

Instr #2016068622 BK: 4273 PG: 1289, Filed & Recorded: 10/20/2016 10:11 AM #Pgs:138
Hunter S. Conrad, Clerk of the Circuit Court St. Johns County FL Recording \$1,174.50

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DECLARATION OF CONDOMINIUM
OF

COASTAL OAKS AT NOCATEE CARRIAGE HOMES, A CONDOMINIUM

THIS INSTRUMENT, WHICH WAS ORIGINALLY RECORDED ON SEPTEMBER 27, 2016 AS INSTRUMENT NO. 2016063288, IS BEING RE-RECORDED TO CORRECT SCRIVENER'S ERRORS WHICH APPEARED IN THE ORIGINAL RECORDED INSTRUMENT AND TO INCLUDE EXHIBITS WHICH WERE INADVERTANTLY OMITTED.

NOTICE: As provided in Section 23 of this Declaration, each Unit Owner, by virtue of taking title to a Unit, hereby agrees that the deed of conveyance of the Unit to a third party shall specifically state that the Unit is subject to the terms of this instrument and shall state the recording book and page information for this instrument as recorded in the public records of St. Johns County. The intent of this provision is to defeat any potential argument or claim that Chapter 712, Florida Statutes, has extinguished the application of this instrument to each of the Units.

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DECLARATION OF CONDOMINIUM
OF
COASTAL OAKS AT NOCATEE CARRIAGE HOMES, A CONDOMINIUM

This DECLARATION OF CONDOMINIUM of COASTAL OAKS AT NOCATEE CARRIAGE HOMES, a Condominium (the "**Declaration**") is made this 19th day of October, 2016, by Toll Jacksonville Limited Partnership, a Florida limited partnership (the "**Developer**"), for itself, its successors, grantees and assigns:

WITNESSETH:

WHEREAS, Developer is the owner in fee simple of certain real property, lying and being situated in St. Johns County, Florida, as more particularly set forth in Exhibit "A" attached hereto, which lands are herein called "the **Land**", subject to reservations, restrictions and easements of record; and

WHEREAS, the Developer contemplates erecting upon the Land from time to time multi-unit residential buildings, housing up to, but not exceeding, twenty-four (24) residential Condominium Units and related facilities in six (6) Phases pursuant to the provisions set forth in Section 718.403, *Florida Statutes*; and

WHEREAS, the Developer has constructed one (1) residential building and related facilities on a portion of the Land described as Phase 1 on Exhibit "A" (the "Phase 1 Land") and desires to submit Phase 1 to condominium ownership pursuant to Chapter 718, *Florida Statutes*, the Condominium Act, as it exists on the date hereof; and

WHEREAS, the Developer from time to time may (but is not obligated to) submit additional portions of land described on Exhibit "A-1", together with improvements thereon, to condominium ownership;

NOW, THEREFORE, the Developer makes the following declarations:

1. NAME. The name by which this Condominium is to be identified is COASTAL OAKS AT NOCATEE CARRIAGE HOMES, a Condominium.
2. DEFINITIONS. For all purposes in this Declaration and for all purposes in the Articles of Incorporation and Bylaws of Coastal Oaks at Nocatee Carriage Homes Condominium

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Association, Inc., a Florida corporation not for profit, the following words shall have the definitions as hereinafter stated, to-wit:

(a) Articles. The Articles of Incorporation of the Association, as same may be amended from time to time.

(b) Assessments. Assessment means a share of the funds required for the payment of Common Expenses, which from time to time are assessed against the Condominium and its Unit Owner.

(c) Association. Association means Coastal Oaks at Nocatee Carriage Homes Condominium Association, Inc., a Florida corporation not for profit, which is responsible for the operation of the Condominium, the Common Elements (as defined hereafter) and the Common Facilities (as defined hereafter), its successors and assigns.

(d) Board of Directors or Board. The Board of Directors or other representative body responsible for administration of the Association.

(e) Building. Any building contained within the Condominium Property from time to time as herein provided.

(f) Bylaws. The Bylaws of the Association as may be amended from time to time.

(g) Common Elements. Common Elements mean and include in addition to the items as listed in Section 718.108, *Florida Statutes*, the following items:

(1) The portions of the Condominium Property which are not included within the Units and/or the Association Property.

(2) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units, Common Elements and/or the Association Property.

(3) An easement of support in every portion of a Unit which contributes to the support of the Building.

(4) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements and/or the Association Property.

(5) Any other parts of the Condominium Property designated as Common Elements in this Declaration, which shall specifically include the surface water management system, if any, of the Condominium.

(6) Any and all portions of the Life Safety Systems (as hereinafter defined), regardless of where located within the Condominium Property.

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(7) Cross-easements for ingress, egress, support, maintenance, repair, replacements and utilities.

(8) Easements for encroachments by the perimeter walls, ceilings and floors surrounding each Condominium Unit caused by the settlement or movement of the Building or by minor inaccuracies in building or rebuilding which may now exist or hereafter exist, and such easements shall continue until such encroachments no longer exist.

(9) Roads, if any, installed on the Condominium property by the Developer or any third party with the approval of the Developer that have not been dedicated to the State of Florida or a political subdivision thereof.

(10) The recreational and other commonly used facilities, if any, depicted on the Survey, Graphic Description and Plot Plan attached as Exhibit "B" to this Declaration;

(11) Mailboxes in such location as determined by the Developer; and

(12) The Surface Water Management System and Storm Water Management System for the Land, as permitted by the St. Johns River Water Management District.

Some components of the Condominium which are typical "common elements" of a condominium have instead been designated as Limited Common Elements. References herein to Common Elements also shall include the Limited Common Elements unless the context would prohibit or it is otherwise expressly provided. Notwithstanding any provision to the contrary, amendments to the Common Elements may be made as provided for in Sections 718.110(5) and 718.110(6), *Florida Statutes*.

(h) Common Facilities or Association Property. Any real property or improvements thereon and any personal property owned by the Association for the use and benefit of the Unit Owners.

(i) Common Expenses. All expenses and assessments properly incurred by the Association for the Condominium.

(j) Common Surplus. The excess of all receipts of the Association collected on behalf of the Condominium, including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements, over the Common Expenses.

(k) Community Development District. The Tolomato Community Development District.

(l) Community Systems. Any and all cable television, telecommunication, alarm/monitoring, internet, telephone or other lines, conduits, wires, amplifiers, towers, antennae, satellite dishes, equipment, materials, and installations and fixtures (including those based on, containing and serving future technological advances not now known), if installed by

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Developer or pursuant to any grant of easement or authority by Developer within the Condominium Property.

(m) Condominium. COASTAL OAKS AT NOCATEE CARRIAGE HOMES, a Condominium, which is formed pursuant to this Declaration.

(n) Condominium Form of Ownership. That form of ownership of real property created pursuant to the provisions of Chapter 718, *Florida Statutes*, the "**Condominium Act**", and which is composed of Condominium Units that may be owned by one or more persons and, appurtenant to each Condominium Unit, an undivided share in the Common Elements.

(o) Condominium Act. Chapter 718, *Florida Statutes*, as it exists on the date hereof, which is incorporated herein by reference, and not subject to future amendments of Chapter 718, *Florida Statutes*. All provisions thereof shall apply to this Condominium.

(p) Condominium Parcel. The Condominium Unit, together with the undivided share in the Common Elements appurtenant thereto.

(q) Condominium Unit or Unit. That part of the Condominium Property which is subject to exclusive ownership.

(r) Condominium Property. The lands, leaseholds and personal property that are submitted to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto provided by the Developer intended for use in connection with the Condominium.

(s) Conservation Areas. Those protected areas required by the Army Corp of Engineers and/or St. Johns River Water Management District for the Condominium, including, but not limited to wetland preservation areas, mitigation areas and upland buffers which are protected under conservation easements created pursuant to Section 704.06, Florida Statutes.

(t) Declaration or Declaration of Condominium. The instrument or instruments by which this Condominium is created, as they are from time to time amended.

(u) Developer. Developer means Toll Jacksonville Limited Partnership, a Florida limited partnership, its successors or assigns, or any other person who creates the Condominium or offers Condominium Parcels for sale or lease in the ordinary course of business, but does not include an owner or lessee of a Condominium Unit who has acquired his or her Unit for his or her own occupancy.

(v) Institutional Mortgagee. Shall include any bank, federal savings and loan association, a state savings and loan association, an institutional investor, mortgage banker, the Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation, federal or state agency, insurance company and/or a real estate investment trust or any other similar type of lender generally recognized as an institutional-type lender holding a mortgage on one or more Condominium Units or all or part of the Condominium Property and the successors and/or assigns of such entities.

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(w) Life Safety Systems. Life Safety Systems mean and refer to any and all emergency lighting, audio and visual signals, safety systems, sprinklers and smoke detection systems, which are now or hereafter installed in the Buildings, whether or not within the Units. All such Life Safety Systems, together with all conduits, wiring, electrical connections and systems related thereto, regardless of where located, shall be deemed Common Elements hereunder. Without limiting the generality of the foregoing, when the context shall so allow, the Life Safety Systems shall also be deemed to include all means of emergency ingress and egress, which shall include all stairways and stair landings. Notwithstanding the breadth of the foregoing definition, nothing herein shall be deemed to suggest or imply that the Buildings or Condominium contains all such Life Safety Systems.

(x) Limited Common Elements. Limited Common Elements mean those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided. Nothing herein shall be deemed to preclude the Developer from assigning the exclusive use of Limited Common Elements to one or more, but not all, of the Units, all as more particularly described in Section 3(d) below (and any such assignment shall not cause the particular item to lose its designation as a Common Element).

(y) Management Agreement. The agreement, if any, which provides for management of the Condominium Property and the Common Elements.

(z) Member. An owner of a fee simple estate in any Condominium Parcel who is a member of the Association.

(aa) Surface Water Management System and Storm Water Management System. The surface water management system and storm water management system for the Property including, but not limited to, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands, and any associated buffer areas, and wetland mitigation areas, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges.

(bb) Unit Owner or Owner of a Condominium Unit. The record owner of legal title to a Condominium Parcel.

3. PROPERTY SUBMITTED TO CONDOMINIUM FORM OF UNIT OWNERSHIP

(a) Submission. Subject to easements, restrictions and reservations of record, and except as set forth in this Subsection 3(a), the Developer hereby submits the Phase 1 Land and all improvements erected or to be erected thereon and all other property, real, personal or mixed, now or hereafter situated on or within the Phase 1 Land – but excluding all public or private (e.g. cable television and/or other receiving or transmitting lines, fiber, antennae or

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equipment) utility installations therein or thereon –to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof. Without limiting any of the foregoing, no property, real, personal or mixed, not located within or upon the Phase 1 Land as aforesaid shall for any purposes be deemed part of the Condominium or be subject to the jurisdiction of the Association, the operation and effect of the Florida Condominium Act or any rules or regulations promulgated pursuant thereto, unless expressly provided.

(b) Identification of Units. The Phase 1 Land has constructed thereon one (1) building containing four (4) Units, for a total of four (4) Units in Phase 1. Each such Unit is identified by a separate numerical or alpha-numerical designation. The designation of each of such Units in Phase 1 is set forth on the Survey, Graphic Description and Plot Plan attached as Exhibit “B” hereto. The Survey, Graphic Description and Plot Plan attached as Exhibit “B” consists of a survey of the Phase 1 Land, a graphic description of the Improvements located thereon, including, but not limited to, the Buildings in which the Units are located, and a plot plan thereof (the “**Survey, Graphic Description and Plot Plan**”). The Survey, Graphic Description and Plot Plan attached as Exhibit “B”, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit in Phase 1 and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration, including, without limitation, the right to transfer such right to other Units or Unit Owners; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration.

The floor plans depicted in the Survey, Graphic Description and Plot Plan are the standard floor plans and if the Developer approves of the change, in its sole discretion, each individual Unit Owner may have floor plans customized to reflect a different design, based on the Unit Owner’s individual needs or desires. Any modifications or options selected for a particular Unit by the Owner shall not be deemed a material amendment altering or modifying the Condominium in a manner adverse to any other Unit Owner. The estimated latest date of completion of constructing, finishing and equipping the Condominium Property for Phase 1 is January 1, 2017. .

(c) Unit Boundaries. Each of the Condominium Units in Phase 1 is identified and designated as set forth in the Survey, Graphic Description and Plot Plan contained in Exhibit “B”. Each Unit in Phase 1 shall consist of that part of the building containing such Unit which lies within the boundaries of the Unit, which boundaries are as follows:

(1) Upper Boundaries

(i) The upper boundary of first-floor Units shall be horizontal plane of the lowest surface of the unfinished ceiling of the Unit extended to an intersection with the perimetrical boundaries.

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(ii) The upper boundary of second-floor Units shall be the horizontal plane of the lowest surface of the unfinished ceiling of the Unit extended to an intersection with the perimetrical boundaries.

(iii) The upper boundary of the portion of the Units comprising the garage shall be the plane of the lowest surface of the unfinished garage ceiling.

(2) Lower Boundaries

The lower boundary of all Units shall be horizontal plane of the unfinished floor slab of that Unit and the horizontal plane of the unfinished garage slab extended to an intersection with the perimetrical boundaries.

(3) Perimetrical Boundaries

The perimetrical boundaries of a Unit shall be the following boundaries extended to an intersection with upper and lower boundaries:

(i) EXTERIOR BUILDING WALLS:

The intersecting vertical plane(s) of the innermost unfinished surfaces of the exterior wall of the building bounding such Unit.

(ii) INTERIOR BUILDING WALLS:

The vertical planes of the innermost unfinished surface of the party walls dividing such Units extended to intersections with other perimetrical boundaries.

(4) Apertures

Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to include the interior, unfinished surfaces of such apertures, including all frameworks thereof, exterior surfaces made of glass or other transparent materials, exterior doors of any type, including the locks, hinges and other hardware thereof, and all framings and casings thereof shall be included in the boundaries of the Unit.

(5) Air Conditioning Systems

The boundaries of each Unit shall also be deemed to include all integral parts of the air conditioning system serving the Unit, located within or outside the Unit.

(6) Excluded from Units

The Unit shall not be deemed to include utility services which may be contained within the boundaries of the Unit, but which are utilized to serve Common Elements and/or a Unit or Units other than or in addition to the Unit within which contained. Such utility services are part of the Common Elements, and shall be the maintenance responsibility of the Association. The Unit shall not be deemed to include columns or partitions contributing to the support of the building. Such columns or partitions are part of the Common Elements. Moreover, notwithstanding any provision to the contrary, pipes, wires, conduits, cable wires, or other utility lines or installations constituting a part of the overall systems designed for the service of any particular Condominium Unit, or any of the structural members or portions of any kind, including fixtures and appliances and stairways within the Condominium Unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the Building or another Condominium Unit, shall not be deemed to be part of any Condominium Unit.

(7) Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth on the Survey, Graphic Description and Plot Plan attached as Exhibit "B" hereto shall control in determining the boundaries of a Unit, except that the provisions of Section 3(c)(6) above shall control unless specifically depicted and labeled otherwise on such survey.

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

(1) Patios, Balconies, Terraces, Patios and Lanais appurtenant to Units. Any patio, balcony, terrace and/or lanai (and all improvements thereto) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common Element of such Unit(s). The Association shall be responsible for the maintenance of the structural and mechanical elements of any such Limited Common Elements, with the costs of same being a part of the Common Expenses. Each Owner shall, however, be responsible for the general cleaning, plant care and upkeep of the appearance of the area(s) and, for the repair and replacement of any floor coverings placed or installed on any patio, balcony, terrace and/or lanai. A Unit Owner using a patio, balcony, terrace and/or lanai or making or causing to be made any additions, alterations or improvements thereto agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Association Property and expenses arising therefrom.

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(2) Driveways. Each Condominium Unit shall have the exclusive right to use the driveway serving the Unit, as labeled on the Survey, Graphic Description and Plot Plan attached as Exhibit "B", which shall be a Limited Common Element of such Unit. The Association shall be responsible for the maintenance of the structural elements of the driveways, with the costs of same being a part of the Common Expenses. Each Unit Owner shall, however, be responsible for the general cleaning, care and upkeep of the appearance of the driveways.

(3) Miscellaneous Areas, Equipment. Any fixtures or equipment (e.g., an air conditioning compressor or hot water heater) serving a Unit or Units exclusively and any area (e.g., a closet or ground slab) upon/within which such fixtures or equipment are located (including but not limited to the roof) shall be Limited Common Elements of such Unit(s). The maintenance (and cost) of any such equipment and/or areas so assigned shall be the sole responsibility of the Owner of the Unit(s) to which the fixtures and/or equipment are appurtenant.

(4) Other. Any other portion of the Common Elements which, by its nature, cannot serve all Units but serves one Unit or more than one Unit (i.e., any hallway and/or elevator landing serving a single Unit or more than one (1) Unit owned by the same Owner) shall be deemed a Limited Common Element of the Unit(s) served and shall be maintained by said Owner. In the event of any doubt or dispute as to whether any portion of the Common Elements constitutes a Limited Common Element or in the event of any question as to which Units are served thereby, a decision shall be made by a majority vote of the Board of Directors of the Association and shall be binding and conclusive when so made. To the extent of any area deemed a Limited Common Element hereunder, the Owner of the Unit(s) to which the Limited Common Element is appurtenant shall have the right to alter same as if the Limited Common Element were part of the Owner's Unit, rather than as required for alteration of Common Elements. Notwithstanding the foregoing, the designation of same as a Limited Common Element hereunder shall not allow the Owner of the Unit to which the Limited Common Element is appurtenant to preclude passage through such areas as may be needed from time to time for emergency ingress and egress, and for the maintenance, repair, replacement, alteration and/or operation of the elevators, Life Safety Systems, mechanical equipment and/or other Common Elements which are most conveniently serviced (in the sole determination of the Board) by accessing such areas (and an easement is hereby reserved for such purposes).

4. UNIT IDENTIFICATION. The location of the Condominium Units on the Condominium Property submitted to the Condominium Form of Ownership is set forth on the Survey, Graphic Description and Plot Plan attached hereto and made a part hereof as Exhibit "B". Each Condominium Unit is described on said Survey, Graphic Description and Plot Plan in such manner that there can be determined therefrom the identification, location, dimensions and size of each as well as the Common Elements and Limited Common Elements, if any appurtenant thereto. Each Condominium Unit is identified by a letter and/or number as shown on the Survey, Graphic Description and Plot Plan attached hereto as Exhibit "B" and made a part

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hereof, so that no such Condominium Unit bears the same designation as any other such Condominium Unit.

5. CHANGE IN PLANS AND SPECIFICATIONS. The Developer is hereby authorized to make changes in the plans and specifications and construction methods and materials during the construction of improvements on said Property, so long as such changes do not conflict with the Condominium Act.

6. EASEMENTS AND RIGHTS OF ACCESS. Each of the following easements is a covenant running with the land of the Condominium and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of the Condominium.

(a) Utility Services. Easements may be required for utility services in order to adequately serve the Condominium Property or any Condominium Unit, Limited Common Element or Common Element, including, but not limited to, electricity, telephone facilities, sewer, water, lighting, irrigation, drainage, internet service, television antenna and cable television facilities and any electronic security facilities. The Developer hereby reserves for the benefit of itself, its successors and assigns and the Association, perpetual blanket easements upon, across, above and under the Land and Condominium Property, which easements shall be for access, ingress, egress, installation, construction, repair, operation, maintenance and repair of all such foregoing utility facilities and services. However, easements through a Condominium Unit shall be only according to the plans and specifications for the Building containing the Condominium Unit or as the Building is actually constructed or reconstructed, unless approved in writing by the Owner. A Unit Owner shall do nothing within or outside his Condominium Unit that interferes with or impairs the utility services using these easements. The Association or its designee shall have a right of access to each Condominium Unit and the improvements constructed thereon when necessary for the maintenance, repair or replacement of any Common Elements (which include Limited Common Elements) or for making emergency repairs which are necessary to prevent damage to the Common Elements (which include Limited Common Elements) or to another Condominium Unit or Condominium Units; provided, however, such right of access shall not be deemed to be an easement and shall not unreasonably interfere with the Unit Owner's permitted use of the Condominium Unit and, except in the event of an emergency, entry into any Condominium Unit shall be made on reasonable notice to the Unit Owner.

(b) Easement of Support. Every portion of a Condominium Unit contributing to the support of a Building or an adjacent Condominium Unit shall be burdened with an easement of support for the benefit of all Condominium Units in the Building.

(c) Use of Common Elements. The Common Elements shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the Unit Owners and residents of the Condominium, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

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(d) Encroachments. If any portion of the Common Elements or Limited Common Elements encroaches upon any Condominium Unit; if any Condominium Unit encroaches upon any other Condominium Unit or upon any portion of the Common Elements or Limited Common Elements; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvement; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the Common Elements or Limited Common Elements made by or with the consent of the Association; or (iv) any repair or restoration of any improvements (or any portion thereof) or any Condominium Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Condominium Unit or the Common Elements or Limited Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand. Such easements shall exist to a distance of not more than three (3) feet, as measured from any common boundary between adjacent Condominium Units and between each Condominium Unit and any adjacent Common Element along a line perpendicular to such boundaries at such points. Any such easement for encroachment shall include an easement for the maintenance and use of encroaching improvements in favor of each of the Unit Owners and their respective designees.

(e) Overhanging Troughs and Gutters. There shall be easements for overhanging troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over the Condominium Units and the Condominium Property.

(f) Natural Growth. There shall be easements for over-hanging natural growth of trees and shrubbery over the Condominium Units, the Limited Common Elements and the Common Elements.

(g) Restrictions, Reservations and Easements of Record. The creation of this Condominium is subject to restrictions, reservations and easements which have been placed of record prior to the formation and filing hereof.

(h) Pedestrian and Vehicular Traffic. Easements for pedestrian traffic over, through and across sidewalks, driveways, paths, lanes and walks as the same may from time to time exist upon the Common Elements and the Limited Common Elements, including but not limited to the driveways; and for pedestrian and vehicular traffic and parking over, through, across and upon such portions of the Common Elements and the Limited Common Elements as may from time to time be paved and intended for such purposes, including but not limited to all driveways, same being for the use and benefit of the Association and the Unit Owners and residents of the Condominium and their employees, guests and invitees.

(i) Developer's Ingress and Egress and Utility Purposes. In addition to the foregoing, the Developer for itself, its successors, assigns, agents and employees, including, without limitation, any person residing within the Property described in Exhibit "A", their guests and invitees, their mortgagees, successors and assigns, expressly reserves an easement for ingress and egress and utility purposes over and across all roads existing from time to time within the property described in Exhibit "A", if such property is submitted to the condominium form of ownership.

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(j) Grant of Additional Easements; Modifications and Termination. The Association shall have the right to (i) grant and declare additional easements over, upon, under and/or across the Common Elements in favor of the Unit Owners and residents of the Condominium and their guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the Condominium in favor of the Association and/or the Unit Owners and residents of the Condominium and their guest and invitees or in favor of any person, entity, public or quasi-public authority or utility company, as the Association may deem desirable for the proper operation and maintenance of the Condominium or any portion thereof, or for the health, safety or welfare of the Unit Owners, or for any other reason or purpose. So long as such additional easements or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of Condominium Units for dwelling purposes, no joinder of any Unit Owner or any mortgagee of any Condominium Unit shall be required or, if same would unreasonably and adversely interfere with the use of any Condominium Unit for dwelling purposes, only the joinder of the Unit Owners and mortgagees of Condominium Units so affected shall be required. To the extent required, all Unit Owners hereby irrevocably appoint the Association as their attorney-in-fact for the foregoing purposes.

(k) Maintenance of Improvements. The Developer for itself and the Association reserves easements over the Condominium Property for ingress and egress, or for such other purposes as shall not unreasonably interfere with the customary use of the Condominium Property, including construction, maintenance, operation and the like over the Condominium Property.

(l) Sales and Leasing Activity. For as long as the Developer retains any ownership interest in any portion of the Condominium, or until Unit Owners other than the Developer have assumed control of the Association, the Developer, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements or Condominium Property for guest accommodations, model apartments and sales, leasing and construction offices, to show model Units and the Common Elements to prospective purchasers and tenants of Units and/or "units" or "improvements" intended to be constructed within the Condominium, and/or to erect on the Condominium Property signs and other promotional material to advertise Units or other portions of the Condominium, for sale or lease.

(m) Warranty. For as long as Developer remains liable under any warranty, whether statutory, express or implied, for act or omission of Developer in the development, construction, sale and marketing of the Condominium, then Developer and its contractors, agents and designees shall have the right, in Developer's sole discretion and from time to time and without requiring prior approval of the Association and/or any Unit Owner (provided, however, that absent an emergency situation, Developer shall provide reasonable advance notice), to enter the Condominium Property, including the Units, Common Elements and Limited Common Elements, for the purpose of inspecting, testing and surveying same to determine the need for repairs, improvements and/or replacements, and effecting same, so that Developer can fulfill any of its warranty obligations. **Nothing herein shall be deemed or construed as the Developer making or offering any warranty, all of which are disclaimed (except to the extent same may not be) as set forth in Section 24(c) below.**

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

(o) Easement for Collection for Stormwater Runoff and Flood Water. The Developer reserves for itself, its successors and assigns, and the Association, the non-exclusive right and easement, but not the obligation, to enter upon any part of Condominium to (a) install, keep, maintain and replace pumps in order to provide water for the irrigation of any of the Association property and Common Elements; (b) construct, maintain and repair any structure designed to divert, collect or retain water; and (c) remove trash and other debris. This easement shall not entitle the holders to construct or install any drainage systems or facilities over, under or through any existing Unit, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by and at the expense of the Person exercising this easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or the Owner's occupant. Further, every Unit and the Common Element shall be burdened with easements for natural drainage or stormwater runoff from other portions of the Condominium; provided, no Persons shall alter the natural drainage on any Unit so as to materially increase the drainage of stormwater onto adjacent portions of the Condominium without the consent of the Owner of the affected Property.

(p) Easements for Cross-Drainage. Every Unit and the Common Element shall be burdened with easements for natural drainage of storm water runoff from other portions of the Condominium; provided, no Person shall alter the natural drainage on any Unit after the development of the Condominium pursuant to approved permits, so as to materially increase the drainage of storm water onto adjacent portions of the Condominium without the consent of the Owner of the affected property.

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

(r) Cross Easements. Developer, for itself and for the owners of residences constructed on the Phases 2, 3, 4, 5 and 6 lands shown on Exhibit "A-1" attached, and the association(s) operating such Phases 2, 3, 4, 5 and 6 lands shown on Exhibit "A-1" attached, reserves a perpetual non-exclusive easement for utilities, drainage and ingress and egress,

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together with the right to maintain and repair same, over, under and across those portions of the Common Elements of this Condominium not occupied by a building. Further, Developer hereby grants to the Association and the Unit Owners a non-exclusive perpetual easement for utilities, drainage, parking and ingress and egress, together with the right to maintain and repair same, over, under and across the portions of the Phase 2, Phase 3, Phase 4, Phase 5 and Phase 6 lands not ultimately occupied by building(s) constructed by Developer or its successors or assigns.

(s) Light, Air and View. No Owner shall have an easement for light, air or view over the Unit of another Owner and no diminution of light, air or view by any building or improvement now existing or hereafter erected shall entitle the Owner or any other Person to claim any easement for light, air or view within the Condominium.

(t) Community Systems. The Condominium Property shall be subject to a perpetual non-exclusive easement for the installation and maintenance, including the right to read meters, service or repair lines and equipment, and to do everything and anything necessary to properly maintain and furnish the Community Systems and the facilities pertinent and necessary to the same, which easement shall run in favor of the Developer. The Developer shall have the right, but not the obligation, to install and provide the Community Systems and to provide the services available through the Community Systems to any and all Units within the Condominium Property. Neither the Association nor any Unit Owner shall have any interest therein. Any or all of such services may be provided either directly through the Association and paid for as part of the Assessments or directly to the Developer, any affiliate of the Developer, or a third party, by the Unit Owner who receives the services. The Community Systems shall be the property of the Developer unless transferred by the Developer, whereupon any proceeds of such transfer shall belong to the Developer. The Developer shall have the right but not the obligation to convey, transfer, sell or assign all or any portion of the Community Systems or all or any portion of the rights, duties or obligations with respect thereto, to the Association or to any Person. The rights of the Developer with respect to the Community Systems installed by the Developer and the services provided through such Community Systems are exclusive, and no other Person may provide such services through the Community Systems installed by the Developer without the prior written consent of the Developer. In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider of such services.

7. DEVELOPER'S UNITS AND PRIVILEGES Subject to the terms of Section 19, the Developer is empowered to sell, lease or rent Condominium Units to any person approved by it, unless prohibited by law. The Developer shall have the right to transact on the Condominium Property any business necessary to consummate the sale of Condominium Units, including but not limited to the right to maintain models, sales offices and construction trailers, erect signs, place employees in the office, use the Common Elements and show unsold Condominium Units. In addition to and without limiting the generality of the foregoing, the Developer shall have the right to show the Condominium Units it owns, the Limited Common Elements appurtenant thereto, if any, and the Common Elements to prospective purchasers and tenants, as well as the right to maintain a sales office, and to place and maintain signs and other promotional material

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on the Condominium Project. The sales office(s), signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. In the event there are unsold Condominium Units, the Developer retains the right to be the Owner thereof, under the same terms and conditions as other Owners, save for this right to sell, rent or lease as contained in this Section. In addition, the Developer retains the right to retain one or more Condominium Units as a guest house, to be used and enjoyed by the Developer, its affiliates, employees, invitees and licensees for any lawful purpose.

Moreover, the Developer hereby reserves the right, in its sole and absolute discretion, to alter, relocate, or revise the shoreline and/or boundary line of any lake constructed or located on the Land. Neither Developer nor the Association shall be liable to any Owner or other Unit Owner for any loss or damage arising out of the location or relocation of the boundary and/or shoreline of any lake constructed and Developer reserves the right to alter or change the shoreline of any lake, if constructed without the consent of any Unit Owner.

8. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS. The undivided share of the Common Expenses and ownership of the Common Elements and Common Surplus attributable to each Condominium Unit shall be computed upon the following basis:

(a) The Developer has not considered the size of the Unit in apportioning the Common Expenses and in determining the ownership of Common Elements and Common Surplus. Each Unit in Phase 1 has an undivided one fourth (1/4th) share in the ownership in the Condominium of the Common Elements and the Common Surplus, and in apportioning the Common Expenses.

(b) If and when the Developer elects to submit additional Phases to Condominium ownership, the percentage of the undivided ownership interest in the Common Elements appurtenant to each Unit of the prior Phases shall be automatically adjusted and the new percentage of the undivided ownership interest in the Common Elements appurtenant to each Unit Condominium at that time shall be determined by dividing one by the total number of Units which have been submitted to the Condominium ownership. Thus, for example, if and when Phase 2 is added to the Condominium and assuming that Phase 2 will have four (4) Units, each Unit in Phase 1 and Phase 2 will have appurtenant to it a one eighth (1/8th) undivided ownership interest in the Common Elements and the Common Surplus. The adjusted fractional undivided ownership interest in the Common Elements attributable to each Unit shall be binding upon the Unit Owners, their grantees, assigns, successors, executors or heirs of each and every Unit previously submitted to Condominium ownership pursuant to this Declaration.

9. COMMON EXPENSES AND COMMON SURPLUS.

(a) Common Expenses of the Condominium Association, as defined hereinabove, shall be shared by all Unit Owners in accordance with an undivided share in the ownership of the Common Elements and the Common Surplus attributable to each Condominium Unit submitted to condominium ownership, as set forth in Section 8 hereinabove. It is understood that this shall include all expenses in connection with any assessments, insurance and all other expenditures for which the Association shall be responsible.

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(b) The Common Surplus shall be owned by Unit Owners in accordance with the provisions set forth in Section 8 hereinabove as they relate to the undivided share in the ownership of the Common Elements and Common Surplus attributable to each Condominium Unit submitted to condominium ownership pursuant to this Declaration.

10. GOVERNING BODY. The affairs of the Condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation to conduct the affairs of the Condominium shall be Coastal Oaks at Nocatee Carriage Homes Condominium Association, Inc., the Articles of Incorporation of which are attached hereto as Exhibit "C" and are made a part hereof as though set out in full herein. The Bylaws of the Association are attached hereto as Exhibit "D" and are made a part hereof as though set out in full herein.

11. MEMBERSHIP IN THE ASSOCIATION.

(a) The Association shall at all times maintain a register setting forth names of the Owners of all of the Condominium Units and in the event of the sale or transfer of any Condominium Unit to a third party, the Purchaser or transferee shall notify the Association in writing of his interest in such Condominium Unit together with such recording information as shall be pertinent to identify the instrument by which Purchaser or Transferee has acquired his interest in the Condominium Unit. Further, the Owner of each Condominium Unit shall at all times, but no less than on an annual basis, provide to the Association the name and address of the party to whom any mortgage payments are made in connection with a mortgage on the Unit, the amount of such mortgage or mortgages and the recording information which shall be pertinent to identify the mortgage or mortgages (the "Mortgage Payment Advice Notice"). If, after providing the Association with the Mortgage Payment Advice Notice, the name and address of the party to whom payments are made changes, the Unit Owner shall, within fourteen (14) days of being advised of the new party or address to which payment on a mortgage is to be made, provide written notice to the Association of the change. The holder of any mortgage or mortgages upon any Condominium Unit may, if he or it so desires, notify the Association of the existence of any mortgage or mortgages held by such party on any Condominium Unit and, upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

The Board of Directors of the Association may adopt such rules and regulations as are necessary to implement the terms of this Section, including but not limited to requiring a Unit Owner to reimburse the Association for any costs incurred by the Association to remedy such Unit Owner's failure to comply with the provisions of this Section. Furthermore, any damages suffered by the Association with respect thereto shall be charged to the Unit Owner and the Association may levy a fine against the Unit Owner which is enforceable in the manner provided by the terms and conditions of this Declaration.

(b) The Developer and all persons hereinafter owning an interest in the Condominium Units, whose interest is evidenced by the recordation of a proper instrument in the Public Records of St. Johns County, Florida, shall automatically be members of the Association and such membership shall automatically terminate when such persons have divested themselves of such interest.

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(c) An Owner or Owners of a single Condominium Unit shall collectively be entitled to one (1) vote for that Condominium Unit, which vote shall be cast by the voting member. If any Condominium Unit is owned by more than one person, other than a husband and wife, one of the Owners of such Condominium Unit shall be designated, by a duly sworn certificate signed by all of the record Owners of the Condominium Unit and filed with the Secretary of the Association, as the voting member for that Condominium Unit. Failure by all Owners of a Condominium Unit (except in the case of a husband and wife who are the sole owners of the Condominium Unit) to file such a sworn certificate with the Secretary prior to a members' meeting shall result in depriving such Owners of a vote at such meeting. In the case of a corporation, partnership or joint venture, the officer, director, agent or partner entitled to vote shall be designated by a certificate signed by the appropriate officer, director or partner of such entity and filed with the Secretary of the Association. In the case a husband and wife are the sole owners of the Condominium Unit, they need not designate the voting member and either of them appearing at a meeting of the members may, if there is no objection from the other, cast the voting interest for that Condominium Unit. The appearance at any meeting of any co-owner of a Condominium Unit shall constitute that Condominium Unit's presence for the purpose of establishing a quorum, whether or not the co-owner in attendance is authorized to vote. Whenever a particular numerical or percentage vote is called for or provided for in this Declaration or the Articles or Bylaws, unless the particular provision describing the vote required shall specifically require to the contrary, the vote required shall be that percentage or fraction of the total number of voting interest of the Unit Owners present and voting or, if the provision involved so requires, that percentage or fraction of the total number of votes entitled to be voted on the matter. Unless a particular provision shall require otherwise, a majority vote of the number of voting interests of Unit Owners present and voting and entitled to vote on any matter shall be controlling, provided a quorum is present. A person or entity owning an interest in more than one (1) Condominium Unit may be designated as a voting member for each Condominium Unit which he or it owns and may cast one (1) vote for each such Condominium Unit.

