

DECLARATION OF CONDOMINIUM

OWNERSHIP OF

**BROADVIEW TOWERS
CONDOMINIUM**

DECLARATION OF CONDOMINIUM OWNERSHIP
OF
BROADVIEW TOWERS CONDOMINIUM

WHEREAS, BROADVIEW TERRACE, INC., a Florida corporation, having its offices at 1560 Lancaster Terrace, Jacksonville, Florida, (herein called "Developer") owns fee simple title to the real property described in Exhibit "A" attached hereto and incorporated herein by reference; (the "Property") and desires to submit the Property to the condominium form of ownership.

NOW, THEREFORE, in order to create a Condominium consisting of the Property and the improvements constructed and to be constructed thereon, (the "Improvements") the Developer hereby submits the Property and Improvements to Condominium Ownership under the provisions of the Florida Condominium Act, (Chapter 711, Florida Statutes, as amended), and Developer hereby makes the declarations as to divisions, limitations, restrictions, covenants and conditions hereinafter set forth and declares and agrees that the Property is held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to this Declaration.

SECTION 1. CONDOMINIUM PROPERTY.

1.01 The Property, Improvements and all easements and rights appurtenant thereto intended for and granted for use in connection with said Property, are hereby submitted to condominium ownership.

SECTION 2. NAME.

2.01 The Condominium shall be known as BROADVIEW TOWERS CONDOMINIUM, or by such other name as may from time to time be selected by the Association.

SECTION 3. DEFINITIONS.

3.01 **Assessment.** A proportionate share of the funds required for the payment of Common Expenses which from time to time is levied against each Unit Owner by the Association.

3.02 **Association.** The Broadview Towers Condominium, Inc., said Association being the legal entity responsible for the operation of the Condominium.

3.03 **By-Laws.** The rules governing the conduct of the affairs of the Association, as they exist from time to time.

3.04 **Common Elements.** The common elements and limited common elements as defined in Section 7 hereof.

3.05 **Common Expenses.** The expenses incurred in the maintenance, administration, improvement, and repair of the Common Elements as set forth in Section 12.01.

3.06 **Common Surplus.** The excess of all receipts of the Association over its expenses, as set forth in Section 12.02.

3.07 **Condominium.** That system of ownership of Condominium Property under which individual Units of improvements are subject to ownership by one or more owners, and there is appurtenant to each Unit, as a part thereof, an undivided share in the Common Elements.

3.08 **Condominium Act.** The Condominium Act of the State of Florida (F.S. 711, et seq.) as the same may be amended from time to time.

3.09 **Condominium Documents.** The Declaration, By-Laws, Articles of Incorporation of the Association, Maintenance Agreement, and all Exhibits annexed thereto, as the same may be amended from time to time.

3.10 **Condominium Parcel, or Parcel.** A Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit.

3.11 **Condominium Property.** All of the Condominium Parcels.

3.12 **Condominium Unit, or Unit.** A Unit as defined in the Condominium Act referring herein to each of the separate and identified Units delineated in the site plans and floor plans attached to the Declaration as Exhibit "B"

3.13 **Declaration, or Declaration of Condominium, or Declaration of Condominium Ownership.** The instrument which submits the property to Condominium Ownership as it may from time to time be amended.

3.14 **Developer.** Broadview Terrace, Inc. a Florida Corporation.

3.15 **Garage Unit.** A parking stall, which is part of the Condominium Property and is subject to private ownership. A Garage Unit shall constitute a part of the Condominium Parcel of the Unit Owner purchasing same.

3.16 **Institutional Mortgagee.** A bank, savings and loan association, insurance company, or union pension fund authorized to do business in the United States of America, an agency of the United States Government, a real estate investment trust, mortgage company, title insurance company, or other lender generally recognized in the community as an institutional type lender.

3.17 **Limited Common Elements.** That portion of the Common Elements which are reserved for the use of Owners of a designated Unit or Units to the exclusion of all other Unit Owners.

3.18 **Maintenance Agreement.** The agreement attached to this Declaration as Exhibit "D", which provides for the management of the Condominium Property, and any similar type agreement made after the expiration or term of the initial agreement.

3.19 **Management Company.** The person, corporation or entity identified as the Management Company in the Maintenance Agreement.

3.20 **Member or Association Member.** The owner of a Condominium Parcel.

3.21 **Occupant.** The person or persons, other than the Unit Owner, in possession of a Unit.

3.22 **Unit Owner.** The Owner of a Condominium Parcel.

3.23 **Voting Member.** That Unit Owner designated by the Owner or Owners of a majority interest in a Condominium Parcel to cast the vote appurtenant to such Parcel. A Voting Member must be designated by a statement filed with the Secretary of the Association, in writing, signed under oath by the owners of a majority interest in a Condominium Parcel as the person entitled to cast the vote for all such owners. The designation may be revoked and a substitute Voting Member designated at any time at least five (5) days prior to a meeting. If a designation of a Voting Member is not filed with the Secretary at least five (5) days prior to any meeting, no vote shall be cast at such meeting by or for said Unit Owner(s).

3.24 Unless the context otherwise requires, all other terms used in this Declaration shall have the meaning attributed to said term by Section 711.03 of the Condominium Act.

SECTION 4. IDENTIFICATION.

4.01 The Condominium Property is described in Exhibits "A" and "B" attached hereto and made a part hereof.

4.02 Each Condominium Unit and each Garage Unit is described in Exhibit "B" in such manner that there can be determined therefrom the identification, location, dimensions and size of such Unit as well as the Common Elements appurtenant thereto.

4.03 Each Condominium Unit and Garage Unit is identified by a number shown on the Floor Plans in Exhibit "B", so that no Unit bears the same designation as does any other Unit.

SECTION 5. CHANGES IN PLANS AND SPECIFICATIONS AND AMENDMENT OF DECLARATION BY DEVELOPER.

5.01 Amendment of Condominium Plans. Developer reserves the right to change the interior design and arrangement of any or all of the Units, and to alter the boundaries between Units, so long as Developer owns the Units so altered. If the boundaries between Units are altered by Developer, Assessments and the share of Common Elements appurtenant to such Units shall be recalculated as provided in Exhibit "C". If Developer shall make any changes in Units so authorized such changes shall be reflected by an amendment of this Declaration.

5.02 Amendment of Declaration by Developer. An amendment of this Declaration reflecting an authorized alteration of Unit plans by Developer as provided in Section 5.01 above shall be signed and acknowledged by the Developer and no approval by the Association, Unit Owners, lienors or mortgagees of the Condominium Parcels, whether or not elsewhere required for an amendment of this Declaration, shall be required.

5.03 Amendment of Declaration by Unit Owners. This Declaration may be amended at any regular or special meeting of the Association called or convened in accordance with the By-Laws, by the affirmative vote of the Voting Members casting not less than three-fourths ($\frac{3}{4}$) of the total vote of the Members of the Association. Each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the public records of Duval County, Florida. No such amendment shall change the proportionate ownership of the Common Elements appurtenant to any Unit nor the proportionate share of the Common Expenses, Common Surplus or voting rights appurtenant to any Unit, unless the record owner(s) thereof, and all record owners of mortgages or other liens which have been voluntarily placed on a Unit, shall join in the execution of the Amendment. No amendment shall be effective which shall impair or prejudice the rights or priorities of any mortgage, or change the provisions of this Declaration with respect to the holder of any Institutional Mortgage without the written approval of all the holders of such Institutional Mortgage of record affected thereby. No amendment shall change the rights and privileges of Developer without the approval of Developer.

SECTION 6. PARCELS OWNED BY DEVELOPER.

6.01 The Developer is irrevocably empowered to sell, lease, or rent Condominium Parcels to any person or persons without restriction. Developer shall have the right to transact on the Condominium Property any business necessary to consummate sale of Condominium Parcels, including, but not limited to, the right to maintain models, have signs, employees in the office, use the Common Elements and to show Units to prospective purchasers and lessees. The sales office, signs and other items used in connection with the sale or leasing of Condominium Parcels shall not be considered a part of the Common Elements and shall remain the property of Developer. Except as provided in this Section, the Developer shall be subject to the same restrictions and entitled to enjoy the same privileges as any other Unit Owner with respect to each Parcel owned by Developer.

6.02 Developer hereby establishes for its own benefit, and for the benefit of its successors and assigns the following:

(a) An easement in common with others for ingress and egress, by vehicle or on foot, in, to, upon, over and under the passageways located on the Condominium Property.

(b) The right to locate and maintain, and to grant to others the right to locate and maintain, utilities, including sewer, gas, electricity and telephone, under, upon, over, in and through the Condominium Property.

(c) The right to use and grant to others the easements provided for in 6.02 (a) and (b) shall not require the approval of the Association. Developer shall have this right so long as it owns any portion of the Condominium Property. Easements granted by the Developer may be perpetual or for a term of years. The easements granted by Developer shall not structurally weaken the building improvements nor unreasonably interfere with the enjoyment of the Condominium Property by the Unit Owners.

SECTION 7. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

7.01 Common Elements. The Common Elements shall include and mean, in addition to the items listed in the Florida Condominium Act, Section 711.06, all areas so designated on the Floor Plans (Exhibit B) and the following items:

(a) the Property; and

(b) the foundations, bearing walls, perimeter walls, structural slabs, roofs, halls, columns, girders, beams, supports, corridors, fire escapes, elevators, stairways, and common entrances, exits or communications ways; and

(c) roofs, yards, office, service areas, and storage areas, storage lockers, parking areas not designated as Limited Common Elements or as Garage Units, and gardens, except as otherwise provided; and

(d) the compartments or installations of central services such as power, light, gas, hot and cold water, central heating and air conditioning serving the Common Elements, water storage tanks, pumps, pipes, flues, chutes, conduits, cables and wire outlets and other utility lines; and

(e) the lobby on ground floor level and deck above the parking garage; and

(f) all other elements of the Condominium Property designed for common use or necessary to its existence, upkeep and safety.

7.02 Limited Common Elements. The Limited Common Elements are all areas which are cross-hatched on the Floor Plans (Exhibit B) and those designated as such in this Declaration. Areas designated as Limited Common Elements are reserved for the exclusive use of the Owners of the Condominium Units to which such areas are appurtenant. The elevator lobbies located on the third through the thirteenth floors of the building are declared to be a Limited Common Element appurtenant to the Units located on the same floor.

7.03 Parking Spaces. Each parking space located in the Parking Areas is identified numerically on the Site Plan or the Floor Plan. One such parking space shall be assigned to the exclusive use of each Unit so that the occupants of such Unit and his family and guests shall be entitled to a parking space for one automobile. The initial assignment of space shall be made by Developer. Subsequent assignments may be made by Unit Owners or by operation of law to any other Unit Owner in exchange of spaces or upon transfer of a Unit, provided each Unit shall always have at least one assigned space.

7.04 Garage Units. Any covered parking space which is numbered on the Site Plan or Floor Plans and which is not assigned to a Unit pursuant to Section 7.03 shall be deemed to be a Garage Unit. Garage Units shall be subject to private ownership by a Unit Owner or the Association, but shall not be subject to ownership by any person who is not a Unit Owner or the Association.

7.05 Any parking space which is not assigned pursuant to Section 7.03 and is not a Garage Unit shall be a part of the Common Elements.

SECTION 8. OWNERSHIP OF COMMON ELEMENTS.

8.01 Each of the Unit Owners shall own an undivided interest in the Common Elements; and the undivided interest, stated as percentages or fractions of such ownership in the said Common Elements and Limited Common Elements is set forth in Exhibit "C"; which is annexed to this Declaration and made a part hereof.

8.02 Any attempt to separate the title to a Condominium Unit from the Common Elements appurtenant to such Unit shall be null and void.

SECTION 9. UNIT BOUNDARIES.

9.01 Each Unit shall include that part of the building within boundaries determined as set forth in this Section 9.

9.02 Upper and Lower Boundary. The Upper Boundary and Lower Boundary of each Unit shall be the following, extended to the Perimeter Boundaries:

(i) **Upper Boundary.** The horizontal plane of the undersurface of the structural slab which serves as such Unit's ceiling.

(ii) **Lower Boundary.** The horizontal plane of the upper surface of the structural slab which serves as such Unit's floor.

9.03 Perimeter Boundary. The Perimeter Boundary of each Unit shall be the following extended to the Upper and Lower Boundaries.

(a) **Exterior Building Walls.** The intersecting vertical planes adjacent to and which include the interior surface of the exterior structural walls of the building, and where there is attached to the building a balcony, loggia, terrace, canopy, stairway, or other portion of the building serving only the Unit being bounded, such boundary shall be the intersecting vertical planes adjacent to and which include all structures and fixtures thereon.

(b) **Interior Building Walls.** The vertical planes of the center line of walls bounding a Unit except that (i) when walls between Units are of varying thickness or about a column or shaft, the plane of the center line of a boundary wall shall be extended to an intersection with the connecting boundary plane without regard to the plane of the centerline of an intervening column or shaft and (ii) when walls of different thickness abut a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended to the thicker wall for a distance which is one-half the thickness of a thinner wall and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall, (iii) when walls bounding a Unit are structural or chase walls, such boundary shall be the intersecting vertical planes adjacent to and including the interior surface of the interior structural or chase walls.

9.04 Encroachments. If any portion of a Condominium Unit or Common Elements or Limited Common Elements encroaches upon another, a valid easement for the encroachment and maintenance of such encroachment shall and does exist for so long as the encroaching improvement stands. In the event a Condominium building or buildings are partially or totally destroyed and then rebuild, the Unit Owners agree that minor encroachments on parts of the Common Elements or Limited Common Elements or Condominium Units, as aforescribed, due to construction, shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.

SECTION 10. THE OPERATING ENTITY.

10.01 The Association shall be responsible for the operation of the Condominium Property. The Association shall have all the powers and duties set forth in the Condominium Act, as well as all the powers and duties granted to or imposed upon it by this Declaration, the By-Laws of the Association (which are annexed hereto as Exhibit E) and its Articles of Incorporation (which are annexed hereto as Exhibit F) as they may be amended from time to time. No modification of or amendment to the By-Laws or the Articles of Incorporation of said Association, shall be valid unless set forth in or annexed to a duly recorded amendment to this Declaration. The By-Laws and the Articles of Incorporation may be amended in the manner provided for therein, but no amendment thereto shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel(s), or which would change the provisions thereof with respect to institutional mortgages, without written approval of all Institutional Mortgagees of record whose lien is affected or impaired thereby. No such amendment shall change the rights and privileges of the Developer without the Developer's written approval.

10.02 Every Unit Owner, whether he has acquired his ownership by purchase, gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the Condominium Documents.

SECTION 11. ASSESSMENTS.

11.01 The Association has the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the Common Expenses and such other sums as are specifically provided for in the Condominium Documents. The Association shall have the power to fix and determine from time to time Assessments as provided for in the Condominium Documents and to delegate such power to a Management Company. The procedures for the determination of Assessments shall be as set forth in the Condominium Documents.

11.02 The Common Expenses shall be assessed against each Unit Owner and Condominium Parcel as provided for in Section 12 of this Declaration.

