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Jacksonville Beach, FL 32250
904/247/9420

5 MIN. RETURN
PHONE # 247-9420

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HENRY W. COOK
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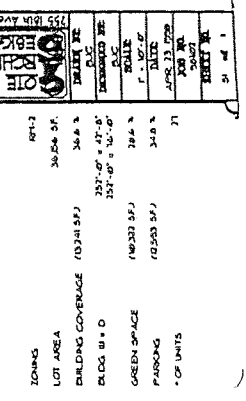
DECLARATION

NORTH PABLO BEACH CONDOMINIUM

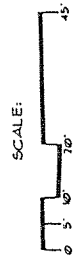
1412 N. First Street
Jacksonville Beach, FL 32250

Submitted by

FMM DEVELOPMENT GROUP, L.L.C.
a Florida Limited Liability Company

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PLOT PLAN



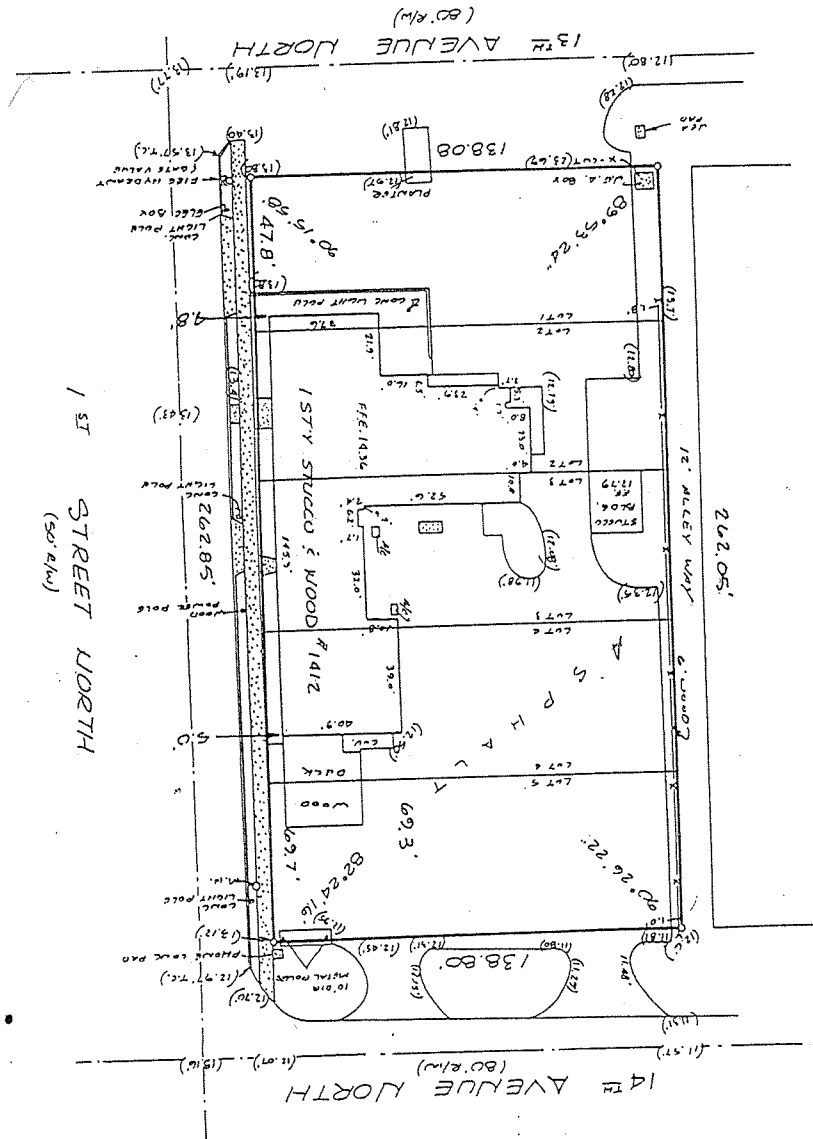
**SCOTT
ARCHITECTURAL
DESIGNS**

MAP SHOWING BOUNDARY SURVEY OF LOT^S 1, 2, 3, 4 & 5 BLOCK 142 AS SHOWN ON MAP OF

PALMO BEACH NORTH

AS RECORDED IN PLAT BOOK 3 PAGES 28 OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA

CERTIFIED FOR: F.M.M. DEVELOPMENT GROUP, INC., PEOPLES FIRST COMMUNITY BANK, ST. AUGUSTINE, FLORIDA



TRI-STATE LAND SURVEYORS, INC.
8411 BAYMEADOWS WAY SUITE #2, JACKSONVILLE, FLORIDA 32256 (904) 731-7235

THE PROPERTY SHOWN HEREON APPEARS TO LIE WITHIN FLOOD HAZARD ZONE X AS SCALED FROM FLOOD INSURANCE RATE MAP FOR THE CITY OF JACKSONVILLE, FLORIDA, DATED 4-17-89, AND IS SHOWN AS A COURTESY ONLY AND DOES NOT CONSTITUTE A CERTIFICATION OF SAME.

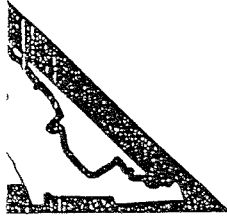
LEGEND

- CONC. WALL
- CONC. COR.
- CONC. COR. (5' L.S. 1144)
- X- FENCE
- IRON COR. (FOUND)
- CROSS CUT
- B.L. BUILDING RESTRICTION LINE
- ESUT EASEMENT
- R/W RIGHT-OF-WAY
- CONC. MARCH
- 3 CENTERLINE
- A/C AIR CONDITIONING PAD
- (R) RADIAL DISTANCE
- CONCRETE

SCALE: 1" = 40'
DATE: 1-30-98

LARRY C. EDDY, P.L.S. No. 4144
REGISTERED SURVEYOR AND MAPPER
STATE OF FLORIDA (LB #4921)

THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



ORDER NO. 20-3

F.B. 617 PG. 20-22

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NORTH PABLO BEACH CONDOMINIUM
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Exhibit A:	Legal Description, Survey, Plot Plan and Floor Plan
Exhibit B:	Articles of Incorporation of North Pablo Beach Condominium Association, Inc.
Exhibit C:	Bylaws of North Pablo Beach Condominium Association, Inc.

