Condominium Parcels owned by them and the Condominium Parcels being purchased by each of them; and

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

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

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

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

ARTICLE XIV BINDING ARBITRATION

14.1. When Used. The process of arbitration as herein set forth shall be used to determine the fair market value of a Condominium Parcel for purposes of sale pursuant to Article XIII and when any controversy arises as to the construction of or compliance with any provision of this Declaration. Notwithstanding these provisions for binding arbitration, the provisions in the Bylaws and the Condominium Act for mediation and nonbinding arbitration shall control whenever the Condominium Act requires such.

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

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

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

**ARTICLE XV
SEVERABILITY**

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

**ARTICLE XVI
WATER MANAGEMENT SYSTEM RIGHTS**

16.1. Definitions. The Surface Water or Stormwater Management System means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges, and construction drawings and other documents submitted to the Water Management District for the issuance of such permit related to the foregoing.

16.2. Duties of the Association. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

16.3. Covenant for Maintenance Assessment. Assessments shall also be used for the maintenance and repair of the Surface Water or Stormwater Management System including but not limited to work within retention areas, drainage structures and drainage easements.

16.4. Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any part of the Condominium Property which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

16.5. Amendment. Any amendment to the Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Element, must have the prior approval of the St. Johns River Water Management District.

16.6. Enforcement by Water Management District. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

**ARTICLE XVII
GENERAL**

17.1. No Waiver of Rights. The failure of the Association, the Developer or any Unit Owner to enforce any covenant, restriction or other provisions of this Declaration or any exhibits thereto, shall not constitute a waiver of the right to do so thereafter.

17.2. Costs and Attorneys' Fees. In any proceeding arising out of an alleged breach of this Declaration or its exhibits, the prevailing party shall be entitled to recover all costs incurred with respect thereto, including without limitation, reasonable attorneys' fees at trial or on appeal.

17.3. Merger. Notwithstanding anything herein to the contrary, the declarations, bylaws and common elements of one or more independent condominiums may be merged with those of the Condominium upon the approval of the Owners of two-thirds (2/3) of the voting interests in the Association and the approval of all record owners of liens on the Condominium Property.

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

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

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

17.7. Execution of Documents; Attorney-in-Fact. Without limiting the generality of other Paragraphs of this Declaration and without such other Paragraphs limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the Condominium Property as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby the Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This Power of Attorney is irrevocable and coupled with an interest. The provisions of this Paragraph may not be amended without the consent of the Developer.

17.8. Liability. Notwithstanding anything contained herein or in the Articles of Incorporation, By-Laws, any rules or regulations of the Association or any other document governing or binding the Association (collectively, the "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 and/or association property 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 properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;

(1) 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, Florida, and/or any other jurisdiction or to prevent tortious activities; and

(b) 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.

Each Owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in or lien upon, or making use of, any portion of the properties (by virtue of accepting such interest or lien or making such use) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed hereby. As used herein, "Association" shall include within its meaning all of Association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns.

The provisions hereof shall also inure to the benefit of Developer, which shall be fully protected hereby.

17.9. Disclaimer of Warranties. EXCEPT AS IMPOSED BY THE CONDOMINIUM ACT (AND THEN ONLY TO THE EXTENT THEY CAN NOT BE DISCLAIMED), NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY THE DEVELOPER OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE CONDOMINIUM PROPERTY (INCLUDING THE COMMON ELEMENTS AND THE UNITS), ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAW, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF OR IN CONNECTION WITH THE OPERATION OF THE ASSOCIATION. ALL OWNERS, BY VIRTUE OF THEIR ACCEPTANCE OF TITLE TO THEIR RESPECTIVE UNITS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES.

[The remainder of this page was intentionally left blank.]

The Developer has executed this Declaration as of October 11, 2006.

Signed and delivered
in the presence of:

WATER'S EDGE CONDOMINIUMS, LLC,
a Florida limited liability company by its
managing member

Jacksonville Beach Condominiums, Inc., a
Florida corporation

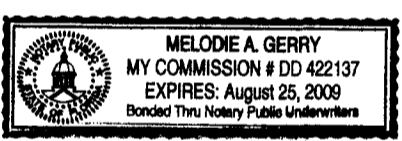
By: Wayne A. Scheiner
Name: WAYNE A. SCHEINER
Title: SENIOR VICE PRESIDENT

Stewart Green
Print Name: STEWART GREEN

Marisa A. Ravert
Print Name: MARISA A. RAVERT

STATE OF FLORIDA)
COUNTY OF St. Johns)

The foregoing instrument was acknowledged before me the 12th day of October 2006,
by Wayne A. Scheiner, the Senior Vice President
of Jacksonville Beach Condominium, Inc., a Florida corporation which is the manager of
Water's Edge Condominiums, LLC, a Florida limited liability company, on behalf of the
corporation acting on behalf of the limited liability company. He is personally known to me.



Melodie A. Gerry
Notary Public

Melodie A. Gerry
Print Name
My Commission Number: DD 422137
My commission expires: Aug. 29, 2009

Exhibit "A"

Legal Description of Property Submitted to Condominium Ownership

JACK_422255

WATER'S EDGE CONDOMINIUM

MAP SHOWING SURVEY OF:

PARCEL 1:

LOT 3, BLOCK 11, PABLO BEACH SOUTH, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 28, CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH ALL OF THE LANDS LYING EASTERLY OF AND BETWEEN THE EASTERLY PROJECTION OF THE NORTHERLY LINE OF SAID LOT 3 AND THE EASTERLY PROJECTION OF THE SOUTHERLY LINE OF SAID LOT 3 TO THE EAST FACE OF THE CONCRETE BULKHEAD ON THE ATLANTIC OCEAN.

(PROPERTY APPRAISER'S PARCEL ASSESSMENT NUMBER 175587-0000).

PARCEL 2:

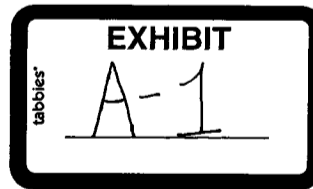
NORTH ONE-THIRD AND SOUTH ONE-HALF OF NORTH TWO-THIRDS OF EAST ONE-HALF, OF LOT 4, BLOCK 11, PABLO BEACH SOUTH ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 28, CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH ALL OF THE LANDS LYING EASTERLY OF AND BETWEEN THE EASTERLY PROJECTION OF THE NORTHERLY LINE OF SAID LOT 4 AND THE SOUTH LINE OF THE SOUTH ONE-THIRD OF NORTH TWO-THIRDS OF EAST ONE-HALF OF SAID LOT 4, TO THE EAST FACE OF THE CONCRETE BULKHEAD ON THE ATLANTIC OCEAN.

(PROPERTY APPRAISER'S PARCEL ASSESSMENT NUMBERS 175588-0000 AND 175589-0000).

PARCEL 3:

SOUTH TWO-THIRDS OF WEST ONE-HALF, OF LOT 4, BLOCK 11, PABLO BEACH SOUTH ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 28, CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA (PROPERTY APPRAISER'S PARCEL ASSESSMENT NUMBERS 175591-0000).

SEE SHEET 2 FOR NOTES
SEE SHEET 3 FOR CERTIFICATION
SEE SHEET 4 FOR MAP
SEE SHEET 5 FOR IMPROVEMENTS



CHECKED BY: _____
DRAWN BY: MCC/JJC
FILE #: 2006-1211

BOATWRIGHT LAND SURVEYORS, INC.
1500 ROBERTS DRIVE
JACKSONVILLE BEACH, FLORIDA 241-8550

DATE: OCTOBER 4, 2006
SHEET 1 OF 5

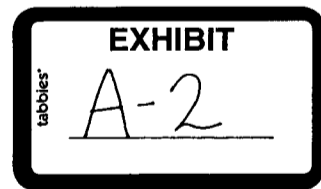
WATER'S EDGE CONDOMINIUM

NOTES:

1. THIS IS A BOUNDARY SURVEY TO ALTA/ACSM STANDARDS.
2. NO BUILDING RESTRICTION LINES PER PLAT.
3. BEARINGS BASED ON A LINE BETWEEN DEPARTMENT OF ENVIRONMENTAL PROTECTION MONUMENT NUMBERS 72-81-A27 AND 72-81-A28 BEING N09°19'17"W PER THE COASTAL CONSTRUCTION CONTROL LINE FOR DUVAL COUNTY, FLORIDA AS RECORDED IN MAP BOOK C, PAGES 72, 72A THROUGH 72H, APPROVED JULY 21, 1992.
4. THE LOCATION OF THE EROSION CONTROL LINE SHOWN HEREON WAS CALCULATED FROM STATE PLANE COORDINATES SHOWN ON THE PLAT OF THE EROSION CONTROL LINE AS RECORDED IN PLAT BOOK 35, PAGES 59, 59A AND 59B OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. THE EROSION CONTROL LINE WAS ESTABLISHED AS THE SEAWARD BOUNDARY OF ALL OCEANFRONT PROPERTY IN DUVAL COUNTY, FLORIDA BY FLORIDA STATUTES CHAPTER 161.191.
5. BENCH MARK USED IS USC&G MONUMENT NO. U323. ELEVATION=10.43 (NGVD 1929). BENCH MARK SET IS MAG NAIL & DISK (LB 3672) IN WOOD POWER POLE LOCATED SOUTH OF ALLEY AND WEST OF FIRST (1ST) STREET SOUTH, NORTHEAST OF RESIDENCE NO. 122. ELEVATION=10.47 (NGVD 1929).
6. MEAN HIGH WATER LINE (MHL) CALCULATED BY USING EXTENDED DATUM FOR TIDE STATION 872-0291 (JACKSONVILLE BEACH, MEAN HIGH WATER [MHW] = 2.79 NGVD WITH A TIDE RANGE OF 5.11').
7. SEASONAL HIGH WATER LINE FORMULATED ACCORDING TO CHAPTER 16B-33.002(45), FLORIDA ADMINISTRATIVE CODE. $MHW + (1.5 \times \text{TIDE RANGE})$
 $2.79 + (1.5 \times 5.11) = 10.46$ (NGVD 1929)
8. THE LANDS DESCRIBED HEREON ARE SUBJECT TO AN ELECTRIC EASEMENT OVER ITS ENTIRETY AS RECORDED IN OFFICIAL RECORDS BOOK 13184, PAGE 705 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

THE PROPERTY SHOWN HEREON LIES IN FLOOD ZONE "AO" (DEPTH 2') AND FLOOD ZONE "VE" (EL 17) AS DETERMINED FROM THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 120078 0001 D, REVISED APRIL 17, 1989 FOR JACKSONVILLE BEACH, FLORIDA.

SEE SHEET 1 FOR DESCRIPTION
 SEE SHEET 3 FOR CERTIFICATION
 SEE SHEET 4 FOR MAP
 SEE SHEET 5 FOR IMPROVEMENTS



CHECKED BY: _____
 DRAWN BY: MCC/JJC
 FILE #: 2006-1211

BOATWRIGHT LAND SURVEYORS, INC.
1500 ROBERTS DRIVE
JACKSONVILLE BEACH, FLORIDA 241-8550

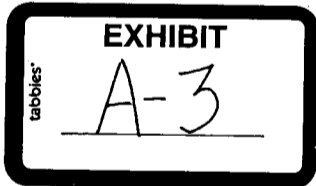
DATE: OCTOBER 4, 2006
 SHEET 2 OF 5

WATER'S EDGE CONDOMINIUM

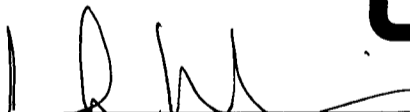
*THE UNDERSIGNED HEREBY CERTIFIES TO WATER'S EDGE CONDOMINIUMS, LLC; FIRST AMERICAN TITLE INSURANCE COMPANY; AND FOLEY & LARDNER; AS FOLLOWS:

- (1) THIS SURVEY WAS ACTUALLY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON (THE PROPERTY), WHICH LEGAL DESCRIPTION IS CORRECT, COMPLETE AND ACCURATE.
- (2) THIS SURVEY IS TRUE AND CORRECT IN ALL RESPECTS AND ACCURATELY SHOWS THE SQUARE FOOTAGE AND LOCATION OF ALL BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS, AND THE LOCATION OF ALL WATER COURSES, WATER BODIES, LOT LINES AND MONUMENTS; THE SIZE, DIMENSIONS AND LOCATIONS OF ALL OF THE BOUNDARIES OF THE PROPERTY, BUILDINGS, AND OTHER IMPROVEMENTS; RECORDED AND VISIBLE UNRECORDED EASEMENTS, STREETS, ROADS, MEANS OF PUBLIC ACCESS, RIGHTS-OF-WAY, UTILITY LINES AND CONNECTIONS AND SETBACK LINES (PRIVATE OR GOVERNMENTAL) WHICH AFFECT THE PROPERTY ARE CORRECTLY AND ACCURATELY SHOWN HEREON.
- (3) THIS SURVEY ACCURATELY DEPICTS AND REFLECTS ALL MATTERS SET FORTH IN THAT CERTAIN TITLE INSURANCE COMMITMENT ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT DATED SEPTEMBER 8, 2006; THERE ARE NO ENCROACHMENTS UPON ADJOINING PREMISES, STREETS OR ALLEYS OR UPON EXISTING EASEMENTS OR RIGHTS-OF-WAY BY ANY OF THE BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS ON THE PROPERTY AND NO ENCROACHMENTS ON THE PROPERTY BY BUILDINGS, STRUCTURES OR IMPROVEMENTS SITUATED ON ADJOINING PREMISES.
- (4) THERE ARE NO OVERLAPS, GAPS, GORES OR HIATUS IN THE PARCELS COMPRISING THE PROPERTY.
- (5) ACCESS TO AND FROM THE PROPERTY FOR INGRESS AND EGRESS IS VIA FIRST (1st) STREET SOUTH AND SECOND (2nd) AVENUE SOUTH. ALL NECESSARY APPROVALS FOR SUCH ACCESS HAVE BEEN OBTAINED.
- (6) WATER SERVICE, STORM SEWER, SANITARY SEWER FACILITIES, TELEPHONE AND ELECTRIC SERVICES ARE AVAILABLE TO THE PROPERTY IN THE LOCATIONS INDICATED HEREON AND ARE AVAILABLE TO SERVE THE CURRENT AND PROPOSED USE OF THE IMPROVEMENTS WITHOUT THE NEED FOR EASEMENTS ACROSS THE LANDS OF OTHERS OR ADDITIONAL EASEMENTS ON THE PROPERTY.
- (7) THIS SURVEY WAS MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS" ESTABLISHED AND ADOPTED BY THE ALTA AND THE ACSM AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, AND THE SURVEY IS TRUE AND CORRECT AS SURVEYED UNDER OUR DIRECTION THIS FOURTH DAY OF OCTOBER, 2006.

DATED THIS 7TH DAY OF ~~NOVEMBER~~, 2006.