11.03 Assessments that are unpaid for over ten (10) days after due date shall bear interest at the rate of

ten percent (10%) per annum from due date until paid. At the sole discretion of the Association, a late charge penalty of Twenty-five Dollars (\$25.00) may be assessed for each payment which is delinquent for ten (10) days or more.

11.04 The Association shall have a lien on each Condominium Parcel for unpaid Assessments and late charges, together with the interest thereon, and shall also have a lien on all tangible personal property located within said Unit, except that such lien shall be subordinate to prior recorded bona fide liens held by Institutional Mortgagees. Reasonable Attorneys' fees incurred by the Association incident to the collection of such Assessments or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, shall be payable by the Unit Owner and secured by such lien. The Association may take such action as it deems necessary to collect Assessments either by personal action against the record owner of the Condominium Parcel against which such Assessment has been made, or by enforcing and foreclosing said lien, or by exercising both of such remedies. The Association may settle and compromise any Assessment if it is deemed to be in its best interest to do so. The lien of an Assessment shall be effective as and in the manner provided for by the Condominium Act and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held in connection with the foreclosure of an Assessment lien, and may apply as a cash credit against its bid all sums secured by the lien enforced.

11.05 If the holder of an Institutional First Mortgage, or a purchaser of a Condominium Parcel at foreclosure sale, obtains title to a Condominium Parcel as a result of foreclosure of the Institutional First Mortgage, or if the holder of an Institutional First Mortgage accepts a deed to said Condominium Parcel in lieu of foreclosure, such acquirer of title its successors and assigns, shall not be liable for the entire amount of any Assessments levied prior to its acquisition of title and such unpaid Assessments shall be deemed to be a Common Expense and shall be collectible from all of the Unit Owners, including such acquirer, its successors and assigns.

11.06 Except as provided in Section 11.05 above, no person who acquires an interest in a Unit, including persons acquiring title by operation of law and purchasers at judicial sales, shall be entitled to occupy the Unit or use the Common Elements until all unpaid Assessments due and owing by the former Unit Owner(s) have been paid. The Association shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessments to the Developer, Management Company, Unit Owner(s), or any third party.

SECTION 12. COMMON EXPENSES AND COMMON SURPLUS.

12.01 **Common Expenses.** The Common Expenses of the Condominium shall be shared by the Unit Owners as specified and set forth in Exhibit "C". It is understood that Common Expenses shall include all taxes, assessments, insurance, and all other expenditures for which the Association shall be responsible, including those expenditures contracted for in any Maintenance Agreement.

12.02 **Common Surplus.** Any Common Surplus shall be owned by each of the Unit Owners in the same proportion as their percentage of ownership interest in the Common Elements. The Common Surplus is the excess of all receipts of the Association including, but not limited to, Assessments, rents, profits and revenue on account of the Common Elements of this Condominium, over the Common Expenses.

SECTION 13. MAINTENANCE AND ALTERATIONS.

13.01 The Association may enter into a contract with any firm, person or corporation, or may join with other Condominium Associations and entities in contracting for the maintenance and repair of the Condominium Property or Properties and other type properties, and may delegate to the contractor or manager all the powers and duties of the Association, except such as are specifically required by this Declaration, or by the By-Laws to have the approval of the membership of the Association. The Association has entered into a Maintenance Agreement, a copy of which is attached to this Declaration of Condominium.

13.02 Each Unit Owner Agrees as Follows:

(a) To maintain his Unit and the entire interior thereof in good and tenantable condition; to maintain, repair, and if necessary, replace the fixtures and equipment and carpets therein including, but not limited to, the following: air conditioning and heating units (and all appurtenances thereto wherever situated including, but not limited to, any exterior parts thereof) refrigerator, stove, fans, dishwasher, and all other appliances, drains,

plumbing fixtures and connections, sinks, plumbing within the Unit, electric panels, wiring, outlets, and electric fixtures within the Unit, interior doors, windows, screening and glass, all exterior doors, except the painting of the exterior faces of exterior doors which shall be a responsibility of the Association. Additionally, Unit Owners owning Units on the third through thirteenth floor agree to keep the elevator lobby to which their Unit is appurtenant broom swept and clean.

(a) To maintain his Unit and the entire interior thereof in good and tenantable condition, to maintain, repair, and if necessary, replace the fixtures and equipment and carpets therein including, but not limited to, the following: air conditioning and heating units (and all appurtenances thereto wherever situated including, but not limited to, any exterior parts thereof) refrigerator, stove, fans, dishwasher, and all other appliances, drains, plumbing fixtures and connections, sinks, plumbing within the Unit, electric panels, wiring, outlets, and electric fixtures within the Unit, interior doors, windows, screening and glass, all exterior doors, except the painting of the exterior faces of exterior doors which shall be a responsibility of the Association. Additionally, Unit Owners owning Units on the third through thirteenth floor agree to keep the elevator lobby to which their Unit is appurtenant, broom swept and clean.

(b) To pay for all his utilities, including electricity, and telephone used within his Unit and all taxes levied against his Parcel.

(c) Not to make, or cause to be made, any repairs to any plumbing or electrical wiring unit within a Unit except by licensed plumbers or electricians authorized to do such work by the Association or its delegate. Plumbing and electrical repairs within a Unit shall be paid for by the Owner(s) of the Unit.

(d) Not to make, or cause to be made, any addition or alteration to his Unit, the Limited Common Elements, or Common Elements (specifically including, but not limited to, affixing outside shutters to windows) or remove any additions, improvements, or fixtures from the building, or do any act that would impair the structural soundness of the building. Structural alterations within a Unit may be made with the consent of the Association and any Institutional First Mortgagee holding a mortgage on said Unit. Private balconies may be enclosed with the consent of the Association, which consent shall not unreasonably be withheld. Any such enclosures shall conform to standards and specifications set by the Association.

(e) To make no alterations, decoration, repair, replacement or change of the Common Elements, Limited Common Elements, or to any outside or exterior portion of the building, without the prior written consent of the Association. If consent is granted, the Unit Owner shall use only a contractor or subcontractor approved by the Association, who shall comply with all Rules and Regulations with respect to the work which may be adopted by the Association. A Unit Owner shall be liable for all damages to another Unit and to the Common Elements caused by any contractor employed by such Unit Owner or by the subcontractors or employees of such contractor, whether said damages are caused by negligence, accident or otherwise. Unit Owners owning Units on the third through thirteenth floors may agree among themselves to decorate the elevator lobby appurtenant to their Units at their expense. Maintenance of such decorations shall be at the sole expense of such Unit Owners.

(f) To allow the Association, its delegates, agents, or employees at all reasonable times to enter into any Unit and any Limited Common Element appurtenant thereto for the purpose of inspecting, repairing or replacing any portion of the Common Elements, reasonable access to which is attainable only through such Unit or Limited Common Element, and the improvements within the Unit(s) or Limited Common Area which if not repaired or replaced may cause damage to any other Unit or the Common Elements or Limited Common Elements; and to determine in case of emergency, circumstances threatening Units, Limited Common Elements or the Common Elements and to correct the same; and to determine compliance with the provisions of the Condominium Documents.

(g) To promptly report to the Association any defects or needed repairs for which the Association is responsible.

13.03 Each Unit Owner shall promptly perform all maintenance and repair within his Unit which if omitted or delayed would affect any other Condominium Property, and such Unit Owner shall be responsible for any damages or liability which may be engendered by his failure to do so. Each Unit Owner shall be responsible for any damage resulting from an accident within his Unit including without limitation damages suffered by the Association and by any other Unit Owner by reason of the failure of a Unit Owner to properly protect his Unit from the elements, or by reason of overflowing or leaking plumbing fixtures, overloaded electrical circuits and similar occurrences.

13.04 If any damage, or if maintenance, repair or replacement for which a Unit Owner is responsible, is covered by insurance maintained in force by the Association, the proceeds of insurance received by the Association or the Insurance Trustee shall be used or made available to such Unit Owner for use in paying for such damage or in performing such maintenance, repair or replacement.

13.05 In the event a Unit Owner fails to maintain his Unit as required herein, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in a Court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof, or in addition thereto, the Association shall have the right to levy an Assessment against the Unit Owner, and the Unit, for such necessary sums to remove any unauthorized addition or alteration, and to restore the property to good condition and repair.

13.06 The Association shall determine the exterior color scheme of the building, and shall be responsible for the maintenance thereof, and no Owner shall paint any exterior surface, or add or replace anything thereon or affixed thereto, without written consent of the Association.

13.07 The Association shall be responsible for the maintenance, repair and replacement of the Common Elements and Limited Common Elements, including those portions which contribute to the support of the buildings, and all conduits, ducts, plumbing, wiring and other facilities located in the Common Elements, and should incidental damage be caused to any Unit by any work which may be done or caused to be done by the Association in the maintenance, repair or replacement of the Common Elements, the Association shall, at its expense, repair such damage; provided that, if any repairs or replacements are made necessary because of abuse or negligent use thereof by a Unit Owner, the cost of such repair or replacement may be assessed against such Unit Owner.

13.08 Any assessment made pursuant to this Section shall be enforceable in the same manner as provided for the enforcement of Assessments in Section 11 hereof.

SECTION 14. INSURANCE PROVISIONS.

14.01 **Liability Insurance.** The Association shall maintain comprehensive public liability and property damage insurance covering all of the Common Elements and insuring the Association, the Unit Owners, (and, as long as a Maintenance Agreement is in effect, the Management Company) in such amounts as the Association determines is necessary; provided that the minimum amount of coverage shall be \$500,000 for bodily injury or death of any one person, \$1,000,000 for bodily injury or death of any number of persons arising out of any one occurrence, and \$50,000 for any instance of property damage. Premiums for such insurance shall be paid by the Association.

14.02 **Casualty Insurance.**

(a) **Purchase of Insurance.** The Association shall obtain and maintain, fire, windstorm and extended coverage, including vandalism, and malicious mischief insurance covering all the insurable Condominium Property, including personal property owned by the Association, for the benefit of the Unit Owners and their mortgagees and the Association, as their interests may appear, with a company selected by the Association having not less than a policyholder's rating of A in the most recent edition of Best's Insurance Guide in an amount equal to the replacement cost of the Condominium Property, as determined annually by the Association. The company or companies with whom such insurance coverage is placed, as provided in this Declaration, must be authorized to do business in the State of Florida.

(b) **Loss Payable Provisions - Insurance Trustee.** All policies purchased by the Association shall be for the benefit of all Unit Owners and their mortgagees, and the Association, as their interests may appear. However, an Insurance Trustee shall be the named insured and it shall not be necessary to name the Association or the Unit Owners or any mortgagees, although mortgagee endorsements may be issued. The policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to said Insurance Trustee. A copy of the policy shall be furnished to the Insurance Trustee. The Insurance Trustee may be any bank, maintaining offices and holding trust powers in Florida selected by the Association. The Insurance Trustee shall not be liable for the payment of premiums, for the renewal or the sufficiency of policies, for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive the proceeds paid pursuant to the policies in trust for the purposes stated herein, for the benefit of the Association and the Unit Owners and their respective mortgagees, in the following shares:

(1) **Proceeds Paid on Account of Damage to Common Elements:** An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(2) **Proceeds Paid on Account of Damages to any Units:** Proceeds on account of damage to Units shall be held for the owners of damaged units in the proportion that the cost of repairing the damage suffered by each Unit Owner bears to the total cost of restoring all damaged units, which cost shall be determined by the Association.

(3) **Mortgagees:** In the event a mortgagee endorsement has been issued with respect to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner, as their interest may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the Unit Owner and mortgagee, pursuant to the provisions of this Declaration.

(c) **Distribution of Proceeds.** Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(1) **Expense of the Trust:** All expenses of the Insurance Trustee shall be first paid or provision made therefor, including reasonable compensation for services rendered by the Trustee.

(2) **Reconstruction and Repair:** The remaining proceeds of any insurance policy shall be utilized to pay the cost of reconstructing or repairing any damage. Any proceeds remaining after paying such costs shall be distributed to the beneficial owners, provided that, if a mortgagee endorsement has been issued with respect to a Unit, the shares of the Unit Owner will be paid to the Unit Owner and mortgagee jointly.

(3) **Certificate:** In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their respective shares of the distribution.

(d) **Association as Agent.** The Association is hereby irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien encumbering a Unit and for each Owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

(e) **Benefit of Mortgagees.** Certain provisions in this Section 14.02 are for the benefit of mortgagees of Condominium Parcels, and may be enforced by such mortgagee.

14.03 Reconstruction or Repair after Casualty.

(a) **Reconstruction or Repair Required.** In the event the Common Elements or the Units, are damaged by any casualty, whether such damage is insured against or not, the same shall be repaired or reconstructed, by the Association or the Unit Owner, as the case may be.

(b) **Plans and Specifications.** Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and by not less than 75% of the Voting Members, including the owners of all damaged Units, which approval shall not be unreasonably withheld.

(c) **Responsibility.** If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for the reconstruction and repair of any damage caused by casualty. In all other instances the responsibility of reconstruction and repair of damage caused by casualty shall be that of the Association.

(d) **Estimate of Costs.** Immediately after a determination to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(e) **Assessments.** If the proceeds of insurance are not sufficient to pay the estimated costs of

reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Unit Owners who own the damaged Units, and against all Unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs. The assessment against a Unit Owner for damage to Units shall be in the same proportion as the cost of reconstruction and repair of his Unit bears to the cost of reconstruction and repair to all damaged Units. Such assessments on account of damage to Common Elements shall be in proportion to the Unit Owner's share in the Common Elements. Any assessment made pursuant to this Section may be enforced in the manner provided in Section 11 hereof.

14.04 Construction Funds. The funds for payment of costs of reconstruction and repair of damage caused by casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

(a) **Association.** If the total of the assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association, is more than \$5,000, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid on account of such assessments and disburse the same in payment of the costs of reconstruction and repair.

(b) **Insurance Trustee.** The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) **Association - Minor Damage:** If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association, is less than \$5,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Association, provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(2) **Association - Major Damage.** If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association, is more than \$5,000, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an Architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) **Unit Owner.** The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the Insurance Trustee to the Unit Owner, or if there is a mortgagee endorsement as to such Unit, then to the Unit Owner and the mortgagee jointly, promptly upon completion of all required repairs and reconstruction.

(4) **Surplus.** The first moneys disbursed in payment of costs of reconstruction and repair shall be deemed to be the proceeds of insurance. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated, except that the part of a distribution to a Unit Owner which is in excess of assessments paid by such owner into the construction fund shall be payable jointly to the Unit Owner and the Unit Owner's mortgagee.

(5) **Certificate.** Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners on account of assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an Architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a Unit Owner; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance

policy the proceeds of which are included in the construction fund, so requires, the Insurance Trustee shall require as a condition precedent to any disbursement, a certificate of Architect named by the Association certifying that the work has progressed to the point indicated in the contractor's application for payment, that to the best of the architect's knowledge, information, and belief the quality of work is in accordance with the contract documents, and that the contractor is entitled to payment in the amount certified.