DECLARATION OF CONDOMINIUM FOR NORTH PABLO BEACH CONDOMINIUM

THIS DECLARATION made as of the ____ day of _____, 199_, by FMM DEVELOPMENT GROUP, L.L.C., a Florida limited liability company, hereinafter referred to as the "Developer", recites and provides:

- A. The Developer has constructed a twenty-seven unit building upon its property in Duval County, Florida in an area known as North Jacksonville Beach.
- B. The Developer wishes to subject the property to the covenants, restrictions, easements, charges and liens of this Declaration and to create a non-profit association with the power and duty of administering and enforcing the provisions of this Declaration

DECLARATION:

NOW THEREFORE, the Developer hereby submits to condominium ownership pursuant to Chapter 718, Florida Statutes as amended from time to time (the "Condominium Act"), the real property which consists of the property described on Exhibit A, and all improvements, equipment, furnishings and fixtures owned by the Developer which are located on the property and intended for the use and enjoyment of the Condominium (which together with the real property shall be known as the "Property").

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

ARTICLE I DEFINITIONS

The following definitions apply wherever the capitalized terms appear in this Declaration. Additional terms which apply only to one article are defined the first time they appear.

1.1 Articles. "Articles" are the Articles of Incorporation of the Association, which are attached as Exhibit B to this Declaration.

1.2 Assessment. "Assessment" means each Owner's share of the amount required for the payment of the Common Expenses. An Assessment may be either general or special as follows:

- A. General Assessment. The "General Assessment" is the amount charged to each member to meet the Association's annual budgeted expenses, as described in paragraph 10.2.

B. Special Assessment. A Special Assessment" may be charged to each Unit for capital improvements or emergency expenses, in accordance with the provisions of paragraph 10.3.

1.3 Association. "Association" is the North Pablo Beach Condominium Association, Inc., a Florida nonprofit corporation, its successors and assigns. The Association, whose members are the Owners, is responsible for maintaining the Condominium and enforcing the Declaration.

1.4 Board. "Board " is the Board of Directors of the Association.

1.5 Bylaws. "Bylaws" are the Bylaws of the Association. The form of the initial Bylaws, as proposed, is attached as Exhibit C to this Declaration.

1.6 Common Elements. "Common Elements" means all of the Property except the Units, and shall include but not be limited to:

- A. The driveway, parking areas, storage units, and landscaped areas;
- B. All conduits, ducts, plumbing, wiring, utility areas, installations, apparatus and services which serve the various Units and all such facilities which serve the Common Elements, along with all necessary easements;
- C. All structural beams, posts and members within the Units and an easement of support in every portion of the Units which contributes to the support of the Building;
- D. All easements for egress and ingress to, within and across the Property; and
- E. All tangible personal property required for the maintenance and operation of this Condominium and for the common use and enjoyment of the Owners.

1.7 Common Expenses. "Common Expenses" mean:

- A. Expenses of administration, insurance, maintenance, operation, repair and replacement of Common Elements and of the portions of Units to be maintained by the Association, if any.
- B. All costs incurred by the Association in the provision of services required by this Declaration or by the Condominium Act;
- C. The costs of carrying out the powers and duties of the Association, including professional fees and expenses;
- D. Expenses declared Common Expenses by any provision of this Declaration, the

Bylaws or, to the extent permitted, by resolution of the Board; and

E. Any valid charge against the Property as a whole.

1.8 Common Surplus. "Common Surplus" means the excess of all receipts of the Association, collected on behalf of the condominium (including, but not limited to, assessments, rents, profits and revenues on account of the common elements) over the common expenses.

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

1.10 Declaration. "Declaration" is this Declaration of Condominium for North Pablo Beach Condominium.

1.11 Developer. The "Developer" is FMM Development Group, L.L.C., a Florida limited liability company, its successors and assigns.

1.12 Limited Common Elements. "Limited Common Elements" means and refers to those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of all other Units. A balcony, patio or storage area designed for the private use of a particular Unit is a Limited Common Element.

1.13 Member. Each owner is a "Member" of the Association, as provided in Article V of this Declaration.

1.14 Mortgage. A "Mortgage" is a bona fide first mortgage held by a Mortgagee.

1.15 Mortgagee. A "Mortgagee" is any institutional lender which holds a bona fide first mortgage encumbering a Unit as security for the performance of an obligation. The term "institution lender" specifically includes a bank, savings and loan association, a mortgage lending company, an insurance company, the Federal National Mortgage Association or similar agency and the Developer.

1.16 Owner. "Owner" is the record owner, whether one or more persons or entities, of a fee simple to any unit or a life estate. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.17 Property. "Property" means all of the property, real and personal, subjected to condominium ownership by this Declaration, as legally described and graphically depicted on Exhibit A.

1.18 Surface Water or Stormwater Management System. "Surface Water" or "Stormwater Management System" means a system which is designed and constructed or implemented to

control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

1.19 Unit. "Unit" means a condominium unit in the Condominium as defined by the Condominium Act, subject to the following boundary description:

- A. Upper Boundary. The upper horizontal boundary shall be the horizontal plane of the bottom of the undecorated finished ceiling.
- B. The Lower Boundary. The lower horizontal boundary shall be the horizontal plane of the top of the undecorated finished floor.
- C. Vertical Boundaries. The vertical boundaries shall be the undecorated finished interior of the walls bounding the unit.
- D. Additional Elements. The Unit shall also include all doors serving only that Unit (including those which open to the Unit from the outside), windows and window apparatus door and window frames, sills and thresholds, sliding glass doors, hardware and locks, glasses, screens and screen supports. Any walls or partitions within the Unit which do not adjoin another Unit, the Common Elements or the outer portions of the building shall be part of the Unit, except any part contributing to the support of the building and also except any conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other Units, the Common Elements or other portions of the Building.
- E. Utilities. The Unit shall also include all lines, conduits and equipment for electricity, heating, air conditioning, water heating and other utilities serving only that Unit, wherever such utilities may be located.
- F. Excluded Area. The Unit shall not include structural beams, posts and members or conduits, ducts, plumbing, wiring, utility areas, installations, apparatus and services which serve other Units or the Common Elements of the building. Each Unit shall be subject to easements for support in every portion of the Unit which contributes to the support of the building and easements for utility services to the various Units and the Common Elements.

ARTICLE II DESCRIPTION OF CONDOMINIUM

- 2.1 Name. The name of this Condominium is North Pablo Beach Condominium.
- 2.2 Description of Condominium Property. Exhibit A provides the legal description and

survey of the Property and site plan of improvements. The one-story stucco building currently depicted on the survey will be demolished prior to the construction of the condominium.

ARTICLE III UNITS AND APPURTENANCES

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

3.2 Identification. The Units are identified in Exhibit A. Units shall be legally conveyed by number and letter. No Unit may be subdivided into a smaller Unit, nor may any part of a Unit be sold separately.