(d) There shall be one (1) voting member for each Condominium Unit submitted to condominium ownership pursuant to this Declaration and amendments hereto.

(e) All the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association, consisting of not less than three (3) and not more than seven (7) voting Members who are to be elected annually by the voting members; provided, at all times there may only be an odd number of Directors on the Board.

(f) Subsequent to the filing of this Declaration, the Association, when authorized by a vote of two-thirds (2/3) of the total vote of the members of said Association, may 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 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. The expense of ownership, rental 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.

12. AMENDMENT OF DECLARATION.

(a) This Declaration may be amended by affirmative vote of 66 2/3% of the Unit Owners at a meeting duly called for such purpose pursuant to the Bylaws; provided, however, that no amendment shall be made which shall in any manner impair the security of an Institutional Mortgagee having a mortgage or other lien against any one or more Condominium Units or Condominium Parcels, or any other record Unit Owners of liens thereon. However, if such amendment is only for the purpose to correct an error or omission in this Declaration or in other documentation required by law to establish the condominium form of Unit Ownership, then such amendment shall nevertheless be effective when duly passed by an affirmative vote of fifty-one (51%) percent of the Unit Owners of the Association present or represented by written proxy in accordance with the Bylaws and recorded among the Public Records of St. Johns County; provided, however, that the property rights of the Unit Owners are not materially and/or adversely affected by such amendment.

(b) Unless otherwise specified to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus (any such change or alteration being a “**Material Amendment**”), unless the record Owner(s) thereof, and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment and the amendment is otherwise approved by in excess of 66 2/3% or more of the voting interests of Unit Owners. The acquisition of property by the Association, material alterations or substantial additions to such property or the Common Elements by the Association and installation, replacement, operation, repair and maintenance of approved hurricane shutters, if in accordance with the provisions of this Declaration, shall not be deemed to constitute a material alteration or modification of the appurtenances of the Units, and accordingly, shall not constitute a Material Amendment. Moreover, no amendment may be made to this Declaration which would affect the Surface Water Management System and Storm Water Management System, including the water management portions of the Common Elements, without the prior written approval of the St. Johns Water Management District.

(c) Notwithstanding anything herein contained to the contrary, during the time the Developer has the right to elect a majority of the Board of Directors of the Association, this Declaration, the Articles of Incorporation or the By-Laws of the Association may be amended by the Developer alone, without requiring the consent of any other party, to effect any change whatsoever, except for an amendment: (i) to permit time-share estates (which must be approved by all Unit Owners and mortgagees on Units); or (ii) to effect a Material Amendment which must be approved in the manner set forth in Section 12(b) above. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer, without the consent of the Developer in each instance.

(d) An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association, executed either by the President of the Association or a majority of the members of the Board of Directors which shall include recording data identifying this Declaration and shall be executed

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with the same formalities required for the execution of a deed. An amendment of this Declaration is effective when the applicable certificate is properly recorded in the public records of the County. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text and underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicated to words added or deleted but, instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: ("Substantial rewording of the Declaration. See provision ___ for present text.").

(e) If it shall appear through scrivener's error, that a Condominium Unit has not been designated as owning an appropriate undivided share of the Common Elements or does not bear an appropriate share of the Common Expenses or that all the Common Expenses or interest in the Common Surplus or all of the Common Elements in the Condominium have not been distributed in this Declaration, such that the sum total of the shares of Common Elements which have been distributed or the sum total of the shares of the Common Expenses or Unit Ownership of Common Surplus fail to equal one hundred (100%) percent (or if it shall appear that, through such error, more than one hundred (100%) percent of Common Elements or Common Expenses or Unit Ownership of the Common Surplus shall have been distributed) such error may be corrected by the filing of an amendment to this Declaration approved by the Board or fifty-one percent (51%) of the Unit Owners. The amendment to this Declaration shall be evidenced by a certificate of the Association which shall include the recording data identifying this Declaration and shall be executed in the form required for the execution of a deed and recorded in the Public Records of St. Johns County, Florida.

(f) Notwithstanding any provision of this Declaration to the contrary, mortgagee consent shall not be required for any amendment to this Declaration unless such amendment materially affects the rights and interests of any mortgagee, or is otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and no mortgagee shall unreasonably withhold its consent to any proposed amendment. Except for amendments to this Declaration changing the configuration or size of any Condominium Unit in any material fashion, materially altering or modifying the appurtenances to any Condominium Unit, or changing the proportion or percentage by which the Unit Owner of any Condominium Unit shares the common expenses and owns any common surplus and except for any amendments to this Declaration permitting time-share estates, amendment to this Declaration shall be presumed not to materially affect the rights or interests of mortgagees. In the event that mortgagee(s) consent to any amendment to this Declaration is provided other than by a properly recorded joinder, such consent shall be evidenced by an affidavit of an officer of the Association recorded in the Public Records of St. Johns County, Florida. This Section may not be amended without the consent of the Developer and all of the mortgagees of Condominium Units.

(g) Developer reserves the right to unilaterally amend this Declaration at any time and from time to time, if such amendment is (i) necessary to comply with requirements of FNMA, FHLMC, the Government National Mortgage Association, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans' Administration, or

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any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee, or otherwise deal with the first mortgages covering units; and (iii) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make or consent to an amendment pursuant to this section made on behalf of each unit owner in the Association. Each deed, mortgage, trust deed or other evidence of obligation or other instrument affecting a unit in acceptance thereof shall be deemed to be granted acknowledgment of, and a consent to the reservation of, the power of the Developer to make, execute and record an amendment pursuant to this section.

(h) Any amendment which would materially adversely affect the Surface Water Management System and Storm Water Management System, must have the prior written approval of the St. Johns River Water Management District.

(i) Notwithstanding any provision to the contrary, in the event of conflict between this Paragraph and Paragraph 29, the terms of Paragraph 29 shall control. The Developer has the right to amend this Declaration so as to submit to Condominium form of ownership the additional Phases set forth in Paragraph 28 of this Declaration, together with improvements thereon as part and parcel of this Condominium without the consent thereto by the Association, Unit Owners other than the Developer, lienors or mortgagees of Units.

13. TYPE OF OWNERSHIP. Ownership of each Condominium Parcel, which shall include the Condominium Unit and the undivided share in the Common Elements herein specified, shall be evidenced by Special Warranty Deed from the Developer conveying fee simple title to the Condominium Parcel, and such change shall not be deemed an amendment changing the configuration or size of a Condominium Unit.

14. ASSESSMENTS, LIABILITY, LIEN, INTEREST, COLLECTION.

(a) The Association, through its Board of Directors, shall have the power to make and collect assessments, special assessments and such other assessments as are provided for by the Condominium Act, this Declaration and/or the Bylaws.

(b) Common Expenses shall include but not be limited to costs and expenses incurred or expended by the Association for operation, maintenance and management of the Condominium Property for the maintenance, repair and/or replacement of roads, or other improvements benefiting the Condominium Property or any part thereof, property taxes and assessments against the Condominium Property (until such time as any of such taxes and assessments are made against the Condominium Parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the Condominium Property as a whole), insurance premiums as described in Section 17, legal and accounting fees, management fees and operating expenses of the Condominium Property and the Association; maintenance, repairs and replacement (but only as to the Common Elements and Limited Common Elements, except for emergency repairs or replacements to individual Condominium Units deemed necessary to protect the Common Elements and if properly chargeable to the individual

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Condominium Unit concerned the Association may nevertheless thereafter charge such individual Unit Owner concerned), charges for utility (including but not limited to gas) and water used in common for the benefit of the Condominium or if not separately metered for each unit and any bulk metered or bulk calculated utility services (including but not limited to cable and/or Internet) rendered to the Condominium Property or the Condominium Units for their benefit, cleaning and janitorial services for the Common Elements and Limited Common Elements, and liability incurred by the Association in and about the enforcement of its rights and duties against the members or others, and the creation of reasonable contingency or reserve requirements for the protection of the members and the Condominium Property (i.e., reserves for replacements, operating reserve to cover deficiencies and unforeseen contingencies if such reserves are not waived), expenses of any items or services required by any federal, state or local governmental entity to be installed, maintained, or supplied to the Condominium Property by the Association, including fire safety equipment or water or sewer service where a master meter serves the Condominium, the expense of installation, replacement, operation, repair and maintenance of hurricane shutters or other hurricane protections by the Board, the cost of fidelity insurance or a fidelity bond, as applicable, and all other expenses declared by the Board of Directors of the Association to be Common Expenses from time to time, and any and all other sums due from the Association under any lease, contract or undertaking for recreational facilities. In addition, the Association shall collect on behalf of the Master Association all assessments owed to the Master Association by each Unit as described in Section 36 of this Declaration, and such assessments shall not constitute Common Expenses of the Association.

(c) The Association shall estimate from time to time the amount of Common Expenses it expects to incur and the period of time involved therein and shall assess sufficient monies from Unit Owners to meet this estimate. Assessments for Common Expenses shall be borne by Unit Owners in the portions or shares set forth in Sections 8 and 9 hereinabove. Assessments shall be payable monthly or in such other installments and at such other times as may be fixed by the Board of Directors.

(d) Should the Association through its Board of Directors at any time determine that the assessments made are not sufficient to pay the Common Expenses or, in the event of emergencies, the Board of Directors shall have the authority to levy and collect additional assessments to meet such needs of the Association.

(e) All notices of assessments from the Association to the Unit Owners shall designate when they are due and payable. If a Member becomes delinquent in paying assessments, the Board may revoke certain privileges within the Condominium as the Board may determine from time to time, including, but not limited to, certain parking rights and access to recreational facilities.

(f) The Association has a lien on each Condominium Unit for any unpaid assessments, regular or special, made hereunder and costs incurred in collecting same, including reasonable attorneys' fees and interest (as described in Section 14(g) below), which are incident to the collection of the assessment with respect to said Condominium Unit or enforcement of the lien. The lien is effective from and shall relate back to the recording of this Declaration of Condominium or an amendment hereto creating the Unit. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien. The lien shall be recorded

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in the Public Records of St. Johns County and provide for the description of the Condominium Unit, the name of the record owner, the name and address of the Association, the amount due and the due dates; provided, however, no lien may be filed by the Association against a Condominium Parcel until thirty (30) days after the date on which a notice of intent to file a lien has been delivered to the Owner by certified mail, return receipt requested, and by first-class United States mail to the Owner and the Owner's last known address as reflected in the records of the Association; provided, however, if the address reflected in the records of the Association is outside the United States, then the notice must be sent first-class United States mail to the Condominium Parcel and to the last known address by regular mail with international postage, which will be deemed sufficient. Delivery of the notice will be deemed given upon mailing, or alternatively, notice will be complete if served on the Owner in the manner authorized by Chapter 48, *Florida Statutes*, and the Florida Rules of Civil Procedure.

(g) In addition to the lien rights set forth above, the Association shall be entitled to collect interest at a rate determined by the Association which rate shall not exceed the highest rate allowed by law from the due date until the date of payment of any assessment, regular or special, made hereunder which is not paid within ten (10) days of the due date of any such assessment. Also, the Association may charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of Twenty-Five and No/100 Dollars (\$25.00) or five percent (5%) of each installment of the assessment for each delinquent installment that the payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent assessment.

(h) A Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure is liable for all assessments which come due while he or she is the Unit Owner. Additionally, a Unit Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. The liability of a first mortgagee or its successors or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the maximum amount that the condominium association can collect under Chapter 718, *Florida Statutes*, as it exists on the date hereof.

The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Condominium Parcel and proceed in the same manner as provided in this Section for the collection of unpaid assessments.

(i) The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

(j) The Developer shall not be liable for the payment of assessments on Condominium Units that it owns during the period that the Developer has guaranteed the assessment, since the Developer guarantees to each Unit Owner that assessment of Common

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Expenses of the Condominium imposed upon each Unit Owner other than the Developer will not exceed the following amounts for each Unit for the stated periods:

Monthly Amount (Period beginning upon recording this Declaration through remainder of the first fiscal year)	Monthly Amount (the period for the 2nd fiscal year)	Monthly Amount (for the period from the 1st day of the 3rd fiscal year, through end of guarantee period)
\$534.37	\$609.18	\$694.47

(The above increases in the guaranteed amount from one fiscal year to the next are based on a 14.9% inflator, which was utilized in order to comply with Section 718.112(2)(e)(2.a.), Fla. Stat., but such increases are not necessarily indicative that budgeted assessments of Common Expenses will rise by the same percentage.)

The guarantee period commences with the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e), Fla. Stat., and continues until the expiration of twenty four (24) months thereafter or turnover of control of the Association, which-ever occurs earlier (“**Initial Termination Date**”). The Association's fiscal year shall be from January 1 through December 31, unless the Board determines otherwise. During such period, the Developer will pay to the Association any amount of Common Expenses incurred during that period which exceeds the guaranteed level of assessments against other Unit Owners. However, any Common Expenses incurred during the guaranty period resulting from a natural disaster or act of God, which are not covered by insurance proceeds from the insurance maintained by the Association, will be assessed against all Owners as of the date of such nature disaster or act of God, including the Developer; provided, that during any period of time the Developer controls the Association pursuant to Section 718.301, *Florida Statutes*, the Association maintains all insurance coverage as required by Section 718.111, *Florida Statutes*. After the Initial Termination Date, the Developer will have the option of extending the guarantee for one or more additional stated periods by written notice to the Board, although the monthly guarantee amount shall be the same as the last level set forth above.

15. **MAINTENANCE**. The responsibility for the maintenance of the Condominium Property as it may apply hereafter, shall be as follows:

(a) **By the Association**. The Association shall be responsible for the maintenance, repair or replacement of the following:

(1) All Common Elements.

(2) All portions of the Condominium Units (except interior wall surfaces) contributing to the support of the Building, which portions shall include, but not be limited to, the outside walls of the Building, load bearing columns, the roofs of the Buildings and the skylights, if any, on the Condominium Property.

(3) All Common Elements including but not limited to conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which

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are contained in the portions of the Condominium Unit contributing to the support of the Building or within interior boundary walls and all such facilities contained within a Condominium Unit which service part or parts of the Condominium other than the Condominium Unit within which it is contained.

(4) All Limited Common Elements except as described in subparagraph 15(b) of this Declaration.

(5) All incidental damage caused to a Condominium Unit by such work shall be promptly repaired at the expense of the Association.

(6) The Surface Water Management System and Storm Water Management System, permitted by the St. Johns River Water Management District, including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances.

(7) Assumption of all obligations (including monetary and reporting requirements) of Developer under all permits for the Condominium, including but not limited to, the St. Johns River Water Management District Permit issued by the St. Johns River Water Management District (Permit No. 4-109-87432-5).

(b) By the Unit Owner. Each Unit Owner shall operate, maintain, repair and replace, at the Unit Owner's expense:

(1) All portions of the Condominium Unit, if any, except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the Unit Owner shall be windows, screens on windows and doors on the exterior of his Condominium Unit, and framing for same, consistent with all existing materials and styles. All such maintenance, repairs and replacements shall be done without disturbing the rights of other Unit Owners.

(2) The air conditioning and heating systems exclusively serving the Unit Owner's Condominium Unit, whether inside or outside of his Condominium Unit.

(3) The garage.

(4) Within the Owner's Condominium Unit, all cabinets, electrical fixtures, appliances, water heaters, carpeting and other floor coverings, sinks, fans, stoves, refrigerators, washers, if any, dryers, if any, disposals, if any, compactors, if any, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, television transmission, sewage and sanitary service to the Condominium Unit, as well as all personal property of the Unit Owner.

All property to be maintained, repaired and/or replaced by a Unit Owner shall be maintained at all times in a first class condition and in good working order, if same affects the exterior appearance of the Condominium, so as

to preserve a well-kept appearance throughout the Condominium, and no such maintenance repair or replacement shall be performed in a manner which changes or alters the exterior appearance of the Condominium from its original appearance or condition without the prior written consent of the Association. All property to be maintained, repaired and/or replaced by a Unit Owner which is inside of the Unit Owner's Condominium Unit and which does not affect the exterior appearance of the Condominium shall be maintained at all times in a condition which does not and will not adversely affect any other Unit Owner or any portion of the Condominium Property.

No Unit Owner shall operate, maintain, repair or replace any portion of the Common Elements or Common Facilities to be operated, maintained, repaired and/or replaced by the Association without first obtaining written approval from the Association. Each Unit Owner shall promptly report to the Association any defects or need for repairs, maintenance or replacements, the responsibility for which is that of the Association.

Notwithstanding anything herein to the contrary, the cost and expense of any maintenance, repair or replacement of the Condominium Property necessitated by the negligence, misuse or neglect of a specific Unit Owner(s) shall be the sole responsibility of said Unit Owner(s).

(c) At the option of the Association:

The Association may, but shall not be obligated to, at its own expense:

(1) Use and expend the assessments collected, to maintain, care for and preserve the Condominium Property, except those portions thereof which are expressly required to be maintained, cared for and preserved by the Unit Owners and except that assessments for reserves shall be used for the purposes for which they are reserved unless their use for other purposes is approved in advance by a vote of the majority of the voting interest of the Association at a duly called meeting;

(2) Purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;

(3) Enter into and upon the Condominium Units when necessary and with as little inconvenience to the Owners as possible in connection with the maintenance, repair or replacement of any Common Elements including any Limited Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements including any Limited Common Elements or to another Condominium Unit or Condominium Units. Whenever it is necessary to enter any Condominium Unit for the purpose of performing any such maintenance, repair and replacement, the Unit Owner shall permit the Association or persons authorized by it to enter the Condominium Unit for such purposes, provided that such entry may be made only at reasonable times and with

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reasonable advance notice, except that in the case of an emergency, no advance notice will be required. To facilitate entry in the event of any emergency, the Owner of each Condominium Unit, if required by the Association, shall deposit a key to his Condominium Unit with the Board of Directors;

(4) Insure and keep insured said Condominium Property in the manner set forth in this Declaration against loss from fire and/or other casualty, and Unit Owners against public liability and to purchase such other insurance as the Board of Directors may deem advisable, all as may be reasonably available;

(5) Collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Unit Owners for violation of the Bylaws, the Rules and Regulations, if any, and the terms and conditions of this Declaration;

(6) Employ workmen, janitors and gardeners and purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed advisable and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the Buildings and the Condominium Property;

(7) Pay any charge, assessment or tax imposed by any improvement district or special taxing district; and

(8) Perform any other tasks or functions permitted pursuant to the Articles of Incorporation.

The failure of the Association to exercise any of the above rights shall not constitute a waiver of such rights.

(d) Lake Maintenance. Developer and the Association hereby grant to St. Johns County all of the Association's rights, but not obligations, to maintain the lakes, the drainage easements and the lake maintenance easements granted by the Developer to the Association.

(e) County Improvements. Pursuant to the zoning and permitting approval for the Community, St. Johns County required the Developer to agree that, to the extent required by St. Johns County, the Developer and/or the Association, shall construct certain facilities to control offsite runoff resulting from the storm water. Specifically, the Developer and/or Association shall be responsible for providing, in a manner consistent with the Developer's Project Development Plans, adequate facilities and/or flowways necessary to pass through the Community boundaries, the stormwater. Design of the improvements shall be closely coordinated with the County's Stormwater Management Department and the St. Johns River Water Management District.

(f) Conservation Areas. No person may alter the Conservation Areas, including but not limited to all wetlands and upland buffer areas, from their natural and/or permitted condition; provided, however, the Association and Developer may remove all exotic or

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nuisance vegetation as permitted under the St. Johns River Water Management District permit pertaining to the Condominium, or restore any Conservation Area as set forth in any restoration plan contained in a conservation easement created for the Conservation Areas. Exotic vegetation may include, but is not limited to, melaleuca, Brazilian pepper, Australian pine, Japanese climbing fern or any other species currently listed by the Florida Exotic Pest Plant Council. Nuisance vegetation may include cattails, primrose willow and grapevine.

(g) Community Development District. The Community Development District is responsible for maintenance of the following infrastructure improvements, whether located on the Condominium Property or servicing the Condominium Property and the community of Coastal Oaks.

(1) The Surface Water Management System and the Storm Water Management System, permitted by the St. Johns River Water Management District, including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances.

(2) The roadways outside of Coastal Oaks providing access to Coastal Oaks.

(3) Landscaping and hardscaping located on lands owned by the Community Development District, including plantings, pavers and other hard surfaces and associated elements such as fountains, public art, benches, trash containers, special street and other lighting.

(4) Nocatee community recreational areas including but not limited to the Nocatee parks and aquatic center.

(h) Maintenance Manuals. In performing routine maintenance upon any portion of the Condominium or any related property or systems associated therewith, the Association and/or any Owner (and any of either of their contractors, agents or designees) shall (i) comply with any and all requirements imposed by the manufacturer of any such matter or item in order to maintain any manufacturer warranty(ies) applicable to the matter or item being maintained, as well as (ii) comply with any and all maintenance manuals associated with the matter or item being maintained.

16. ENFORCEMENT OF MAINTENANCE. In the event a Unit Owner fails to operate, maintain or repair his Condominium Unit, as required in Section 15 above, the Association or any other Unit Owner shall have the right to petition to the Division of Florida Land Sales, Condominiums and Mobile Homes for mandatory non-binding arbitration, as more specifically set forth in the Arbitration Rules of Procedure promulgated by the Division.

17. INSURANCE. The insurance (other than title insurance) which shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

(a) Purchase; named insured; custody and payment of policies. The Association shall use its reasonable efforts to obtain and maintain adequate insurance to protect

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the Association, the Common Elements, Limited Common Elements (but excluding any equipment, furnishings and/or personal property of any Owner) and the respective Condominium Units for the full replacement or insurable value thereof. The named insured shall be the Association individually and as an agent for the Unit Owners covered by the policy without naming them and their mortgagees to the extent of their respective interests. Unit Owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability. All Association policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (as described in Section 17(n)) (if appointed). All policies shall provide thirty (30) days' notice of cancellation to the Association. The above insurance provision specifically does not include coverage on personal property coverage for floor coverings, wall coverings and ceiling coverings of each Condominium Unit or for personal liability or living expenses of Unit Owners. Each Unit Owner should obtain insurance coverage at his own expense to protect his Condominium Unit, furnishings, including floor coverings, wall coverings or ceiling coverings, furniture, personal property, personal liability, and living expenses and all electrical fixtures, appliances, air conditioner, heating equipment, water heater and built-in cabinets located within the Condominium Unit. The insurance coverage acquired by the Association does not protect a Unit Owner against liability, personal injury or damage occurring within his Condominium Unit; it does not cover loss or damage to the Unit and its contents resulting from fire, theft, loss, vandalism, wind, water, rain, hurricanes or other casualty, and does not include floor coverings, wall coverings, ceiling coverings, living expenses and all electrical fixtures, appliances, air conditioner, heating equipment, water heater and built-in cabinets located within the Condominium Unit. It shall be the obligation of the individual Unit Owner to purchase and pay for any insurance covering such risks. Notwithstanding the certain types of insurance required to be obtained pursuant to this Section, in obtaining insurance the Board (exercising its best efforts to obtain and maintain the insurance policies) may consider such factors as availability of types of insurance and the market for insurance premiums in deciding which type of insurance and the amounts of coverage to obtain; provided, however, that in no event will the Association purchase less insurance (in terms of coverage or type) than is required by §718.111(11), *Florida Statutes*.

Notwithstanding anything to the contrary contained herein, in lieu of the foregoing, the Developer may (but shall not be obligated) to include the Association on its master insurance policy for a period of time as determined by the Developer in its sole and absolute discretion.

(b) Coverage.

(1) All building and improvements on the Condominium Property must be insured in an amount equal to one hundred percent (100%) of the current replacement cost (less reasonable, market rate deductibles), exclusive of land, foundation and excavation costs, and all other items normally excluded from coverage, as determined by an independent insurance appraisal or update of the previous appraisal. The replacement cost will be determined at least once every thirty-six (36) months. All Association Property must be insured for its current replacement cost, as determined from time to time by the Board. Each hazard insurance policy issued or renewed for the purpose of protecting the Condominium must include primary coverage for: (i) all portions of the

Condominium Property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications; (ii) all alterations or additions made to the Condominium Property or the Association Property pursuant to Section 718.113(2), *Florida Statutes*; and (ii) the coverage must exclude: (a) all personal property within the Units or Limited Common Elements; (b) all floor, wall, and ceiling coverings; (c) electrical fixtures, appliances, water heaters, water filters, built-in cabinets, and countertops; (d) window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components; or (e) replacements of the foregoing.

(2) Public liability coverage in such amounts and with such coverage as shall be required by the Board of Directors of the Association.

(3) Workers' compensation coverage to meet legal requirements.

(4) Flood insurance coverage to meet legal requirements.

(5) Fidelity Bonds. Fidelity insurance coverage will be carried in the name of the Association for all officers, directors and employees of the Association and all other person who control or disburse funds of the Association, including those individuals authorized to sign checks on behalf of the Association. The total amount of fidelity bond coverage must cover the maximum funds that will be in custody of the Association or the management company at any one time. The cost of fidelity insurance coverage or the fidelity bond, as applicable, will be a Common Expense.

(6) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(c) Hazard Insurance Coverage by Owners. Every hazard insurance policy issued to Owners must conform to the requirements set forth in § 627.714, *Florida Statutes*. Furthermore, the coverage afforded by such policy shall be excess coverage over the amount recoverable under any other policy covering the same property, that there is special assessment coverage of no less than two-thousand dollars (\$2,000) per occurrence, that the policy does not provide rights of subrogation against the Association, that coverage for all improvements or additions to the Condominium Property that benefit fewer than all Unit Owners have the use thereof (may be insured by the Association at the cost of the Unit Owners having the use thereof), and that the Association is named as an additional named insured and loss payee. Owners will provide evidence of a currently effective policy to the Association upon request, but not more than once a year, provided that each Owner shall affirmatively provide prompt notice (without request) of any change or modification to existing effective policies. Notwithstanding the foregoing, the Unit Owner coverage afforded by any such policy as described herein shall satisfy the requirements set forth in § 627.714, *Florida Statutes*.

(d) Premiums. Premiums upon such insurance policies purchased by the Association shall be a Common Expense; provided, however all deductibles must be consistent with industry standards and prevailing practices for similar communities. Furthermore, all

uninsured losses and other damages in excess of hazard insurance coverage under the hazard insurance policies maintained by the Association are a Common Expense, except that:

(1) An Owner is responsible for the costs of repair or replacement of any portion of the Condominium Property not paid by insurance proceeds, if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of Condominium Documents by such Owner or such Owner's guests, without compromise of the subrogation rights of any insurer.

(2) An Owner is responsible for the costs of repair or replacement of personal property of such Owner or the Association, as well as other property, whether real or personal, which Owners are required to be insured pursuant to this Declaration.

(3) To the extent the cost of repair or reconstruction for which an Owner is responsible is reimbursed to the Association by insurance proceeds, and, to the extent the Association has collected the cost of such repair or reconstruction from such Owner, the Association will reimburse such Owner without the waiver of any rights of subrogation.

(4) The Association is not obligated to pay for repair or reconstruction or repairs casually losses as a Common Expense if the casualty losses were known or should have been known to an Owner and were not reported to the Association until after the insurance claim of the Association for that casualty was settled or resolved with finality, or denied on the basis that the claim was untimely filed.

(5) The Association is not obligated to pay for any reconstruction or repair expenses by a current or former Owner of the Unit or by Developer if the improvement benefits only the Unit for which such improvement was installed and is not part of all Units as part of original construction, whether or not such improvement is located within the Unit; provided, however, this does not relieve any party of its obligations regarding recovery due under any insurance implemented specifically for any such improvements.

(e) Shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee (if appointed) as agent for the Association, the Unit Owners and their mortgagees. The duty of the Insurance Trustee shall be to receive the insurance proceeds and other funds that are paid to it and hold the same in trust for the purposes stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares; provided, however, that the distribution of proceeds to any mortgagee may not exceed an Owner's share of the proceeds:

(1) Unit Owners. An undivided share for each Unit Owner, that share being the same as the undivided share in the Common Elements appurtenant to his Condominium Unit.

(2) Mortgagees. In the event a mortgagee endorsement of an insurance policy has been issued as to a Condominium Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear. Any Institutional Mortgagee or person holding a mortgage on a Condominium Unit shall be entitled to request and receive a mortgagee endorsement to the hazard insurance carried by the Association if such mortgagee endorsement is reasonably available, and a copy of the policy. No mortgagee shall have any right to 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 of proceeds made to the Unit Owner and mortgagee, which distributions shall be made by check payable jointly to the Unit Owner and mortgagee.

(f) Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee (if appointed) shall be distributed to or for the benefit of the beneficial owners in the manner hereafter provided.

(g) Association as agent. The Association is irrevocably appointed agent for each Unit Owner and for each holder of a mortgage or other lien upon a Condominium 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.

(h) Determination whether to reconstruct and repair. Whether or not Condominium Property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

(1) Lesser Damage. If two-thirds (2/3) or more of the Condominium Units are tenable after the casualty (as determined by the Board of Directors of the Association), the damaged Condominium Property shall be reconstructed and repaired.

(2) Major Damage. If less than two thirds (2/3) of the Condominium Units are tenable after the casualty (as determined by the Board of Directors of the Association), whether the damaged Property will be reconstructed and repaired or the Condominium terminated shall be determined at a meeting of Unit Owners which shall be held within sixty (60) days from the casualty. Notice of such meeting shall be properly given to all such Unit Owners, and a majority of the voting interests shall constitute a quorum for such meeting. If the reconstruction and repair is approved at the meeting by a majority of the Unit Owners present at the meeting, the damaged Condominium Property will be reconstructed and repaired; but if not so approved, the Condominium shall be terminated in the manner provided in this Declaration for termination by agreement, except that no further consent or vote of Unit Owners or mortgagees shall be required for such termination, it being conclusively presumed in such

instance that the required number of Unit Owners and mortgagees have consented to such termination.

(3) Binding Decision. The Board of Directors of the Association's decision as to whether or not less than two-thirds (2/3) of the Condominium Units are tenantable after a casualty shall be binding upon all Unit Owners.

(i) Responsibility for reconstruction and repair. All reconstruction work after a casualty loss will be undertaken by the Association; provided, however, an Owner may undertake reconstruction work on portion of such Owner's Unit with the prior written consent of the Board and such reconstruction work may be conditioned upon the approval of repair methods, the qualifications of the proposed contractor (which shall include but not be limited to confirmation that the proposed contractor is licensed and insured under applicable city and/or county ordinances and/or regulations), or the contract that is used for that purpose. Owners are responsible for the cost of reconstruction of any portion of the Condominium Property that such Owner was required to carry insurance and any such reconstruction work undertaken by the Association shall be chargeable to such Owner and enforceable as an Assessment pursuant to §718.116, *Florida Statutes*.

(j) Plans and Specifications. Any reconstruction and repair must be substantially in accordance with the plans and specifications for the original improvements or, if not, then according to plans and specifications approved by the Board of Directors of the Association and two-thirds (2/3) of the voting interests.

(k) Assessments, determination of sufficiency of funds. If the proceeds of insurance are not sufficient to defray the costs of construction and repair for which the Association is responsible, assessments shall be made by the Association against all Unit Owners in sufficient amounts to provide funds for the payment of those costs previously incurred or to be incurred. The assessments shall be made as for a Common Expense.

(l) Disbursement of Funds. The funds held by the Insurance Trustee (if appointed) after a casualty, which will consist of proceeds of insurance and the sums collected from assessments against Unit Owners on account of the casualty, shall be disbursed in the following manner and order:

(1) Termination of the Condominium. If the Condominium is terminated by failure of the Unit Owners to approve reconstruction and repair after Major Damage, the insurance funds shall be remitted jointly to the Unit Owners and their mortgagees of the damaged Condominium Units to compensate them for the cost of reconstruction and repair. The Unit Owners and their mortgagees of the damaged Condominium Unit shall receive a share equal to the estimated cost of reconstruction and repair of the damage in each Condominium Unit as it bears to the total of these costs in all damaged Condominium Units; provided, however, that no Unit Owner and his mortgagee shall be paid an amount in excess of the estimated cost of repair of his Condominium Unit. The remaining funds shall be owned by the Unit Owners and their mortgagees as their interests appear, in the undivided shares in which they own the Common

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Elements prior to the termination, and shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being made payable jointly to them.

(2) Reconstruction and repair of damage. If the damaged property is to be reconstructed and repaired, the funds shall be disbursed in the following manner:

(i) If the estimated costs of reconstruction and repair which are the responsibility of the Association do not exceed Ten Thousand Dollars (\$10,000.00), the funds shall be disbursed by the Insurance Trustee (if appointed) upon the order of the Association in payment of these costs.

(ii) If the estimated costs of reconstruction and repair which are the responsibility of the Association exceed Ten Thousand Dollars (\$10,000.00), the funds shall be disbursed by the Insurance Trustee (if appointed) in payment of these costs in the manner required by the Board of Directors of the Association, which shall supervise the work and approve all disbursements as being due and properly payable.

(iii) If there is a balance of insurance proceeds after payment of the cost of reconstruction and repair which are the responsibility of the Association, this balance shall be distributed to owners of damaged Condominium Units who have responsibility for reconstruction and repair of their Condominium Units. The distribution shall be in the shares that the estimated cost of reconstruction and repair of this damage in each damaged Condominium Unit bears to the total of these costs in all damaged Condominium Units; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated cost of repair of his Condominium Unit. If there is a mortgage upon a Condominium Unit, the distribution shall be paid to the Unit Owner and the mortgagee jointly and they may use the proceeds as they may determine.

(m) Benefit of mortgagees. The provisions in this section are for the benefit of mortgagees of Condominium Units as well as Unit Owners, and may be enforced by any such mortgagee, and shall not be amended without the consent of all Institutional Mortgagees holding first mortgages on Condominium Units. Notwithstanding the foregoing, the Association shall not be responsible for its failure to make a payment jointly to the Unit Owners and the mortgagee if the mortgagee has not previously notified the Association in writing that it has a mortgage on a Condominium Unit.

(n) Policy Copies. A copy of each insurance policy in effect shall be available for inspection by the Unit Owners at reasonable times.

(o) Insurance Trustee. The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Insurance Trustee, the Association will perform directly all obligations imposed upon such Insurance Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses. The Insurance Trustee, if so appointed, shall be a bank or trust company in Florida, with trust powers, with its principal place of business in the

State of Florida. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor the failure to collect any insurance proceeds.

18. CONDEMNATION AND EMINENT DOMAIN.

(a) The taking of any Condominium Property by condemnation or eminent domain proceedings shall be deemed to be a casualty, and the awards for the taking shall be deemed to be proceeds from insurance on account of casualty and shall be deposited with an Insurance Trustee (if appointed). Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with an Insurance Trustee (if appointed) and, in the event of a failure to do so, in the discretion of the Association, the Association may bring an action against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Unit Owner.

(b) In the event of any condemnation or eminent domain proceedings, a meeting of the members of the Association shall be called within sixty (60) days after the taking of any Condominium Property by condemnation or eminent domain proceedings is final to determine whether the Condominium will be terminated. Termination of the Condominium shall be effected as provided in Section 39 of this Declaration.

(c) If the Condominium is terminated after condemnation or eminent domain proceedings, the proceeds of the awards and special assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation or eminent domain proceedings, the size of the Condominium will be reduced, the Unit Owners of condemned or taken Condominium Units will receive their pro rata share of the condemnation award applicable to said Condominium Units, and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty.

(d) If the taking reduces the size of a Condominium Unit and the remaining portion of the Condominium Unit can be made tenantable, the award for the taking of a portion of the Condominium Unit shall be used for the following purposes in the order stated as the following changes shall be effected in the Condominium:

(1) The Condominium Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the Owner of the Condominium Unit.

(2) The balance of the award, if any, shall be distributed to the Owner of the Condominium Unit and to each mortgagee of the Condominium Unit, the remittance being made payable jointly to the Unit Owner and his mortgagees.

(e) If the taking is of the entire Condominium Unit or so reduces the size of a Condominium Unit that it cannot be made tenantable, the award for the taking of the

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Condominium Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(1) The award shall be paid jointly to all Unit Owners and the mortgagees of Condominium Units not tenatable and in an amount equal to the market value of the Condominium Unit immediately prior to the taking and with credit being given for payments repairing and replacing the Common Elements.

