VOL 5468 PG 1083

OFFICIAL RECORDS

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DECLARATION OF CONDOMINIUM OF

COLONIAL POINT CONDOMINIUMS

KNOW ALL MEN BY THESE PRESENTS, THAT:

COLONIAL POINT VENTURES, LTD., a Florida limited partnership (the "Developer") hereby submits to condominium ownership pursuant to Chapter 718, Florida Statutes as amended (the "Condominium Act"), the land and all improvements now existing thereon and or hereafter erected thereon and all equipment, furnishings, and fixtures now or hereafter located thereon (herein the "Property"), located in Duval County, Florida, and more particularly described as follows:

PARCEL A: That certain piece, parcel or tract of land situate, lying and being a part of the R. Hogan Grant, Section 42, Township 2 South, Range 27 East, Duval County, Florida, and being more particularly described as follows: Commencing at the intersection of a Southwesterly prolongation of the Easterly boundary of the lands shown on the plat of Empire Point, as recorded in Plat Book 23, pages 68, 68A and 68B of the current public records of said county, with the Northerly right-of-way line of Atlantic Boulevard (a 100-foot right-of-way as now established); thence North 71°35'55" East along said Northerly right-of-way line of Atlantic Boulevard, 96.64 feet for a point of beginning; thence North 18°24'05" West, 160.08 feet to a point which lies 20.0 feet Easterly of, when measured at right angles to, said Easterly boundary line of Empire Point; thence North 6°34'38" East and parallel to said Easterly boundary line of Empire Point, 295.18 feet; thence North 71°35'55" East and parallel to said Northerly right-of-way line of Atlantic Boulevard, 132.39 feet to a point which lies 140.0 feet Easterly of, when measured at right angles to, said Easterly boundary line of Empire Point; thence North 6°34'38" East and parallel to said Easterly boundary of Empire Point, 380.0 feet; thence North 18°24'05" West, 90.0 feet more or less, to a point situate in the Southerly bank of Little Pottsburg Creek; thence Northerly, Easterly, Southeasterly and Southwesterly along said Southerly bank of Little Pottsburg Creek and following the meanderings thereof, 1710.0 feet, more or less, to its intersection with said Northerly right-of-way line of Atlantic Boulevard, said Northerly right-of-way line of Atlantic Boulevard at the point of intersection last described being a curve concave to the South and having a radius of 822.27 feet; thence Southwesterly around and along said curve, 200.0 feet, more or less, to the P. T. of said curve; thence South 71°35'55" West along said Northerly right-of-way line of Atlantic Boulevard, 801.86 feet to the point of beginning.

PARCEL B: That certain piece, parcel or tract of land situate, lying and being a part of the R. Hogan Grant, Section 42, Township 2 South, Range 27 East, Duval County, Florida, and being more particularly described as follows: Beginning at the intersection of a Southwesterly prolonga-

tion of the Easterly boundary of the lands shown on the plat of Empire Point, as recorded in Plat Book 23, pages 68, 68A and 68B of the current public records of said county, with the Northerly right-of-way line of Atlantic Boulevard (a 100-foot right-of-way as now established); thence on said Northerly right-of-way line of Atlantic Boulevard, North 71°35'55" East, 76.64 feet; thence North 18°24'05" West, 164.51 feet to the Southeasterly corner of Block 8 of aforesaid plat of Empire Point; thence on the Southerly line of said Block 8, South 71°35'55" West, 76.55 feet; thence South 18°22'12" East, 164.50 feet to the point of beginning.

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

ARTICLE I - *DEFINITIONS*

1. Unit. Unit means a condominium unit as defined by the Condominium Act subject to the boundary description in Article III of this Declaration.

2. Condominium Parcel. Condominium Parcel means a Unit in this Condominium together with the undivided interest in the Common Elements appurtenant thereto and an undivided share in the Common Surplus, and includes an obligation to bear a portion of the Common Expenses.

3. Owner. Owner means the person or entity owning in fee simple a Condominium Parcel.

4. Condominium Property. Condominium Property means all of the property subjected to condominium ownership.

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

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

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

(c) All structural beams, posts and members within a Unit and

an easement of support in every portion of a Unit which contributes to the support of the building;

(d) All utility areas and installation and all utility services which are available to more than one Unit or available to the Common Elements;

(e) All parking areas and all driveways, sidewalks and entrance ways and all other means of egress and ingress within and across the Condominium Property;

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

(g) All tangible personal property required for the maintenance and operation of this Condominium and for the common use and enjoyment of the Owners.

6. Common Expenses. Common Expenses means:

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

(b) Expenses declared Common Expenses by provisions of this Declaration or the By-Laws of the Association.

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

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

8. Association. The Association means Colonial Point Association, Inc., a non-profit corporation organized to manage this Condominium.

9. Board of Directors. The Board of Directors means the Board of Directors of the Association.

ARTICLE II

DESCRIPTION OF CONDOMINIUM

1. Name. The name of this Condominium shall be Colonial Point Condominiums.

2. Description of Condominium Property. Attached hereto as composite Exhibit A are a survey and legal description of the Property, site plan of improvements, and floor plans of Units. The Property constitutes approximately 18 acres, located at 5201 Atlantic Boulevard, in the City of Jacksonville, Duval County, Florida.

3. Documents Governing Condominium. The documents which shall govern the Condominium (the "Condominium Documents") are as follows:

(a) The Declaration of Condominium and all exhibits thereto (the "Declaration"), which sets forth the nature of the property rights of the various owners of property in the Condominium and the covenants running with the land which affect such rights. All Condominium Documents shall be subject to the provisions of the Declaration.

(b) Exhibits to the Declaration which are as follows:

i. Composite Exhibits A through D - Survey and legal description of the land hereby submitted to condominium ownership, site plan, floor plans and elevations of all Units.

ii. Exhibit E - Articles of Incorporation of Colonial Point Association, Inc.

iii. Exhibit F - By-Laws of Colonial Point Association, Inc.

ARTICLE III

OWNERSHIP OF UNITS AND BOUNDARIES

Each Unit together with all appurtenances thereto shall for all purposes constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property subject only to the provisions of the Condominium Documents. Each

Owner shall be entitled to exclusive possession of his Unit subject to the provisions of the Condominium Documents.

The boundaries of each Unit shall be determined as follows:

1. The upper horizontal boundary shall be the lower surface of the unfinished ceiling.

2. The lower horizontal boundary shall be the plane of the upper surface of the unfinished floor.

3. The vertical boundaries shall be:

(a) Exterior Building Walls - the unfinished inside wall surface of the Unit building, except that where there is attached to the building a balcony, patio, screened porch, stairway, or other portion of the building serving only the Unit being bounded, the boundary shall be deemed to include all of such structure.

(b) Interior Building Walls - the unfinished inside wall surface of the Unit.

## ARTICLE IV

## UNITS AND APPURTENANCES

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

1. Common Elements, Common Surplus and Common Expenses. Each Condominium Parcel shall include an undivided interest in the Common Elements and the Common Surplus as provided below and shall bear the same proportion of the Common Expenses as its ownership interest in the Common Elements and Common Surplus:

| Unit | Type | Percentage of Common Elements, Common Surplus and Common Expenses |
|---|---|---|
| 1 | 2BR/2BA | .003110 |
| 2 | 2BR/2BA | .003110 |
| 3 | 2BR/2BA | .003110 |
| 4 | 2BR/2BA | .003110 |
| 5 | 2BR/2BA | .003110 |
| 6 | 2BR/2BA | .003110 |
| 7 | 2BR/2BA | .003110 |
| 8 | 2BR/2BA | .003110 |
| 9 | 2BR with den | .003810 |
| 10 | 2BR with den | .003810 |
| 11 | 2BR with den | .003810 |
| 12 | 2BR with den | .003810 |

| Unit | Type | Percentage of Common Elements, Common surplus and Common Expenses |
|---|---|---|
| 13 | 2BR with den | .003810 |
| 14 | 2BR with den | .003810 |
| 15 | 2BR with den | .003810 |
| 16 | 2BR with den | .003810 |
| 17 | 2BR/2BA | .003110 |
| 18 | 2BR/2BA | .003110 |
| 19 | 2BR/2BA | .003110 |
| 20 | 2BR/2BA | .003110 |
| 21 | 2BR/2BA | .003110 |
| 22 | 2BR/2BA | .003110 |
| 23 | 2BR/2BA | .003110 |
| 24 | 2BR/2BA | .003110 |
| 25 | 2BR/2BA | .003110 |
| 26 | 2BR/2BA | .003110 |
| 27 | 2BR/2BA | .003110 |
| 28 | 2BR/2BA | .003110 |
| 29 | 1BR | .002310 |
| 30 | 1BR | .002310 |
| 31 | 1BR | .002310 |
| 32 | 1BR | .002310 |
| 33 | 1BR | .002310 |
| 34 | 1BR | .002310 |
| 35 | 1BR | .002310 |
| 36 | 1BR | .002310 |
| 37 | 1BR | .002310 |
| 38 | 1BR | .002310 |
| 39 | 1BR | .002310 |
| 40 | 1BR | .002310 |
| 41 | 1BR | .002310 |
| 42 | 1BR | .002310 |
| 43 | 1BR | .002310 |
| 44 | 1BR | .002310 |
| 45 | 2BR/2BA | .003110 |
| 46 | 2BR/2BA | .003110 |
| 47 | 2BR/2BA | .003110 |
| 48 | 2BR/2BA | .003110 |
| 49 | 2BR/2BA | .003110 |
| 50 | 2BR/2BA | .003110 |
| 51 | 2BR/2BA | .003110 |
| 52 | 2BR/2BA | .003110 |
| 53 | 2BR/2BA | .003110 |
| 54 | 2BR/2BA | .003110 |
| 55 | 2BR/2BA | .003110 |
| 56 | 2BR/2BA | .003110 |
| 57 | 2BR with den | .003810 |
| 58 | 2BR with den | .003810 |
| 59 | 2BR with den | .003810 |
| 60 | 2BR with den | .003810 |
| 61 | 2BR with den | .003810 |
| 62 | 2BR with den | .003810 |
| 63 | 2BR with den | .003810 |
| 64 | 2BR with den | .003810 |
| 65 | 2BR/2BA | .003110 |
| 66 | 2BR/2BA | .003110 |
| 67 | 2BR/2BA | .003110 |
| 68 | 2BR/2BA | .003110 |
| 69 | 2BR/2BA | .003110 |
| 70 | 2BR/2BA | .003110 |
| 71 | 2BR/2BA | .003110 |
| 72 | 2BR/2BA | .003110 |
| 73 | 2BR with den | .003810 |
| 74 | 2BR with den | .003810 |
| 75 | 2BR with den | .003810 |
| 76 | 2BR with den | .003810 |

| Unit | Type | Percentage of Common Elements, Common Surplus and Common Expenses |
|---|---|---|
| 77 | 2BR with den | .003810 |
| 78 | 2BR with den | .003810 |
| 79 | 2BR with den | .003810 |
| 80 | 2BR with den | .003810 |
| 81 | 1BR | .002310 |
| 82 | 1BR | .002310 |
| 83 | 1BR | .002310 |
| 84 | 1BR | .002310 |
| 85 | 1BR | .002310 |
| 86 | 1BR | .002310 |
| 87 | 1BR | .002310 |
| 88 | 1BR | .002310 |
| 89 | 2BR/2BA | .003110 |
| 90 | 2BR/2BA | .003110 |
| 91 | 2BR/2BA | .003110 |
| 92 | 2BR/2BA | .003110 |
| 93 | 2BR/2BA | .003110 |
| 94 | 2BR/2BA | .003110 |
| 95 | 2BR/2BA | .003110 |
| 96 | 2BR/2BA | .003110 |
| 97 | 2BR/2BA | .003110 |
| 98 | 2BR/2BA | .003110 |
| 99 | 2BR/2BA | .003110 |
| 100 | 2BR/2BA | .003110 |
| 101 | 2BR/2BA | .003110 |
| 102 | 2BR/2BA | .003110 |
| 103 | 2BR/2BA | .003110 |
| 104 | 2BR/2BA | .003110 |
| 105 | 2BR/2BA | .003110 |
| 106 | 2BR/2BA | .003110 |
| 107 | 2BR/2BA | .003110 |
| 108 | 2BR/2BA | .003110 |
| 109 | 2BR-2BA | .003110 |
| 110 | 2BR/2BA | .003110 |
| 111 | 2BR/2BA | .003110 |
| 112 | 2BR/2BA | .003110 |
| 113 | 1BR | .002310 |
| 114 | 1BR | .002310 |
| 115 | 1BR | .002310 |
| 116 | 1BR | .002310 |
| 117 | 1BR | .002310 |
| 118 | 1BR | .002310 |
| 119 | 1BR | .002310 |
| 120 | 1BR | .002310 |
| 121 | 1BR | .002310 |
| 122 | 1BR | .002310 |
| 123 | 1BR | .002310 |
| 124 | 1BR | .002310 |
| 125 | 1BR | .002310 |
| 126 | 1BR | .002310 |
| 127 | 1BR | .002310 |
| 128 | 1BR | .002310 |
| 129 | 1BR | .002310 |
| 130 | 1BR | .002310 |
| 131 | 1BR | .002310 |
| 132 | 1BR | .002310 |
| 133 | 1BR | .002310 |
| 134 | 1BR | .002310 |
| 135 | 1BR | .002310 |
| 136 | 1BR | .002310 |
| 137 | 2BR with den | .003810 |
| 138 | 2BR with den | .003810 |
| 139 | 2BR with den | .003810 |
| 140 | 2BR with den | .003810 |

| Unit | Type | Percentage of Common Elements, Common Surplus and Common Expenses |
|---|---|---|
| 141 | 2BR with den | .003810 |
| 142 | 2BR with den | .003810 |
| 143 | 2BR with den | .003810 |
| 144 | 2BR with den | .003810 |
| 145 | 2BR/2BA | .003110 |
| 146 | 2BR/2BA | .003110 |
| 147 | 2BR/2BA | .003110 |
| 148 | 2BR/2BA | .003110 |
| 149 | 2BR/2BA | .003110 |
| 150 | 2BR/2BA | .003110 |
| 151 | 2BR/2BA | .003110 |
| 152 | 2BR/2BA | .003110 |
| 153 | 1BR | .002310 |
| 154 | 1BR | .002310 |
| 155 | 1BR | .002310 |
| 156 | 1BR | .002310 |
| 157 | 1BR | .002310 |
| 158 | 1BR | .002310 |
| 159 | 1BR | .002310 |
| 160 | 1BR | .002310 |
| 161 | 2BR/2BA | .003110 |
| 162 | 2BR/2BA | .003110 |
| 163 | 2BR/2BA | .003110 |
| 164 | 2BR/2BA | .003110 |
| 165 | 2BR/2BA | .003110 |
| 166 | 2BR/2BA | .003110 |
| 167 | 2BR/2BA | .003110 |
| 168 | 2BR/2BA | .003110 |
| 169 | 2BR/2BA | .003110 |
| 170 | 2BR/2BA | .003110 |
| 171 | 2BR/2BA | .003110 |
| 172 | 2BR/2BA | .003110 |
| 173 | 2BR/2BA | .003110 |
| 174 | 2BR/2BA | .003110 |
| 175 | 2BR/2BA | .003110 |
| 176 | 2BR/2BA | .003110 |
| 177 | 2BR/2BA | .003110 |
| 178 | 2BR/2BA | .003110 |
| 179 | 2BR/2BA | .003110 |
| 180 | 2BR/2BA | .003110 |
| 181 | 2BR/2BA | .003110 |
| 182 | 2BR/2BA | .003110 |
| 183 | 2BR/2BA | .003110 |
| 184 | 2BR/2BA | .003110 |
| 185 | 2BR/2BA | .003110 |
| 186 | 2BR/2BA | .003110 |
| 187 | 2BR/2BA | .003110 |
| 188 | 2BR/2BA | .003110 |
| 189 | 2BR/2BA | .003110 |
| 190 | 2BR/2BA | .003110 |
| 191 | 2BR/2BA | .003110 |
| 192 | 2BR/2BA | .003110 |
| 193 | 2BR/2BA | .003110 |
| 194 | 2BR/2BA | .003110 |
| 195 | 2BR/2BA | .003110 |
| 196 | 2BR/2BA | .003110 |
| 197 | 2BR/2BA | .003110 |
| 198 | 2BR/2BA | .003110 |
| 199 | 2BR/2BA | .003110 |
| 200 | 2BR/2BA | .003110 |
| 201 | 2BR/2BA | .003110 |
| 202 | 2BR/2BA | .003110 |

OFFICIAL RECORDS

| Unit | Type | Percentage of Common Elements, Common Surplus and Common Expenses |
|---|---|---|
| 203 | 2BR/2BA | .003110 |
| 204 | 2BR/2BA | .003110 |
| 205 | 2BR/2BA | .003110 |
| 206 | 2BR/2BA | .003110 |
| 207 | 2BR/2BA | .003110 |
| 208 | 2BR/2BA | .003110 |
| 209 | 1BR | .002310 |
| 210 | 1BR | .002310 |
| 211 | 1BR | .002310 |
| 212 | 1BR | .002310 |
| 213 | 1BR | .002310 |
| 214 | 1BR | .002310 |
| 215 | 1BR | .002310 |
| 216 | 1BR | .002310 |
| 217 | 2BR/2BA | .003110 |
| 218 | 2BR/2BA | .003110 |
| 219 | 2BR/2BA | .003110 |
| 220 | 2BR/2BA | .003110 |
| 221 | 2BR/2BA | .003110 |
| 222 | 2BR/2BA | .003110 |
| 223 | 2BR/2BA | .003110 |
| 224 | 2BR/2BA | .003110 |
| 225 | 3BR with den | .004410 |
| 226 | 3BR with den | .004410 |
| 227 | 3BR | .004010 |
| 228 | 3BR | .004010 |
| 229 | 3BR | .004010 |
| 230 | 3BR | .004010 |
| 231 | 3BR with den | .004410 |
| 232 | 3BR with den | .004410 |
| 233 | 3BR | .004010 |
| 234 | 3BR | .004010 |
| 235 | 3BR with den | .004410 |
| 236 | 3BR with den | .004410 |
| 237 | 3BR with den | .004410 |
| 238 | 3BR with den | .004410 |
| 239 | 3BR | .004010 |
| 240 | 3BR | .004010 |
| 241 | 3BR | .004010 |
| 242 | 3BR | .004010 |
| 243 | 3BR with den | .004410 |
| 244 | 3BR with den | .004410 |
| 245 | 3BR | .004010 |
| 246 | 3BR | .004010 |
| 247 | 3BR with den | .004410 |
| 248 | 3BR with den | .004410 |
| 249 | 3BR with den | .004410 |
| 250 | 3BR with den | .004410 |
| 251 | 3BR | .004010 |
| 252 | 3BR | .004010 |
| 253 | 3BR | .004010 |
| 254 | 3BR | .004010 |
| 255 | 3BR with den | .004410 |
| 256 | 3BR with den | .004410 |
| 257 | 3BR with den | .004410 |
| 258 | 3BR with den | .004410 |
| 259 | 3BR | .004010 |
| 260 | 3BR | .004010 |
| 261 | 2BR/2-1/2BA TH | .004300 |
| 262 | 2BR/2-1/2BA TH | .004300 |
| 263 | 2BR/2-1/2BA TH | .004300 |
| 264 | 2BR/2-1/2BA TH | .004300 |
| 265 | 2BR/2-1/2BA TH | .004300 |
| 266 | 2BR/2-1/2BA TH | .004300 |

| Unit | Type | Percentage of Common Elements, Common Surplus and Common Expenses |
|---|---|---|
| 267 | 2BR/2-1/2BA TH | .004300 |
| 268 | 2BR/2-1/2BA TH | .004300 |
| 269 | 2BR/2-1/2BA TH | .004300 |
| 270 | 2BR/2-1/2BA TH | .004300 |
| 271 | 2BR/2-1/2BA TH | .004300 |
| 272 | 2BR/2-1/2BA TH | .004300 |
| 273 | 2BR/2-1/2BA TH | .004300 |
| 274 | 2BR/2-1/2BA TH | .004300 |
| 275 | 2BR/2-1/2BA TH | .004300 |
| 276 | 2BR/2-1/2BA TH | .004300 |
| 277 | 2BR/2-1/2BA TH | .004300 |
| 278 | 2BR/2-1/2BA TH | .004300 |
| 279 | 2BR/2-1/2BA TH | .004300 |
| 280 | 2BR/2-1/2BA TH | .004300 |
| 281 | 2BR/2-1/2BA TH | .004300 |
| 282 | 2BR/2-1/2BA TH | .004300 |
| 283 | 2BR/1-1/2BA TH | .004300 |
| 284 | 2BR/1-1/2BA TH | .004300 |
| 285 | 2BR/1-1/2BA TH | .004300 |
| 286 | 2BR/1-1/2BA TH | .004300 |
| 287 | 2BR/1-1/2BA TH | .004300 |
| 288 | 2BR/1-1/2BA TH | .004300 |
| 289 | 2BR/1-1/2BA TH | .004300 |
| 290 | 2BR/1-1/2BA TH | .004300 |
| 291 | 2BR-2-1/2BA TH | .004300 |
| 292 | 2BR/2-1/2BA TH | .004300 |
| 293 | 2BR/2-1/2BA TH | .004300 |
| 294 | 2BR/2-1/2BA TH | .004300 |
| 295 | 2BR/2-1/2BA TH | .004300 |
| 296 | 2BR/2-1/2BA TH | .004300 |
| 297 | 2BR/2-1/2BA TH | .004300 |
| 298 | 2BR/2-1/2BA TH | .004300 |
| 299 | 2BR/2-1/2BA TH | .004300 |
| 300 | 2BR/2-1/2BA TH | .004300 |
| 301 | 2BR/2-1/2BA TH | .004300 |
| 302 | 2BR/2-1/2BA TH | .004300 |

The percentage share of Common Elements, Surplus and Expenses appurtenant to each Unit has been apportioned by the Developer taking into consideration the size of the Units and their location. Although such percentage shares have been allocated upon such basis, the shares do not exactly reflect a mathematical ratio of respective square footage among Units. In the event that the number of Units in this Condominium shall be greater or less than 302, the percentage share of each Unit shall be equitably adjusted on the same basis.