(6) **Institutional Mortgagee's Right to Advance Premium.** Should the Association fail to pay any insurance premiums when due or should the Association fail to comply with other insurance requirements of the Condominium Documents, any Institutional Mortgagee shall have the right, at its option, after ten (10) days written notice to the Association, obtain the insurance policies required hereby and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said mortgagee shall be subrogated to the Assessment and lien rights of the Association against the Unit Owners. Copies of all of such policies shall be promptly deposited with Insurance Trustee.

14.05 **Restoration Not Required.** In the event more than ninety percent (90%) in value of the Condominium Property is substantially damaged or destroyed by fire or other casualty and that extent of such damage is certified, in writing by the Association to each Unit Owner, then three-fourths ($\frac{3}{4}$) of the Voting Members may signify their desire to terminate the Condominium, within sixty (60) days after the casualty by filing in the Public Records a Notice of Election to Terminate, accompanied by the Certification of Extent of Damage by the Association and the Condominium shall terminate. Thereafter, the Unit Owners, will become tenants in common of the Condominium Property and the insurance proceeds, the share of each Unit Owner being the same as the respective share of the Common Elements appurtenant to his Unit. Any mortgage or other lien which encumbers a Condominium Parcel shall continue as a lien of equal dignity against the undivided interest of the Unit Owner in the Condominium Property and proceeds of insurance. If any Unit Owner requests a partition of the property, the Condominium Property shall be sold, and each Unit Owner, or each Unit Owner and his respective mortgagee, will be entitled to recover from the fund composed of insurance proceeds and sale proceeds, a share of such sums that shall be the same as the undivided share of such Unit Owner in the Common Elements. In the event the fund does not contain sufficient sums to fully compensate every Unit Owner, the sum payable to each Unit Owner will be proportionately reduced.

Before distribution to the Unit Owners of insurance or sale proceeds, all liens against a Condominium Parcel will be paid to the extent the proceeds allocated to said Parcel are sufficient to do so.

14.06 **Other Insurance.** The Association shall maintain Workmen's Compensation Insurance to meet the requirement of law and such other insurance as the Association shall determine from time to time to be desirable.

14.07 **Unit Owners Insurance.** Each individual Unit Owner may purchase, at his own expense, liability insurance to cover accidents occurring within his Unit and insurance on his own personal property. Additionally, Unit Owners may purchase casualty insurance covering personal property within and any improvements to their Units, provided such insurance does not contain a co-insurance provision or any other provision that in any way affects the Master Policy maintained by the Association on the Condominium Property. If a Unit Owner desires casualty insurance covering personal property within his Unit and any improvements thereto, but is unable to obtain casualty insurance which satisfies the foregoing provision, the Association shall obtain additional coverage for such Unit Owner under the Master Policy. Any additional premium incurred by the Association on account of such additional coverage shall be assessed to the Unit Owner for whom such additional insurance was purchased. In the event of a casualty covered by such additional insurance, the proceeds of any insurance purchased by a Unit Owner, or by the Association on behalf of a particular Unit Owner as aforesaid, covering such Unit Owner's personal property and improvements within his Unit, shall be the sole property of such Unit Owner, and his mortgagee, as their interests may appear.

14.08 **Waiver of Subrogation.** If available without additional cost, and where applicable, the Association and each Unit Owner shall endeavor to obtain policies which provide that the insurer waives the right of subrogation as to any claim against Unit Owners, the Association, their respective servants, agents, and guests, and the Management Company.

SECTION 15. CONVEYANCE, SALE, RENTAL, LEASE AND TRANSFER.

In order to insure a community of congenial residents and thus protect the value of each Condominium Parcel, the sale, leasing, rental and transfer of Condominium Parcels by any Unit Owner other than Developer shall be subject to the following provisions:

15.01 **Right of First Refusal.** In the event the Owner of any Condominium Parcel wishes to sell the same (and as a condition precedent to each and every such sale) and shall have received a bona fide offer to purchase same, such Owner ("Seller") shall notify the Association in writing that the Condominium Parcel is for sale and shall supply the Association with an executed copy of such offer and the terms thereof, including the name of the prospective purchaser and such other information as the Association, in the reasonable exercise of its discretion, may request. The Association shall have the option for fifteen (15) days following receipt of such offer to purchase the Parcel on the terms and conditions set forth in the offer, which option shall be exercised if at all by notice in writing given to the Seller within said fifteen-day period. The Association shall have the right to assign the option herein granted to any Unit Owner or to any purchaser approved by the Association. If the Association or its assignee does not exercise the option herein granted, the Seller shall have the right for a period of sixty (60) days after the receipt by the Association of the original offer within which to complete the transaction described in the offer to the purchaser named therein. If for any reason such transaction is not concluded and notice of such fact given to the Association within said sixty-day period, the offer shall be deemed to have been abandoned and the provisions of this Section shall be reimposed on the Parcel in question.

For the purposes of this section, the term "bona fide offer" shall mean an offer made by a prospective purchaser, in good faith, to purchase the Condominium Parcel.

15.02 **Application.** The right of first refusal provided for in Section 15.01 shall not apply to transfers made by the Developer, or any affiliate or subsidiary of the Developer, or to transfers made solely for the purpose of securing the performance of an obligation, transfers involving a foreclosure sale or other judicial sale or any transfer to a mortgagee in lieu of foreclosure, any transfer by a mortgagee following foreclosure or any proceeding or arrangement in lieu thereof, the transfer of one joint tenant's interest to another, by operation of law or otherwise, or transfers by will, by intestate distribution, or by gift to direct descendants or ascendants of the transferor.

15.03 **Certificate of Termination.** The Association shall upon request at any time furnish to any member, or other party legitimately interested in the same, a certificate in writing executed by an officer of the Association in recordable form stating that the requirements of Section 15.01 have been complied with, or duly waived by the Association, and that the rights of the Association thereunder have terminated. Such certificate shall be conclusive evidence of compliance with the requirements of Section 15.01, for all persons who rely thereon in good faith.

15.04 **Rental or Lease.** A Condominium Parcel shall not be leased or rented without the prior approval of the Association, and the terms and conditions of said lease are subject to the approval of the Association. The Association shall have the right to require that a substantially uniform form of lease be used. In the event the Association approves a rental or lease, such approval of a lease or rental shall not release the member from any obligation under this Declaration.

15.05 **Occupants.** The Association shall have the right to prohibit occupancy of any Unit by any person other than a Unit Owner, or a purchaser or lessee who has acquired his interest after compliance with Section 15.01 or 15.04 as the case may be.

15.06 **Voidability.** Any purported sale or lease of a Unit where the Unit Owner has failed to comply with the provisions of this Section, shall be voidable at the election of the Association, provided, however, that such voidability shall exist for a period no longer than ninety (90) days from the consummation of such transaction, such consummation to be evidenced by occupancy of the Unit or by furnishing the Association with a true copy of the recorded deed of conveyance thereto unless the Association commences an action within such ninety (90) day period to have the same declared void.

15.07 **Exception.** Any Institutional First Mortgagee making a mortgage loan for the purpose of financing the purchase of a Unit shall not be required to inquire whether or not its mortgagor's grantor complied with the provisions of this Section, and any failure of such mortgagor's grantor to so comply will not operate to affect the validity or priority of such mortgage.

SECTION 16. OBLIGATION OF UNIT OWNERS.

16.01 In addition to the other obligations and duties heretofore set out in this Declaration, no Unit Owner shall:

(a) Use or permit the use of his Unit for any purpose other than as a single family residence or fail to maintain his Unit in a clean and sanitary manner;

(b) Permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit or the Common Elements, or which will obstruct or interfere with the rights of other Members, or commit, permit or suffer any nuisance or illegal act in his Unit or on the Common Elements;

(c) Fail to conform to and abide by the By-Laws and non-discriminatory rules and regulations in regard to the use of the Condominium Property which may be adopted in writing from time to time by the Association, and to see that all persons using Unit Owner's property by, through or under him do likewise;

(d) Park vehicles other than passenger automobiles or passenger station wagons in any parking space. No signs or markings of a commercial nature shall appear on such vehicles unless approved by the Association;

(e) Allow or permit to be displayed laundry or clothing on the porch or balcony of his Unit, or anywhere within said Unit in such a manner as to be visible from the outside of said Unit;

(f) Make any adjustments whatsoever to any of the equipment located on the Common Elements or Limited Common Elements without first obtaining the permission of the Association;

(g) Attempt to exempt himself from liability for his contribution toward the Common Expenses by waiver of the use and enjoyment of any of the Common Elements, or by the abandonment of his Condominium Unit;

16.02 **Children.** No children under Fifteen (15) years of age shall be permitted as permanent occupants of any of the Units without the written consent of the Association, except that children under such age may be permitted to visit and temporarily reside in the Units. Such temporary residence shall not exceed ninety (90) days in any consecutive twelve month period. Children will not be permitted to play in the Common Elements or Limited Common Elements at any time. Each Unit Owner shall be responsible for any damage caused by children occupying a Unit or visiting such Owner.

16.03 **Pets.** Small pets may be kept or maintained by Unit Owners in their Units, upon such terms and conditions as the Association may establish from time to time, provided such pet does not create a nuisance. Whether or not a pet creates a nuisance shall be determined in the sole judgment of the Association. No exotic pets or "domesticated" wild animals will be permitted on the Condominium Property.

SECTION 17. MAINTENANCE AGREEMENT.

17.01 Simultaneously with the execution of the Declaration and the adoption of the By-Laws, the Association by and through its original Board of Directors and Officers has entered into an agreement with the Management Company entitled "Maintenance Agreement", attached hereto as Exhibit "D". Amendment or revision of such Maintenance Agreement shall not require the procedures for an amendment or change to the Declaration or to the By-Laws and may be accomplished by agreement in writing, between the Association, with the approval of its Board of Directors, and the Manager executed with the formality required of a deed and duly filed among the Public Records of Duval County, Florida.

17.02 Each Unit Owner, his heirs, successors and assigns, shall be bound by said Maintenance Agreement to the same extent and effect as if he had executed said Maintenance Agreement for the purposes herein expressed, including, but not limited to:

(a) adopting, ratifying, confirming and consenting to the execution of said Maintenance Agreement by the Association;

(b) covenanting and promising to perform pro tanto each and every of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefor in said Maintenance Agreement;

(c) ratifying, confirming and approving each and every provision of said Maintenance Agreement and acknowledging that all of the terms and provisions thereof are reasonable ; and

(d) agreeing that the persons acting as Directors and Officers of the Association entering into such agreement have not breached any of their duties or obligations to the Association.

17.03 It is specifically recognized that some or all of the persons comprising the original Board of Directors and the Officers of the Association are owners of some or all of the stock of the Management Company and that such circumstances shall not be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate the Maintenance Agreement in whole or in part. Each and every provision of the Maintenance Agreement and the act of the Board of Directors and Officers of the Association entering into such agreement is hereby ratified, confirmed, approved and adopted.

SECTION 18. RESERVE FUND.

18.01 The Developer does hereby establish and create for the benefit of the Association a reserve account (hereafter the "Fund"). The purpose of the Fund shall be to accumulate sums in a separate account for working capital of the Association and for the replacement, acquisition, and repair of capital improvements which are, or will be, a part of the Common Elements or Limited Common Elements. The initial assessment per month shall be \$4.00 for each Condominium Parcel which assessment may be changed from time to time by the Association. The Association shall determine those capital improvements to be replaced, acquired or repaired with the deposits in the Fund. The proportionate interest of any owner in any reserve for replacements shall be considered an appurtenance of his Condominium Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Condominium Unit to which it appertains and shall be deemed to be transferred with such Condominium Unit.

18.02 The assessment provided for in this Section may be enforced in the same manner as provided in Section 11 for the enforcement of assessments.

SECTION 19. NOTICES.

19.01 Unit Owners. Whenever notices are required to be sent hereunder to Unit Owners, such notices may be delivered either personally or by mail, addressed to such Unit Owner's Unit address, unless the Unit Owner has, by written notice duly receipted for, specified a different address. Proof of such mailing or personal delivery by the Association or Management Company shall be given by the affidavit of the person mailing or personally delivering said notices.

19.02 Association. Notices to the Association shall be delivered by mail to the Secretary of the Association at the Secretary's Unit, or in the event of the Secretary's absence, then to the President of the Association at his Unit, and, in his absence, any member of the Board of Directors of the Association.

19.03 Developer. Notices to the Developer shall be delivered by registered or certified mail at:

1560 Lancaster Terrace
Jacksonville, Florida

19.04 Management Company. Notices to the Management Company shall be delivered by registered or certified mail at:

The address shown on the
Maintenance Agreement.

19.05 All notices shall be deemed and considered to have been given when deposited in the United States Mail, postage prepaid, addressed as aforesaid. Any party may change his or its mailing address by written notice duly receipted for. Notices required to be given the personal representatives of a deceased Owner or Devisee, when there is no personal representative, may be delivered either personally or by mail, to such party at his or its address appearing in the records of the Court wherein the estate of such deceased Owner is being administered.

SECTION 20. ESCROW ACCOUNT.

20.01 The Association shall have the right to establish and maintain in a national or state bank or a Federal savings and loan association, interest bearing accounts for such purposes as it may see fit to establish from time to time.

SECTION 21. MISCELLANEOUS PROVISIONS.

21.01 Provisions of Declaration - Binding Effect. All provisions of the Condominium Documents are intended to be and shall be construed as covenants running with the land and of every part thereof and therein, including, but not limited to, every Unit and the appurtenants thereto, and every Unit Owner and claimant of the Property, or any part thereof, or of any interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of the Condominium Documents.

21.02 Combining Units. The Association may from time to time authorize the removal or addition of a wall or portion of a wall between Condominium Units in order that said Units might be used together as one integral Unit, or in order to add to or subtract from space in any Unit provided that no such alteration shall be made without the consent of all Unit Owners on the floor on which such alteration is made. If the joinder of two or more Units into a single Unit is permitted, or if a change in the boundary between Units is permitted, all Assessments, and the share of the Common Elements shall be reapportioned as provided in Exhibit "C" for the Units so altered.

21.03 Attorneys' Fees. In addition to the remedies provided in Section 711.23, Florida Statutes, should the Association or the Management Company, on behalf of the Association, or on its own behalf, find it necessary to employ an attorney at law to enforce any obligation of a Unit Owner under the Condominium Documents, the offending Unit Owner shall reimburse the Management Company or the Association, or both of them as the case may be, for reasonable attorneys' fees incurred by it in connection with such default.

21.04 Agreements for Recreational Facilities. Subsequent to the filing of this Declaration of Condominium, the Association may, either alone or in concert with other Condominium Associations, purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation and other use or benefit of the Unit Owners. No such purchase or agreement shall be valid, however, unless approved by the owners of a majority of the Units which are not owned by Developer, and by the holders of a majority of the indebtedness secured by mortgages held by Institutional Mortgagees. The expense of ownership, rental, membership fees, operations, replacements, and other undertakings in connection therewith shall be Common Expenses, together with all other expenses and costs herein or by law defined as Common Expenses.