SEE SHEET 2 FOR NOTES
 SEE SHEET 1 FOR DESCRIPTION
 SEE SHEET 4 FOR MAP
 SEE SHEET 5 FOR IMPROVEMENTS


 DONN W. BOATWRIGHT, PSM
 FLORIDA LIC. SURVEYOR and MAPPER No. LS 3295
 FLORIDA LIC. SURVEYING & MAPPING BUSINESS No. LB 3672

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

SCALE: _____
 DRAWN BY: MCC/JJC
 FILE #: 2006-1211

BOATWRIGHT LAND SURVEYORS, INC.
 1500 ROBERTS DRIVE
 JACKSONVILLE BEACH, FLORIDA 241-8550

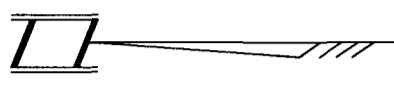
DATE: OCTOBER 4, 2006
 SHEET 3 OF 5

WATER'S EDGE CONDOMINIUM

APPROXIMATE MEAN HIGH WATER LINE
ELEVATION = 2.79 NGVD 1929

ATLANTIC OCEAN

APPROXIMATE EDGE OF VEGETATION
APPROXIMATE SEASONAL HIGH WATER LINE



SCALE 1" = 50'

EROSION CONTROL LINE
15' EASEMENT BY QUIT CLAIM DEED FROM CITY OF JACKSONVILLE BEACH IN OFFICIAL RECORDS BOOK 11665 PAGE 99 AND OFFICIAL RECORDS BOOK 11665 PAGE 101
QUIT CLAIM DEEDS FROM CITY OF JACKSONVILLE BEACH IN OFFICIAL RECORDS BOOK 11665 PAGE 99 AND OFFICIAL RECORDS BOOK 11665 PAGE 101

FLOOD ZONE "VE" (EL 17)
FLOOD ZONE AO (DEPTH 2')
35' BUILDING RESTRICTION LINE BY JACKSONVILLE BEACH CITY ORDINANCE No. 4512 AND PER OFFICIAL RECORDS BOOK 11665 PAGE 99 AND OFFICIAL RECORDS BOOK 11665 PAGE 101

COASTAL CONSTRUCTION CONTROL LINE (CCCL)
LOT 1
LOT 2
N09°19'17"E 123.69'
N80°12'02"E 202.98'
TO EROSION CONTROL LINE

S09°30'03"E 109.24'
EASTERLY FACE OF 2' CONCRETE BULKHEAD
S09°38'17"E 109.27'
LOT 3 (PARCEL 1)
* SEE SHEET 5 FOR IMPROVEMENTS
NORTH 1/3 OF LOT 4 (PARCEL 2)
SOUTH 1/2 OF NORTH (PARCEL 2)
2/3 OF EAST 1/2 OF LOT 4 (PARCEL 2)
S09°50'37"E 21.83'
S80°15'42"W 127.85'
132.57' TO EROSION CONTROL LINE
SOUTH 2/3 OF WEST 1/2 OF LOT 4 (PARCEL 3)
54.64' TO CCCL
75.10'
S80°11'51"W

SECOND (2ND) AVENUE SOUTH
(FORMERLY GRIFFITH AVENUE) 80' RIGHT-OF-WAY
PAVED PUBLIC ROAD

B L O C K

FIRST (1ST) STREET SOUTH
50' RIGHT-OF-WAY
PAVED PUBLIC ROAD
N09°34'10"W 130.93'

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR NOTES
SEE SHEET 3 FOR CERTIFICATION
SEE SHEET 5 FOR IMPROVEMENTS

EXHIBIT
A-4

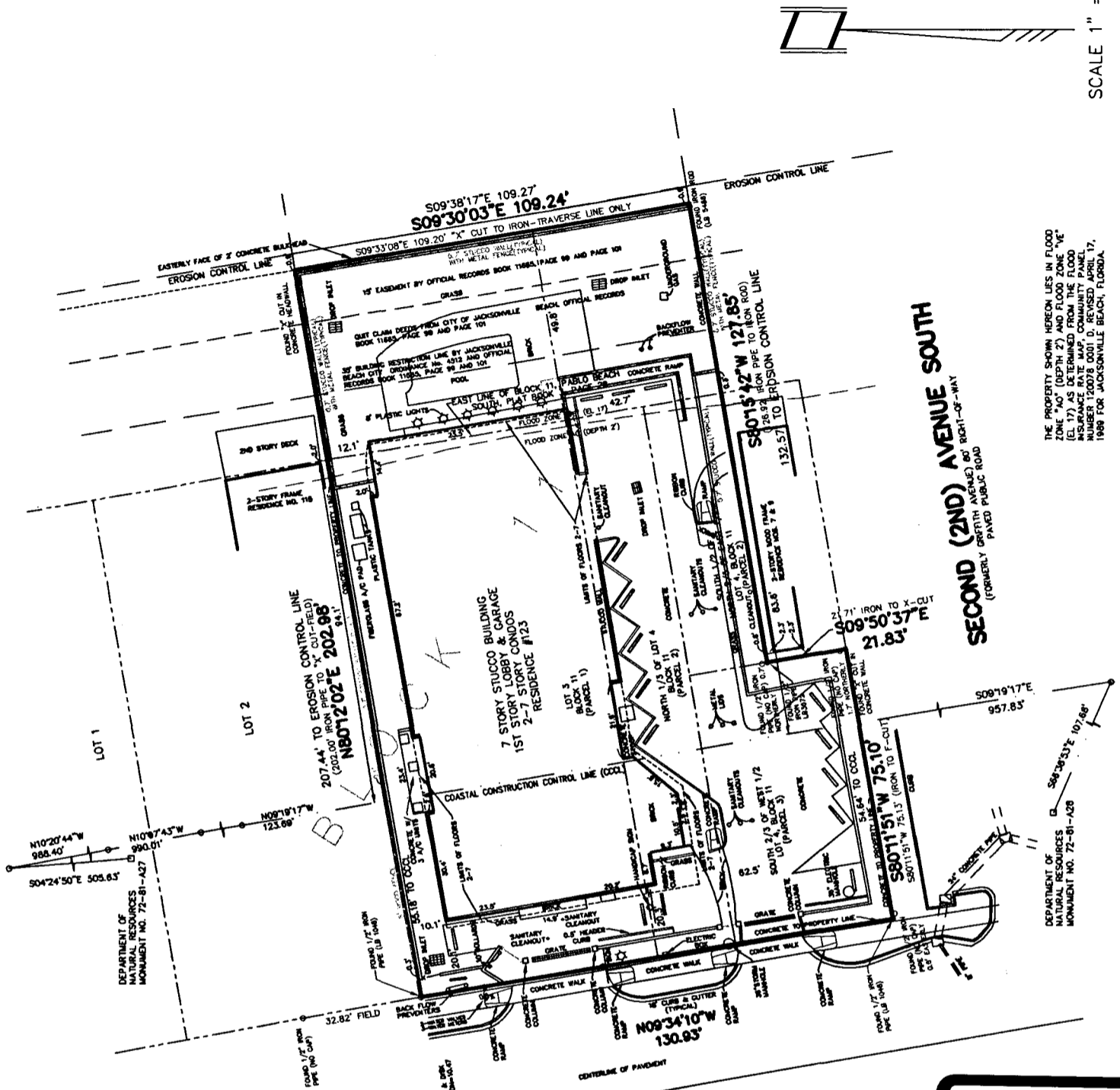
CHECKED BY: _____
DRAWN BY: MCC/JJC
FILE #: 2006-1211

BOATWRIGHT LAND SURVEYORS, INC.
1500 ROBERTS DRIVE
JACKSONVILLE BEACH, FLORIDA 241-8550

DATE: OCTOBER 4, 2006
SHEET 4 OF 5

WATER'S EDGE CONDOMINIUM

SCALE 1" = 40'



THE PROPERTY SHOWN HEREON LIES IN FLOOD ZONE "AO" (DEPTH 2) AND FLOOD ZONE "VE" (EL. 17) AS DETERMINED FROM THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 170001000000, DATED JANUARY 17, 1988 FOR JACKSONVILLE BEACH, FLORIDA.

FIRST (1ST) STREET SOUTH
50' RIGHT-OF-WAY PAVED PUBLIC ROAD

EXHIBIT
tabbies
A-5

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR NOTES
SEE SHEET 3 FOR CERTIFICATION
SEE SHEET 4 FOR EASEMENTS

CHECKED BY: _____
DRAWN BY: MCC/JJC
FILE #: 2006-1211

BOATWRIGHT LAND SURVEYORS, INC.
1500 ROBERTS DRIVE
JACKSONVILLE BEACH, FLORIDA 241-8550

DATE: OCTOBER 4, 2006
SHEET 5 OF 5

XREF: 2004-0163A

WATER'S EDGE CONDOMINIUM

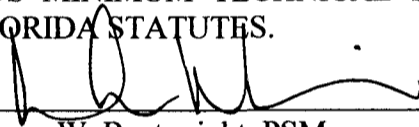
DUVAL COUNTY, FLORIDA

CONDOMINIUM CERTIFICATE TO WATER'S EDGE CONDOMINIUM:

I HEREBY CERTIFY THAT I AM A DULY REGISTERED PROFESSIONAL SURVEYOR AND MAPPER AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, SURVEYOR NO. 3295, AND THAT IN ACCORDANCE WITH THE PROVISIONS OF SECTION 718.104(4)(e), FLORIDA STATUTES, THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING WATER'S EDGE CONDOMINIUM, INCLUDING WITHOUT LIMITATION, LANDSCAPING, UTILITY SERVICES, ACCESS TO THE CONDOMINIUM AND COMMON ELEMENT FACILITIES SERVING ALL SUCH IMPROVEMENTS, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF WATER'S EDGE CONDOMINIUM TO WHICH THIS CERTIFICATE IS ATTACHED, DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND FURTHER THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

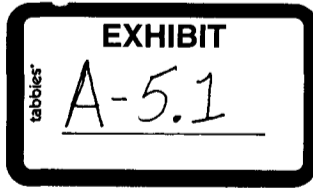
CERTIFICATION TO SURVEY DATA IS CONTAINED ON EXHIBITS ATTACHED TO THE DECLARATION FOR WATER'S EDGE CONDOMINIUM.

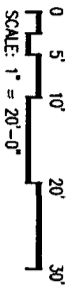
I HEREBY CERTIFY THAT THE AFOREMENTIONED SURVEY MAP IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS MINIMUM TECHNICAL STANDARDS PURSUANT TO SECTION 472.027, OF THE FLORIDA STATUTES.



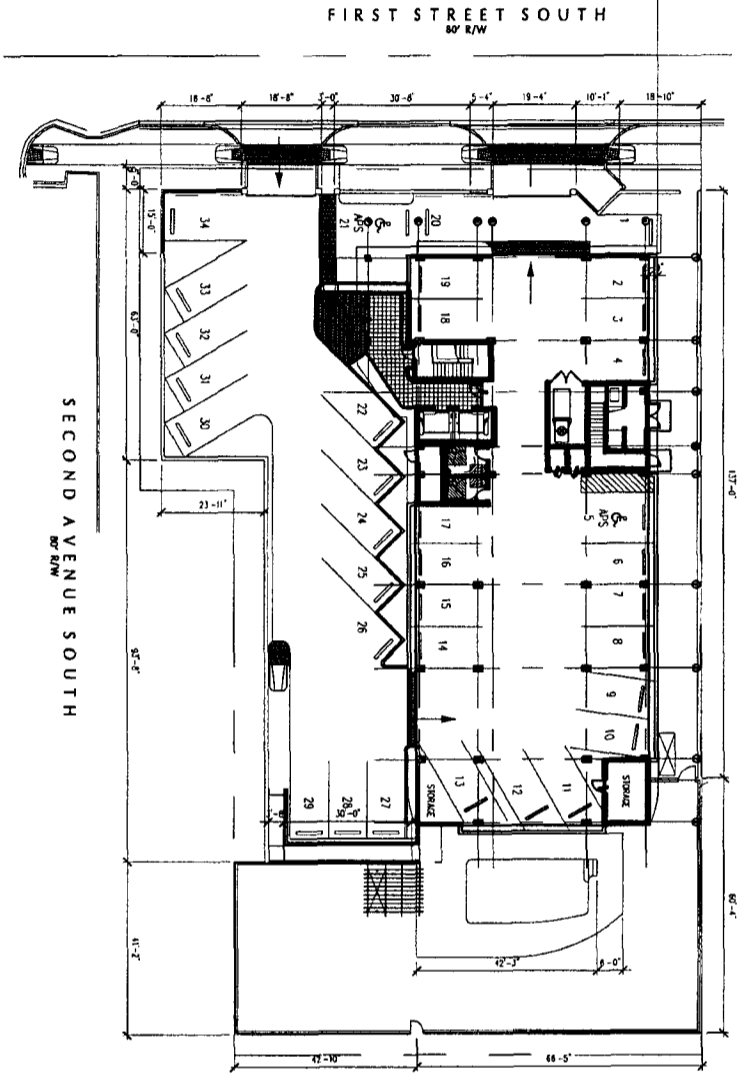
Donn W. Boatwright, PSM
REGISTERED LAND SURVEYOR
FL CERTIFICATE NO. LS 3295 _____
DATE : November 7, 2006 _____

PREPARED BY:





WATER'S EDGE CONDOMINIUM
JACKSONVILLE BEACH, FLORIDA
FEBRUARY 1, 2005

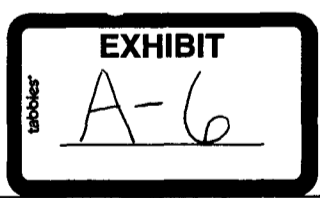


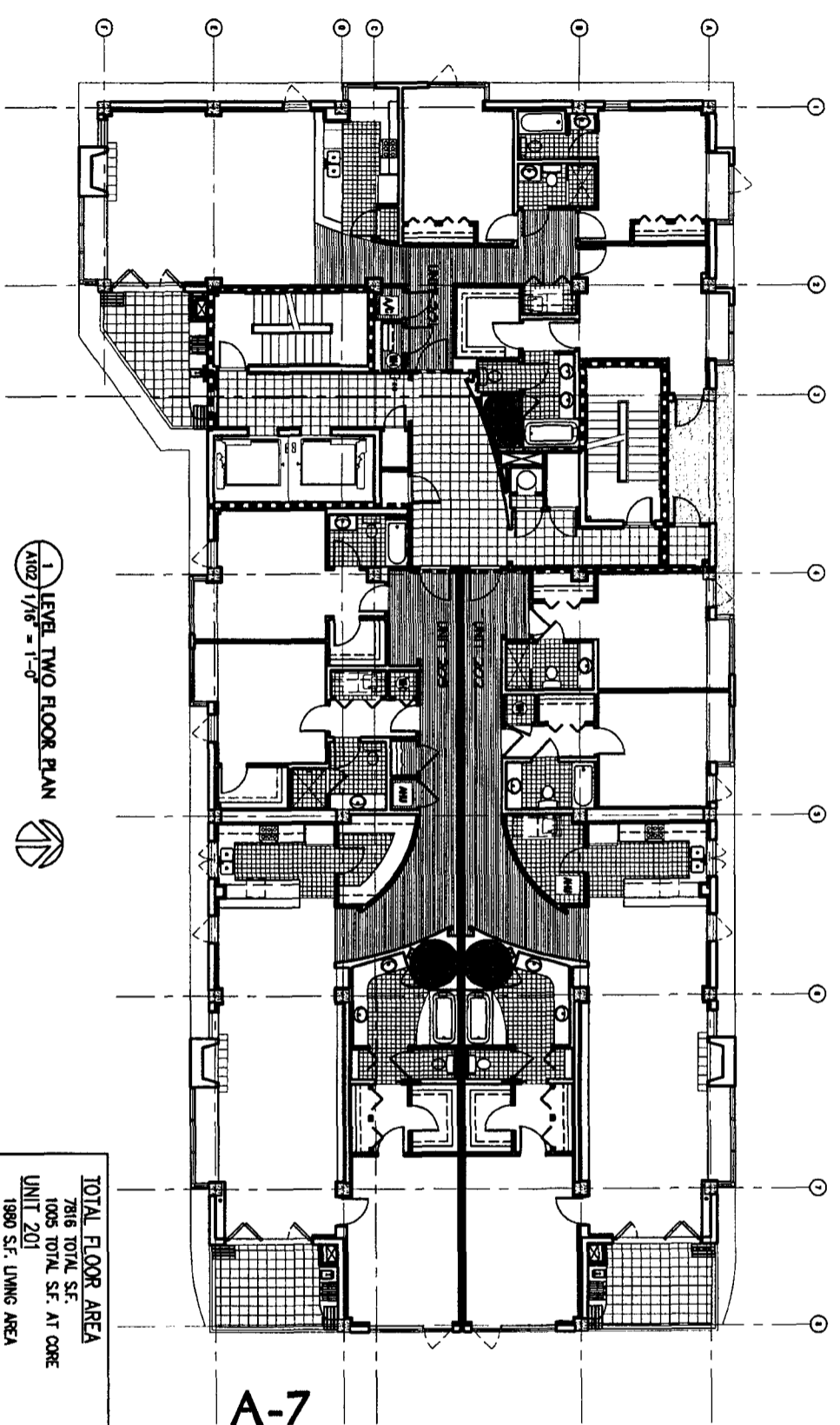
SITE AREA
23,807 S.F. - TOTAL AREA
8,334 S.F. - GREEN AREA
8,332 S.F. - NON GREEN AREA

PARKING COUNT
34 TOTAL PARKING SPACES
18 COVERED SPACES
16 OUTDOOR SPACES
34 REQUIRED PARKING SPACES

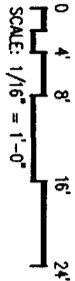


ATLANTIC OCEAN





- GENERAL NOTES:
1. INTENTIONALLY DELETED.
 2. ALL IMPROVEMENTS OTHER THAN THE DWELLING UNITS, STORAGE, AND PARKING SPACES ARE COMMON ELEMENTS.
 3. THE STORAGE AND PARKING SPACES ARE LIMITED COMMON ELEMENTS.