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

the Common Elements as stated in this Declaration may be altered only by amendment of the Declaration executed by all the Owners of Units in the Condominium. No such change shall materially affect the lien of a prior recorded mortgage without the consent of the mortgagee.

2. Membership in the Homeowners Association. Ownership of a Unit shall entitle the Owner to membership in the Association and an interest in the funds and assets of that corporation. Each Owner's interest in the Association shall be equal to his percentage interest in the Common Elements.

3. Easements. Each Unit shall have and is hereby granted as an appurtenance, the following easements:

(a) Easements for encroachment of buildings onto any common area.

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

(c) Easements through all Common Elements for ingress, egress, recreational use, maintenance, repair and replacement or any other use as permitted by this Declaration.

(d) Easements through Units for maintenance, repair and replacement of the Unit and Common Elements, and for other necessary purposes; provided that access to any Unit shall be permitted under this easement only during reasonable hours except in case of emergency.

## ARTICLE V

## DEVELOPER'S UNITS AND PRIVILEGES

1. Right to Own and Sell. Notwithstanding anything herein to the contrary, the Developer is irrevocably empowered to sell, lease or rent Units to any person approved by it. The Developer shall have the right to transact on the Condominium Property any business necessary to consummate the sale, lease or rental of Units, including but not limited to the right to maintain models, have signs, maintain an office and employees on the Property and use the Common

Elements to show Units. A sales and rental office, signs and all items pertaining to sales and rentals shall not be considered Common Elements and shall remain the property of the Developer.

2. Assessments Against Unsold Units. The Developer may elect to guarantee to purchasers of Units that assessments for Common Expenses during any stated period of time shall not exceed a specified dollar amount and that Developer shall pay any Common Expenses in excess of the guaranteed level. If Developer so elects, this guarantee shall be made a part of the documents provided to purchasers prior to closing as required by Florida law, or may be made by separate agreement between the Developer and not less than a majority of Unit owners other than the Developer. Should the Developer elect to make such a guarantee to Unit Owners, the Developer shall be exempted during the period of the guarantee from liability for Common Expenses attributable to Units owned by the Developer.

If the Developer elects not to make such a guarantee, then it shall nonetheless be exempt from payment of any Common Expenses attributable to Units owned by the Developer for a period of time terminating no later than the first day of the fourth calendar month following the month in which the closing of the sale of the first Unit occurs. However, while the Developer is so exempt, the Developer must pay the portion of the Common Expenses incurred during the exempt period which exceed the amount assessed against other Unit Owners.

3. Right to Change, Divide or Combine Units. The Developer reserves the right to change the interior design and arrangement of, and to divide or combine one or more Units or portions thereof at any time prior to the sale of such Units by the Developer. In the event that Developer divides or combines Units, the share of the Common Elements, Expenses and Surplus applicable to such Unit shall be increased or decreased so that the resulting Unit or Units have shares allocated in the same manner as shares are allocated to all Units herein.

4. Easement for Access and Utilities. The Developer expressly reserves a perpetual easement for ingress and egress and for all utility installation and maintenance over, across and under all the

roadways and parking areas as shown on Exhibit A.

5. Developer's Right to manage the Association. Developer hereby reserves unto itself the right to manage all of the affairs of this Condominium and all of the affairs of the Association including naming all directors and officers thereof so long as the Developer owns more than 85% of the Units.

Developer's rights reserved herein shall include the sole and exclusive right to take all actions and do all things on behalf of the Association for the maintenance and operation of the Condominium Property, the determination and collection of assessments, the enactment and enforcement of regulations respecting the use of the Condominium Property and the payment of all Common Expenses. So long as the Developer shall have control of the Association, it shall have all powers provided in this Declaration and in its Articles of Incorporation and By-Laws.

Unit Owners shall be entitled to elect directors of the Association in the following proportions and at the following times, in the manner provided in the Association By-Laws (with the Developer appointing all remaining Directors):

(a) Unit Owners shall be entitled to elect one-third of the Board of Directors when Unit Owners other than the Developer own record title to 15% or more of the Units in the Condominium.

(b) Unit Owners shall be entitled to elect a majority of the Board not later than:

i. Three years after the Developer has closed the sale of 50% of the Units; or

ii. Three months after the Developer has closed the sale of 90% of the Units; or

iii. Upon completion of all Units, conveyance of at least one to a purchaser other than the Developer, and failure of the Developer to offer any remaining Units for sale in the ordinary course of business; or

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

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

Within sixty (60) days after the Unit Owners become entitled to elect any members of the Board of Directors, or at any earlier time, if Developer so elects, the Developer shall call a meeting of the Association for the election of directors. The Unit Owners shall be given at least thirty (30) but not more than forty (40) days notice of the meeting, furnished in the manner provided in the By-Laws of the Association. At the meeting the Owners shall elect directors who shall replace those named by the Developer and who shall serve until the next regularly scheduled annual meeting of the Association when their successors shall be elected as provided in the By-Laws.

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

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

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

## ARTICLE VI

## MANAGEMENT OF THE CONDOMINIUM

1. The Association. The Association shall administer this Condominium and manage, maintain and repair the Condominium Property (except for the portions of Units to be managed, maintained and repaired by Owners. All persons owning a vested present interest of record in the fee title to any Condominium Parcel shall automatically be members of the Association and their respective membership shall terminate as their vested interest in the fee title to the Condominium Parcel terminates. Membership in the Association cannot be transferred, assigned or pledged in any manner except as an appurte-

nance to the respective Unit. The Association has all of the rights and powers available to a non-profit association under the laws of the State of Florida, and in addition, the rights, powers and duties accorded to it by this Declaration. All expenses of the Association shall be assessed as Common Expenses of the Owners, as provided in its By-Laws.

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

## ARTICLE VII

## MAINTENANCE, ALTERATION AND REPAIR

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

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

(a) All Common Elements, including but not limited to all boundary walls of the Units except interior surfaces, all portions of the Unit contributing to the support of the building, the outside walls of buildings, floor and ceiling slabs, load bearing walls, floor slabs of patios, balconies and all fixtures on the exterior.

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

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

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

2. Owner. The Owner shall:

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

i. Heating and air-conditioning equipment within the Unit, and the ducts, pipes, wirings, controls, and other apparatus serving only that Unit, even though located outside the Unit boundary.

ii. All kitchen and bathroom fixtures, apparatus and equipment.

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

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

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

(c) Not paint or otherwise decorate or change any portion of the exterior of the Unit building.

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

If the Owner shall fail to commence and diligently pursue the maintenance and repair required by this paragraph within ten (10) days after receiving written notice of his failure to do so from the Association, the Association shall have the right to make such re-

pairs, maintenance or replacement at the expense of the Owner. If the Owner fails to reimburse the Association for such expenses upon demand, the Association shall have a lien for such expenses upon that Owner's Condominium Parcel.

3. Alteration and Improvements. Neither an Owner nor the Association nor any other party (except the Developer as specifically set forth herein) shall make any alteration or additions or removals in the portions of a Unit that are to be maintained by the Association or do anything that will jeopardize the safety or soundness of the building or impair any easements without first obtaining unanimous approval in writing of Owners and mortgagees of record of all Units in which such work is to be done and of the Board of Directors of the Association. A copy of plans for such work prepared by an architect licensed to practice in Florida shall be filed with the Association prior to the start of any such work, the cost of which exceeds $5,000.00. Alterations, additions or removals to the Common Elements may be made upon the approval of the Owners of 2/3 of the votes in the Association.

4. Reconstruction or Repair After Casualty.

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

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

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

At the meeting, the Owners shall consider whether to repair or replace the damage or to terminate the Condominium. If Owners of 66

2/3% of the votes of the Association vote to repair or replace the damaged property, it shall be repaired or replaced. Otherwise, the Condominium shall be terminated without agreement as provided in Article XII, paragraph 1.

(b) Responsibility. The responsibility for reconstruction and repair after casualty, shall be the same as for maintenance and repair of the Condominium Property and the Association shall have the same rights as therein provided (Article VII, paragraph 2) to make repairs which are the responsibility of an Owner if that Owner fails to do so.

(c) Proceeds. If the damage is to be repaired, the Association shall make available the proceeds of insurance for such work. If the proceeds of insurance are not sufficient to reconstruct and repair the damaged property, assessments shall be made against the Owners responsible for the repair in sufficient amounts to provide funds for payment of such costs. Assessments for repair of a particular Unit shall be made against the Owner of that Unit. Assessments for repair of Common Elements shall be made against Owners in proportion to each Owner's share in the Common Elements.

(d) Disbursement of Funds. If the amount of the estimated costs of reconstruction and repair is less than $10,000 and does not involve damage to structural parts of a building, the Board of Directors shall disburse funds for repair (insurance proceeds plus assessments) immediately upon their receipt. If the amount is $10,000 or more, or involves damage to structural parts of a building, funds shall be disbursed by the Board of Directors: (i) only after the Board of Directors has approved the contractor to perform the repair work and the terms of the repair contract; and (ii) only to the extent that work is, in the judgment of the Board of Directors, satisfactorily completed.

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

Unit. All funds to repair damage for which the Association is responsible shall be disbursed directly by the Association for such repairs or replacements.

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

(e) Eminent Domain. The taking of a portion of a Unit or of the Common Elements by eminent domain shall be deemed to be a casualty. All awards payable due to such taking shall be paid to the Association and deemed to be proceeds from insurance on account of the casualty. If the casualty of eminent domain causes the Condominium to be terminated pursuant to paragraph 4(a) of this Article, then all awards shall be distributed as provided therein. If the casualty does not cause the Condominium to be terminated, all such awards shall be used as follows:

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

ii. If the taking destroys or so reduces the size of a Unit that in the judgment of the Board of Directors it cannot be made tenantable, the award attributable to that Unit shall be paid entirely to the Unit Owner, or if a mortgagee is shown on the mortgagee roster, jointly to the Owner and the mortgagee. Upon payment of such proceeds, the Owner shall convey his entire interest in that Parcel to the remaining Unit Owners in undivided shares in proportion to the ownership interests of those Owners in the Common Ele-

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

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

iii. If part of the Common Elements are taken, all awards attributable to such taking shall be distributed to the Association which shall use such awards to repair or replace the Common Elements to the extent possible. If the award exceeds the cost of repair or replacement, the excess shall be retained by the Association and become a part of the Common Surplus.

## ARTICLE VIII

## INSURANCE

The insurance other than title insurance which shall be carried on the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

1. Authority to Purchase. Insurance policies upon the Condominium Property shall be purchased by the Association, and provision shall be made for the issuance of certificates of mortgagee endorsements to mortgagees of Units. The master policies and copies of all

endorsements shall be held by the Association. At their own expense, Owners may obtain such additional insurance coverage as they desire, upon their Condominium Parcels or their own personal property, for the contents and portions of the Units for which they are responsible, and for their personal liability.

2. Coverage. The Association shall obtain casualty insurance upon all buildings and improvements upon the Property and all personal property included in the Common Elements in an amount equal to its maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors, but subject to such deductible clauses as are required in order to obtain coverage at reasonable costs. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks including, without limitation, vandalism and malicious mischief, as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. The Board of Directors shall obtain such other insurance coverage for the Association as it deems desirable or required by law including, without limitation, workmen's compensation and public liability insurance.

3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that any increase in premiums occasioned by use of a Unit other than as a residence, or by misuse, occupancy or abandonment of a Unit or of the Common Elements shall be assessed against the responsible Owner. If requested to do so, the Association shall furnish evidence of payment of premiums to each mortgagee listed in the register of mortgagees.

4. Proceeds. All proceeds of insurance policies purchased by the Association shall be payable to the Association. The Association shall hold such proceeds in trust, to be distributed as provided herein.

5. Association as Agent. The Association is irrevocably appointed agent for each Owner and for each mortgagee or other lien holder and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies pur-

chased by the Association and to execute and deliver releases upon the payment of claims.

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

## ARTICLE IX

## ASSESSMENTS AND LIENS

1. Budgets. The members of the Association, by majority vote of all Unit Owners, shall approve annual budgets of projected expenses for each fiscal year and assess each Owner for his proportionate share of such expenses, as provided in the By-Laws.

2. Liability for Assessments. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the Unit Owner. Whenever a Unit is conveyed in a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.

When the mortgagee of a first mortgage of record or other purchaser of a Unit obtains title as a result of foreclosure of the first mortgage, or as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the share of Common Expenses or assessments by the Association pertaining to the Unit or chargeable to the former Owner which became due prior to such acquisition of title unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer and his successors and assigns. However, such acquirer of title is not excused from liability for assessments against such Unit which come due after acquisition of title to the Unit.

3. Payment of Assessments; Lien for Unpaid Assessments. Each Unit Owner's assessment for his Condominium Parcel shall be due and payable to the Association in twelve (12) equal monthly installments in advance unless some other payment schedule is adopted by the Board of Directors. If necessary to cover unanticipated expenditures which may be incurred during the fiscal year, the board of directors may, as provided in the By-Laws, levy special assessments against Unit Owners in proportion to their share of the Common Expenses and may require Owners to maintain a minimum balance on deposit with the Association for working capital and other contingent expenses. In addition, the Board of Directors may assess Owners for certain expenses attributable solely to their Unit. Such assessments may be for costs specifically provided herein (such as reconstruction or repair after casualty) or may be in the discretion of the Board of Directors.

Any assessments provided for in this Declaration which are not paid when due shall bear interest from the due date until paid at the maximum rate allowed by law or such lower rate as the Board of Directors shall determine, shall be subject to a late charge as may be set and uniformly applied by the Board of Directors and shall entitle the Association to an attorneys fee in the collection thereof. The Association shall have a lien on each Condominium Parcel for any assessment, interest, late charge, expenses, and attorneys fees provided for in this Declaration. Such liens shall not attach until a notice of lien is recorded in the public records of the County in which the Property is located, and a copy thereof is furnished to the record Owner of the Condominium Parcel. In addition, the Association shall have all other rights and remedies provided by this Declaration, the By-Laws, the Condominium Act and other applicable laws for the collection of the above, or the enforcement of its liens.

## ARTICLE X

## USE RESTRICTIONS

The use of the Condominium Property shall be in accordance with

the following provisions so long as the Condominium and the condominium buildings exist in a useful condition on the Property:

1. Single-Family Residences; Restrictions on Minor Children. The Condominium Property shall be used only for single-family residences and for the furnishing of related recreational facilities for the enjoyment of such residents. Accordingly, each of the Units shall be occupied by a single family only, and their guests, as a residence and for no other purpose. Minor children are allowed as permanent residents only in Units having three bedrooms. Entire Units may be rented. Except as reserved to the Developer before sale, no Unit may be divided or subdivided into a smaller Unit, nor shall any portion thereof be sold or otherwise transferred, without first properly amending this Declaration to show the resulting changes in the Units. The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Owners and occupants of the Units.

2. Lawful Use; Nuisances. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Condominium Property shall be observed by all Owners and occupants. No nuisances shall be allowed upon the Condominium Property, nor any use or practice which annoys or interferes with residents. No loud or objectionable noises or odors which may disturb adjacent Units shall be permitted. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No Owner shall make or permit any use of his Condominium Parcel which will increase the rate of insurance upon the Condominium Property.

3. Regulations. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board of Directors of the Association, provided that they do not conflict with this Declaration or the By-Laws of the Association. Copies of such regulations shall be furnished by the Association to all Owners and residents of the Condominium upon request. By acceptance of title to or possession of their Units, all Owners

and residents agree to abide by the regulations and By-Laws of the Association. The Board of Directors or its designated agent shall have the right, without a breach of the peace, to enter any Unit after reasonable advance notice at any reasonable time to determine compliance with the Condominium Act, this Declaration, the By-Laws and the regulations of the Association.

4. Signs. No signs shall be displayed from a Unit or on the Common Elements except those which have advance written approval from the Association.

## ARTICLE XI

## AMENDMENTS TO DECLARATION

Article V and any other article in this Declaration affecting the rights of the Developer shall not be subject to amendment without the consent of the Developer. Article XII entitled "Termination" may not be amended without the consent of all Owners and mortgagees of record. No amendment shall change any Unit or its appurtenant share in the Common Elements unless the Owner and all mortgagees of record shall join in the execution of the amendment. No amendment may change Article VIII entitled "Insurance" nor Article VII, paragraph 4, entitled "Reconstruction or Repair After Casualty," unless all mortgagees of record shall join in the execution of the amendment.

Subject to the above provisions, this Declaration of Condominium may be amended as follows:

1. Until the election of a majority of the Board of Directors by the Owners and except as provided in Article II, this Declaration may be amended by vote of all the Directors provided that the amendment does not increase the number of Units nor alter the boundaries of the Common Elements. In those events, the amendment must be approved by two-thirds of the votes of the Owners regardless of whether the Owners have elected a majority of the Board of Directors.

2. After the election of a majority of the Board of Directors by the Owners, this Declaration may be amended at a meeting of the members of the Association. Amendments may be proposed by the Board

of Directors or by individual members of the Association. Proposals shall be submitted in writing to the President of the Association who, upon receipt, shall call a meeting of the Association to consider the proposed amendment. The meeting shall be held within thirty (30) days after receipt by the President of the proposed amendment. Notice of the meeting specifying the proposed amendment shall be furnished in accordance with the By-Laws of the Association. At the meeting, the proposed amendment shall be adopted if approved by not less than two-thirds of the votes of the entire membership of the Association.

After adoption of any amendment pursuant to this Article, the officers of the Association shall execute and record in the public records of the county in which the Property is located, a certificate certifying that the amendment was duly adopted. The amendment shall be effective when the certificate and a copy of the amendment are duly recorded.

## ARTICLE XII

## TERMINATION

The Condominium may be terminated in the following ways:

1. Destruction. In the event it is determined pursuant to Article VII, paragraph 4(a) that the condominium buildings shall not be reconstructed after damage, the Condominium will be thereby terminated without agreement.

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

3. Termination by Purchase of Dissenting Owner's Units. If members holding a majority of votes in the Association desire termination, they may make a written request to the President of the Association for a meeting of the members to consider termination. Notice of the meeting shall be furnished as provided in the By-Laws. If the termination is approved at the meeting by a vote of not less than two-thirds of the votes of the Owners, and if the consent of all mortgagees of record is obtained in writing not later than sixty (60) days from the date of the meeting, then the approving Owners

shall have an option to buy all (but not less than all) of the Condominium Parcels of the non-approving Owners for the period ending on the sixtieth day from the date of the meeting. Approval of termination by an Owner at such a meeting shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be permanently irrevocable.

The above option shall be exercised by delivery of the following instruments in person or by registered mail to each Owner of the Condominium Parcels to be purchased:

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

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

The price for each Condominium Parcel purchased pursuant to this Article shall be its fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of the items specified above. In the absence of agreement as to price, it shall be determined by arbitration in accordance with Article XIII below, and the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association. If the appraisers cannot reach agreement upon the market value of the Condominium Parcel, then the market value shall be the average of the values reached by the two appraisers. A judgment of specific performance of the purchase based upon the determination of the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid equally by the purchaser and seller. The sale price shall be paid in cash, or upon terms approved by the seller and the Association and the sale shall

be closed within twenty (20) days following the determination of the sale price. The closing of the purchase of all the Condominium Parcels subject to the above option shall effect a termination of the Condominium without further act except the filing of the certificate hereafter required.

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

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

## ARTICLE XIII

## ARBITRATION

1. When Used. The process of arbitration as herein set forth shall be used to determine the fair market value of a Unit for purposes of sale pursuant to Article XII and when any controversy arises as to the construction of or compliance with any provision of this Declaration.

2. Procedure. Any party to a controversy subject to arbitration hereunder may institute proceedings upon written notice delivered to the other parties in person or by certified mail, which shall reasonably identify the subject of controversy. Within fifteen

(15) days from receipt of such notice, each party shall name and appoint one arbitrator. If any party fails to appoint an arbitrator within the above period, the party having made his appointment shall appoint a second arbitrator. The two appointed arbitrators shall then appoint a third. Upon their failure to appoint a third arbitrator within a reasonable time, application may be made by either party to the Circuit Court of the County in which the Property is located for such appointment.

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

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

## ARTICLE XIV

## SEVERABILITY

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

IN WITNESS WHEREOF, the Developer has executed this Declaration this 21st day of December, 19 81.

COLONIAL POINT VENTURES, LTD.