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

21.06 Captions. The captions used in the Condominium Documents are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text the Condominium Documents.

21.07 Institutional First Mortgages. Where an Institutional First Mortgage, by some circumstance, fails to be a first mortgage but it is evident that it is intended to be a first mortgage, it shall nevertheless, for the purpose of the Condominium Documents be deemed to be an Institutional First Mortgage.

21.08 Severability of Provisions. If any term, covenant, provision, phrase or other element of the Condominium Documents is held invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to effect, alter, modify or impair in any manner whatsoever any other term, provision, covenant or element of said Documents or of the Condominium Act.

21.09 Warranties. The Developer specifically disclaims any intent to have made any warranty or representation in connection with the Property or the Condominium Documents except as specifically set forth therein, and no person shall have the right to rely upon any warranty or representation not so specifically made therein. Any estimates of Common Expenses, taxes or other charges are made in good faith and Developer believes the same to be accurate, but no warranty or guaranty as to their accuracy is made or intended, nor may one be relied upon except where the same is specifically warranted or guaranteed. The Developer has constructed or will construct the buildings and improvements substantially in accordance with the plans and specifications in Exhibit "B" and those on file with the Architect named in the Architect's Affidavit, attached hereto as Exhibit "A", and it

is hereby agreed that this is the full extent of the Developer's liability and responsibility.

The Developer shall not be responsible for conditions resulting from condensation or an expansion or contraction of materials, paint over walls, either interior or exterior; loss or injury caused in any way by the elements; the water tightness of windows and doors; defects which are the result of characteristics common to the materials used; and damage due to ordinary wear and tear or abusive use; collection of water within the buildings or on other portion of the Condominium Property, nor anything of any type or nature except such items as are specifically delineated and agreed to in writing between the Developer and the individual Unit Owner, and it is understood and agreed that the Developer shall have no responsibility whatsoever as to the matters provided in this Section 21.09 to the Association. Guaranties or warranties given by Developer's contractor, and by any sub-contractors, and warranties obtained from the manufacturers of appliances and equipment as specified by said manufacturers, contractors and sub-contractors, will be assigned by Developer to the Association and may be enforced by either the Association or the Unit Owner. THE FOREGOING WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW OR OTHERWISE, AND NO WARRANTY OF MERCHANTABILITY OR FITNESS OF ANY FIXTURES, EQUIPMENT, APPLIANCES, PERSONAL PROPERTY, AND REAL PROPERTY AND IMPROVEMENTS THEREON IS MADE BY DEVELOPER.

21.10 Acceptance by Association. The Association, by its execution of this Declaration of Condominium approves the foregoing and all of the covenants, terms and conditions, duties and obligations of this Declaration and Exhibits attached hereto. The Unit Owners, by virtue of their acceptance of the Deed of Conveyance as to their Condominium Parcel, and other parties, by virtue of their occupancy of Units, hereby approve the foregoing and all of the terms and conditions, duties and obligations set forth in the Condominium Documents.

21.11 Partition. No Unit Owner shall bring, or have any right to bring, any action for partition or division of the Condominium Property, except as provided in Section 14.05.

21.12 Storage Space. The Association shall be the owner of the Storage Space shown in the plans, which space shall be used for storage of property owned by the Association. The mortgage payments, insurance premiums, property taxes, and all other expenses relating to said Storage Space will be a Common Expense. Use of the Storage Space shall be made available to members of the Association in the order of priority of requests therefor when such space is not required by the Association. The Association shall not have any liability whatsoever for the protection of any property stored in the Storage Space.

21.13 Fees for Garage Units. The Association shall have the right to establish from time to time reasonable fees for the maintenance of the Garage Units. In no event shall such fee for a Garage Unit exceed a sum equal to five (5) per cent of the highest assessment charged to any Unit Owner for Common Expense. The initial fee charged for each Garage Unit shall be \$3.00 per month.

In witness whereof Developer has executed this Declaration of Condominium Ownership this _____ day of _____, 1974.

Signed, Sealed and Delivered
in the Presence of:

BROADVIEW TERRACE, INC.

Jane A. Keene

By _____ G. W. Whitmire
President

F. A. Simmons

Attest _____ J. Ford Laumer
Secretary

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF DUVAL

I HEREBY CERTIFY that on this day before me, an officer duly acknowledged in the State and County aforesaid to take acknowledgments, personally appeared G. W. Whitmire and J. Ford Laumer, to me well known to be the persons described in and who executed the foregoing Declaration of Condominium Ownership as President and Secretary, respectively, of BROADVIEW TERRACE, INC. and severally acknowledged to and before me that they executed the same as the act and deed of said corporation.

WITNESS my hand and official seal in said County and State this 1st day of April, 1974.

Lynda R. Aycock

Notary Public, State of Florida at Large
My Commission expires: 12-17-76

For good and valuable consideration, the receipt whereof is hereby acknowledged, BROADVIEW TOWERS CONDOMINIUM, INC., a Florida membership corporation, not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of the Declaration.

IN WITNESS WHEREOF, BROADVIEW TOWERS CONDOMINIUM, INC. has caused these presents to be signed in its name by the President and its corporate seal affixed, attested to by its Secretary, the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

BROADVIEW TOWERS CONDOMINIUM, INC.

Jane A. Keene

By: W. A. McRae, Jr.
President

F. A. Simmons

Attest: Jack L. Scott
Secretary

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF DUVAL

I HEREBY CERTIFY that on this 1st day of April, 1974, before me personally appeared W. A. McRae, Jr. and Jack L. Scott, President and Secretary, respectively, of BROADVIEW TOWERS CONDOMINIUM, INC., a Florida membership corporation, not for profit, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned; that they affixed thereto the official seal of said corporation and said instrument is the act and deed of said corporation.

WITNESS my official hand and seal at Jacksonville, in the State and County aforesaid, the day and year above written.

Jane A. Keene

Notary Public State of Florida at Large.

My Commission expires: September 11, 1976

AFFIDAVIT

STATE OF FLORIDA

COUNTY OF DUVAL

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared HOWARD H. HUMBURG, Architect, who, after being duly sworn as required by law, deposes and says:

1. That the survey, plot plan, building plans and graphic description of BROADVIEW TOWERS CONDOMINIUM, which are attached to and made a part of the Declaration of Condominium Ownership as Exhibits A and B, together with said Declaration of Condominium Ownership are a correct representation of the improvements therein described, and there can be determined therefrom the identification, location, dimensions and size of the Common Elements and of each Unit.

2. That this Affidavit is given for compliance with Section 711.08 (1) (e), Florida Statutes, as amended, and is and shall be made a part of the aforesaid Declaration of Condominium Ownership of BROADVIEW TOWERS CONDOMINIUM.

FURTHER your Affiant saith not.

Howard H. Humburg

Florida Architect's Registration No. 5855

(Architect's Seal)

Sworn to and subscribed before me
this 21st day of March, 1974.

Martha A. Athnos

Notary Public, State of Florida at Large

My Commission expires: October 26, 1975

THE PROPERTY

EXHIBIT A

The Westerly four (4) feet of Lot 7, Lot 8 and Lot 24, Fredrick Phillip's Replat of Block 6, Riverside, as recorded in Plat Book 3, page 21, of the public records of Duval County, Florida.

ACQUITTANCE

1111 1111 1111

FOR THE purpose of the above described property, the undersigned, the said Fredrick Phillip, do hereby certify that the same is the property of the said Fredrick Phillip, and that the same is being sold to the undersigned, the said Fredrick Phillip, for the purpose of the above described property.

FOR THE purpose of the above described property, the undersigned, the said Fredrick Phillip, do hereby certify that the same is the property of the said Fredrick Phillip, and that the same is being sold to the undersigned, the said Fredrick Phillip, for the purpose of the above described property.

FOR THE purpose of the above described property, the undersigned, the said Fredrick Phillip, do hereby certify that the same is the property of the said Fredrick Phillip, and that the same is being sold to the undersigned, the said Fredrick Phillip, for the purpose of the above described property.

FOR THE purpose of the above described property, the undersigned, the said Fredrick Phillip, do hereby certify that the same is the property of the said Fredrick Phillip, and that the same is being sold to the undersigned, the said Fredrick Phillip, for the purpose of the above described property.

1111 1111 1111

1111 1111 1111

1111 1111 1111

1111 1111 1111

EXHIBIT A

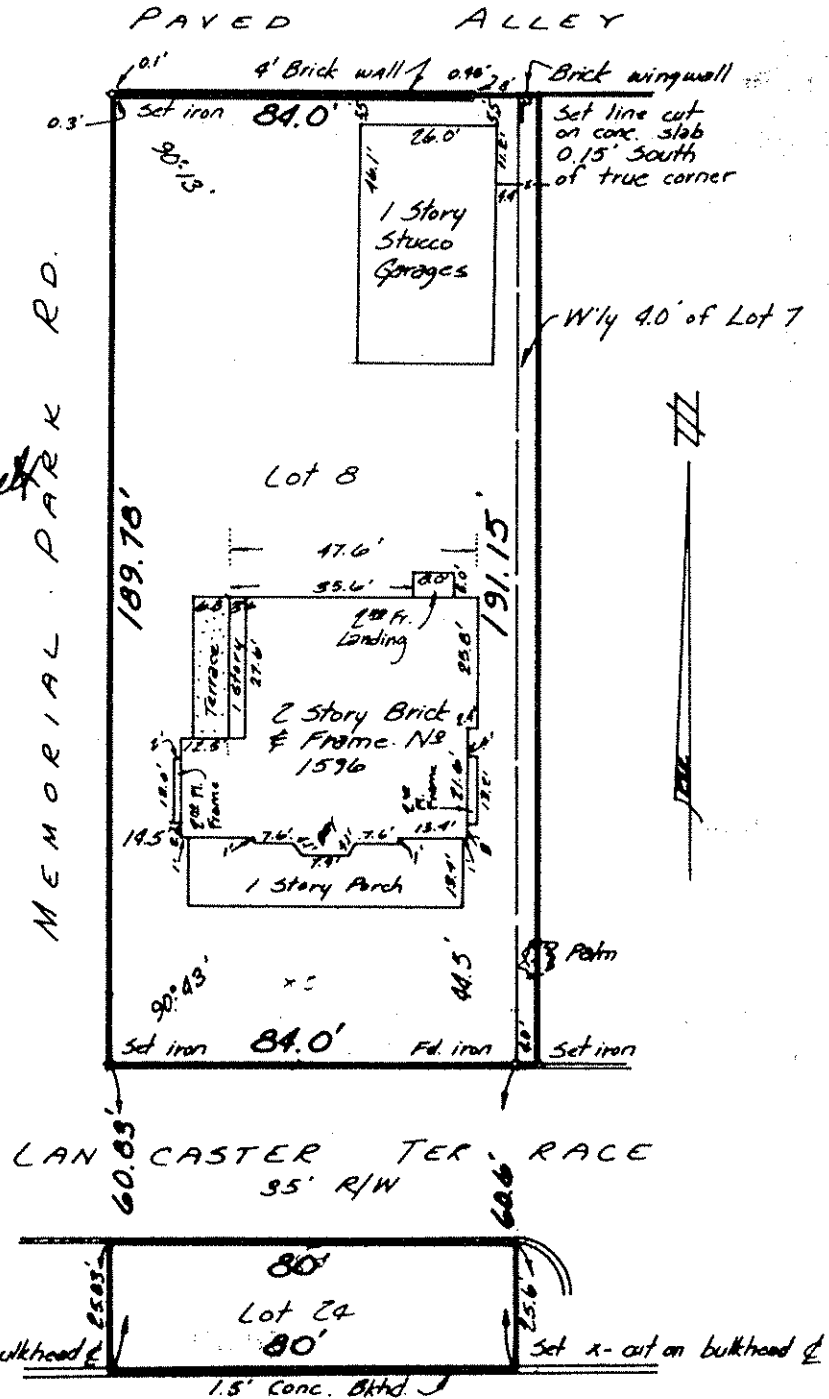
SURVEY OF
Westerly 4.0' of Lot 7, Lot 8 and Lot
24, Fredrick Phillip's Replat of
Block 6, Riverside, as recorded in
Plat Book 3, Pg. 21, Duval County,
Florida.

Ellis, Curtis & Kooker
 Land Surveyors & Planners
 211 Guaranty Life Bldg.
 Jacksonville, Florida.

For: PRESTON H. HASSELL CO.
 Date: OCTOBER 16, 1972
 Scale: 1" = 30'



Harlo G. Everett



UNIT NUMBERS

Each Unit is identified by a number and a letter. The number indicates the floor level on which the Unit is located, and the letter indicates the Unit's location.

Building Address: 1596 Lancaster Terrace

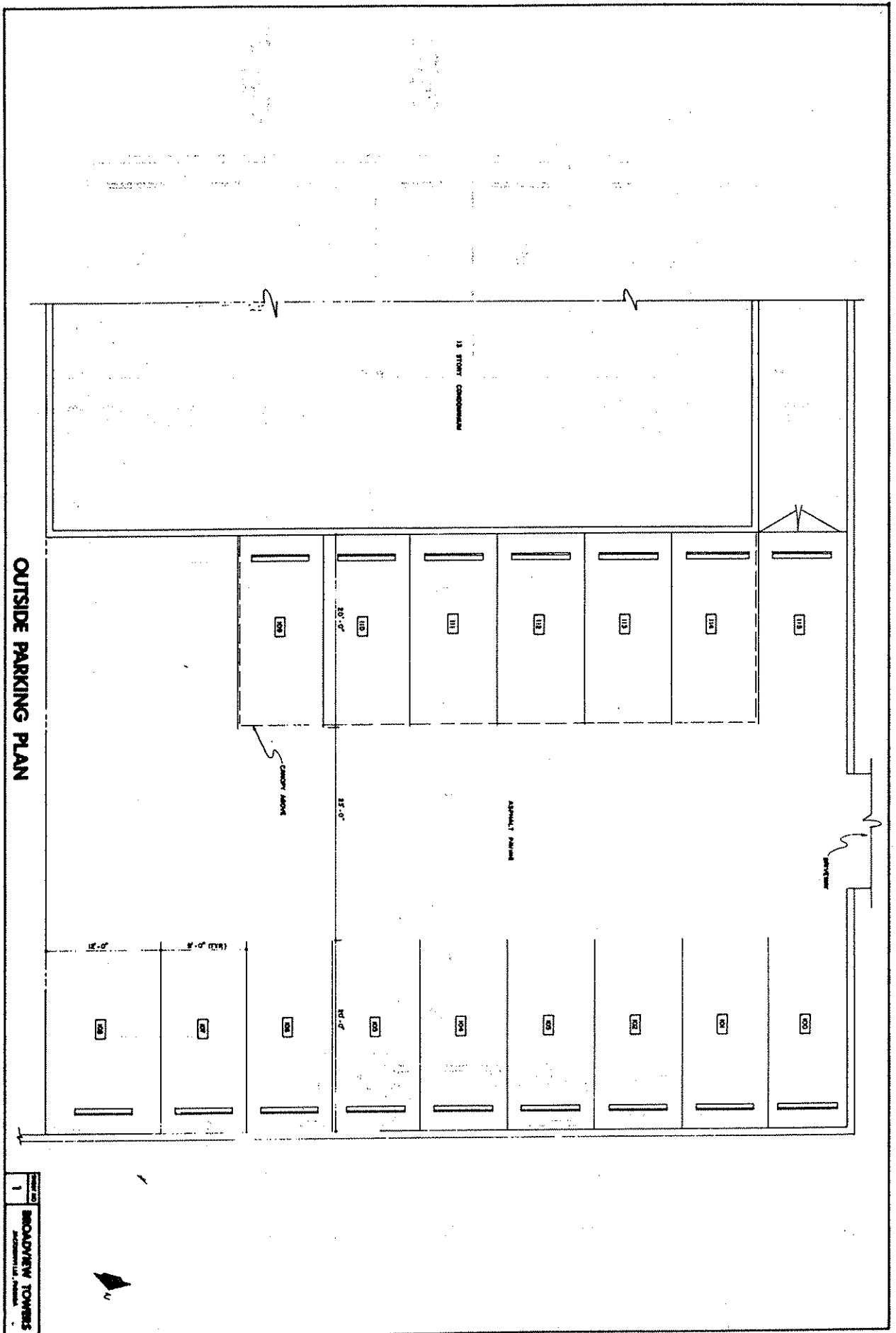
LOCATION

UNIT NUMBER

Second Floor West	1A
Second Floor South	1B
Second Floor North	1C
Third Floor West	2A
Third Floor East	2B
Fourth Floor West	3A
Fourth Floor East	3B
Fifth Floor West	4A
Fifth Floor East	4B
Sixth Floor West	5A
Sixth Floor East	5B
Seventh Floor West	6A
Seventh Floor East	6B
Eighth Floor West	7A
Eighth Floor East	7B
Ninth Floor West	8A
Ninth Floor East	8B
Tenth Floor West	9A
Tenth Floor East	9B
Eleventh Floor West	10A
Eleventh Floor East	10B
Twelfth Floor West	11A
Twelfth Floor East	11B
Thirteenth Floor West	12A
Thirteenth Floor East	12B