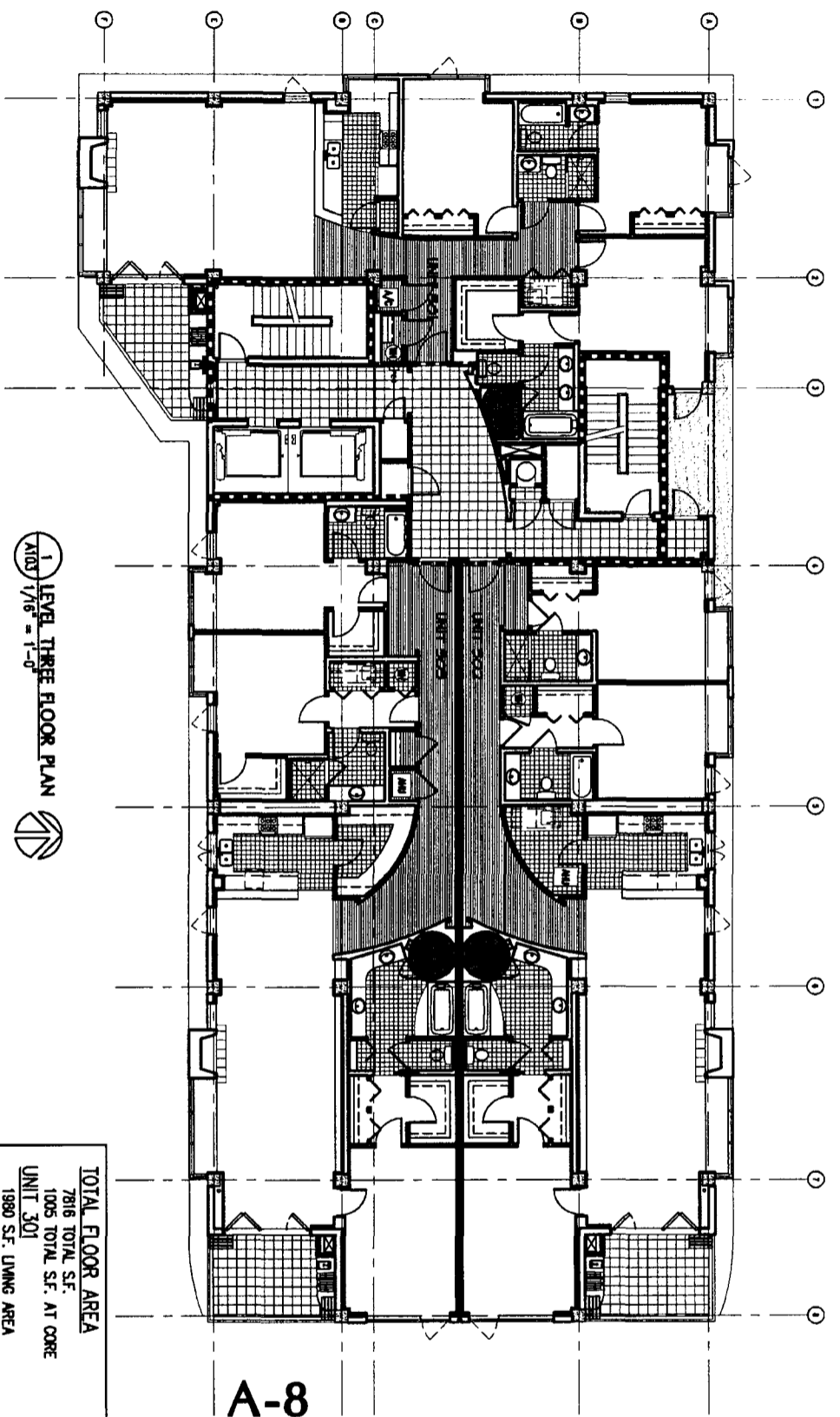
1 LEVEL TWO FLOOR PLAN
 A102 1/16" = 1'-0"

WATER'S EDGE CONDOMINIUM
 JACKSONVILLE BEACH, FLORIDA
 FEBRUARY 15, 2005

TOTAL FLOOR AREA	
7816 TOTAL S.F.	
1005 TOTAL S.F. AT CORE	
UNIT 201	
1980 S.F. LIVING AREA	
91 S.F. OPEN BALCONY	
2071 S.F. TOTAL AREA	
UNIT 202	
2298 S.F. LIVING AREA	
UNIT 203	
2442 S.F. LIVING AREA	
NOTE: LIVING AREA INCLUDES FLEX SPACE BALCONIES	

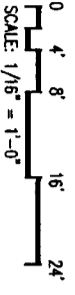
RINK REYNOLDS DIAMOND FISHER WILSON
 architecture | landscape architecture | interior design

A-7



1 LEVEL THREE FLOOR PLAN
 1/16" = 1'-0"

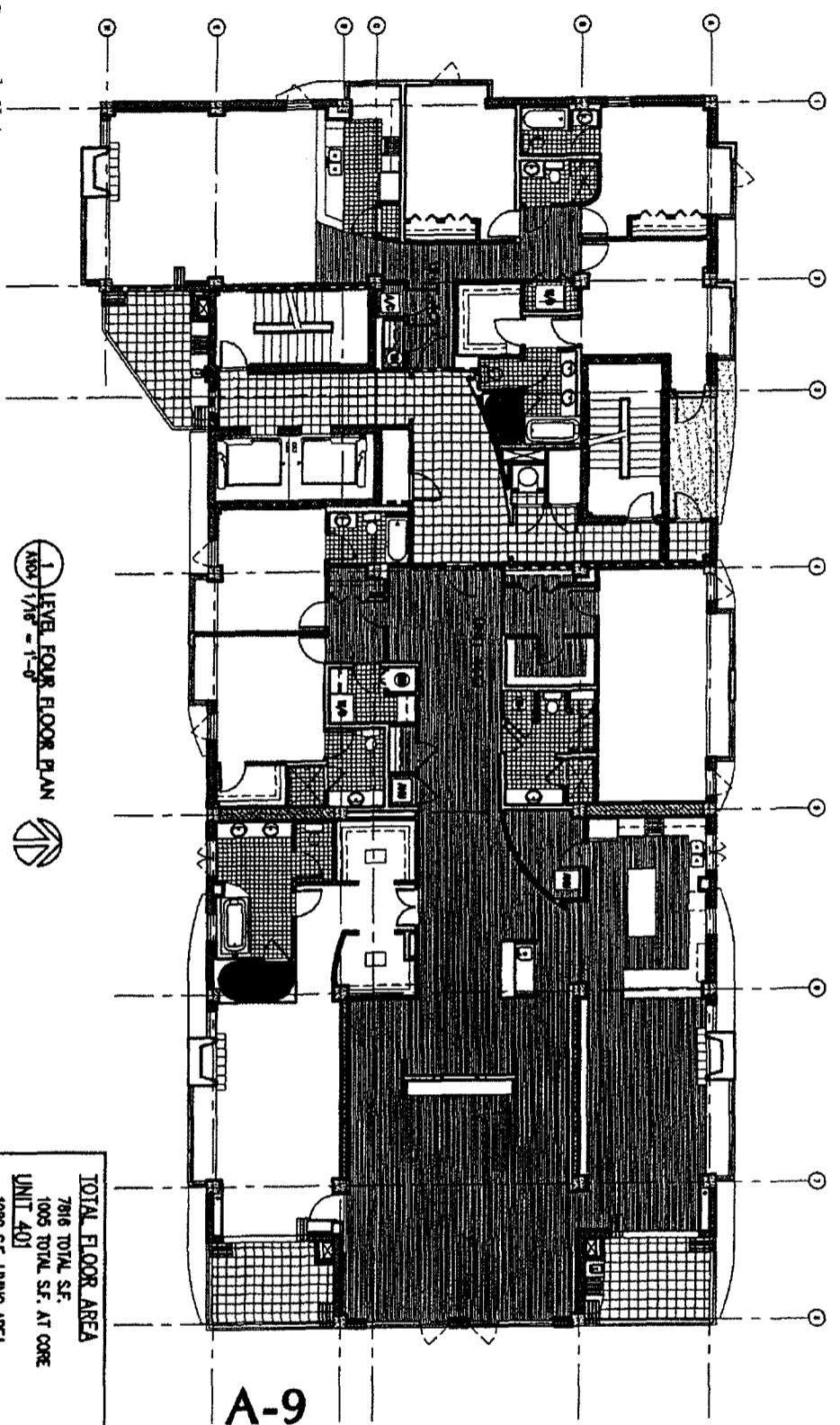
- GENERAL NOTES:
1. INTENTIONALLY DELETED.
 2. ALL IMPROVEMENTS OTHER THAN THE DWELLING UNITS, STORAGE, AND PARKING SPACES ARE COMMON ELEMENTS.
 3. THE STORAGE AND PARKING SPACES ARE LIMITED COMMON ELEMENTS.



WATER'S EDGE CONDOMINIUM
 JACKSONVILLE BEACH, FLORIDA
 FEBRUARY 15, 2005

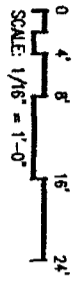
TOTAL FLOOR AREA	
7816 TOTAL S.F.	
1005 TOTAL S.F. AT CORE	
UNIT 301	
1980 S.F. LIVING AREA	
91 S.F. OPEN BALCONY	
2071 S.F. TOTAL AREA	
UNIT 302	
2298 S.F. LIVING AREA	
UNIT 303	
2442 S.F. LIVING AREA	
NOTE: LIVING AREA INCLUDES FLEX SPACE BALCONIES	

THE BROTHERS DIAMOND FISHER TILSON
 architects | landscape architecture | interior design



1 LEVEL FOUR FLOOR PLAN
 ASPT 1/8" = 1'-0"

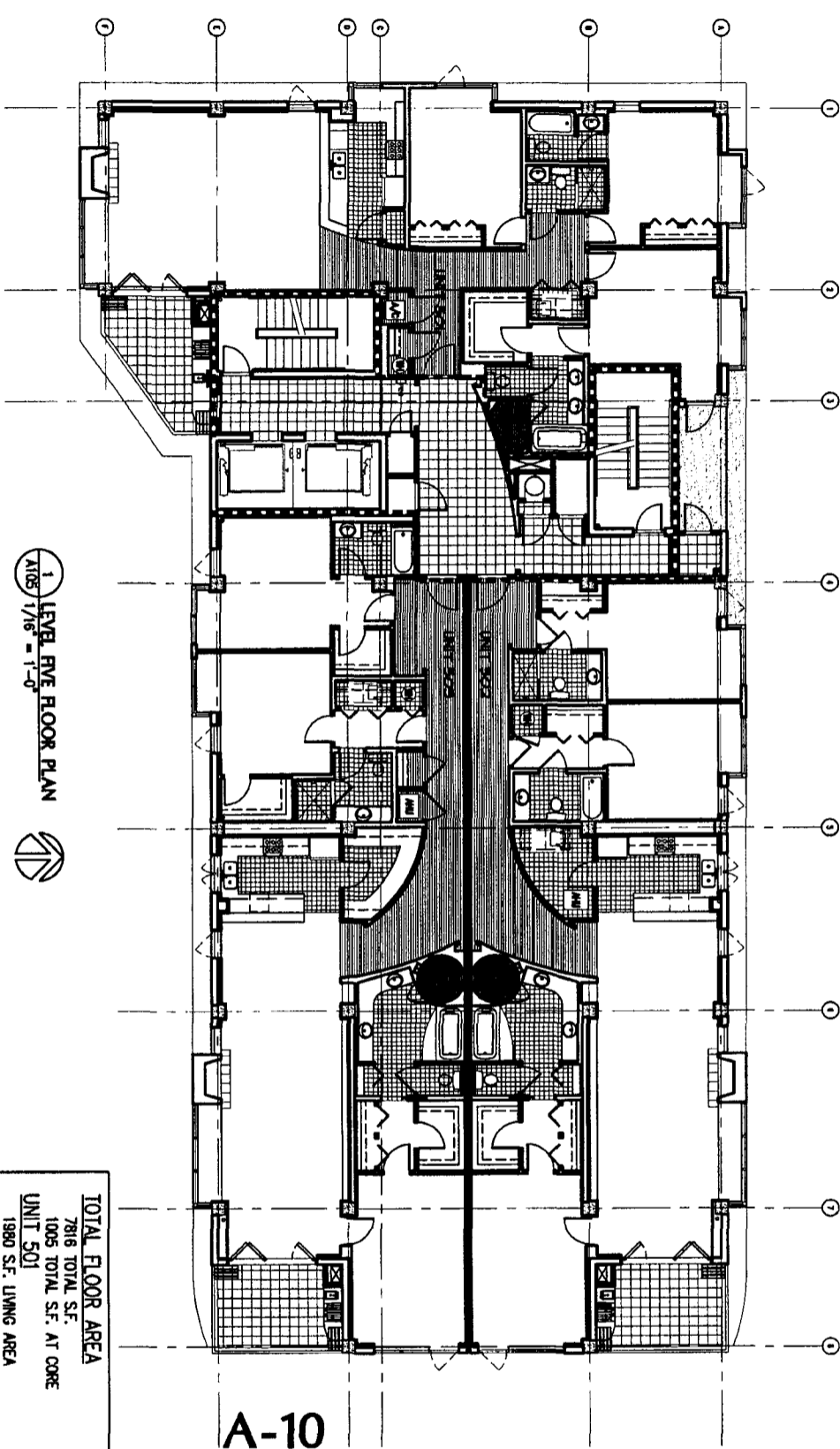
- General Notes:
1. Intentionally Deleted.
 2. ALL IMPROVEMENTS OTHER THAN THE DWELLING UNITS, STORAGE AND PARKING SPACES ARE COMMON ELEMENTS.
 3. THE STORAGE AND PARKING SPACES ARE LIMITED COMMON ELEMENTS.