BY: TREUWO-NORTH AMERICAN PROPERTIES MANAGEMENT, INC.
Its General Partner

By _____

(Corporate Seal)

STATE OF FLORIDA )
) ss.
COUNTY OF DUVAL )

Before me personally appeared Michael F. Dawes, the Vice President of Treuwo-North American Properties Management, Inc., a corporation under the laws of the State of Delaware, to me well known to be the individual and officer described in and who executed the foregoing instrument and acknowledged the execution thereof to be his own free act and deed as such officer thereunto duly authorized; and that the official seal of said corporation is duly affixed thereto, and the said instrument is the act and deed of said corporation as the General Partner of Colonial Point Ventures, Ltd., a Florida limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 21st day of December, 19 81, in the State and County aforesaid.

_____
Notary Public

My Commission Expires: 1-27-83

# COLONIAL POINTE

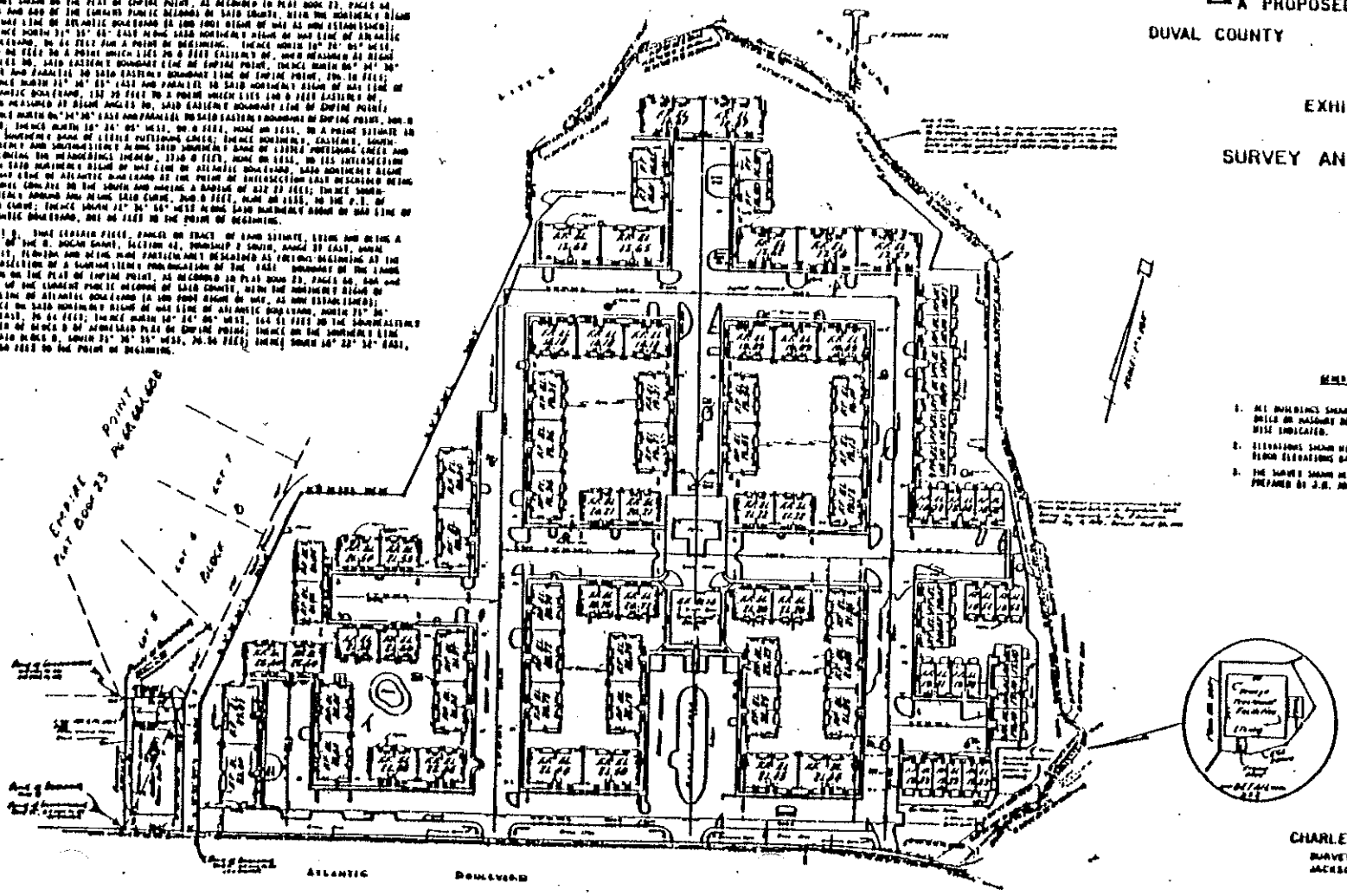
— A PROPOSED CONDOMINIUM —

DUVAL COUNTY FLORIDA

EXHIBIT "A"

SURVEY AND PLOT PLAN

VOL 5460 PG 1113 OFFICIAL RECORDS




PREPARED BY:
CHARLES BASSETT & ASSOCIATES, INC.
SURVEYORS - ENGINEERS - PLANNERS
JACKSONVILLE FLORIDA
AUGUST

SHEET 1 OF 22 SHEETS

# LEGAL DESCRIPTION

THAT CERTAIN PIECES, PARCELS OR TRACTS OF LAND, SITUATE, LYING AND BEING IN THE CITY OF JACKSONVILLE, COUNTY OF DUVAL AND STATE OF FLORIDA, KNOWN AND DESCRIBED AS:

TRACT A: THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING A PART OF THE R. HOGAN GRANT, SECTION 42, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF A SOUTHWESTERLY PROLONGATION OF THE EASTERLY BOUNDARY OF THE LANDS SHOWN ON THE PLAT OF EMPIRE POINT, AS RECORDED IN PLAT BOOK 23, PAGES 68, 68A AND 68B OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, WITH THE NORTHERLY RIGHT OF WAY LINE OF ATLANTIC BOULEVARD (A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 71° 35' 55" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF ATLANTIC BOULEVARD, 96.64 FEET FOR A POINT OF BEGINNING: THENCE NORTH 18° 24' 05" WEST, 160.08 FEET TO A POINT WHICH LIES 20.0 FEET EASTERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, SAID EASTERLY BOUNDARY LINE OF EMPIRE POINT; THENCE NORTH 06° 34' 38" EAST AND PARALLEL TO SAID EASTERLY BOUNDARY LINE OF EMPIRE POINT, 295.18 FEET; THENCE NORTH 71° 35' 55" EAST AND PARALLEL TO SAID NORTHERLY RIGHT OF WAY LINE OF ATLANTIC BOULEVARD, 132.39 FEET TO A POINT WHICH LIES 140.0 FEET EASTERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, SAID EASTERLY BOUNDARY LINE OF EMPIRE POINT; THENCE NORTH 06°34'38" EAST AND PARALLEL TO SAID EASTERLY BOUNDARY OF EMPIRE POINT, 380.0 FEET; THENCE NORTH 18° 24' 05" WEST, 90.0 FEET, MORE OR LESS, TO A POINT SITUATE IN THE SOUTHERLY BANK OF LITTLE POTTSBURG CREEK; THENCE NORTHERLY, EASTERLY, SOUTHEASTERLY AND SOUTHWESTERLY ALONG SAID SOUTHERLY BANK OF LITTLE POTTSBURG CREEK AND FOLLOWING THE MEANDERINGS THEREOF, 1710.0 FEET, MORE OR LESS, TO ITS INTERSECTION WITH SAID NORTHERLY RIGHT OF WAY LINE OF ATLANTIC BOULEVARD, SAID NORTHERLY RIGHT OF WAY LINE OF ATLANTIC BOULEVARD AT THE POINT OF INTERSECTION LAST DESCRIBED BEING A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 822.27 FEET; THENCE SOUTHWESTERLY AROUND AND ALONG SAID CURVE, 200.0 FEET, MORE OR LESS, TO THE P.T. OF SAID CURVE; THENCE SOUTH 71° 35' 55" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF ATLANTIC BOULEVARD, 801.86 FEET TO THE POINT OF BEGINNING.

TRACT B: THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING A PART OF THE R. HOGAN GRANT, SECTION 42, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A SOUTHWESTERLY PROLONGATION OF THE EAST BOUNDARY OF THE LANDS SHOWN ON THE PLAT OF EMPIRE POINT, AS RECORDED IN PLAT BOOK 23, PAGES 68, 68A and 68B, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, WITH THE NORTHERLY RIGHT OF WAY LINE OF ATLANTIC BOULEVARD (A 100 FOOT RIGHT OF WAY, AS NOW ESTABLISHED); THENCE ON SAID NORTHERLY RIGHT OF WAY LINE OF ATLANTIC BOULEVARD, NORTH 71° 35' 55" EAST, 76.64 FEET; THENCE NORTH 18° 24' 05" WEST, 164.51 FEET TO THE SOUTHEASTERLY CORNER OF BLOCK B OF AFORESAID PLAT OF EMPIRE POINT; THENCE ON THE SOUTHERLY LINE OF SAID BLOCK B, SOUTH 71° 35' 55" WEST, 76.55 FEET; THENCE SOUTH 18° 22' 12" EAST, 164.50 FEET TO THE POINT OF BEGINNING.

# COLONIAL POINT

— A PROPOSED CONDOMINIUM —

DUVAL COUNTY FLORIDA

EXHIBIT "A"

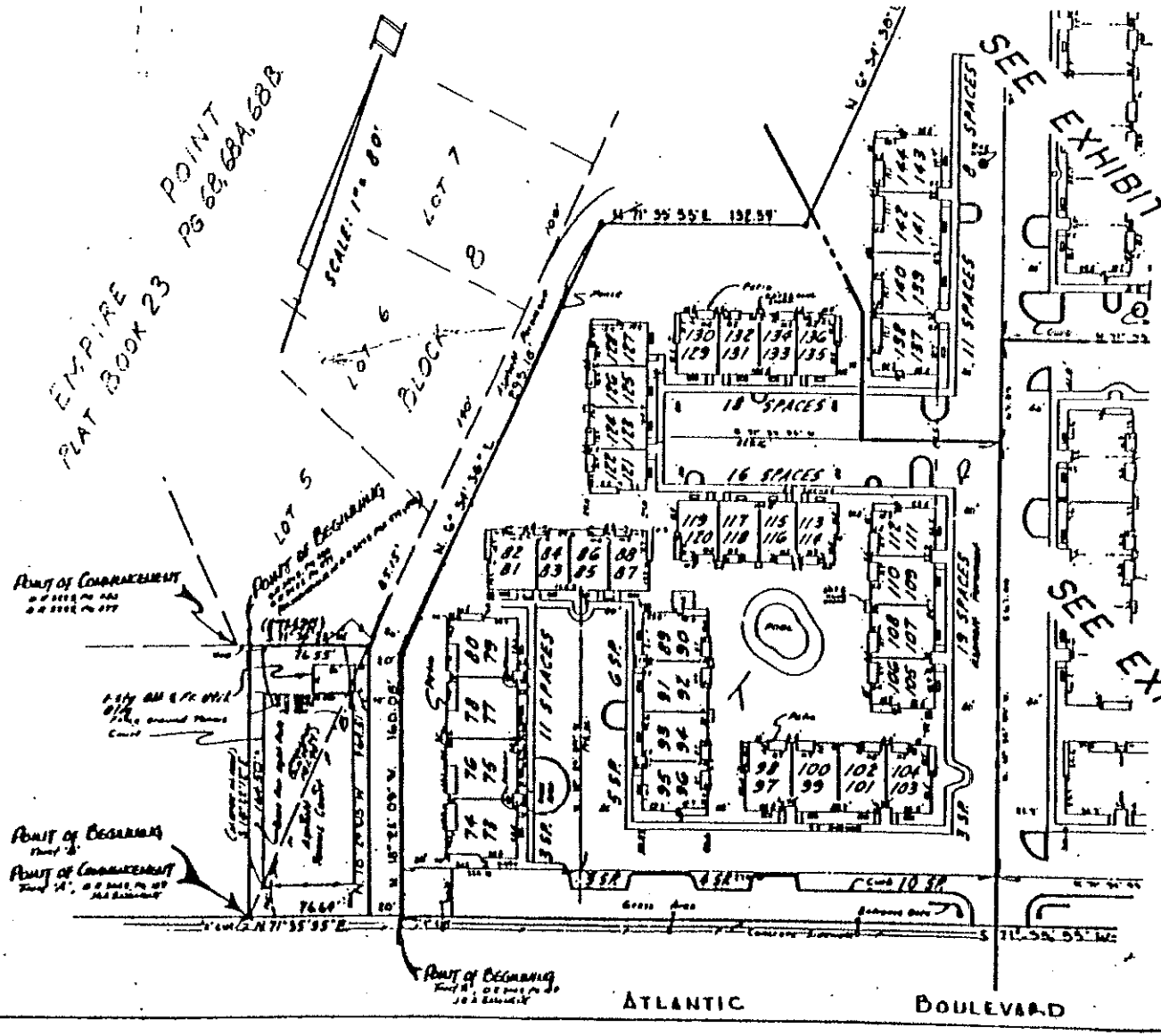
SURVEY AND PLOT PLAN

(LEGAL DESCRIPTION)

OFFICIAL RECORDS VOL 5468 PG 1114

PREPARED BY:
CHARLES BASSETT & ASSOCIATES, INC.
SURVEYORS - ENGINEERS - LAND PLANNERS
JACKSONVILLE FLORIDA

AUGUST




# COLONIAL POINT

— A PROPOSED CONDOMINIUM —

DUVAL COUNTY FLORIDA

EXHIBIT "A-1"

SURVEY AND PLOT PLAN

VOL 5468 PG 1115 OFFICIAL RECORDS

## GENERAL NOTES

1. ALL BUILDINGS SHOWN HEREON ARE EXISTING TWO-STORY BRICK OR MASONRY RESIDENTIAL BUILDINGS UNLESS OTHERWISE INDICATED.
2. NUMBERS SHOWN IN BUILDINGS DESIGNATE THE LOCATION AND UNIT NUMBERS FOR EACH RESIDENCE WITH ODD NUMBERS DESIGNATING A LOWER UNIT AND EVEN NUMBERS DESIGNATING AN UPPER UNIT.

PREPARED BY:
CHARLES BASSETT & ASSOCIATES, INC
SURVEYORS - ENGINEERS - LAND PLANNERS
JACKSONVILLE FLORIDA

AUGUST 1981

# COLONIAL POINT

— A PROPOSED CONDOMINIUM —

DUVAL COUNTY FLORIDA

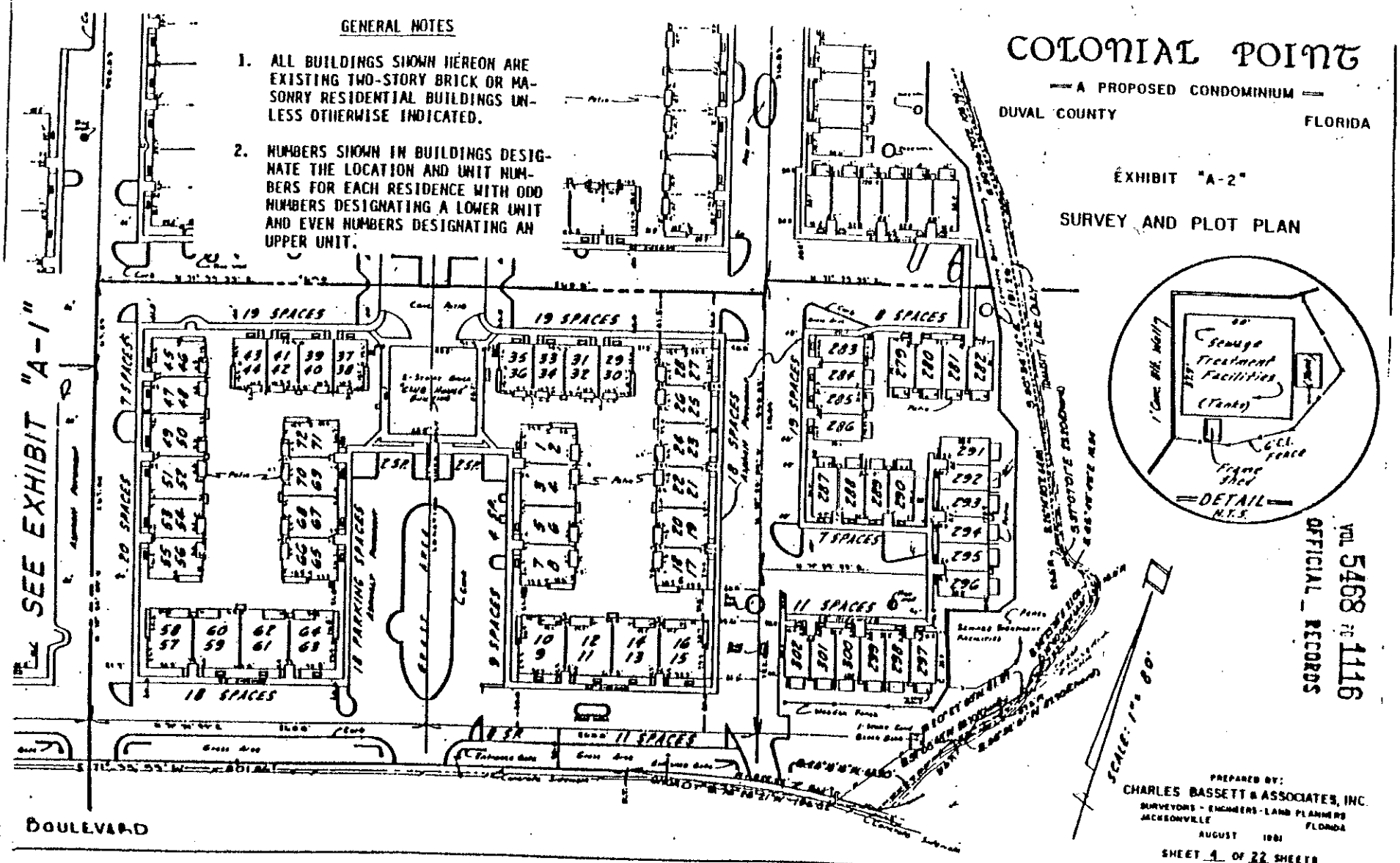
EXHIBIT "A-2"

SURVEY AND PLOT PLAN

GENERAL NOTES

1. ALL BUILDINGS SHOWN HEREON ARE EXISTING TWO-STORY BRICK OR MASONRY RESIDENTIAL BUILDINGS UNLESS OTHERWISE INDICATED.

2. NUMBERS SHOWN IN BUILDINGS DESIGNATE THE LOCATION AND UNIT NUMBERS FOR EACH RESIDENCE WITH ODD NUMBERS DESIGNATING A LOWER UNIT AND EVEN NUMBERS DESIGNATING AN UPPER UNIT.




PREPARED BY:
CHARLES BASSETT & ASSOCIATES, INC.
SURVEYORS - ENGINEERS - LAND PLANNERS
JACKSONVILLE FLORIDA

AUGUST 1981

SHEET 1 OF 22 SHEETS

VOL 5468 PG 1116 OFFICIAL RECORDS

# COLONIAL POINT

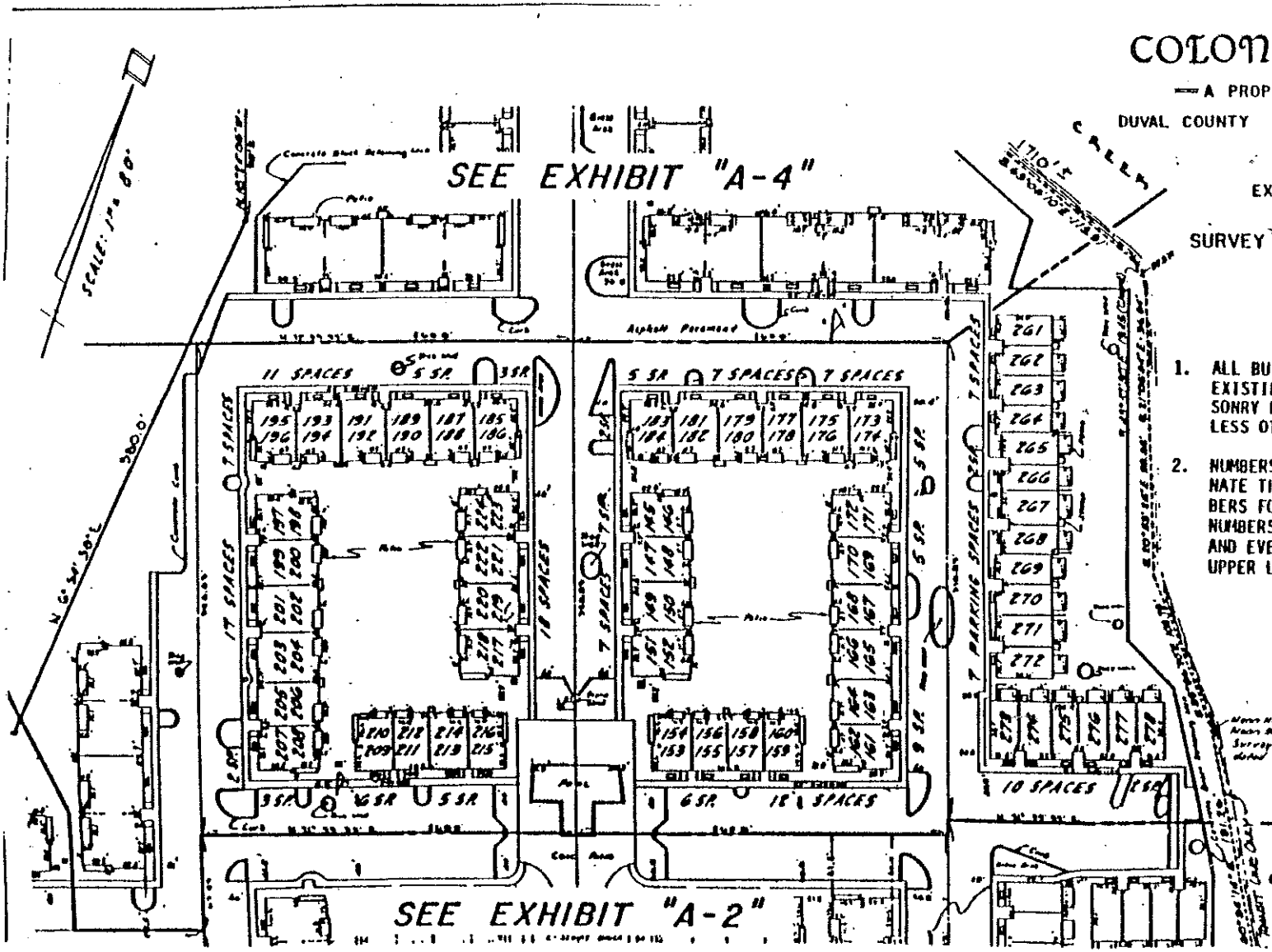
— A PROPOSED CONDOMINIUM —

DUVAL COUNTY FLORIDA

VOL 5468 PG 1117 OFFICIAL RECORDS

EXHIBIT "A-3"

SURVEY AND PLOT PLAN




## GENERAL NOTES

1. ALL BUILDINGS SHOWN HEREON ARE EXISTING TWO-STORY BRICK OR MASONRY RESIDENTIAL BUILDINGS UNLESS OTHERWISE INDICATED.

2. NUMBERS SHOWN IN BUILDINGS DESIGNATE THE LOCATION AND UNIT NUMBERS FOR EACH RESIDENCE WITH ODD NUMBERS DESIGNATING A LOWER UNIT AND EVEN NUMBERS DESIGNATING AN UPPER UNIT.