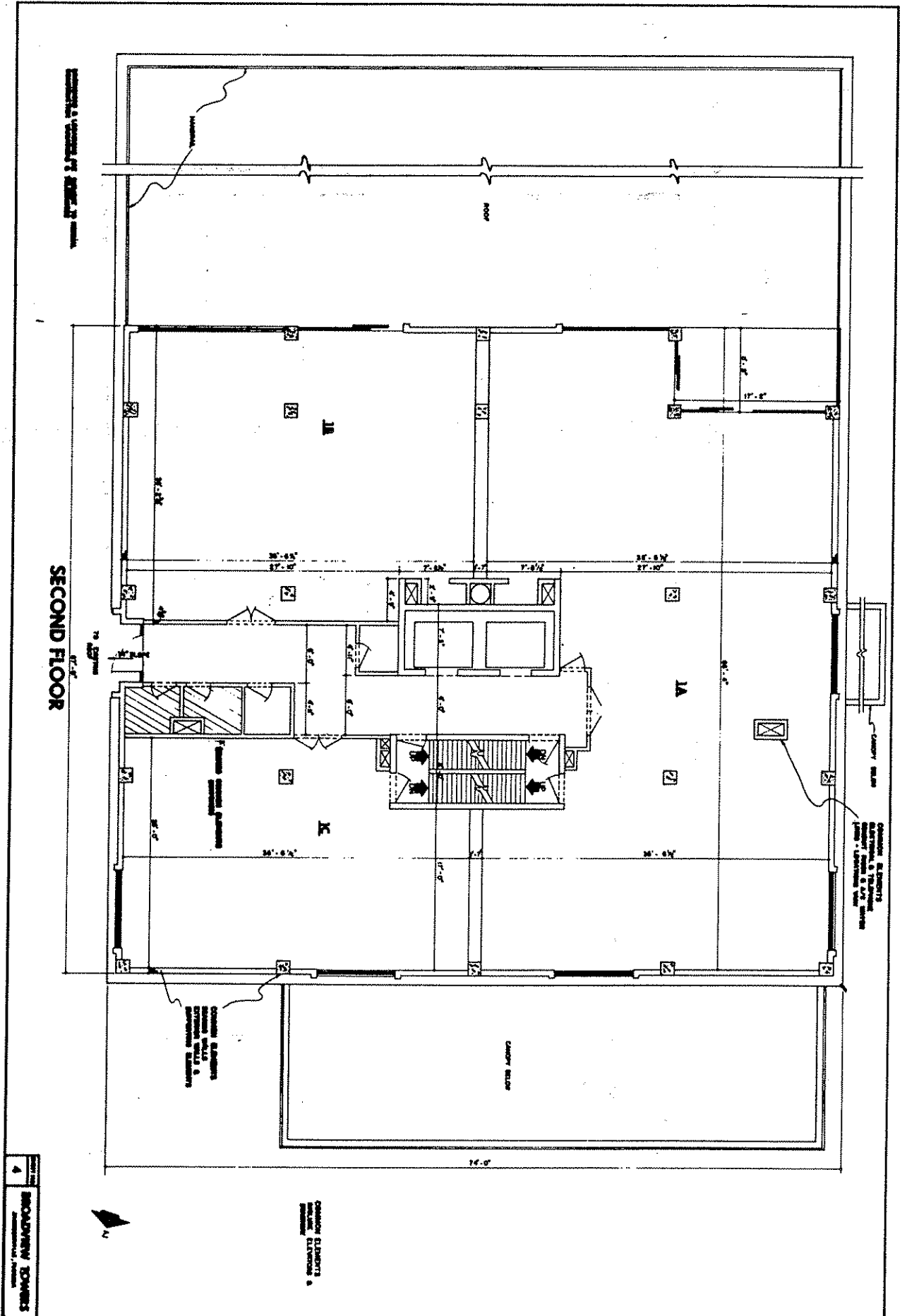
UNIT TYPES

<u>UNIT NUMBER</u>	<u>FLOOR</u>	<u>UNIT TYPE</u>
1A	Second	3 bedroom, A
1B	Second	1 bedroom
1C	Second	1 bedroom
2A	Third	4 bedroom, A
2B	Third	2 bedroom, B
3A	Fourth	2 bedroom
3B	Fourth	4 bedroom
4A	Fifth	3 bedroom, A
4B	Fifth	3 bedroom, B
5A	Sixth	3 bedroom, A
5B	Sixth	3 bedroom, B
6A	Seventh	3 bedroom, A
6B	Seventh	3 bedroom, B
7A	Eighth	3 bedroom, A
7B	Eighth	3 bedroom, B
8A	Ninth	3 bedroom, A
8B	Ninth	3 bedroom, B
9A	Tenth	3 bedroom, A
9B	Tenth	3 bedroom, B
10A	Eleventh	2 bedroom
10B	Eleventh	4 bedroom
11A	Twelfth	3 bedroom, A
11B	Twelfth	3 bedroom, B
12A	Thirteenth	Entire Floor



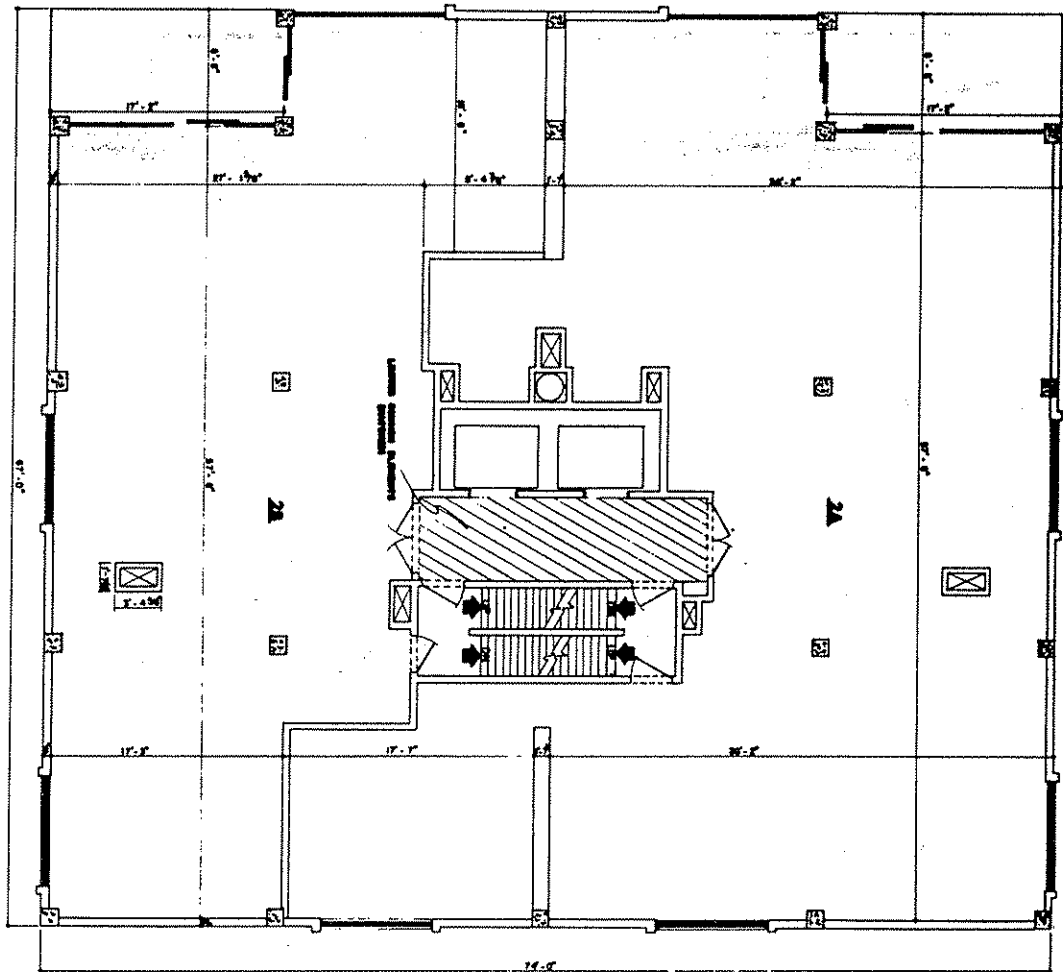






GENERAL VIEW OF FLOOR PLAN

THIRD FLOOR



COMMON ELEMENTS
ELEVATOR SHAFT
AND STAIRS

COMMON ELEMENTS
ELEVATOR SHAFT
AND STAIRS

COMMON ELEMENTS
ELEVATOR SHAFT
AND STAIRS



[illegible]

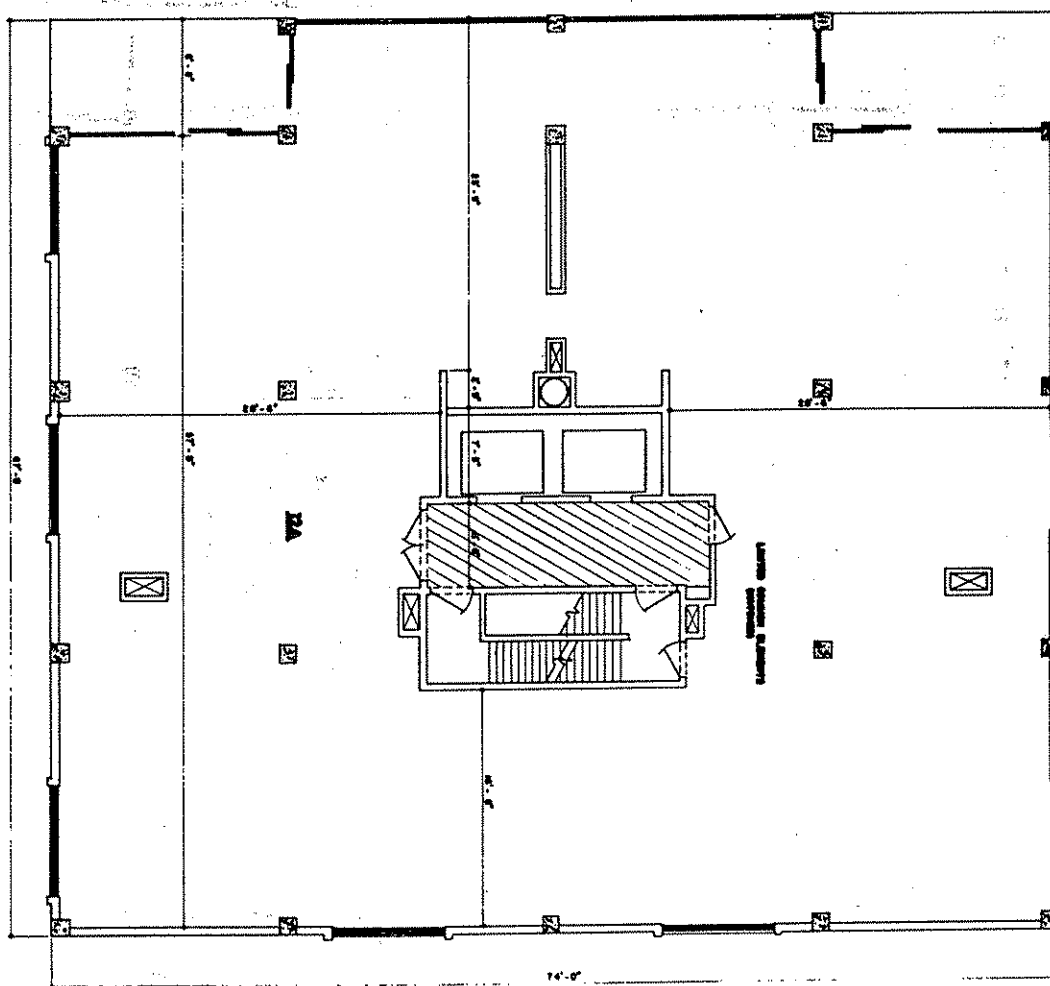
COMMON ELEMENTS
WOULD ELIMINATE A
STRATEGY