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

A. Share of Common Elements. Each Unit shall have an equal undivided one-twenty-seventh interest in the Common Elements, Limited Common Elements and the Common Surplus, and shall bear an equal one-twenty-seventh portion of the Common Expenses.

B. Membership in the Association. Ownership of a Unit shall entitle the Owner to membership in the Association and an equal interest with all other Owners in the funds and assets of the Association.

C. Easements. Each Unit shall have and is hereby granted, as an appurtenance, easements through or over all Common Expenses (except Limited Common Elements) for ingress, egress and other uses as permitted by this Declaration

ARTICLE IV COMMON ELEMENTS AND SERVICES

4.1 Title. The Common Elements are owned by the Unit Owners in undivided shares, as provided by the Condominium Act.

4.2 Grant of Easements. The Association shall have the right to give reasonable easements over, under, across or through the Common Elements for utilities or other purposes to the greatest extent permitted by the Condominium Act.

4.3 Maintenance. The Association shall be responsible for the management, control and improvement of the Common Elements and shall keep the Common Elements attractive, clean and in good repair. To the extent permitted by the Condominium Act, the Association may provide any other service approved by the Board, subject to any additional approvals required by the Condominium Act. To the extent permitted by the Condominium Act and if approved by the Unit Owners, either by majority vote at a meeting or by written approval of a majority of the Unit Owners, the association may maintain portions of all of the Units in a uniform fashion.

4.4 Management Contracts. The Association may contract with any party for the performance of all or any portion of the management of the Association and the Association's maintenance and repair obligations. The cost of the contract shall be included within the General Assessment as applicable. The Association also may, but is not obligated to, act as agent for an owner, if so requested by that Owner, to contract for routine maintenance and other services not required to be provided by the Association. The terms and conditions of all such contracts shall be at the discretion of the Board.

4.5 Capital Improvements; Additional Common Elements. The Association may make capital improvements to the Common Elements, may purchase additional property to be added to the Common Elements and may modify the uses of the Common Elements. Expenses for substantial capital improvements must be approved in accordance with Section 9.6 herein.

4.6 Damage or Destruction of Common Elements by Owner. If any Owner or any of his guests, tenants, licensees, agents, employees or members of his family damages any of the Common Elements as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage, the cost of which shall be the responsibility of the Owner.

4.7 Services. The Association, by vote of the Board of Directors, may provide various services for the benefit of all owners which may be provided more economically or efficiently on an Association basis, including without limitation, cable television services and pest control service. Except in an emergency, the Board shall give Owners at least thirty (30) days notice of its intent to enter into such a contract, and if a majority of the Owners notify the Association in writing that they oppose such a contract, the Board shall not enter into the contract. The cost of such service may be included in common expenses.

ARTICLE V ASSOCIATION

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

5.2 Exercise of Vote. When more than one person holds an interest in any Unit, all such persons shall be Members. However, the number of votes for that Unit shall not be increased, and the Members must determine among themselves how the Unit's vote may be exercised.

Corporations, partnerships and other entities shall notify the Association of the natural person who shall be considered a Member of the Association and exercise its vote.

5.3 Additional Provisions. Additional provisions concerning the operation of the Association and the board are contained in the Articles and Bylaws. Operation of the Association is at all times subject to the provisions of the Condominium Act so that in the event of conflict between the Declaration, Articles or Bylaws, the Condominium Act shall govern.

ARTICLE VI BOARD OF DIRECTORS

6.1 Board's Responsibility. Except as specifically provided in this Declaration, the Board has been delegated the power, and shall have the authority to act on behalf of the Association and to make all decisions necessary for operation of the Association, enforcement of this Declaration and care of the Common Elements.

6.2 Initial Composition. The Board shall initially consist of at least three persons who shall be originally appointed, as provided in the Articles.

6.3 Election by Owners; Developer. When unit owners other than the Developer own 15% or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of directors of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of directors of an association as set forth in Section 718.301 (1) of the Condominium Act. The Developer shall select the remaining directors and shall have the right to select at least one director as long as the Developer holds for sale in the ordinary course of business at least 5% of the Units.

6.4 Voting Procedure. The member representing each Unit shall have one vote for each seat to be filled. No cumulative voting shall be permitted. The candidates receiving the highest number of votes shall be declared elected.

6.5 Removal. Any Director, except those selected by the Developer, may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all voting interests. A special meeting of the Unit Owners to recall a member or members of the Board of Directors may be called by 10% of the voting interests giving notice of the meeting as required in the Bylaws of the Association. The notice shall state the purpose of the meeting.

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

6.7 Quorum. Voting at a Board meeting requires presence of at least one-half (50%) of the directors, in person or by telephone conference. If applicable law is changed to permit voting by

proxy or any other fashion, such changes in the law shall automatically be included in the Declaration. If applicable law is changed to permit it, any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Board.

6.8 Open Meetings. Meetings of the Board shall be open to all Owners. Notice of all meetings shall be posted conspicuously on the Property at least 48 hours in advance, except in an emergency. If Assessments are to be considered at the meeting, the notice shall describe the nature of the Assessments.

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

ARTICLE VII MEMBERS' MEETINGS

7.1 Decision Making by Owners. As a convenient reference and not as a limitation, actions requiring a vote of the Members, or assent in writing, include the following:

Election of the Board of Directors.....	Section 6.3
Waiver of Adequate Reserves.....	Section 9.3
Approval of General Assessments when Increased 15%.....	Section 9.4
Ratification of Expenditures for Capital Improvements.....	Section 9.6
Repeal of Rules and Regulations adopted by Board.....	Section 12.10
Amendment of the Declaration.....	Section 13.1
Termination of the Declaration.....	Section 14.1
Purchase of Dissenting Owner's Units.....	Section 14.2

7.2 Calling Association Meetings. The Association shall call an annual meeting for the election of members of the Board, and may call additional meetings for informational purposes or whenever any action is required by this Declaration to be taken by vote or assent in writing of the Members.

7.3 Notice. Notice of all meetings must be given to members in accordance with Section 18.4 ("Notices"), the Bylaws and the Condominium Act. Notice of meetings shall be posted in at least one conspicuous place within the Common Elements.

7.4 Quorum. Voting at an Association meeting requires the presence of Members in person or by proxy representing the percentage of votes established by the Board as necessary to transact

business. The Board may revise this percentage from time to time, but in no event shall the required percentage be less than 33% or more than 51%. If applicable law is changed to permit voting by telephone conference or any other fashion, such changes in the law shall automatically be included in this Declaration.