Mean High Water Line as determined by Elev. 1.6' Mean Sea Level Datum in Accordance with Survey by Marsh, J. Ray & Associates dated Aug. 8, 1980, Revised Sept. 20, 1977

PREPARED BY:
CHARLES BASSETT & ASSOCIATES, INC.
SURVEYORS - ENGINEERS - LAND PLANNERS
JACKSONVILLE FLORIDA

AUGUST 1981

# COLONIAL POINTE

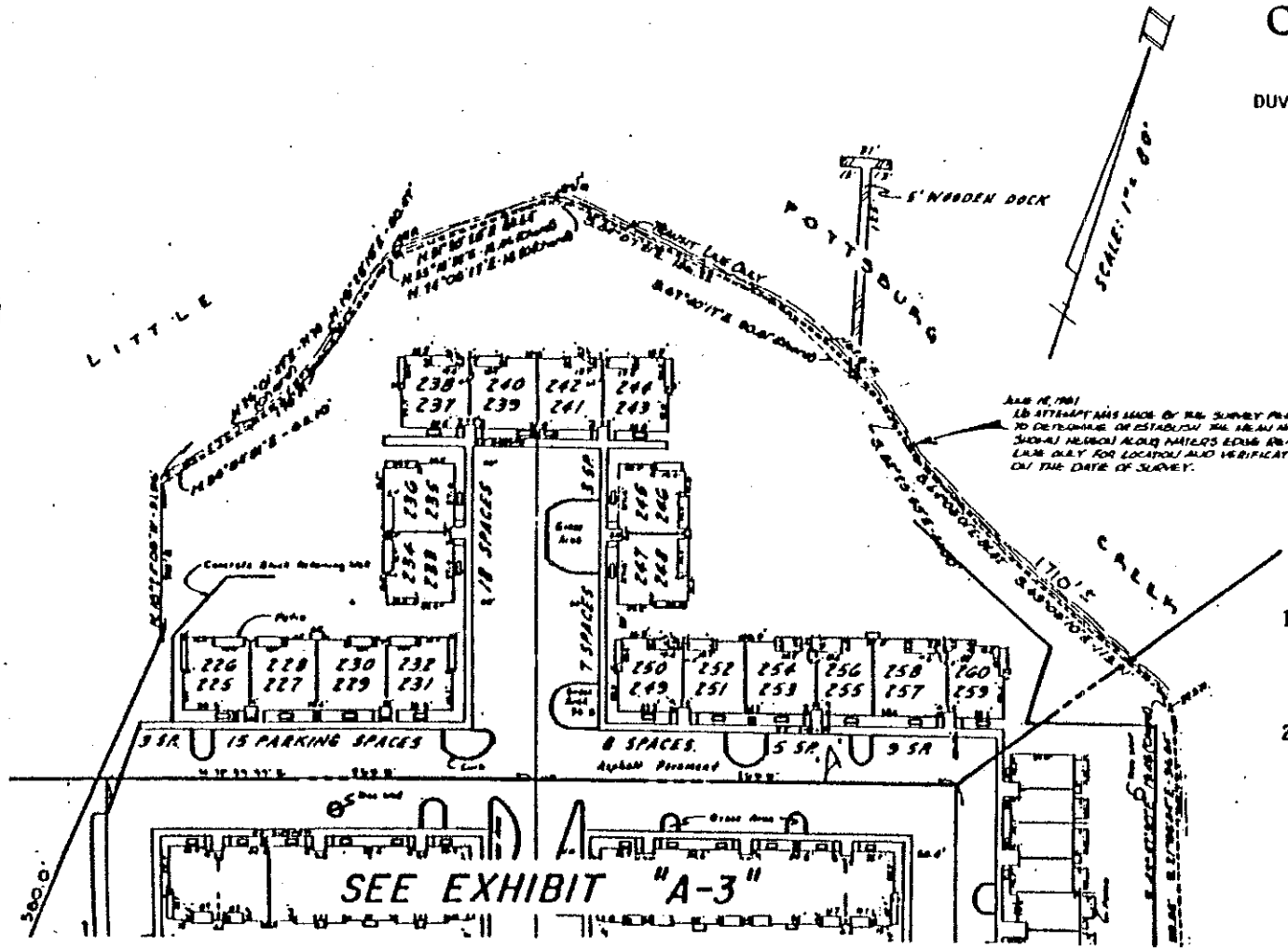
— A PROPOSED CONDOMINIUM —

DUVAL COUNTY FLORIDA

EXHIBIT "A-4"

SURVEY AND PLOT PLAN

VOL 5468 PG 1118 OFFICIAL RECORDS




GENERAL NOTES

1. ALL BUILDINGS SHOWN HEREON ARE EXISTING TWO-STORY BRICK OR MASONRY RESIDENTIAL BUILDINGS UNLESS OTHERWISE INDICATED.

2. NUMBERS SHOWN IN BUILDINGS DESIGNATE THE LOCATION AND UNIT NUMBERS FOR EACH RESIDENCE WITH ODD NUMBERS DESIGNATING A LOWER UNIT AND EVEN NUMBERS DESIGNATING AN UPPER UNIT.

PREPARED BY:
CHARLES BASSETT & ASSOCIATES, INC.
SURVEYORS - ENGINEERS - LAND PLANNERS
JACKSONVILLE FLORIDA

AUGUST 1981

SHEET 6 OF 22 SHEETS

# COLONIAL POINT

— A PROPOSED CONDOMINIUM —

DUVAL COUNTY FLORIDA

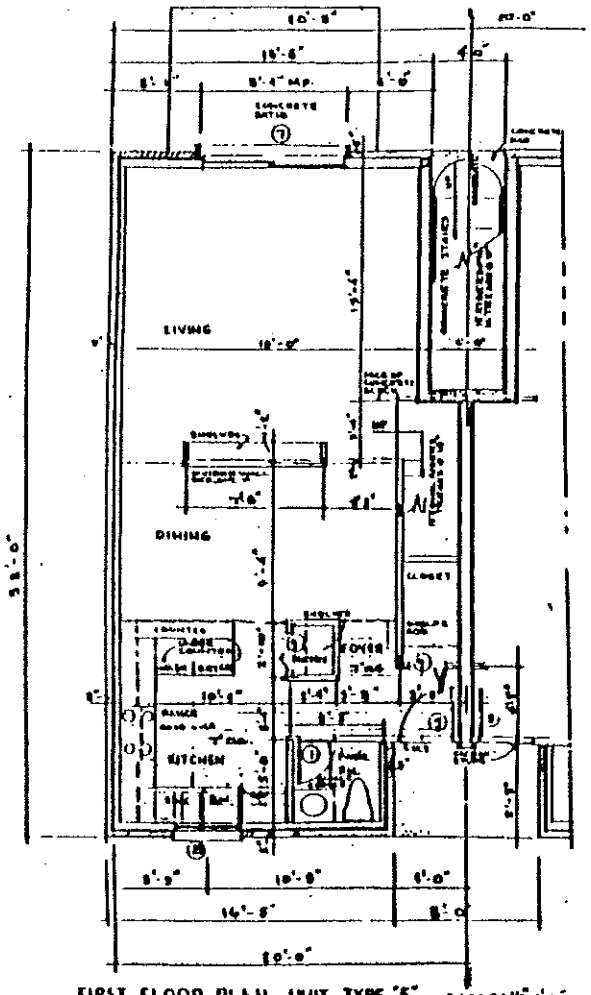
EXHIBIT "B-1"

FLOOR PLAN – 2 BR.-1½ BA. TOWNHOUSE

TYPICAL FOR FOLLOWING UNITS:

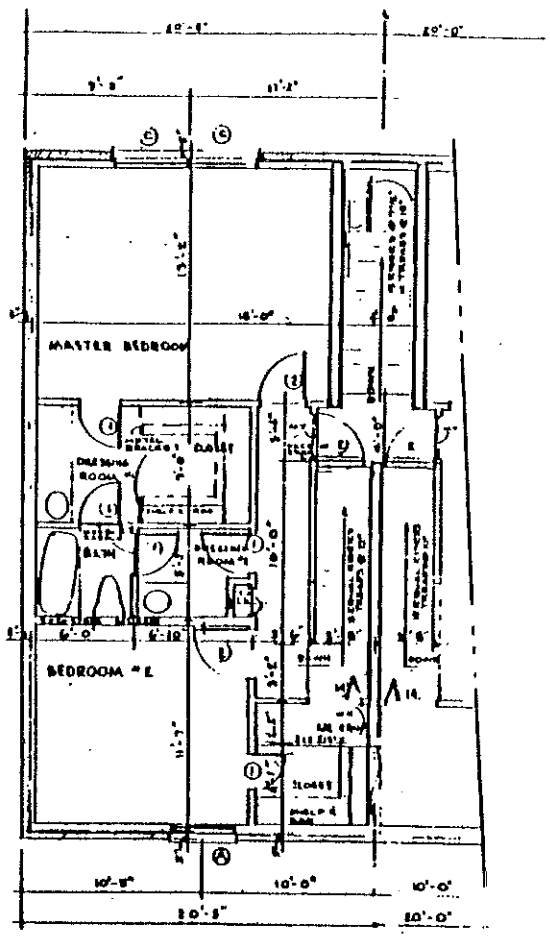
303, 304, 306, 306, 307, 308, 309, 310

VOL 5468 PG 1119
OFFICIAL RECORDS




FIRST FLOOR PLAN UNIT TYPE "F" SCALE: 1/8"=1'-0"
TOWNHOUSE

APPROX. 655 SF




SECOND FLOOR PLAN UNIT TYPE "F" SCALE: 1/8"=1'-0"
TOWNHOUSE

APPROX. 665 SF

GENERAL NOTES

1. THE BOUNDARIES OF EACH UNIT SHALL BE DETERMINED AS FOLLOWS.
   (a) THE UPPER HORIZONTAL BOUNDARY SHALL BE THE LOWER SURFACE OF THE UNFINISHED CEILING.
   (b) THE LOWER HORIZONTAL BOUNDARY SHALL BE THE PLANE OF THE UPPER SURFACE OF THE UNFINISHED FLOOR.
   (c) THE VERTICAL BOUNDARIES SHALL BE:
      (i) EXTERIOR BUILDING WALLS - THE UNFINISHED INSIDE WALL SURFACE OF THE UNIT BUILDING, EXCEPT THAT WHERE THERE IS ATTACHED TO THE BUILDING A BALCONY, PATIO, SCREENED PORCH, STAIRWAY, OR OTHER PORTION OF THE BUILDING SERVING ONLY THE UNIT BEING BOUNDED, THE BOUNDARY SHALL BE DEEMED TO INCLUDE ALL OF SUCH STRUCTURE.
      (ii) INTERIOR BUILDING WALLS - THE UNFINISHED INSIDE WALL SURFACE OF THE UNIT.
2. THE DIMENSIONS SHOWN HEREON ARE SUBJECT TO MINOR VARIATIONS WHICH MAY HAVE OCCURRED DURING CONSTRUCTION.
3. THE ARCHITECTURAL PLANS SHOWN HEREIN HAVE BEEN COMPILED FROM DRAWINGS PREPARED BY DEWITT BAKER MACLEAN/ARCHITECT.

PREPARED BY:
CHARLES BASSETT & ASSOCIATES, INC.
SURVEYORS - ENGINEERS - LAND PLANNERS
JACKSONVILLE FLORIDA
AUGUST 1981

SHEET 7 OF 22 SHEETS

# COLONIAL POINT

— A PROPOSED CONDOMINIUM —

DUVAL COUNTY FLORIDA

EXHIBIT "B-2"

FLOOR PLAN – 2 BR. 2½ BA. TOWNHOUSE

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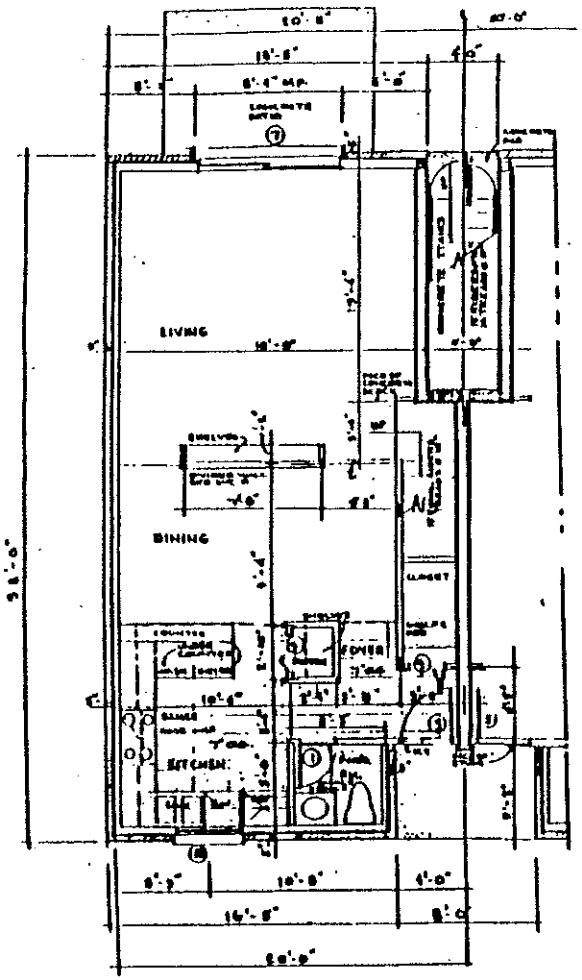
OFFICIAL RECORDS

TYPICAL FOR FOLLOWING UNITS:

261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272
273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284
285, 286, 287, 288, 289, 290, 300, 301, 302

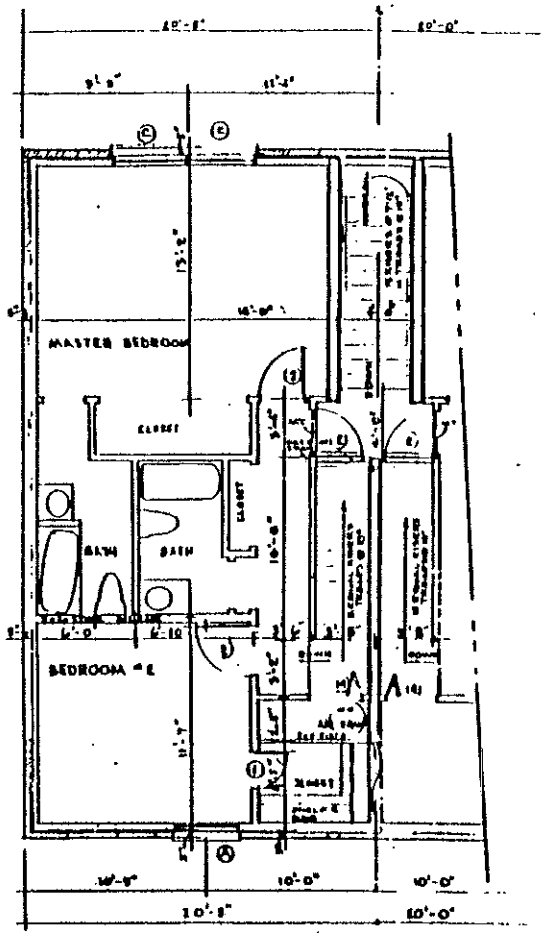
GENERAL NOTES

1. THE BOUNDARIES OF EACH UNIT SHALL BE DETERMINED AS FOLLOWS:
   (a) THE UPPER HORIZONTAL BOUNDARY SHALL BE THE LOWER SURFACE OF THE UNFINISHED CEILING.
   (b) THE LOWER HORIZONTAL BOUNDARY SHALL BE THE PLANE OF THE UPPER SURFACE OF THE UNFINISHED FLOOR.
   (c) THE VERTICAL BOUNDARIES SHALL BE:
      (i) EXTERIOR BUILDING WALLS - THE UNFINISHED INSIDE WALL SURFACE OF THE UNIT BUILDING, EXCEPT THAT WHERE THERE IS ATTACHED TO THE BUILDING A BALCONY, PATIO, SCREENED PORCH, STAIRWAY, OR OTHER PORTION OF THE BUILDING SERVING ONLY THE UNIT BEING BOUNDED, THE BOUNDARY SHALL BE DEEMED TO INCLUDE ALL OF SUCH STRUCTURE.
      (ii) INTERIOR BUILDING WALLS - THE UNFINISHED INSIDE WALL SURFACE OF THE UNIT.
2. THE DIMENSIONS SHOWN HEREON ARE SUBJECT TO NORMAL VARIATIONS WHICH MAY HAVE OCCURRED DURING CONSTRUCTION.
3. THE ARCHITECTURAL PLANS SHOWN HEREIN HAVE BEEN COMPILED FROM DRAWINGS PREPARED BY DEWITT ROWER MACKEY/ARCHITECT.




FIRST FLOOR PLAN UNIT TYPE "F" SCALE: 1/8" = 1'-0"
TOWNHOUSE

APPROX. 665 SF



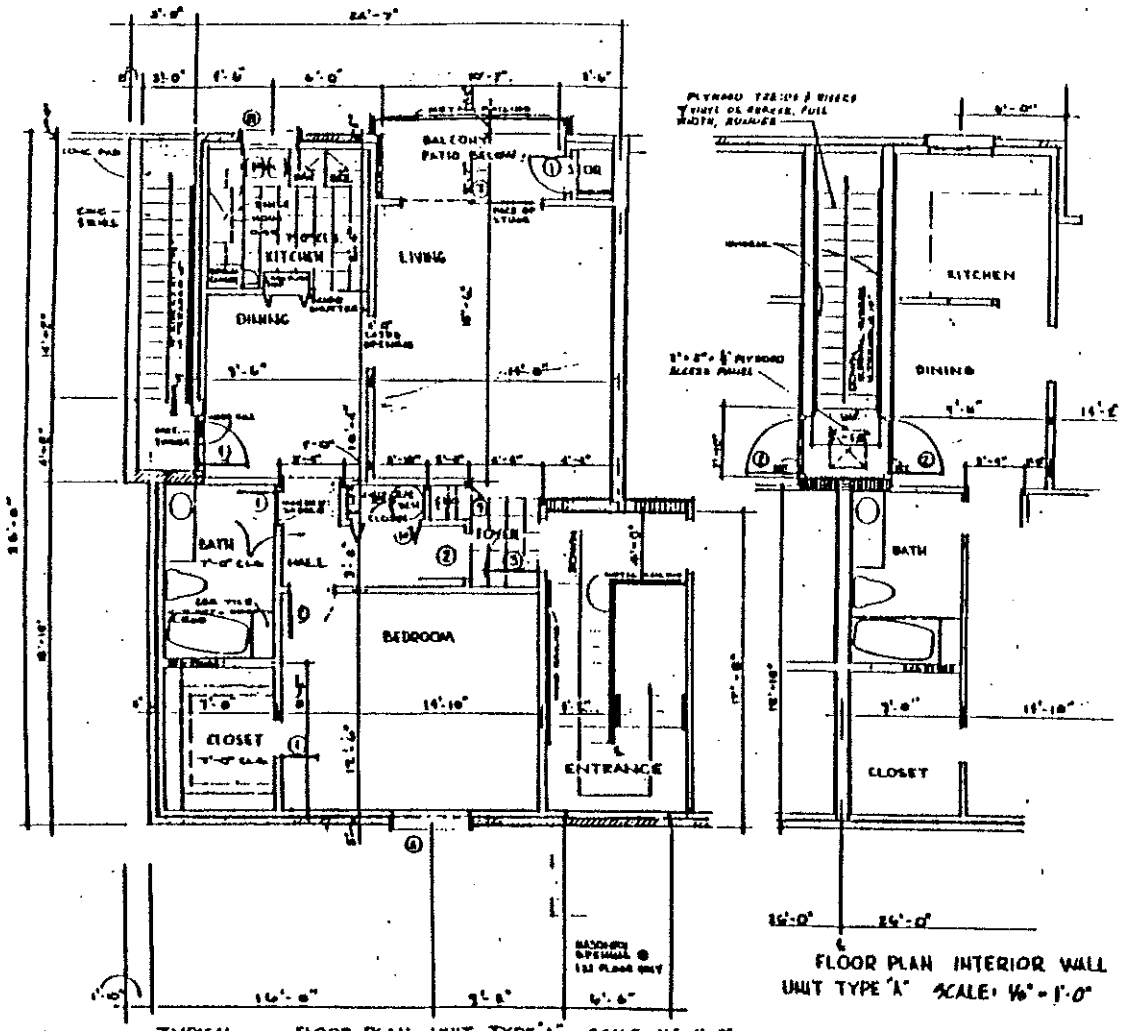

SECOND FLOOR PLAN UNIT TYPE "F" SCALE: 1/8" = 1'-0"
TOWNHOUSE

APPROX. 669 SF

PREPARED BY:
CHARLES BASSETT & ASSOCIATES, INC
SURVEYORS - ENGINEERS - LAND PLANNERS
JACKSONVILLE FLORIDA

AUGUST 1981

SHEET 8 OF 22 SHEETS




TYPICAL FLOOR PLAN UNIT TYPE "A" SCALE: 1/8" = 1'-0"

APPROX. 830 S.F.