APTS. 4A, 5A, 6A, 7A, 8A, 9A & 11A

APTS. 48, 58, 65, 78, 88, 98 & 115

FIFTH, SIXTH, SEVENTH, EIGHTH, NINTH, TENTH, & TWELFTH FLOORS

CHRYSLER CREDIT
SALES, LEASES & FINANCING
 CHRYSLER CREDIT CORP.
 1000 • LOHASSEY DRIVE



1. **GENERAL SECURITY**
 2. **GENERAL POLICE**
 3. **GENERAL POLICE**

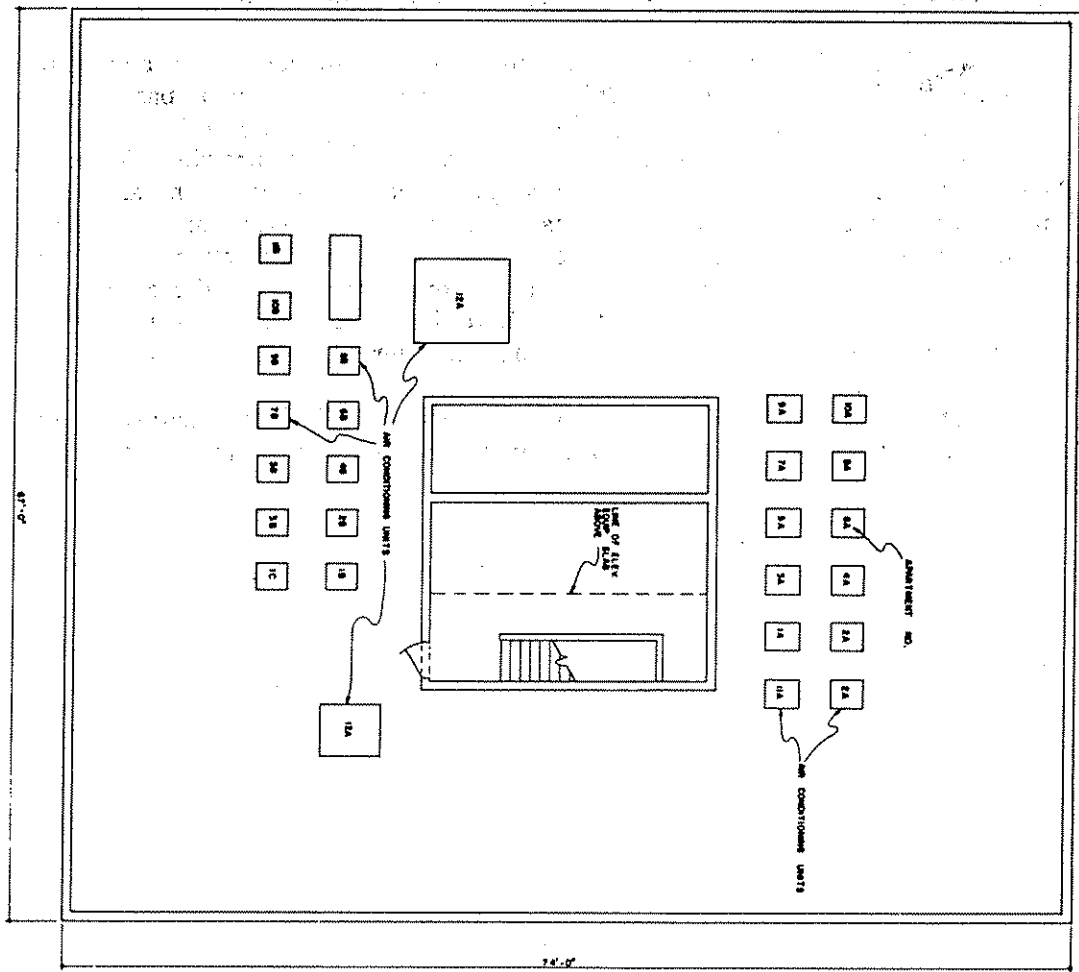
COMMON ELEMENTS
INCLUDE 24.6 VOLTAGE &
STRAIGHT

RECEIVED: JANUARY 1977

THIRTEENTH FLOOR

PROGRESSIVE TOWERS
INCORPORATED
2000 W. 10TH AVE., SUITE 100
DENVER, CO 80202

ROOF PLAN



9
BROADVIEW TOWERS
APARTMENT 118, 119, 120



OWNERSHIP OF COMMON ELEMENTS

(1) Each 1 bedroom Unit shall have as an appurtenance thereto an undivided 2-1/12% interest in the Common Elements. Units 1B and 1C are presently 1 bedroom Units.

(2) Each 2 bedroom Unit shall have as an appurtenance thereto an undivided 3-5/9% interest in the Common Elements. Units 2B, 3A and 10A are presently 2 bedroom Units.

(3) Each 3 bedroom Unit shall have as an appurtenance thereto an undivided 4-1/6% interest in the Common Elements. Units 1A, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A, 9B, 11A and 11B are presently 3 bedroom Units.

(4) Each 4 bedroom Unit shall have as an appurtenance thereto an undivided 4-7/9% interest in the Common Elements. Units 2A, 3B and 10B are presently 4 bedroom Units.

(5) Each Unit encompassing an entire floor shall have as an appurtenance thereto an undivided 8-1/3% interest in the Common Elements. Unit 12A is presently a Unit encompassing an entire floor.

In the event boundaries between Units are altered, as provided in Section 5 or Section 21.02 of the Declaration, the share of Common Elements appurtenant to each of the altered Units shall be increased or reduced in the same proportion as the gross square foot increase or reduction bears to the total gross square feet in the altered Units; provided, however, if boundaries between Units are altered by the addition and deletion of a bedroom, then the share of Common Elements appurtenant to each of the altered Units shall be the share of Common Elements appurtenant to each of the altered Units had such Unit originally been constructed with such addition or deletion, as provided in paragraphs 1 through 5 hereof.

The term "bedroom" as used herein refers to the Unit type and size, and a Unit Owner's usage of a particular room as a bedroom or for any other purpose shall in no way affect such Unit's type or its share of Common Elements.

EXHIBIT "C"

**BROADVIEW TOWERS CONDOMINIUM
MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 197__, by and between BROADVIEW MANAGEMENT CORPORATION, a Florida corporation (hereinafter referred to as "Management Company"), and BROADVIEW TOWERS CONDOMINIUM, INC., a Florida corporation Not for Profit (hereinafter referred to as "Association");

WITNESSETH:

WHEREAS, the parties hereto desire to enter into an agreement for the performance of maintenance services as hereinafter described on the property subjected to condominium ownership by the Declaration of Condominium Ownership of Broadview Towers Condominium, hereinafter referred to as the "Declaration", which has been or will be recorded in the public records of Duval County, Florida;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

SECTION 1. EMPLOYMENT OF MANAGEMENT COMPANY.

The Association appoints the Management Company as manager of Broadview Towers Condominium and delegates to the Management Company those duties, powers and rights set forth in this agreement. The Management Company accepts the appointment as manager under the terms and conditions of this agreement.

SECTION 2. DEFINITIONS.

All words used herein shall have the same meanings attributed to them in the Declaration.

SECTION 3. TERM.

The term of this agreement shall commence on the date of filing the Declaration and shall terminate on June 1, 1975.

SECTION 4. DUTIES AND RIGHTS

The Management Company shall have the rights, powers, duties and obligations of the Association set forth in Sections 11, 13, 14, 15, 16, 20 and 21 of the Declaration, including, but not limited to:

(a) Procuring and maintaining in companies selected by the Management Company (i) the insurance coverage required by the Declaration and (ii) such other insurance as the Association may direct the Management Company to obtain for the Association from time to time. Provided that, the Association shall pay to Management Company any premiums for insurance purchased pursuant to this subdivision (ii).

(b) Maintaining and servicing the master television antenna including the leads and wires connecting the same to the Condominium Units. The Management Company shall not be responsible for the maintenance and servicing of any Unit Owner's television set.

(c) Paying sewer and water charges of each Unit and the Common Elements to the entity furnishing such services.

(d) Cutting, watering, seeding and fertilizing the grass, and trimming, watering and fertilizing the shrubbery in landscaped areas. Management Company shall not be required to replace any part of the lawn or shrubbery, or be responsible for any damage caused to any part of the lawn or shrubbery by the elements or by an act of God, except to the extent that the Association provides funds to pay the cost of such work.

(e) Keeping the parking areas, roadways, sidewalks, garages, hallways, elevators, foyers and observation deck on the Condominium Property neat and presentable at all times.

(f) Servicing and maintaining lighting for the exterior of the condominium building including the lighting of the garage, elevators, hallways and other portions of the Common Elements and Limited Common Elements.

(g) Maintaining the exterior of the condominium building and all Common Elements and Limited Common Elements. The Management Company shall have the right to determine all exterior color schemes and shall have the duty to furnish the necessary repairs to preserve the exterior appearance of the building. All walls inside porch areas which have been enclosed by the Unit Owner are considered interior walls rather than exterior walls. The Management Company shall not be responsible for the washing of windows or replacement of same and shall not be responsible for the maintenance of any screens.

(h) Providing garbage and trash collections at reasonable intervals for all Unit Owners and for Common Elements.

(i) Maintaining, servicing, and repairing the water and sewer lines and appurtenances thereto located on the Condominium Property and lying outside any individual unit.

(j) Purchasing on behalf of the Association all equipment, tools, materials, and supplies necessary for maintenance of the Condominium Property.

(k) Establishing escrow accounts for insurance, taxes and such other purposes as it may from time to time determine to be necessary.

(l) Hiring, discharging and compensating in its own name all personnel necessary for the efficient discharge of its duties hereunder, including part-time employees and employees whose time is shared with others.

(m) Servicing and maintaining all elevators and all mechanical equipment initially installed on the Condominium Property and any renewals and replacements thereof.

(n) Levying and collecting Assessments from the Unit Owners for payment of Common Expenses. The Management Company may levy a late charge of Twenty-Five Dollars (\$25.00) against any Unit Owner whose Assessment is unpaid for over ten (10) days and recover reasonable attorneys' fees incurred incident to the collection of such Assessment, together with interest thereon at the rate of ten percent (10%) per annum. The Management Company may assign its claim and lien rights, or either of them, for the recovery of unpaid Assessments.

(o) Performing, in its sole discretion, such maintenance and repair service as may be required by a Unit Owner within his Unit as an accommodation to the Association and such Unit Owner. Provided, if the Management Company performs any such personal services, it shall have the right to assess such Unit Owner a reasonable charge for such service.

SECTION 5. LIABILITY OF MANAGEMENT COMPANY.

The Management Company shall not be liable and the Association agrees to indemnify the Management Company against liability for accident, injury, breakage or damage of any machinery or appliances not attributable solely to the action or inaction of the Management Company or any of its employees, agents or services. Management Company shall not be liable to the Association or any Unit Owner for any loss, damage, or delay in furnishing materials or failure to perform duties hereunder when such is caused by acts of God, fire, flood, strike, acts of civil or military authorities, by insurrection or riot, or by any other cause which is not within the reasonable control of Management Company. The Management Company shall not be responsible for obtaining the best price available as to any service, material or purchase.

SECTION 6. OPERATING EXPENSES.

The monthly charges to be assessed for maintenance of the Condominium Property pursuant to this agreement are set forth in Exhibit (1) hereto. No charge in excess of the sum provided in Exhibit (1) shall be assessed against any Unit Owner during the term of this agreement.

SECTION 7. OBLIGATIONS OF UNIT OWNERS.

Each Unit Owner shall be personally liable for payment to the Management Company for his monthly Assessment, commencing on the date of closing or occupancy of his Unit, whichever shall first occur. The Management Company shall be entitled to retain as a fee for management the sum of \$4.00 per Unit per month. Said fee may be increased in accordance with the provisions of Section 7 hereof. In the event that Unit Owner fails to pay the specified amount on or before the tenth day of each month, the Management Company is authorized to discontinue and terminate water services provided to such Unit until said Unit Owner shall have made full payment in accordance with the terms and conditions of this agreement.

SECTION 8. LIMITATION OF MAINTENANCE DUTIES.

Notwithstanding any provisions of the Declaration, By-Laws of the Association, or this agreement to the contrary, the duties of the Management Company consist of furnishing only the services, maintenance and repairs of existing improvements on the Condominium Property as herein set forth and Management Company shall not be responsible for the replacement of such improvements or any portion of them. Management Company may, if requested by the Association after control of the Association is no longer vested in Developer, perform additional services for the Association at charges to be agreed upon, which charges shall be added to and become a part of the maintenance charge provided for herein for all purposes.

SECTION 9. RETENTION OF FUNDS.

Any portion of the payments made pursuant to this agreement which are not expended for the performance of the Management Company's duties hereunder in the year collected (except Management Company's compensation), may be retained by the Management Company and expended for such purpose in any subsequent year, or used to repay Management Company for any loss incurred by it on account of such duties for any preceding year. No funds retained by Management Company for expenses in any subsequent year shall be considered in determining the amount of payments to be assessed for such subsequent years. At the end of the term of this Maintenance Agreement, any funds so retained which have not been expended for the performance of Management Company's duties hereunder shall be paid over to the Reserve Fund provided for by Section 18 of the Declaration and used for the purposes stated therein.

SECTION 10. LIEN FOR UNPAID ASSESSMENTS.

The Management Company shall have a lien against each Condominium Parcel for any Assessments charged against the Parcel, costs incurred in collecting the Assessment, late charges assessed, attorneys' fees, and any accumulated interest thereon. Such lien shall relate back to the date of recording of this agreement and shall be prior and superior to any subsequent lien or encumbrance, except that this lien shall be subordinate and inferior to the lien of any Institutional First Mortgage.

SECTION 11. NOTICES TO THE MANAGEMENT COMPANY.

Notices to the Management Company shall be delivered by registered or certified mail at:

Broadview Management Corporation
Gulf Life Tower
Jacksonville, Florida

All notices shall be deemed and considered sent when deposited in the United States Mail, postage prepaid, and addressed as aforesaid.

SECTION 12. ADDITIONAL COMPENSATION.

The Management Company may install upon the Common Elements (but only in areas designated for such purpose) coin operated laundry and vending machines and pay telephones. The right is an exclusive right and the net proceeds from the operation of the laundry and vending machines and telephones shall be additional compensation for the Management Company. All utilities required for the operation of the vending or laundry machines shall be the cost of the Management Company.

SECTION 13. BINDING EFFECT.

This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

SECTION 14. ASSIGNABILITY.

This agreement may be assigned by the Management Company without the consent of the Association.

SECTION 15. CAPTIONS.

The captions used in this agreement are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any text of this agreement.

SECTION 16. ENTIRE AGREEMENT.

This agreement shall constitute the entire agreement between the contracting parties, and no variance or modification thereof shall be valid and enforceable, except by supplemental written agreement, executed and approved in the same manner as this agreement.

SECTION 17. CANCELLATION.

This Agreement shall be subject to cancellation at any time subsequent to the time the Voting Members assume control of the Association by vote of no less than 75% of said Voting Members.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

James S. Taylor

Virginia L. Messer

As to Management Corporation

Jane A. Keene

F. A. Simmons

Marie Fyre

As to the Association

BROADVIEW MANAGEMENT CORPORATION

By H. D. DeGrove, III
President

Attest: Hazele D. Eubank
Secretary

(Corporate Seal)

BROADVIEW TOWERS CONDOMINIUM, INC.

By W. A. McRae, Jr.
President

Attest: Jack L. Scott
Secretary

(Corporate Seal)

YEARLY MAINTENANCE CHARGES
BROADVIEW TOWERS CONDOMINIUM, INC.