(2) The remaining portion of the Condominium Unit, if any, shall become part of the Common Elements and shall be placed in condition for use by all of the Unit Owners in the manner approved by the Board; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(3) The shares in the Common Elements appurtenant to the Condominium Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as elsewhere provided in this Declaration.

(4) If the amount of the award for the taking is not sufficient to pay the market value of a condemned or taken Condominium Unit to the Unit Owner and to condition the remaining portion of the Condominium Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by assessments against all of the Unit Owners who will continue as owners of Condominium Units after the changes in the Condominium effected by the taking. The assessments shall be made in proportion to the shares of those Unit Owners in the Common Elements after the changes effected by the taking.

(5) If the market value of a Condominium Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Condominium Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by one MAI appraiser mutually agreed upon by the Unit Owner, mortgagees and the Association or, if the parties are unable to agree as to an appraiser, the value shall be determined as the average of three (3) appraisals by three (3) such appraisers, one (1) of whom shall be selected by the Association, one by the Unit Owner and one by the appraiser so selected. The cost of such appraisal or appraisals shall be a Common Expense of the Association.

(f) Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of the Common Elements, if any, shall be distributed to the Unit Owners in the share in which they

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own the Common Elements after adjustment of these shares on account of the condemnation or eminent domain proceedings. If there is a mortgage on a Condominium Unit, the distribution shall be paid jointly to the Owner and the mortgagee(s) of the Condominium Unit.

(g) The changes in Condominium Units, in the Common Elements and in the ownership of the Common Elements that are effected by condemnation shall be evidenced by an amendment of this Declaration of Condominium that need be approved only by the Board of Directors of the Association.

19. MAINTENANCE OF CONDOMINIUM INTEREST. In order to maintain a community of congenial owners who are financially responsible and thus protect the value of the Units, the transfer leasing and rentals of Units by any Unit Owner other than the Developer shall be subject to the following provisions so long as the Condominium exists, which provisions each Unit Owner covenants to observe:

(a) Conveyances, Sales and Transfers. There are no restrictions on conveyances, sales or other transfers of Condominium Units in this Condominium, except as set forth in the Purchase and Sale Agreement.

(b) Leasing Restrictions. No Unit Owner may dispose of a unit or any interest therein by lease without approval of the Association. The Association shall have the power to disapprove leases and reject the application for approval of a lease where a Unit Owner is not current in the payment of assessments unless the Unit Owner brings the assessment payments current. Furthermore, subject to the terms and conditions of this Section, including obtaining the Association's consent as noted above, each Unit Owner shall have the right, subject to any applicable governmental restrictions and licenses, to rent and/or lease his, her or its Unit. No portion of a Unit other than an entire Unit may be rented. Only entire Units may be leased or rented, and no Unit Owner may lease or rent or permit the lease or rental of less than the entire Unit at any one time. No individual rooms of units may be rented. All leases, rentals or occupancy agreements shall be in writing, and shall provide (or be automatically deemed to provide, absent an express statement) that the Association shall have the right to terminate the lease or occupancy upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws, applicable rules and regulations and Exhibits thereto or other applicable provisions of any agreement, document or instrument governing the Condominium. Furthermore, a lease, rental or occupancy agreement must specifically state that should the Unit Owner become delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association all subsequent rental payments and continue to make such payments until all monetary obligations of the Unit Owner related to the Unit have been paid in full to the Association. The tenant must pay the monetary obligations to the Association until the Association releases the tenant or the tenant discontinues tenancy of the Unit. Notwithstanding the above, the Association is entitled to exercise any and all other remedies at law or in equity against the Unit Owner or tenant. The tenant does not, by virtue of payment of monetary obligations, have any of the rights of a Unit Owner to vote in any election or to examine the books and records of the Association. Regardless of whether or not expressed in any lease, rental or occupancy agreement the Unit Owner shall be jointly and severally liable to the Association for the acts and omissions of his, her or its tenant(s) or occupants which constitute a

violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. This Section shall also apply to subleases and assignments and renewals of leases, but the Developer shall be exempt from this Section except for the need to obtain the approval of the Association. No Unit may be rented for less than thirty (30) days nor more than three (3) times per year. No Condominium Unit shall be used or sold on a "time-share" basis. The Association reserves the right to charge a fee not to exceed \$100.00 for review of each proposed lease.

(c) Corporate or Partnership Purchaser or Lessee. The purchaser or lessee of a Condominium Unit may be a corporation or general partnership or limited partnership. A corporate or partnership Unit Owner shall not be permitted to designate nor permit more than three (3) different occupants, and their families, to occupy the Unit within any twelve (12) month period.

20. RESTRAINT UPON SEPARATION AND PARTITION. Any transfer of a Condominium Parcel must include all elements thereof as aforescribed and appurtenances thereto, whether or not specifically described, including but not limited to the Unit Owner's share in the Common Elements and the Limited Common Elements and his or her Association membership. The shares in the Common Elements appurtenant to a Unit are undivided and no action for partition for the Common Elements shall lie. Further, the undivided share in the Common Elements shall not be separated from the Condominium Unit and the share in the Common Elements appurtenant to a Condominium Unit.

21. USE RESTRICTIONS. In addition to other obligations and duties heretofore set out in this Declaration, every Unit Owner or occupant of a Condominium Unit shall abide by the following use restrictions and any rules and regulations adopted by the Association which are not inconsistent with the provisions set forth herein or the Exhibits hereto.

THERE ARE NO RESTRICTIONS ON CHILDREN RESIDING IN THE CONDOMINIUM.

(a) Subject to the Developer's rights set forth herein, no commercial use of a Condominium Unit which shall be inconsistent with applicable zoning laws and regulations shall be permitted unless approved by the Board of Directors in writing. Home office use of a Unit shall only be permitted to the extent permitted by law and to the extent that the office is not staffed by employees, is not used to receive clients and/or customers and does not generate additional visitors or traffic into the Unit or on any part of the Condominium Property. The provisions of this Section 21(a)(i) shall not be applicable to Units used by the Developer for model apartments, sales offices, management services, repairs, maintenance or construction.

(b) The Association and the Unit Owners shall comply with all applicable laws, zoning ordinances, orders, rules, regulations or requirements of any governmental agency relating to the Units.

(c) Each Unit Owner shall maintain his or her Condominium Unit in good condition and repair, including all internal surfaces within or surrounding his or her Condominium Unit, and each Unit Owner shall maintain and repair the fixtures therein and shall

promptly pay for any utilities which are metered separately to his or her Condominium Unit. Landscaped and grassed areas shall be used only for the purposes intended. No articles belonging to Unit Owners or residents shall be kept in such areas, temporarily or otherwise.

(d) Each Unit Owner shall maintain his or her Condominium Unit in a clean and sanitary manner.

(e) No activity shall be permitted to exist or operate in any Condominium Unit which constitutes a nuisance or is detrimental to any other Unit. No Owner or resident of a Condominium Unit may make or permit any disturbing noises, as determined by the Board of Directors, in the Building or on the Condominium Property, whether made by himself, his or her family, friends, guests, pets or employees, nor may he do or permit to be done anything by such persons that would interfere with the rights, comforts or other conveniences of other residents. No person may play or suffer to be played any musical instrument, stereo, phonograph, radio or television set in his or her Condominium Unit or on or about the Condominium Property if the same shall in any manner disturb or annoy the other residents or Owners of the Condominium Property.

(f) No portion of the Condominium Property shall be used or maintained as a dumping ground for rubbish, trash, new or used lumber or wood, metal scrap, garbage or other waste, except that such material may be kept in the Unit or in areas of the Condominium Property designated for this purpose by the Developer (in connection with its construction) or by the Board of Directors, provided that these materials are kept in sanitary containers in a clean and sanitary condition. Unit Owners shall place these containers for collection only in the designated areas and only on the day these refuse materials are to be collected. Empty containers shall be removed promptly after collection.

(g) No sign, advertisement or notice of any type or nature whatsoever may be erected or displayed upon any Condominium Unit (including in any window), and/or Common Element and/or Limited Common Element, unless expressed prior written approval of the size, shape, content and location has been obtained from the Board of Directors, which approval may be withheld in its discretion. Notwithstanding the foregoing, the Developer shall be permitted to post and display advertising signs on the Condominium Property and the Board of Directors may erect reasonable and appropriate signs until all of the Condominium Units owned by it are sold. Additionally, no Unit Owner may hold an "open house" without first obtaining the approval of the Board of Directors.

(h) All damage to the Condominium Property caused by the moving and/or carrying of articles therein shall be paid by the Unit Owner or person in charge of such articles. The Association may require the Unit Owner to deposit funds with the Association as security for any damage caused by moving and/or carrying articles therein.

(i) Soliciting is strictly forbidden. Unit Owners should notify the Association if a solicitor appears, and appropriate action will be taken.

(j) No Owner or resident of a Condominium Unit shall permit or suffer anything to be done or kept in his or her Condominium Unit which will increase the insurance

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rates on the Limited Common Elements, if any, or the Common Elements, or which will obstruct the rights or interfere with the right of other owners or residents or annoy them by unreasonable noises or otherwise; nor shall an owner of a Condominium Unit commit or permit any nuisances, immoral or illegal act in a Condominium Unit, the Limited Common Elements, if any, or on the Common Elements.

(k) Each Unit Owner or resident shall conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of the Condominium Unit, Limited Common Elements and Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using the Unit Owner's property by, through or under him do likewise.

(l) Each Unit Owner shall maintain his Unit in a manner satisfactory to the Association and in accordance with the Deed, Bylaws and rules and regulations of the Association. In the event that a Unit is not so maintained, the Association shall have the right to enter upon the Unit during reasonable hours, when necessary, after giving the Unit Owner at least fifteen (15) days written notice to cure any maintenance problems or deficiencies, for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit or as necessary to prevent damage to the Common Elements or to a Unit or Units. In the event that the Association exercises its right of entry for these purposes, the Association shall have the right to charge the particular Unit Owner for the cost of such repair. The Association, by its Board of Directors, shall have the right to establish Rules and Regulations governing the maintenance of any Unit.

(m) Each Unit Owner or resident shall allow the Association or its authorized agent to enter any Condominium Unit and the improvements thereon during reasonable hours when necessary for the maintenance, repair and/or replacement of any Common Elements which include Limited Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements which include the Limited Common Elements or to another Condominium Unit or Condominium Units.

(n) Unit Owners or residents shall make no repairs to any plumbing or electrical wiring within a unit except by a plumber or electrician licensed and insured in pursuant to applicable city and/or county ordinances and/or regulations.

(o) No Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Buildings (including, but not limited to awnings, signs, storm shutters, screens, furniture, fixtures and equipment), nor plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Association. Notwithstanding the foregoing, a flagpole for display of the American flag only and any other flag approved in writing by the Board of Directors shall be permitted and its design and location must be first approved in writing by the Board of Directors; provided, however, any Unit Owner may display one portable, removable United States flag in a respectable way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful way portable, removable official flags, not larger than four and one-half feet by six feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any

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declaration rules or requirements dealing with flags. An approved flagpole shall not be used as an antenna. Furthermore, notwithstanding the foregoing, the Association may not refuse the request of a Unit Owner for a reasonable accommodation for the attachment on the mantel or frame of the door of the Unit Owner of a religious object not to exceed three (3) inches wide, six (6) inches high, and one and one-half (1.5) inches deep. Additionally, notwithstanding the foregoing, one (1) gas grill per Unit, which is directly lined to the building (propane tanks are expressly prohibited), may be affixed to Limited Common Area balconies so long as it is permitted pursuant to the City of Jacksonville's applicable code provisions, and installed and maintained in accordance with any applicable laws and regulations.

(p) Except as may be installed initially by Developer, no spotlights, seasonal and special effect lighting, floodlights or similar high intensity lighting shall be placed or utilized upon any Unit which in any way will allow light to be reflected on any other Unit or the improvements thereon or upon the Common Element, or any part thereof without the prior written approval of the Board of Directors. Low intensity lighting which does not disturb the Owners or other occupants shall be permitted.

(q) No household pets shall be permitted by Unit Owners on the Condominium Property except in accordance with the pet behavior criteria established in the Rules and Regulations for the Condominium. Furthermore, all permitted pets must be contained in the Unit Owner's Condominium Unit and shall not be permitted to roam free. Further, all permitted pets must be leashed at all times when not located in the Condominium Unit and may be walked only in designated areas. No goats, chickens, pigeons or any other obnoxious animals, fowl or reptiles shall be kept or permitted to be kept. Commercial activities involving pets shall not be allowed. In order to keep a pet on the premises, prior approval of the Board of Directors must be obtained. Pets of Owners or occupants shall be limited to no more than two (2) dogs and cats in the aggregate, small birds to be kept in a bird cage and tropical fish to be kept in an aquarium. The ability to keep a pet is a privilege, not a right. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the owner, upon written notice, may be required to remove the pet from the Condominium Unit. The provisions of this paragraph shall not apply to service animals, as defined in the Americans with Disabilities Act.

(r) No ceramic tiles or wood floors which are not supplied by the Developer may be installed in a Condominium Unit unless the Board of Directors has approved the plan for providing adequate noise insulation.

(s) No Unit Owner shall change, modify or alter the floor covering on the lanai installed by the Developer without the prior written approval of the Board, including, but not limited to, the placement of any soft or water absorbing materials on the lanai.

(t) Personal property of Unit Owners including bicycles and similar items shall be kept in the Condominium Units or storage areas for the Condominium Unit except when in use.

(u) No Unit Owner shall cook or barbecue on his or her lanai area. All cooking and barbecuing may only be done in designated areas determined by the Association. In

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addition, no Unit Owner shall use his or her lanai area for the purpose of storing personal property or garbage.

(v) No Unit Owner may enclose his or her lanai area.

(w) All window coverings shall be lined with white or off white lining on the side exposed to the public, unless otherwise approved by the Board of Directors.

(x) Unit Owners shall park only in their garages, in the driveways servicing their Unit, or in appropriate parking spaces designated by the Board of Directors. Garage doors shall be kept closed except when automobiles are entering or leaving the garage. Only the number of cars exceeding occupied garage spaces shall be parked on the driveway. Cars parked in the driveway shall be parked such that they are not blocking the sidewalk.

(y) Unit Owners shall not do anything within their Units or on the Common Elements which would adversely affect the safety or soundness of the Common Elements or any portion of the Condominium Property.

(z) Unit Owners or occupants may not obstruct the Common Elements in any way including, but not limited to, interfering with any storm water drainage. Unit Owners or occupants may not store anything in or on the Common Elements without the prior written approval of the Board.

(aa) No Unit Owner may alter the Common Elements.

(bb) The Board of Directors may prohibit or restrict the use of the Common Facilities from time to time, on a non-discriminatory basis, if and to the extent required for safety or other valid reasons.

(cc) Except as permitted by law, no exterior radio or television antenna, satellite dish or other receiver transmitting device or any similar exterior structure or apparatus may be erected or maintained unless approved by the Board of Directors of the Association. To the extent permitted by law, a DBS antenna, MDS antenna or transmission-only antenna may be erected on a Unit provided it is not greater than one (1) meter in diameter and prior approval of the Board of Directors is obtained. No television broadcast antenna of any size or masts of any size attached to any of the above-listed antennas may be erected. Qualified antennas must be erected on the rear of the Unit, unless such placement impedes reception in which event such antenna may be erected in another location on the Unit provided that it is screened by landscaping or other material where reasonable.

(dd) Recreational vehicles, including but not limited to boats, watercrafts, motorcycles, boat trailers, golf carts, mobile homes, trailers (either with or without wheels), motor homes, vans over fourteen (14) feet in length, tractors, trucks in excess of three-fourths (3/4) ton, all-terrain vehicles, commercial vehicles of any type, campers, motorized campers, motorized go-carts, motorized skateboards, scooters or any other related transportation device may only be stored outside any Unit a maximum of eight (8) hours but not over night, unless fully garaged. Moreover, no recreational vehicle shall be parked on any portion of the Common Element unless such areas are specifically designated for recreational parking. The Association

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may make reasonable rules regarding the use of motorized skateboards, mopeds, scooters and motorcycles. No Unit Owner shall repair or restore any vehicle of any kind upon or within the Common Elements, except for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility. Vehicles shall be parked only on paved surfaces and shall not block sidewalks or bike paths and the Unit Owners must park their motorcycles, motorized skateboards, scooters and car(s) in the garage when not in use. Parking by Owners within street rights-of-way is prohibited and the Association is authorized to tow vehicles parked in violation hereof. Overnight parking in street rights-of-way by non-Owners shall be prohibited.

(ee) Except for work done by the Developer in connection with the construction and marketing of Units, nothing shall be built, caused to be built or done in or to any part of the Condominium Property which will alter or cause any alteration to the Common Elements without the prior written approval of the Board of Directors and the Developer. The Developer's approval shall be required for as long as the Developer holds Units for sale in the ordinary course of business. An Owner may not alter the exterior of his Unit except with the prior approval of the Board of Directors.

No Unit Owner shall perform or permit to be performed any work to any portion of his Unit, which work may require access to, over or through the Common Elements or other Units without the prior consent of the Board except in case of an emergency. All such work may only be performed by a Person (licensed and insured under applicable city and/or county ordinances and/or regulations) who shall deliver to the Board prior to commencement of such work, in form satisfactory to the Board:

- (1) releases of the Board and the Association for all claims that such Person may assert in connection with such work;
- (2) indemnities of the Board and the Association, holding each and all of them harmless from and against any claims asserted for loss or damage to persons or property, including, but not limited to, Common Elements or other Units;
- (3) certificates of insurance, including liability and workmen's compensation coverage, in amounts and with companies reasonably acceptable to the Board, listing the Association as an additional insured; and
- (4) all other information and protections which the Board may reasonably require.

(ff) Nothing herein shall give the Board of Directors authority to regulate, control or determine external design, appearance, use or location of portions of the Condominium Property under development, or to be developed, or Units under construction, or to be constructed, marketed or sold by the Developer if and when such design, appearance, use and location shall have received any required approvals by the appropriate departments or officials of the Township.

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(gg) Effect on Developer. Subject to the following exceptions, the restrictions and limitations set forth in this Section 21 shall not apply to the Developer nor to Units owned by the Developer. The Developer shall not be exempt from the restrictions, if any, relating to requirements that leases or lessees be approved by the Association, pet restrictions, occupancy of Units based on age and vehicular restrictions, except as such vehicular restrictions relate to the Developer's construction, maintenance and marketing activities.

The Association has the right to establish additional rules and regulations governing the conduct of all residents and also the use of the Condominium Units, Limited Common Elements and Common Elements, so long as such additional rules and regulations are not inconsistent with the terms and conditions of this Declaration. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 21 for good cause shown.

22. DEVELOPER'S RIGHTS DURING DEVELOPMENT PERIOD. During such time as the Developer, its successors or assigns is in the process of construction or sale of Condominium Units on the lands described in Exhibit "A" hereto, the Developer, its successors or assigns expressly reserve the following rights:

(a) The right to prohibit access to any uncompleted Building to any of the residents of the Condominium, while such uncompleted Building is under construction and development. No Unit Owner or his guests or invitees shall in any way interfere or hamper the Developer, its employees, contractors, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, owns any Condominium Units within the Buildings and is carrying on any business in connection therewith, including the selling, renting or leasing of such Condominium Units, the Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Condominium Units by the Developer, its successors or agents.

(b) An easement for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, center cores and other portions of the Common Elements as may be from time to time necessary and intended for such purpose of going from one portion of the Condominium Property to another, including but not limited to, all recreational facilities, if any, and, where necessary, for the proceeding from one portion of the Condominium Property to the other, and for vehicular traffic as may be necessary for the Developer, its guests, assigns and invitees for the purpose of crossing over various portions of the Condominium Property to obtain ingress and egress to the Condominium Property. Provided, however, that nothing contained herein shall be construed to allow any person or entity to enter upon the Condominium Property unless it is upon an area specifically designated for such traffic and necessary for such ingress and egress as described above and under no circumstances shall such traffic be allowed through or over any Condominium Unit not owned by the Developer its successors or assigns, or any Limited Common Element appurtenant thereto.

23. COVENANTS. All provisions of this Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every Unit Owner and claimant of the land or any part thereof or interest therein, and his heirs, executors, administrators, personal representatives, successors, assigns and leases shall be bound by all the

provisions of this Declaration. Each Unit Owner, by virtue of taking title to a Unit, hereby agrees that the deed of conveyance of the Unit to a third party shall specifically state that the Unit is subject to the terms of this instrument and shall state the recording book and page information for this instrument as recorded in the public records of St. Johns County. The intent of this provision is to defeat any potential argument or claim that Chapter 712, Florida Statutes, has extinguished the application of this instrument to each of the Units.

24. DISCLOSURES.

(a) Mildew. Given the climate and humid conditions in Florida, molds, mildew, toxins and fungi may exist and/or develop within the Unit, and/or the Condominium Property. Each Owner is hereby advised that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By acquiring title to a Unit, each Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released the Developer from any and all liability resulting from same.

(b) Mitigation of Dampness and Humidity. No Unit Owner shall install, without written pre-approval by the Association, within his or her Unit, or upon the Common Elements, non-breathable wall-coverings or low-permeance paints unless otherwise approved in the sole discretion of the Board of Directors or Developer. Additionally, unless pre-approved in writing by the Association, any and all built-in casework, furniture, and or shelving in a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall. Additionally, all Unit Owners, whether or not occupying the Unit, shall periodically run the air conditioning system to maintain the Unit temperature, whether or not occupied, at 78°F, to minimize humidity in the Unit. While the foregoing are intended to minimize the potential development of molds, fungi, mildew and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins. The Developer does not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same. In furtherance of the rights of the Association as set forth in this Declaration, in the event that the Association reasonably believes that the provisions of this Section are not being complied with, then, the Association shall have the right (but not the obligation) to enter the Unit (without requiring the consent of the Owner- or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as required hereby (with all utility consumption costs to be paid and assumed by the Unit Owner). To the extent that electric service is not then available to the Unit, the Association shall have the further right, but not the obligation (without requiring the consent of the Owner or any other party) to connect electric service to the Unit (with the costs thereof to be borne by the Unit Owner, or if advanced by the Association, to be promptly reimbursed by the Owner to the Association, with all such costs to be deemed charges hereunder).

(c) Warranty Disclosure. Except only for those warranties provided in Section 718.203, Florida Statutes (and then only to the extent applicable and not yet expired), to the maximum extent lawful Developer hereby disclaims any and all and each and every express

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or implied warranties, whether established by statutory, common, case law or otherwise, as to the design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins or fungi, furnishing and equipping of the Condominium Property, including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans, all warranties imposed by statute (other than those imposed by Section 718.203, Florida Statutes, and then only to the extent applicable and not yet expired) and all other express and implied warranties of any kind or character. Developer has not given and the Unit Owner has not relied on or bargained for any such warranties. Each Unit Owner, by accepting deed to a Unit, or other conveyance thereof, shall be deemed to represent and warrant to Developer that in deciding to acquire the Unit, the Unit Owner relied solely on such Unit Owner's independent inspection of the Unit, and the Condominium. The Unit Owner has not received nor relied on any warranties and/or representations from Developer of any kind, other than as expressly provided herein. All Unit Owners, by virtue of their acceptance of title to their respective Units (whether from the Developer or another party) shall be deemed to have automatically waived all of the aforesaid disclaimed warranties and incidental and consequential damages. The foregoing shall also apply to any party claiming by, through or under a Unit Owner, including a tenant thereof. Buyer acknowledges and agrees that Seller does not guarantee, warrant or otherwise assure, and expressly disclaims, any right to view and/or natural light.

DEVELOPER MAKES THE SOLE WARRANTIES EXPRESSLY IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES CONCERNING THE UNIT AND THE CONDOMINIUM PARCEL SOLD OR PREVIOUSLY PURCHASED FROM DEVELOPER, AND ANY OTHER REPRESENTATIONS, STATEMENTS OR PROMISES MADE BY ANY PERSON ARE UNAUTHORIZED AND ARE NOT BINDING UPON DEVELOPER. ALL OTHER WARRANTIES WITH RESPECT TO THE UNIT AND THE CONDOMINIUM PARCEL ARE HEREBY DISCLAIMED, TO THE EXTENT PERMITTED BY LAW, WHETHER IMPLIED OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM AND PRACTICE, OR OTHERWISE, INCLUDING ANY WARRANTIES OF HABITABILITY, MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE.

(d) Unit Measurements. Each Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods for calculating the square footage of a Unit, and that depending on the method of calculation, the quoted square footage of the Unit may vary. Each Unit Owner's square footage set forth in this Declaration is calculated solely based on the definition of Unit set forth in this Declaration, but taking into account only the provisions of Section 3(c)(3) for purposes of calculating square footage. Additionally, as a result of in the field construction, other permitted changes to the Unit, and settling and shifting of improvements, actual square footage of a Unit may also be affected. By accepting title to a Unit, the applicable Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Developer's promotional materials or otherwise. Without limiting the generality of this Section, Developer does not make any representation or warranty as to the actual size, dimensions or square footage of any Unit, and each Owner shall be deemed to have fully waived and released any such warranty and claims for losses or damages resulting from any variances

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between any represented or otherwise disclosed square footage and the actual square footage of the Unit.

Each Owner further acknowledges that there are two generally accepted methods of measuring the boundaries of units in residential condominiums. The first method is based on the description of the boundaries of the Unit, as set forth in the Declaration of Condominium, and in general only includes the airspace within the Unit (the "Engineering Method"). The other method, which in general measures the Unit to the outside finished surface of exterior walls, and to the centerline of interior demising walls, includes portions of the adjacent Common Elements of the Condominium (the "Architectural Method"). The square footage estimate of the Unit derived using the Architectural Method is greater than the square footage estimate derived using the Engineering Method.

(e) Condominium Assessments. Buyer understands and agrees that the Estimated Operating Budget for the Association (the "Budget") contained in the Condominium Documents provides only an estimate of what it will cost to run the Association during the period of time stated in the Budget. The monthly assessments shown for the Unit are guaranteed, if at all, in the manner stated in this Declaration. The Budget however, as opposed to the levels of assessments payable to the Condominium Association, are not guaranteed to accurately predict actual expenditures. Changes in the Budget may be made at any time to cover increases or decreases in actual expenses or in estimates. It is intended that the Developer, as the sole Unit Owner upon the formation of the Condominium, will vote not to provide any reserves for the initial year of the Association. Thereafter, to the extent permitted by the Condominium Act, the Developer may vote to continue not to provide any reserves. If an election is in fact made to waive reserves, the assessments per unit payable to the Association will be as set forth in the Estimated Operating Budget as "Assessments per Unit - Without Reserves". If no such election is made, the assessments per Unit payable to the Association will be as set forth in the Estimated Operating Budget as "Assessments per Unit — With Reserves."

(f) Water Bodies. Neither Developer, the Association nor any of their officers, directors, committee members, employees, management agents, contractors or subcontractors (collectively, the "**Listed Parties**") shall be liable or responsible for maintaining or assuring the safety, water quality or water level of/in any lake, pond, canal, creek, stream or other water body within the Condominium, except as such responsibility may be specifically imposed by, or contracted for with, an applicable governmental or quasi-governmental agency or authority. Further, none of the listed parties shall be liable for any property damage, personal injury or death occurring in, or otherwise related to, any water body, all persons using same doing so at their own risk.

(1) All Owners and users of any portion of the properties located adjacent to or having a view of any of the aforesaid water bodies shall be deemed, by virtue of their acceptance of the deed to or use of, such Property, to have agreed to release the listed parties from all claims for any and all changes in the quality and level of the water in such bodies.

(2) All persons are hereby notified that from time to time wildlife may habitat or enter into water bodies within or nearby the Condominium and may

pose a threat to persons, pets and property, but that the Listed Parties are under no duty to protect against, and do not in any manner warrant or insure against, any death, injury or damage caused by such wildlife.

(g) Community Development District. THE PROPERTY WHICH IS THE SUBJECT OF THIS DECLARATION IS LOCATED WITHIN THE COMMUNITY DEVELOPMENT DISTRICT WHICH WILL IMPOSE AND LEVY TAXES OR ASSESSMENTS OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES, INCLUDING BUT NOT LIMITED TO THE WATER AND WASTEWATER SYSTEM FACILITIES, STORMWATER MANAGEMENT FACILITIES, ON-SITE AND OFF-SITE ROADWAY AND SIDEWALK IMPROVEMENTS, , COMMUNITY RECREATIONAL FACILITIES AND LANDSCAPING WITHIN PUBLIC RIGHTS-OF-WAY. THESE TAXES AND/OR ASSESSMENTS LEVIED BY THE COMMUNITY DEVELOPMENT DISTRICT ARE IN ADDITION TO COUNTY AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THESE COMMUNITY DEVELOPMENT DISTRICT LEVIES TAXES AND/OR ASSESSMENTS LEVIED BY THE COMMUNITY DEVELOPMENT DISTRICT WILL EITHER APPEAR ON THE ANNUAL REAL ESTATE TAX BILL FOR EACH UNIT OWNER IN WHICH CASE THEY WILL BE PAYABLE DIRECTLY TO THE ST. JOHNS COUNTY TAX COLLECTOR OR THEY WILL APPEAR ON A SEPARATE BILL ISSUED TO EACH UNIT OWNER BY THE COMMUNITY DEVELOPMENT DISTRICT. ALL TAXES AND/OR ASSESSMENTS LEVIED BY THE COMMUNITY DEVELOPMENT DISTRICT CONSTITUTE A LIEN UPON THOSE PORTIONS OF THE CONDOMINIUM OWNED BY ANY PROPERTY OWNER.

25. ADDITIONS, IMPROVEMENTS OR ALTERATIONS BY THE ASSOCIATION. Whenever in the judgment of the Board of Directors, the Common Elements, the Association Property, or any part of either, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of three percent (3%) of the then applicable budget of the Association in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the voting interests represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, the Association Property, or any part of either, costing in the aggregate three percent (3%) of the then applicable budget of the Association or less in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements or Association Property shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses.

26. ADDITIONS ALTERATIONS OR IMPROVEMENTS BY UNIT OWNER.

(a) Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, the Association Property, his or her Unit or any Limited Common Element which is visible from any other Unit, the Common Elements and/or Association Property, without, in each instance, the prior written consent of the

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Board of Directors. The Board shall have the obligation to answer, in writing, any written request by a Unit Owner for approval of such an addition, alteration or improvement within forty-five (45) days after such written request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The Board may condition the approval in any manner, including, without limitation, (i) retaining approval rights of the contractor to perform the work; (ii) restricting the time during which such work may be performed; (iii) the placement of a security deposit in an amount determined by the Board in an account controlled by the Board; (iv) the provision to the Board of plans and specifications prepared and sealed by a professional engineer duly licensed by the State of Florida (who licensed and insured under applicable city and/or county ordinances and/or regulations); and (v) requiring that the Unit Owner requesting the change obtain, prior to commencing any work, and maintain, until completion of such work, comprehensive general liability insurance in such amounts as may be required by the Board. The Unit Owner shall be obligated to designate the Developer, the Association, the Board and any other person designated by the Board as additional insureds under the insurance policies. The Unit Owner shall be responsible for all costs incurred by the Board in connection with the Board's review of the Unit Owner's proposed changes, including, without limitation, all costs of architects, engineers and other professionals which may be retained by the Board to assist in their review. Any such costs not timely paid by the Unit Owner shall be deemed a special assessment. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked.

A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his or her heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Association Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association. The Association's rights of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the Association. Neither the Developer, the Association nor any of its officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by the submission of same, and any Owner, by acquiring title to same, agrees not to seek damages from the Developer and/or the Association arising out of the Association's review of any plans hereunder. Without limiting the generality of the foregoing, the Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each Owner (including the successors and assigns) agrees to indemnify and hold the Developer and the Association harmless from and against any and all costs, claims

(whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review of plans by the Association hereunder. Developer shall in no way be responsible or subject to any liability for the refusal of the building department or any other governmental authority with jurisdiction to approve the proposed alterations or changes.

(b) Life Safety Systems. No Unit Owner shall make any additions, alterations or improvements to the Life Safety Systems, and/or to any other portion of the Condominium Property which may impair the Life Safety Systems or access to the Life Safety Systems, without first receiving the prior written approval of the Board. In that regard, no lock, chain or other device or combination thereof shall be installed or maintained at any time on or in connection with any door on which panic hardware or fire exit hardware is required. Stairwell identification and emergency signage shall not be altered or removed by any Unit Owner whatsoever. No barrier including, but not limited to personalty, shall impede the free movement of ingress and egress to and from all emergency ingress and egress passageways.

(c) Sound Restriction. In the event that any Unit Owner desires to modify any improvement to his, her or its Unit, including, without limitation, the floor coverings in his or her Unit, then, in addition to all other requirements set forth herein, each Unit Owner shall be, and remain, obligated to comply with the terms of this Section 26(c). Under all circumstances, whether as a result of modifications to the Unit, or actions of a Unit Owner within his, her or its Unit, each Unit shall be required to have a minimum field sound transmission class ("FSTC") rating of no less than fifty (50). Such measurement is a general classification with respect to airborne sound insulation of a wall assembly or floor/ceiling assembly between neighboring Units. In addition, each Unit shall maintain a minimum field impact isolation class ("FIIC") rating of no less than forty-five (45). Such measurement is a general classification with respect to the impact sound insulation of a floor/ceiling assembly between neighboring Units. Flooring materials (including hard-surface flooring underlayment materials) are classified by such FSTC and FIIC measurements that reflect the degree of noise likely to be created by use of such materials (and, as described more fully in this Section below, such information is among the information required to be provided by a Unit Owner at such Unit Owner's sole expense before any consideration will be given to permitting replacement of flooring materials). If testing is required to confirm compliance with the above FSTC and FIIC requirements, same shall be conducted at the Unit Owner's sole expense by a qualified acoustical consultant per the test and classification requirements specified in the most current versions of ASTM E 366, ASTM E 413, ASTM E 1007, and ASTM E 989. The Unit Owner shall, at the Unit Owner's sole expense, seek the assistance of a qualified acoustical consultant to understand the requirements set forth in this Section 26(c).

(d) Floor Coverings. With respect to carpeting installed in a Unit by a Unit Owner, padding shall be used, and such carpeting and padding shall be of a total weight of no less than sixty (60) ounces per square yard. With respect to hardwood, marble, ceramic tile or other hard floor coverings, if permitted, such flooring shall be installed only with appropriate acoustic underlayment. The particular underlayment may be dictated by the nature of the floor covering. It shall remain the responsibility of each Unit Owner to abide by the sound and noise reduction requirements set forth in this Declaration. It shall be required for any such Unit Owner contemplating the installation of hardwood flooring, marble, ceramic tile or other hard floor

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coverings on the floor directly above a Unit owned by another Unit Owner, to request the Association's approval to permit the Unit Owner to install same. Under no circumstances shall any Unit Owner modify, alter or impair the floor/ceiling assembly of a Unit. Any Unit Owner desiring to install hard-surface flooring in a Unit to replace any originally-installed flooring shall provide at such Unit Owner's sole expense the following information to the Association for its reference in connection with its review of any request to permit the installation of such hard-surface flooring (subject to the waiver by the Association of the requirement that any particular materials or information be submitted):

(i) Information, including, if appropriate, construction plans and/or drawings, clearly indicating the type of flooring to be installed and the underlayment to be provided to mitigate impact noises such as foot-falls. The information must clearly identify all materials, their composition and thickness. This information, including any plans and/or drawings, shall be reviewed and approved, at Unit Owner's sole expense, by a qualified acoustical consultant for acoustical and structural integrity and performance and compliance with the acoustical requirements of this Declaration;

(ii) A copy of the installation instructions from the resilient underlayment manufacturer, which instructions shall be followed by the installing contractor;

(iii) The name, qualifications and experience of the contractor who will install the hard-surface flooring and resilient underlayment, with a listing of such contractor's experience in the installation of floors utilizing impact installation materials; and

(iv) Evidence that the newly-installed flooring will not create greater noise impacts than the test results for the floor/ceiling assembly yielded when tested as described above.