7.5 Action without a Meeting. If permitted by the Board, the membership may approve by written ballot without a meeting for any matter, except those required by the Condominium Act to be decided at a meeting. Ballots shall be mailed or hand delivered to all Members. The Board shall establish for each vote the amount of time to be permitted for voting, which shall be no less than 10 days nor more than 60 days, and all ballots returned within the permitted time shall be counted. The Board may also establish the number of ballots which must be returned for the vote to be valid, within limits required for a quorum.

ARTICLE VIII MAINTENANCE, ALTERATION AND REPAIR

8.1 Association: The Association shall maintain, repair and replace as necessary all parts of the Common Elements, all structural portions of the Limited Common Elements as originally constructed or as modified by the Association, the railings and deck surface or the balconies as originally constructed or as modified by the Association, and any other part of the Condominium which the Board determines shall be maintained, repaired or replaced by the Association, in accordance with uniform policies consistently applied. The Association shall have access to each Unit and Limited Common Elements as necessary for repair or maintenance of any Common Elements or Limited Common Elements, or when necessary to prevent damage to the Common Elements, Limited Common Elements or to another Unit or Units, or for specific portions of the Limited Common Elements or Unit to be maintained by the Association as provided by this Declaration.

8.1A Association: Responsibilities Specific to Stormwater Management System:

A. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system for which a permit encompassing the condominium property described in Section 2.2 of this Declaration has been issued by the St. Johns River Water Management District. Maintenance of the surface water or stormwater management systems(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. John's Johns River Water Management District for the property encompassed by the permit. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

B. In addition, the developer has constructed retention areas on the property for the purpose of managing and containing the flow of excess surface water, if any, found upon

the property from time to time. The Association shall be responsible for the maintenance, operation and repair of said retention areas. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the retention areas to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Management District. Filling, excavation construction of fences or otherwise obstructing the surface water flow in the retention area is prohibited. No alteration of the retention areas shall be authorized and any damage to any retention area, whether caused by natural or human induced phenomena, shall be repaired and the retention area returned to its former condition as soon as possible by the Association.

C. The Association specifically shall have a perpetual non-exclusive system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter any portion of any Unit, the common elements or the limited common elements which is part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

8.2 Owners. Each Owner shall keep all parts of his Unit and Limited Common Elements in good order and free from debris or hazards, shall maintain, repair and replace as necessary all parts of that Owner's Unit and Limited Common Elements (except any portion to be maintained by the Association) and shall be responsible for any damage to any other Unit, the Common Elements or Limited Common Elements or any other part of the building caused by his failure to maintain his Unit or otherwise arising out of any portion of his Unit required to be maintained by him. To prevent water collection and damage and to provide a uniform appearance, an Owner may not paint, carpet, tile, cover or otherwise modify the surface of the balcony or patio deck without the consent of the Association. Each Owner shall promptly report to the Association any defects or necessary repairs for which the Association is responsible.

8.3 Alteration and Improvements. An Owner shall not paint, decorate or otherwise change any portion of the Unit, Limited Common Elements or any other portion of the building which is visible from outside the Unit, without prior written approval of the Association. Neither an Owner or the Association nor any other party shall do anything that will jeopardize the safety or soundness of the building or impair any of the easement established herein without first obtaining unanimous approval in writing of the Owners and Mortgagees of all Units affected by such work. A copy of plans for any 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, and all work must be performed substantially in conformance with the approved plans.

8.4 Interpretation and Policies. The Association may make policies concerning Association and Owner responsibility for maintenance based on reasonable interpretations of this Article VIII, consistently applied.

ARTICLE IX ASSOCIATION BUDGET

9.1 Fiscal Year. The fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Board selects a different fiscal year.

9.2 Budget Items. The budget shall estimate total expenses to be incurred by the Association in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering of all services required or permitted under this Declaration, and specifically shall include expenses for the maintenance and repair of the surface water or stormwater management systems, including but not limited to work within retention areas, drainage structures and drainage easements under a line item "landscape and irrigation". The budget shall also include reasonable amounts, as determined by the Board, for working capital for the Association and for reserves. Fees for professional management of the Association, legal counsel and other professional services may also be included in the budget.

9.3 Reserves. Unless waived by a majority vote of the Members in accordance with the Condominium Act, the Association shall build up and maintain adequate reserves, which shall be included in the budget and collected as part of the annual General Assessment. If the reserves are inadequate for any reason, including nonpayment of any member's assessment, the Board may at any time levy an emergency assessment in accordance with the provisions of Section 10.3 ("Special Assessment").

9.4 Preparation and Approval of Annual Budget.

A. Adoption. At least one month before the end of each fiscal year, the Board shall, by majority vote, adopt a budget for the coming year and set the annual General Assessments at a level sufficient to meet the Budget. At least two weeks before the Board meeting at which the budget is to be considered, the Board shall send to each Member notice of the meeting and a copy of the Budget in reasonably itemized form, which shall include the amount of General Assessments payable by each member.

B. Approval. If General Assessments are to be increased to greater than 115% of the previous year's General Assessment, and at least 10% of the Members request review within thirty (30) days after the Budget is delivered to Members, the Board shall call an Association meeting to present the Budget and to answer any questions. After presentation, the Budget shall be deemed approved unless the percentage required to

transact business is present and a substitute Budget is accepted by a majority of the Members present.

9.5 Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year, or review of the budget under Section 9.4(b), shall not waive or release a Member's obligation to pay General Assessment whenever the amount of such assessments is finally determined. In the absence of any annual Association Budget each member shall continue to pay the assessment at the rate established for the previous fiscal period until notified otherwise.

9.6 Capital Improvements. Substantial capital improvements to the Common Elements (including the purchase of additional property, easements or other use rights) approved by the board must be ratified by the Members as follows:

A. Majority Vote. If the cost of the improvement is more than six percent (6%) of the Association's annual budget, or if, when added to other capital improvements for the fiscal year, totals more than ten percent (10%) of the Association's annual budget, the capital improvement must be approved by majority vote of the Members.

B. Two-Thirds Vote. If the cost of the improvement is more than twenty percent (20%) of the Association's annual budget, or if, when added to other capital improvements for the fiscal year, totals more than twenty-five percent (25%) of the Association's annual budget, the capital improvement must be approved by a two-thirds (2/3's) vote of the Members.

If the substantial capital improvement is approved by the Members, the Board shall determine whether it shall be paid from General Assessments or by Special Assessment. Any repair or replacement of existing improvements shall not be considered a capital improvement.