FLOOR PLAN INTERIOR WALL UNIT TYPE "A" SCALE: 1/8" = 1'-0"

# COLONIAL POINTE

A PROPOSED CONDOMINIUM

DUVAL COUNTY FLORIDA

EXHIBIT "B-3"

## FLOOR PLAN – 1BR.-1BA. FLAT

TYPICAL FOR FOLLOWING UNITS:

29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 153, 154, 155, 156, 157, 158, 159, 160, 209, 210, 211, 212, 213, 214, 215, 216

### GENERAL NOTES

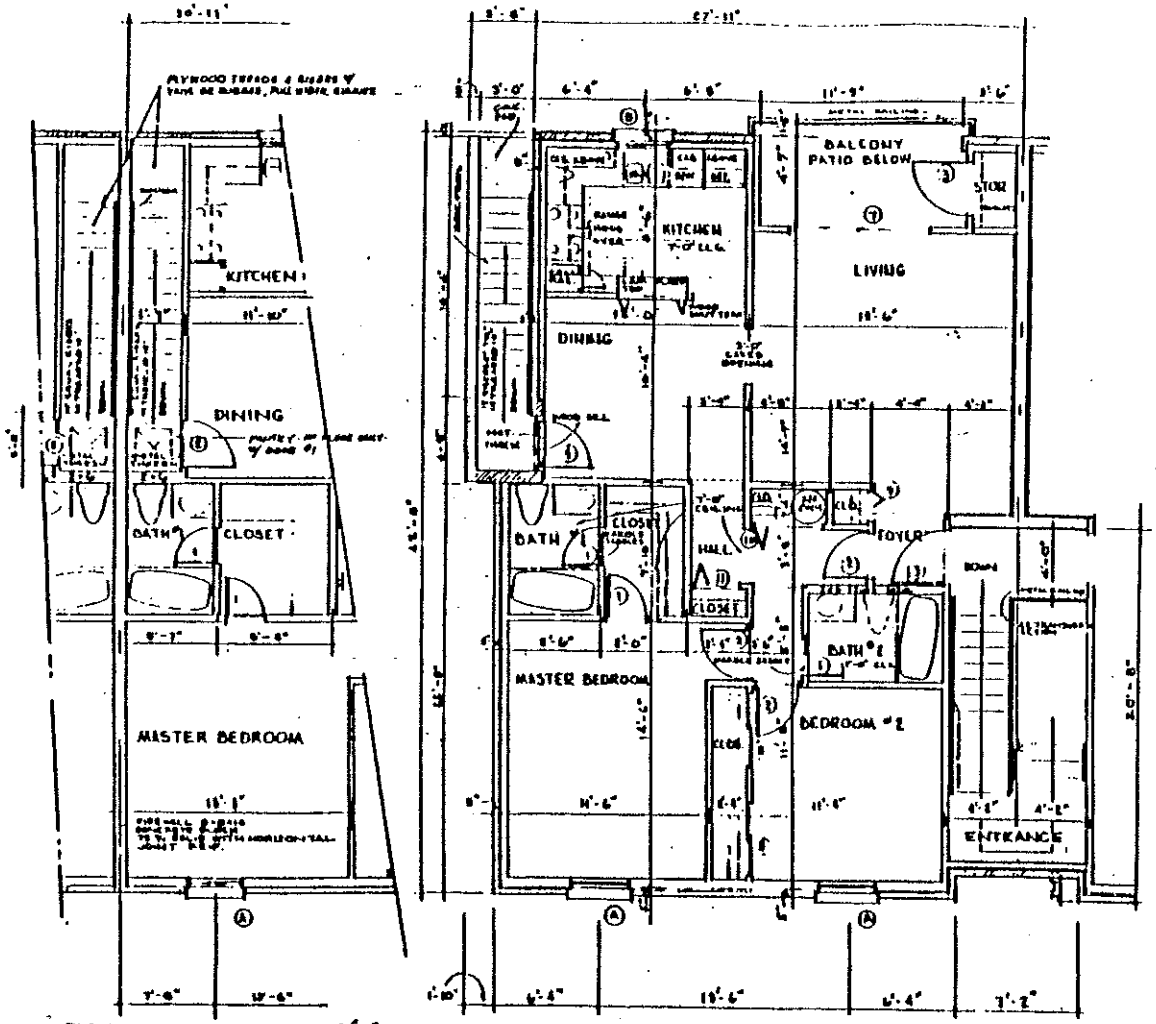
1. THE BOUNDARIES OF EACH UNIT SHALL BE DETERMINED AS FOLLOWS:
   (a) THE UPPER HORIZONTAL BOUNDARY SHALL BE THE LOWER SURFACE OF THE UNFINISHED CEILING.
   (b) THE LOWER HORIZONTAL BOUNDARY SHALL BE THE PLANE OF THE UPPER SURFACE OF THE UNFINISHED FLOOR.
   (c) THE VERTICAL BOUNDARIES SHALL BE:
      (i) EXTERIOR BUILDING WALLS - THE UNFINISHED INSIDE WALL SURFACE OF THE UNIT BUILDING, EXCEPT THAT WHERE FALSE IS ATTACHED TO THE BUILDING A BALCONY, PATIO, SCREENED PORCH, SEATWALL, OR OTHER PORTION OF THE BUILDING SERVING ONLY THE UNIT BEING BOUNDED, THE BOUNDARY SHALL BE DEEMED TO INCLUDE ALL OF SUCH STRUCTURE.
      (ii) INTERIOR BUILDING WALLS - THE UNFINISHED INSIDE WALL SURFACE OF THE UNIT.
2. THE DIMENSIONS SHOWN HEREON ARE SUBJECT TO MINOR VARIATIONS WHICH MAY HAVE OCCURRED DURING CONSTRUCTION.
3. THE ARCHITECTURAL PLANS SHOWN HEREON HAVE BEEN COMPILED FROM DRAWINGS PREPARED BY DEWITT DRAUGHON MACLEAN/ARCHITECTS.

PREPARED BY:
CHARLES BASSETT & ASSOCIATES, INC.
SURVEYORS - ENGINEERS - LAND PLANNERS
JACKSONVILLE FLORIDA

AUGUST 1981

SHEET 9 OF 22 SHEETS

VOL 5468 PG 1121 OFFICIAL RECORDS




PLAN @ FIREWALL UNIT TYPE "B"
SCALE: 1/8" = 1'-0"

TYPICAL FLOOR PLAN UNIT TYPE "B" SCALE: 1/8" = 1'-0"

APPROX. 1150 SF

# COLONIAL POINT

— A PROPOSED CONDOMINIUM —

DUVAL COUNTY FLORIDA

EXHIBIT "B-4"

FLOOR PLAN — 2BR.-2BA. FLAT

TYPICAL FOR FOLLOWING UNITS:

1, 2, 3, 4, 5, 6, 7, 8, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214

OFFICIAL RECORDS VOL 5408 PG 1122

GENERAL NOTES

1. THE BOUNDARIES OF EACH UNIT SHALL BE DETERMINED AS FOLLOWS:
   (a) THE UPPER HORIZONTAL BOUNDARY SHALL BE THE LOWER SURFACE OF THE UNFINISHED CEILING.
   (b) THE LOWER HORIZONTAL BOUNDARY SHALL BE THE PLANE OF THE UPPER SURFACE OF THE UNFINISHED FLOOR.
   (c) THE VERTICAL BOUNDARIES SHALL BE:
      (i) EXTERIOR BUILDING WALLS - THE UNFINISHED INSIDE WALL SURFACE OF THE UNIT BUILDING, EXCEPT THAT WHERE THERE IS ATTACHED TO THE BUILDING A BALCONY, PATIO, SCREENED PORCH, STAIRWAY, OR OTHER PORTION OF THE BUILDING SERVING ONLY THE UNIT BEING BOUNDED, THE BOUNDARY SHALL BE DEEMED TO INCLUDE ALL OF SUCH STRUCTURE.
      (ii) INTERIOR BUILDING WALLS - THE UNFINISHED INSIDE WALL SURFACE OF THE UNIT.
2. THE DIMENSIONS SHOWN HEREON ARE SUBJECT TO NORMAL VARIATIONS WHICH MAY HAVE OCCURRED DURING CONSTRUCTION.
3. THE ARCHITECTURAL PLANS SHOWN HEREIN HAVE BEEN COMPILED FROM DRAWINGS PREPARED BY DEVITT DAVIS MACKENZIE/ARCHITECT.

PREPARED BY:
CHARLES BASSETT & ASSOCIATES, INC.
SURVEYORS - ENGINEERS - LAND PLANNERS
JACKSONVILLE FLORIDA
AUGUST 1981

SHEET 10 OF 22 SHEETS

# COLONIAL POINT

— A PROPOSED CONDOMINIUM —

DUVAL COUNTY FLORIDA

EXHIBIT "B-5"

FLOOR PLAN – 2 BR./DEN – 2 BA. FLAT

TYPICAL FOR FOLLOWING UNITS:

8, 10, 11, 12, 13, 14, 15, 16, 56, 57, 58, 59, 60, 61, 62, 63, 72, 73, 74, 75, 76, 77, 78, 79, 80, 137, 138, 139, 140, 141, 142, 143, 144

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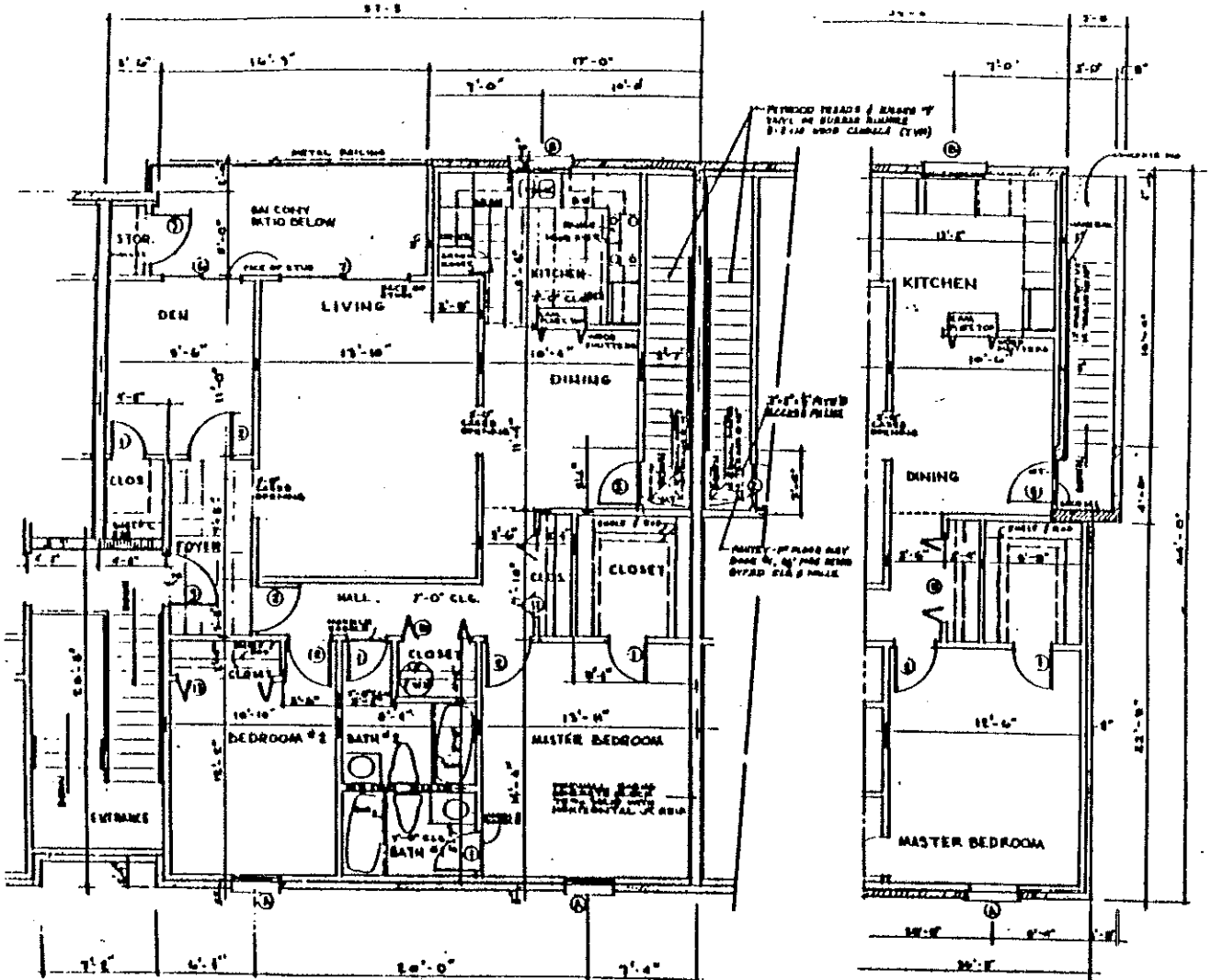
GENERAL NOTES

1. THE BOUNDARIES OF EACH UNIT SHALL BE DETERMINED AS FOLLOWS:
   (a) THE UPPER HORIZONTAL BOUNDARY SHALL BE THE LOWER SURFACE OF THE UNFINISHED CEILING.
   (b) THE LOWER HORIZONTAL BOUNDARY SHALL BE THE PLANE OF THE UPPER SURFACE OF THE UNFINISHED FLOOR.
   (c) THE VERTICAL BOUNDARIES SHALL BE:
      (i) EXTERIOR BUILDING WALLS - THE UNFINISHED INSIDE WALL SURFACE OF THE UNIT BUILDING, EXCEPT THAT WHERE THERE IS ATTACHED TO THE BUILDING A BALCONY, PATIO, SCREENED PORCH, STEPHAT, OR OTHER PORTION OF THE BUILDING SERVING ONLY THE UNIT BEING BOUNDED, THE BOUNDARY SHALL BE DEEMED TO INCLUDE ALL OF SUCH STRUCTURE.
      (ii) INTERIOR BUILDING WALLS - THE UNFINISHED INSIDE WALL SURFACE OF THE UNIT.
2. THE DIMENSIONS SHOWN HEREON ARE SUBJECT TO NORMAL VARIATIONS WHICH MAY HAVE OCCURRED DURING CONSTRUCTION.
3. THE ARCHITECTURAL PLANS SHOWN HEREON HAVE BEEN COMPILED FROM DRAWINGS PREPARED BY DEWITT DAVIS MACLEAN/ARCHITECT.



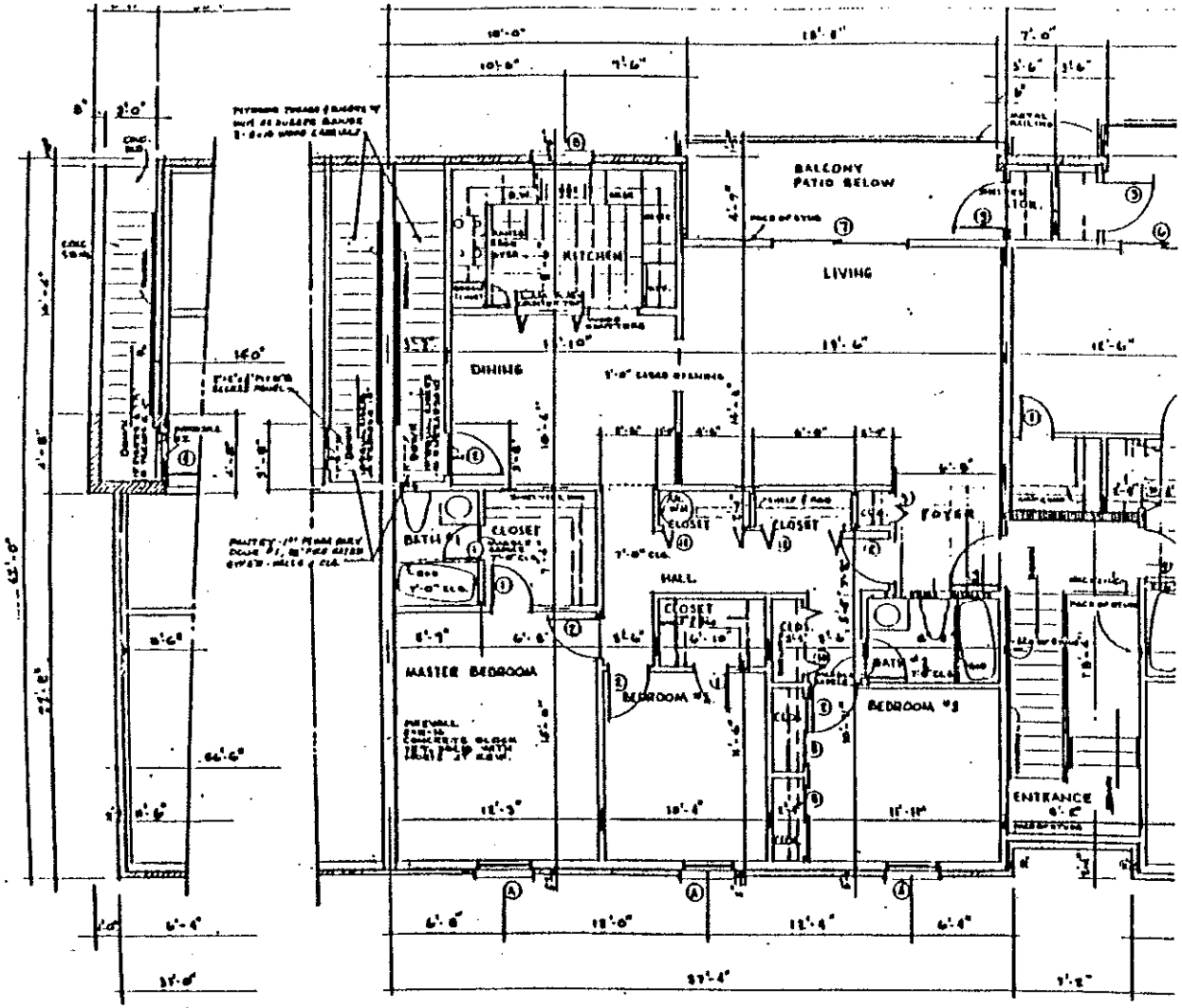

TYPICAL FLOOR PLAN INTERIOR WALL UNIT TYPE "C" SCALE: 1/8" = 1'-0"
APPROX. 1450 S.F.




FLOOR PLAN
END WALL UNIT TYPE "C"

PREPARED BY:
CHARLES BASSETT & ASSOCIATES, INC.
SURVEYORS - ENGINEERS - LAND PLANNERS
JACKSONVILLE FLORIDA

AUGUST 1981




END WALL UNIT TYPE "D" TYPICAL FLOOR PLAN INTERIOR UNIT TYPE "D" SCALE: 1/8" = 1'-0"

APPROX. 1510 S.F.