(e) Noise Reduction. Acoustical privacy is in the mutual interest and benefit of all Unit Owners, their lessees and other occupants of the Condominium. Acoustical privacy can only be achieved through understanding and compliance with certain limitations and restrictions. It is recognized that total sound isolation from an adjacent Unit or other improvement in a manner comparable to a single-family residence is difficult if not impossible to attain. Efforts have been made in the basic design of the Condominium to alleviate airborne noise, structure-borne noise and impact noise transmission from and to each Unit. The design and construction of the Condominium attempts to meet the standards and criteria imposed by the applicable governmental authorities related to sound insulation to the extent permitted by construction practices today. Modification of design of the structures or related components thereof by any Unit Owner, or installation of noise generating instruments or equipment, could then alter the resultant expected isolation. The following restrictions are intended to maximize the acoustical privacy of all Unit Owners, lessees and other occupants of the Condominium:

(i) Any improvement, equipment or activity which may create noise impacts for any Unit or Common Elements shall be subject to the strict noise reduction requirements and guidelines set forth herein and/or in any guidelines adopted by the

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Association from time to time in the Rules and Regulations (the "Noise Requirements"). The Board shall have the right to request that any Unit Owner desiring to install any such improvements or equipment submit the results of a noise study prepared by a qualified acoustical consultant or firm listed with the National Council of Acoustical Consultants or another person reasonably acceptable to the Board, as applicable.

(ii) In no event shall sound that is transmitted from a Unit in which it is generated into an adjacent Unit exceed a sound level in the adjacent Unit of forty-five (45) dBA during the daytime hours of 7 a.m. to 10 p.m. and a sound level of thirty-five (35) dBA during the nighttime hours of 10 p.m. to 7 a.m. Furthermore, sound that has a predominantly low-frequency characteristic (noticeably high sound levels below two hundred fifty (250) Hz) that is transmitted from a Unit in which it is generated into an adjacent Unit shall not exceed a sound level in the adjacent Unit of fifty (50) dBC during the daytime hours of 7 a.m. to 10 p.m. and a sound level of forty (40) dBC during the nighttime hours of 10 p.m. to 7 a.m.

(iii) Devices that create sound or vibration that can be transmitted into an adjacent Unit shall not be directly attached to a wall or ceiling that separates adjacent Units or mounted or placed on a shelf that is directly attached to a wall or ceiling that separates adjacent Units. These devices include, but are not limited to, acoustic speakers associated with a stereo or surround sound system and acoustic speakers associated with electronic instruments. These devices may be located on interior walls within a Unit. Any device that generates vibration that can be transmitted as sound into an adjacent Unit through the floor/ceiling assembly separating two Units shall be placed on resilient pads. These devices include, but are not limited to, base or subwoofer speakers, pianos, organs and aerobics exercise equipment. The resilient pad shall be a minimum ½ inch neoprene waffle load distribution plate or pad or a resilient load distribution plate or pad that will provide equivalent vibration isolation. The playing of all percussive-type instruments is prohibited in all Units. Percussive-type instruments include, but are not limited to, drums, bongos, bells, tambourines and cymbals. The use of free weights that are used as part of an aerobic, exercise or weight training regimen that can be dropped onto a floor that is part of a floor/ceiling assembly separating adjacent Units is prohibited in all Units. The Unit Owner, lessee or other occupant of a Unit shall submit a written statement to the Association of its intent to install and use any of the devices covered in this Section and shall document the measures it is taking to comply with the requirements of this Section. If the Association, in its sole discretion, determines that the use of said devices is not in compliance with the requirements of this Section, then the Unit Owner shall be prohibited from using said devices. If the Association fails to provide written notice to the Unit Owner, lessee or occupant within a sixty (60) day period after receipt of such Unit Owner's written statement, it shall be conclusively presumed that the Association has not approved the use of said devices.

(iv) If any Unit Owner replaces an existing washing machine or dishwasher, the replacement must be of equal or better quality with respect to sound and vibration as that of the original equipment. If the Association approves replacement of any plumbing lines and fixtures within a Unit, such plumbing lines and fixtures shall be vibration isolated consistent with the existing isolation.

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(v) Many other devices and decorations or uses or misuses thereof, can likewise be the cause of unacceptable sound or vibration in adjacent (alongside, above or below as the case may be) Units, including, without limitation, rotating, oscillating or vibrating devices. Unit Owners are forewarned and on notice that the criteria for acoustical privacy set forth herein shall apply for any condition resulting in annoyance and complaint by other Unit occupants within the Condominium. Any attached shelving or hanging pictures shall only be installed or hung with toggle bolts into the drywall. Without limiting the foregoing, no Unit Owner or other person shall fasten shelving or hanging pictures directly to studs on walls between neighboring Units.

(vi) In the event that any flooring installation by a Unit Owner does not comply with the sound attenuation requirements set forth herein, irrespective of any approval by the Association, the non-complying Unit Owner shall indemnify, defend and hold harmless the Developer and the Association from any claims for defects, damages, liabilities, costs and/or expenses (including reasonable attorneys' fees and court costs at all trial and appellate levels) arising out of, caused by or associated with such non-compliance.

(vii) In the event that a complaint is made for non-compliance with the Noise Requirements or any provision of this Declaration relating to noise, the Board may retain the services of a recognized acoustical consultant to field test the area of complaint. The costs shall be chargeable to the complaining party in the event the field test shows that conditions meet the criteria of the applicable guidelines. If such field tests show non-compliance, then the costs of the testing shall be borne by the offending party. In the event a Unit Owner fails to comply with the provisions of this Section or any Noise Requirements, or any provision of this Declaration relating to noise (a "Noise Violation"), the Association shall have the right, after notice and hearing and reasonable opportunity to cure such Noise Violation, as determined by the Board pursuant to this Section, to enter into the Unit Owner's Unit for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit or as necessary to prevent damage to the Common Elements or to a Unit or Units for the purpose of remedying the Noise Violation. The Association shall not be liable for trespass in connection with such entry. At any hearing on a noise issue, the Unit Owner will have an opportunity to discuss with the Board the merits of the claims set forth in the Association's original notice of Noise Violation, and the Board will determine what action, if any, needs to be taken by the Unit Owner to remedy the Noise Violation and the time within which it must be accomplished. The cost to the Association of remedying such Unit Owner's failure to comply with the provisions of this Section, as well as any damages suffered by the Association with respect thereto, shall be charged to the Unit Owner. Further, the cost of such maintenance and a fine shall be charged by the Association and is enforceable in the manner provided in this Declaration.

(viii) EACH UNIT OWNER, BY ACCEPTANCE OF A DEED OR OTHERWISE ACQUIRING TITLE TO A UNIT, ACKNOWLEDGES AND AGREES THAT SOUND TRANSMISSION IN MULTI-STORY BUILDINGS, SUCH AS THE BUILDINGS IN THE CONDOMINIUM, IS VERY DIFFICULT TO CONTROL AND THAT NOISES FROM ADJOINING OR NEARBY UNITS AND/OR MECHANICAL EQUIPMENT CAN OFTEN BE HEARD IN ANOTHER UNIT. DEVELOPER DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE LEVEL OF SOUND TRANSMISSION BETWEEN AND AMONG UNITS AND THE OTHER PORTIONS OF THE

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CONDOMINIUM PROPERTY, AND EACH UNIT OWNER SHALL BE DEEMED TO WAIVE AND EXPRESSLY RELEASE ANY SUCH WARRANTY AND CLAIM FOR LOSS OR DAMAGES RESULTING FROM SOUND TRANSMISSION.

(f) Weight Restriction. The installation in any Unit of any improvement or object having a load in excess of forty (40) pounds per square foot must be compatible with the overall structural design of the Buildings. The Board may require a structural engineer to review certain of the proposed improvements with such a review to be at the sole cost and expense of the Unit Owner desiring to make such installation. In the event that a Unit Owner violates the load limitations set forth in this Section 26(f), irrespective of any approval by the Association, the non-complying Unit Owner shall indemnify, defend and hold harmless the Developer and the Association from any claims for defects, damages, liabilities, costs and/or expenses (including reasonable attorneys' fees and court costs at all trial and appellate levels) arising out of, caused by or associated with such non-compliance.

(g) Improvements, Additions or Alterations by Developer. Anything to the contrary notwithstanding, the foregoing restrictions of this Section 26 shall not apply to Developer-owned Units. The Developer shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners, to (a) make alterations, additions or improvements, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it and Limited Common Elements appurtenant thereto (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the Improvements and/or the installation of divider walls), and (b) expand, alter or add to all or any part of the recreational facilities, so as to result in the imposition of additional Common Expenses or costs to the individual Unit Owners. Any amendment to this Declaration required by a change made by the Developer pursuant to this Section 26(c) shall be adopted in accordance with Section 12 and Section 27 of this Declaration.

27. CHANGES IN DEVELOPER-OWNED UNITS. Without limiting the generality of provisions of Section 26(c) above, and anything to the contrary notwithstanding, the Developer shall have the right, without the vote or consent of the Association or Unit Owners, to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Developer-owned Units; (iii) change the size of Developer-owned Units by combining separate Developer-owned Units into a single apartment (although being kept as two separate legal Units), or otherwise; and (iv) reapportion among the Developer-owned Units affected by such change in size pursuant to the preceding clause, their appurtenant interests in the Common Elements and share of the Common Surplus and Common Expenses; provided, however, that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses of any Units (other than the affected Developer-owned Units) shall not be changed by reason thereof unless the Owners of such units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing. Any amendments to this Declaration required by changes of the Developer made pursuant to this Section 27, shall be effected by the Developer alone pursuant to Section 12(c), without the vote consent of the Association or Unit Owners (or their mortgagees) required, except to the extent that any same constitutes a Material Amendment, in which event, the amendment must be approved as set forth

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in Section 12 above. Without limiting the generality of Section 12(c) hereof, the provisions of this Section shall not be added to, amended or deleted without the prior written consent of the Developer.

28. **PROPERTY WHICH MAY BE SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP.** The Condominium is a multi-family residential condominium which will be developed as a Phase condominium and, accordingly, the Developer, pursuant to the provisions of Section 718.403, Florida Statutes, hereby retains the right at any time prior to seven (7) years after the recording date of this Declaration, to submit to the Condominium Form of Ownership by amendments to this Declaration the additional Phases described in this Paragraph 28 and depicted in the Survey, Graphic Description & Plot Plan attached hereto as Exhibit B. The other Phases the Developer may develop, in its sole and absolute discretion, are Phase 2, Phase 3 Phase 4, Phase 5 and Phase 6, as more fully discussed below, will consist, if developed, of additional Condominium Units and appurtenant facilities.

(a) **Phase 2:** Subject to the Developer's right to increase the number of Units as described below, Phase 2, if added to the Condominium, will, consist of the property legally described on Exhibit A-1 to this Declaration and the improvements located thereon, including one building ("Building 2"), containing four (4) Units in the Building in Phase 2, for a total of four (4) Units. At present, the Developer anticipates that the number of bedrooms and bathrooms in each Unit in Phase 2 shall be as more particularly set forth on Exhibit 2 of the Prospectus. The Developer may modify the floor plans of the Units as provided herein.

(b) **Phase 3:** Subject to the Developer's right to increase the number of Units as described below, Phase 3, if added to the Condominium, will, consist of the property legally described on Exhibit A-1 to this Declaration and the improvements located thereon, including one Building ("Building 3"), containing four (4) Units in the Building of Phase 3 for a total of four (4) Units in Phase 3. At present, the Developer anticipates that the number of bedrooms and bathrooms in each Unit in Phase 3 shall be as more particularly set forth on Exhibit 2 of the Prospectus. The Developer may modify the floor plans of the Units as provided herein.

(c) **Phase 4:** Subject to the Developer's right to increase the number of Units as described below, Phase 4, if added to the Condominium, will, consist of the property legally described on Exhibit A-1 to this Declaration and the improvements located thereon, including one building ("Building 4"), containing four (4) Units in the Building in Phase 4. At present, the Developer anticipates that the number of bedrooms and bathrooms in each Unit in Phase 4 shall be as more particularly set forth on Exhibit 2 of the Prospectus. The Developer may modify the floor plans of the Units as provided herein.

(d) **Phase 5:** Subject to the Developer's right to increase the number of Units as described below, Phase 5, if added to the Condominium, will, consist of the property legally described on Exhibit A-1 to this Declaration and the improvements located thereon, including one building ("Building 5"), containing four (4) Units in the Building in Phase 5. At present, the Developer anticipates that the number of bedrooms and bathrooms in each Unit in Phase 5 shall be as more particularly set forth on Exhibit 2 of the Prospectus. The Developer may modify the floor plans of the Units as provided herein.

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(e) Phase 6: Subject to the Developer's right to increase the number of Units as described below, Phase 6, if added to the Condominium, will, consist of the property legally described on Exhibit A-1 to this Declaration and the improvements located thereon, including one building ("Building 6"), containing four (4) Units in the Building in Phase 6. At present, the Developer anticipates that the number of bedrooms and bathrooms in each Unit in Phase 6 shall be as more particularly set forth on Exhibit 2 of the Prospectus. The Developer may modify the floor plans of the Units as provided herein.

(f) The contemplated Graphic Description, Plot Plan & Survey showing the approximate locations of the proposed Buildings and improvements, which may be submitted to this Condominium in Phases 2, 3, 4, 5 and 6 is set forth in Exhibit B to this Declaration. The anticipated floor plans for the Units in Phases 2, 3, 4, 5 and 6 are located on Exhibit 2 to the Prospectus. The overall exterior appearance of the proposed Buildings may substantially differ from Building 1. In addition, the Developer has retained the right to modify the Plot Plan as to configuration, size and dimensions of the Buildings and Units provided that no Unit shall be less than 1,600 square feet of living area nor more than 2,600 square feet of living area. Moreover, the Developer retains the right to modify the floor plans of the Units by increasing or decreasing the number of bedrooms and/or bathrooms in any Unit provided that no Unit shall contain more than 4 bedrooms and/or 3 bathrooms nor less than 1 bedroom and/or 1 bathroom, and/or modify the location, arrangement, size and/or number of any interior rooms. Accordingly, Buildings and Units which are added to the Condominium may be substantially different from the other Buildings and Units in the Condominium. The Developer also reserves the right to make other nonmaterial changes in the legal description of a Phase.

(g) Developer Reservation. Developer, its successor or assigns, shall have the right to develop all or any part of the property described in Exhibit "A-1" of this Declaration, not added as a Phase 1 in any manner it deems appropriate, including as separate and distinct condominiums; provided said development is consistent with zoning regulations. Developer may, but shall not be obligated, to develop the lands described in Exhibit "A-1", as one or more additional sections of the Condominium. Developer reserves the right in its exclusive discretion to control the mixture and location of buildings and other improvements in future sections of the Condominium. Developer, at its option, may provide for a separate condominium association to operate any one or more of the separate condominiums or provide for the Association, to operate and manage one or more of such separate condominiums. The Association, any other condominium association created, and the Unit Owners in each Phase and/or section shall have a perpetual non-exclusive easement for utilities, drainage, and ingress and egress over, under, and through those portions of the common elements not occupied by the building(s) of each of the other separate condominiums, and such easement shall survive the termination of any other Phases and/or sections. Phases need not be added in any particular order. Developer reserves the right in its exclusive discretion to control the mixture and location of the buildings and other improvements in any future section of Coastal Oaks at Nocatee Carriage Homes, a Condominium, until the Declaration of Condominium and condominium plat of such section or the subdivision plat for the subdivision, as the case may be, is recorded in the Public Records of St. Johns County, Florida, notwithstanding any prior master plan, artist's renderings in sales literature or brochures, or other representations.

29. AMENDMENT OF DECLARATION ADDING PHASES:

(a) Notwithstanding anything to the contrary herein, the Developer expressly reserves the right to amend this Declaration so as to submit to condominium form of ownership the additional Phases set forth in Paragraph 28 herein, together with improvements thereon, as part and parcel of this Condominium without the consent thereto by the Association, Unit Owners other than the Developer, lienors or mortgagees of Units. The Developer may amend this Declaration as aforescribed by recording an amendment (or amendments) of this Declaration in the Public Records of St. Johns County, Florida, which amendment (or amendments) shall describe and submit the land being submitted to condominium ownership, and which amendment (or amendments) shall have attached thereto such certificates, surveys, plans and sketches as are required by the Condominium Act. Such amendments need be executed and acknowledged only by Developer and need not be approved by the Association, Unit Owners, or lienors or mortgagees of Units of the Condominium, whether or not elsewhere required for amendments.

(b) Developer presently contemplates submitting the five (5) additional Phases described in Paragraph 28 hereof to the Condominium form of ownership as part of this Condominium, and all the Phases added as part of this Condominium must be added within seven (7) years after the date on which this Declaration of Condominium is recorded in the Public Records of St. Johns County, Florida. In the event any of the Phases are not so developed by said date, the Phase not developed will not become part of the Condominium and will not share in the Common Elements, Common Surplus and Common Expenses of this Condominium and Developer or its successors shall have the right to develop said property in any manner it deems appropriate and consistent with zoning regulations. Developer may, but shall have no obligation, to develop the lands described in Exhibit "A-1" as additional sections of Coastal Oaks at Nocatee Carriage Homes, a Condominium or as separate condominiums and to submit them to separate and distinct condominium ownership similar to this Condominium.

(c) In the event Developer develops all of the lands described in Exhibit "A-1" as additional separate condominiums or subdivisions of Coastal Oaks at Nocatee Carriage Homes, a Condominium, the total number of condominium units in all sections of Coastal Oaks at Nocatee Carriage Homes, a Condominium, and/or residential dwelling units in all subdivisions of Coastal Oaks at Nocatee Carriage Homes, a Condominium, may total, but will not exceed 200. It is contemplated that the Association will be the condominium association responsible for the operation and management of all such condominiums, if developed as separate condominiums of Coastal Oaks at Nocatee Carriage Homes, a Condominium; provided, however, Developer, at its option, may provide for a separate condominium association to operate and manage any one or more of the separate condominiums. Unless otherwise provided in the Declaration of Condominium for each condominium section of Coastal Oaks at Nocatee Carriage Homes, a Condominium, the owners of a vested present interest in the fee title to any of the condominium units in any section of Coastal Oaks at Nocatee Carriage Homes, a Condominium, which is operated and managed by the Association shall automatically be members of the Association and shall be entitled to the same voting rights as are extended herein to Unit Owners in Phase 1 submitted hereby. If the lands are developed as separate condominiums or subdivisions, the operation of such additional condominium(s) by the Association shall not constitute and is not intended to result in a merger of the Common

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Elements, and each separate condominium section of Coastal Oaks at Nocatee Carriage Homes, a Condominium, if so developed, shall constitute a separate and distinct condominium from all other actions.

(d) Unless limited by the Declaration of Condominium for a particular condominium, all Unit Owners, lessees and guests in all condominiums developed as separate condominiums on any of the Lands described in Exhibit "A-1" to this Declaration, shall have and are hereby granted a perpetual, non-exclusive license (subject to termination as provided herein) for the use of any recreational or common facilities constructed in any Phase that becomes a part of this Condominium (provided such recreational or common facilities are Common Elements), subject to the following conditions of use:

(1) All such users must abide by all non-discriminatory rules and regulations promulgated by the Board of Directors of the Association; and

(2) The unit owner in any such separate condominium must pay an annual use fee to the Association, established by the Board of Directors of the Association. The use fee shall be reasonably based on a pro rata sharing by all such unit owners and unit owners in Coastal Oaks at Nocatee Carriage Homes, a Condominium, of the expenses of insuring, maintaining, operating, and repairing the recreational and other common facilities. The fee will be established on an annual basis and shall be due and payable in such manner as the Board of Directors of the Association determines. The requirement to pay the annual use fee does not apply to any members of the Association.

If a Unit Owner fails to abide by the rules and regulations promulgated by the Board of Directors of the Association or to pay its annual use fee to the Association, the Unit Owner's license to use said recreational or common facilities shall terminate and the Unit Owner shall be prohibited from using such recreational or common facilities.

(e) The addition of each Phase to the Condominium shall cause the Common Elements of the added Phase to merge with the Common Elements of Phase 1. If and when subsequent Phases are added, the percentages of ownership of the Common Elements attributable to each Unit shall be determined in the manner set forth in Paragraph 8 herein.

30. INVALIDATION AND OPERATION.

(a) Invalidation of any portion of this Declaration or of any provision contained in a conveyance of a Condominium Unit, whether by judgment or court order or law, shall not affect any of the other provisions, which shall remain in full force and effect.

(b) In the event any court should hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law and for such purpose measuring lives shall be those of the incorporator of the Association.

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31. INTERPRETATION. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to-wit: Chapter 718, Florida Statutes, as of the date hereof.

32. HURRICANE SHUTTERS. Unit Owners may install hurricane or storm shutters only in accordance with the specifications adopted by the Board of Directors, which shall include specifications concerning color, style and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. The Board reserves the right (but is not obligated), subject to provisions of §718.3026, Florida Statutes, and the approval of a majority of voting interests of the Condominium, to install hurricane shutters and may maintain, repair or replace such approved hurricane shutters, whether on or within Common Elements, Limited Common Elements, Units or the Association Property. However, where laminated glass architecturally designed to function as hurricane protection which complies with the applicable building codes has been installed, the Board may not install hurricane shutters. The Board may operate shutters installed pursuant to this Section without permission of the Unit Owners only where such operation is necessary to preserve and protect the Condominium Property and Association Property. The expense of installing and repairing hurricane shutters by the Board shall constitute a Common Expense, although a Unit Owner who has previously installed hurricane shutters or laminated glass architecturally designed to function as hurricane protection which complies with the applicable building code shall receive a credit equal to the pro rata portion of the assessed installation costs assigned to each Unit.

33. CONSENT BY MORTGAGEES. In the event that mortgagee consent is required for any amendment to this Declaration pursuant to Section 12, the approval of fifty-one percent (51%) of the Institutional Mortgagees holding mortgages of record on Condominium Units in the Condominium shall be required.

An addition or amendment shall not be considered material if it is for the purpose of correcting technical or scrivener's errors or for clarification only. An Institutional Mortgagee who receives a written request from the Association to approve material additions or amendments to the above items who does not deliver or post a negative response to the Association within sixty (60) days shall be deemed to have approved such addition or amendment, provided such written request was delivered by certified or registered mail with a "return receipt" requested.

34. NOTICE TO INSTITUTIONAL MORTGAGEES. Institutional Mortgagees will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Condominium Project or the Condominium Unit securing its mortgage.

(b) Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.

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- (c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- (d) Any proposed action that requires the consent of a specified percentage of mortgage holders.
- (e) The recording of a plan of termination.

The Association shall be deemed to have fulfilled its obligations under this Section or elsewhere in this Declaration with respect to notice to Institutional Mortgagees and an Institutional Mortgagee shall be deemed to have been given any required notice hereunder so long as the Association can establish that it served the notice in question in the manner provided herein directed to the Institutional Mortgagee at (i) the address of the Institutional Mortgagee where mortgage payments are then being made by the Unit Owner who is the mortgagor under the Institutional Mortgagee's mortgage, where such address has been made available to the Association or (ii) the address set forth for the Institutional Mortgagee on the mortgage or assignment of mortgage most recently recorded in the Public Records of St. Johns County, Florida. The manner in which the Association shall give the notices required to the Institutional Mortgagees pursuant to this Section shall be by certified mail, with return receipt requested and sufficient prepaid postage attached thereto, addressed to the last address of the Institutional Mortgagee identified to the Association as provided herein.

35. ADDITIONAL RIGHTS OF INSTITUTIONAL MORTGAGEES. Institutional Mortgagees shall have the following rights:

- (a) Upon written request of an Institutional Mortgagee to the Association any Institutional Mortgagee is entitled to a copy of the financial statements of the Association for the immediately preceding fiscal year as soon as such financial statements are available.
- (b) The Association shall make available for inspection upon the Institutional Mortgagee's request, during normal business hours of the Association, current copies of this Declaration, Bylaws, other rules concerning the Condominium Property, and the books, records and financial statement of the Association.

36. COASTAL OAKS. The Condominium Property is subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of Coastal Oaks, recorded in O.R. Book 2931, beginning on Page 364, of the Public Records of St. Johns County, Florida, as it may be amended from time to time (the "**Master Declaration**"). The Master Declaration provides, among other things, that every member of Coastal Oaks Homeowners Association, Inc. (the "**Master Association**") shall have a right of enjoyment and use in and easement to the Common Elements as described in the Master Declaration ("**Master Association Common Areas**"), which right and easement shall be appurtenant to, and shall pass with the title to, every Unit, subject to the right of the Master Association to charge reasonable admission, assessments and other fees for the use and maintenance of the Master Association Common Areas, and for other property as more particularly described in the Master Declaration. Membership in the Master Association is mandatory and automatic with the ownership of real property in Coastal Oaks at Nocatee Carriage Homes (which would include the ownership of a

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Condominium Unit in the Condominium). The Master Declaration provides that every member of the Master Association (which includes the Unit Owners) agrees to pay assessments to the Master Association. The assessments are currently determined on a per unit basis, and the amount of such assessments is subject to change. The assessment, together with interest and cost of collection, will be a continuing lien against each Condominium Unit against which assessment is made. The Developer of the Master Association reserves the right to expand or add to the recreational facilities of the Master Association without consent of Unit Owners or the Association.

37. CONSTRUCTION. In the case of any inconsistencies between the terms of this Declaration with the Master Declaration, the terms of the more restrictive provisions shall control, unless such terms of this Declaration are prohibited by the Master Declaration and, in that event, the terms of the Master Declaration shall control. The Association shall be subject to all superior rights and powers which have been conferred upon the Master Association pursuant to the Master Declaration, except to the extent prohibited by law, and the Association shall take no action in derogation of the rights of, or contrary to the interest of, the Master Association.

38. SECURITY. **NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM PROPERTY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:**

(a) **IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE CONDOMINIUM PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM PROPERTY AND THE VALUE THEREOF;**

(b) **THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, ST. JOHNS COUNTY, AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND**

(c) **ANY PROVISIONS OF THE CONDOMINIUM DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS**

LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

AS USED IN THIS ARTICLE, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, MANAGERS, CONTRACTORS, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS AND SHALL ALSO INCLUDE THE DEVELOPER, WHICH SHALL BE FULLY PROTECTED HEREBY.

39. TERMINATION. The Condominium may be terminated in the following manner:

(a) Subject to paragraphs (b), (c) and (d) below, the Declaration and any amendments or supplements hereto will remain in effect from date of recordation until thirty-five (35) years from the date the Declaration is recorded in Public Records of St. Johns County, Florida. Thereafter, this Declaration will be automatically extended for five (5) successive periods of ten (10) years each, unless otherwise modified or terminated as provided below.

(b) Notwithstanding any provision to the contrary in this Declaration, pursuant to the Condominium Act, the Condominium may be terminated by a plan of termination approved by the affirmative vote of two-thirds (2/3) of the voting interests of Unit Owners at a meeting duly called for such purpose pursuant to the Bylaws when:

(1) The total estimated cost of repairs necessary to restore the improvements to their former condition or being them into compliance with applicable laws or regulations exceeds the combined fair market value of all Units in the Condominium after completion of the repairs; or

(2) It becomes impossible to operate or reconstruct the Condominium in its prior physical configuration because of land use laws or regulations.

(c) Except as provided in Section 39(b) above, pursuant to the Condominium Act, the Condominium may be terminated pursuant to a plan of termination approved by at least 80 % of the total voting interests of the Condominium if not more than 10% of the total voting interests of the Condominium have rejected the plan of termination by negative vote or by providing written objections thereto. Notwithstanding the foregoing and in order to comply with the requirements of FNMA, FHLMC, the Government National Mortgage Association, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans' Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs or for other reasons must be approved by mortgagees that represent at least 51 percent of the votes of the Units that are subject to mortgages.

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(d) Upon termination of the Condominium, the Condominium Property shall be owned in common by all the Unit Owners in the same undivided shares as each Unit Owner had in the Common Elements pursuant to the provisions of this Declaration. All liens shall be transferred, to the extent provided by the Condominium Act, to the undivided share in the Condominium Property attributable to the Condominium Unit originally encumbered by the lien in its same priority.

(e) Within thirty (30) days after a plan of termination has been recorded, a notice shall be delivered to all Unit Owners, lienors of the Condominium Property, and lienors of all Units stating that a plan of termination has been recorded. A Unit Owner or lienor may contest a plan of termination pursuant to Section 718.117 of the Condominium Act.

40. SUSPENSION OF USE RIGHTS AND VOTING.

(a) Compliance. Every Unit Owner and his tenants, Lessees, Guests, invitees and agents shall comply with any and all rules and regulations and use restrictions as same exist and as may be adopted in the future by the Board of Directors.

(b) Enforcement. Failure to comply with such rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums for damages, an action for injunctive relief, or any combination thereof.

(c) Non-Exclusive Remedy. The fines provided for herein shall not be construed to be an exclusive remedy of the Association, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Unit Owner shall be deducted from or offset against any damage which the Association may otherwise be entitled to recover by law.

(d) Fines and Suspensions. The Association may impose a fine or fines upon an Owner, and/or such Unit Owner's occupant, licensee or invitee which shall be treated as an individual assessment otherwise due to the Association, for failure to comply with any provision of the Declaration, the Bylaws, or the reasonable rules of the Association. In the case of the imposition of a suspension of use rights or voting rights due to the failure to pay monetary amounts due to the Association, as further provided herein, the suspension must be approved at a properly noticed Board meeting, and after the imposition of such suspension the Association must notify the Unit Owner and, if applicable, the Unit's occupant, licensee or invitee by mail or hand delivery. Except as otherwise provided herein, all other fines or suspensions may only be imposed provided the following procedures are adhered to:

(1) Notice: The Association shall notify the Owner, and, if applicable, its occupant, licensee or invitee, in writing of the non-compliance. Included in the notice shall be the date and time of the next meeting at which the non-compliance will be heard and considered. The notice of the non-compliance to the Owner, and, if applicable, its occupant, licensee or invitee, shall provide, at a minimum, at least fourteen (14) days notice prior to the meeting.

(2) Hearing: The noncompliance shall be presented at a meeting before a committee of at least three (3) other Unit Owners appointed by the

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Board, who are neither Board members nor persons residing in a Board member's household, where the Unit Owner, its occupant, licensee or invitee, may protest any allegation of non-compliance and any imposition of fines or suspensions. A written decision of the committee shall be submitted to the Owner, and, if applicable, its occupant, licensee or invitee, not later than twenty-one (21) days after the meeting. The committee must approve the proposed fine or suspension prior to it being imposed.

(3) Fines: The Association may impose reasonable fines, not to exceed \$100 per violation per day, against any Owner, occupant, licensee or invitee. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing as provided herein, however, the fine may not in the aggregate exceed \$1,000.

(e) Suspension of Use Rights and Voting. The Association may suspend, for a reasonable period of time, the right of an Owner, or the Owner's tenant, guest, or invitee, to use the Common Elements, common facilities, or any other Association property for failure to comply with any provision of the Declaration, the Bylaws, or reasonable rules of the Association.

If an Owner is delinquent for more than ninety (90) days in paying a monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid in full, the rights of any Owner, occupant, licensee or invitee to use any Common Elements and/or common facilities, or any other Association property, and the Association may also suspend the voting rights of a Unit or Member for nonpayment of any monetary obligation due to the Association that is delinquent in excess of ninety (90) days. The notice and hearing requirements enumerated under Section 40(d)(1) and (2) do NOT apply to suspensions of use rights or suspension of voting rights imposed due to delinquency in paying a monetary obligation. (This subsection does not apply to Limited Common Elements intended to be used only by that Unit, Common Elements that must be used to access the Unit, utility services provided to the Unit, parking spaces, or elevators.)

Notwithstanding any other provision to the contrary, but only as to this subsection, if Chapter 718, Florida *Statutes*, is ever amended to provide that the Association shall have the right to exercise the suspension rights (either for use and/or voting privileges) enumerated in this subsection for a monetary delinquency of less than ninety (90) days, or in the event that Chapter 718, *Florida Statutes*, is ever amended to provide that the Association shall have the right to exercise fining and suspension rights (either for use and/or voting privileges) enumerated in this subsection for other types of violations or in higher penalty amounts, then such rights shall automatically be bestowed upon the Association without need for amending this Declaration or providing any notice.

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41. SURFACE WATER MANAGEMENT SYSTEM AND STORM WATER MANAGEMENT SYSTEM. To the extent that the Surface Water Management System and Stormwater Management System are not maintained by the Community Development District, the following provisions shall apply:

(a) Dedication. The Surface Water Management System and Storm Water Management System are hereby dedicated as part of the Common Areas. The Surface Water Management System and Storm Water Management System shall be the perpetual responsibility of the Association and may in no way be altered from their natural or permitted state.

(b) Maintenance and Monitoring. The Association shall be responsible for the maintenance, operation and repair of the Surface Water Management System and Storm Water Management System. Maintenance of the Surface Water Management System and Storm Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the St. Johns River Water Management District (the “**District**”), including but not limited to complying with the “best management practices” prevailing in the area and as otherwise required by the District. Furthermore, the Association shall comply in all material respects with the requirements of the District’s Urban Stormwater Management Program, all as more particularly set forth in Exhibit “E” attached hereto. Any repair or reconstruction of the Surface Water Management System and Storm Water Management System shall be as permitted or if modified, as approved by the District.

(c) Use Restrictions. The Association shall enforce the use restrictions for the Surface Water Management System and Storm Water Management System. Activities prohibited within the Surface Water Management System and Storm Water Management System shall include, but not be limited to:

- (1) Digging or excavation;
- (2) Depositing fill, debris, or any other material or item;
- (3) Constructing or altering any water control structure; or
- (4) Any other construction that would modify the Surface Water Management System and Storm Water Management System.

(d) Enforcement by District. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration and take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel the Association to correct any outstanding problems with the Surface Water Management System and Storm Water Management System.

(e) Dissolution of Association. If the Association ceases to exist, then all Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System and Storm Water Management System in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility for such system.

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(f) Covenant for Maintenance Assessments for Association. Assessments shall also be used for the maintenance and repair of the Surface Water Management System and Storm Water Management System including but not limited to work within retention areas, drainage structures and drainage easements.

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

(h) Amendment. Any amendment to this Declaration which alters any provisions relating to the Surface Water Management System and Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the Common Elements, must have the prior approval of the District.

42. CONSERVATION AREAS. Portions of the Condominium shall contain Conservation Areas, as required by the St. Johns River Water Management District, and as more particularly identified on the Plat or pursuant to any conservation easements created pursuant to Section 704.06, *Florida Statutes*. All Owners are notified that portions of the Units may contain or lie adjacent to Conservation Areas and each Owner shall comply with all use restrictions created herein or pursuant to any conservation easements created for the Conservation Areas. The Association is charged with the duty of perpetually maintaining all Conservation Areas in accordance with the requirements contained in the St. Johns River Water Management District permit pertaining to the Condominium and any subsequent conservation easements created. All expenses incurred in maintaining the Conservation Areas shall be deemed Common Expenses and the Unit Owners shall be responsible for paying same. The Association is further charged with the duty to perpetually maintain all markers and signage required by the St. Johns River Water Management District permit governing the Condominium and the Association shall have a perpetual right and easement over the entire Condominium to maintain the Conservation Areas, and all markers and signs pertaining thereto.