WATER'S EDGE CONDOMINIUM
 JACKSONVILLE BEACH, FLORIDA
 FEBRUARY 15, 2005

TOTAL FLOOR AREA	7816 TOTAL S.F.
	1005 TOTAL S.F. AT CORE
UNIT 401	1880 S.F. LIVING AREA
	91 S.F. OPEN BALCONY
UNIT 402	2071 S.F. TOTAL AREA
	4740 S.F. LIVING AREA
NOTE: LIVING AREA INCLUDES FLEX SPACE BALCONIES	

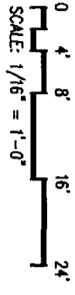
THE STRAITS DIAMOND FLOOR MASON
 architects | landscape architecture | interior design



1 LEVEL FIVE FLOOR PLAN
 AIDS 1/16" = 1'-0"



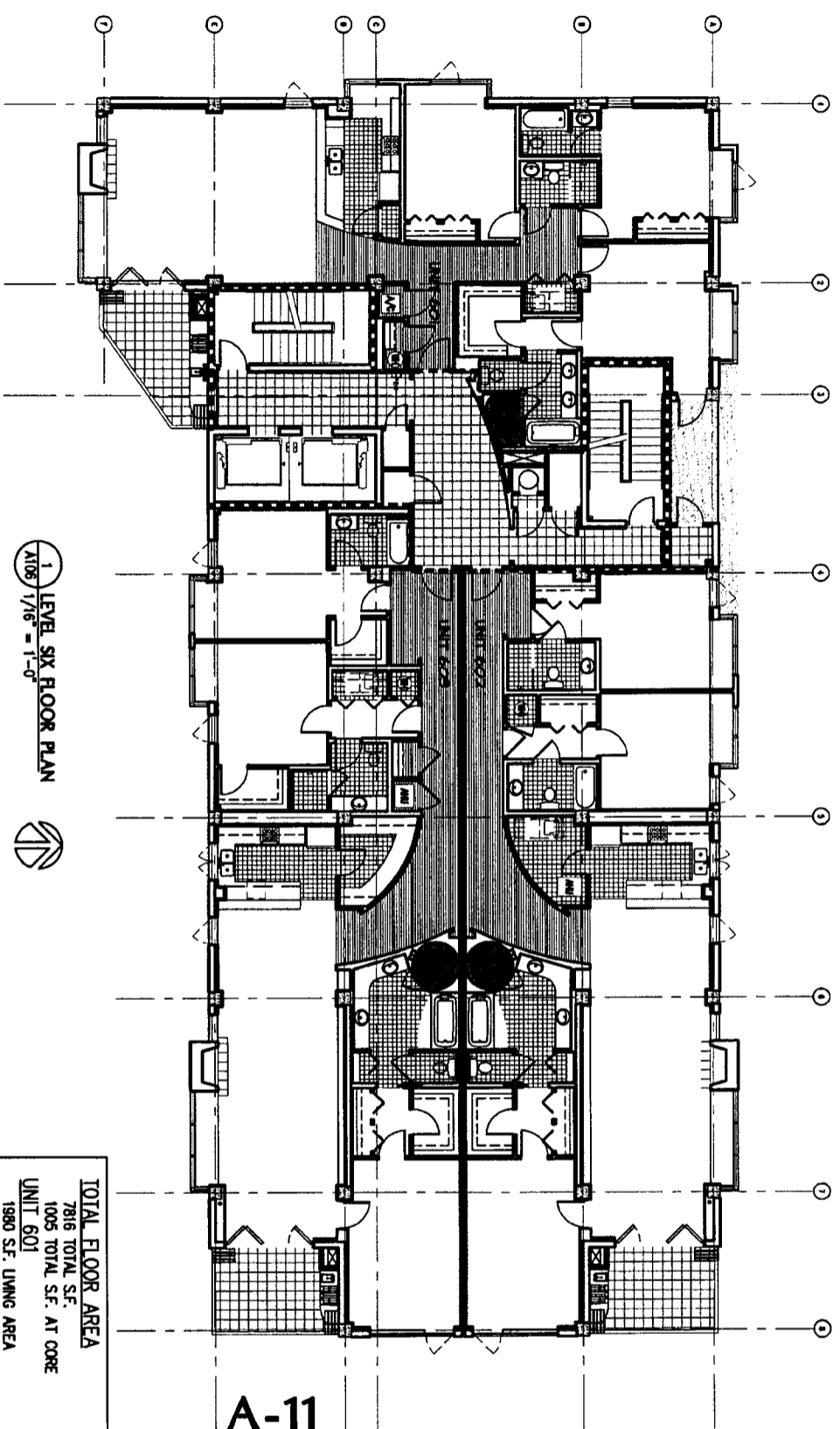
- GENERAL NOTES:
1. INTENTIONALLY DELETED.
 2. ALL IMPROVEMENTS OTHER THAN THE DWELLING UNITS, STORAGE, AND PARKING SPACES ARE COMMON ELEMENTS.
 3. THE STORAGE AND PARKING SPACES ARE LIMITED COMMON ELEMENTS.



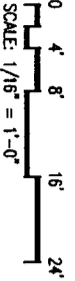
WATER'S EDGE CONDOMINIUM
 JACKSONVILLE BEACH, FLORIDA
 FEBRUARY 15, 2005

TOTAL FLOOR AREA	
7816 TOTAL S.F.	
1005 TOTAL S.F. AT CORE	
UNIT 501	
1980 S.F. LIVING AREA	
91 S.F. OPEN BALCONY	
2071 S.F. TOTAL AREA	
UNIT 502	
2298 S.F. LIVING AREA	
2442 S.F. LIVING AREA	
UNIT 503	
2442 S.F. LIVING AREA	
NOTE: LIVING AREA INCLUDES FLEX SPACE BALCONIES	

RINK REYNOLDS DIAMOND FISHER WILSON
 architecture | landscape architecture | interior design



- GENERAL NOTES:
1. INTENTIONALLY DELETED.
 2. ALL IMPROVEMENTS OTHER THAN THE DWELLING UNITS, STORAGE AND PARKING SPACES ARE COMMON ELEMENTS.
 3. THE STORAGE AND PARKING SPACES ARE LIMITED COMMON ELEMENTS.

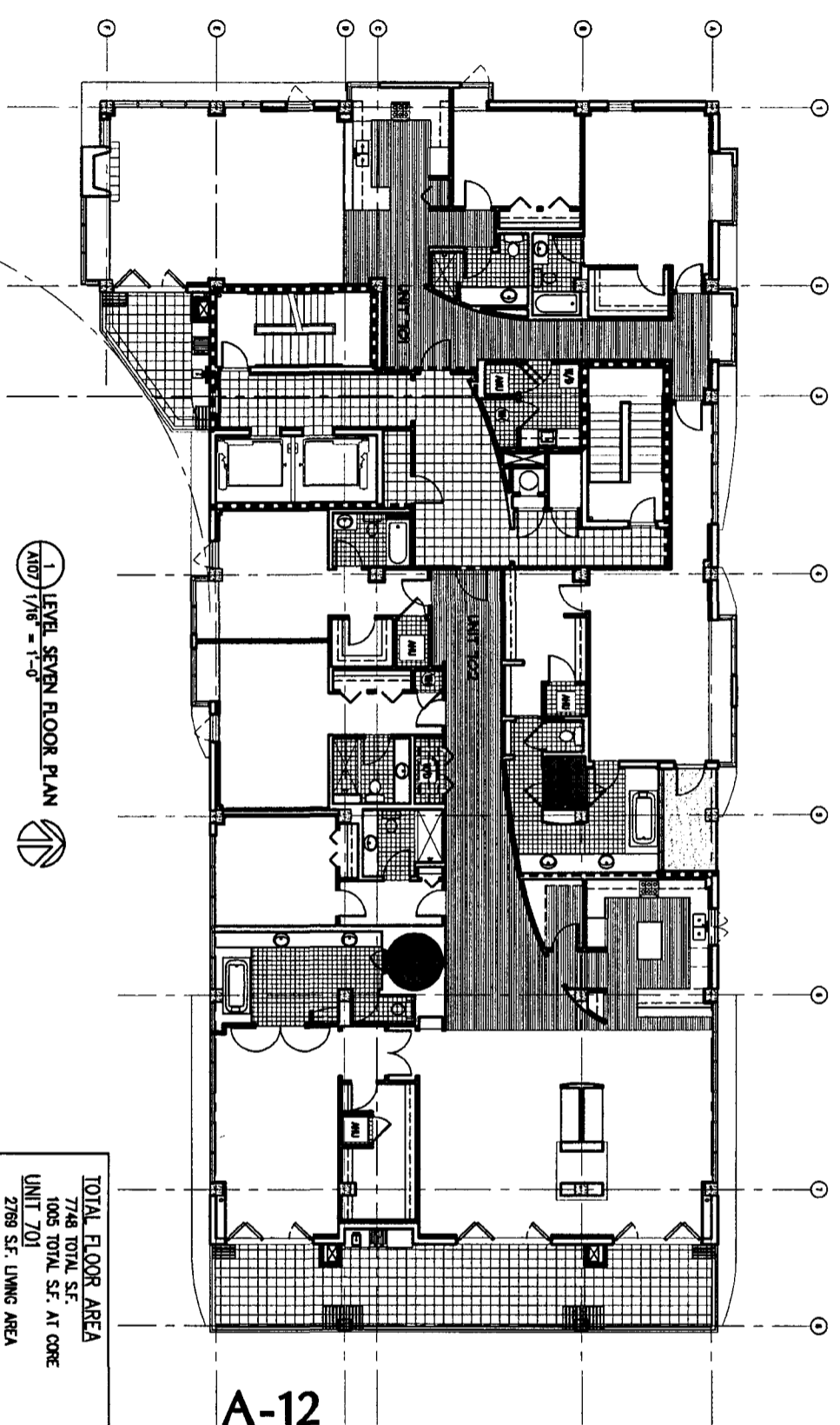


1 LEVEL SIX FLOOR PLAN
 A105 1/16" = 1'-0"

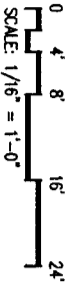
WATER'S EDGE CONDOMINIUM
 JACKSONVILLE BEACH, FLORIDA
 FEBRUARY 15, 2005

TOTAL FLOOR AREA	
7816 TOTAL S.F.	
1005 TOTAL S.F. AT CORE	
UNIT 601	
1980 S.F. LIVING AREA	
91 S.F. OPEN BALCONY	
2071 S.F. TOTAL AREA	
UNIT 602	
2298 S.F. LIVING AREA	
UNIT 603	
2442 S.F. LIVING AREA	
NOTE: LIVING AREA INCLUDES FLEX SPACE BALCONIES	





GENERAL NOTES:
 1. INTENTIONALLY DELETED.
 2. ALL IMPROVEMENTS OTHER THAN THE DWELLING UNITS, STORAGE, AND PARKING SPACES ARE COMMON ELEMENTS.
 3. THE STORAGE AND PARKING SPACES ARE LIMITED COMMON ELEMENTS.



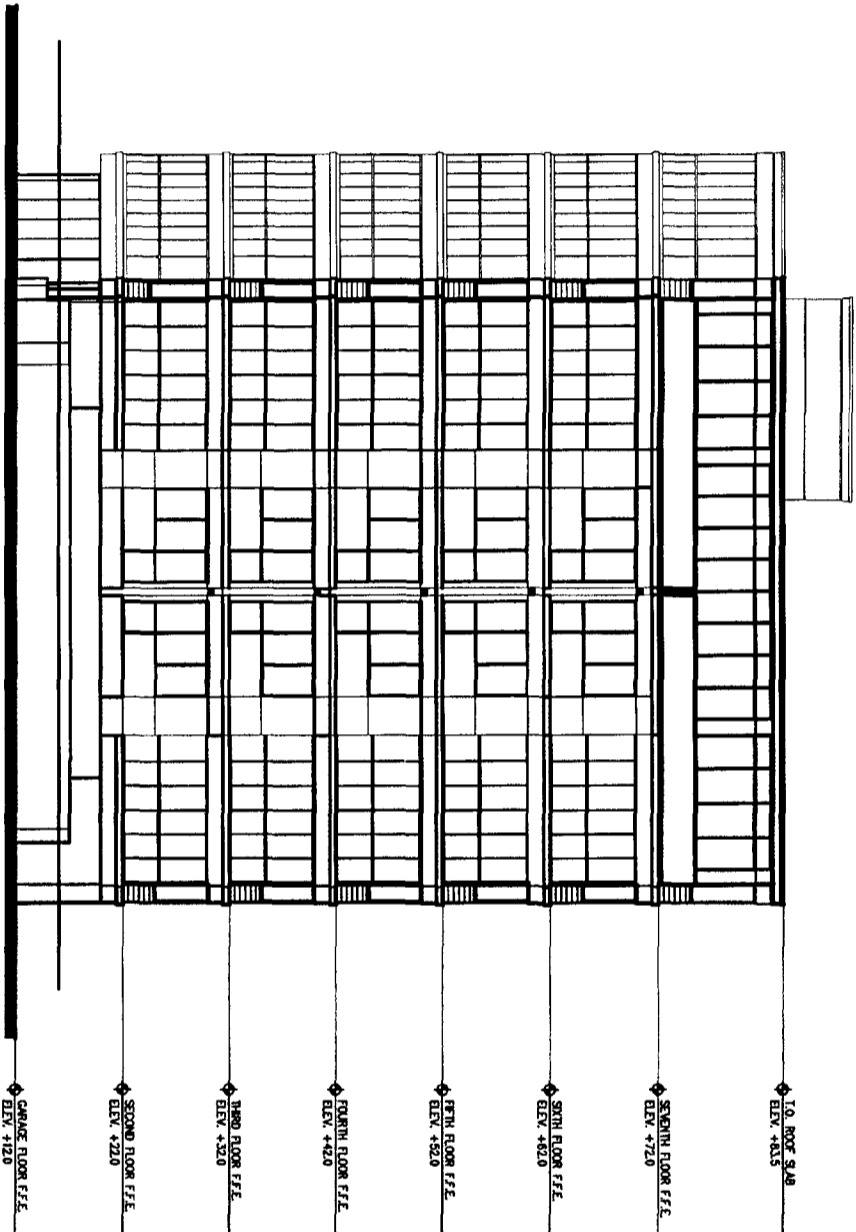
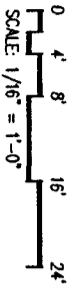
1 LEVEL SEVEN FLOOR PLAN
 A107 1/16" = 1'-0"

WATER'S EDGE CONDOMINIUM
 JACKSONVILLE BEACH, FLORIDA
 FEBRUARY 15, 2005

TOTAL FLOOR AREA	
7748 TOTAL S.F.	
1005 TOTAL S.F. AT CORE	
UNIT 701	
2769 S.F. LIVING AREA	
66 S.F. OPEN BALCONY	
2835 S.F. TOTAL AREA	
UNIT 702	
3908 S.F. LIVING AREA	
NOTE: LIVING AREA INCLUDES FLEX SPACE BALCONIES	

PIKE BRYANOS DIAMOND FISHER WILSON
 Architecture | Landscape Architecture | Interior Design

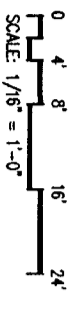
- GENERAL NOTES:
1. INTENTIONALLY DELETED.
 2. ALL IMPROVEMENTS OTHER THAN THE DWELLING UNITS, STORAGE, AND PARKING SPACES ARE COMMON ELEMENTS.
 3. THERE ARE NO LIMITED COMMON ELEMENTS.