9.7 Accounts. Reserves shall be kept separate from other Association funds, either in a single account for all reserves or separated by purpose. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

ARTICLE X COVENANTS FOR MAINTENANCE ASSESSMENTS

10.1 Obligation for Assessments. Each Unit is subject to Assessments by the Association for the improvement, maintenance and operation of the Condominium, including the management and administration of the Association, the surface water and stormwater management system, and other Common Expenses as set forth in this Declaration. The Developer, for each Unit owned within the Condominium, hereby covenants, and each Owner of any Unit by acceptance of a deed or other transfer instrument, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following to be known collectively as

“Assessments”:

A. General Assessments for expenses included in the budget. See generally Section 9.2.

B. Special Assessments for the purposes provided in this Declaration, together with a late fee and interest, as established by the Board, and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought. Upon default in the payment of any one or more installments, the Board may accelerate the entire balance of such Assessment, which shall be declared due and payable in full.

10.2 General Assessments. The Board shall set the dates such assessments shall become due and may provide for collection of assessments monthly or, if allowed by statute, in quarterly, semiannual or annual installments.

10.3 Special Assessments. In addition to the General Assessment, the Board may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four succeeding years as follows:

A. Capital Improvements. Any substantial capital improvement which has been approved in accordance with Section 9.6 (“Capital Improvements”) or any capital improvement not required to be approved by the Members may be paid by Special Assessment.

B. Emergency Assessment. By a two-thirds (2/3) vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expenses which this Declaration requires the Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted).

10.4 Effect of Nonpayment of Assessment; Remedies

A. Late Fees; Interest. Any Assessment not paid within five (5) days after the due date shall bear interest at the highest rate allowed by law or at such lower rate as determined by the Board, and may be subject to a late fee as determined from time to time by the Board.

B. Personal Obligation. Any and all Assessments (whether General or Special), together with any late fee, interest and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought (collectively, the “Unit Obligation”) shall be the personal obligation of the person or entity who was the Owner of such Unit at the time when the assessment was levied, and of each subsequent Owner. Each Owner of a Unit, by acceptance or a deed or other transfer document, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay the Association the Assessments established or described in this Article.

C. Creation of Lien. The Unit Obligation shall be a continuing lien upon the Unit against which the Unit Obligation is made. This lien shall be in favor of the Association for the benefit of all Owners, which shall have all remedies available under the Condominium Act.

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

E. Owner's Acceptance. Each Owner, by acceptance of title to a Unit, hereby expressly vests in the Association the right and power to bring all actions against such owner personally for the collection of the Unit Obligation as a debt and to enforce the Unit Obligation by all methods available for the enforcement of liens, including foreclosure brought in the name of the Association in a like manner as foreclosure of a mortgage lien and all rights and remedies under the Condominium Act. Each Owner hereby expressly grants to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the Unit Obligation by abandonment of the Unit.

F. Subordination of the Lien to Mortgagees. The lien of the Unit Obligation shall be inferior and subordinate to the lien of any Mortgage now or hereafter placed upon the Unit only to the extent required by the Condominium Act.

G. Other Remedies. To the extent allowed by law, the Association may prohibit the leasing of a Unit for any period during which any part of the Unit Obligation remains unpaid.

10.5 Certificate of Payment. The treasurer of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board stating whether any assessments are owed by that Owner. Such certificate, when co-signed by the secretary of the Association, may be relied upon by a good faith purchaser or mortgagee as conclusive evidence of payment of any assessment therein stated to have been paid. The Association may charge a reasonable fee for this service.

ARTICLE XI INSURANCE; CASUALTY; CONDEMNATION

11.1 Types of Coverage

A. Casualty Insurance. The Board shall obtain and maintain casualty insurance on that portion of the buildings and other improvements upon the Property for which the Association is responsible. All personal property included in the Common Elements, and such other parts of the Property as may be required by the Condominium Act or approved

by the Board, subject to the provisions of the Condominium Act. To the extent reasonably available, such insurance shall provide extended coverage, vandalism, malicious mischief and windstorm endorsements for full replacement value.

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

C. Director Liability Insurance. The Board may obtain liability insurance insuring against personal loss for actions taken by members of the Board in the performance of their duties. Such insurance shall be of the type and amount determined by the Board in its discretion.

D. Other Coverage. The Board shall obtain and maintain worker's compensation insurance if and to the extent necessary to meet the requirements of law, any other type of insurance coverage required by law and such other insurance as the Board may determine or as may be requested from time to time by a majority of the Owners. The Board may agree to obtain additional insurance coverage to comply with the requirements of the Federal National Mortgage Association, other mortgagees or guarantors of mortgages, and so long as the stated mortgagee or guarantor has an interest in a Unit, the Association shall keep the agreed coverage in effect.

E. Owner's Personal Coverage. Owners are encouraged to obtain at their own expense additional insurance coverage for their Condominium Units, for their own personal property, the contents and portions of the Units for which they are responsible, including that maintained in all storage areas on the Property, and or personal liability. Unless required by statute, the Association insurance policy will not normally insure against damage to coverings for walls, ceilings and floors. In addition, the Association insurance policy may have a substantial deductible before coverage is available.

11.2 Association Rights and Responsibilities

A. Policies. The Association shall hold the master policies of all insurance coverage required or authorized to be obtained by the Association, and copies of all endorsements. A copy of each policy in effect shall be made available for inspection by Owners at reasonable times. If requested to do so by any Mortgagee, the Association shall provide evidence of payment and arrange for the issuance of a certificate of mortgagee endorsement.

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

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

11.3 Repair and Reconstruction after Casualty or Condemnation.

A. Responsibility. Unless the Condominium is terminated in accordance with paragraph D of this section, any damage to the Condominium resulting from fire or other casualty or from condemnation shall be promptly repaired substantially according to the specifications as they existed before the damage, unless the Association approves modification of the design. The responsibility for reconstruction or repair after a casualty or condemnation shall be the same as for maintenance and repair of the Property generally.

B. Common Property. If fire or other casualty or condemnation damages or destroys any of the improvements on the Common Elements, the Board shall arrange for and supervise the prompt repair and restoration of such improvements substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification approved by the Board. The Board shall obtain funds for such reconstruction first from the insurance or condemnation proceeds, then from reserves for the repair and replacement of such improvements, and then from any special assessments that may be necessary after exhaustion of insurance and reserves.

C. Units. Funds to repair casualty or condemnation damage 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 and replacement of the damaged Unit.

D. Termination. If a casualty loss or condemnation causes damage equal to more than one-half (1/2) of the total insurable value of the Condominium, this Condominium may be terminated by consent in writing of two-thirds (2/3) of the Unit Owners if such consent are collected within sixty (60) days of the loss.