43. LEGAL ACTIONS BY ASSOCIATION Subject to Section 16 of this Declaration, any action brought by the Association against one of the Unit Owners or against the Declarant shall be resolved by binding arbitration. The losing party shall be responsible for all costs and fees in connection with the arbitration. THIS SECTION 42 REQUIRES A UNIT OWNER AND THE ASSOCIATION TO WAIVE THEIR RIGHT TO SUE THE DEVELOPER IN COURT AND, INSTEAD, ARBITRATE OR MEDIATE DISPUTES INCLUDING, BUT NOT LIMITED TO: DEVELOPER REPRESENTATIONS PERTAINING TO COMMONLY USED FACILITIES; ACTIONS TAKEN BY DEVELOPER-ELECTED DIRECTORS WHILE

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THE DEVELOPER CONTROLS THE ASSOCIATION; DISPUTES REGARDING A UNIT OWNER'S CLAIM OF VOIDABILITY BASED UPON CONTRACTUAL PROVISIONS AS REQUIRED IN SECTION 718.503(1)(A), *FLORIDA STATUTES*; FALSE OR MISLEADING STATEMENTS PUBLISHED BY THE DEVELOPER AND RELIED UPON BY A UNIT OWNER; AND WARRANTY RIGHTS ON THE UNIT AND IMPROVEMENTS. BUYER SHOULD CONSULT AN ATTORNEY ABOUT BUYER'S RIGHTS UNDER THESE PROVISIONS.

44. CONTROLLING AGREEMENT. To the extent any provisions contained herein conflict with the Articles or Bylaws, the provisions contained herein shall supersede such conflicting provisions contained in the Articles or Bylaws.

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IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name by the proper officers of its managing general partner thereunto duly authorized and its corporate seal affixed, the day and year first above written.

WITNESSES:

“Grantor”:

TOLL JACKSONVILLE LIMITED PARTNERSHIP, a Florida limited partnership

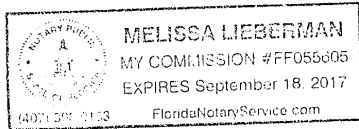
By: TOLL FL GP CORP., a Florida corporation, General Partner

[Signature]
Print Name: Elaine Beale
[Signature]
Print Name: Melissa Lieberman

By: [Signature]
Print Name: STEVE MERTEN
Title: SR. VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 4 day of October, 2016, by Steve Merten, as DIV. SR. VP of Toll FL GP Corp., a Florida corporation, General Partner of Toll Jacksonville Limited Partnership, a Florida limited partnership, on behalf of the corporation and limited partnership, who is personally known to me or who has produced personally known as identification.



[Signature]
NOTARY PUBLIC
Name: Melissa Lieberman
Serial No. FF05605
My Commission expires: 9/18/17

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Exhibit "A"
Phase 1 Land

COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

LEGAL DESCRIPTION
PHASE 1 BOUNDARY

APRIL 13, 2016

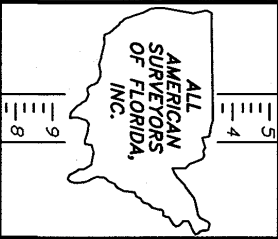
PHASE 1
(TO BE SUBMITTED TO CONDOMINIUM OWNERSHIP)

A PORTION OF LOT "A", AS SHOWN ON MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1 REPLAT, AS RECORDED IN MAP BOOK 66, PAGES 3-9 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF LOT "A" AS SHOWN ON SAID MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1 REPLAT; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT "A" NORTH 44°58'46" WEST, A DISTANCE OF 70.09 FEET; THENCE NORTH 00°01'14" EAST, A DISTANCE OF 20.71 FEET; THENCE NORTH 45°01'14" EAST, A DISTANCE OF 120.37 FEET; THENCE NORTH 54°12'47" EAST, A DISTANCE OF 5.96 FEET; THENCE SOUTH 54°55'29" EAST, A DISTANCE OF 105.63 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF OYSTER BAY WAY; THENCE, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, SOUTH 45°01'14" WEST, A DISTANCE OF 134.13 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 25.00 FEET; THENCE ALONG AND AROUND SAID CURVE AN ARC DISTANCE OF 30.77 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 50.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 80°17'03" WEST, 28.87 FEET; THENCE ALONG AND AROUND SAID CURVE AN ARC DISTANCE OF 3.87 FEET TO THE POINT OF BEGINNING, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 66°40'04" WEST, 3.87 FEET.

THUS DESCRIBED CONTAIN 15,499 SQUARE FEET, OR 0.36 ACRES, MORE OR LESS

NOTE:
PHASE 1 WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME.
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PLEASE REFER TO THE DECLARATION OF CONDOMINIUM.



ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS - 6830 SOUTHPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT:

SHEET: 5

BK: 4273 PG: 1361

Exhibit A-1

COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

LEGAL DESCRIPTION
PHASE 2 BOUNDARY

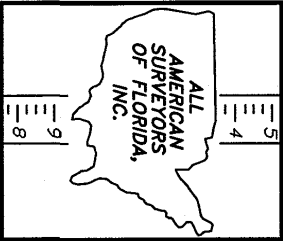
APRIL 13, 2016

PHASE 2
(NOT SUBMITTED TO CONDOMINIUM AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO DECLARATION OF CONDOMINIUM)
A PORTION OF LOT "A", AS SHOWN ON MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1 REPLAT, AS RECORDED IN MAP BOOK 66, PAGES 3-9 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF LOT "A" AS SHOWN ON SAID MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1 REPLAT; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT "A" NORTH 44°58'46" WEST, A DISTANCE OF 70.09 FEET; THENCE NORTH 00°01'14" EAST, A DISTANCE OF 20.71 FEET; THENCE NORTH 45°01'14" EAST, A DISTANCE OF 120.37 FEET; THENCE NORTH 54°12'47" EAST, A DISTANCE OF 5.96 FEET TO THE POINT OF BEGINNING; THENCE NORTH 12°02'26" EAST, A DISTANCE OF 95.12 FEET; THENCE NORTH 03°35'40" EAST, A DISTANCE OF 40.44 FEET; THENCE SOUTH 86°24'20" EAST, A DISTANCE OF 101.86 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF OYSTER BAY WAY, SAID POINT LYING ON A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 50.00 FEET; THENCE, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE AND AROUND SAID CURVE AN ARC DISTANCE OF 51.65 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG AND AROUND SAID CURVE AN ARC DISTANCE OF 21.03 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 24°05'42" EAST, 20.41 FEET TO THE POINT TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°35'57" EAST, 49.38 FEET; THENCE, CONTINUING ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, SOUTH 00°00'00" EAST, A DISTANCE OF 69.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 75.00 FEET; THENCE ALONG AND AROUND SAID CURVE AN ARC DISTANCE OF 58.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22°30'37" WEST, 57.43 FEET; THENCE NORTH 54°55'29" WEST, A DISTANCE OF 105.63 FEET TO THE POINT OF BEGINNING.

THUS DESCRIBED CONTAIN 18,230 SQUARE FEET, OR 0.42 ACRES, MORE OR LESS

NOTE:
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ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6820 SOUTHPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT:

SHEET: 6

COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

LEGAL DESCRIPTION
PHASE 3 BOUNDARY

APRIL 13, 2016

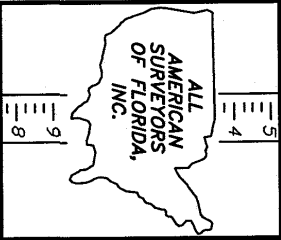
PHASE 3
(NOT SUBMITTED TO CONDOMINIUM AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO DECLARATION OF CONDOMINIUM)

A PORTION OF LOT "A", AS SHOWN ON MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1 REPLAT, AS RECORDED IN MAP BOOK 66, PAGES 3-9 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF LOT "A" AS SHOWN ON SAID MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT "A" NORTH 44°58'46" WEST, A DISTANCE OF 70.09 FEET; THENCE NORTH 00°01'14" EAST, A DISTANCE OF 20.71 FEET; THENCE NORTH 45°01'14" EAST, A DISTANCE OF 120.37 FEET; THENCE NORTH 54°12'47" EAST, A DISTANCE OF 5.96 FEET; THENCE NORTH 12°02'26" WEST, A DISTANCE OF 95.12 FEET; THENCE NORTH 03°35'40" EAST, A DISTANCE OF 40.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 03°35'40" EAST, A DISTANCE OF 66.72 FEET; THENCE NORTH 52°13'39" EAST, A DISTANCE OF 130.50 FEET; THENCE SOUTH 79°30'15" EAST, A DISTANCE OF 20.73 FEET; THENCE SOUTH 37°46'25" EAST, A DISTANCE OF 14.32 FEET; THENCE NORTH 89°12'13" EAST, A DISTANCE OF 48.68 FEET; THENCE SOUTH 13°05'29" WEST, A DISTANCE OF 101.97 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF OYSTER BAY WAY, SAID POINT LYING ON A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 50.00 FEET; THENCE, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE AND ALONG AND AROUND SAID CURVE AN ARC DISTANCE OF 80.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 57°02'29" WEST, 71.99 FEET; THENCE NORTH 86°24'20" WEST, A DISTANCE OF 101.86 FEET TO THE POINT OF BEGINNING.

THUS DESCRIBED CONTAIN 18,558 SQUARE FEET, OR 0.43 ACRES, MORE OR LESS

NOTE:
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ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6820 SOUTHPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT:

SHEET: 7

COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

LEGAL DESCRIPTION
PHASE 4 BOUNDARY

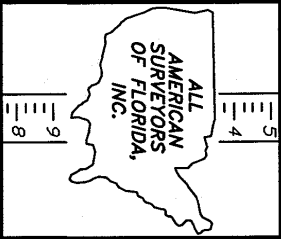
APRIL 13, 2016

PHASE 4
(NOT SUBMITTED TO CONDOMINIUM AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO DECLARATION OF CONDOMINIUM)
A PORTION OF LOT "A", AS SHOWN ON MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1 REPLAT, AS RECORDED IN MAP BOOK 66, PAGES 3-9 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF LOT "A", AS SHOWN ON SAID MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1 REPLAT; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT "A" NORTH 44°58'46" WEST, A DISTANCE OF 70.09 FEET; THENCE NORTH 00°01'14" EAST, A DISTANCE OF 20.71 FEET; THENCE NORTH 45°01'14" EAST, A DISTANCE OF 120.37 FEET; THENCE NORTH 54°12'47" EAST, A DISTANCE OF 5.96 FEET; THENCE NORTH 12°02'26" WEST, A DISTANCE OF 95.12 FEET; THENCE NORTH 03°35'40" EAST, A DISTANCE OF 107.16 FEET; THENCE NORTH 52°13'35" EAST, A DISTANCE OF 130.50 FEET; THENCE SOUTH 79°30'15" EAST, A DISTANCE OF 20.73 FEET; THENCE SOUTH 37°46'25" EAST, A DISTANCE OF 14.32 FEET; THENCE NORTH 89°12'13" EAST, A DISTANCE OF 48.68 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 79°30'15" EAST, A DISTANCE OF 65.40 FEET; THENCE SOUTH 31°14'06" EAST, A DISTANCE OF 129.31 FEET; THENCE SOUTH 12°47'17" WEST, A DISTANCE OF 51.92 FEET; THENCE SOUTH 89°05'53" WEST, A DISTANCE OF 112.11 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF OYSTER BAY WAY, SAID POINT LYING ON A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 50.00 FEET; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE AND ALONG AND AROUND SAID CURVE AN ARC DISTANCE OF 95.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22°13'33" WEST, 81.62 FEET; THENCE NORTH 13°05'29" EAST, A DISTANCE OF 101.97 FEET TO THE POINT OF BEGINNING.

THUS DESCRIBED CONTAIN 18,192 SQUARE FEET, OR 0.42 ACRES, MORE OR LESS

NOTE:
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ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS - 8820 SOUTHPPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT:

SHEET: 8

COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

LEGAL DESCRIPTION
PHASE 6 BOUNDARY

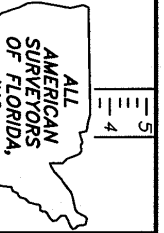
APRIL 13, 2016

PHASE 6
(NOT SUBMITTED TO CONDOMINIUM AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO DECLARATION OF CONDOMINIUM)

A PORTION OF LOT "B" AS SHOWN ON MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1 REPLAT, AS RECORDED IN MAP BOOK 66, PAGES 3-9 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF LOT "B" AS SHOWN ON SAID MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1 REPLAT; THENCE ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF BLUE WATER DRIVE NORTH 45°01'14" EAST, A DISTANCE OF 143.36 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44°58'46" WEST, A DISTANCE OF 115.00 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF OYSTER BAY WAY; THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE NORTH 45°01'14" EAST, A DISTANCE OF 118.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 25.00 FEET; THENCE ALONG AND AROUND SAID CURVE AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF EVERGLADE WAY, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 89°58'46" EAST, 39.36 FEET; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE SOUTH 44°58'46" EAST, A DISTANCE OF 65.00 FEET; THENCE SOUTH 00°01'14" WEST, A DISTANCE OF 35.36 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF BLUEWATER DRIVE; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE SOUTH 45°01'14" WEST, A DISTANCE OF 118.00 FEET TO THE POINT OF BEGINNING.

THUS DESCRIBED CONTAIN 15,999 SQUARE FEET, OR 0.37 ACRES, MORE OR LESS



NOTE:
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ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6820 SOUTHPPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT:

SHEET: 9

COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

LEGAL DESCRIPTION
PHASE 5 BOUNDARY

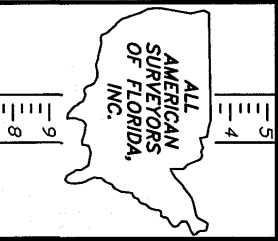
APRIL 13, 2016

PHASE 5
(NOT SUBMITTED TO CONDOMINIUM AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO DECLARATION OF CONDOMINIUM)
A PORTION OF LOT "B", AS SHOWN ON MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1 REPLAT, AS RECORDED IN MAP BOOK 66, PAGES 3-9 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF LOT "B" AS SHOWN ON SAID MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1 REPLAT; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT "B" THE FOLLOWING FOUR COURSES: (1) THENCE NORTH 44°58'46" WEST, 100.36 FEET; (2) THENCE NORTH 00°01'14" EAST, 20.71 FEET; (3) THENCE NORTH 45°01'14" EAST, 12.04 FEET; (4) THENCE NORTH 00°44'59" EAST, 53.47 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF OYSTER BAY WAY, SAID POINT LYING ON A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 50.00 FEET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND AROUND SAID CURVE AN ARC DISTANCE OF 65.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING THE SOUTHEASTERLY RIGHT OF WAY LINE OF OYSTER BAY WAY, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 82°40'11" EAST, 61.11 FEET; THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE NORTH 45°01'14" EAST, A DISTANCE OF 30.01 FEET; THENCE SOUTH 44°58'46" EAST, A DISTANCE OF 115.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF BLUEWATER DRIVE; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, SOUTH 45°01'14" WEST, A DISTANCE OF 143.36 FEET TO THE POINT OF BEGINNING;

THUS DESCRIBED CONTAIN 17,563 SQUARE FEET, OR 0.40 ACRES, MORE OR LESS

NOTE:
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ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS - 8820 SOUTHPPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT:

SHEET: 10

BK: 4273 PG: 1367

Exhibit "B"
Survey, Graphic Description and Plot Plan

COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

APRIL 13, 2016

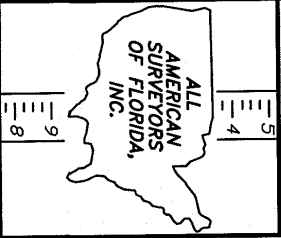
INDEX

SHEET

- 1. CERTIFICATION
- 2. FLOOD CERTIFICATION
- 3. OVERALL LEGAL DESCRIPTION
- 4. OVERALL BOUNDARY
- 5-10. PHASES 1-6 LEGAL DESCRIPTIONS
- 11. PHASES 1-6 GRAPHIC DEPICTIONS
- 12. PLOT PLAN

SHEET

- 13-18. BUILDINGS AREA LEGAL DESCRIPTIONS
- 19. BUILDING AREA MAP
- 20. BUILDING PLAN, FIRST FLOOR
- 21. BUILDING PLAN, SECOND FLOOR
- 22-25. FLOOR PLANS, UNITS A-D
- 26. RIGHT-LEFT BUILDING ELEVATION PLANS
- 27. FRONT-REAR BUILDING ELEVATION PLANS
- 28-30. UNIT NUMBER DESIGNATIONS



PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
 LAND SURVEYORS - 6820 SOUTHPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

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COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

CERTIFICATION

APRIL 13, 2016

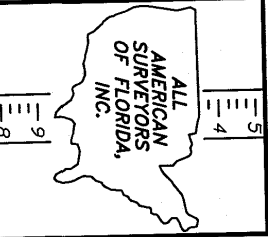
CERTIFICATION

This is to certify that, in accordance with the provisions of Section 718.104 (4) (e), Florida Statutes, that the construction of the improvements described is substantially complete so that the material, together with the provisions of the Declaration of Condominium of COASTAL OAKS AT NOCATTEE CARRIAGE HOMES, describing the condominium property is an accurate representation of the location and dimensions of the improvements, and further that the identification, location and dimensions of the common elements and that each unit can be determined from these materials.

Signed this 15 day of April, A.D. 2016.

Bob L. Pittman
ALL AMERICAN SURVEYORS OF FLORIDA INC.
JAMES D. HARRISON, JR. PLS
REGISTERED LAND SURVEYOR No. 2647
STATE OF FLORIDA
ALL AMERICAN SURVEYORS OF FLORIDA INC.
BOB L. PITTMAN, PMS
REGISTERED LAND SURVEYOR No. 4827
STATE OF FLORIDA

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PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6820 SOUTHPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT:

SHEET: 1

COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

FLOOD CERTIFICATION
APRIL 13, 2016

FLOOD CERTIFICATION

I herby certify that I have examined the current FLOOD HAZARD INSURANCE RATE MAPS and that the property described herein and referred to as COASTAL OAKS AT NOCATTEE CARRIAGE HOMES, lies within Zone "X" AND "AE" PER L.O.M.R. CASE # 11-04-2757X, EFFECTIVE DATE MARCH 07, 2011, as shown on the FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP 12109C0185H, Community Number 125147, for St. Johns County, Florida, F.I.R.M. index date September 02, 2004.

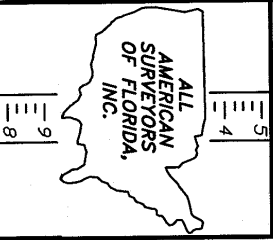
Signed this 15 day of April A.D. 2016.

Bob L. Pittman
4.15.16

ALL AMERICAN SURVEYORS OF FLORIDA INC.
JAMES D. HARRISON, JR. PLS
REGISTERED LAND SURVEYOR No. 2647
STATE OF FLORIDA

ALL AMERICAN SURVEYORS OF FLORIDA INC.
BOB L. PITTMAN, PMS
REGISTERED LAND SURVEYOR No. 4827
STATE OF FLORIDA

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PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6820 SOUTHPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT: SHEET: 2

COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

APRIL 13, 2016

"ONLY THAT PORTION OF THE LAND DESCRIBED AS PHASE 1 ON EXHIBIT 'A' ATTACHED TO THE DECLARATION OF CONDOMINIUM WILL BE SUBMITTED TO THE CONDOMINIUM AT THIS TIME. THE REMAINING PORTION OF THE LAND DEPICTED ABOVE WILL NOT BE SUBMITTED TO THE CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED UNLESS SUCH REMAINING PORTION IS OTHERWISE SUBMITTED TO THE CONDOMINIUM IN ACCORDANCE WITH THE DECLARATION."

CURVE	BEARING	CHORD	RADIUS	LENGTH	DELTA
C1	N82°40'11"E	61.11	50.00	65.74	75°19'59"
C2	S89°58'46"E	39.36	25.00	39.27	90°00'00"
C3	N25°43'33"E	99.68	50.00	149.03	170°46'41"
C4	S82°08'48"W	76.23	50.00	227.48	260°40'22"
C5	S24°05'42"E	20.41	25.00	21.03	48°11'22"
C6	S22°30'37"W	57.43	25.00	58.93	45°01'14"
C7	S80°17'03"W	28.87	25.00	30.77	70°31'49"
C8	N66°40'04"W	3.87	50.00	3.87	04°26'04"

COASTAL OAKS AT NOCATTEE ~ PHASE 1
PLAT BOOK 60, PAGES 1-22

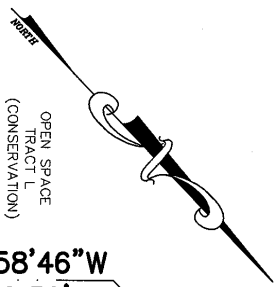
OPEN SPACE TRACT L (CONSERVATION)

OPEN SPACE TRACT M (CONSERVATION)

BOUNDARY

POINT OF BEGINNING
S.W. CORNER, LOT "A"

POINT OF BEGINNING
S.W. CORNER, LOT "B"

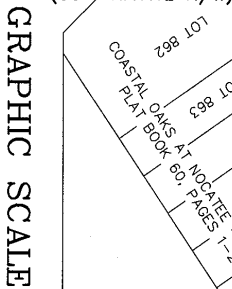


OPEN SPACE TRACT L (CONSERVATION)

N44°58'46"W
100.36'

S45°01'14"W
261.36'

EVERGLADE WAY
(50' PRIVATE R/W)



GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.

LINE	LENGTH	BEARING
L1	20.71	N00°01'4"E
L2	12.04	N45°01'4"E
L3	53.47	N00°44'59"E
L4	148.01	N45°01'4"E
L5	65.00	S44°58'46"E
L6	35.36	S00°01'4"W
L7	70.09	N44°58'46"W
L8	20.71	N00°01'4"E
L9	120.37	N45°01'4"E
L10	5.96	N54°12'47"E
L11	93.12	N12°02'26"W
L12	20.73	S79°30'15"E
L13	14.32	S37°46'25"E
L14	48.68	N89°12'13"E
L15	65.40	S79°30'15"E
L16	51.92	S12°47'17"W
L17	112.11	S89°05'53"W
L18	69.22	S00°00'00"E
L19	134.13	S45°01'14"W

COASTAL OAKS AT NOCATTEE ~ PHASE 1
PLAT BOOK 60, PAGES 1-22

ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6820 SOUTHPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT:

SHEET: 4

COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

LEGAL DESCRIPTION
PHASE 1 BOUNDARY
APRIL 13, 2016

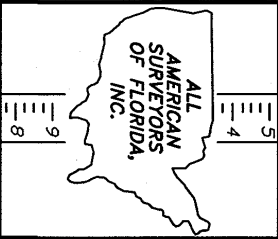
PHASE 1
(TO BE SUBMITTED TO CONDOMINIUM OWNERSHIP)

A PORTION OF LOT "A", AS SHOWN ON MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1 REPLAT, AS RECORDED IN MAP BOOK 66, PAGES 3-9 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF LOT "A" AS SHOWN ON SAID MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1 REPLAT; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT "A" NORTH 44°58'46" WEST, A DISTANCE OF 70.09 FEET; THENCE NORTH 00°01'14" EAST, A DISTANCE OF 20.71 FEET; THENCE NORTH 45°01'14" EAST, A DISTANCE OF 120.37 FEET; THENCE NORTH 54°12'47" EAST, A DISTANCE OF 5.96 FEET; THENCE SOUTH 54°55'29" EAST, A DISTANCE OF 105.63 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF OYSTER BAY WAY; THENCE, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, SOUTH 45°01'14" WEST, A DISTANCE OF 134.13 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 25.00 FEET; THENCE ALONG AND AROUND SAID CURVE AN ARC DISTANCE OF 30.77 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 50.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 80°17'03" WEST, 28.87 FEET; THENCE ALONG AND AROUND SAID CURVE AN ARC DISTANCE OF 3.87 FEET TO THE POINT OF BEGINNING, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 66°40'04" WEST, 3.87 FEET.

THUS DESCRIBED CONTAIN 15,499 SQUARE FEET, OR 0.36 ACRES, MORE OR LESS

NOTE:
PHASE 1 WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME.
PHASES 2, 3, 4, 5, & 6 WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED.
PLEASE REFER TO THE DECLARATION OF CONDOMINIUM.



ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS - 6830 SOUTHPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT:

SHEET: 5

COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

LEGAL DESCRIPTION
PHASE 2 BOUNDARY

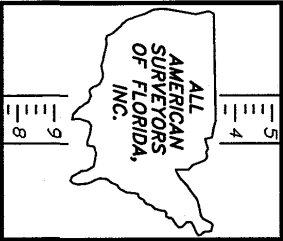
APRIL 13, 2016

PHASE 2
(NOT SUBMITTED TO CONDOMINIUM AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO DECLARATION OF CONDOMINIUM)
A PORTION OF LOT "A", AS SHOWN ON MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1 REPLAT, AS RECORDED IN MAP BOOK 66, PAGES 3-9 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF LOT "A", AS SHOWN ON SAID MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1 REPLAT; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT "A" NORTH 44°58'46" WEST, A DISTANCE OF 70.09 FEET; THENCE NORTH 00°01'14" EAST, A DISTANCE OF 20.71 FEET; THENCE NORTH 45°01'14" EAST, A DISTANCE OF 120.37 FEET; THENCE NORTH 54°12'47" EAST, A DISTANCE OF 5.96 FEET TO THE POINT OF BEGINNING; THENCE NORTH 12°02'26" EAST, A DISTANCE OF 95.12 FEET; THENCE NORTH 03°35'40" EAST, A DISTANCE OF 40.44 FEET; THENCE SOUTH 86°24'20" EAST, A DISTANCE OF 101.86 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF OYSTER BAY WAY, SAID POINT LYING ON A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 50.00 FEET; THENCE, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE AND AROUND SAID CURVE AN ARC DISTANCE OF 51.65 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG AND AROUND SAID CURVE AN ARC DISTANCE OF 21.03 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 24°05'42" EAST, 20.41 FEET TO THE POINT TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°35'57" EAST, 49.38 FEET; THENCE, CONTINUING ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, SOUTH 00°00'00" EAST, A DISTANCE OF 69.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 75.00 FEET; THENCE ALONG AND AROUND SAID CURVE AN ARC DISTANCE OF 58.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22°30'37" WEST, 57.43 FEET; THENCE NORTH 54°55'29" WEST, A DISTANCE OF 105.63 FEET TO THE POINT OF BEGINNING.

THUS DESCRIBED CONTAIN 18,230 SQUARE FEET, OR 0.42 ACRES, MORE OR LESS

NOTE:
PHASE 1 WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME.
PHASES 2, 3, 4, 5, & 6 WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED.
PLEASE REFER TO THE DECLARATION OF CONDOMINIUM.



ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6820 SOUTHPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT:

SHEET: 6

COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

LEGAL DESCRIPTION
PHASE 3 BOUNDARY

APRIL 13, 2016

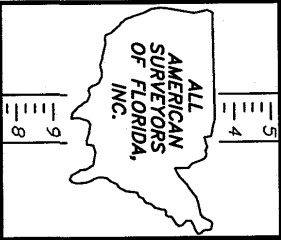
PHASE 3
(NOT SUBMITTED TO CONDOMINIUM AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO DECLARATION OF CONDOMINIUM)

A PORTION OF LOT "A", AS SHOWN ON MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1 REPLAT, AS RECORDED IN MAP BOOK 66, PAGES 3-9 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF LOT "A" AS SHOWN ON SAID MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT "A" NORTH 44°58'46" WEST, A DISTANCE OF 70.09 FEET; THENCE NORTH 00°01'14" EAST, A DISTANCE OF 20.71 FEET; THENCE NORTH 45°01'14" EAST, A DISTANCE OF 120.37 FEET; THENCE NORTH 54°12'47" EAST, A DISTANCE OF 5.96 FEET; THENCE NORTH 12°02'26" WEST, A DISTANCE OF 95.12 FEET; THENCE NORTH 03°35'40" EAST, A DISTANCE OF 40.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 03°35'40" EAST, A DISTANCE OF 66.72 FEET; THENCE NORTH 52°13'39" EAST, A DISTANCE OF 130.50 FEET; THENCE SOUTH 79°30'15" EAST, A DISTANCE OF 20.73 FEET; THENCE SOUTH 37°46'25" EAST, A DISTANCE OF 14.32 FEET; THENCE NORTH 89°12'13" EAST, A DISTANCE OF 48.68 FEET; THENCE SOUTH 13°05'29" WEST, A DISTANCE OF 101.97 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF OYSTER BAY WAY, SAID POINT LYING ON A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 50.00 FEET; THENCE, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE AND ALONG AND AROUND SAID CURVE AN ARC DISTANCE OF 80.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 57°02'29" WEST, 71.99 FEET; THENCE NORTH 86°24'20" WEST, A DISTANCE OF 101.86 FEET TO THE POINT OF BEGINNING.

THUS DESCRIBED CONTAIN 18,558 SQUARE FEET, OR 0.43 ACRES, MORE OR LESS

NOTE:
PHASE 1 WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME.
PHASES 2, 3, 4, 5, & 6 WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED.
PLEASE REFER TO THE DECLARATION OF CONDOMINIUM.



ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6820 SOUTHPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT:

SHEET: 7

COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

LEGAL DESCRIPTION
PHASE 4 BOUNDARY

APRIL 13, 2016

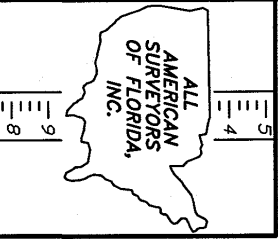
PHASE 4
(NOT SUBMITTED TO CONDOMINIUM AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO DECLARATION OF CONDOMINIUM)

A PORTION OF LOT "A", AS SHOWN ON MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1 REPLAT, AS RECORDED IN MAP BOOK 66, PAGES 3-9 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF LOT "A", AS SHOWN ON SAID MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1 REPLAT; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT "A" NORTH 44°58'46" WEST, A DISTANCE OF 70.09 FEET; THENCE NORTH 00°01'14" EAST, A DISTANCE OF 20.71 FEET; THENCE NORTH 45°01'14" EAST, A DISTANCE OF 120.37 FEET; THENCE NORTH 54°12'47" EAST, A DISTANCE OF 5.96 FEET; THENCE NORTH 12°02'26" WEST, A DISTANCE OF 95.12 FEET; THENCE NORTH 03°35'40" EAST, A DISTANCE OF 107.16 FEET; THENCE NORTH 52°13'35" EAST, A DISTANCE OF 130.50 FEET; THENCE SOUTH 79°30'15" EAST, A DISTANCE OF 20.73 FEET; THENCE SOUTH 37°46'25" EAST, A DISTANCE OF 14.32 FEET; THENCE NORTH 89°12'13" EAST, A DISTANCE OF 48.68 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 79°30'15" EAST, A DISTANCE OF 65.40 FEET; THENCE SOUTH 31°14'06" EAST, A DISTANCE OF 129.31 FEET; THENCE SOUTH 12°47'17" WEST, A DISTANCE OF 51.92 FEET; THENCE SOUTH 89°05'53" WEST, A DISTANCE OF 112.11 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF OYSTER BAY WAY, SAID POINT LYING ON A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 50.00 FEET; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE AND ALONG AND AROUND SAID CURVE AN ARC DISTANCE OF 95.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22°13'33" WEST, 81.62 FEET; THENCE NORTH 13°05'29" EAST, A DISTANCE OF 101.97 FEET TO THE POINT OF BEGINNING.

THUS DESCRIBED CONTAIN 18,192 SQUARE FEET, OR 0.42 ACRES, MORE OR LESS

NOTE:
PHASE 1 WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME.
PHASES 2, 3, 4, 5, & 6 WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED.
PLEASE REFER TO THE DECLARATION OF CONDOMINIUM.



ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 8820 SOUTHPPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT: SHEET: 8

COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

LEGAL DESCRIPTION
PHASE 6 BOUNDARY

APRIL 13, 2016

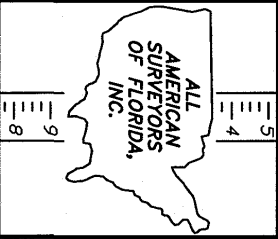
PHASE 6
(NOT SUBMITTED TO CONDOMINIUM AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO DECLARATION OF CONDOMINIUM)

A PORTION OF LOT "B" AS SHOWN ON MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1 REPLAT, AS RECORDED IN MAP BOOK 66, PAGES 3-9 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF LOT "B" AS SHOWN ON SAID MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1 REPLAT; THENCE ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF BLUE WATER DRIVE NORTH 45°01'14" EAST, A DISTANCE OF 143.36 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44°58'46" WEST, A DISTANCE OF 115.00 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF OYSTER BAY WAY; THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE NORTH 45°01'14" EAST, A DISTANCE OF 118.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 25.00 FEET; THENCE ALONG AND AROUND SAID CURVE AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF EVERGLADE WAY, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 89°58'46" EAST, 39.36 FEET; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE SOUTH 44°58'46" EAST, A DISTANCE OF 65.00 FEET; THENCE SOUTH 00°01'14" WEST, A DISTANCE OF 35.36 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF BLUEWATER DRIVE; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE SOUTH 45°01'14" WEST, A DISTANCE OF 118.00 FEET TO THE POINT OF BEGINNING.

THUS DESCRIBED CONTAIN 15,999 SQUARE FEET, OR 0.37 ACRES, MORE OR LESS

NOTE:
PHASE 1 WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME.
PHASES 2, 3, 4, 5, & 6 WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED.
PLEASE REFER TO THE DECLARATION OF CONDOMINIUM.



ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6820 SOUTHPPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT:

SHEET: 9

COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

LEGAL DESCRIPTION
PHASE 5 BOUNDARY

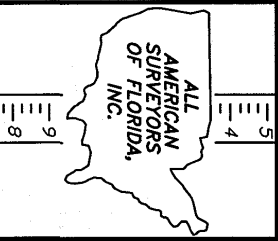
APRIL 13, 2016

PHASE 5
(NOT SUBMITTED TO CONDOMINIUM AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO DECLARATION OF CONDOMINIUM)
A PORTION OF LOT "B", AS SHOWN ON MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1 REPLAT, AS RECORDED IN MAP BOOK 66, PAGES 3-9 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF LOT "B" AS SHOWN ON SAID MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1 REPLAT; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT "B" THE FOLLOWING FOUR COURSES: (1) THENCE NORTH 44°58'46" WEST, 100.36 FEET; (2) THENCE NORTH 00°01'14" EAST, 20.71 FEET; (3) THENCE NORTH 45°01'14" EAST, 12.04 FEET; (4) THENCE NORTH 00°44'59" EAST, 53.47 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF OYSTER BAY WAY, SAID POINT LYING ON A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 50.00 FEET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND AROUND SAID CURVE AN ARC DISTANCE OF 65.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING THE SOUTHEASTERLY RIGHT OF WAY LINE OF OYSTER BAY WAY, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 82°40'11" EAST, 61.11 FEET; THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE NORTH 45°01'14" EAST, A DISTANCE OF 30.01 FEET; THENCE SOUTH 44°58'46" EAST, A DISTANCE OF 115.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF BLUEWATER DRIVE; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, SOUTH 45°01'14" WEST, A DISTANCE OF 143.36 FEET TO THE POINT OF BEGINNING;

THUS DESCRIBED CONTAIN 17,563 SQUARE FEET, OR 0.40 ACRES, MORE OR LESS

NOTE:
PHASE 1 WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME.
PHASES 2, 3, 4, 5 & 6 WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED.
PLEASE REFER TO THE DECLARATION OF CONDOMINIUM.



ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS - 8820 SOUTHPPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT:

SHEET: 10

BK: 4273 PG: 1379

COASTAL OAKS AT NOCATEEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

APRIL 13, 2016

PHASES 1-6 BOUNDARY GRAPHIC DEFINITIONS

NOTE:
PHASE 1 WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES 2, 3, 4, 5 & 6 WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM.