1.	Management		
	Management Fee		\$ 1,200.00
2.	Security		
	Doorman and Guard		17,590.00
	Closing Circuit Television		200.00
	ADT - Telephone		840.00
3.	Personnel and Salaries		
	Janitor		1,130.00
	Yardman		1,130.00
	Secretarial and Managerial Service		2,500.00
	Accounting and Legal Service		500.00
4.	Insurance		
	Liability on Common Elements and Limited Common Elements, Casualty on Units, Common Elements and Limited Common Elements		2,000.00
5.	Utilities		
	Water		864.00
	Electricity for Common Elements and Limited Common Elements		2,400.00
	Telephone		240.00
6.	Services		
	Solid Waste Collection		1,200.00
	Waste Water Collection		960.00
	Elevator Maintenance		2,500.00
	Contract spraying of grounds		150.00
	Pest Control - Common Elements and Limited Common Elements and Units		300.00
	Fire Equipment		100.00
	Air Conditioning Units for Common Elements, Limited Common Elements		600.00
	Emergency Generator Maintenance		100.00
7.	Supplies		
	Chemicals and Cleaning		150.00
	Office		150.00
8.	Taxes		
	Personal Property Common Elements and Limited Common Elements		540.00
9.	Reserve for Replacements		1,200.00
10.	Miscellaneous		1,200.00
TOTAL			<u>\$39,744.00</u>

BY-LAWS
OF BROADVIEW TOWERS CONDOMINIUM, INC.

A Corporation not for Profit
under the Laws of the State of Florida

These are the By-Laws of BROADVIEW TOWERS CONDOMINIUM, INC. (hereinafter called "Association"), a corporation not for profit, incorporated under the laws of the State of Florida. The Association has been organized for the purposes of administering a condominium created pursuant to Chapter 711, Florida Statutes, as amended, (hereinafter called "Condominium Act"). The name of the Condominium is BROADVIEW TOWERS CONDOMINIUM, which is located upon lands situate and lying in Duval County, Florida.

SECTION 1. ASSOCIATION.

1.1 **Office.** The office of the Association shall be at 1560 Lancaster Terrace, Jacksonville, Florida, or such other place as shall be selected by a majority of the Board of Directors.

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

1.3 **Seal.** The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization, and the words "Not for Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

1.4 **Terms.** All terms used herein shall have the same definitions as attributed to them in the Declaration of Condominium Ownership of Broadview Towers Condominium.

SECTION 2. MEMBERS.

2.1 **Qualification.** The members of the Association shall consist of all Unit Owners of Condominium Parcels in Broadview Towers Condominium.

2.2 **Membership.** Membership in the Association shall be established by recording in the Public Records of Duval County, Florida, a deed or other instrument establishing a record title to a Condominium Parcel, and delivery to the Association of a certified copy of such instrument. The grantee in such instrument shall immediately become a member of the Association. The membership of any prior owner of the same Condominium Parcel shall be terminated upon delivery to the Association of a certified copy of the deed or other instrument as aforesaid.

2.3 **Designation of Voting Representative.** If a Condominium Parcel is owned by more than one person, the Unit Owner entitled to cast the vote appurtenant to said Parcel shall be designated by the Owners of a majority interest in the Parcel. A Voting Member must be designated by a statement filed with the Secretary of the Association, in writing, signed under oath by the owners of a majority interest in a Condominium Parcel as the person entitled to cast the vote for all such owners. The designation may be revoked and a substitute Voting Member designated at any time at least five (5) days prior to a meeting. If a designation of a Voting Member is not filed with the Secretary at least five (5) days prior to any meeting, no vote shall be cast at such meeting by or for said Unit Owner(s).

2.4 **Restraint Upon Alienation of Assets.** The share of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Condominium Parcel.

SECTION 3. MEMBER'S MEETINGS.

3.1 **Place.** All meetings of the members of the Association shall be held at the office of the Association or such other place as may be stated in the notice of the meeting.

3.2 **Membership List.** At least ten (10) days before every election of directors, a complete list of the Voting Members of the Association, arranged numerically by Unit number, shall be prepared by the Secretary. Such list shall be kept at the office of the Association and shall be open to examination by any member at any such time.

3.3 **Regular Meetings.** Regular meetings of the Members of the Association shall be held on the first business day in March of each year.

3.4 **Special Meetings.**

3.4.1 Special meetings of the members for any purpose may be called by the President, and shall be called by the President or Secretary at the request, in writing, of either a majority of the Board of Directors or of ten (10) Voting Members. Such request shall state the purpose of the proposed meeting.

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

3.5 **Notice.** Written notice of every meeting, special or regular, of the members of the Association, stating the time, place and object thereof, shall be delivered or mailed to each Voting Member at such member's address as shown in the books of the Association at least ten (10) days prior to such meeting.

3.6 **Participation.** All members shall be entitled to participate in any meeting of the Association but only Voting Members shall have the right to vote on any matter brought before such meeting.

3.7 **Transfer of Control of the Association.** When the Developer has transferred four (4) Condominium Parcels to persons who thereby become members, the Voting Members representing such Parcels may call a meeting of the Association for the purpose of electing a new Board of Directors consisting of three (3) directors. At such meeting, the Developer shall be entitled to elect two (2) directors and the Voting Members other than Developer shall be entitled to elect one (1) director.

Within three (3) months after twenty-two (22) Condominium Parcels have been transferred to persons who thereby become members, or within three (3) years after eighteen (18) Condominium Parcels have been transferred to persons who thereby become members, whichever shall first occur, the Secretary of the Association shall call a meeting of the Association ("Unit Owners' Initial Meeting"). The members of the Association shall at that time assume full control of the Association and the responsibilities appurtenant thereto.

3.8 **Proxies.** At any meeting of the members of the Association, the Voting Member shall be entitled to vote in person or by proxy. Provided, that no proxy shall be valid unless it is filed with the Secretary at least three (3) days prior to a meeting, nor shall any proxy be valid unless it is granted to a person who is a Unit Owner. No person may cast more than one proxy vote. No proxy vote may be cast on behalf of a Voting Member who is present at a meeting.

3.9 **Vote Required to Transact Business.** When a quorum is present at any meeting, the majority of Voting Members present and voting shall decide any question brought before the meeting. If the question is one which requires more than a majority vote by express provision of the Condominium Act or the Declaration of Condominium Ownership, Articles of Incorporation or these By-Laws (hereinafter "Condominium Documents"), the express provision shall govern and control the number of votes required.

3.10 **Quorum.** Fifty-one percent (51%) of the total number of Voting Members of the Association present in person or represented by proxy, shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, or the Condominium Documents. If a quorum is not present at any meeting, the Voting Members may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. Any business may be transacted at any adjourned meeting which could have been transacted at the meeting called.

SECTION 4. DIRECTORS.

4.1 **Number.** The affairs of the Association shall be managed by a Board of Directors, consisting of not less than three (3) nor more than seven (7) directors. The number of directors shall be determined from time to time by the Voting Members.

4.2 **Term.** Each director shall be elected to serve for a term of one (1) year or until his successor shall be elected and shall qualify, except that directors elected prior to the Unit Owners' Initial Meeting shall serve only until such meeting.

4.3 **First Board of Directors.** The first Board of Directors shall consist of Walter A. McRae, Jr., G. W. Whitmire, and Jack L. Scott, who shall hold office and exercise all powers of the Board until their successors shall be elected pursuant to paragraph 3.7 or paragraph 4.4 hereof.

4.4 **Vacancy and Replacement.** If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

4.5 **Election of Directors.** Election of directors shall be conducted in the following manner:

4.5.1 Directors shall be elected at the annual meeting of the members.

4.5.2 A nominating committee of three (3) members shall be appointed by the President with the approval of the Board of Directors not less than thirty (30) days prior to the annual meeting of the members. The Committee shall nominate one (1) person for each director's seat. Additional nominations may be made from the floor.

4.5.3 The election shall be by secret ballot (unless dispensed with by unanimous consent). The nominees receiving the greatest number of votes cast shall be elected to the Board.

4.6 **Removal.** Directors may be removed for cause by an affirmative vote of three-fourths (3/4) of the Voting Members. No director shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever.

4.7 **Powers and Duties of Board of Directors.** All of the powers and duties of the Association under the Condominium Act and the Condominium Documents shall be exercised by the Board of Directors, or its delegate, subject only to approval by Unit Owners and institutional mortgagees when such approval is specifically required. The powers and duties of the directors shall include, but are not limited to, the following:

4.7.1 **Assess.** To make and collect assessments against members to pay the Common Expenses and the expenses incurred by the Association and the power to make and assess members for capital improvements and replacements.

4.7.2 **Disburse.** To use the proceeds of assessments in the exercise of its powers and duties.

4.7.3 **Maintain.** To maintain, repair, replace and operate the Condominium Property in the manner provided by the Declaration of Condominium Ownership.

4.7.4 **Purchase.** To purchase the necessary equipment and tools required for the maintenance, care and preservation referred to above.

4.7.5 **Insure.** To insure and keep insured the Condominium Property in the manner set forth in the Declaration of Condominium Ownership and to purchase such other insurance as the Board may deem advisable.

4.7.6 **Enforce.** To enjoin or seek damages from the Unit Owners for violation of these By-Laws and the terms and conditions of the Declaration of Condominium Ownership.

4.7.7 **Employ.** To employ and contract with a maintenance service contractor or manager, or either of them, for the maintenance, service and management of the Common Elements and to delegate to such contractor and manager, or either of them, any of the powers it possesses.

4.7.8 **Regulate.** To make reasonable rules and regulations concerning the occupancy of the Condominium Parcels consistent with the Condominium Documents.

4.8 **Annual Statement.** The Board will present a full and clear statement of the business and condition of the corporation at the annual meeting of the members.

4.9 **Compensation.** The directors shall not be entitled to any compensation for service as directors.

SECTION 5. DIRECTORS MEETINGS.

5.1 **Organizational Meetings.** The first meeting of each new Board elected by the members shall be held immediately upon adjournment of the meeting at which they were elected or as soon thereafter as may be practicable. The annual meeting of the Board shall be held at the same place as the general members' meeting.

5.2 **Regular Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

5.3 **Special Meetings.** Special meetings of the Board may be called by the President on five (5) days' notice to each director. Special meetings shall be called by the President or Secretary in like manner and on like notice upon the written request of two (2) directors.

5.4 **Waiver of Notice.** No notice of a Board meeting shall be required if the directors meet by unanimous written consent. The directors may, by resolution duly adopted, establish regular monthly, quarter-annual or semi-annual meetings. If such resolution is adopted, no notice of such regular meetings of the Board shall be required.

5.5 **Adjourned Meetings.** If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called, may be transacted without further notice.

5.6 **Quorum.** A quorum at a directors' meeting shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present, shall constitute the act of the Board, except when approval by a greater number of directors is required by the Condominium Documents.

5.7 **Joinder in Meeting by Approval of Minutes.** The joinder of a director in any action taken at a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

5.8 **Presiding Officer.** The presiding officer of a directors' meeting shall be chairman of the Board if such an officer has been elected; and if none, the President of the Association shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

SECTION 6. OFFICERS

6.1 **Officers.** The executive officers of the Association shall be a President, Vice President, Treasurer, and Secretary, each of whom shall be elected at the annual meeting of the Board of Directors. Any two of said offices may be held by one person except that the President shall not also be the Secretary or an Assistant Secretary of the corporation. The Board may elect more than one Vice President. The Board may appoint such other officers and agents that it may deem necessary, who shall hold office at the pleasure of the Board and have such authority and perform such duties as from time to time may be prescribed by said Board.

6.2 **Qualification.** No person shall be entitled to hold office except a Unit Owner. No officer except the President need be a member of the Board.

6.3 **Term.** The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of three-fourths (¾) of the Voting Members of the Association.

6.4 **The President.** The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and directors; shall be an ex-officio member of all standing committees; shall have general management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect.

6.5 **The Secretary.**

6.5.1 The Secretary shall keep the minutes of the members' meetings and of the Board of Directors' meetings in one or more books provided for that purpose.

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

6.5.3 He shall be custodian of the corporate records and of the seal of the corporation.

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

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

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

6.7 **The Treasurer.**

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

6.7.2 He shall disburse the funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and directors at the regular meetings of the Board, an account of all his transactions as Treasurer, and of the financial condition of the corporation.

6.8 **Vacancies.** If any office becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining directors by a majority vote may choose a successor or successors who shall hold office for the unexpired term.

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

SECTION 7. APPROVAL BY VOTING MEMBERS.

7.1 The Association shall act through its Board of Directors and only the following matters shall require an affirmative vote of the Voting Members of the Association:

<u>Matter to be Approved</u>	<u>Approval Required</u>
(1) Alteration, improvements or additions to the Common Elements	¾ of all Voting Members
(2) Restoration of the Project when 90% of the value of the Condominium Property is destroyed	¾ of all Voting Members
(3) Approval of changed in building plans for reconstruction after casualty	¾ of all Voting Members; and all of the Voting Members in the affected Units

<u>Matter to be Approved</u>	<u>Approval Required</u>
(4) Amendment of Declaration, By-Laws and Articles of Incorporation	¾ of all Voting Members
(5) Termination of Condominium	100% of all Voting Members except as provided in item (2) of this Section 7.1
(6) Enactment or repeal of Rules and Regulations other than initial Rules and Regulations	Majority of all Voting Members
(7) Repeal of any Initial Rules and Regulations	¾ of all Voting Members
(8) Election of Directors and Officers	Plurality of Voting Members voting at a meeting at which a quorum is present
(9) Removal of Directors and Officers	¾ of all Voting Members
(10) Making Agreements for Use of Off-Site Recreational Facilities	A majority of all Voting Members
(11) Approval of the Purchase of a Condominium Parcel by the Association	¾ of all Voting Members

SECTION 8. CONDUCT OF MEETING.

All meetings of the Members and of the Board shall be governed by Robert's Rules of Order.

SECTION 9. FISCAL MANAGEMENT.

The provisions for fiscal management of Broadview Towers Condominium, set forth in the Declaration of Condominium Ownership, are supplemented by the following provisions:

9.1 **Accounts.** The funds and expenditures of the Association shall be credited and charged to the appropriate account as set forth below.

9.1.1 **Current Expenses.** All funds to be expended during the year for the maintenance of the Common Elements, the operation and working capital of the Association shall be held in the Current Expense Account. Any balance in this fund at the end of each year may be used to pay Common Expenses incurred in any successive year or may be placed in the Reserve Fund Account.

9.1.2 **Reserve Fund Account.** All funds to be expended for replacement, acquisition, and repair of capital improvements which are a part of the Common Elements or Limited Common Elements shall be held in the Reserve Fund Account.

9.2 **Budget.** The Board of Directors shall adopt a projected operating budget for each calendar year, which shall include the estimated funds required to pay the current expenses and to repair or replace capital improvements.

9.3 **Assessments.** Assessments against individual Unit Owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be payable in twelve (12) equal monthly installments on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the first day of each month until changed by an amended assessment. The budget and assessments therefor may be amended at any time by the Board of Directors.

9.4 **Depository.** The funds of the Association will be deposited in such banks or savings and loan associations as shall be designated from time to time by the Board of Directors. Withdrawals of funds from such

accounts shall be only by checks signed by such persons as authorized by the Board.

9.5 **Fidelity Bonds.** Fidelity Bonds shall be required for all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Board. The premiums for such bonds shall be paid by the Association.