A-13

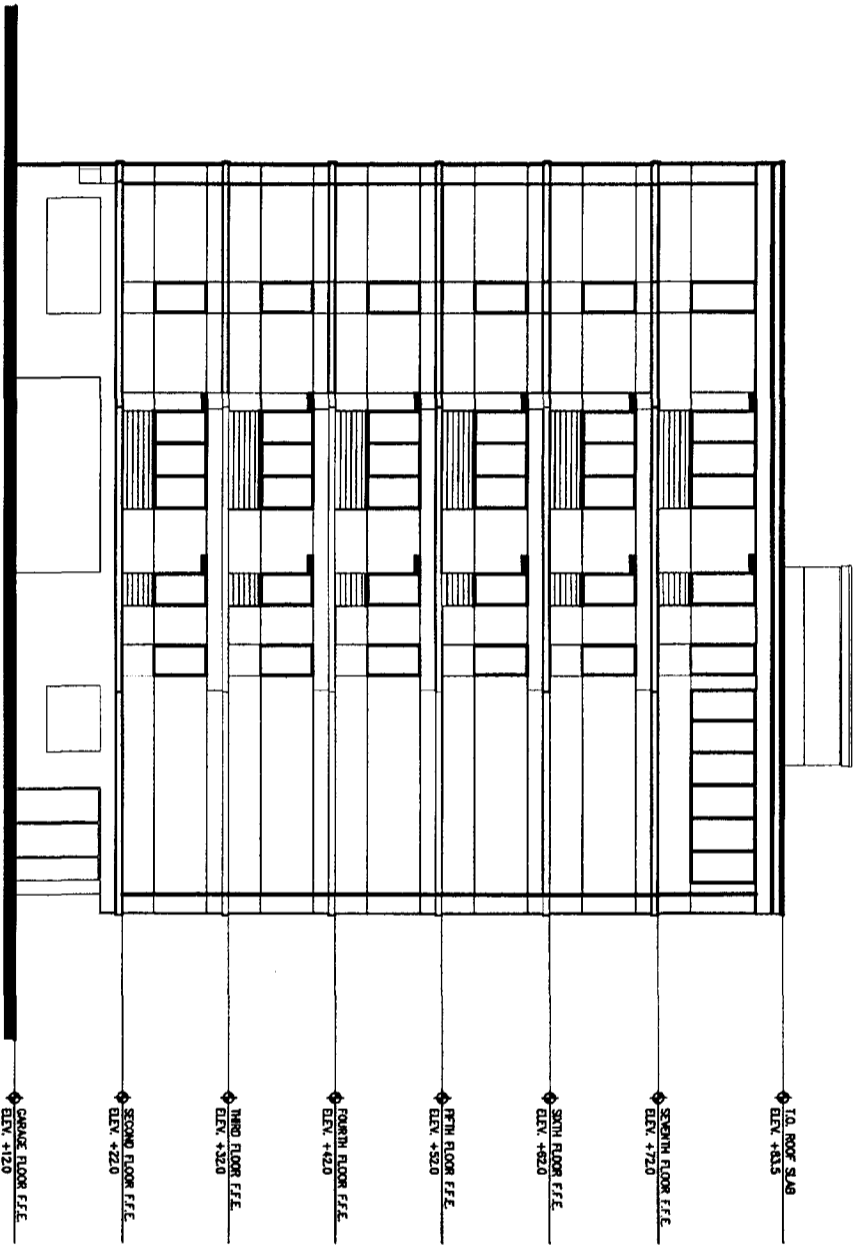
WATER'S EDGE CONDOMINIUM
 JACKSONVILLE BEACH, FLORIDA
 FEBRUARY 15, 2005





- GENERAL NOTES:
1. INTENTIONALLY DELETED.
 2. ALL IMPROVEMENTS OTHER THAN THE DWELLING UNITS, STORAGE, AND PARKING SPACES ARE COMMON ELEMENTS.
 3. THERE ARE NO LIMITED COMMON ELEMENTS.

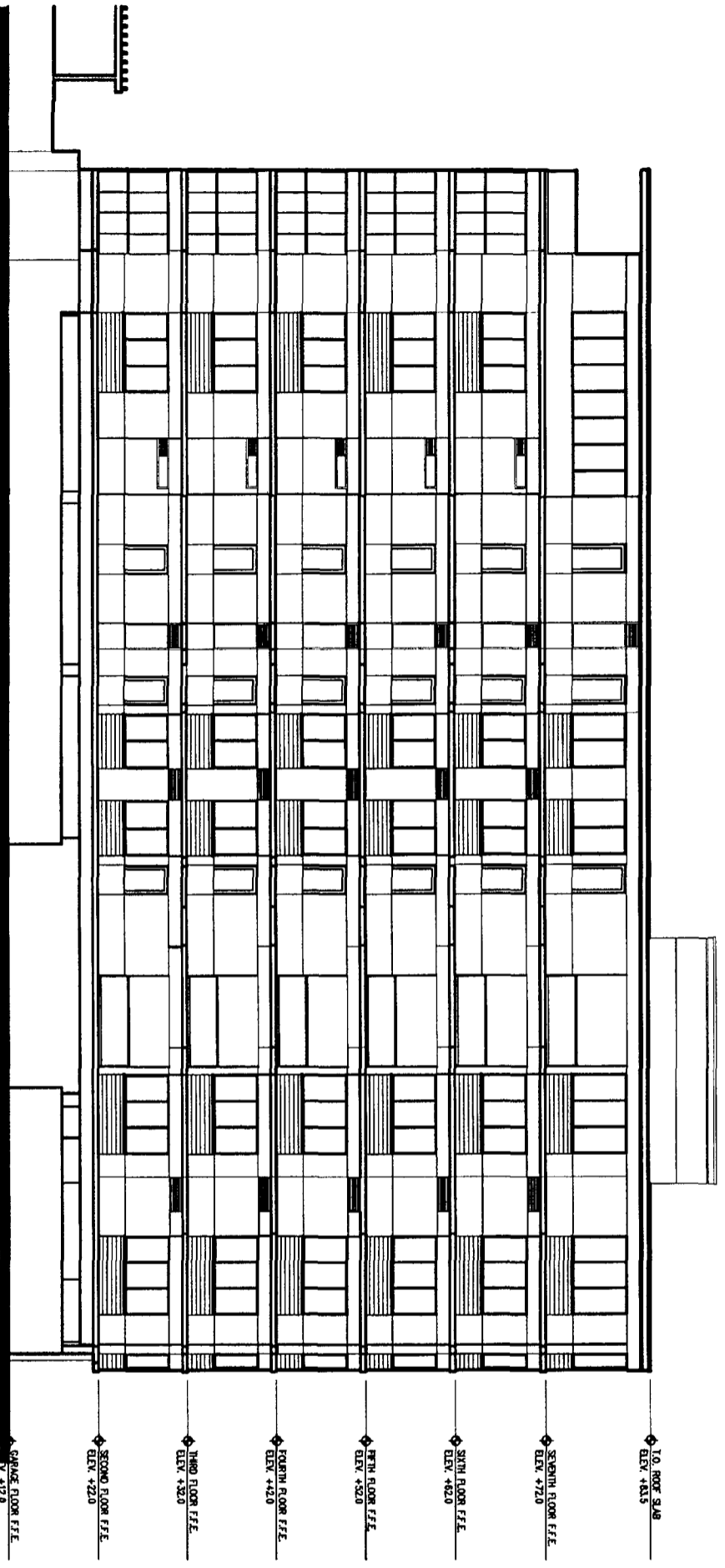
1 WEST ELEVATION
 1/16" = 1'-0"



A-14

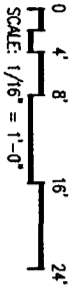
WATER'S EDGE CONDOMINIUM
 JACKSONVILLE BEACH, FLORIDA
 FEBRUARY 15, 2005





1 NORTH ELEVATION
 1/16" = 1'-0"

- GENERAL NOTES:
1. INTENTIONALLY DELETED.
 2. ALL IMPROVEMENTS OTHER THAN THE DWELLING UNITS, STORAGE, AND PARKING SPACES ARE COMMON ELEMENTS.
 3. THERE ARE NO LIMITED COMMON ELEMENTS.

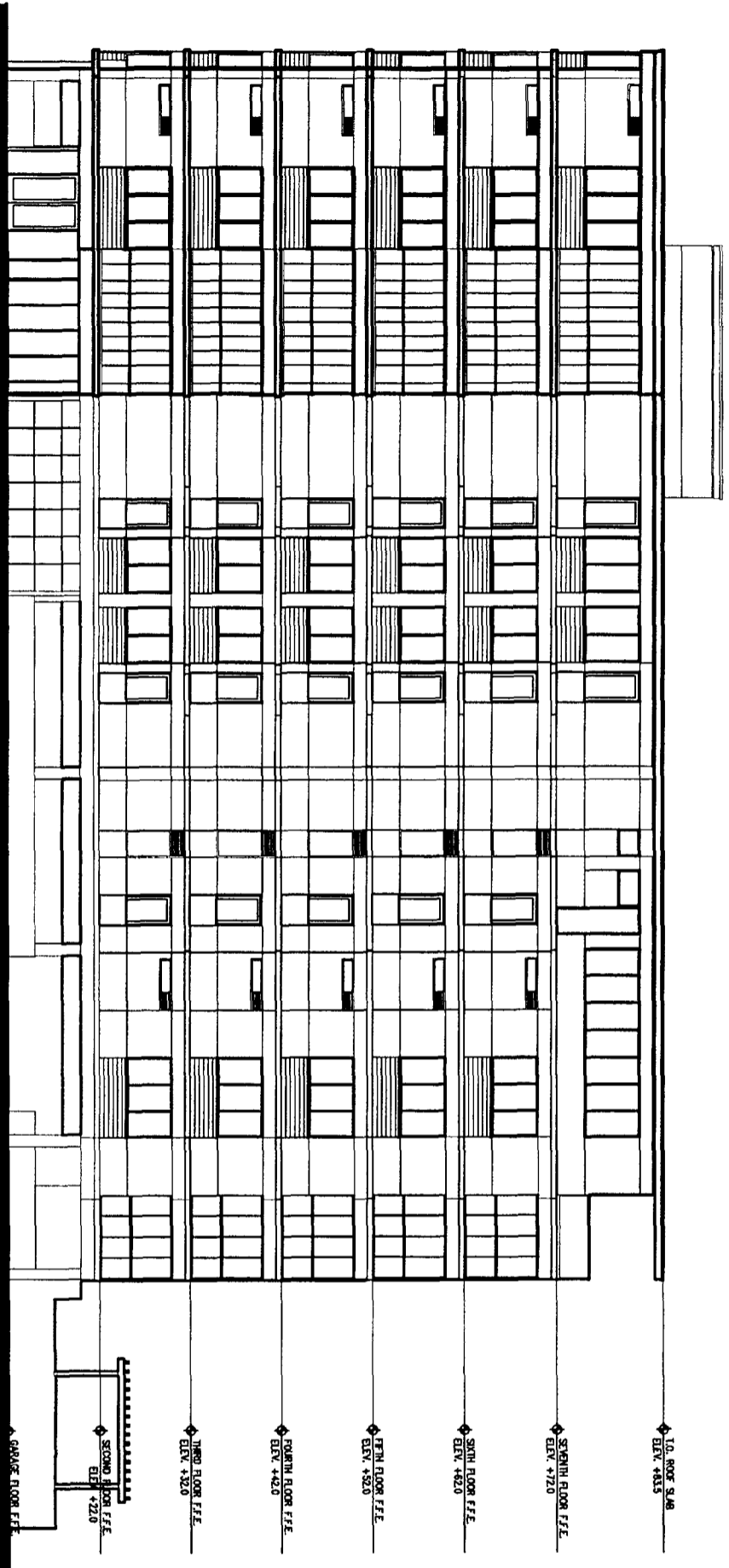


WATER'S EDGE CONDOMINIUM
 JACKSONVILLE BEACH, FLORIDA
 FEBRUARY 15, 2005

A-15

RIKE REYNOLDS DIAMOND PISERER WILSON
 architecture | landscape architecture | interior design

- ◆ TO ROOF SLAB
ELEV. +443
- ◆ TENTH FLOOR FFF
ELEV. +720
- ◆ NINTH FLOOR FFF
ELEV. +620
- ◆ EIGHTH FLOOR FFF
ELEV. +520
- ◆ SEVENTH FLOOR FFF
ELEV. +420
- ◆ SIXTH FLOOR FFF
ELEV. +320
- ◆ FIFTH FLOOR FFF
ELEV. +220
- ◆ GARAGE FLOOR FFF
ELEV. +129



- GENERAL NOTES:
1. INTENTIONALLY DELETED.
 2. ALL IMPROVEMENTS OTHER THAN THE DWELLING UNITS, STORAGE, AND PARKING SPACES ARE COMMON ELEMENTS.
 3. THERE ARE NO LIMITED COMMON ELEMENTS.

1 SOUTH ELEVATION
SCALE: 1/16" = 1'-0"

WATER'S EDGE CONDOMINIUM
 JACKSONVILLE BEACH, FLORIDA
 FEBRUARY 15, 2005

A-16



RIKE REYNOLDS DIAMOND FISHER WILSON
 Architects | Landscape Architects | Interior Design

PERIMETRICAL BOUNDARY SQUARE FOOTAGE

(AS DEFINED BELOW)

UNIT 201 – 1915 S.F.
UNIT 202 – 2144 S.F.
UNIT 203 – 2274 S.F.
UNIT 301 – 1915 S.F.
UNIT 302 – 2144 S.F.
UNIT 303 – 2274 S.F.
UNIT 401 – 1915 S.F.
UNIT 402 – 4473 S.F.
UNIT 501 – 1915 S.F.
UNIT 502 – 2144 S.F.
UNIT 503 – 2274 S.F.
UNIT 601 – 1915 S.F.
UNIT 602 – 2144 S.F.
UNIT 603 – 2274 S.F.
UNIT 701 – 2605 S.F.
UNIT 702 – 3650 S.F.

THE PERIMETRICAL BOUNDARY SQUARE FOOTAGE CALCULATION IS REQUIRED BY RULE 61B-18.0061, FLORIDA ADMINISTRATIVE CODE, EFFECTIVE FEBRUARY 7, 2006, AND BASED UPON THE ARCHITECTURAL DRAWINGS IN THIS EXHIBIT A FOR THE UNIT BOUNDARIES AS PROVIDED IN ARTICLE III, SECTION 3.1 OF THE DECLARATION OF CONDOMINIUM OF WATER'S EDGE CONDOMINIUM, WHICH INCLUDES THE SQUARE FOOTAGE OF THE INTERIOR FLOOR SPACE (INTERIORS OF THE BOUNDARY WALLS OF EACH UNIT), INCLUDING ANY FIREPLACES, ANY WINDOW SEAT AREA AND ANY BALCONY AREA, FLEX SPACE OR OTHERWISE.