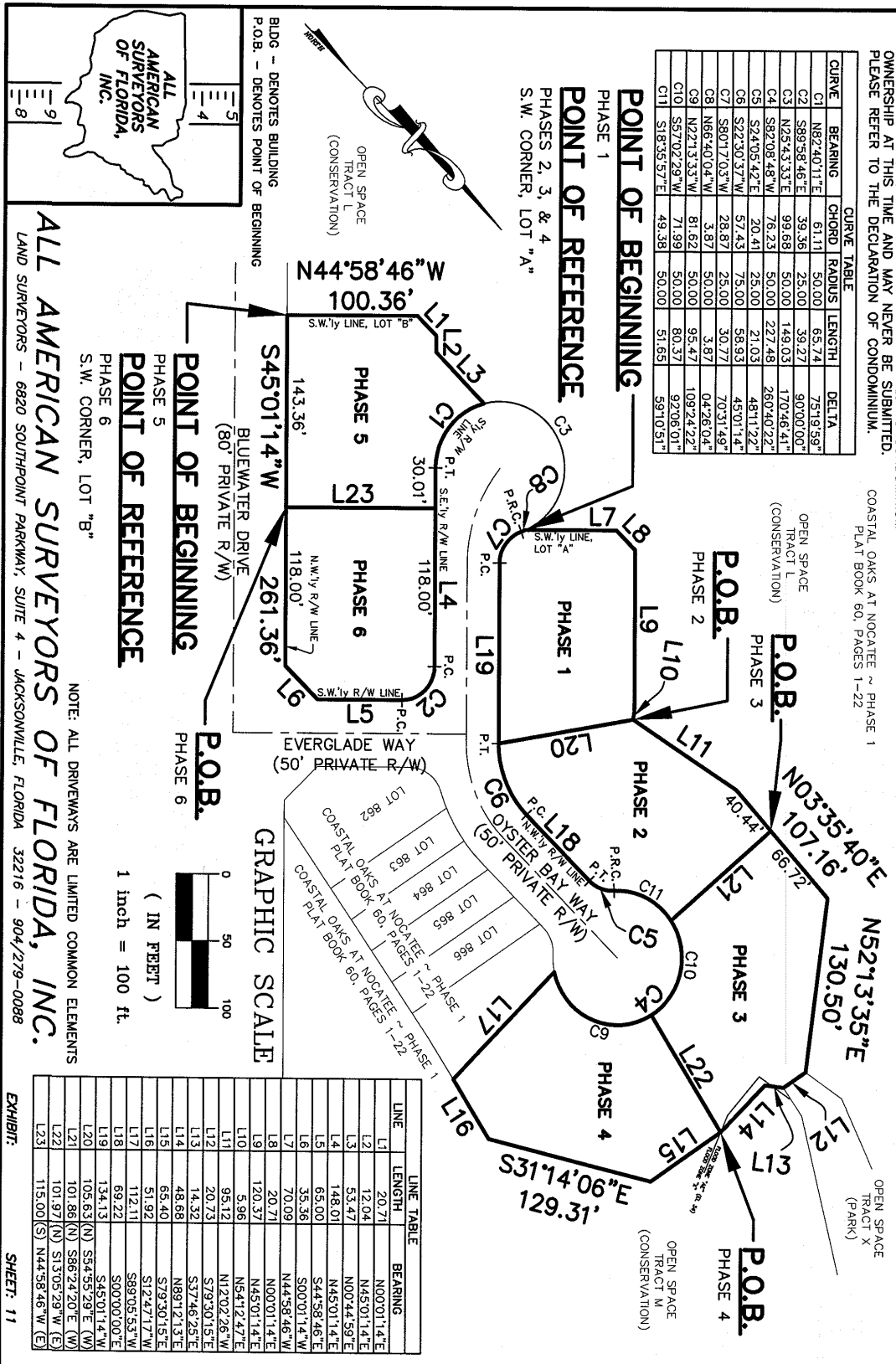
COASTAL OAKS AT NOCATEEE ~ PHASE 1
PLAT BOOK 60, PAGES 1-22

CURVE	BEARING	CHORD	RADIUS	LENGTH	DELTA
C1	N87°40'11"E	61.11	50.00	65.74	75°19'59"
C2	S89°58'46"E	39.36	25.00	39.27	90°00'00"
C3	N25°43'33"E	99.68	50.00	149.03	170°46'41"
C4	S82°08'48"W	76.23	50.00	227.48	260°40'22"
C5	S24°05'42"E	20.41	25.00	21.03	48°11'22"
C6	S22°30'37"W	57.43	75.00	58.93	45°01'14"
C7	S80°17'03"W	28.87	25.00	30.77	70°31'49"
C8	N66°40'04"W	3.87	50.00	3.67	04°26'04"
C9	N22°13'33"W	81.62	50.00	95.47	109°24'22"
C10	S57°02'29"W	71.99	50.00	80.37	92°06'01"
C11	S18°35'57"E	49.38	50.00	51.65	59°10'51"

POINT OF BEGINNING

POINT OF REFERENCE

PHASES 2, 3, & 4
S.W. CORNER, LOT "A"



ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6820 SOUTHPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

LINE	LENGTH	BEARING
L1	20.71	N00°01'14"E
L2	12.04	N45°01'14"E
L3	53.47	N00°44'59"E
L4	148.01	N45°01'14"E
L5	65.00	S44°58'46"E
L6	35.36	S00°01'14"W
L7	70.09	N44°58'46"W
L8	20.71	N00°01'14"E
L9	120.37	N45°01'14"E
L10	3.96	N54°12'47"E
L11	95.12	N12°02'26"W
L12	20.73	S79°30'15"E
L13	14.32	S37°46'25"E
L14	48.68	N89°12'13"E
L15	65.40	S79°30'15"E
L16	51.92	S12°47'17"W
L17	112.11	S89°05'53"W
L18	69.22	S00°00'00"E
L19	134.13	S45°01'14"W
L20	105.63	S54°55'29"E (W)
L21	101.86	N86°24'20"E (W)
L22	101.97	N13°05'29"W (E)
L23	115.00	N44°58'46"W (E)

EXHIBIT: SHEET: 11

BK: 4273 PG: 1380

COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

APRIL 13, 2016

PLAT PLAN

NOTE:
PHASE 1 WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME.
PHASES 2, 3, 4, 5, & 6 WILL NOT BE SUBMITTED TO CONDOMINIUM
OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED.
PLEASE REFER TO THE DECLARATION OF CONDOMINIUM.

COASTAL OAKS AT NOCATTEE ~ PHASE 1
PLAT BOOK 60, PAGES 1-22

CURVE	BEARING	CHORD	RADIUS	LENGTH	DELTA
C1	N82°40'11"E	61.11	50.00	65.74	75°19'59"
C2	S89°58'46"E	39.36	25.00	39.27	90°00'00"
C3	N25°43'33"E	99.68	50.00	149.03	170°46'41"
C4	S82°08'48"W	76.23	50.00	227.48	260°40'22"
C5	S24°05'42"E	20.41	25.00	21.03	48°11'22"
C6	S22°30'37"W	57.43	75.00	58.93	45°01'14"
C7	S80°17'03"W	28.87	25.00	30.77	70°31'49"
C8	N66°40'04"W	3.87	50.00	3.87	04°26'04"
C9	N22°13'33"W	81.62	50.00	95.47	108°24'22"
C10	S57°02'29"W	71.99	50.00	80.37	92°06'01"
C11	S18°35'57"E	49.38	50.00	51.65	59°10'51"

POINT OF BEGINNING

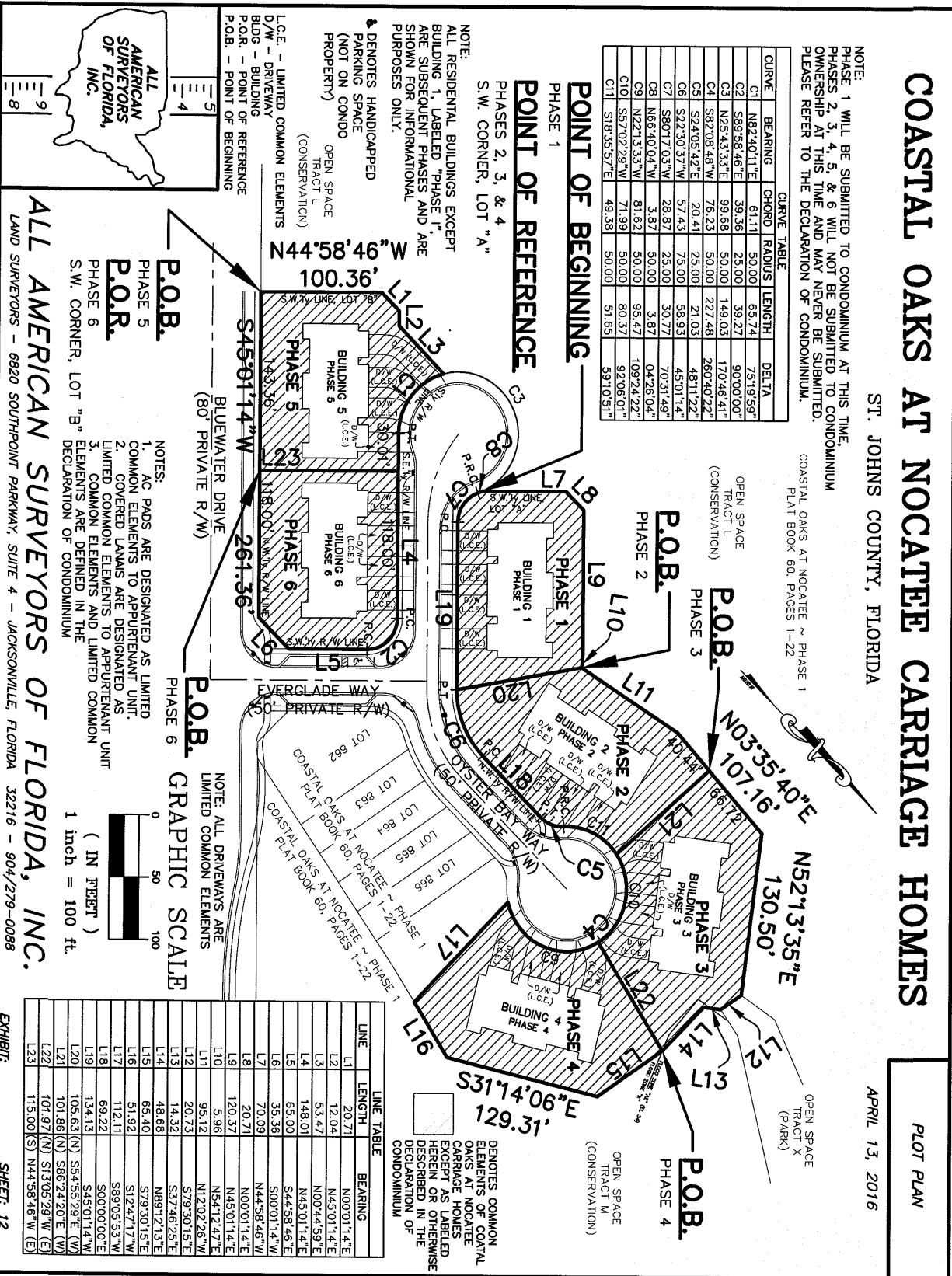
POINT OF REFERENCE

PHASES 2, 3, & 4
S.W. CORNER, LOT "A"

NOTE:
ALL RESIDENTIAL BUILDINGS EXCEPT BUILDING 1, LABELED "PHASE 1", ARE SUBSEQUENT PHASES AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.

♦ DENOTES HANDICAPPED PARKING SPACE (NOT ON CONDO PROPERTY)

OPEN SPACE TRACT L (CONSERVATION)
L.C.E. - LIMITED COMMON ELEMENTS (D/W - DRIVEWAY BLDG - BUILDING P.O.B. - POINT OF BEGINNING P.O.B. - POINT OF BEGINNING)



PHASE 5
P.O.B.
S.W. CORNER, LOT "B"

PHASE 6
P.O.B.
S.W. CORNER, LOT "B"

PHASE 6
P.O.B.

PHASE 6
P.O.B.

PHASE 6
P.O.B.

PHASE 6
P.O.B.

PHASE 6
P.O.B.

PHASE 6
P.O.B.

ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 8820 SOUTHPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT: SHEET: 12

GRAPHIC SCALE
0 50 100
1 inch = 100 ft.

LINE	LENGTH	BEARING
L1	20.71	N00°01'14"E
L2	12.04	N45°01'14"E
L3	53.47	N00°44'59"E
L4	148.01	N45°01'14"E
L5	65.00	S44°58'46"E
L6	35.36	S00°01'14"W
L7	70.09	N44°58'46"W
L8	20.71	N00°01'14"E
L9	120.37	N45°01'14"E
L10	5.96	N54°12'47"E
L11	95.12	N12°02'26"W
L12	20.73	S7°30'15"E
L13	14.32	S37°46'25"E
L14	48.88	N89°12'13"E
L15	65.40	S79°30'15"E
L16	51.92	S12°47'17"W
L17	112.11	S89°05'53"W
L18	69.22	S00°00'00"E
L19	134.13	S45°01'14"W
L20	105.63	S54°55'29"E
L21	101.86	S86°24'20"E
L22	101.97	S13°05'29"W
L23	115.00	N44°58'46"W

NOTE: ALL DRIVEWAYS ARE LIMITED COMMON ELEMENTS

NOTE: COMMON ELEMENTS AND LIMITED COMMON ELEMENTS ARE DEFINED IN THE DECLARATION OF CONDOMINIUM

AC PADS ARE DESIGNATED AS LIMITED COMMON ELEMENTS TO APPURTENANT UNIT.
COVERED LANAS ARE DESIGNATED AS LIMITED COMMON ELEMENTS TO APPURTENANT UNIT.
COMMON ELEMENTS AND LIMITED COMMON ELEMENTS ARE DEFINED IN THE DECLARATION OF CONDOMINIUM

PHASE 1 WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES 2, 3, 4, 5, & 6 WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM.

COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 1
PHASE 1
APRIL 13, 2016

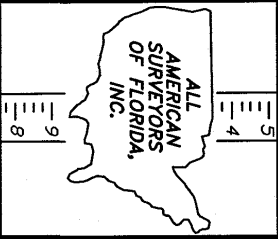
BUILDING AREA NO. 1 - UNIT NUMBERS 914-917

A PORTION OF LOT "A" AS SHOWN ON MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1 REPLAT, AS RECORDED IN MAP BOOK 66, PAGES 3-9 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF LOT "A" AS SHOWN ON MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1 REPLAT, AS RECORDED IN MAP BOOK 66, PAGES 3-9 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 34°17'41" EAST, A DISTANCE OF 25.45 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44°58'46" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 45°01'14" EAST, A DISTANCE OF 108.00 FEET; THENCE SOUTH 44°58'46" EAST, A DISTANCE OF 55.00 FEET; THENCE SOUTH 45°01'14" WEST, A DISTANCE OF 108.00 FEET TO THE POINT OF BEGINNING.

LANDS THUS DESCRIBED CONTAIN 5,940 SQUARE FEET, MORE OR LESS

NOTE:
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PHASES 2, 3, 4, 5 & 6 WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED.
PLEASE REFER TO THE DECLARATION OF CONDOMINIUM.



ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS - 6820 SOUTHPPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT:

SHEET: 13

COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 2
PHASE 2

APRIL 13, 2016

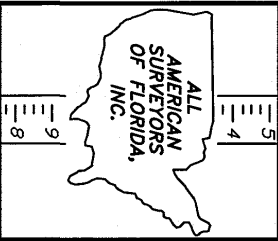
BUILDING AREA NO. 2 - UNIT NUMBERS 910-913

A PORTION OF LOT "A", AS SHOWN ON MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1 REPLAT, AS RECORDED IN MAP BOOK 66, PAGES 3-9 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF LOT "A", AS SHOWN ON MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1, AS RECORDED IN MAP BOOK 66, PAGES 3-9 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 34°17'41" EAST, A DISTANCE OF 25.45 FEET; THENCE NORTH 44°58'46" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 45°01'14" EAST, A DISTANCE OF 108.00 FEET; THENCE NORTH 53°21'21" EAST, A DISTANCE OF 20.40 FEET TO THE POINT OF BEGINNING; THENCE NORTH 12°02'27" WEST, A DISTANCE OF 108.00 FEET; THENCE NORTH 77°57'33" EAST, A DISTANCE OF 55.00 FEET; THENCE SOUTH 12°02'27" EAST, A DISTANCE OF 108.00 FEET; THENCE SOUTH 77°57'33" WEST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

LANDS THUS DESCRIBED CONTAIN 5,940 SQUARE FEET, MORE OR LESS

NOTE:
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PLEASE REFER TO THE DECLARATION OF CONDOMINIUM.



ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS - 6820 SOUTHPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT:

SHEET: 14

COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 3
PHASE 3

APRIL 13, 2016

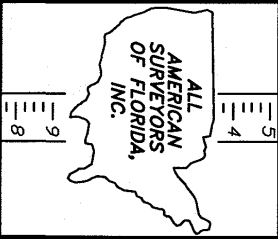
BUILDING AREA NO. 3 - UNIT NUMBERS 906-909

A PORTION OF LOT "A", AS SHOWN ON MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1 REPLAT, AS RECORDED IN MAP BOOK 66, PAGES 3-9 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:~

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF LOT "A", AS SHOWN ON MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1 REPLAT, AS RECORDED IN MAP BOOK 66, PAGES 3-9 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 34°17'41" EAST, A DISTANCE OF 25.45 FEET; THENCE NORTH 44°58'46" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 45°01'14" EAST, A DISTANCE OF 108.00 FEET; THENCE NORTH 53°21'21" EAST, A DISTANCE OF 20.40 FEET; THENCE NORTH 12°02'27" WEST, A DISTANCE OF 108.00 FEET; THENCE NORTH 03°39'00" EAST, A DISTANCE OF 92.12 FEET TO THE POINT OF BEGINNING; THENCE NORTH 52°13'35" EAST, A DISTANCE OF 108.00 FEET; THENCE SOUTH 37°46'25" EAST, A DISTANCE OF 55.00 FEET; THENCE SOUTH 52°13'35" WEST, A DISTANCE OF 108.00 FEET; THENCE NORTH 37°46'25" WEST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

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ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6820 SOUTHPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT:

SHEET: 15

COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 4
PHASE 4

APRIL 13, 2016

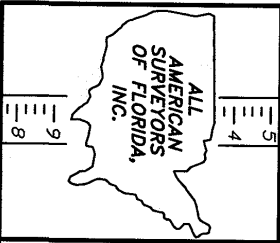
BUILDING AREA NO. 4 - UNIT NUMBERS 902-905

A PORTION OF LOT A, AS SHOWN ON MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1 REPLAT, AS RECORDED IN MAP BOOK 66, PAGES 3-9 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF LOT 883 AS SHOWN ON MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1, AS RECORDED IN MAP BOOK 66, PAGES 3-9 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA: THENCE NORTH 34°17'41" EAST, A DISTANCE OF 25.45 FEET; THENCE NORTH 44°58'46" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 45°01'14" EAST, A DISTANCE OF 108.00 FEET; THENCE NORTH 53°21'21" EAST, A DISTANCE OF 20.40 FEET; THENCE NORTH 12°02'27" WEST, A DISTANCE OF 108.00 FEET; THENCE NORTH 03°39'00" EAST, A DISTANCE OF 92.12 FEET; THENCE NORTH 52°13'35" EAST, A DISTANCE OF 108.00 FEET; THENCE SOUTH 79°30'16" EAST, A DISTANCE OF 122.15 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 31°14'06" EAST, A DISTANCE OF 108.00 FEET; THENCE SOUTH 58°45'54" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 31°14'06" WEST, A DISTANCE OF 108.00 FEET; THENCE NORTH 58°45'54" EAST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

LANDS THUS DESCRIBED CONTAIN 5,940 SQUARE FEET, MORE OR LESS

NOTE:
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ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS - 6820 SOUTHPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT:

SHEET: 16

COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 6
PHASE 6

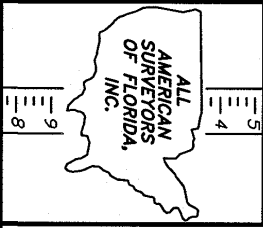
APRIL 13, 2016

BUILDING AREA NO. 6 - UNIT NUMBERS 922-925

A PORTION OF LOT B, AS SHOWN ON MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1 REPLAT, AS RECORDED IN MAP BOOK 66, PAGES 3-9 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A **POINT OF REFERENCE**, COMMENCE AT THE SOUTHWEST CORNER OF LOT "B" AS SHOWN ON MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1 REPLAT, AS RECORDED IN MAP BOOK 66, PAGES 3-9 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 09°03'09" WEST, A DISTANCE OF 43.23 FEET; THENCE NORTH 44°58'46" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 45°01'14" EAST, A DISTANCE OF 108.00 FEET; THENCE CONTINUE NORTH 45°01'14" EAST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 45°01'14" EAST, A DISTANCE OF 108.00 FEET; THENCE SOUTH 44°58'46" EAST, A DISTANCE OF 55.00 FEET; THENCE SOUTH 45°01'14" WEST, A DISTANCE OF 108.00 FEET; THENCE NORTH 44°58'46" WEST, A DISTANCE OF 55.00 FEET TO THE **POINT OF BEGINNING**.
LANDS THUS DESCRIBED CONTAIN 5,940 SQUARE FEET, MORE OR LESS

NOTE:
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ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6820 SOUTHPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT:

SHEET: 17

COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 5
PHASE 5
SEPTEMBER 22, 2015

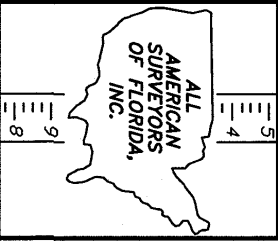
BUILDING AREA NO. 5 - UNIT NUMBERS 918-921

A PORTION OF LOT "B", AS SHOWN ON MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1 REPLAT, AS RECORDED IN MAP BOOK 66, PAGES 3-9 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF LOT "B" AS SHOWN ON MAP OF COASTAL OAKS AT NOCATTEE ~ PHASE 1, AS RECORDED IN MAP BOOK 66, PAGES 3-9 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 09°03'09" WEST, A DISTANCE OF 43.23 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44°58'46" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 45°01'14" EAST, A DISTANCE OF 108.00 FEET; THENCE SOUTH 44°58'46" EAST, A DISTANCE OF 55.00 FEET; THENCE SOUTH 45°01'14" WEST, A DISTANCE OF 108.00 FEET TO THE POINT OF BEGINNING.

LANDS THUS DESCRIBED CONTAIN 5,940 SQUARE FEET, MORE OR LESS

NOTE:
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ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6820 SOUTHPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT:

SHEET: 18

BK: 4273 PG: 1387

COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

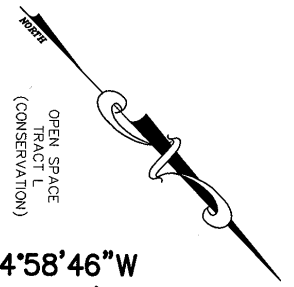
APRIL 13, 2016

BUILDING AREA MAP

CURVE	BEARING	CHORD	RADIUS	LENGTH	DELTA
C1	N82°40'11"E	61.11	50.00	65.74	75°19'59"
C2	S89°58'46"E	39.36	25.00	39.27	90°00'00"
C3	N25°43'33"E	99.68	50.00	149.03	170°46'41"
C4	S82°08'48"W	76.23	50.00	227.48	260°40'22"
C5	S24°05'42"E	20.41	25.00	21.03	48°11'22"
C6	S22°30'37"W	57.43	75.00	58.93	45°01'14"
C7	S80°17'03"W	28.87	25.00	30.77	70°31'49"
C8	N86°40'04"W	3.87	50.00	3.87	04°28'04"

COASTAL OAKS AT NOCATTEE ~ PHASE 1
PLAT BOOK 60, PAGES 1-22

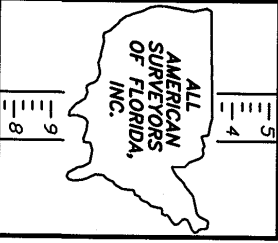
OPEN SPACE TRACT L (CONSERVATION)



POINT OF REFERENCE
S.W. CORNER, LOT "A"

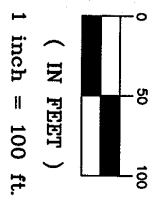
POINT OF REFERENCE
S.W. CORNER, LOT "B"

BLDG - DENOTES BUILDING
P.O.B. - DENOTES POINT OF BEGINNING



NOTE:
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ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6820 SOUTHPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

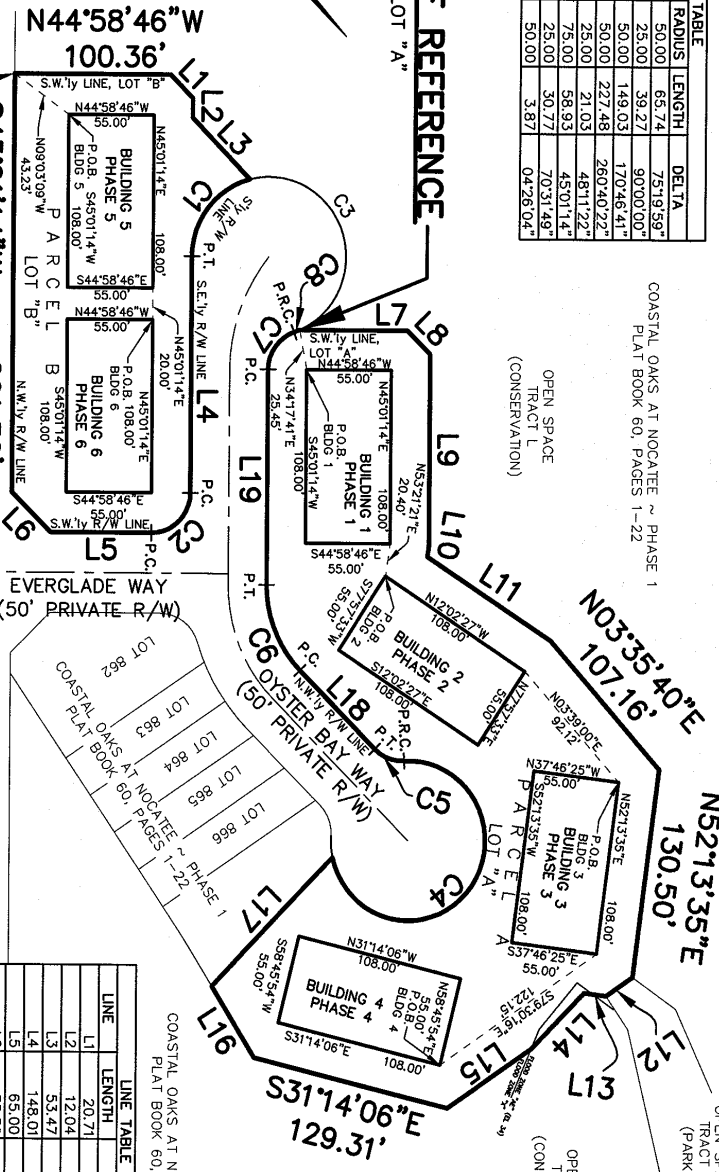


GRAPHIC SCALE

LINE	LENGTH	BEARING
L1	20.71	N00°01'14"E
L2	12.04	N45°01'14"E
L3	53.47	N00°44'59"E
L4	148.01	N45°01'14"E
L5	65.00	S44°58'46"E
L6	35.36	S00°01'14"W
L7	70.09	N44°58'46"W
L8	20.71	N00°01'14"E
L9	120.37	N00°01'14"E
L10	5.96	N54°12'47"E
L11	95.12	N12°02'26"W
L12	20.73	S79°30'15"E
L13	14.32	S37°46'25"E
L14	48.68	N89°12'15"E
L15	65.40	S79°30'15"E
L16	51.92	S12°47'17"W
L17	112.11	S89°05'53"W
L18	69.22	S00°00'00"E
L19	134.13	S45°01'14"W

COASTAL OAKS AT NOCATTEE ~ PHASE 1
PLAT BOOK 60, PAGES 1-22

EXHIBIT: SHEET: 19

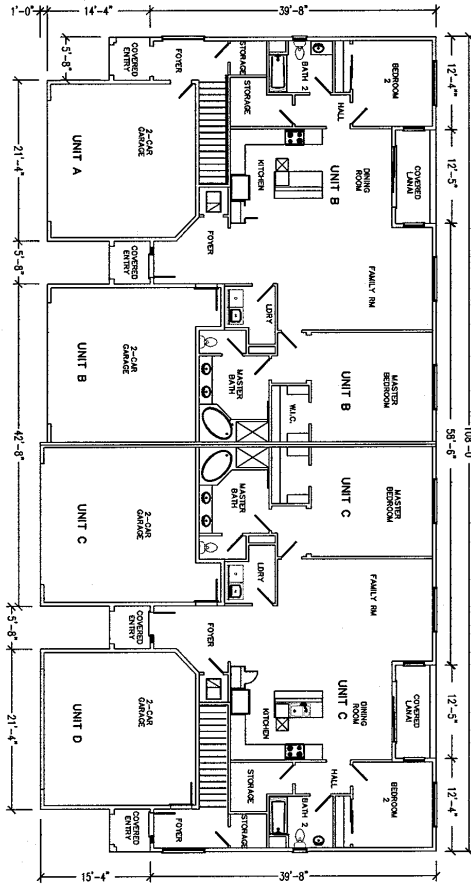


COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

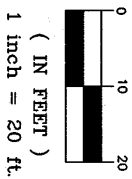
BUILDING PLAN
1ST FLOOR
APRIL 13, 2016

NOTE:
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PHASES 2, 3, 4, 5, & 6 WILL NOT BE SUBMITTED TO CONDOMINIUM
OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED.
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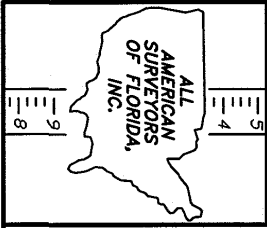


FIRST FLOOR PLAN
4 UNIT - 2 STORY COMPLEX

— DENOTES LIMITED COMMON ELEMENTS



GRAPHIC SCALE



ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6820 SOUTHPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT:

SHEET: 20

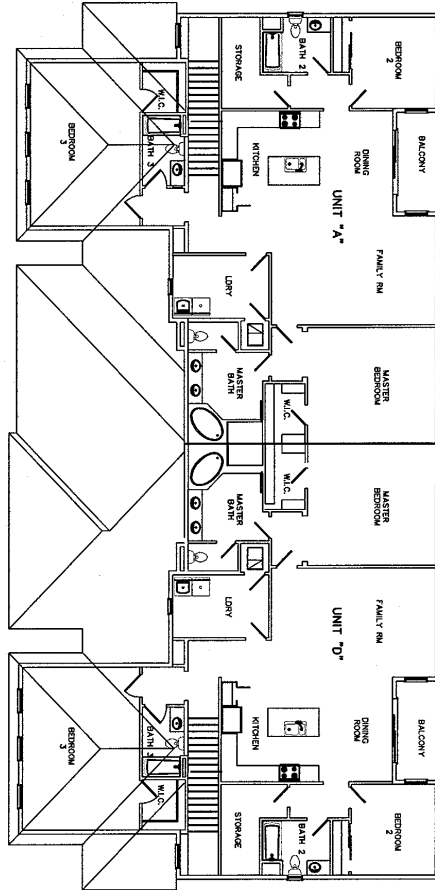
COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

BUILDING PLAN
2ND FLOOR

APRIL 13, 2016

NOTE:
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OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED.
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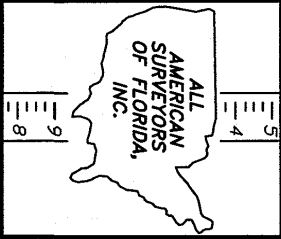
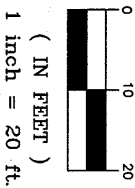


SECOND FLOOR PLAN
4 UNIT - 2 STORY COMPLEX

☒ - DENOTES LIMITED COMMON ELEMENTS

NOTE:
GARAGES LOCATED ON FIRST FLOOR

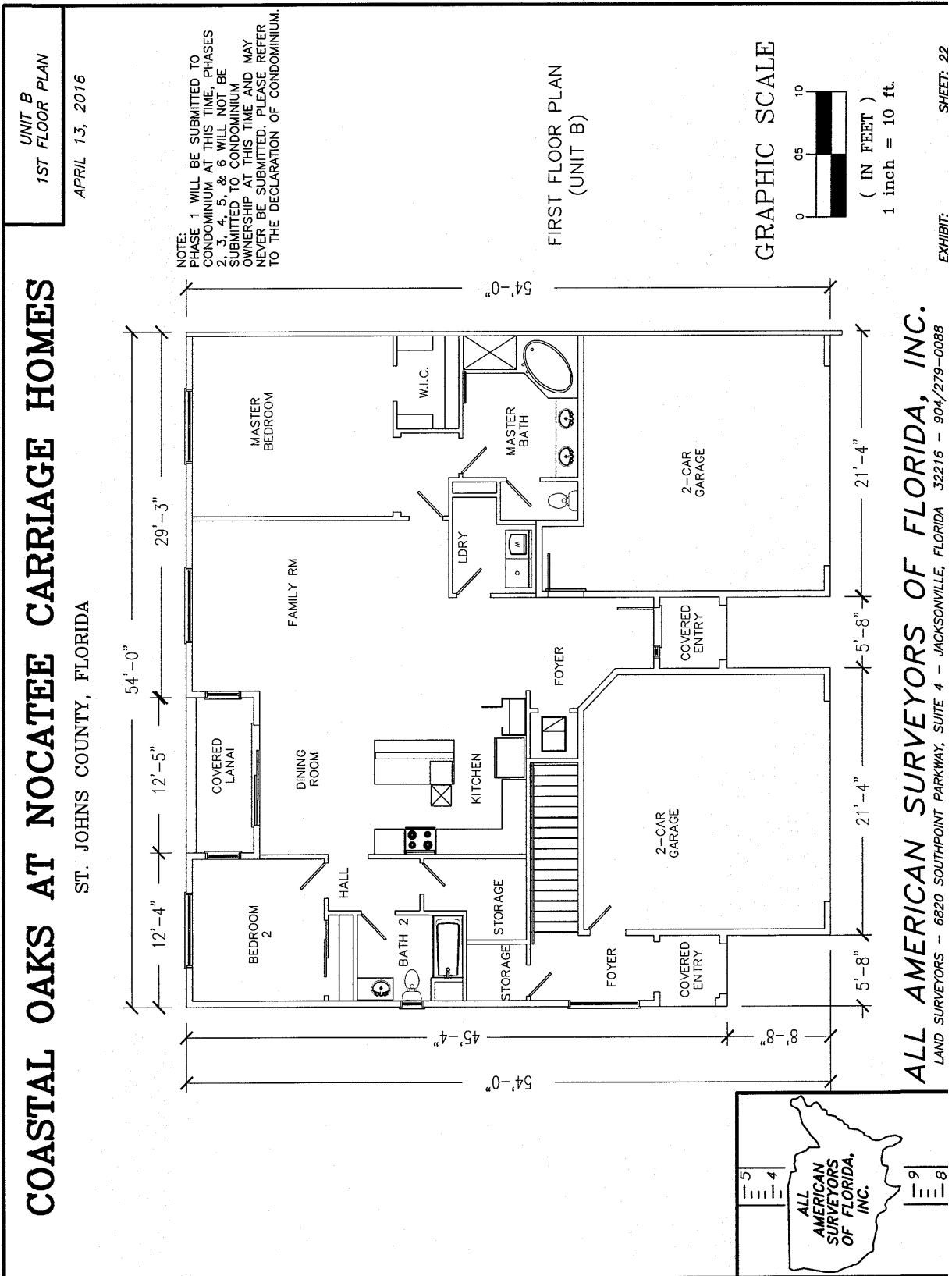
GRAPHIC SCALE



ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6820 SOUTHPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT:

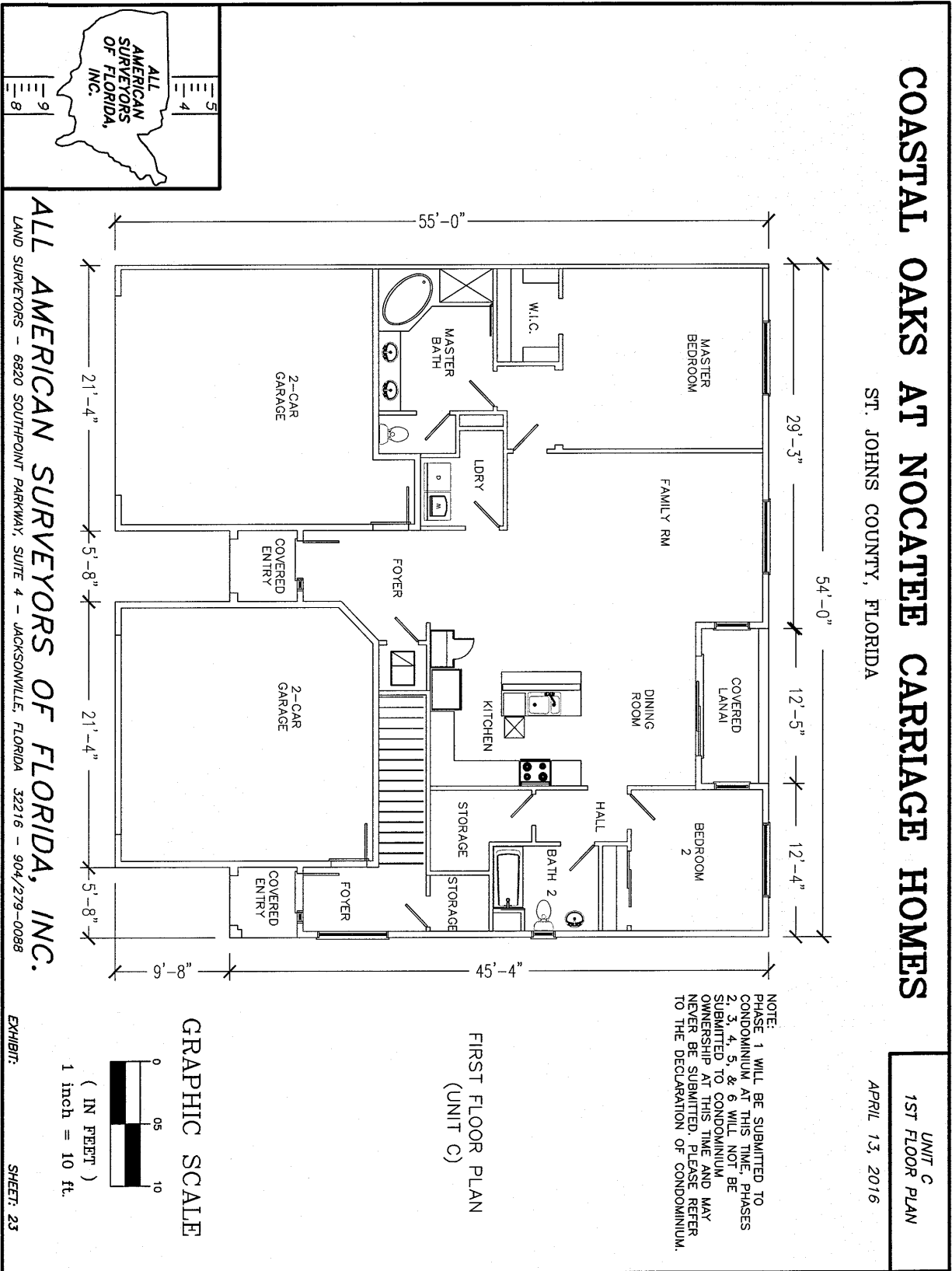
SHEET: 21



COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

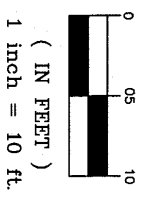
UNIT C
1ST FLOOR PLAN
APRIL 13, 2016



NOTE:
PHASE 1 WILL BE SUBMITTED TO
CONDOMINIUM AT THIS TIME, PHASES
2, 3, 4, 5, & 6 WILL NOT BE
SUBMITTED TO CONDOMINIUM
OWNERSHIP AT THIS TIME AND MAY
NEVER BE SUBMITTED. PLEASE REFER
TO THE DECLARATION OF CONDOMINIUM.