ARTICLE XII

USE RESTRICTIONS

12.1 Residential Use. Each Unit shall be used as residential dwelling. An owner may conduct a legal business from his Unit so long as no traffic, noise or fumes are generated, the address of the business is not advertised, no signage is visible from outside the Unit, and the business is permitted by zoning.

12.2 Common Elements. 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, tenants and guests.

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

12.4 Leasing. Leasing of Units is permitted, subject to reasonable regulation by the Board. All leases shall have a lease term of at least nine months; if the lease is terminated for any reason before the end of the nine-month term the Board can prohibit the re-leasing of the Unit until nine months after the beginning of the original lease. The Board may exercise a right to approve or disapprove leases in accordance with the rules and regulations adopted in accordance with this Declaration, and may disapprove any leasing of a Unit while any portion of the Unit Obligation is delinquent.

12.5 No Time Sharing. No time-share ownership of Units is permitted. For this purpose, the term "time-share ownership" shall mean a method of ownership of an interest in a Unit under which the exclusive right of use, possession or occupancy of the Unit circulates among more than six individuals or married couples on a periodically reoccurring basis.

12.6 Nuisances; Other Improper Use.

A. Nuisances; Unlawful use. No nuisance or immoral, improper, offensive or unlawful use shall be permitted to exist or operate on any unit or Common Elements. All laws, building codes, orders, rules, regulations or requirements of any governmental agency having jurisdiction shall be complied with, by and at the sole expenses of the Owner or the Association, whichever shall have the obligation to maintain or repair the affected portion of the Condominium.

B. Insurance. Nothing shall be done or kept on any unit or the Common Elements which will increase the rate of, or result in cancellation of, insurance for the Condominium or an other Unit, or the contents thereof, without the prior written consent of the Association.

C. Soliciting. No soliciting will be allowed at any time within the Condominium.

12.7 Pets. Pets may be kept by an Owner in his Unit but only if such pets do not cause an

unsafe condition or unreasonable disturbance or annoyance. Each Owner shall be held strictly responsible to immediately collect and properly dispose of wastes and litter of his pets. Owners shall be responsible for any damage, destruction or additional maintenance resulting from their pet or their tenant's, guest's or licensee's pet. The Association reserves the right to regulate the number and size of pets; to prohibit the keeping of animals other than customary household pets, which it may define, acting reasonably; to designate specific areas within the Common Elements where pets may be walked and to prohibit pets on other areas; to require pets to be on leash; and to restrict the rights of tenants to keep pets.

12.8 Attractiveness and Safety of Units.

A. Owner's Responsibility. Each Owner shall keep all parts of his Unit in good order and repair and free from debris.

B. Clotheslines; Railings. No clothesline, rack or other clothes-drying apparatus shall be permitted in any part of a Unit where it may be visible from the Common Elements or outside the Building. Towels and other items are not permitted on the balcony railings.

C. Garbage and Trash Containers. All garbage and trash containers must be placed and maintained in accordance with rules and regulations adopted by the Board.

D. Fuel Storage Tanks; Flammables. No fuel, flammables or gas storage tanks may be permitted on any Unit, except that an Owner may keep and maintain a small gas tank for gas barbecues and fireplaces in an area on his Unit specifically approved by the Board.

12.9 Rules and Regulations. The Board may from time to time adopt rules or amend previously adopted rules and regulations governing the details of the operation, use, maintenance and control of the Units, Common Elements and any facilities or services made available to the Owners. Rules and regulations shall take effect immediately upon approval by the Board, or at a later date selected by the Board. If requested by a least 10% of the Members, an Association meeting may be called and any Rule or Regulation may be repealed by majority vote of the Members. A copy of the Rules and Regulations adopted from time to time shall be furnished to each Owner.

12.10 Enforcement.

A. Owner's Responsibility. Each Owner, family members of Owners and Owner's guests and tenants shall conform and abide by the covenants contained in this Declaration and any rules and regulations which may be adopted from time to time by the Board. Each Owner shall be responsible for assuring such compliance, and any violation by family members, guests or tenants may be considered to be a violation by the Owner.

B. Covenants Committee. The Board shall establish a Covenants Committee to hear any complaints of violations of these Covenants or Rules and Regulations adopted by the

Board. Members of the Board may serve on the Covenants Committee.

C. Notice, Hearings and Fines. Any Owner who is believed to be in violation shall be given notice and an opportunity to be heard. Subject to provisions of the Condominium Act, the Covenants Committee shall, after hearing, have the right to charge fines to the greatest extent permitted by the Condominium Act. However, the primary goal of the Covenants Committee is not to punish but to conciliate and resolve problems. The Covenants Committee may suggest or approve dispute resolution agreements and withhold the requirement of paying a fine if the agreement is honored.

D. Tenant Violations. If a tenant is believed to be in violation of the Covenants or Rules and regulations, the Covenants Committee shall notify the Owner and tenant and provide an opportunity for hearing. If the Covenants Committee determines after notice and opportunity for hearing that a tenant has violated the Covenants or Rules and Regulations, the Covenants Committee may assess fines against the Owner as provided in paragraph C. In addition, if the violation continues for ten (10) days after notice to the Owner of the Committee's findings, or if the tenant materially violates the Covenants or Rules and Regulations more than once in any one-year period, the Association, by a two-thirds (2/3) vote of the Board, shall have the right to evict the tenant. Each Owner by acceptance of a deed irrevocably appoints the Association as its agent and attorney-in-fact in such an eviction action. All costs related to such action shall be charged to the Owner. Any Owner whose tenant or tenants (whether under one lease or different leases) violate the Covenants or Rules and Regulations three times in any one-year period may be prohibited from further leasing of his Unit for a period of up to one year.

E. Pets. After notice and hearing, the Covenants Committee may find that a pet causes an unsafe condition or unreasonable disturbance or annoyance as provided in Section 12.7 and may require the owner or tenant to take steps to cure or limit the offensive condition. If such steps are ineffective, if the Owner or tenant fails to cooperate or if the pet is considered to create an unsafe condition, the Covenants Committee may require that an Owner or tenant permanently remove the pet from the Condominium.

F. Additional Remedies. Additional remedies listed in this section are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce the covenants and Rules and Regulations, as described in Section 18.3(B)

ARTICLE XIII AMENDMENTS TO THE DECLARATION

13.1 Method of Amendment.

A. Generally. Except as specifically provided otherwise, this Declaration may be amended at any time by consent in writing of Members holding two-thirds (2/3) of the total voting

power of the Association. After adoption of any such amendment, the president and secretary of the Association shall execute a certificate meeting the requirements of the Condominium Act.