WATER'S EDGE CONDOMINIUM

JACKSONVILLE BEACH, FLORIDA

NOVEMBER 9, 2008

A-17

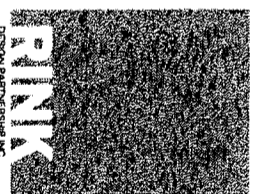
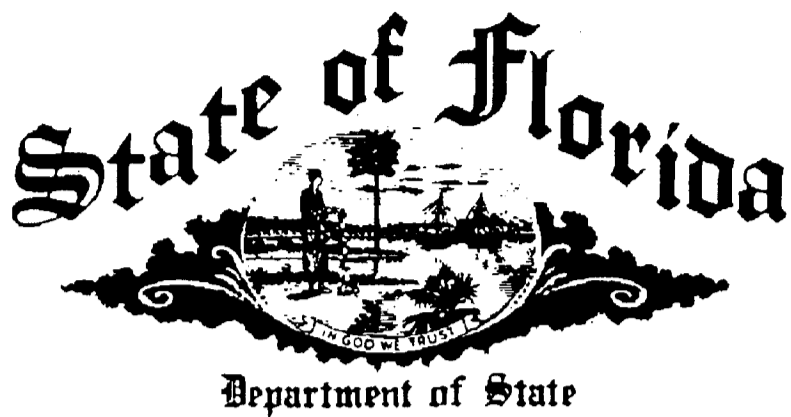


Exhibit "B"

Articles of Incorporation for the Association



I certify the attached is a true and correct copy of the Articles of Incorporation of WATER'S EDGE OCEANFRONT CONDOMINIUM, INC., a Florida corporation, filed on September 22, 2006, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H06000234689. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N06000010012.

Authentication Code: 706A00057035-092506-N06000010012-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-fifth day of September, 2006



Sue M. Cobb
Sue M. Cobb
Secretary of State



September 25, 2006

FLORIDA DEPARTMENT OF STATE
Division of Corporations

WATER'S EDGE OCEANFRONT CONDOMINIUM, INC.
6 FAIRFIELD BLVD., SUITE 3
PONTE VEDRA BCH, FL 32082

The Articles of Incorporation for WATER'S EDGE OCEANFRONT CONDOMINIUM, INC. were filed on September 22, 2006, and assigned document number N06000010012. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H06000234689.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4 or by going to their website at www.irs.ustreas.gov.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Wanda Cunningham
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 706A00057035

P.O BOX 6327 - Tallahassee, Florida 32314

FAX AUDIT NO.: H06000234689

**ARTICLES OF INCORPORATION
OF
WATER'S EDGE OCEANFRONT CONDOMINIUM, INC.
(A corporation not for profit)**

We, the undersigned, being desirous of forming a corporation not for profit under the provisions of Chapter 617, Florida Statutes, do hereby agree to the following Articles of Incorporation:

ARTICLE I.

Name

The name of this corporation is Water's Edge Oceanfront Condominium, Inc. ("Association"). The address and mailing address of the principal office is 6 Fairfield Blvd., Suite 3, Ponte Vedra Beach, Florida 32082.

ARTICLE II.

Purposes

The purposes and objects of the Association shall be to administer the operation and management of Water's Edge Condominium ("Condominium"), established pursuant to Chapter 718, Florida Statutes ("Condominium Act"), located in Duval County, Florida and described in the Declaration of Condominium of Water's Edge Condominium ("Declaration"); and to undertake and perform all acts and duties incident to the administration, operation and management of the Condominium in accordance with the terms, provisions, conditions and authorizations contained herein and in the Declaration; and to own, operate, lease, sell, manage and otherwise deal with such real and personal property as may be necessary or convenient for the administration of the Condominium. The terms and conditions of the Declaration and bylaws of this Association as may be hereinafter adopted ("Bylaws") are hereby incorporated into these

FAX AUDIT NO.: H06000234689

FAX AUDIT NO.: H06000234689

Articles of Incorporation by reference hereto. The Association shall be conducted as a non-profit organization for the benefit of its members.

ARTICLE III.

Powers

The Association shall have all of the powers and privileges granted to a corporation not for profit under the laws of the State of Florida pursuant to which this Association is chartered, all of the powers and duties set forth in the Condominium Act, the Declaration, the Bylaws and all other powers reasonably necessary to effectuate the purposes of the Association set out herein, together with, but not limited to, the following powers:

1. To make and establish rules and regulations governing the use and activities of the Condominium;
2. To levy and collect assessments against members of the Association in accordance with the terms of the Declaration and the Bylaws, including the right to use the proceeds of assessments to operate and manage the Condominium and for other purposes set forth in the Declaration;
3. To make contracts and incur liabilities, borrow or lend money at such rates of interest as the Association may determine, issue its notes, bonds and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises or income;
4. To purchase, lease, take by gift, devise or bequest or otherwise acquire, own, hold, improve, use or otherwise deal in and with real or personal property, or any interest therein;

FAX AUDIT NO.: H06000234689

-2-

FAX AUDIT NO.: H06000234689

5. To maintain, repair, replace, operate and manage the Condominium, and the real and personal property comprising it, including the common elements, including the right to reconstruct improvements and replace personal property after damage by casualty, to make further improvement of the Condominium and to purchase replacements and additional property and improvements;

6. To enter into contracts for management, operation, insurance coverage, and maintenance of the Condominium and property owned by the Association;

7. To appear through its authorized agents before any legislative, judicial, administrative or governmental body concerning matters affecting the property of the Condominium and/or the Association;

8. To delegate all of the powers and duties of the Association except those the delegation of which may be prohibited by the Declaration, these Articles of Incorporation, the Bylaws and the Condominium Act or any administrative rules or regulations enacted pursuant thereto;

9. To employ personnel to perform the services required for the operation of the Condominium;

10. To enforce the provisions of the Declaration, these Articles of Incorporation, the Bylaws, and the rules and regulations governing the use of the Condominium as may be hereafter established;

11. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Declaration;

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12. To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Surface Water or Stormwater Management System; and

13. To operate, maintain, and manage the Surface Water or Stormwater Management System in a manner consistent with any permit issued by the St. Johns River Water Management District ("District") and all requirements and applicable district rules, and to assist the District in the enforcement of the provisions of the Declaration which relate to the Surface Water or Stormwater Management System.

ARTICLE IV.

Members

The qualification of the members, their admission to membership, termination of membership, and voting by members shall be as follows:

1. Members of the Association shall consist of all of the owners of condominium units in the Condominium, and no other persons or entities shall be entitled to membership;

2. A person shall become a member by the acquisition of a fee ownership interest in a unit in the Condominium, whether by conveyance, devise, judicial decree or otherwise. The membership of any person shall be automatically terminated upon his being divested of his title to or interest in the unit. Transfer of membership shall be recognized by the Association upon its being provided with a certified copy of the recorded deed conveying title to a unit to the new member. If a corporation or other entity is the recorded owner of a unit, the corporation or other entity shall designate one officer, or director, partner or agent as the member;

3. Except as an appurtenance to his unit, no member can assign, hypothecate or transfer in any manner, his membership in the Association or his interest in the funds and assets

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of the Association. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the Bylaws; and

4. On all matters on which the membership shall be entitled to vote, there shall be one vote for each condominium unit in the Condominium. A vote may be exercised or cast by the owner or owners of each unit in such manner as may be provided in the Bylaws.

ARTICLE V.

Term of Existence

This Association is to exist perpetually.

ARTICLE VI.

Officers

1. The affairs of the Association shall be administered by the officers. The officers of the Association shall be a president, a vice president, a secretary, assistant secretary, a treasurer, and such other officers, including a general manager, as may be deemed desirable or necessary by the board of directors of the Association ("Board of Directors").

2. The persons who are to serve as officers of the Association until their successors are chosen are:

<u>Officers</u>	<u>Name</u>
President	Wayne A. Scheiner
Vice President	Ray Bordoni
Secretary/Treasurer	Lester N. Garripee
Assistant Secretary	Wayne A. Scheiner

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3. The officers shall be elected by the Board of Directors at its annual meeting as provided in the Bylaws. The Board of Directors may remove any official at any time with or without cause. Any vacancies in any office shall be filled by the Board of Directors at any meeting duly held.

ARTICLE VII.

Board of Directors

1. The business affairs of this Association shall be managed by the Board of Directors. This Association shall have three (3) directors initially. The number of directors shall be increased, as stated below, and thereafter may be increased or decreased from time to time as provided by the Bylaws but shall never be fewer than three (3) and shall always be an odd number.

2. Except for directors appointed by the developer, Water's Edge Condominiums, LLC, a Florida limited liability company ("Developer"), each director shall be a Unit Owner or a spouse of a Unit Owner (or, if a unit owner is a corporation, partnership or trust, a director may be a director, officer, partner or agent of such unit owner).

3. Subject to the Declaration, the Board of Directors shall be elected by the members of the Association from among the membership at the annual membership meeting as provided in the Bylaws. Vacancies on the Board of Directors may be filled by majority vote of the remaining directors, at any duly called meeting; even though the remaining directors constitute less than a quorum, or, if the vacancy is not so filled or if no director remains, by the members, or, on the application of any person, by the Circuit Court, Fourth Judicial Circuit, in and for Duval County, Florida.

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4. The names and addresses of the persons who are to serve as directors until their successors are chosen are:

<u>Name</u>	<u>Address</u>
Ray Bordoni	6 Fairfield Boulevard, Suite 3 Ponte Vedra Beach, Florida 32082
Wayne A. Scheiner	6 Fairfield Boulevard, Suite 3 Ponte Vedra Beach, Florida 32082
Lester N. Garripee	6 Fairfield Boulevard, Suite 3 Ponte Vedra Beach, Florida 32082

ARTICLE VIII.

Transaction In Which Directors or
Officers are Interested

No contract or transaction between the Association and one or more of its directors or officers and any other corporation, partnership, association or other organization in which one or more of its officers or directors are officers or directors of this Association shall be invalid, void or voidable solely for this reason or solely because the officer or director is present at, or participates in, meetings of the board or committee thereof which authorized the contract or transaction, or solely because said officer's or director's votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that said director or officer may be interested in any such contract or transaction. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

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ARTICLE IX.

Bylaws

1. The Board of Directors of this Association may provide such Bylaws for the conduct of its business and the carrying out of its purposes as it may deem necessary from time to time.

2. The Bylaws may be amended, altered or rescinded in accordance with the provisions for Amendment set forth in the Bylaws; provided that the members of the Association may adopt or amend a bylaw that fixes a greater quorum or voting requirement for members than required by the particular statute by a vote which is the greater of the quorum and voting requirement then in effect or the quorum and voting requirement proposed to be adopted.

ARTICLE X.

Amendment

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

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

2. The resolution for the adoption of a proposed amendment may be proposed by either a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association represented at a meeting at which a quorum thereof has been attained.

3. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the

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Association for a date not sooner than twenty (20) days or later than sixty (60) days from the receipt by such office of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be given in the same manner as notice of the call of a special meeting of the members as described in the Bylaws; provided, that proposed amendments to these Articles of Incorporation may be considered and voted upon at annual meetings of the members. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office 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, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of the owners of not less than seventy-five percent (75%) of those units in the Condominium which are represented in person or by proxy as allowed by applicable law at any meeting at which a quorum is present in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such format 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 of these Articles of Incorporation shall be recorded in the Public Records of Duval County, Florida, within thirty (30) days from the date on which the same is filed in the office of the Secretary of State. Notwithstanding the foregoing provisions of this Article X, no amendment to these Articles of Incorporation which shall abridge, amend or

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alter the right of Developer to designate and select members of the Board of Directors of the Association, as provided in the Bylaws, may be adopted or become effective without the prior written consent of Developer.

4. Upon any 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 which complies with Section 40C 42.027, F.A.C. and is approved by the District.

ARTICLE XI.

Location

The location of this Association shall be in Duval County, Florida, or at such other place or places as the Board of Directors may designate.

ARTICLE XII.

Non-profit Status

1. No part of the net earnings of the Association shall inure to the benefit of any individual or member.

2. The Association shall not carry on propaganda, or otherwise act to influence legislation.

ARTICLE XIII.

Indemnity

1. To the extent permitted by applicable law the Association shall indemnify, hold harmless and agrees to defend any person ("Indemnitee") who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a

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director, employee, officer or agent of the Association, including those selected, appointed, or elected by the Developer, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed Indemnitee, that he was grossly negligent or that he acted willfully or wantonly in disregard of the interests of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding - by judgment, order, settlement, conviction or upon plea of nolo contendere or its equivalent - shall not, of itself, create a presumption that the person was grossly negligent or that he acted willfully or wantonly in disregard of the interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

2. To the extent that a director, officer, employee or agent of the Association is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, officer, employee or agent of the Association, including those selected, appointed, or elected by the Developer, the Association hereby agrees to defend and provide counsel to such Indemnitee and shall advance all attorneys fees and costs at all pretrial, trial and appellate levels. In the event retainers for attorneys' fees and/or costs are necessary to be provided, the Association shall advance such retainers, as well as having full responsibility for payment of attorneys' fees and costs that may be billed or otherwise become due during the

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pendency of any action, suit or proceeding or in advance of same in the event such action, suit or proceeding is threatened. The Indemnitee shall have the right of reasonable approval of any attorneys proposed to represent said Indemnitee. The agreement to defend provided for in this section shall be in addition and not in lieu of such other rights of reimbursement, indemnification and hold harmless provisions existing under this Article or any other provisions of the Articles of Incorporation and Bylaws, the Declaration and as elsewhere provided by law.

3. To the extent that a director, officer, employee or agent of the Association including those selected, appointed, or elected by the Developer, has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith. Any costs or expenses incurred by the Association in implementing any of the provisions of this Article XIII shall be fully assessable against members as common expenses of the Association.

4. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding, as provided hereinabove, by or on behalf of the affected director, officer, employee or agent, including those selected, appointed, or elected by the Developer, unless it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this Article XIII, in which event, the Indemnitee shall reimburse the Association for all attorneys' fees and costs advanced by it on behalf of the Indemnitee.

5. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by law,

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agreement, vote of members, Florida law, or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent, including those selected, appointed, or elected by the Developer, and shall inure to the benefit of the heirs and personal representatives of such person.

6. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, including those selected, appointed, or elected by the Developer, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

7. Anything to the contrary herein notwithstanding, the provisions of this Article XIII may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE XIV.

Initial Registered Office and Agent

The street address of the initial registered office of the Association is:

One Independent Drive, Suite 1300
Jacksonville, Florida 32202

and the name of the initial registered agent of the Association at said address is:

F & L Corp.

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ARTICLE XV.

Incorporator

The name and address of the incorporator of this Association is:

Emerson M. Lotzia, Esq.
Foley & Lardner LLP
One Independent Drive, Suite 1300
Jacksonville, FL 32202

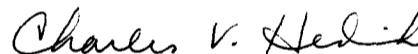
IN WITNESS WHEREOF, the undersigned incorporator, has hereunto set his hand and seal this 22nd day of September, 2006, for the purpose of forming this corporation not for profit under the laws of the State of Florida.


Emerson M. Lotzia

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above stated corporation, at the place designated in the above Articles of Incorporation, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties. The undersigned is familiar with and accepts the obligations of a registered agent.

F & L Corp.


Charles V. Hedrick, Authorized Signatory
Date: September 22, 2006

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Exhibit "C"

Bylaws of the Association



FOLEY & LARDNER LLP

BYLAWS OF WATER'S EDGE OCEANFRONT CONDOMINIUM, INC.**ARTICLE I.****Members**

Section 1. Identity of Members. The members of Water's Edge Oceanfront Condominium, Inc. ("Association"), a corporation not for profit organized under the laws of the State of Florida, shall consist of the respective owners of condominium parcels ("Units") in Water's Edge Condominium ("Condominium") located in Duval County, Florida. The interest of each member in the funds and assets of the Association shall be equal to that member's ownership in the Common Elements of the Condominium which are appurtenant to his Unit. Unless otherwise defined herein, capitalized terms are defined in the Declaration which is defined below.