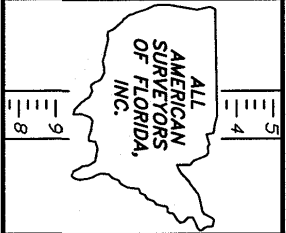
FIRST FLOOR PLAN
(UNIT C)

GRAPHIC SCALE



ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6820 SOUTHPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT: SHEET: 23

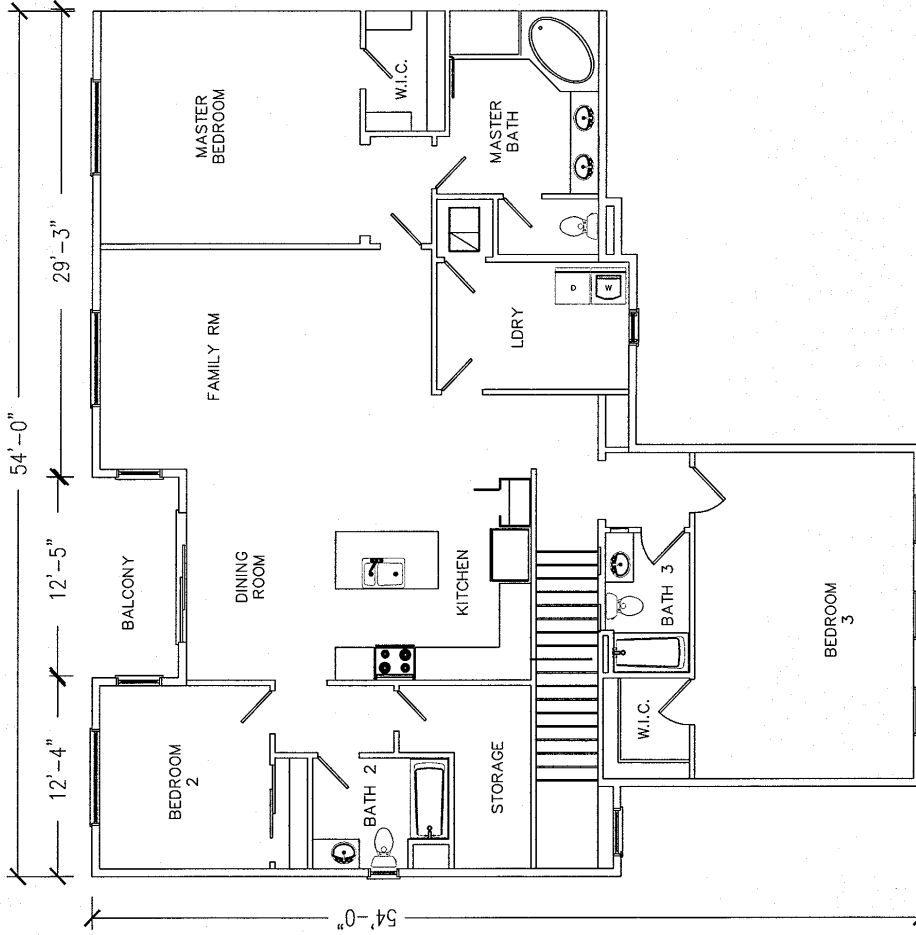


COASTAL OAKS AT NOCATEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

UNIT A
2ND FLOOR PLAN

APRIL 13, 2016

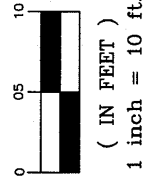


NOTE:
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 2, 3, 4, 5, & 6 WILL NOT BE
 SUBMITTED TO CONDOMINIUM
 OWNERSHIP AT THIS TIME AND MAY
 NEVER BE SUBMITTED. PLEASE REFER
 TO THE DECLARATION OF CONDOMINIUM.

SECOND FLOOR PLAN
(UNIT A)

NOTE:
GARAGE LOCATED
ON FIRST FLOOR

GRAPHIC SCALE

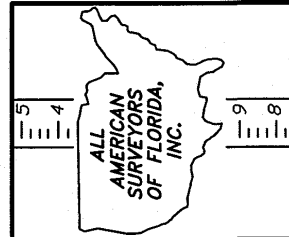


ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS - 6820 SOUTHPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT:

SHEET: 24

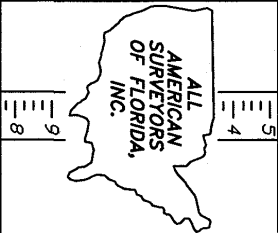
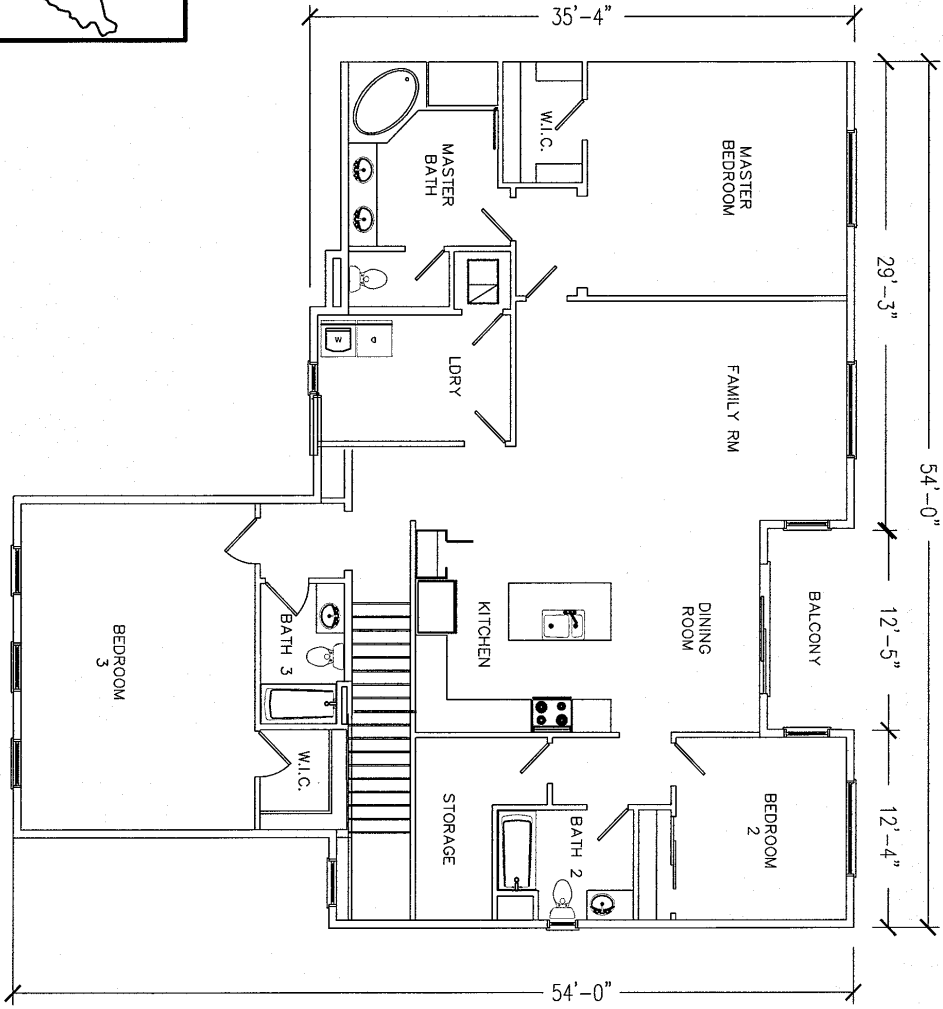


COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

UNIT D
2ND FLOOR PLAN

APRIL 13, 2016



ALL AMERICAN SURVEYORS OF FLORIDA, INC.
 LAND SURVEYORS - 6820 SOUTHPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

NOTE:
 PHASE 1 WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME, PHASES 2, 3, 4, 5, & 6 WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM.

SECOND FLOOR PLAN
 (UNIT D)

NOTE:
 GARAGE LOCATED ON FIRST FLOOR

GRAPHIC SCALE

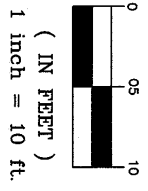


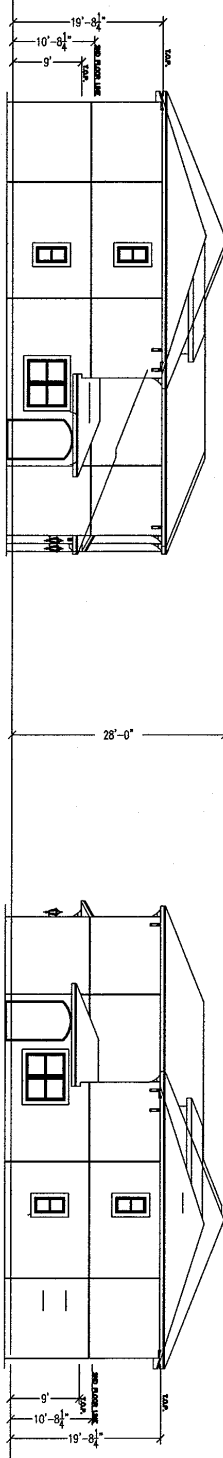
EXHIBIT: SHEET: 25

COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

ELEVATION PLANS
RIGHT-LEFT

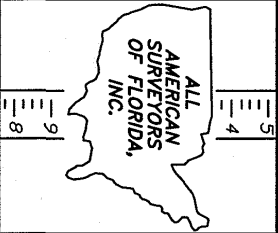
APRIL 13, 2016



LEFT ELEVATION
4 UNIT - 2 STORY COMPLEX

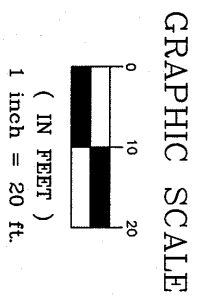
RIGHT ELEVATION
4 UNIT - 2 STORY COMPLEX

NOTE:
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 OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED.
 PLEASE REFER TO THE DECLARATION OF CONDOMINIUM.



ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6820 SOUTHPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

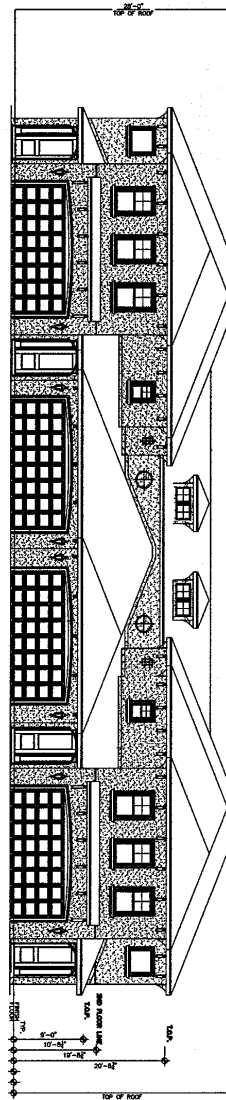
EXHIBIT: SHEET: 26



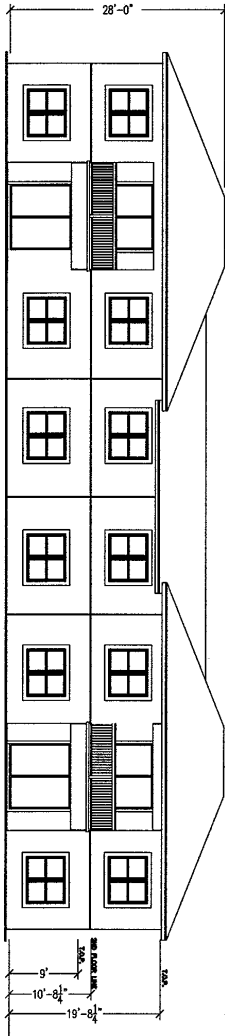
COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

ELEVATION PLANS
FRONT-REAR
APRIL 13, 2016

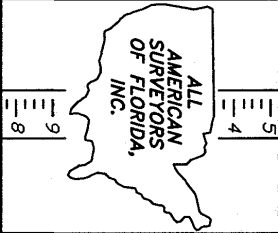


FRONT ELEVATION
4 UNIT - 2 STORY COMPLEX



REAR ELEVATION
4 UNIT - 2 STORY COMPLEX

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OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED.
PLEASE REFER TO THE DECLARATION OF CONDOMINIUM.

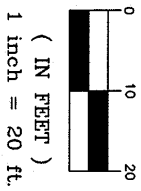


ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6820 SOUTHPOINT PARKWAY, SUITE 4 - JACKSONVILLE FLORIDA 32216 - 904/279-0088

EXHIBIT:

SHEET: 27

GRAPHIC SCALE



COASTAL OAKS AT NOCATEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

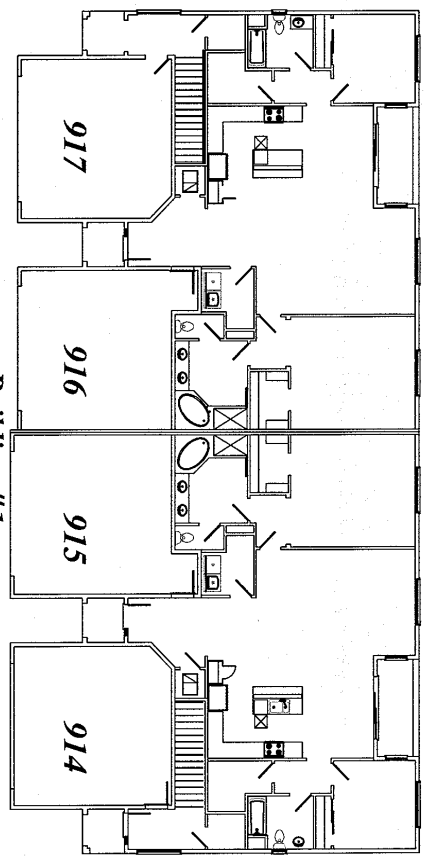
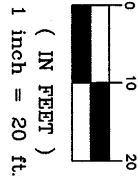
Building Rear

APRIL 13, 2016

UNIT NUMBER
DESIGNATION

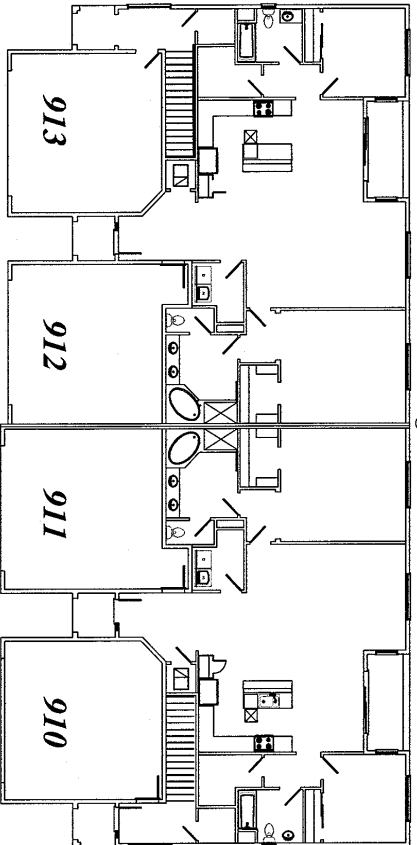
BUILDING #1	
UNIT #	FLOOR
A	916
B	915
C	914
D	917

GRAPHIC SCALE



Building Rear

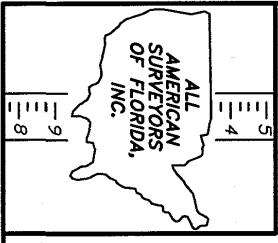
Building #1
914-917 Oyster Bay Way



Building #2
910-913 Oyster Bay Way

BUILDING #2	
UNIT #	FLOOR
A	912
B	911
C	910
D	913

NOTE:
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ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6820 SOUTHPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT:

SHEET: 28

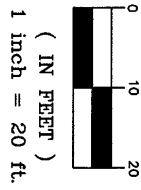
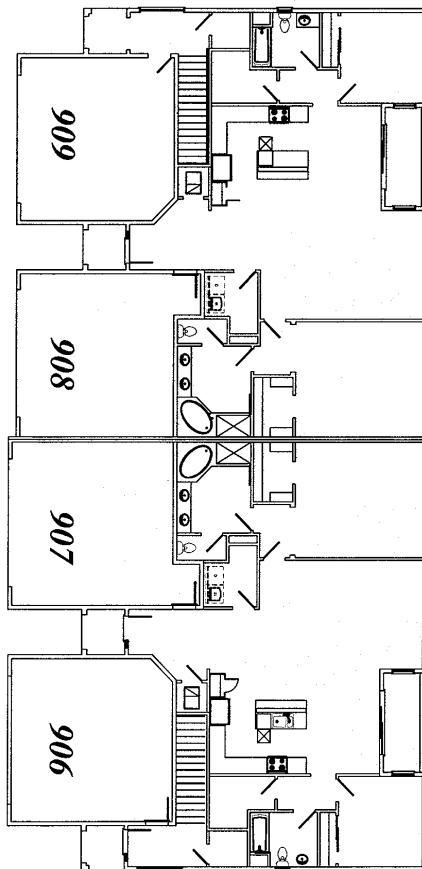
COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

ST. JOHNS COUNTY, FLORIDA

Building Rear

UNIT NUMBER
DESIGNATION
MAY 18, 2015

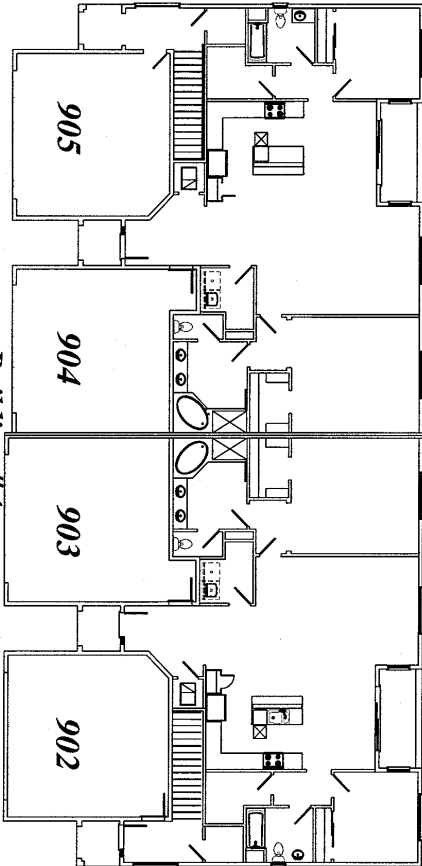
BUILDING #3	
UNIT #	FLOOR
A	908
B	907
C	907
D	906



GRAPHIC SCALE

Building Rear

Building #3
906-909 Oyster Bay Way



Building #4
902-905 Oyster Bay Way

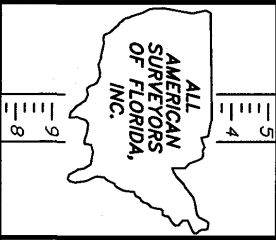
BUILDING #4	
UNIT #	FLOOR
A	904
B	903
C	903
D	902

NOTE:
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ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6820 SOUTHPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT:

SHEET: 29



COASTAL OAKS AT NOCATTEE CARRIAGE HOMES

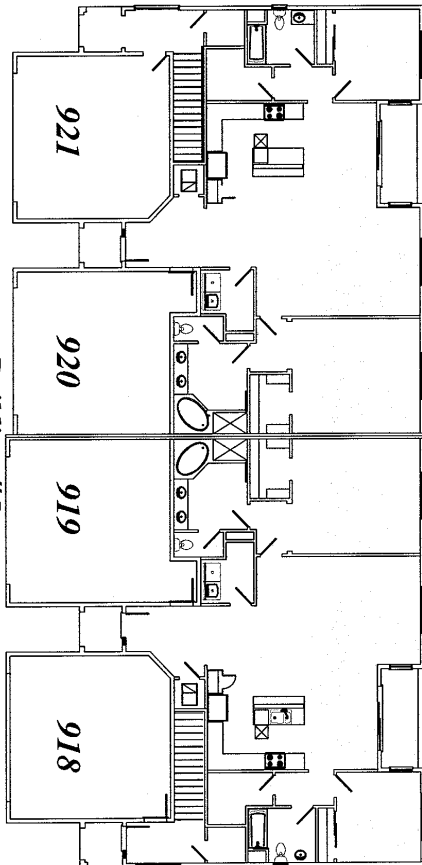
ST. JOHNS COUNTY, FLORIDA

Building Rear

APRIL 13, 2016

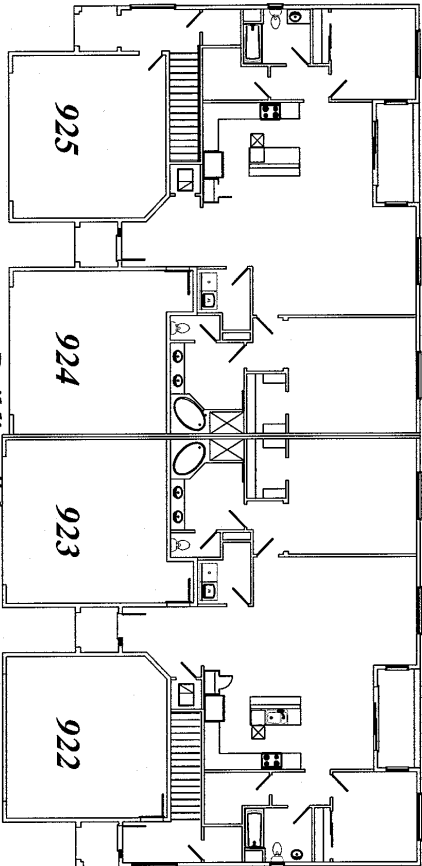
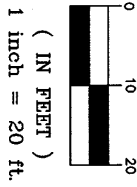
UNIT NUMBER
DESIGNATION

BUILDING #6	
UNIT #	FLOOR
A	920
B	919
C	918
D	



Building #5
918-921 Oyster Bay Way

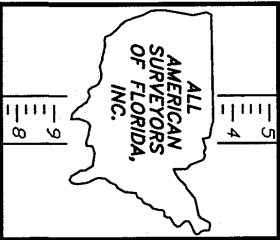
GRAPHIC SCALE



Building #6
922-925 Oyster Bay Way

NOTE: 1 WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES 2, 3, 4, 5, & 6 WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM.

BUILDING #5	
UNIT #	FLOOR
A	924
B	923
C	922
D	



ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6820 SOUTHPOINT PARKWAY, SUITE 4 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT:

SHEET: 30

BK: 4273 PG: 1399

Exhibit “C”
Articles of Incorporation

BK: 4273 PG: 1400

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
COASTAL OAKS AT NOCATEE CARRIAGE HOMES
CONDOMINIUM ASSOCIATION, INC.
(A Corporation Not for Profit)**

Pursuant to the provisions of Section 617.1007, Florida Statutes, Coastal Oaks at Nocatee Carriage Homes Condominium Association, Inc., a not for profit corporation organized and existing under the laws of the State of Florida (the "Association") hereby adopts the following Amended and Restated Articles of Incorporation ("Amended and Restated Articles"):

ARTICLE I - NAME AND ADDRESS

The name of the Association is Coastal Oaks at Nocatee Carriage Homes Condominium Association, Inc. Its principal place of business and mailing address is 160 Cape May Avenue, Ponte Vedra, Florida 32081. The Board of Directors may from time to time move the principal office of the Association to any other address in the State of Florida.

ARTICLE II - DEFINITIONS

All undefined terms appearing in initial capital letters herein shall have the meaning ascribed to them in that certain Declaration of Condominium of Coastal Oaks at Nocatee Carriage Homes, a Condominium (the "**Declaration**"), as it may be amended from time to time.

ARTICLE III - PURPOSE AND POWERS

Section 1. The purpose for which this Association is organized is to act as a governing "Association" within the meaning of the Condominium Act (Chapter 718, Florida Statutes) for Coastal Oaks at Nocatee Carriage Homes, a Condominium (the "**Condominium**"), located in St. Johns County, Florida.

Section 2. The Association shall have all of the rights, powers, duties and functions of a governing association as set forth in the Condominium Act now or hereafter in effect, these Articles, and all powers and duties reasonably necessary to administer, govern, and maintain the Condominium pursuant to the Declaration of Condominium as it may be amended from time to time, including but not limited to the following:

(a) To make and collect assessments against members of the Association for the purpose of defraying the charges and expenses of the Condominium and of all other properties the Association shall hold, by whatever means, and operation of the Association. Assessments paid by Unit owners shall be held in trust by the Association and used for whatever purpose the Association deems necessary and in the best interests of the Association, including, but not limited to: (1) the cost of repair of the Condominium property and other costs related thereto, and (2) the cost of administration of the affairs of the Association, including payment of

4852-5064-5771.10

BK: 4273 PG: 1401

applicable taxes and the preservation of the Association's existence, to the extent properly allocable to the performance of the Association's duties under the Declaration of Condominium (all thereof, in the event that the Association undertakes no other activities), and (3) to pay all other common expenses as described in the Declaration of Condominium. To the extent not expended in the year in which paid, assessments shall continue to be held in trust by the Association for the benefit of the members to be expended solely for the aforesaid purposes or, upon any termination of the Condominium, the unexpended portion shall be added to the common surplus for disbursement to the members or for maintenance reserves, at the discretion of the Board of Directors.

- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) To maintain, repair, replace and operate all Condominium property.
- (d) To purchase insurance upon Condominium property and all properties the Association shall hold and insurance for the protection of the Association and its members.
- (e) To improve the Condominium property further and, after casualty, to reconstruct improvements.
- (f) To approve or disapprove the transfer, by sale, rental, gift, devise, bequest, succession, or otherwise, and the ownership and encumbrance of Condominium units as may be provided by the Declaration of Condominium and by the Bylaws of the Association.
- (g) To enforce by legal means the provisions of the Declaration of Condominium, these Articles, the Bylaws of the Association and the rules and regulations for the use of the property of the Condominium.
- (h) To contract for the maintenance, repair, replacement and operation of any and all of the Condominium properties and to delegate to a management contractor or contractors all powers and duties of this Association.
- (i) To purchase, lease, receive by gift, or otherwise acquire possessory or use interests in real and personal property, 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.
- (j) To contract for the management, operation and upkeep of any and all property held or controlled by the Association.
- (k) To encumber, mortgage, lease, convey or grant other possessory or use interests in any and all property which the Association may acquire or control, including, but not limited to, any recreational facilities.
- (l) To maintain all books and records concerning the Condominium including, but not limited to, the maintenance of a complete list of the names and addresses of all Owners, a copy of which will be provided to the Division upon request; provided, however, social security numbers, driver's license numbers, credit card numbers, and other personal information of an

BK: 4273 PG: 1402

Owner or other person will not be accessible to other Owners or persons. All records will be maintained within the State of Florida for at least seven (7) years. The records will be made available to Owners within forty-five (45) miles of the Condominium Property or within St. Johns County within five (5) days after receipt of written request by the Board; provided, however, the Board may offer the option of making the records available either electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request.

(m) To select depositories for the Association funds.

(n) To enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association.

(o) To employ all personnel reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.

(p) To exercise any and all common law and statutory powers, although not specifically recited above, of a corporation not for profit, and of an association within the meaning of the Condominium Act, reasonably necessary or convenient to carry out and perform the purpose for which the Association is organized and its enumerated powers.

(q) To enact and enforce rules and regulations concerning the use and enjoyment of the Units, the Common Elements and of the property owned by the Association, including but not limited to rules and regulations pertaining to use of the parking facilities (including the designation of certain spaces for the benefit of particular Unit owners).

(r) To operate and maintain the Common Elements.

(s) The Association, when authorized by a vote of two-thirds (2/3) of the total vote of the members of said Association, may 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 Community intended to provide for the enjoyment, recreation and other use or benefit of the Unit Owners. The expense of ownership, rental 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.

(t) To contract for the operation and maintenance of the Common Elements or Surface Water Management System and Stormwater Management System and to delegate any powers and duties of the Association in connection therewith, except such as specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association;

(u) To operate and maintain the Surface Water Management System and Stormwater Management Systems, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plan compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas. Moreover, the Association shall

BK: 4273 PG: 1403

operate, maintain, and manage the Surface Water Management System and Stormwater Management System in a manner consistent with the District permit number 4-109-87432-5 requirements and applicable District rules and regulations, and the terms and conditions of the Declaration (including enforcement provisions) which relate to the Surface Water Management System and Stormwater Management System. Additionally, the Association shall levy and collect adequate assessments against Members for the cost of maintenance and operation of the Surface Water Management System and Stormwater Management System;

(v) All powers of the Association conferred by the Declaration and Bylaws are incorporated into these Articles by reference.

Section 3. Any officer or director individually or any firm or corporation of which any officer or director shall be a member, stockholder, officer, director, employee, or agent, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of this Association, provided that the fact that he or such firm or corporation is so interested shall be disclosed or shall have been known to the Board of Directors or a majority thereof, prior to the making thereof. No contract or other transaction between this Association and any other such person, firm, or corporation, and no act of this Association shall in any way be affected or invalidated thereby. Any director of this Association who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Association, which shall authorize any such contract or transaction with like force and effect as if he were not a director or officer of such other corporation or not so interested.

Section 4. Emergency Powers. The following shall apply to the extent not viewed to be in conflict with the Condominium Act:

- a. In anticipation of or during any emergency defined in section (e) below, the Board of Directors of the Association may:
 - (1) Modify lines of succession to accommodate the incapacity of any director, officer, employee or agent of the Association; and
 - (2) Relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- b. During any emergency defined in section (e) below:
 - (1) Notice of a meeting of the Board of Directors needs to be given only to those directors whom it is practical to reach and may be given in any practical manner, including by publication and radio;
 - (2) One or more officers of the Association present at a meeting of the Board of Directors may be deemed to be directors for the meeting, in order of rank and within the same rank and order of seniority, as necessary to achieve a quorum; and

- (3) The director or directors in attendance at a meeting shall constitute a quorum.
- c. Corporate action taken in good faith during an emergency under this section to further the ordinary affairs of the Association:
 - (1) Binds the Association; and
 - (2) May not be used to impose liability on a director, officer, employee or agent of the Association.
- d. An officer, director, or employee of the Association acting in accordance with any emergency by-laws is only liable for willful misconduct.
- e. An emergency exists for purposes of this section if a quorum of the Association's directors cannot readily be assembled because of some catastrophic event.

ARTICLE IV - QUALIFICATION OF MEMBERS AND THE MANNER OF THEIR ADMISSION

Section 1. The subscribers constitute the sole members of this Association until the recording of a Declaration of Condominium naming this Association as the association thereunder. Upon the recording of such a Declaration of Condominium, Toll Jacksonville Limited Partnership, a Florida limited partnership (the "**Developer**"), shall own all memberships in the Association. At such time as the purchase price is paid and the deed to a Unit is issued, the Owner thereof shall become a member.

Section 2. Ownership of a Unit shall be a prerequisite to exercising any rights as a member. A Unit may be owned by one or more persons or by a corporation, association, partnership, or trust.

Section 3. Membership shall not be transferable, except as provided herein or in the Declaration of Condominium. The membership of any Unit owner shall terminate upon the termination of the Condominium, or upon transfer of his ownership in the Unit, provided the transfer is accomplished in accordance with all provisions of the Declaration of Condominium. The transferor's membership shall automatically transfer and be vested in the new owner succeeding to the ownership interest in the Unit, subject to a lien thereon for all undischarged assessments, charges, and expenses. The Association may rely on a recorded deed as evidence of transfer of a Unit and thereupon terminate the transferor's membership and recognize the membership of the transferee.

ARTICLE V - TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE VI - OFFICERS

Section 1. The officers of the Association shall consist of a president, one or more vice-presidents, a secretary, a treasurer, and any assistants to such officers as the Board of Directors may deem appropriate from time to time. The same person may hold two offices.

Section 2. The current officers are:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Matt Olive	President	160 Cape May Avenue, Ponte Vedra, FL 32081
Brian Loftus	Vice President	160 Cape May Avenue, Ponte Vedra, FL 32081
Jeremy Hampson	Secretary/ Treasurer	160 Cape May Avenue, Ponte Vedra, FL 32081

Section 3. Officers of the Association shall be elected at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board of Directors. Any officer may be removed at any meeting by the affirmative vote of a majority of the members of the Board of Directors either with or without cause, and any vacancy in any office may be filled by the Board of Directors at any meeting thereof.