# COLONIAL POINT

— A PROPOSED CONDOMINIUM —

DUVAL COUNTY FLORIDA

## EXHIBIT "B-6"

## FLOOR PLAN — 3BR.-2BA. FLAT

TYPICAL FOR FOLLOWING UNITS:

227, 229, 229, 230, 233, 234, 239, 240, 243, 242, 245, 246, 251, 252, 253, 254, 259, 260

GENERAL NOTES

1. THE BOUNDARIES OF EACH UNIT SHALL BE DETERMINED AS FOLLOWS:
   (a) THE UPPER HORIZONTAL BOUNDARY SHALL BE THE LOWER SURFACE OF THE UNFINISHED CEILING.
   (b) THE LOWER HORIZONTAL BOUNDARY SHALL BE THE PLANE OF THE UPPER SURFACE OF THE UNFINISHED FLOOR.
   (c) THE VERTICAL BOUNDARIES SHALL BE:
      (I) EXTERIOR BUILDING WALLS - THE UNFINISHED INSIDE WALL SURFACE OF THE UNIT BUILDING, EXCEPT THAT WHERE THERE IS ATTACHED TO THE BUILDING A BALCONY, PATIO, SCREENED PORCH, STAIRWAY, OR OTHER PORTION OF THE BUILDING SERVING ONLY THE UNIT BEING BOUNDED, THE BOUNDARY SHALL BE DEEMED TO INCLUDE ALL OF SUCH STRUCTURE.
      (II) INTERIOR BUILDING WALLS - THE UNFINISHED INSIDE WALL SURFACE OF THE UNIT.
2. THE DIMENSIONS SHOWN HEREON ARE SUBJECT TO SLIGHT VARIATIONS WHICH MAY HAVE OCCURRED DURING CONSTRUCTION.
3. THE ARCHITECTURAL PLANS SHOWN HEREON HAVE BEEN COMPILED FROM DRAWINGS PREPARED BY DEWITT DRAKE MACLEAN/ARCHITECT.

PREPARED BY:
CHARLES BASSETT & ASSOCIATES, INC.
SURVEYORS - ENGINEERS - LAND PLANNERS
JACKSONVILLE FLORIDA
AUGUST 1981

SHEET 12 OF 22 SHEETS

VOL 5468 PG 1124 OFFICIAL RECORDS

# COLONIAL POINT

— A PROPOSED CONDOMINIUM —

DUVAL COUNTY FLORIDA

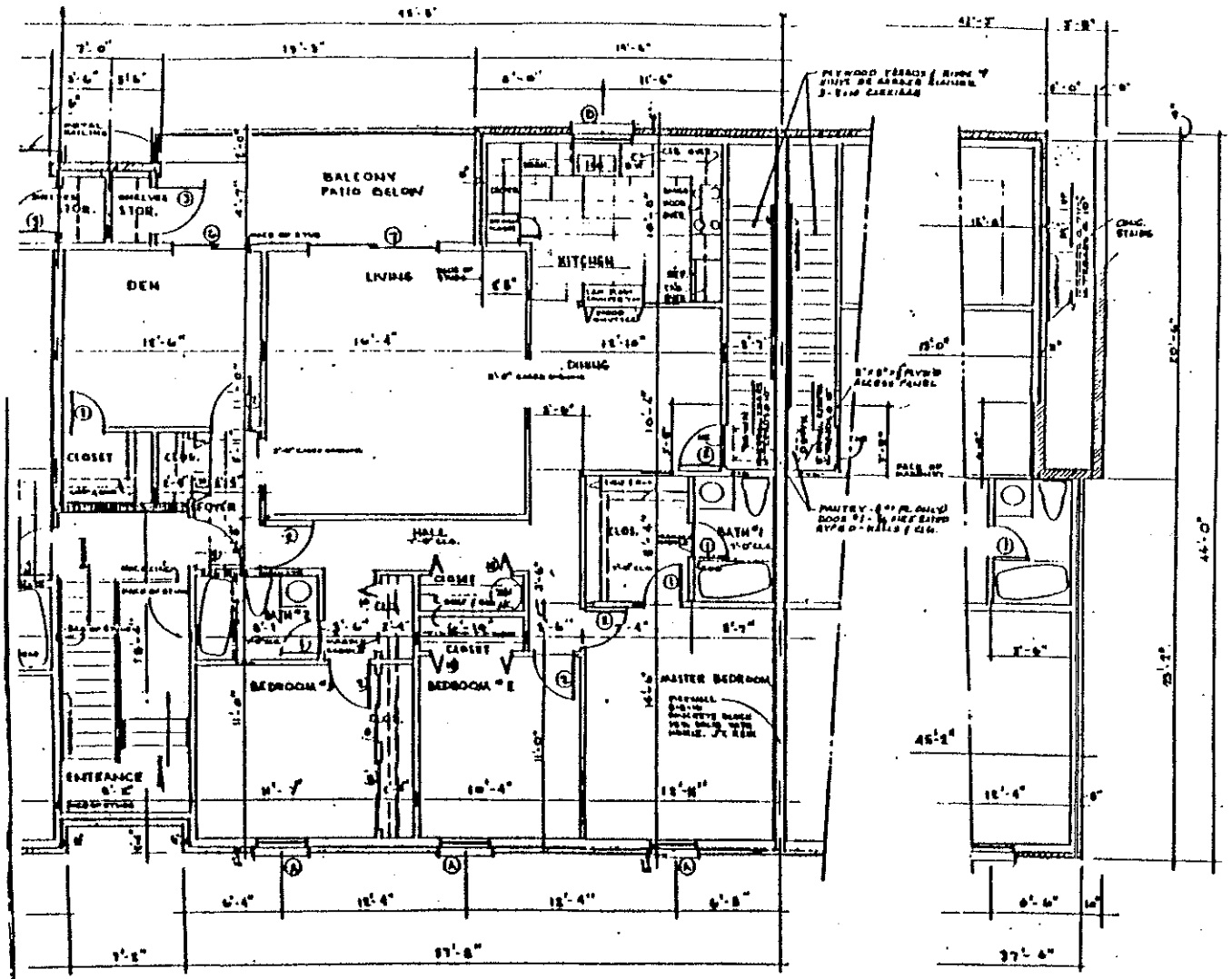
EXHIBIT "B-7"

FLOOR PLAN — 3BR./DEN - 2BA. FLAT

TYPICAL FOR FOLLOWING UNITS:

225, 230, 231, 232, 235, 236, 237, 238, 243, 244, 247, 248, 249, 250, 251, 256, 257, 258

vol 5403 pg 1125 OFFICIAL RECORDS




TYPICAL FLOOR PLAN INTERIOR UNIT TYPE "E" SCALE: 1/8" = 1'-0" END WALL UNIT TYPE "E"

APPROX. 1100 SF

GENERAL NOTES

1. THE BOUNDARIES OF EACH UNIT SHALL BE DETERMINED AS FOLLOWS:
   (a) THE UPPER HORIZONTAL BOUNDARY SHALL BE THE LOWER SURFACE OF THE UNFINISHED CEILING.
   (b) THE LOWER HORIZONTAL BOUNDARY SHALL BE THE PLANE OF THE UPPER SURFACE OF THE UNFINISHED FLOOR.
   (c) THE VERTICAL BOUNDARIES SHALL BE:
      (i) EXTERIOR BUILDING WALLS - THE UNFINISHED INSIDE WALL SURFACE OF THE UNIT BUILDING, EXCEPT THAT WHERE THERE IS ATTACHED TO THE BUILDING A BALCONY, PATIO, SCREENED PORCH, STAIRWAY, OR OTHER PORTION OF THE BUILDING SERVING ONLY THE UNIT BEING BOUNDED, THE BOUNDARY SHALL BE DEEMED TO INCLUDE ALL OF SUCH STRUCTURE.
      (ii) INTERIOR BUILDING WALLS - THE UNFINISHED INSIDE WALL SURFACE OF THE UNIT.
2. THE DIMENSIONS SHOWN HEREON ARE SUBJECT TO SLIGHT VARIATIONS WHICH MAY HAVE OCCURRED DURING CONSTRUCTION.
3. THE ARCHITECTURAL PLANS SHOWN HEREIN HAVE BEEN CONDENSED FROM DRAWINGS PREPARED BY DENITE BRUCE MACLEAN/ARCHITECT.

PREPARED BY:
CHARLES BASSETT & ASSOCIATES, INC.
SURVEYORS - ENGINEERS - LAND PLANNERS
JACKSONVILLE FLORIDA

AUGUST 1981

# COLONIAL POINT

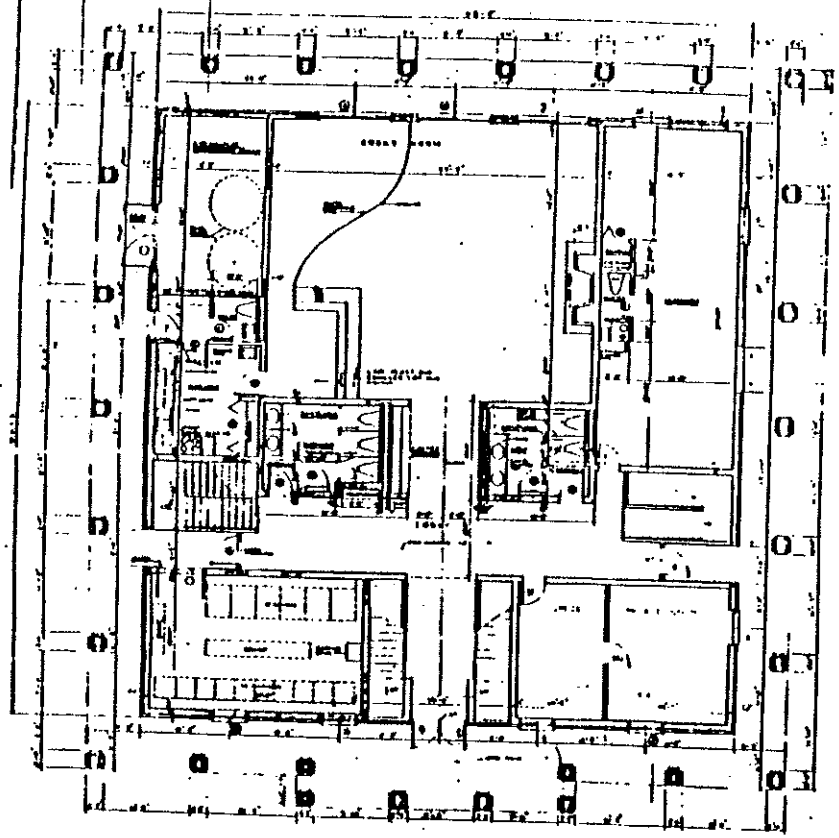
— A PROPOSED CONDOMINIUM —

DUVAL COUNTY FLORIDA

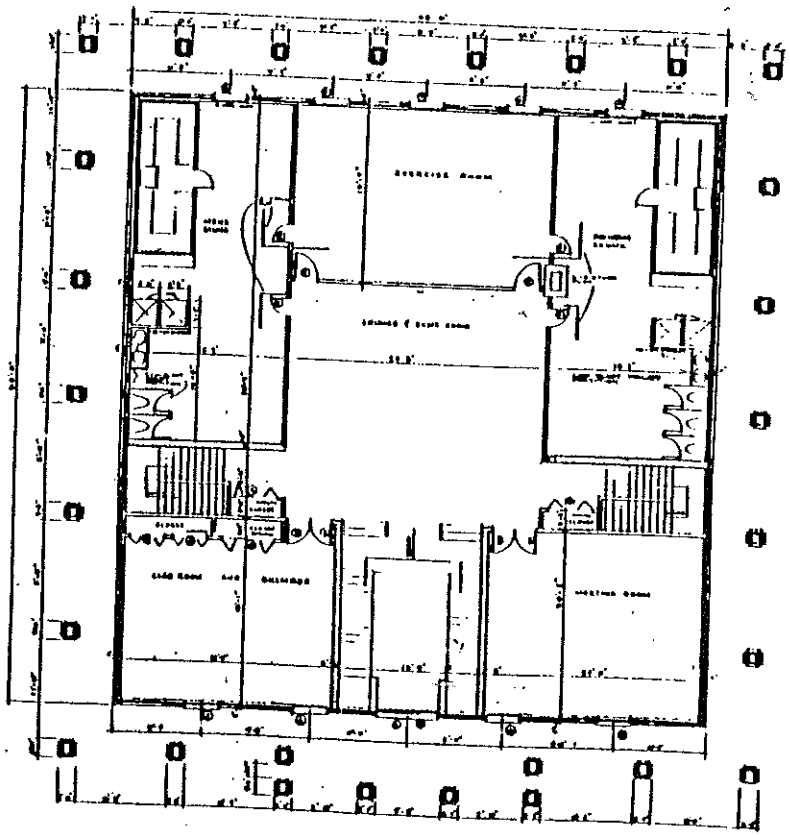
EXHIBIT "B-8"

FLOOR PLAN
CLUB BUILDING

OFFICIAL RECORDS
BK 5468 PG 1126



FIRST FLOOR PLAN
SCALE: 1/8"=2'-0"



SECOND FLOOR PLAN
SCALE: 1/8"=2'-0"

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JACKSONVILLE FLORIDA

AUGUST 1981

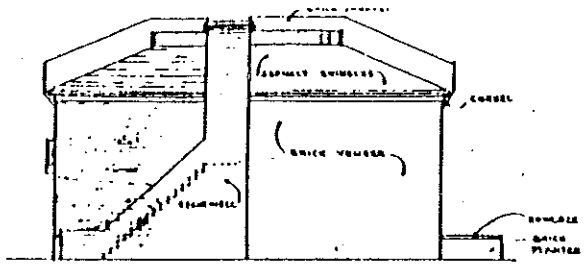
# COLONIAL POINTE

— A PROPOSED CONDOMINIUM —

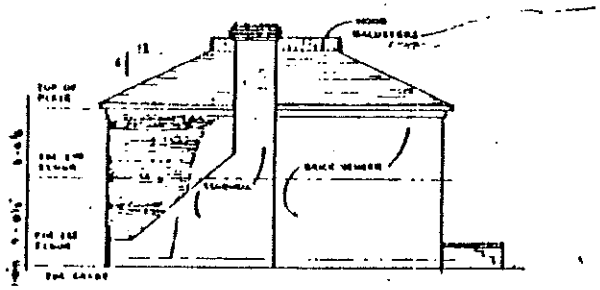
DUVAL COUNTY FLORIDA

EXHIBIT "C-1"

BLDG. ELEVATIONS



END ELEVATION ALL "C" UNITS



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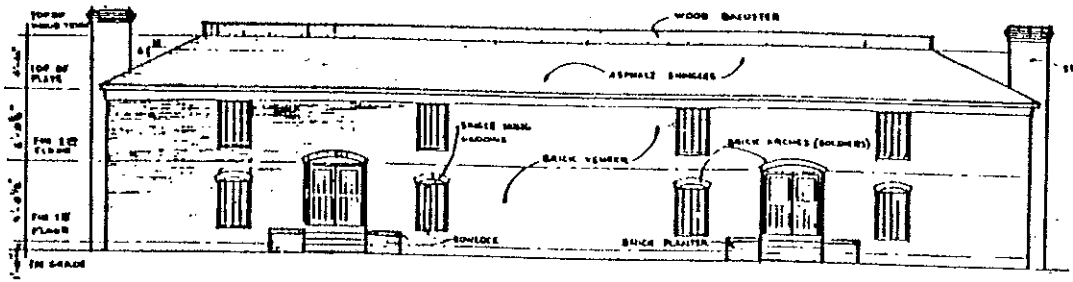
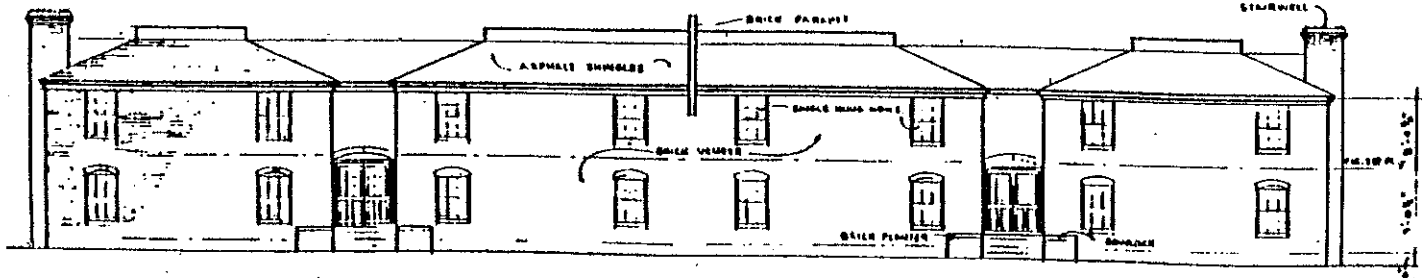


FRONT ELEVATION 8 "A" UNITS



FRONT ELEVATION 8 "C" UNITS

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JACKSONVILLE FLORIDA
AUGUST 1981
SHEET 19 OF 22 SHEETS

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OFFICIAL RECORDS

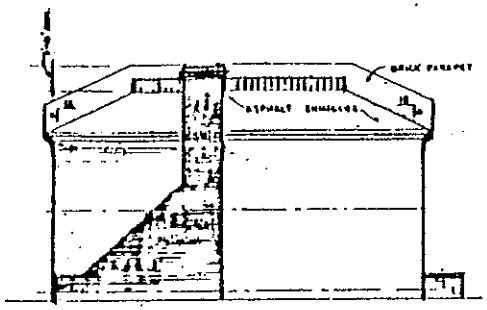
# COLONIAL POINT

A PROPOSED CONDOMINIUM

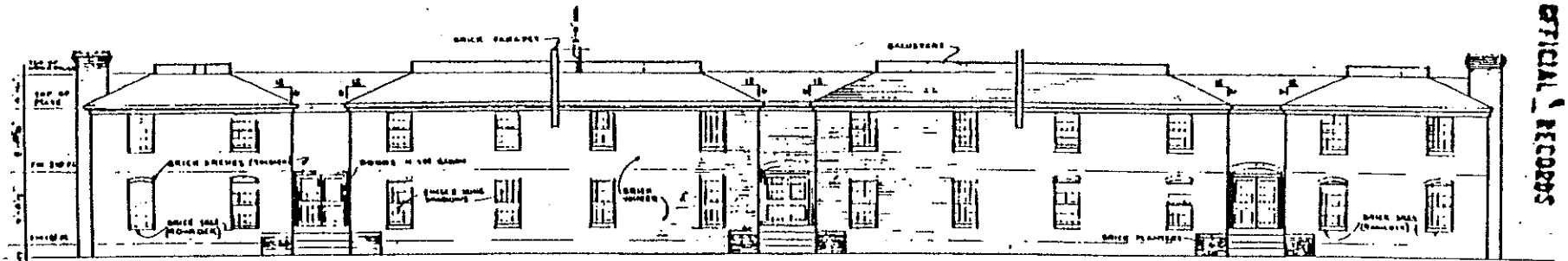
DUVAL COUNTY FLORIDA

EXHIBIT "C-2"

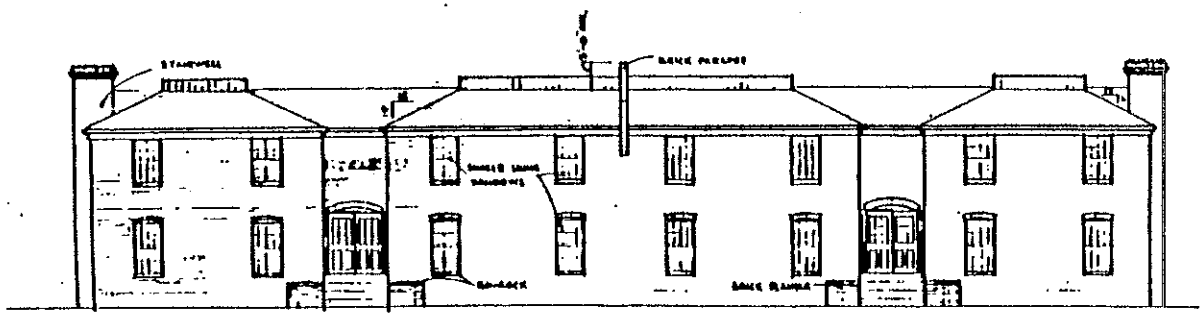
BLDG. ELEVATIONS



END ELEVATION ALL "B" UNITS



FRONT ELEVATION 12 "B" UNITS



FRONT ELEVATION 8 "B" UNITS

OFFICIAL RECORDS VOL 5558 PG 1128

PREPARED BY:
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JACKSONVILLE FLORIDA

AUGUST 1981

# COLONIAL POINT

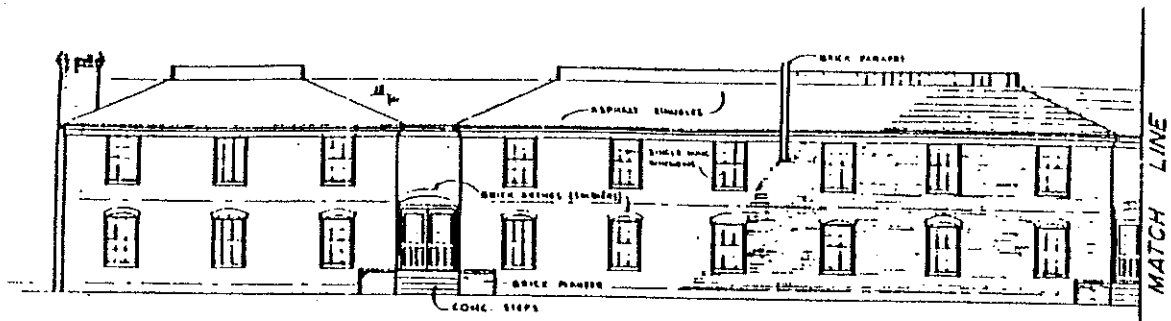
— A PROPOSED CONDOMINIUM —

DUVAL COUNTY FLORIDA

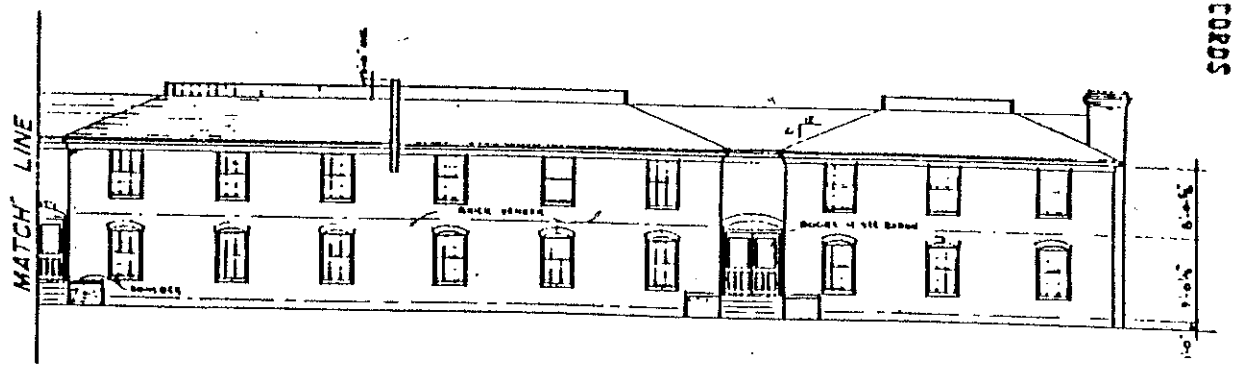
EXHIBIT "C-3"