B. By Board. The Board by majority vote may amend this Declaration without the consent or joinder of any party (1) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages; (2) to conform to the requirements of institutional mortgage lenders or title insurance companies; or (3) to correct errors or to clarify any provision of this Declaration.

C. Surface water or stormwater management system. Any amendments which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the St. Johns River Water Management District.

D. Unit Shares. No Amendment shall change any Unit's appurtenant share in the Common Elements unless the Owner and any Mortgagee of that Unit joins in the execution of the amendment and two-thirds (2/3) of the remaining Owners approve it.

E. Effect. Any Amendment adopted in accordance with this Article shall be effective upon recordation in the public records of Duval County, Florida.

13.2 Consent of Mortgagees. This declaration contains provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions are to be construed as covenants for the protection of the mortgagees on which they may rely in making loans secured by a mortgage on a Unit. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies or interests of a Mortgagee shall be effective as against any mortgagee without the prior written consent of Mortgagees holding a lien on two-thirds (2/3) or more of all units encumbered by a mortgage. Any such required consent shall be given promptly and shall not be unreasonably withheld. Any consent not given or denied within 30 calendar days of receipt thereof shall be deemed given for purposes hereof. This section shall not be construed as a limitation upon the rights of the Association or the Owners to make amendments which do not adversely affect the Mortgagees.

ARTICLE XIV TERMINATION

14.1 Termination. The Condominium may be terminated in any of the following ways:

A. Destruction. If following casualty or condemnation it is determined in accordance with section 11.3(D) that the improvements will not be reconstructed, the Condominium will be thereby terminated.

B. Agreement. The Condominium may be terminated at any time by the approval in writing of all the Owners and Mortgagees.

C. Purchase of Dissenting Owner's Units. The Condominium may be terminated by agreement of two-thirds (2/3) of the Unit Owners and purchase of the dissenting Owner's Units, in accordance with Section 14.2.

14.2 Purchase of Dissenting Owner's Units.

A. Approval. 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 Bylaws. If the termination is approved at the meeting by a vote of not less than two-thirds (2/3) of the Owners, the approving Owners shall have an option to buy all (but not less than all) of the Units of the non-approving Owners for the period ending ninety (90) days after 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.

B. Exercise of the Option. The purchase option shall be exercised by delivery of the following instruments in person or by registered mail to each Owner of the Units to be purchased:

1. A certificate executed by the president and secretary of the Association certifying that the motion to terminate the Condominium was approved in accordance with this Article and that the option to purchase is being exercised as to all Units owned by dissenting Owners. The certificate shall state the names of the Owners exercising the option, the Units owned by them, and the Units being purchased by each of them.

2. An agreement to purchase the Unit of the Owner receiving the notice, upon the terms provided in this Article, signed by the purchasing Owner or Owners.

C. Price. The price for each Unit 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 exercise of the option. In the absence of agreement, the price shall be determined by arbitration in accordance with Article XIV ("Arbitration"), except that the arbitrators shall be two MAI-certified real estate appraisers appointed by the American Arbitration Association. If the appraisers cannot reach agreement upon the

market value of the Condominium Unit, then the market value shall be the average of the values reached by the two appraisers. The expense of the arbitration shall be paid by the purchaser.

D. Closing. The sale price shall be paid in cash or upon terms approved by the seller, and the sale shall be closed within thirty (30) days following the determination of the sale price. A judgment of specific performance of the purchase based upon the agreed sales price or determination of the arbitrators may be entered in any court of competent jurisdiction. The closing of the purchase of all of the Units subject to the option shall terminate the Condominium without further act except the filing of the certificate described in Section 14.3.

E. Limitation. If necessary for this section's validity under the Rule Against Perpetuities (Section 689.22 of the Florida Statutes) or similar law, this option shall expire 90 years from the recording of this Declaration, or 21 years from the death of the last lineal descendent of the original purchasers of Units who was alive at the time of recording of this Declaration, or whatever greater time period allowed by law.

14.3 Certificate. The termination of the Condominium in any of the ways described in this Article shall be evidenced by a certificate of the Association executed by the president and secretary in the same manner as for an amendment of this Declaration. The termination shall become effective upon recording of the certificate in the public records of Duval County, Florida.

14.4 Shares of Owners after Termination. After termination of the Condominium, the Owners shall own the Property and all assets of the Association, including the right to insurance proceeds, if any, as tenants in common in undivided shares. The undivided share assigned to each Unit shall be based on the fair market value of the Unit, relative to the other Units in the Condominium, immediately prior to the termination and any casualty or other event precipitating the termination. Relative fair market value shall be determined by an MAI-certified real estate appraiser selected by the Board. Owners' respective Mortgages and lienors shall have Mortgages and liens upon the respective undivided shares of the Owners. Following termination, any Owner may request distribution to him of his proportionate share of all liquid assets of the Association, but Owners shall not have the right to partition the Property and, by their acceptance of their Units under this Declaration, shall be deemed to have waived such right to partition.

ARTICLE XV ARBITRATION

Prior to the institution of court litigation arising out of a dispute between two or more parties, as defined by Section 718.1255(1) of the Florida Statutes, the parties to said dispute shall submit to mandatory nonbinding arbitration as defined by Section 718.1255(4) of the Florida Statutes.

ARTICLE XVI
REGISTER OF OWNERS AND MORTGAGEES; RIGHTS OF MORTGAGEES

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

16.2 Mortgagees' Rights. In addition to the rights stated in this Declaration or as required by the Condominium Act, any registered Mortgagee may, upon written request to the Association:

- A. Be furnished a copy of the most recent financial statement and annual report of the Association;
- B. Be given written notice by the Association of the call of a meeting of the membership to be held for the purpose of considering any proposed amendment to the Declaration, Articles or Bylaws;
- C. Be given notice of any default of sixty (60) days or more in the payment of Assessments with respect to the Unit encumbered by the Mortgage;
- D. Be given an endorsement or certificate evidencing the insurance coverage maintained on the Property by the Association, reflecting the Mortgagee's interest therein, and requiring that the Mortgagee be given notice of any cancellation of that insurance coverage;
- E. Be permitted to examine the books and records of the Association upon reasonable notice during ordinary business hours;
- F. Be provided current copies of the Declaration, Articles, Bylaws and Rules and Regulations concerning the Property, upon payment to the Association of its cost of copying such documents;
- G. Be given written notice of any casualty loss, condemnation or eminent domain proceedings which affect a material portion of the Common Elements, or the Unit encumbered by the Mortgagee's lien; and
- H. Be given written notice of any pending proposal to terminate the Condominium, or

any proposed amendment to the Declaration, Articles or Bylaws which requires consent of a specified percentage of mortgage holders.