ARTICLE VII - BOARD OF DIRECTORS

Section 1. The affairs and business of this Association shall be managed and conducted by a Board of Directors consisting of not less than three (3) nor more than seven (7) persons; provided, at all times there may only be an odd number of Directors on the Board. The Board may alter the term of the directors to provide alternating expirations to provide for continuity of business. Co-owners of a Unit may not serve as Members of the Board at the same time. Directors need not be Unit Owners. Not less than sixty (60) days before a scheduled election, the Association must mail, deliver, or electronically transmit to each Owner entitled to vote, a first note of the date of election

along with a certification form promulgated by the Division, attesting that he has read and understood, to the best of his ability, the Condominium Documents and the provisions of Chapter 718 and any applicable rules, and such certification must be signed by and submitted to the Association by all candidates not less than thirty-five (35) days before the election.

Section 2. The current Directors are:

<u>Name</u>	<u>Address</u>	<u>Term</u>
Matt Olive	160 Cape May Avenue, Ponte Vedra, FL 32081	1 year
Brian Loftus	160 Cape May Avenue, Ponte Vedra, FL 32081	1 year
Jeremy Hampson	160 Cape May Avenue, Ponte Vedra, FL 32081	1 year

Section 3. Election of Directors shall be held at the annual members meeting, except as provided herein to the contrary. At the expiration of the term of each initial director, his successor shall be elected by the members of the Association to serve for a term of one year, subject to Section 7 below. A director shall hold office until his successor has been elected and qualified.

Section 4. The election shall be by written ballot or voting machine and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. Notwithstanding the foregoing, the Association may, by the affirmative vote of a majority of the total voting interests, provide for different voting and election procedures. The different voting and election procedures may provide for elections to be conducted by limited or general proxy.

Section 5. Directors may be removed with or without cause and replaced as follows:

- a. Except as to vacancies resulting from removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors, provided that all vacancies in directorships to which the directors were appointed by the Developer pursuant to the provisions of Article VII, Section 7, hereof shall be filled by the Developer without the necessity of any meeting.
- b. Any director elected by the members (other than the Developer) may be removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interest. A special meeting of the Unit Owners to recall a member or members of the Board may be called

by ten percent (10%) of the voting interest giving notice of the meeting as required for a meeting of the Unit Owners, and the notice shall state the purpose of the meeting.

- (1) If the recall is approved by a majority of all voting interests at a meeting, the recall will be effective as provided herein. The Board shall duly notice and hold a Board meeting within five (5) full business days after the adjournment of the Unit Owner meeting to recall one or more Board members. At the meeting, the Board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession or shall proceed as set forth in Subsection (iii) below.
- (2) If the proposed recall is by an agreement in writing by a majority of all voting interest, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 48 and the Florida Rules of Civil Procedure. The Board shall duly notice and hold a meeting of the Board within five (5) full business days after receipt of the agreement in writing. At the meeting, the Board shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession or proceed as described in Subsection (iii) below.
- (3) If the Board determines not to certify the written agreement to recall a member or members of the Board, or does not certify the recall by a vote at a meeting, the Board shall, within five (5) full business days after the meeting, file with the Division a petition for arbitration pursuant to the procedures set forth in Article X of the Bylaws. For purposes of this section the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party in the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board meeting, the recall will be effective upon mailing of the final order of arbitration to the Association. If the Association fails to comply with the order of the arbitrator, the Division may take action pursuant to Section 718.501, Florida Statutes. Any member or members still recalled shall deliver to the Board any and all records of the Association in their possession within five (5) full business days of the effective date of the recall.
- (4) If the Board fails to duly notice and hold a Board meeting within five (5) full business days after service of an agreement in writing

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or within five (5) full business days after the adjournment of the Unit Owner recall meeting, the recall shall be deemed effective, and the Board members so recalled shall immediately turn over to the Board any and all records and property of the Association.

- (5) If the Board fails to duly notice and hold the required meeting or fails to file the required petition, the Unit Owner representative may file a petition pursuant to Section 718.1255, Florida Statutes, challenging the Board's failure to act. The petition must be filed within sixty (60) days after the expiration of the applicable five (5) full-business day period. The review of a petition under this subsection is limited to the sufficiency of service on the Board and the facial validity of the written agreement or ballots filed.
 - (6) If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, notwithstanding any provision to the contrary contained in this subsection. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled in accordance with the procedural rules adopted by the Division.
 - (7) A Board member who has been recalled may file a petition pursuant to Section 718.1255, Florida Statutes, challenging the validity of the recall. The petition must be filed within sixty (60) days after the recall is deemed certified. The Association and the Unit Owner representative shall be named as the respondents.
- c. Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by the members other than the Developer of the Condominium, neither the first Directors of the Association, nor any directors replacing them, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and the Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.
 - d. If a vacancy on the Board of Directors results in the inability to obtain a quorum of directors in accordance with these Bylaws, any Owner may apply to the Circuit Court within the jurisdiction where the Condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the Condominium Property a notice describing the intended action and giving the Association an opportunity to fill the vacancies in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancies, the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be

responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancies on the Board of Directors sufficient to constitute a quorum in accordance with these Bylaws.

Section 6. Meetings of the Board of Directors at which a quorum of the members is present shall be open to all Association members. Any Association member may tape record or videotape meetings of the Board of Directors subject to reasonable rules adopted by the Division of Florida Condominiums, Time Shares, and Mobile Homes. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Board of Directors may adopt reasonable rules governing the frequency, duration, and manner of Unit owner statements. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium property at least 48 continuous hours preceding the meeting, except in an emergency. However, written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding Unit use will be proposed, discussed, or approved, shall be mailed or delivered to Association members and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. For all meetings that regular or special Assessments against Owners are to be considered for any reason, the notice of such meeting must specifically state that Assessments will be considered and the nature, estimated cost, and description of the purposes for such Assessments. Evidence of compliance with those 14-day notice requirement shall be made by an affidavit executed by the secretary and filed among the official records of the Association. Upon notice to the Association members, the board shall by duly adopted rule designate a specific location on the Condominium property upon which all notices of board meetings shall be posted. Notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Meetings of a committee to take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are subject to the provisions of this paragraph. Meetings of a committee that does not take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are not subject to the provisions of this paragraph.

Section 7. Proviso. Notwithstanding anything to the contrary contained in Article VII or otherwise, the Board of Directors shall consist of three directors during the period that the Developer is entitled to appoint a majority of the directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until the Unit Owners other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association. Pursuant to s. 718.301(1) of the Florida Statutes: "if Unit Owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the Unit Owners other than the developer are entitled to elect at least one-third of the members of the board of administration of the association. Unit owners other

than the developer are entitled to elect at least a majority of the members of the board of administration of an association, upon the first to occur of any of the following events:

- A. Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;
- B. Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;
- C. When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;
- D. When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business;
- E. When the developer files a petition seeking protection in bankruptcy;
- F. When a receiver for the developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days after appointment of the receiver that transfer of control would be detrimental to the association or its members; or
- G. Seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first; or, in the case of an association that may ultimately operate more than one condominium, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first, for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s.718.104(4)(e) or the recording of an instrument that

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transfers title to a unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first.”

Pursuant to s. 718.301(1): “the developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. After the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.”

Post-turnover, the number of Directors shall be three (3) unless the Board has otherwise determined previously or in tandem with turnover to increase the number of Board members.

At such time as Owners other than Developer are entitled to elect not less than a majority of the Board, Developer will relinquish control of the Association and Owners will accept control. Simultaneously, or for the purposes contained in Section 718.301(4)(c), Florida Statutes, not more than ninety (90) days thereafter, Developer will deliver to the Association, at Developer’s expense, all property of Owners and of the Association which is held or controlled by Developer, including the items contained in Section 718.301(4), Florida Statutes. Developer will also prepare a turnover inspection report under the seal of an architect or engineer authorized to practice in the State of Florida, attesting to required maintenance, useful life, and replacement costs of the Common Elements listed in Section 718.301(4)(p), Florida Statutes.

The Developer can turn over control of the Association to the Unit Owners other than the Developer prior to such dates in its sole discretion by causing all of its appointed directors to resign, whereupon it shall be the affirmative obligation of the Unit Owners other than the Developer to elect directors and assume control of the Association. Provided at least sixty (60) days’ notice of the Developer’s decision to cause its appointees to resign is given to the Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

Section 8. A director (or member of the Board) who abstains from voting on any action taken on any corporate matter will be presumed to have taken no position with regard to the action.

Section 9. As required by Section 617.0830, Florida Statutes, a director (or member of the Board) will discharge his duties in good faith, with the care of an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner he reasonably believes to be in the interest of the Association.

Section 10. A director (or member of the Board) will be liable for monetary damages as provided in Section 617.0834, Florida Statutes, if such director (or member of the Board):

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- a. breached or failed to perform his duties and the breach of, or failure to perform, his duties constitutes a violation of criminal law as provided in Section 617.0834, Florida Statutes;
- b. constitutes a transaction from which such director (or member of the Board) derived an improper personal benefit, either directly or indirectly; or
- c. constitutes recklessness or an act or omission that was in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

Section 11. A director (or member of the Board) more than ninety (90) days delinquent in the payment of regular Assessments will be deemed to have abandoned the office, creating a vacancy in the office to be filled according to these Articles.

Section 12. A director (or member of the Board) charged with a felony theft or embezzlement offense involving the Association's funds or property shall be removed from office, creating a vacancy in the office to be filled according to these Articles. While such director (or member of the Board) has such criminal charge pending, he may not be appointed or elected to a position as a director (or member of the Board). However, should the charges be resolved without a finding of guilt, the director (or member of the Board) shall be reinstated for the remainder of his term of office, if any.

ARTICLE VIII - INDEMNIFICATION OF OFFICERS AND DIRECTORS

Except as specifically set forth in Article VIII above and Article IV of the Bylaws, all officers, directors and committee members shall be indemnified by the Association against all expenses and liabilities, including counsel fees (including fees for appellate proceedings), reasonably incurred in connection with any proceeding or settlement thereof in which they may become involved by reason of holding such office, other than proceedings or claims resulting from willful misconduct or bad faith. The Association may purchase and maintain insurance on behalf of all officers, committee members and directors against any liability asserted against them or incurred by them in their capacity as officers, committee members or directors or arising out of their status as such.

ARTICLE IX - BYLAWS

The Bylaws of the Association are to be made or approved by the Board of Directors initially and thereafter may be amended, altered, modified, or rescinded by the action or approval of the members of the Association, except that any such change of the Bylaws shall not affect the rights or interests of the Developer, or its successors or assigns, without the written consent of the Developer. Amendment of the Bylaws shall also be subject to the written consent of mortgagees of the Condominium property or Condominium Units in accordance with the provisions of the Declaration of Condominium. The manner of altering, modifying, amending or rescinding the Bylaws shall be provided for in the Bylaws.

ARTICLE X - AMENDMENTS TO THESE ARTICLES

Section 1. Amendments to these Articles of Incorporation shall be proposed by a resolution adopted by a two-thirds (2/3) vote of the Board of Directors. The resolution shall then be presented to the membership of the Association. A majority vote of the voting interests cast at a duly called meeting shall be necessary to amend the Articles of Incorporation.

Section 2. No amendment shall make any change in the qualifications for membership without approval in writing of all members. Such an amendment shall also be subject to the written consent of all record holders of mortgages upon any Condominium property or upon property held by the Association in accordance with the provisions of the Declaration of Condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium, or which in any way would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer under these Articles, the Bylaws or the Declaration.

ARTICLE XI - VOTING

Section 1. Each Condominium Unit shall be entitled to one vote at the Association meetings, notwithstanding that the same owner may own more than one Unit or that Units may be joined together and occupied by one owner. In the event of a joint ownership of a Condominium Unit, the vote to which that Unit is entitled may be exercised by one of such joint owners by agreement of the remainder of the joint owners and in accordance with the terms of the Declaration of Condominium; however, no split voting shall be permitted.

Section 2. Votes may be cast either in person or by proxy as specifically provided herein. Limited proxies shall be used for votes taken to waive or reduce reserves in accordance with Section 718.112(2)(f)2, Florida Statutes; for votes taken to waive financial statement requirements as provided by Section 718.111(13), Florida Statutes; for votes taken to amend the Declaration of Condominium pursuant to Section 718.110, Florida Statutes; for votes taken to amend these Articles of Incorporation or the Bylaws of the Association pursuant to Section 718.112, Florida Statutes; and for any other matter for which the Condominium Act requires or permits a vote of the Unit owners. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Notwithstanding the foregoing, no proxy, limited or general, shall be used in the election of the members of the Board of Directors. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for

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which it was given. Every proxy is revocable at any time at the pleasure of the Association member executing it.

ARTICLE XII - ADDITIONAL PROVISIONS

Section 1. No officer, director, committee member or member shall be personally liable for any debt or other obligation of the Association, except as provided in the Declaration of Condominium.

Section 2. The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association shall be distributed to its members, directors, or officers.

Section 3. Where the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

ARTICLE XIII - SEVERABILITY

Should any paragraph, sentence, phrase, portion or provision of these articles or of the Bylaws or rules and regulations be held invalid, it shall not affect the validity of the remaining instruments.

ARTICLE XIV - SURFACE WATER MANAGEMENT SYSTEM

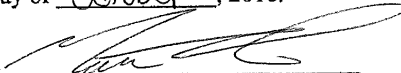
It is the intention that the Association shall have perpetual existence; however, if the Association elects to dissolve, it will only do so after the maintenance of the property consisting of the surface water management system has become the responsibility of an appropriate agency of local government, and if not accepted, then when the surface water management system has been dedicated to a similar nonprofit corporation.

ARTICLE XV - REGISTERED OFFICE AND REGISTERED AGENT

The name of the current registered agent CT Corporation, and the address of the registered office is 1200 South Pine Island Road, Plantation, Florida 33324.

These Amended and Restated Articles of Incorporation were adopted on the 19 of October, 2016 by the Board of Directors of the Corporation. These Amended and Restated Articles do not contain any amendments requiring member approval and there are no members entitled to vote on these Restated Articles.

IN WITNESS WHEREOF, the President has hereunto caused these Amended and Restated Articles to be executed this 19 day of October, 2016.



MATT OLIVE

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Exhibit "D"
Bylaws of the Association

BYLAWS
OF
COASTAL OAKS AT NOCATEE CARRIAGE HOMES
CONDOMINIUM ASSOCIATION, INC.

(A Corporation Not-For-Profit)

ARTICLE I
GENERAL

Section 1. The address and term of existence of **COASTAL OAKS AT NOCATEE CARRIAGE HOMES CONDOMINIUM ASSOCIATION, INC.** (the “**Association**”) shall be as set forth in the Articles of Incorporation.

Section 2. The Association shall have the rights, powers, duties and functions as set forth in the Articles of Incorporation.

Section 3. The members of the Association, their qualifications and voting rights and the manner of transferring membership shall be as set forth in the Articles of Incorporation.

ARTICLE II
MEETINGS

Section 1. All annual and special meetings of the Association shall be held in St. Johns County, Florida, or at such other place as may be permitted by law within forty five (45) miles of the Condominium and from time to time fixed by the Board of Directors and designated in the notices of meetings.

Section 2. Annual meetings of the members of the Association shall be held upon a date appointed by the Board of Directors. The meetings shall be held at such time as the Directors shall appoint from time to time. Notice of the meeting, which shall include an agenda, shall be sent by mail or hand delivered to each member at least fourteen (14) days prior to the annual meeting. In addition to such written notice, the secretary shall conspicuously post notice of the annual meeting at least fourteen (14) continuous days prior thereto on the property of Coastal Oaks at Nocatee Carriage Homes, a Condominium (the “**Condominium**”), at a specific location designated by a rule duly adopted by the Board of Directors upon which shall be posted notice of all meetings of members of the Association. An officer of the Association or the manager or other person providing notice of the Association meeting shall provide an affidavit or United States Postal Service Certificate of Mailing to be included in the official records of the Association affirming that the notice was mailed or hand delivered to each member at the address last furnished to the Association.

Section 3. Special meetings of the members, for any purpose or purposes, whether or not specifically required by these Bylaws, the Articles of Incorporation, or the Declaration of

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Condominium, may be called by the President or upon written application to the Board of Directors of seventy-five percent (75%) of the members or by a majority of the Directors. A special meeting of the members to recall a member or members of the Board of Directors may be called upon written application to the Board of Directors by ten percent (10%) of the members. Such special meeting of the members shall be set within thirty (30) days after such written application upon not less than ten (10) days' written notice to each of the members. In addition to such written notice, the secretary shall conspicuously post continuous notice of the special meeting at least ten (10) days prior thereto at the specific location as provided in Section 2 above.

Section 4. The Board of Directors shall mail or hand deliver to each Unit Owner at the address last furnished to the Association a meeting notice and copies of the agenda and the proposed annual budget of common expenses to the members at least fourteen (14) days prior to the meeting of the Unit Owners or the Board of Administration at which the budget will be considered. Evidence of compliance with this fourteen (14) day notice requirements must be made by an affidavit executed by an officer of the Association or the manager or other person providing notice of the meeting, and filed among the official records of the Association. In addition to such written notice, the secretary shall conspicuously post continuous notice of the meeting at least fourteen (14) days prior thereto at the specific location as provided in Section 2 above. The meeting to consider the budget must be open to the members. The budget may be adopted by the Board of Directors. Notwithstanding the foregoing, if an adopted budget requires assessments against the members in any fiscal year or calendar year which exceeds 115 percent of the assessments for the preceding year, within twenty-one (21) days after adoption of the annual budget and upon written application to the Board of Directors of ten percent (10%) of the members, the President shall call a special meeting of the members within sixty (60) days after adoption of the annual budget. Notice of the special meeting shall be hand delivered or mailed to each member at least fourteen (14) days prior to said meeting. At the special meeting, members shall consider and enact a budget. If the adoption of the budget by the members is necessary, the adoption of the budget requires a vote of not less than a majority vote of all the voting interests. The Board of Directors may propose a budget to the members at a meeting of members or in writing, and if the budget or proposed budget is approved by the members at the meeting or by a majority of all the voting interests in writing the budget is adopted. If a meeting of the members has been called and a quorum is not attained or a substitute budget is not adopted by the members, the budget previously adopted by the Board of Directors shall take effect as scheduled. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis or assessments for betterments to the Condominium Property shall be excluded from the computation. However, as long as the Developer is in control of the Board of Directors, the Board of Directors shall not impose an assessment for any year greater than 115 percent of the prior fiscal or calendar year's assessment without approval of a majority of all the voting interests.

Section 5. No business shall be transacted at any special meeting except as stated in the notice thereof unless by vote of not less than two-thirds (2/3) of the voting interests of those present and voting. Notice shall be given by the Secretary of all special meetings, or if the Secretary shall fail to do so, by the President or Board of Directors, not less than ten (10) days

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before the date thereof, stating the date, time, and place of the meeting and the purpose or purposes thereof. Notices deposited in the mail, postage prepaid, and addressed to the members' last known addresses according to the Association's records, within the prescribed time or, in lieu of mailing, delivered by hand to the members or left at their residences in their absence, shall suffice. In addition to such written notice, the Secretary shall conspicuously post continuous notice of the meeting at least ten (10) days prior thereto at the specific location as provided in Section 2 above. Members may waive such notice and may act by unanimous written agreement without meetings, for any matter not prohibited by Chapter 617 or Chapter 718, Florida Statutes.

Section 6. Persons entitled to at least a majority of the voting interests shall constitute a quorum but members present at any meeting, although less than a quorum, may adjourn the meeting to a future date.

Section 7. When a quorum is present at any meeting, the holders of a majority of the voting interests present in person or represented by written proxy as provided in Article XII, Section 2 of the Articles of Incorporation shall decide any question brought before the meeting, unless the question is one upon which by express provision of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, or these Bylaws, a different vote is required, in which case the vote prescribed by the Declaration of Condominium, the Articles of Incorporation, these Bylaws or the Condominium Act shall control.

Section 8. The order of business at all meetings shall be as prescribed in the agenda prepared by the Board of Directors and submitted to the members with the notice of each meeting, including, but not limited to, making the collection of election ballots the first order of business at the meeting.

Section 9. Members shall have a right to participate in meetings of members with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration and manner of member participation.

Section 10. Any member may tape record or videotape a meeting of the members subject to reasonable rules adopted by the Division of Florida Condominiums, Timeshares, and Mobile Homes.

ARTICLE III BOARD OF DIRECTORS

Section 1. The number, terms of office, and provisions regarding removal and filling of vacancies of the Board of Directors shall be as set forth in the Articles of Incorporation.

Section 2. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the members and at the same place.

Section 3. Regular meetings of the Board of Directors may be held at such time and place permitted by law and from time to time as may be determined by the Directors, and special meetings may be called by the President or a majority of the Board of Directors. Notice of regular meetings and special meetings of the Board of Directors shall be given to each Director

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by telegram or hand delivered or by United States mail sent at least three (3) days prior to the meeting as provided in Section 2 except as otherwise provided herein. The Board of Directors may, by resolution duly adopted, establish regular monthly, quarterly, or semi-annual meetings in which event no notice need be sent to the Directors, once, said schedule has been adopted. All meetings of the Board of Directors shall be open to the members of the Association, who shall be given conspicuously posted continuous notice forty-eight (48) hours in advance thereof except in an emergency. Notwithstanding the foregoing, written notice of any meeting at which non-emergency special assessments or at which an amendment to the rules regarding unit use will be proposed, discussed or approved, shall be mailed or delivered to members and conspicuously posted on the condominium property as provided in Article II, Section 2, above, not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by the Secretary and filed among the official records of the Association.

Section 4. At all meetings of the Board of Directors, a majority shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority present at any meeting shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Articles of Incorporation. At any meeting of the Board of Directors at which a quorum is not present, the presiding officer may adjourn the meeting from time to time. Directors may not vote by proxy or by secret ballot at board meetings, except that officers may be elected by secret ballot. A vote or abstention for each Director present shall be recorded in the minutes.

Section 5. The order of business of all meetings of the Board of Directors shall be as prescribed in an agenda furnished each member of the Board of Directors by the President.

Section 6. The Board of Directors shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and for the exercise of its rights, powers, duties and functions. The Board of Directors may do or cause to be done all other lawful acts and things that are not by law, the Declaration of Condominium, these Bylaws or the Articles of Incorporation or otherwise, directed or required to be done or exercised by the members of the Association. As required by Section 617.0830, Florida Statutes, a Director will discharge his duties in good faith, with the care of an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner he reasonably believes to be in the interests of the Association. A Director will be liable for monetary damages as provided in Section 617.0834, Florida Statutes, if such Director:

(a) breached or failed to perform his duties and the breach of, or failure to perform, his duties constitutes a violation of criminal law as provided in Section 617.0834, Florida Statutes;

(b) constitutes a transaction from which such Director derived an improper personal benefit, either directly or indirectly; or

(c) constitutes recklessness or an act or omission that was in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

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Section 7. If twenty percent (20%) of the voting interest petition the Board of Directors to address an item of business, the Board of Directors will at its next regular Board meeting or at a special meeting of the Board, but not later than sixty (60) days after the receipt of the petition, place the item on the agenda.

Section 8. The Board of Directors elected by the members shall be elected by written ballot or voting machine. Proxies shall not be used in electing the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation or otherwise, unless otherwise permitted by Chapter 718, Florida Statutes, the Condominium Act. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing so included in another Association mailing or delivery including regularly published newsletters, to each member a first notice of the date of the election. Any member desiring to be a candidate for the Board of Directors must give written notice to the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda set forth in Article II, Section II hereof, the Association shall mail or deliver a second notice of election to all Unit Owners entitled to vote thereon, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. However, the Association shall have no liability for the contents of the information sheets prepared by the candidates. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Directors. No member shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A member who needs assistance in casting the ballot for the reasons stated in Section 101.051, Florida Statutes, may obtain assistance in casting the ballot. Any member violating this provision may be fined by the Association in accordance with Section 718.303, Florida Statutes. The regular election shall occur on the date of the annual meeting as set forth in Article II, Section 2. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board of Directors. With respect to recall and replacement of Board of Director members elected or appointed by Unit Owners other than the Developer, the following provisions shall apply:

(a) Only Units owned by Unit Owners other than the Developer shall be counted to establish a quorum at a meeting to recall and replace a Board of Director member elected by Unit Owners other than the Developer.

(b) The percentage of voting interests required to recall a Board of Director member elected by Unit Owners other than the Developer, is a majority of the total Units owned by Unit Owners other than the Developer.

(c) A Board of Director member who is elected by Unit Owners other than the Developer may be recalled only by Unit Owners other than the Developer at a duly called meeting or by an agreement in writing by a majority of all voting interests.

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Only Unit Owners other than the Developer may vote, in person or by limited proxy (subject to (c) above), to fill a vacancy on the Board of Directors previously occupied by a Board of Director member elected by Unit Owners other than the Developer.

Section 9. A member of the Board of Directors charged with a felony theft or embezzlement offense involving the Association's funds or property shall be removed from office, creating a vacancy in the office to be filled according to the Articles of Incorporation. While member of the Board of Directors has such criminal charge pending, he may not be appointed or elected to a position as a member of the Board of Directors. However, should the charges be resolved without a finding of guilt, the member of the Board of Directors shall be reinstated for the remainder of his term of office, if any.

ARTICLE IV OFFICERS

Section 1. The officers of the Association, their terms of office, the manner of election, and the method of removal and filling vacancies shall be as set forth in the Articles of Incorporation.

Section 2. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and the Board of Directors. He or she shall have the general powers and duties usually vested in the office of President, including but not limited to, the power to appoint committees from among the members or Directors from time to time as he or she may deem appropriate to assist in the conduct of the affairs of the Association and to call meetings of the Board of Directors and of the members. He or she shall execute such deeds, contracts, and other instruments, in the name and on behalf of the Association and under its corporate seal, when a seal is required, except when such documents are required or permitted by law to be otherwise executed and except when the signing and execution thereof shall be delegated by the Board of Directors to another officer or agent of the Association.

Section 3. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and record all votes and the minutes of all meetings and proceedings, including resolutions, in a minute book to be kept for that purpose, and shall perform like duties for any committee when so required. The Secretary shall have charge of the minute book and such records and papers as the Board of Directors may direct and shall perform all duties incident to the office of Secretary, including the sending of notices of meetings to the members of the Board of Directors and committees, and such other duties as may be prescribed by the Bylaws or by the Board of Directors or the President. He or she shall also have custody of the corporate seal and when authorized by the Board of Directors, affix the same to any instrument requiring it and attest the same when appropriate. He or she shall comply and keep up to date, at the principal office of the Association, a complete list of the members and their last known office addresses, and the names and addresses of any proxy holders or voting trustees. The Secretary shall make the minute books available for inspection by the members and Directors at all reasonable times.

Section 4. The Vice-President or Vice-Presidents shall be vested with all the powers and required to perform all the duties of the President in his or her absence, and such other duties as

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may be prescribed by the Board of Directors. In the event there is more than one Vice-President, the Board of Directors may prescribe the order in which the Vice-Presidents shall assume control in the absence of the President.

Section 5. The Treasurer shall have responsibility for the Association's funds and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies, checks, and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. He or she shall disburse the funds of the Association as may from time to time be ordered by the Board of Directors or by the President, shall make proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at the regular meetings of the Board of Directors or whenever they or either of them shall require, an account of his or her transactions as Treasurer of the financial condition of the Association. He or she shall, in addition, keep all books and records of account as may be required by Section 718.111, Florida Statutes, and other sections of the Condominium Act or any other applicable law. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party, but not later than one hundred twenty (120) days after the end of the fiscal year, the Association shall mail to each member at the address last furnished to the Association by the member, or hand deliver to each member, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the member, without charge, upon receipt of a written request from the member.

Section 6. An officer will be liable for monetary damages as provided in Section 617.0834, Florida Statutes, if such officer:

(a) breached or failed to perform his duties and the breach of, or failure to perform, his duties constitutes a violation of criminal law as provided in Section 617.0834, Florida Statutes;

(b) constitutes a transaction from which such officer derived an improper personal benefit, either directly or indirectly; or

(c) constitutes recklessness or an act or omission that was in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

ARTICLE V MANNER OF COLLECTING FROM THE UNIT OWNERS THEIR SHARES OF THE COMMON EXPENSES

Section 1. The Association shall collect from the members their respective shares of the common expenses in accordance with the procedure prescribed in the Declaration of Condominium. Assessments shall be determined, imposed, utilized and enforced as provided for in the Declaration of Condominium. The Board of Directors has the power to and shall from time to time fix and determine the amounts necessary to pay all the expenses of the Association and establish reasonable budgets therefor from time to time, all in accordance with the terms of the Declaration of Condominium.

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Section 2. Regular assessments shall be paid by the members on a monthly basis, unless the membership shall approve a different period of payment, but in no event shall such payment be less frequent than monthly.

Section 3. When the Board of Directors has determined the amount of any assessment, the Secretary shall transmit a statement of such assessment to each member. Assessments are payable at the office of the Association or such other place as the Board of Directors determines.

Section 4. Regular and special assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of or less than the sums required to meet the cash requirements of the Association, in which event the Board of Directors may increase or decrease the amount of such an assessment and make such adjustments, in cash or otherwise, as it shall deem proper, including the assessment of each member of his or her proportionate share of any deficiency. Notice of all changes in the assessments shall be given to all members. Assessments are due on the dates stated in the Notice of Assessment, and thereafter may bear interest to the rate established by the Board of Directors which shall not exceed the highest lawfully permissible rate.

Section 5. In the event an assessment is not paid within the time permitted therefore in the Declaration of Condominium, and these Bylaws, the Association, through the Board of Directors, may proceed and enforce said assessments from the delinquent member in any manner provided by the law respecting mortgage liens, the Declaration of Condominium, and these Bylaws. Each member shall be individually responsible for the payment of the assessments against his or her unit, due during his or her ownership and for the payment of attorneys' fees and cost incurred by the Association and the collection of sums due and the enforcement of any lien held by the Association respect therefore.

ARTICLE VI AUTHORITY OF DIRECTORS

Section 1. The Board of Directors may from time to time adopt such uniform administrative rules and regulations governing the details of the operation of the condominium, and restrictions upon and requirements respecting the use and maintenance of the units and of the common elements of the condominium as may be deemed necessary and appropriate from time to time to assure the enjoyment of all members and to prevent unreasonable interference with the use of the units and the common elements, as shall not be inconsistent with the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, and these Bylaws. A copy of such regulations shall be furnished to each member and subsequent purchasers of units upon request.

Section 2. In the event of a violation (except for the non-payment of an assessment) of any of the provisions of the Declaration of Condominium, these Bylaws, the Rules and Regulations of the Association or the Articles of Incorporation or of any law, the Association, after reasonable notice to cure of not less than fifteen (15) days, shall have all rights and remedies provided by law (and such remedies shall or may be cumulative with the remedies set forth in the Declaration of Condominium and the Articles of Incorporation) including without limitation the right to sue for damages, the right to injunctive relief, the right to charge any

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offending member a fine not to exceed \$100.00 for each violation, or \$1,000 in the aggregate (except for the non-payment of an assessment) or each day of a continuing violation, after following the procedures described below and, in the event of failure to pay assessments, the right to foreclose its lien provided in the Declaration of Condominium. In every such proceeding the member at fault shall be liable for court costs and the Association's attorneys' fees. If the Association elects to enforce its lien for foreclosure the member may be required to pay a reasonable rent for his or her unit during the litigation and the Association shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid assessments may be prosecuted by the Association without waiving the lien securing such unpaid assessments. In the prosecution of any violation (except for the non-payment of an assessment of the provisions of the Declaration of Condominium these Bylaws, the Rules and Regulations of the Association or the Articles of Incorporation), the Association shall give the offending member written notice of the violation and an opportunity for hearing which shall not occur earlier than fifteen (15) days from the sending of the notice of violation. The hearing must be held before a committee of other unit owners, who are neither members of the Board of Directors no persons residing in the household of a member of the Board of Directors. If the committee does not agree with the fine, the fine may not be levied. The notice of violation shall include the following:

- (a) A statement of the date, time and place of the hearing;
- (b) A statement of the provisions of the Declaration of Condominium, the Bylaws, the Rules and Regulations of the Association or the Articles of Incorporation which have been violated; and
- (c) A short and plain statement of the matters asserted by the Association.

Section 3. The party against whom the charge is sought to be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

Section 4. Notwithstanding herein to the contrary, no fine may become a lien against a Unit nor shall any fine be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owners and if applicable, its licensee or invitee, which hearing must be held before a committee of other Unit Owners.

ARTICLE VII ANNUAL BUDGET

Section 1. The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year, provided, however, that the Board is authorized to change to a different fiscal year at such times as the Board of Directors deems it advisable.

Section 2. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in Section 718.504(21), Florida Statutes.

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Section 3. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance which reserve accounts may be waived at a meeting of the unit owners. These accounts shall include, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance.

Section 4. If the Association operates and manages more than one condominium, a separate budget shall be adopted for each such condominium, along with a separate budget for the Association and expenses specific to a separate condominium, such as maintenance, repair, replacement of the common elements of said condominium of that separate condominium or shall be provided for in the budget of the specific condominium, rather than the separate budget of the Association, unless the condominiums are consolidated for financial purposes pursuant to Chapter 718, Florida Statutes. Further, with regard to the separate budget adopted for each separate condominium, the provision set forth in Article II, Section 4, hereof for calling a special meeting and enacting a budget if an adopted budget requires assessments in excess of 115% of the assessments for the proceeding year, shall apply to each separate budget for each separate condominium, where applicable; and only unit owners of the condominium(s) whose budget is/are being considered at the special meeting called to consider and enact same shall be allowed to vote on the separate budget for their particular condominium.

ARTICLE VIII SEVERABILITY

If any paragraph, sentence, clause, or portion thereof of any provision of these Bylaws shall be held invalid, it shall not affect the validity of the remaining parts thereof.

ARTICLE IX AMENDMENT

Amendments to these Bylaws shall be proposed by a resolution adopted by a two-thirds (2/3) vote of the Board of Directors. The resolution shall then be presented to the membership of the Association. A majority of the voting interest of those members present and voting cast at a duly called meeting shall be necessary to amend the Bylaws.

ARTICLE X ARBITRATION

Any matter of controversy or dispute arising from the operation of the condominium between or among the Developer, members, the Association and their agents and assigns, may be settled by mandatory non-binding arbitration in accordance with the rules provided therefor by the American Arbitration Association and the laws of the State of Florida, including, without limitation, the procedures set forth in § 718.1255, Florida Statutes.

**ARTICLE XI
CERTIFICATE OF COMPLIANCE**

The Board of Directors may accept a certificate of compliance from a licensed electrical or sprinkler contractor as evidence of compliance of the condominium units to the applicable fire and life safety code.

**ARTICLE XII
UNIT OWNER INQUIRIES**

When a Unit Owner files a written inquiry by certified mail with the Board of Directors of the Association, the Board of Directors shall respond in writing to the Unit Owner within 30 days of receipt of the inquiry. The Association may through its Board of Directors adopt reasonable rules and regulations regarding the frequency and manner of responding to Unit Owner inquiries, one of which may be the Association is only obligated to respond to one written inquiry per Unit in any given 30-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.

**ARTICLE XIII
AGENTS OF THE ASSOCIATION**

Section 1. As required by Section 617.0830, Florida Statutes, any authorized agent of the Association will discharge his duties in good faith, with the care of an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner he reasonably believes to be in the interests of the Association.

Section 2. An agent of the Association will be liable for monetary damages as provided in Section 617.0834, Florida Statutes, if such agent:

(a) breached or failed to perform his duties and the breach of, or failure to perform, his duties constitutes a violation of criminal law as provided in Section 617.0834, Florida Statutes;

(b) constitutes a transaction from which such agent derived an improper personal benefit, either directly or indirectly; or

(c) constitutes recklessness or an act or omission that was in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

**ARTICLE XIV
INCORPORATION OF PROVISIONS OF FLORIDA STATUTES**

Except as specifically provided otherwise in these Bylaws as permitted by Chapter 718, all provisions of Section 718.112(2)((a)-(o)), Florida Statutes, are deemed to be included in these Bylaws.