SECTION 10. RULES AND REGULATIONS.

10.1 **As to Common Elements.** The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing the operation, use, maintenance, management and control of the Common Elements. The Board shall from time to time post in a conspicuous place on the Condominium Property, a copy of the rules and regulations adopted by the Board. Any rules and regulations adopted pursuant hereto shall be reasonable and non-discriminatory.

10.2 **As to Condominium Units.** The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the Condominium Units, provided, however, that copies of such rules and regulations are furnished to each Unit Owner prior to the time the same shall become effective. Where applicable or desirable, copies thereof shall be posted in a conspicuous place on the Condominium Property. Any rules and regulations adopted pursuant hereto shall be reasonable and non-discriminatory.

10.3 **Initial Rules and Regulations.** The initial rules and regulations hereinafter enumerated shall apply to and be binding upon all Unit Owners. The Unit Owners shall at all times observe said rules and regulations and shall have the responsibility of seeing that they are faithfully observed by their families, guests, invitees, servants, lessees and other persons over whom they exercise control and supervision. Said initial rules and regulations are as follows:

10.3.1 The Units shall be used only for residential purposes;

10.3.2 Unit Owners shall not use or permit the use of their premises in any manner which will disturb or be a nuisance to other Owners, or in such a way as to be injurious to the reputation of the property, nor for any unlawful purpose.

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

10.3.4 No structural changes or alterations shall be made in any Unit, or to any of the Common Elements, except as provided in the Declaration of Condominium.

10.3.5 All of the restrictions, limitations and obligations of members as provided in the Declaration of Condominium are incorporated herein by reference.

10.3.6 Nothing shall be hung or displayed on the outside of windows or placed on the outside of walls of a building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof, or any part thereof except with the approval of the Board of Directors.

10.3.7 There shall be no storage or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except that such personal property may be stored in a common storage area designated for that purpose, and recreational areas may be used for their intended purpose.

10.3.8 No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration or otherwise shall be conducted, maintained, or permitted on any part of the property or in any Condominium Parcel therein, nor shall any "Sold" or "For Sale" or "For Rent" signs or window displays or advertising be maintained or permitted on any part of the property or in or on any Condominium Parcel except as provided in the Declaration.

10.3.9 Complaints regarding maintenance shall be made in writing to the Board of Directors.

10.3.10 Laundry and drying rooms, if any, shall be used in such manner and at such times as the Board of Directors may from time to time direct.

10.3.11 Unit Owners, residents, their families, guests, servants, employees, agents, visitors, shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof, equipment rooms, or power rooms of the building.

10.3.12 There shall not be kept in any Unit any inflammable, combustible or explosive fluid, material, chemical or substance except for normal household use.

10.3.13 The use of any recreational facilities shall at all times be subject to such rules and regulations as the Board of Directors may establish.

10.3.14 No Unit Owner or occupant of a Unit shall direct, supervise or in any manner attempt to assert any control over any of the employees of the Association, nor shall he attempt to send any of such employees upon private business of such Unit Owner or occupant.

10.3.15 In case of any emergency originating in or threatening any of the Units, the Board of Directors of the Association, or any other person authorized by it, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry in the event of any such emergency, the Owner of each Unit, if required by the Association, shall deposit under control of the Association a key to such Unit.

10.3.16 No children under fifteen (15) years of age shall be permitted as permanent occupants of any of the Units without the written consent of the Association except that children under such age may be permitted to visit and temporarily reside in the Units. Such temporary residence shall not exceed ninety (90) days in any consecutive twelve month period. Children will not be permitted to play in the Common Elements or Limited Common Elements at any time. Each Unit Owner shall be responsible for any damage caused by children occupying a Unit or visiting such Owner.

10.3.17 Any addition, alteration, or construction by a Unit Owner, including electrical wiring or plumbing, shall comply with the City of Jacksonville Building Code and all other applicable ordinances. All electrical and mechanical equipment shall, in addition, have Underwriters Laboratory approval. All floor coverings shall be installed over soundproof, insulated material which complies with specifications on file with the Association.

SECTION 11. DEFAULT.

11.1 Foreclosure. In the event a Unit Owner does not pay any sums, charges, or Assessments required to be paid to the Association within thirty (30) days from the due date, the Association, acting in its own behalf through its Board of Directors, or a manager acting on behalf of the Association, may foreclose the lien encumbering said Unit Owner's Parcel created by non-payment of the required monies in the same manner as mortgage liens are foreclosed. The Association shall be entitled to the appointment of a receiver if it so requires. The Association shall have the right to bid on the Condominium Parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, or in addition thereto, the Association may bring suit to recover a money judgment for sums, charges or assessments required to be paid to the Association without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgment brought by or on behalf of the Association against a Unit Owner, the Association shall be entitled to recover the costs thereof, together with a reasonable attorney's fee.

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

11.3 Enforcement. In the event of violation of the provisions of the Condominium Documents as the same are now or may hereafter be constituted, the Association, on its own behalf, may bring appropriate action to enjoin such violation, to enforce the provisions of the Documents, to sue for damages, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate.

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

SECTION 12. MORTGAGE OF UNIT.

12.1 The Association shall maintain a suitable register for the recording of mortgaged Condominium Parcels. Any mortgagee of a Condominium Parcel, may, but is not obligated to, notify the Association in writing, of the mortgage. In the event notice of default is given any member, under an applicable provision of the Condominium Documents, a copy of such notice shall be mailed to the registered mortgagee.

SECTION 13. SALE OF CONDOMINIUM PROPERTY.

13.1 **Right of First Refusal.** Pursuant to Section 15.01 of the Declaration, each Unit Owner has granted to the Association an option to purchase his Parcel. Such option shall be assigned, abandoned, or exercised in the following manner:

13.1.1 **Notice.** Notice shall be given to an executive officer of the Association by the Unit Owner desiring to sell his Parcel (hereinafter "Selling Unit Owner") in the manner provided in Section 19.02, except that no executive officer of the Association shall give notice to the Association by giving notice to himself.

13.1.2 **Investigation.** Upon receipt of the notice, the President of the Association may appoint a committee of three members to make reasonable inquiry into the proposed sale, including reasonable investigation of the proposed purchaser. The expense of investigation shall be a Common Expense.

13.1.3 **Report.** Within ten (10) days following the receipt of notice, a special meeting of the Board shall be called to consider the proposed sale. The report of the Investigation Committee, if any, shall be presented to the Board at such time for their consideration.

If the Board elects to assign the option granted to the Association, it shall promptly notify the Selling Unit Owner that the option has been assigned, and shall furnish him with the name, address, and phone number of the assignee.

If the Board elects to abandon the option, it shall promptly notify the Selling Unit Owner in writing that it does not intend to exercise or assign its right of first refusal.

The decision of the Board to assign or abandon the option granted to the Association shall be final and shall not be subject to approval by Voting Members.

If the Board elects to exercise the option and purchase the Parcel in the name of the Association, it shall call a special meeting of the Members prior to the expiration of the option. Prior to such meeting, it shall notify each Unit Owner of the total assessment necessary to purchase the Parcel and of the proportionate share of such assessment assigned to his Parcel, or the terms of any loan it proposes to procure to finance the purchase. An affirmative vote by three-fourths (¾) of the Voting Members present and voting shall be required before the Board may exercise the option in the name of the Association.

In the event the Board fails to exercise, assign, or abandon the option within fifteen (15) days after notice from the Selling Unit Owner, it shall be deemed to have abandoned the option.

SECTION 14. AMENDMENT OF BY-LAWS.

14.1 **By-Laws.** The By-Laws of the corporation may be altered, amended or repealed, unless specifically prohibited herein, at any regular or special meeting of the members by a three-fourths (¾) vote of the Voting Members of the Association. No modification or amendment to the By-Laws shall be valid unless set forth or annexed to a duly recorded amendment to the Declaration of Condominium Ownership.

ARTICLES OF INCORPORATION
OF
BROADVIEW TOWERS CONDOMINIUM, INC.

THE UNDERSIGNED hereby associate themselves for the purpose of forming a corporation not for profit under and pursuant to Chapter 617, Florida Statutes 1967, and do certify as follows:

ARTICLE I
NAME

The name of this corporation is Broadview Towers Condominium, Inc. The corporation is sometimes referred to herein as the "Association".

ARTICLE II
PURPOSES

This corporation is organized to operate and manage Broadview Towers Condominium, a condominium to be established in accordance with Chapter 711, Florida Statutes, 1971, upon real property situated lying and being in Duval County, Florida; to perform and carry out the acts and duties incident to the administration, operation, and management of said condominium in accordance with the terms, provisions, and conditions, contained in these Articles of Incorporation, in the Declaration of Condominium Ownership and any amendments thereto, which will be recorded among the Public Records of Duval County, Florida, and, to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of the Condominium.

The terms used herein shall have the same meaning attributed to them in Chapter 711, Florida Statutes.

ARTICLE III
POWERS

The Association shall have all of the powers of a Corporation Not for Profit existing under the laws of the State of Florida and all the powers now or hereafter granted to Condominium Associations by the Condominium Act, Chapter 711, Florida Statutes, as the same may be hereafter amended and all the powers reasonably necessary to implement the powers of the Association, which powers shall include, but are not limited to, the power:

A. To make, establish and enforce reasonable rules and regulations governing the use of the Condominium Property;

B. To make, levy and collect assessments against Unit Owners of the said Condominium to provide the funds to pay for Common Expenses of the Condominium as provided for in the Condominium Documents and the Condominium Act, and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association;

C. To maintain, repair, replace and operate those portions of the Condominium Property that the Association has the duty or right to maintain, repair, replace and operate under the Condominium Documents;

D. To contract for the management of the Condominium Property and to delegate to such contractors all powers and duties of the Association.

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

F. To purchase insurance upon the Condominium Property for the protection of the Association and its members;

G. To reconstruct improvements constructed on the real property submitted to Condominium Ownership after casualty or other loss;

H. To make additional improvements on and to the Condominium Property;

I. To approve or disapprove the transfer, mortgage and ownership of Condominium Parcels to the extent such power is granted to it under the Condominium Documents;

J. To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members of the Association;

- K. To enforce by legal action the provisions of the Condominium Documents;

L. To acquire by purchase or otherwise Condominium Parcels in the Condominium.

ARTICLE IV

MEMBERS

1. Members.

A. The members of the Association shall consist of all owners of Condominium Parcels in the Condominium, and after the termination of the Condominium shall consist of those persons who are members at the time of such termination.

B. The first Board of Directors named in these Articles of Incorporation shall also be members of the Association until twenty-five (25) Condominium Parcels have been conveyed to persons who thereby become members. At such time said Directors shall no longer be members of the Association unless otherwise qualified as such. In the event any Director named in these Articles of Incorporation should for any reason be unwilling or unable to be an active member of the Association, the remaining Directors shall select a successor member to serve in his place and stead.

2. Voting Members.

A. Until twenty-five (25) of the Condominium Parcels have been conveyed, as aforesaid, the first Board of Directors named in these Articles of Incorporation, or their successors, shall be the only members of the Association who are entitled to have any voice in the management of the affairs of the Association, and no other member shall have any vote or voice with respect to any matter whatsoever. This section may not be amended without the consent of the Board of Directors.

B. After conveyance of twenty-five (25) Condominium Parcels as aforesaid, each Condominium Parcel shall be entitled to one vote, which vote shall be exercised by the Unit Owner designated by the Owner or Owners of a majority interest in a single Condominium Parcel to cast the vote appurtenant to said Parcel. The designation of voting members shall be perfected in the manner provided in the Condominium Declaration.

3. Assignment. Neither the share of a member in the funds and assets of the Association, nor membership in this Association may be assigned, hypothecated or transferred in any manner except as an appurtenance to a Condominium Parcel.

4. The members of the Association shall be subject to all of the terms, conditions, restrictions and covenants contained in the Condominium Documents.

ARTICLE V

TERM

This corporation shall exist perpetually.

ARTICLE VI
SUBSCRIBERS

The names and residences of the subscribers to these Articles of Incorporation are as follows:

James S. Taylor	3818 Bettes Circle Jacksonville, Florida 32210
Lynda R. Aycock	3251 B Bourbon Alley, W. Jacksonville, Florida 32211
Eleanor J. Stilchen	6907 Tampico Road, S. Jacksonville, Florida 32210

ARTICLE VII
BOARD OF DIRECTORS

The business of the corporation shall be conducted by a Board of Directors consisting of not less than three (3) nor more than seven (7) directors. The Board of Directors shall be elected annually by the members of the Association entitled to vote. The names and addresses of the First Board of Directors who shall hold office until their successors are elected and have qualified, are as follows:

Walter A. McRae, Jr.	1560 Lancaster Terrace Jacksonville, Florida 32204
G. W. Whitmire	4960 Ortega Forest Drive Jacksonville, Florida 32210
Jack L. Scott	4118 Ortega Forest Drive Jacksonville, Florida 32210

ARTICLE VIII
OFFICERS

The affairs of the Association shall be managed by a President, Vice President, Secretary and Treasurer. The officers of the Association shall be elected annually by the Board of Directors of the Association in accordance with the provisions of the By-Laws of the Association.

Walter A. McRae, Jr.	President
G. W. Whitmire	Vice President
Jack L. Scott	Secretary-Treasurer

ARTICLE IX
INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE X
AMENDMENT OF ARTICLES

These Articles may be amended by an affirmative vote of three-fourths (¾) of the Voting Members of the Association.

ARTICLE XI
BY-LAWS

The Association shall adopt By-Laws governing the conduct of the affairs of the Association. The first By-Laws shall provide the method by which they may be altered, amended, or rescinded.

ARTICLE XII
PRINCIPAL PLACE OF BUSINESS

The principal place of business of this corporation shall be located at 1560 Lancaster Terrace, Jacksonville, Duval County, Florida, or at such other place or places as may be designated from time to time by the Board of Directors.

IN WITNESS WHEREOF, the subscribing incorporators have hereunto set their hands and seals and caused these Articles of Incorporation to be executed this 22nd day of June, 1973.

/s/ JAMES S. TAYLOR (SEAL)
James S. Taylor

/s/ LYNDA R. AYCOCK (SEAL)
Lynda R. Aycock

/s/ ELEANOR J. STILCHEN (SEAL)
Eleanor J. Stilchen

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

BEFORE ME, the undersigned authority, personally appeared JAMES S. TAYLOR, LYNDA R. AYCOCK, and ELEANOR J. STILCHEN, to me well known and known to me to be the persons described in and who executed the foregoing Articles of Incorporation, and they severally acknowledged before me that they executed the same freely and voluntarily and for the purposes therein expressed.

WITNESS my hand and official seal at Jacksonville, State and County aforesaid, this 22nd day of June, 1973.

/s/ MARY E. LOTT

Notary Public, State of Florida at Large
My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC. 17, 1970

(NOTARY PUBLIC SEAL)

The preceding is a copy of the Certificate of Incorporation of BROADVIEW TOWERS CONDOMINIUM, INC., a corporation not for profit organized and existing under the laws of the State of Florida, filed on June 28, 1973.