Section 2. Termination, Transfer and Evidence of Membership. The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner, and upon the sale, transfer or other disposition of his ownership interest in a Unit, membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest. The Association may issue certificates evidencing membership therein.

Section 3. Membership Voting. Each Unit shall be entitled to one vote at Association meetings, which shall be exercised by the Unit Owner. Unless otherwise stated, the term "Unit" shall hereinafter include its respective garage and storage Unit. A majority of voting interests voting affirmatively shall decide all questions at Association meetings, unless specified otherwise in these Bylaws, the Articles of Incorporation ("Articles"), or the Declaration of

Condominium of Water's Edge Condominium (the "Declaration"). If a person owns more than one Unit, he shall be entitled to one vote for each Unit owned. In the event that a Unit is owned by more than one person, or by a corporation, trust or other entity, the person entitled to cast the vote for that Unit shall be designated by a certificate filed with the Association and signed by all joint owners or an authorized agent of the corporation or other entity.

Section 4. Quorum. A quorum at membership meetings shall consist of attendance in person or by limited or general proxy of members entitled to cast a thirty-three and one-third of the voting interests of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purposes of determining a quorum.

Section 5. Voting Requirements; Proxies. Votes may be cast in person or by proxy, subject to the conditions of this Section. Proxies shall be in writing, but may be transmitted in the form of a telegram or telecopy executed before transmission, shall be valid only for the particular meeting designated thereon and any lawfully adjourned meeting, but in no event longer than ninety (90) days after the date of the first meeting for which it was given. The proxy must be filed with the Secretary of the Association before the appointed time of the meeting. All proxies are revocable at any time by the Unit Owner executing it. Except as specifically otherwise provided herein, Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Land Sales, Condominiums, and Mobile Homes ("Division"). Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial statement requirements; for votes taken to amend the declaration; for votes taken to amend the articles of incorporation or bylaws;

and for any other matter for which Chapter 718, Florida Statutes requires or permits a vote of the Unit Owners. No proxy, limited or general, shall be used in the election of members of the board of directors of the Association (“Board of Directors”). General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. Notwithstanding the provisions of this paragraph, Unit Owners may vote in person at Unit Owner meetings.

Section 6. Membership List. The Association shall maintain an alphabetical list of names of members who are entitled to notice of a meeting, with their address. The list must be available for inspection by any member for a period of ten (10) days prior to the meeting and also must be made available at the meeting place for inspection during the meeting.

ARTICLE II.

Meetings of Membership

Section 1. Governing Documents. The meetings of the membership shall be held in accordance with the provisions of the Declaration and subject to the Declaration, in accordance with these Bylaws. Except where in conflict with the Declarations, Roberts Rules of Order (as amended) shall govern the conduct of all membership meetings.

Section 2. Annual Meeting. The annual meeting of the membership of the Association 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 of Directors or the President of the Association. The annual meeting shall be held in the Fall of each year as determined by the Board of Directors.

Section 3. Special Meetings. Unless specifically provided otherwise herein, special meetings of the membership shall be held when directed by the President of the Association or

the Board of Directors or when requested in writing by members holding at least ten percent (10%) of the votes having the right to vote at such meeting. A meeting requested by the membership shall be called for a date not less than fourteen (14) or more than sixty (60) days after the request is made. The call for the meeting shall be issued by the Secretary of the Association.

Section 4. Notice of Meetings. Notice of all members' meetings, regular or special, shall be given by the President, Vice President or Secretary of the Association to each member unless waived in writing. Such notices shall be written or printed, shall state the time, place and identification of the agenda items for the meeting, and shall be mailed or personally delivered to each member as follows:

(a) For annual and special meetings, not less than fourteen (14) nor more than sixty (60) days prior to the date set for the meeting;

(b) For any special meeting called for an emergency determined by the Board of Directors, such notice as is reasonable under the circumstances.

All notices may be sent to members by regular mail. In addition, except in an emergency, when such notice requirement shall be waived, written notice shall be posted at a conspicuous place on the Condominium Property not less than fourteen (14) continuous days prior to such meeting.

An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with Section 718.112(2)(d), Florida Statutes, to each Unit Owner at the address last furnished to the Association.

Section 5. Waiver of Notice. Any Unit Owner 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.

Section 6. Action through Written Agreement; Revocation.

(a) Any action required or permitted by the Declaration, the Articles or these Bylaws to be taken at an annual or special meeting of members may be taken without a meeting, without prior notice, and without a vote if the action is taken by the members entitled to vote on such action and having not less than the minimum number of votes necessary to authorize such action at a meeting at which all members entitled to vote on such action were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing any action taken, dated and signed by approving members having the requisite number of votes and entitled to vote on such action, and delivered to the Association by the delivery to its principal office, the Association secretary, or another officer or agent of the Association having custody of the book in which proceedings of meetings of members are recorded. Written consent shall not be effective to take the Association action referred to in the consent unless the consent is signed by members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest date of consent and is delivered in the manner required by this section.

(b) Any written consent may be revoked prior to the date that the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Association at its principal office, or

received by the Association's secretary or other officer or agent of the Association having custody of the book in which proceedings and members of meetings are recorded.

(c) Within ten (10) days after obtaining such authorization by written consent, notice must be given to those members who are entitled to vote on the action, but who have not consented in writing. The notice must fairly summarize the material features of the authorized action.

(d) A consent signed under this section has the effect of a vote at a meeting and may be described as such in any document.

(e) Whenever action is taken pursuant to this section, the written consent of the members consenting to such action or the written report of the person authorized to tabulate such consents must be filed with the minutes of the proceeding of members.

Section 7. Objection of Members. A member may object at the beginning or upon his arrival at a meeting to the holding of the meeting or the transaction of certain business, and his presence shall thus not constitute his assent to the actions.

Section 8. Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives, and members of the Board of Directors at any reasonable time. The minutes shall be retained by the Association for a period of not less than seven (7) years. Unit Owners and their authorized representatives shall have the right to make handwritten notations from the minutes.

ARTICLE III.

Board of Directors

Section 1. Election of Directors. The initial Board of Directors of the Association shall consist of not fewer than three (3) persons, who shall be originally appointed as provided in

the Articles and Declaration. Thereafter, subject to the provisions of the Articles and Declaration, the members at each annual meeting shall determine the number of directors for the Board of Directors and shall elect such directors, who shall hold office for a term of one (1) year and until their successors shall be elected and qualified. If there is only one (1) candidate for election to fill the vacancy no election is required. At each election for directors, each member shall be entitled to vote for as many persons as there are directors to be elected. No cumulative voting shall be permitted. The Board of Directors shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Unit Owner entitled to a vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the secretary of the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda as set forth in Section 4 of Article II herein, the Association shall then mail or deliver a second notice of the meeting to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association, provided that the Association has no liability for the contents of the information prepared by the candidates. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at

least twenty percent (20%) of the eligible votes must cast a ballot in order to have a valid election of members of the Board of Directors. No Unit Owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A Unit Owner who needs assistance in casting the ballot may obtain assistance in casting the ballot. Any Unit Owner violating this provision may be fined by the Association in accordance with Section 718.303, Florida Statutes. The regular election shall occur on the date of the annual meeting. Notwithstanding the provision of this Section, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board of Directors.

Section 2. Director Qualifications. After the first election of all directors by the membership, each director shall be a Unit Owner or the spouse of a Unit Owner (or, if a Unit Owner is a corporation, partnership, or trust, a director may be a director, officer, partner or agent of such Unit Owner). If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board of Directors shall be deemed vacant.

Section 3. Filling Vacancies. Except for vacancies as a result of removal of a director by the members, any vacancy occurring in the Board of Directors may be filled by a majority vote of the remaining directors thereof, even though the remaining directors constitute less than a quorum, or, if the vacancy is not so filled or if no director remains, by the members, or, on the application of any person, by the Circuit Court, Fourth Judicial Circuit, in and for Duval County, Florida.

Section 4. Board Meetings. An annual meeting of the Board of Directors shall be held immediately following the annual meeting of the membership and at the same place.

Special meetings of the Board of Directors shall be held upon call by the President of the Association or a majority of the Board of Directors on not less than forty-eight (48) hours notice in writing to each director, unless the Board of Directors determines an emergency to exist, in which event the Board of Directors shall give such notice as is reasonable under the circumstances. All meetings of the Board of Directors shall be open to Unit Owners and, except in an emergency as provided above, notices of all meetings with an identification of agenda items shall be posted in a conspicuous place on the Condominium Property at least forty-eight (48) continuous hours prior to the meeting. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board of Directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board of Directors. However, Unit Owners shall not be entitled to vote, but may speak at the meeting. Board of Directors meetings at which non-emergency special assessments or any amendment to rules regarding Unit use shall be noticed to Unit Owners, by mailing or hand delivery of such notice at least fourteen (14) days prior to such meeting together with posting in a conspicuous place on the Condominium Property. The Board of Directors is required upon notice to Unit Owners to designate a specific location on the Condominium Property upon which all notices of Board of Directors meetings shall be posted.

Section 5. Waiver of Notice. Any director or Unit Owner may waive notice of a meeting or consent to the holding of a meeting without notice or consent to any required or permitted action of the Board of Directors without a meeting. Such waiver or consent may be executed prior to, at, or subsequent to the meeting or Board of Directors action to which the waiver or consent relates.

Section 6. Quorum; Voting. A quorum for the transaction of business shall consist of a majority of the directors. However, less than a quorum may adjourn a meeting from time to time. A majority of directors who are present at any meeting where a quorum is present shall decide any question before the meeting. A director may not abstain from voting unless he asserts a conflict of interest. Directors may not vote by proxy or by secret ballot at Board of Directors meetings, except that officers may be elected by secret ballot.

Section 7. Objection to Actions. A director may object at the beginning or upon his arrival at a meeting to the holding of the meeting or the transaction of certain business, and his presence shall thus not constitute his assent to the actions.

Section 8. Fidelity Bonds. The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association in accordance with the terms of Chapter 718, Florida Statutes. The Association shall bear the cost for the bonding.

Section 9. Removal of Directors. Except for directors appointed by the Developer as allowed in the Declaration, any director may be removed from office, with or without cause, by a vote or agreement in writing by a majority of the voting interest of all Unit Owners. Notwithstanding any other provisions herein, a special meeting of Unit Owners to remove a director or directors from office may be called by ten percent (10%) of the voting interests of all Unit Owners giving notice to all Unit Owners of the meeting, which notice shall state the purpose of the meeting and shall be given to all Unit Owners in writing as provided in Article II, Section 4.

(a) If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective as provided herein. The Board of Directors shall duly

notice and hold a Board of Directors meeting within five (5) full business days of the adjournment of the Unit Owners meeting to recall one or more members of the Board of Directors. At the meeting, the Board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the Board of Directors within five (5) full business days any and all records and property of the Association in their possession or shall proceed as set forth in subparagraph (c);

(b) If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by the laws of the State of Florida. The Board of Directors shall duly notice and hold a meeting of the Board of Directors within five (5) full business days after receipt of the agreement in writing. At the meeting, the Board of Directors shall either certify the written agreement to recall a member or members of the Board of Directors, in which case such member or members shall be recalled effective immediately and shall turn over to the Board of Directors within five (5) full business days, any and all records and property of the Association in their possession, or proceed as described in subparagraph (c);

(c) If the Board of Directors determines not to certify the written agreement to recall a member or members of the Board of Directors, or does not certify the recall by a vote at a meeting, the Board of Directors shall within five (5) full business days after the meeting, file with the division a petition for arbitration pursuant to the procedures of Section 718.1255, Florida Statutes. For purposes of this section, the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board of Directors, the recall shall be effective upon mailing of the final order of arbitration to the Association. If the

Association fails to comply with the order of the arbitrator, the division may take action pursuant to Section 718.501, Florida Statutes. Any member or members so recalled shall deliver to the Board of Directors any and all records of the Association in their possession within five (5) full business days of the effective date of the recall.

(d) If the Board of Directors fails to duly notice and hold a Board of Directors meeting within five (5) full business days of service of an agreement in writing or within five (5) full business days of the adjournment of the Unit Owner recall meeting, the recall shall be deemed effective and the Directors so recalled shall immediately turn over to the Board of Directors any and all records and property of the Association.

(e) If a vacancy occurs on the Board of Directors as a result of a recall and less than a majority of the Board of Directors are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, notwithstanding any provision to the contrary contained herein. If vacancies occur on the Board of Directors as a result of a recall and a majority or more of the Board of Directors are removed, the vacancies shall be filled in accordance with procedural rules to be adopted by the division, which rules need not be consistent with terms herein. The rules must provide procedures governing the conduct of the recall election as well as the operation of the Association during the period after a recall but prior to the recall election.

Section 10. Compensation of Directors. Directors shall receive no compensation for their services unless expressly provided for in resolutions duly adopted by the Unit Owners.

Section 11. Powers and Duties. The Board of Directors 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 to formulate policies for such purposes;

(c) To adopt administrative rules and regulations governing the administration, management, operation and use of the Condominium Units and to amend such rules and regulations from time to time;

(d) To provide for the maintenance, repair and replacement of the Common Elements and of the property owned by the Association;

(e) To provide for the designation, hiring and removal of employees and other personnel or service companies, to engage or contract for the services of others, to make purchases for the maintenance, repair, replacement, administration, management and operation of the Units and the Condominium and to delegate any such powers to the employees or agents of the Association;

(f) To estimate and approve the amount of the annual budget, to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses as hereinafter provided and to assess any supplemental assessment as the Board of Directors shall deem necessary;

(g) Unless otherwise provided herein or in the Declaration or the Articles, to comply with the instructions of a majority of the Unit Owners as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;

(h) To convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings; and

(i) To exercise all other powers and duties of the Board of Directors provided for in the Declarations, the Certificate of Incorporation of the Association and Chapter 718, Florida Statutes, the Condominium Act of the State of Florida, as amended from time to time.

Section 12. Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners or their authorized representative and Board members at any reasonable time. The Association shall retain these minutes for a period of not fewer than seven (7) years. Unit Owners and their authorized representatives shall have the right to make written notations from the minutes.

Section 13. Unit Owner Inquiries. When a Unit Owner files a written inquiry by certified mail with the Board of Directors, the Board of Directors shall respond in writing to the Unit Owner within thirty (30) days of receipt of the inquiry. The Board of Directors' response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division. If the Board of Directors requests advice from the Division, the Board of Directors shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board of Directors shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to act within thirty (30) days and to notify the Unit Owner within thirty (30) days after the action taken precludes the Board of Directors from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry.

ARTICLE IV.

Officers

Section 1. Generally. Subject to the provisions of the Declaration, at each annual meeting of the Board of Directors, the Board of Directors shall elect from the membership of the Association the following officers of the Association:

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

(b) One or more vice presidents, who shall in the absence or disability of the president, perform the duties and exercise the powers of the president;

(c) A secretary, who shall keep the minutes of all meetings of the Board of Directors 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 of Directors shall see fit to elect.

Section 2. Powers. The respective officers shall have the general powers usually vested in such officers of a not-for-profit corporation, provided that the Board of Directors may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board of Directors may deem necessary.

Section 3. Term of Office. Each officer shall hold office for the term of one (1) year and until his successor shall have been elected and qualified.