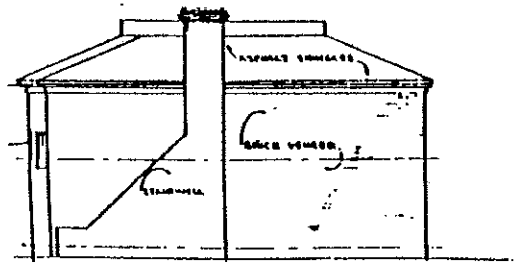
BLDG. ELEVATIONS

VOL 5468 PG 1129 OFFICIAL RECORDS




FRONT ELEVATION 6-"D" UNITS 6-"E" UNITS



END ELEVATION "DE" UNITS

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SURVEYORS - ENGINEERS - LAND PLANNERS
JACKSONVILLE FLORIDA
AUGUST 1981

SHEET 17 OF 22 SHEETS

# COLONIAL POINTE

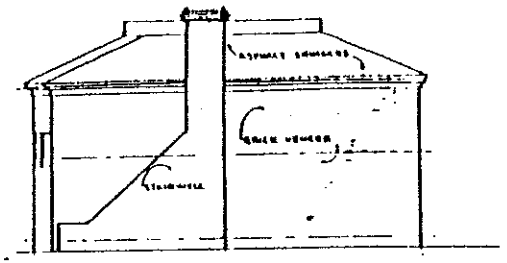
A PROPOSED CONDOMINIUM

DUVAL COUNTY FLORIDA

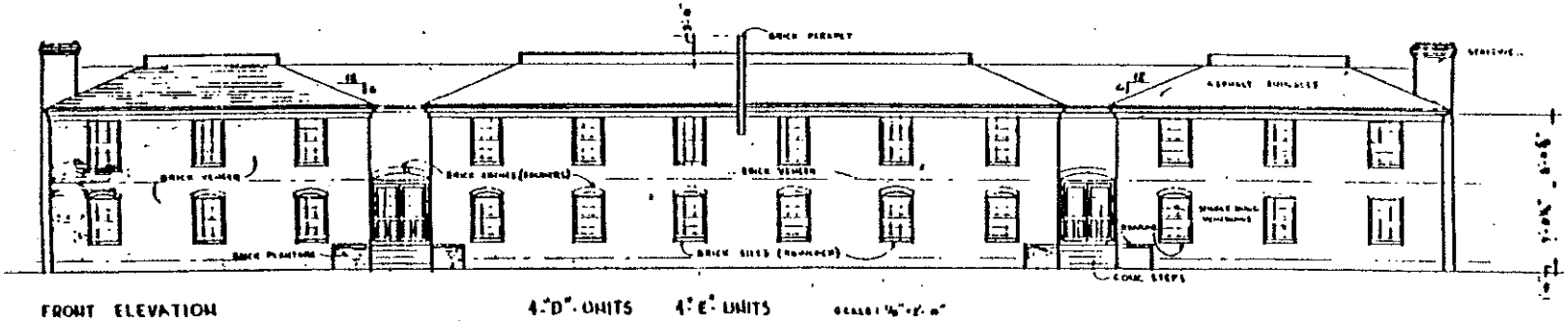
EXHIBIT "C-4"

BLDG. ELEVATIONS

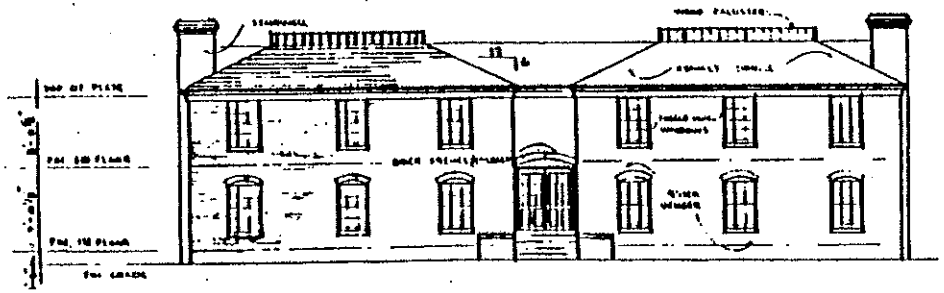
VOL 5468 PG 1130 OFFICIAL RECORDS



END ELEVATION "D E" UNITS



FRONT ELEVATION 4 "D" UNITS 4 "E" UNITS



FRONT ELEVATION 2 "D" UNITS 2 "E" UNITS

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AUGUST 1981

SHEET 18 OF 22 SHEETS

# COLONIAL POINTE

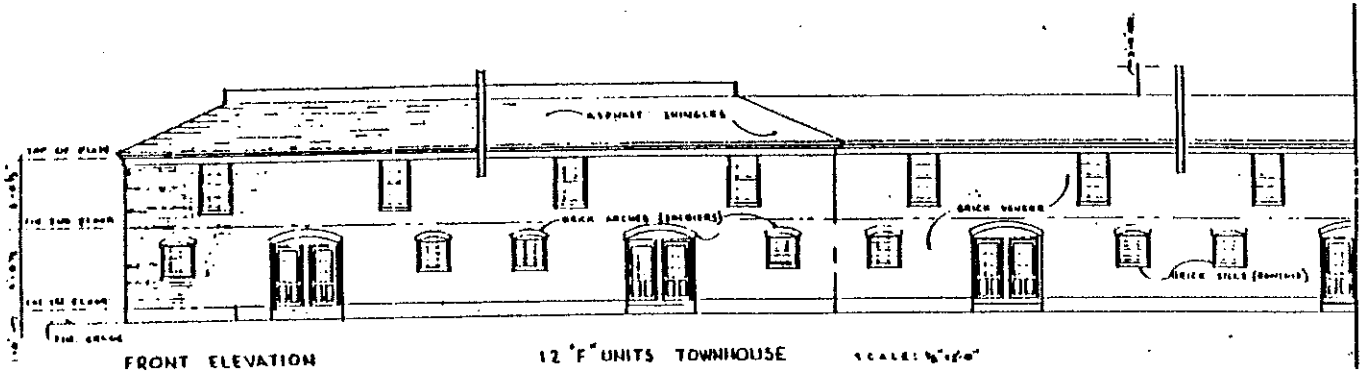
A PROPOSED CONDOMINIUM

DUVAL COUNTY FLORIDA

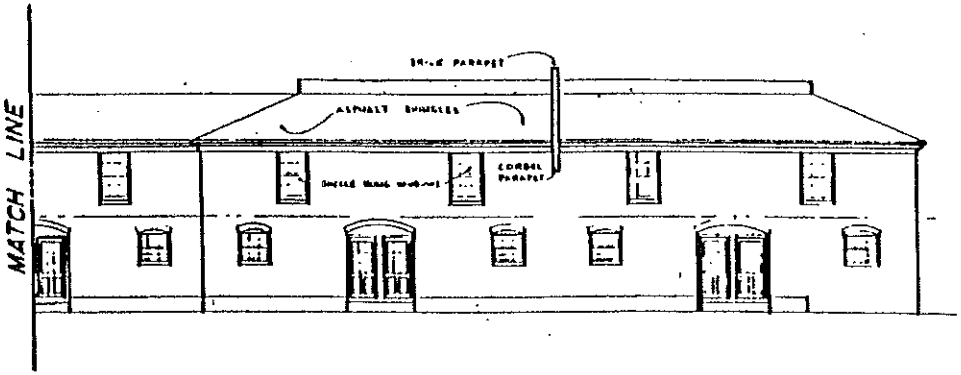
EXHIBIT "C-5"

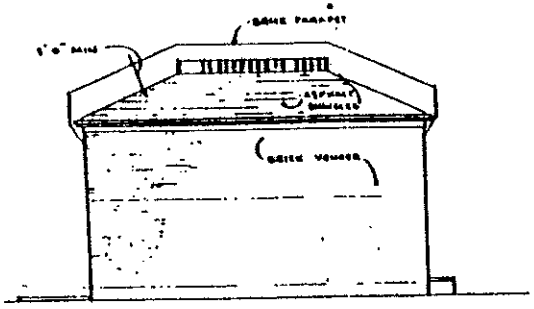
BLDG. ELEVATIONS

OFFICIAL RECORDS
BK 5468 PG 1131




FRONT ELEVATION 12 "F" UNITS TOWNHOUSE




END ELEVATIONS ALL "F" UNITS

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JACKSONVILLE FLORIDA
AUGUST 1981

SHEET 19 OF 22 SHEETS

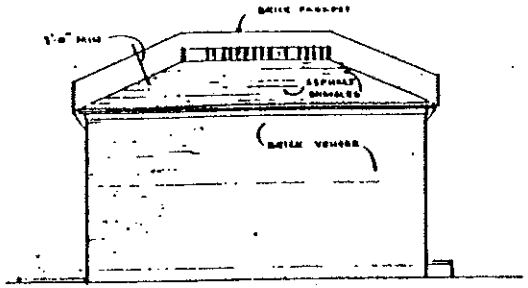
# COLONIAL POINTE

— A PROPOSED CONDOMINIUM —

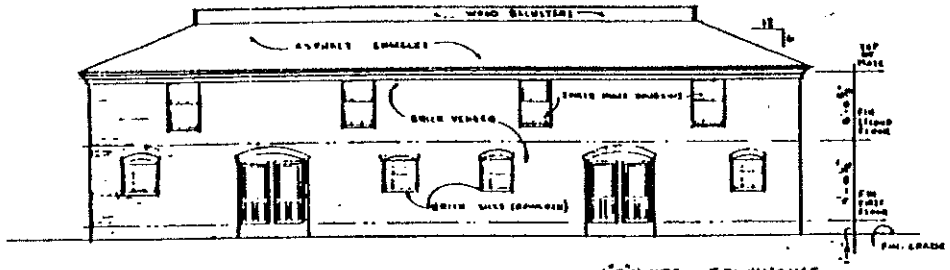
DUVAL COUNTY FLORIDA

EXHIBIT "C-6"

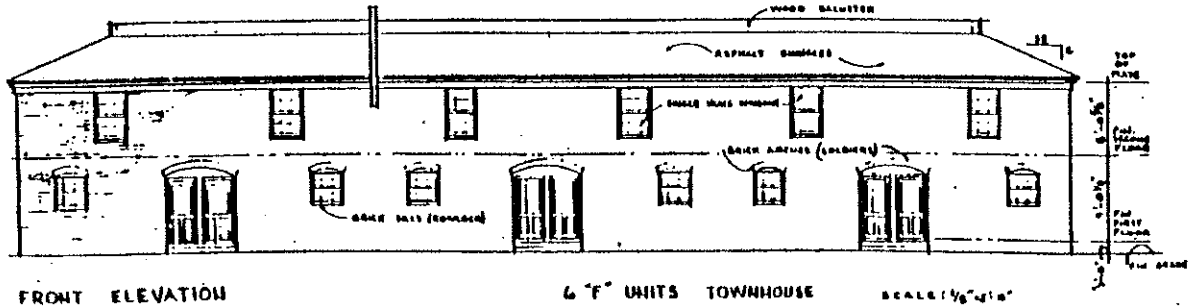
BLDG. ELEVATIONS



END ELEVATIONS ALL "F" UNITS



FRONT ELEVATION 4 "F" UNITS TOWNHOUSE



FRONT ELEVATION 6 "F" UNITS TOWNHOUSE

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JACKSONVILLE FLORIDA
AUGUST 1981

SHEET 20 OF 22 SHEETS

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OFFICIAL RECORDS

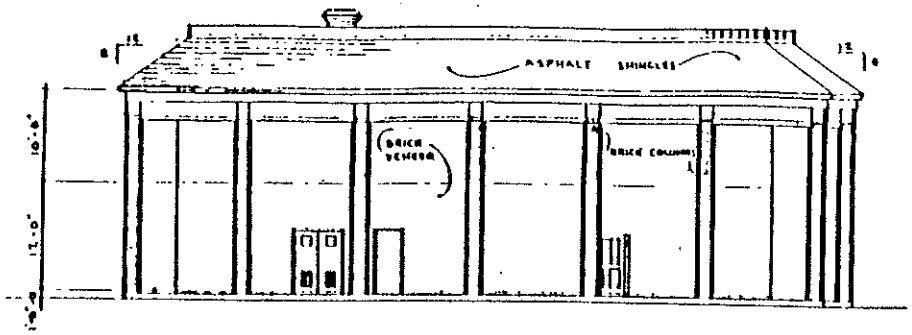
# COLONIAL POINT

— A PROPOSED CONDOMINIUM —

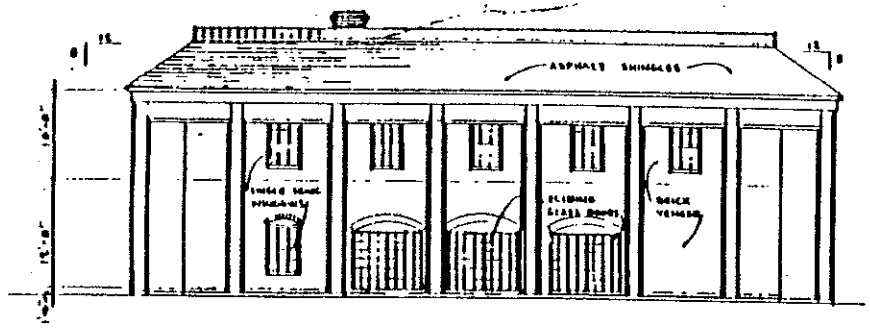
DUVAL COUNTY FLORIDA

EXHIBIT "C-7"

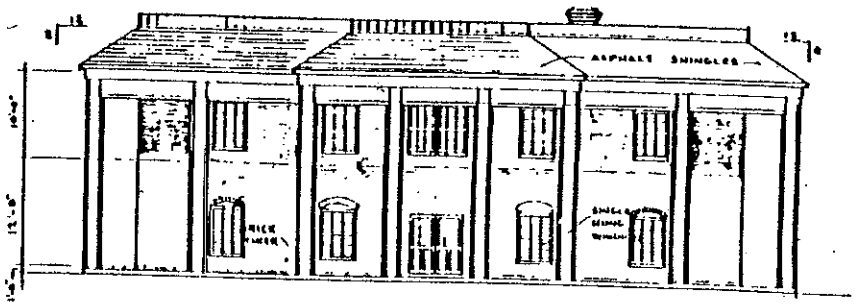
BLDG. ELEVATIONS



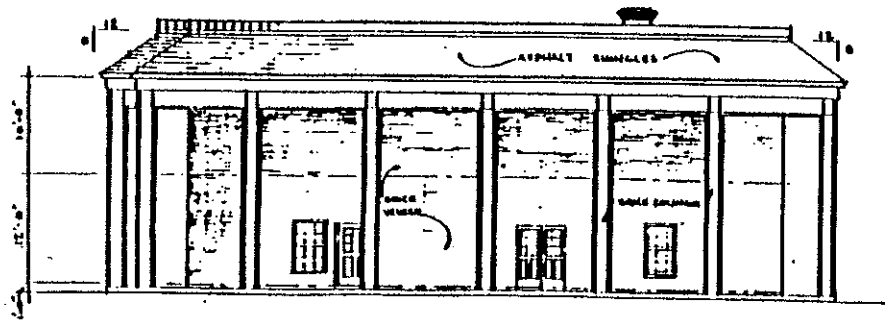

LEFT SIDE ELEVATION CLUB BUILDING




REAR ELEVATION CLUB BUILDING




FRONT ELEVATION CLUB BUILDING




RIGHT SIDE ELEVATION CLUB BUILDING

VOL 5468 PG 1133 OFFICIAL RECORDS

PREPARED BY:
CHARLES BASSETT & ASSOCIATES, INC
SURVEYORS - ENGINEERS - LAND PLANNERS
JACKSONVILLE FLORIDA

AUGUST 1981

SHEET 21 OF 22 SHEETS

# COLONIAL POINT

— A PROPOSED CONDOMINIUM —

DUVAL COUNTY FLORIDA

EXHIBIT "D"

SURVEYOR'S CERTIFICATE

I, CHARLES R. BASSETT, THE UNDERSIGNED REGISTERED LAND SURVEYOR, AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS DESCRIBED IN THIS CONDOMINIUM PLAT OF "COLONIAL POINT" CONSISTING OF SHEETS 1 THROUGH 22 IS SUBSTANTIALLY COMPLETE SO THAT THIS MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM SAID MATERIALS.

CHARLES BASSETT AND ASSOCIATES

CHARLES R. BASSETT
FLORIDA SURVEYOR NO. 1576

DATE: AUG 31 1981

STATE OF FLORIDA

VOL 5498 PG 1134 OFFICIAL RECORDS

PREPARED BY:
CHARLES BASSETT & ASSOCIATES, INC.
SURVEYORS - ENGINEERS - LAND PLANNERS
JACKSONVILLE FLORIDA
AUGUST 1981

SHEET 22 OF 22 SHEETS

FILED
Dec 14 11 02 AM '81
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

COLONIAL POINT ASSOCIATION, INC.

(A corporation not for profit)

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

ARTICLE I. Name

The name of this corporation is Colonial Point Association, Inc. (herein referred to as the "Association").

ARTICLE II. Purposes

The purposes and objects of the Association shall be to administer the operation and management of Colonial Point Condominiums (the "Condominium"), established pursuant to Chapter 718, Florida Statutes (the "Condominium Act"), on the real property in Duval County, Florida and described in the Declaration of Condominium of Colonial Point Condominiums (the "Declaration") and to undertake and perform all acts and duties incident to the administration, operation and management of the Condominium in accordance with the terms, provisions, conditions and authorizations contained herein and in the Declaration; and to own, operate, lease, sell, manage and otherwise deal with such real and personal property as may be necessary or convenient for the administration of the Condominium. The Association shall be conducted as a non-profit organization for the benefit of its members.

ARTICLE III. Powers

The Association shall have all of the powers and privileges granted to a corporation not for profit under the laws of Florida pursuant to which this Association is chartered, all of the powers and duties set forth in the Condominium Act and the Declaration of

Condominium, and all other powers reasonably necessary to effectuate the purposes of the Association set out herein, together with, but not limited to, the following powers:

1. To make and establish rules and regulations governing the use and activities of the Condominium.

2. To levy and collect assessments against members of the Association in accordance with the terms of the Declaration of Condominium and such By-Laws of this Association as may be adopted, including the right to use the proceeds of assessments to operate and manage the Condominium and for other purposes set forth in the Declaration of Condominium.

3. To make contracts and incur liabilities, borrow or lend money at such rates of interest as the Association may determine, issue its notes, bonds and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises or income.

4. To purchase, lease, take by gift, devise or bequest or otherwise acquire, own, hold, improve, use or otherwise deal in and with real or personal property, or any interest therein.

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

6. To enter into contracts for management, operation, insurance coverage, and maintenance of the Condominium Property.

7. To delegate all of the powers and duties of the Association except those the delegation of which may be prohibited by the Declaration of Condominium, the Condominium Act or any administrative rules or regulations erected pursuant thereto.

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

9. To enforce the provisions of the Declaration of Condominium, these Articles of Incorporation, the By-Laws of the Association which may be hereafter adopted, and the rules and regulations governing the use of the Condominium as may be hereafter established.

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

ARTICLE IV. Qualification of Members

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

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

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

3. Except as an appurtenance to his dwelling unit, no member can assign, hypothecate or transfer in any manner, his membership in the Association or his interest in the funds and assets of the Association. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Condominium, and in the By-Laws which may be hereafter adopted.

4. On all matters on which the membership shall be entitled to vote, there shall be only one vote for each condominium parcel in the Condominium. A vote may be exercised or cast by the owner or owners of each condominium parcel in such manner as may be provided in the By-Laws hereafter adopted by the Association.

ARTICLE V. Term of Existence

This Association is to exist perpetually.

ARTICLE VI. Officers

1. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer, and such other officers, including a General manager, as may be deemed desirable or necessary by the Board of Directors.

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

| OFFICERS | NAME |
|---|---|
| President | Dr. Thomas Schad |
| Vice President & Treasurer | Isaac Reiter |
| Secretary | Michael F. Dawes |

3. The officers shall be elected by the Board of Directors at their annual meeting as provided in the By-Laws. Any vacancies in any office shall be filled by the Board of Directors at any meeting duly held.