Section 4. Replacement; Termination. Vacancies in any office shall be filled by the Board of Directors at special meetings thereof. Any officer may be removed at any time, with or without cause, by the affirmative vote of a majority of the whole Board of Directors.

Section 5. Compensation of Officers. Officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the Unit Owners.

Section 6. Responsibility for Records. The Board of Directors shall designate one of the officers to be responsible for preparing minutes of directors' and members' meetings and for authenticating records of the Association.

ARTICLE V.

Assessments

Section 1. Annual Budget. The Board of Directors shall cause to be prepared an estimated annual budget for each fiscal year of the Association.

Such budget shall take into account the estimated common expenses and cash requirements for the year, including salaries, wages, payroll, taxes, supplies, materials, parts, services, utilities, maintenance, repairs, replacements, landscaping, insurance, fuel, power and other common expenses (as distinguished from individual mortgage payments, real estate taxes and telephone, electricity and other utility expenses billed or charged to the Unit Owners on an individual rather than a common basis). The annual budget shall also take into account the estimated net available cash income for the year and a reserve for replacements in reasonable amounts as determined by the Board of Directors. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, such surplus or deficit shall also be taken into account.

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

Section 3. Budget Approval; Notice. The estimated annual budget for each fiscal year as prepared by the Board of Directors shall be approved by the Board of Directors. A copy of the proposed annual budget shall be mailed to Unit Owners not fewer than fourteen (14) days prior to the meeting at which the budget is to be considered, together with notice of the meeting specifying the time and place at which it will be held.

Section 4. Payment of Annual Assessment. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay as his Unit's respective monthly assessment for the common expenses, one-twelfth (1/12) of his proportionate share of the common expenses for such year as shown by the annual budget, unless some other periodic method of payment is designated by the Board of Directors. Such proportionate share for each Unit shall be in accordance with its respective ownership interest in the Common Elements as set forth in the Declaration. The Board of Directors may send to each Unit Owner on or before the first day of each assessment period a statement of the assessment of his Unit for such period, but the failure to receive such statement shall not relieve any Unit Owner of his obligation for his Unit's assessment to be paid on or before the first day of each assessment period. In the event that the Association shall fail to determine new periodic assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay the amount of his Unit's respective periodic assessment as last determined. Each Unit Owner shall pay his assessment on or before the first day of each assessment period to the Treasurer of the Association or as may be otherwise directed by the Board of Directors. No Unit Owner shall be relieved of his obligation to pay his Unit's assessments for common expenses by abandoning or not using his Condominium Parcel or the Common Elements.

Section 5. Supplemental Budget. In the event that during the course of any fiscal year, it shall appear to the Board of Directors that the assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board of Directors shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, furnish copies to each Unit, and make a supplemental assessment against each Unit for its proportionate share of such supplemental budget; provided however, that the supplemental budget shall not require assessment of Units greater than one hundred fifteen percent (115%) of their prior assessments, without approval of a majority of all voting interests who are voting on such assessments. If the Board of Directors determines that a supplemental budget is required which will exceed the above limitations, it shall call a meeting of Unit Owners to consider such budget, giving notice of such meeting as required in these Bylaws for any meeting at which a budget is to be considered.

Section 6. Deposits. The Board of Directors may require each Unit Owner to deposit with the Association a reasonable deposit for working capital or contingent expenses to be the same proportion of the total deposit as his percentage ownership in the Common Elements.

Section 7. Pro-rated Assessments. If any fiscal year of the Association shall be less than a full calendar year, then the periodic assessments for each Unit shall be proportionate to the number of days in the period covered by such budget. A Unit Owner shall pay his Unit's assessment commencing with, the date of purchase of his Condominium Parcel, which assessment shall be in proportion to his Unit's respective appurtenant interest in the Common Elements and the number of days remaining in the assessment period covered by the current annual budget.

Section 8. Maintenance of Records; Accounting. The Board of Directors shall maintain official records within the state, according to approved accounting practices, which records shall be open to inspection by Unit Owners at reasonable times and upon reasonable notice and within five (5) working days after receipt of written notice by the Board of Directors or its designee; subject to the restrictions set forth in Chapter 718, Florida Statutes. These official records shall include the following:

(a) The plans, permits, warranties, and other items provided by the developer pursuant to Section 718.301(4), Florida Statutes;

(b) A photocopy of the recorded Declaration of the Condominium and all amendments thereto;

(c) A photocopy of the recorded Bylaws of the Association and all amendments thereto;

(d) A certified copy of the Articles or other documents creating the Association and all amendments thereto;

(e) A copy of the current Rules and Regulations of the Association;

(f) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not fewer than seven (7) years;

(g) A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers;

(h) All current insurance policies of the Association and the Condominium;

(i) A current copy of any Management Agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility;

(j) Bills of sale or transfer for all property owned by the Association;

(k) Accounting records for the Association according to good accounting practices. All accounting records shall be maintained for a period of not fewer than seven (7) years. The accounting records shall include, but are not limited to:

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

2. A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due;

3. All audits, reviews, accounting statements, and financial reports of the Association; and

4. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.

(l) Ballots, sign-in sheets and voting proxies, related to voting by Unit Owners which shall be maintained for a period of one (1) year from the date of the election, vote or meeting for which the proxy was given.

(m) All rental records where the Association is acting as agent for the rental of condominium Units.

(n) The current Frequently Asked Question and Answer Sheet as described by Section 718.504, Florida Statutes.

(o) All other records of the Association not specifically included in the foregoing which are related to the operation of the Association.

Within ninety (90) days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the Board of Directors shall cause to be furnished to each Unit Owner a statement for such year so ended, showing the receipts and expenditures and such other information as the Board of Directors may deem desirable.

Upon reasonable notice to the Board of Directors, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from him.

Section 9. Liens. Every Unit Owner shall pay in the manner herein provided, his proportionate share of the common expenses, and any special assessments assessed against his Condominium Parcel in the same ratio as his percentage of ownership in the Common Elements as set forth in the Declaration. If any Unit Owner shall fail or refuse to make any such payment of the common expenses or any special assessments when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in his Unit and its appurtenances. The Association and the Board of Directors shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Condominium Act, the Declaration or these Bylaws or otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 10. Mechanic's Liens. The Board of Directors may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board of Directors may constitute a lien against the Common Elements or limited Common Elements of

the Condominium. When fewer than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorneys' fees) incurred by reason of such lien.

Section 11. Special Assessments. In order to cover expenditures which are not included in the annual budget, the Board of Directors may levy special assessments against the Unit Owners in proportion to their share of the common expenses. The specific purpose or purposes of any special assessment, including emergency assessments, that cannot be paid from the annual assessment for common expenses, as determined by the Board of Directors, shall be set forth in a written notice of such assessment sent or delivered to each Unit Owner. The notice shall be sent or delivered within such time before the payment or initial payment thereunder shall be due, as may be reasonable or practicable in the circumstances. Special assessments shall be paid in the time and in the manner that the Board of Directors may require in the notice of assessment. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice. Upon completion of such specific purpose or purposes, any excess funds will be considered "common surplus" as defined in the Condominium Act, and may, at the discretion of the Board of Directors, either be returned to the Unit Owners or applied as a credit toward future assessments.

ARTICLE VI.

Use and Occupancy Restrictions

Section 1. Residential Limitation. No part of the Condominium shall be used for other than residential housing and the related common purposes for which the Condominium was

designed. Each occupant, whether Owner or tenant, shall comply with all the restrictions upon use set out in the Declarations.

Section 2. Cooking on Balconies. Unit Owners shall be prohibited from cooking on the balconies of Units, unless the equipment used to do the cooking is properly vented and approved by the Board of Directors.

Section 3. Pets. Unit Owners shall be allowed up to two (2) domestic pets, defined as any typical domestic pet. Unit Owners shall be responsible for keeping all pets controlled and leashed when the pets are taken outside of the Unit. The Board of Directors shall have the right to require the permanent removal of any obnoxious pet from the Condominium Property.

Section 4. Uniform Rules. Uniform rules and regulations governing the use of the Units and the conduct of persons entitled to so use the Condominium Property and property owned by the Association shall be promulgated from time to time by the Board of Directors. All Unit Owners shall obey the Rules and Regulations as promulgated by the Board of Directors.

ARTICLE VII.

Arbitration of Internal Disputes

Internal disputes arising from the operation of the Condominium among Unit Owners, the Association, their agents and assigns must be arbitrated by mandatory non-binding arbitration as provided by the Division pursuant to Section 718.1255, Florida Statutes or any successive statute prior to commencing litigation.

ARTICLE VIII.

Amendments

Section 1. Generally. Amendments to these Bylaws shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered;

(b) An amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. The amendment shall be adopted if it is approved either by: (i) not less than a majority of the voting interest of the Association and by not less than two-thirds (2/3) of the Board of Directors; or (ii) by not less than seventy five percent (75%) of the voting interest of the Association.

(c) No amendment shall be made that is in conflict with the Act or the Declaration, nor shall any amendment abridge, alter or amend the rights of the Developer or mortgagees of Units without their consent, provided that the consent of the Developer or mortgagees of Units is not required for all amendments, in accordance with the terms of the Declaration.

(d) A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws. The certificate shall be executed by the president or vice president of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment, which has an identification on the first page thereof of the book and page of the Public Records where the Declaration is recorded, are recorded in the public records of the county.

(e) Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF BYLAW. SEE BYLAW NUMBER FOR PRESENT TEXT".

ARTICLE IX.

Compliance and Enforcement

Section 1. Compliance by Members. Every Member and his/its tenants, guests and invitees shall comply with any and all rules and regulations adopted by the Board of Directors of the Association as contemplated herein as well as the terms and provisions of the Declaration, as they may be amended from time to time.

Section 2. Enforcement. Failure to comply with the Declaration, these Bylaws, and/or any of such rules or regulations shall be grounds for immediate action by the Association.

Section 3. Fines. In addition to all other remedies available to the Association and to the maximum extent lawful, the Association shall have the right to fine a Unit Owner or Unit Owner's tenants, in the manner provided herein.

Section 4. Committee and Notice of Violation. The Board of Directors may appoint a committee which shall be charged with determining whether there is probable cause to assert that a Unit Owner or other person is violating, or has violated, any of the provisions of the Declaration, the Articles, these Bylaws, or the rules and regulations of the Association, regarding the use of Units, Common Elements, or property owned by the Association. In the event such committee determines that such probable cause exists, it shall report same to the Board of

Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and the owner of the Unit which that person occupies, or of which that person is a guest, if that person is not the owner, of the specific nature of the alleged violation, including a statement setting forth the provisions of the Condominium documents allegedly violated and a short and plain statement of the matters asserted by the Association, and advising of an opportunity for a hearing before a committee of other Unit Owners upon a written request delivered to a member of the Board of Directors or designated agent within fourteen (14) days of the date of the notice of the violation or violations. The Board of Directors notice shall state the date, time and place of the hearing to be held if the hearing is requested. The Board of Directors notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which the alleged violation continues shall be deemed a separate offense, subject to a separate fine, not to exceed \$100 for each offense provided the total amount of fines shall not exceed \$1,000 exclusive of interest, costs and attorney fees. The Board of Directors notice shall further specify, and it is hereby provided for an alternative procedure available only for the first time violations and not for recurring violations, that in lieu of requesting a hearing, the alleged violator or Unit Owner may respond in writing to the notice, within fourteen (14) days of its date, acknowledging that the violation or violations occurred as alleged and promising that the violation or violations will henceforth cease and will not recur. Such acknowledgement and promise and performance in accordance therewith, shall terminate further enforcement activity by the Association with regard to the violation and no fines shall be levied.

Section 5. Hearing. If a hearing is timely requested, a committee of other Unit Owners appointed by the Board of Directors shall hold the same on the date and time and at the place set forth in the notice, and shall hear and receive the response of the alleged violator and

Unit Owner if other than the alleged violator, including written and oral argument on all issues involved and shall hear any witnesses that the alleged violator, the Unit Owner, or the committee, or its agents, may produce. Any party at the hearing may be represented by counsel. If the committee does not agree with the fine, the fine may not be levied.

Section 6. Notice of Fines. Subsequent to any hearing at which the committee agrees with the fine, or if no hearing is timely requested and if no acknowledgement and promise are timely and properly made, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence to support a finding that a violation or violations occurred, it shall send a written notification to the alleged violator, and the Unit Owner if other than the alleged violator, announcing its finding that a violation or violations occurred and notifying the alleged violator, and Unit Owner if other than the alleged violator, that fines will be levied as provided herein unless the violation is corrected within three (3) days from the date of the notice of the Board of Directors. No further notice or hearing shall be necessary to enable the Board of Directors to levy fines for an uncorrected violation, or violations, or for recurring violations substantially similar to violations for which a hearing opportunity was previously provided.

Section 7. Assessment of Fines. A fine pursuant to this section shall be levied against the Unit which the violator occupied or was visiting at the time of the violation, whether or not the violator is an Owner of that Unit, and shall be promptly paid to the Association by the Owner of that Unit.

Section 8. Non-Exclusive Remedy. Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various Condominium and Association documents including but not

limited to legal action for damages or injunctive relief. In the event such other means are pursued, the Association shall not be required to comply with the procedures and provisions of this Article.

ARTICLE X.

Indemnification

The Directors and Officers of the Association shall be indemnified by the Association pursuant to the indemnification provisions of the Articles. For purposes herein, Article XIII of the Articles is hereby incorporated by reference and expressly made a part hereof.

ARTICLE XI.

Construction

Section 1. Gender. Whenever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Section 2. Severability. Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

Section 3. Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration, the provisions of the Declaration shall prevail; in the event of any irreconcilable conflict between the Articles of Incorporation and these Bylaws, the Articles shall prevail.

Section 4. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision hereof.

The foregoing were adopted as the Bylaws of Water's Edge Oceanfront Condominium, Inc., a Florida corporation not for profit, at the first meeting of the Board of Directors on September 26, 2006

Raymond Bordini
RAYMOND BORDONI, Secretary

Approved:

Wayne Schreiner
WAYNE A. SCHREINER, President

Exhibit "D"

Consent of Mortgagee

1. BankAtlantic ("Mortgagee"), is the owner and holder of the following mortgages (collectively, the "Mortgage") which encumbers the lands described therein:

Mortgage Deed and Security Agreement dated February 25, 2004 and recorded in Official Records Book 11665, pages 129-156, public records of Duval County, Florida ("First Mortgage") and Mortgage Deed and Security Agreement dated February 25, 2004 and recorded in Official Records Book 11665, pages 170-196, public records of Duval County, Florida ("Second Mortgage")

2. Mortgagee hereby consents to making of the Declaration of Condominium of Water's Edge Condominium ("Declaration"), and the recording of such Declaration in the public records of Duval County, Florida, and the mortgagee agrees that the lien of its Mortgage as it applies to the property described herein shall be upon all of the Units of Water's Edge Condominium, according to the Declaration to which this Consent is attached, together with all of the appurtenances thereto, including but not limited to all of the undivided shares in the Common Elements allocated to Units in Water's Edge Condominium.

IN WITNESS WHEREOF, the Mortgagee has executed this Consent this 3rd day of October, 2006.

Signed, sealed and delivered in the presence of:

[Signature]
Printed Name: Kay Hendrixson
[Signature]
Printed Name: MICHAEL BROWN

BankAtlantic
By: [Signature]
Printed Name: Michael P. Blavins
Its: S.V.P.

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me the 3rd day of October 2006, by Michael P. Blavins, the Senior Vice President of BankAtlantic, a _____, on behalf of the mortgagee. He is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
Print Name:
My Commission N
My commission ex