ARTICLE VII. Board of Directors

1. The business affairs of this Association shall be managed by the Board of Directors. This Association shall have three (3) directors initially. The number of directors may be increased or decreased from time to time as provided by the By-Laws but shall never be less than three (3) nor greater than nine (9).

2. Each director shall be a member of the Association; provided, however, that until the first meeting of the membership of

the Association as provided in the By-Laws, directors need not be members of the Association.

3. Subject to the Declaration of Condominium, the Board of Directors shall be elected by the members of the Association from among the membership at the annual membership meeting as provided in the By-Laws. Vacancies on the Board may be filled by the remaining directors at any duly called meeting.

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

| | |
|---|---|
| Thomas Schad | Hoxtertorallee 2<br>Postfach 1846<br>2400 Lobeck 1, Germany |
| Isaac Reiter | 2030 So. Ocean Drive<br>Hallandale, Florida 33009 |
| Michael F. Dawes | 2000 Independent Square<br>Jacksonville, Florida 32202 |

ARTICLE VIII. By-Laws

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

2. The By-Laws may be amended, altered or rescinded upon the proposal of a majority of the Board of Directors and approval in person or in writing of the members of the Association holding a majority of votes present at a regular or special meeting of the members, the notice of which shall state that such proposal is to be voted upon at the meeting.

ARTICLE IX. Amendments

These Articles of Incorporation may be amended as follows:

1. Amendments shall be proposed by the Board of Directors of the Association acting upon a vote of a majority of the directors.

2. Such proposed amendments shall become effective when

approved by an affirmative vote of members owning at least 75% of the votes. The membership shall vote on the proposed amendments at any regular or specially called meeting for such purpose, the notice of which shall describe the amendment or amendments being proposed. Votes may be in person or by written proxy.

ARTICLE X. Location

The location of this Association shall be at 5201 Atlantic Boulevard, City of Jacksonville, Duval County, Florida, or at such other place or places as the Board of Directors may designate.

ARTICLE XI. Non-profit Status

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

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

ARTICLE XII. Indemnity

Every director and every other officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged by a court of competent jurisdiction to be guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XIII. Subscribers

The names and addresses of the subscribers to these Articles are:

| | |
|---|---|
| Carol L. Henderson | 2000 Independent Square<br>Jacksonville, Florida |
| Michael F. Dawes | 2000 Independent Square<br>Jacksonville, Florida |
| Alice E. Isaac | 2000 Independent Square<br>Jacksonville, Florida |

IN WITNESS WHEREOF, we, the undersigned subscribing incorporators, have hereunto set our hands and seals this 11th day of December, 19 81, for the purpose of forming this corporation not for profit under the laws of the State of Florida.

Carol L. Henderson (SEAL)
Carol L. Henderson

Michael F. Dawes (SEAL)
Michael F. Dawes

Alice E. Isaac (SEAL)
Alice E. Isaac

STATE OF FLORIDA )
)ss.
COUNTY OF DUVAL )

Before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared Carol L. Henderson, Michael F. Dawes and Alice E. Isaac, to me known to be the persons described as subscribers in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed and subscribed to these Articles of Incorporation.

WITNESS my hand and official seal in the County and State named above this 11th day of December, 19 81.

Notary Public, State of Florida at Large.

My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Mar. 17, 198

FILED

Oct 14 11 02 AM '81

# REGISTERED AGENT CERTIFICATE

Colonial Point Association, Inc., a corporation duly organized and existing under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation at City of Jacksonville, County of Duval, State of Florida, has named Michael F. Dawes located at 2000 Independent Square, Jacksonville, Florida, as its agent to accept service of process within this state.

OFFICERS:

| | |
|---|---|
| Thomas Schad, President | Hoxtertorallee 2<br>Postfach 1846<br>2400 Lobeck 1, Germany |
| Isaac Reiter, Vice President & Treasurer | 2030 So. Ocean Drive<br>Hallandale, Florida 33009 |
| Michael F. Dawes, Secretary | 2000 Independent Square<br>Jacksonville, Florida 32202 |

DIRECTORS:

| | |
|---|---|
| Thomas Schad | Hoxtertorallee 2<br>Postfach 1846<br>2400 Lobeck 1, Germany |
| Isaac Reiter | 2030 So. Ocean Drive<br>Hallandale, Florida 33009 |
| Michael F. Dawes | 2000 Independent Square<br>Jacksonville, Florida 32202 |

By: _____
Corporate Officer

ACKNOWLEDGEMENT:

Having been named to accept service of process for the above-stated corporation, at place designated in this Certificate I hereby accept to act in this capacity and agree to comply with the provision of Florida Statutes relative to keeping open said office.

_____
Registered Agent

AMENDED AND RESTATED

BY-LAWS

OF

COLONIAL POINT ASSOCIATION, INC.

THIS INSTRUMENT PREPARED BY:
KEVIN P. LEAGUE, Attorney
200 LAURA STREET
JACKSONVILLE, FLORIDA 32202

ARTICLE I

Members

Section 1. The members of Colonial Point Association, Inc. (the "Association"), a corporation not for profit organized under the laws of the State of Florida, shall consist of the respective owners of condominium parcels ("units") of Colonial Point Condominiums located in Duval County, Florida. The interest of each member in the Association's funds and assets shall be equal to that member's ownership in the common elements of the condominium which are appurtenant to his unit.

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

Section 3. Each unit shall be entitled to one vote at Association meetings, which shall be exercised by the unit owner. A majority of votes shall decide all questions at Association meetings, unless specified otherwise in these By-Laws, the Articles of Incorporation, or the Declaration of Condominium of Colonial Point Condominiums (the "Declaration"). If a person owns more than one unit, he shall be entitled to one vote for each unit owned. In the event that a unit is owned by more than one person, or by a corporation, trust or other entity, the person entitled to cast the vote for that unit shall be designated by a certificate filed with the Association and signed by all joint owners or an authorized agent of the corporation or other entity.

Section 4. A quorum at membership meetings shall consist of attendance in person or by proxy of members entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purposes of determining a quorum.

Section 5. Votes may be cast in person or by proxy. Proxies shall be in writing and shall be valid only for the particular meeting designated thereon together with any lawful adjournments thereof, but in no event shall any proxy be valid for more than 90 days after the date of the first meeting for which it was given. Proxies shall set forth the name of the person voting by proxy, the name of the person authorized to vote on behalf of the person giving the proxy, the date the proxy is given, and the date, time and place of the meeting for which the proxy is given. If a proxy expressly so provides, any proxy holder may appoint in writing a substitute to act in his place, but no substitution is authorized in the absence of such provision. Proxies must be filed with the Secretary before the appointed time of the meeting. Every proxy is revocable at any time at the pleasure of the unit owner executing it.

## ARTICLE II

## Meetings of Membership

Section 1. The meetings of the membership shall be held in accordance with the provisions of the Declaration and subject to the Declaration, in accordance with these Bylaws.

Section 2. The annual meeting of the membership of the Association shall be held at the offices of the Association or at such other place in the State of Florida as shall be designated by the Board of Directors or the President of the Association. The annual meeting shall be held in March of each year unless otherwise determined by the Board of Directors.

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

the President or the Board of Directors or when requested in writing by members holding a majority of the votes having the right to vote at such meeting. A meeting requested by the membership shall be called for a date not less than fourteen or more than sixty days after the request is made. The call for the meeting shall be issued by the Secretary.

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

(a) For special meetings called by the membership pursuant to Section 3 above (including any special meeting for recall of Board members pursuant to Florida Statutes, §718.112(2)(g) ), not less than fourteen nor more than sixty days prior to the meeting;

(b) For any other special meetings, not less than forty-eight (48) hours prior to the date of the meeting, unless the Board determines an emergency, in which event the Board shall give such notice as is reasonable under the circumstances;

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

(d) For any meetings at which the budget of common expenses will be considered, not less than thirty nor more than sixty days prior to the date of the meeting.

All notices may be sent to members by regular mail. In addition, except in an emergency, when such notice requirement shall be waived, written notice shall be posted at a conspicuous place on the condominium property not less than forty-eight (48) hours prior to any special meeting and not less than fourteen (14) days prior to the annual meeting. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with

Section 718.111(2)(d), Florida Statutes, to each unit owner at the address last furnished to the Association.

Section 5. Any unit owner may waive notice of a specific meeting or consent to the holding of a meeting without notice or consent to any action taken without a meeting which would otherwise require approval at a meeting, by execution of a waiver or consent in writing. Such waiver or consent may be executed prior to, at, or subsequent to the meeting or Association action to which the waiver or consent relates.

ARTICLE III

Board of Directors

Section 1. The Board of Directors of the Association shall consist of not less than three, nor more than nine persons, who shall be originally appointed as provided in the Declaration. Thereafter, subject to the provisions of the Declaration, the directors shall be elected at the annual membership meeting, and shall hold office for a term of one year and until their successors shall be elected and qualified. At each election for directors, each member shall be entitled to vote for as many persons as there are directors to be elected. No cumulative voting shall be permitted. The candidates receiving the highest number of votes shall be declared elected.

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

Section 3. Any vacancy occurring in the Board may be filled by a majority vote of the remaining members thereof.

Section 4. An annual meeting of the Board shall be held immediately following the annual meeting of the membership and at the same place. Special meetings of the Board shall be held upon

call by the President or a majority of the Board on not less than forty-eight (48) hours notice in writing to each director, unless the Board determines an emergency to exist, in which event the Board shall give such notice as is reasonable under the circumstances. All meetings of the Board of Directors shall be open to unit owners and, except in an emergency as provided above, notices of all meetings shall be posted in a conspicuous place on the condominium property at least 48 hours prior to the meeting. However, unit owners shall not be entitled to vote or participate in any other way at the meeting. Notice of any meeting of the Board at which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and shall refer to the nature of such assessments.

Section 5. Any director may waive notice of a specific meeting or consent to the holding of a meeting without notice or consent to any action of the Board without a meeting. Such waiver or consent may be executed prior to, at, or subsequent to the meeting or Board action to which the waiver or consent relates.

Section 6. A quorum for the transaction of business shall consist of a majority of the directors. However, less than a quorum may adjourn a meeting from time to time. A majority of directors who are present at any meeting where a quorum is present shall decide any question before the meeting.

Section 7.

(a) Except for directors appointed by the Developer as allowed in the Declaration, any director may be removed from office, with or without cause, by a vote or agreement in writing of at least a majority of all unit owners. Notwithstanding any other provisions herein, a special meeting of unit owners to remove a director or directors from office may be called by 10% of the voting interests of all unit owners giving notice to all owners of the meeting, which notice shall state the purpose of

the meeting and shall be given to all unit owners in writing in the same manner as required by these Bylaws for special meetings of unit owners and must be accompanied by a dated copy of a signature list of at least 10% of the unit owners, which list must state that the purpose of the signatures is for the removal of a director or directors from office.

(b) If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective immediately, and the recalled director or directors shall turn over to the Board any and all records of the Association in their possession, within 72 hours after the meeting.

(c) If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing shall be served on the Association by certified mail. The Board of Directors shall call a meeting of the Board within 72 hours after receipt of the agreement in writing and 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 72 hours, any and all records of the Association in their possession, or proceed as described in subparagraph (c).

(d) If the Board determines not to certify the written agreement to recall a member or members of the Board, or if the recall by a vote at a meeting is disputed, the Board shall within 72 hours, file with the Division of Florida Land Sales, Condominiums and Mobile Homes a petition for binding arbitration pursuant to the procedures of Section 718.1255, Florida Statutes. For purposes of this section, the unit owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall shall be effective upon service of the final order of arbitration upon the Association. If the Association fails to

comply with the order of the arbitrator, the Division may take action pursuant to Section 718.501, Florida Statutes. Any member or members so recalled shall deliver to the Board any and all records of the Association in their possession within 72 hours of the effective date of the recall.

Section 8. Directors shall receive no compensation for their services unless expressly provided for in resolutions duly adopted by the unit owners.

Section 9. The Board shall have the following powers and duties:

(a) To elect the officers of the Association as hereinafter provided;

(b) To administer the affairs of the Association and the condominium and formulate policies for such purposes;

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

(d) To provide for the maintenance, repair and replacement of the common elements and limited common elements;

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

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

(g) Unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the unit

owners as expressed in a resolution duly adopted at any annual or special meeting of the unit owners;

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

## ARTICLE IV

## Officers

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

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

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

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

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

(e) Such additional officers as the Board shall see fit to elect.

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

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

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

Section 5. Officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the unit owners.

ARTICLE V

Assessments

Section 1. The Board shall cause to be prepared an estimated annual budget for the common expenses of the Association in advance of each fiscal year at a special meeting of the Board called for that purpose at least 45 days before the end of each fiscal year. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, when applicable, but not limited to:

(a) Administration of the association;

(b) Management fees;

(c) Maintenance;

(d) Taxes on association property;

(e) Insurance;

(f) Security provisions;

(g) Other expenses;

(h) Operating capital;

(i) Fees payable to the Division of Florida Land Sales, Condominiums, and Mobile Homes; and

(j) Reserve accounts for capital expenditures and deferred maintenance, including, but not limited to, roof replacement, building painting and pavement resurfacing. The amount to be reserved shall be computed by means of a formula

based on the estimated life and estimated replacement costs of the reserved item. Reserves may be removed from the final budget only if a majority of the unit owners vote in person or by proxy at a duly called meeting of the Association to provide no reserves or reserves less adequate than required by Section 718.112(2)(k), Florida Statutes. Any such waiver of the statutorily required reserves shall be effective for only one annual budget, and a vote must be taken annually to continue such waiver. Reserves must be included in the proposed annual budget and shall not be reduced prior to the mailing to unit owners of the proposed annual budget. All funds reserved pursuant to Section 718.112(2)(k), Florida Statutes, shall be used for the purpose for which they are reserved, unless their use for other purposes is approved by a vote of a majority of the unit owners present in person or by proxy at a duly called meeting of the Association.

Section 2. The estimated annual budget for each fiscal year as prepared by the Board shall be approved by a majority of all unit owners. A copy of the proposed annual budget shall be mailed to unit owners not less than thirty (30) days prior to the meeting at which the budget is to be considered, together with notice of the meeting specifying the time and place at which it will be held.

Section 3. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each unit owner shall pay as his unit's respective monthly assessment for the common expenses, one-twelfth (1/12) of his proportionate share of the common expenses for such year as shown by the annual budget, unless some other periodic method of payment if designated by the Board of Directors. Such proportionate share for each unit owner shall be in accordance with his respective ownership interest in the common elements as set forth in the Declaration. The Board may send to each unit owner on or before the first day of each assessment period a statement of the assessment of his unit for such period, but the failure to

receive such statement shall not relieve any unit owner of his obligation to pay his assessment on or before the first day of each assessment period. In the event that the Association shall not approve an estimated annual budget or shall fail to determine new periodic assessments for any year, or shall be delayed in doing so, each unit owner shall continue to pay the amount of his respective periodic assessment as last determined. Each unit owner shall pay his assessment on or before the first day of each assessment period to the Treasurer of the Association or as may be otherwise directed by the Board. No unit owner shall be relieved of his obligation to pay his assessments for common expenses by abandoning or not using his condominium parcel or the common elements.

Section 4. In the event that during the course of any fiscal year, it shall appear to the Board that the assessments, determined in accordance with the adopted annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, furnish copies to each unit owner, and make a supplemental assessment against each unit owner for his proportionate share of such supplemental budget; provided, however, that the supplemental budget shall not require assessment of unit owners greater than 115% of their prior assessments, without approval of a majority of all unit owners. If the Board determines that a supplemental budget is required which will exceed the above limitations, it shall call a meeting of unit owners to consider such budget, giving notice of such meeting as required in these Bylaws for any meeting at which a budget is to be considered.

Section 5. The Board may require each unit owner to deposit with the Association a reasonable deposit for working capital or contingent expenses to be the same proportion of the total deposit as his percentage ownership in the common elements.

Section 6. If any fiscal year of the Association shall be less than a full calendar year, then the periodic assessments for each unit owner shall be proportionate to the number of days in the period covered by such budget. A unit owner shall pay his assessment commencing with the date of purchase of his condominium parcel, which assessment shall be in proportion to his respective ownership interest in the common elements and the number of days remaining in the assessment period covered by the current annual budget.

Section 7. The Board shall maintain accounting records according to approved accounting practices, which records shall be open to inspection by unit owners at reasonable times and upon reasonable notice. These accounting records shall include a record of receipts and expenditures and a separate account for each unit owner showing the assessments charged to and paid by such owner. Within ninety (90) days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each unit owner a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

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

Section 8. Without the approval of the unit owners holding at least 75% of the votes of the Association, the Board shall not approve any capital expenditures in excess of five thousand dollars ($5,000.00) other than rebuilding, repairing or replacing damaged property.

Section 9. Every unit owner shall pay in the manner herein provided, his proportionate share of the common expenses, and any special assessments assessed against his condominium parcel in the same ratio as his percentage of ownership in the

common elements as set forth in the Declaration. If any Unit owner shall fail or refuse to make any such payment of the common expenses or any special assessments when due, the amount thereof shall constitute a lien on the interest of such unit owner in his unit and its appurtenances. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Condominium Act, the Declaration or these Bylaws or otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 10. The Board of Directors may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the common elements or limited common elements of the condominium. When less than all the unit owners are responsible for the existence of any such lien, the unit owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorney's fees) incurred by reason of such lien.

Section 11. The Board of Directors may levy special assessments against one or more of the condominium parcels to pay for improvements, repairs or replacements which are attributable only to those condominium parcels in accordance with the terms of the Declaration. Special assessments shall be due and payable within fifteen (15) days after notice thereof is given unless the notice shall specify a longer period.

## ARTICLE VI

### Use and Occupancy Restrictions

Section 1. No part of the condominium shall be used for other than housing and the related common purposes for which the condominium was designed. Each occupant, whether owner or tenant, shall comply with all the restrictions upon use set out in the Declaration.

Section 2. Uniform Rules and Regulations governing the use of the condominium and the conduct of persons entitled to so

use the condominium property shall be promulgated from time to time by the Board of Directors. All unit owners shall obey the Rules and Regulations as promulgated by the Board.

ARTICLE VII

Fidelity Bonds

The Association shall maintain a fidelity bond in the principal sum of not less than $10,000 each for any officer or director of the Association who controls or disburses funds of the Association. The cost of such bond shall be borne by the Association.

ARTICLE VIII

Arbitration

Section 1. The process of arbitration as herein set forth may be used whenever there is an internal dispute among unit owners, the Association, or their agents and assigns, arising from the operation of the condominium.

Section 2. Any party to a controversy subject to arbitration hereunder may institute proceedings upon written notice delivered to the other parties in person or by certified mail, which shall reasonably identify the subject of controversy. Within fifteen (15) days from receipt of such notice, each party shall name and appoint one arbitrator. If any party fails to appoint an arbitrator within the above period, the party having made his appointment shall appoint a second arbitrator. The two appointed arbitrators shall then appoint a third. Upon their failure to appoint a third arbitrator within a reasonable time, application may be made by either party to the Circuit Court of the county in which the condominium is located for such appointment.

Section 3. The arbitrators shall select the time and place for hearing on the controversy, and shall notify the parties of the time and place by written notice delivered in person or by certified mail at least five (5) days prior to the hearing. The hearing shall be conducted by all of the arbitrators, but a majority may determine any questions and render a

# CERTIFICATE OF AMENDMENT OF BY-LAWS OF COLONIAL POINT ASSOCIATION, INC.

THIS INSTRUMENT PREPARED BY:
KEVIN P. LEASURE, Attorney
200 LAURA STREET
JACKSONVILLE, FLORIDA 32202

The undersigned, as President of Colonial Point Association, Inc., a Florida corporation, and President of Floribec International, Inc. (the "Developer") hereby certifies that the following amendments to the By-Laws of this Corporation which were originally recorded in the public records of Duval County, Florida, as Exhibit F to the Declaration of Condominium of Colonial Point Condominiums (the "Declaration") in Official Records Volume 5468, page 1083, with the By-Laws beginning at Volume 5468, page 1143, were duly adopted at a joint annual meeting of members and directors held on October 25, 1985, at which a quorum was present and voted, and that the Developer consents to such amendment of the Declaration.

RESOLVED, that the Corporation's By-Laws be amended and restated in the form attached to this certificate and that the officers of the Corporation are hereby directed to record the same in the Official Records of Duval County, Florida, as required by the Florida Condominium Act.

Dated this 7th day of Feb., 1986.

Witnesses:
Michele Nitch

COLONIAL POINT ASSOCIATION, INC.
By Barbara Schied
Barbara Schied, President

Ana Maria Lucas

FLORIBEC INTERNATIONAL, INC.,
developer
By
R. Bransom Bean, President

STATE OF FLORIDA )
COUNTY OF DADE )

Before me this day personally appeared Barbara Schied, President of Colonial Point Association, Inc., who executed the foregoing on behalf of the corporation, thereunto duly authorized.

Witness my hand and seal this 7 day of Feb., 1986.

Notary Public

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP JUNE 22,1988
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA )
COUNTY OF DADE )

Before me this day personally appeared R. Bransom Bean, President of Floribec International, Inc., who executed the foregoing on behalf of the corporation, thereunto duly authorized.

Witness my hand and seal this 7 day of Feb., 1986.

86- 20456
MAR 4 12 17 PM '86

Notary Public
My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP JUNE 22,1988
BONDED THRU GENERAL INS. UND.

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