ARTICLE XVII DEVELOPER'S RIGHTS AND PRIVILEGES

17.1 Right to Own and Sell. Notwithstanding any other provision of this Declaration, the Developer is irrevocably empowered to sell Units to any person or entity approved by it. The developer shall have the right to transact on the property any business necessary to accomplish 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. A-sales and rental office, model Units, signs and all items pertaining to sale and rentals shall not be considered Common Elements but shall remain the property of the Developer.

17.2 Rights to Change, Divide or Combine Units. The developer may elect to change the interior design and arrangement of Units, make adjustments in the exterior design and footprint of the Buildings and divide or combine one or more units or portions of Units prior to the sale of such Units by the Developer, provided an amendment to this Declaration is first approved, executed and recorded in the manner described in Article XIII ("Amendments to Declaration"), and in compliance with the Condominium Act. The amended Declaration shall also provide that the shares of the Common Elements, Expenses and Surplus applicable to such Unit or Units shall be increased or decreased so that the resulting Unit or Units have shares allocated in the same manner as shares allocated to all other Units in the Condominium.

17.3 Prohibited Actions. So long as the Developer is the owner of record title to any unit held for sale in the ordinary course of business, the following actions require approval in writing from the Developer;

A. Assessment of the Developer as Unit Owner for capital improvements, or

B. Any action by the Association that would be detrimental to the sales of Units by the Developer; provided, however, that an increase in Assessment without discrimination against the Developer shall not be deemed detrimental.

ARTICLE XVIII GENERAL PROVISIONS

18.1 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of a residential condominium of the highest quality. In the event of a conflict between this Declaration and the Articles or Bylaws, this declaration shall govern. If the Articles and Bylaws conflict, the Articles shall govern.

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

18.3 Compliance with Declaration; Enforcement.

A. Owner's Responsibility. Each Owner, family members of Owner and Owner's guests and tenants shall conform and abide by this declaration and any rules and regulations which may be adopted from time to time by the Board. Each Owner shall be responsible for assuring that all persons using that Owner's Unit by, through or under him, so comply.

B. Enforcement. Suit may be brought against any person, persons or entity violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, and against his or its property to enforce any lien created by this Declaration. To enforce this Declaration or the Rules and Regulations, the Association, the Developer or any owner may bring an action for damages, specific performance, declaratory decree or injunction, or any other remedy at law or in equity. In addition, with respect to compliance with the provisions of this Declaration pertaining to surfacewater and stormwater management system, the St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system. The Board shall be empowered to bring suits on behalf of the Association.

C. No Waiver. Failure to enforce any provision of this Declaration or the Rules and Regulations shall not be deemed a waiver of the right to do so any time thereafter.

D. Associations' Legal Fees. Any and all costs, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provision of this Declaration, whether or not suit is brought, shall be charged to the owner against whom such action was taken.

18.4 Notices. Unless otherwise stated herein, any notice required to be sent to the Owner of any Unit under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Unit and, if different, the last known address of the person who appears as Owner of such Unit as that address is stated on the records of the Association at the time of such mailing.

18.5 Governing Law. This Declaration shall be construed in accordance with the laws of the State of Florida.

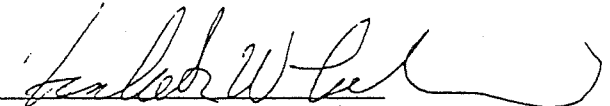
IN WITNESS WHEREOF, the Developer has caused this Declaration of Condominium to be executed as of the day and year written above.

WITNESSES:

FMM DEVELOPMENT GROUP, L.L.C.
A Florida limited liability company

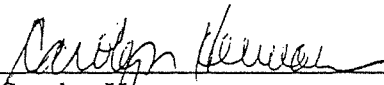

Print: CAROLYN HERMAN


Print: DOUGLAS LEE

By: 
Frederick W. Carlson
Managing Member

STATE OF FLORIDA)
COUNTY OF DUVAL) ss:

The foregoing Declaration was acknowledged before me this 22 day of July, 1999 by Frederick W. Carlson, as Managing Member of FMM Development Group, L.L.C., on behalf of the company. Frederick W. Carlson is personally known to me.


Carolyn Herman
Notary Public, State of Florida

CONSENT AND JOINDER OF MORTGAGEE
TO
DECLARATION
FOR
NORTH PABLO BEACH CONDOMINIUM

Peoples First Community Bank, the owner and holder of a mortgage encumbering the land described in Exhibit A attached to the Declaration of the North Pablo Beach Condominium (mortgagee), which mortgage is recorded in BK 8923, Pg. 2041²⁰⁰⁷⁻, Official Records, Duval County, Florida, does hereby consent to and join in the execution and recording of the said Declaration.

This instrument is executed by the undersigned for the purpose of complying with and pursuant to Section 781.104(4)(m) of the Florida Statutes.

Executed this 23rd day of July, 1999.

WITNESSES:

Sign: [Signature]
Print Name: JOHN C. COX

PEOPLE'S FIRST COMMUNITY BANK

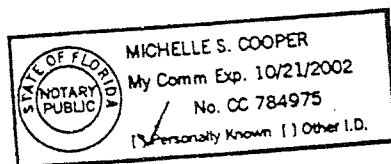
[Signature]
BY: Roger L. Sutton
TITLE: Senior Vice President

Sign: [Signature]
Print Name: Michelle S. Cooper

State of Florida)
County of St. Johns) ss:.

The foregoing instrument was acknowledged before me this 23rd day of July, 1999 by Roger L. Sutton who is personally known to me or who has provided the following as identification:

[Signature]
Notary Public
State of Florida



SURVEYOR'S CERTIFICATE

NORTH PABLO BEACH CONDOMINIUM

The undersigned surveyor, who is certified to practice in the State of Florida, hereby certifies as follows in accordance with Section 718.104(4)(e) of the Florida Statutes:

1. All planned improvements, including, but not limited to, landscaping, utility services and access to the units and common element facilities described in Exhibit A of the Declaration of North Pablo Beach Condominium have been substantially completed.
2. The graphic material (survey, plot plan and floor plans) together with the provisions of the declaration describing the condominium is an accurate representation of the location and dimensions of the improvements.
3. The identification, location and dimensions of the common elements, limited common elements, and each unit can be determined from these materials.

Sign: [Signature]

Print Name: LARRY G. EDDY

Registered Land Surveyor No.: 4144

State of Florida

Seal:

State of Florida
County of Duval)

The foregoing instrument was acknowledged before me this 10th day of August, 1999 by Larry Eddy who is personally known to me or who has provided the following as identification: _____.

[Signature]
Notary Public
State of Florida



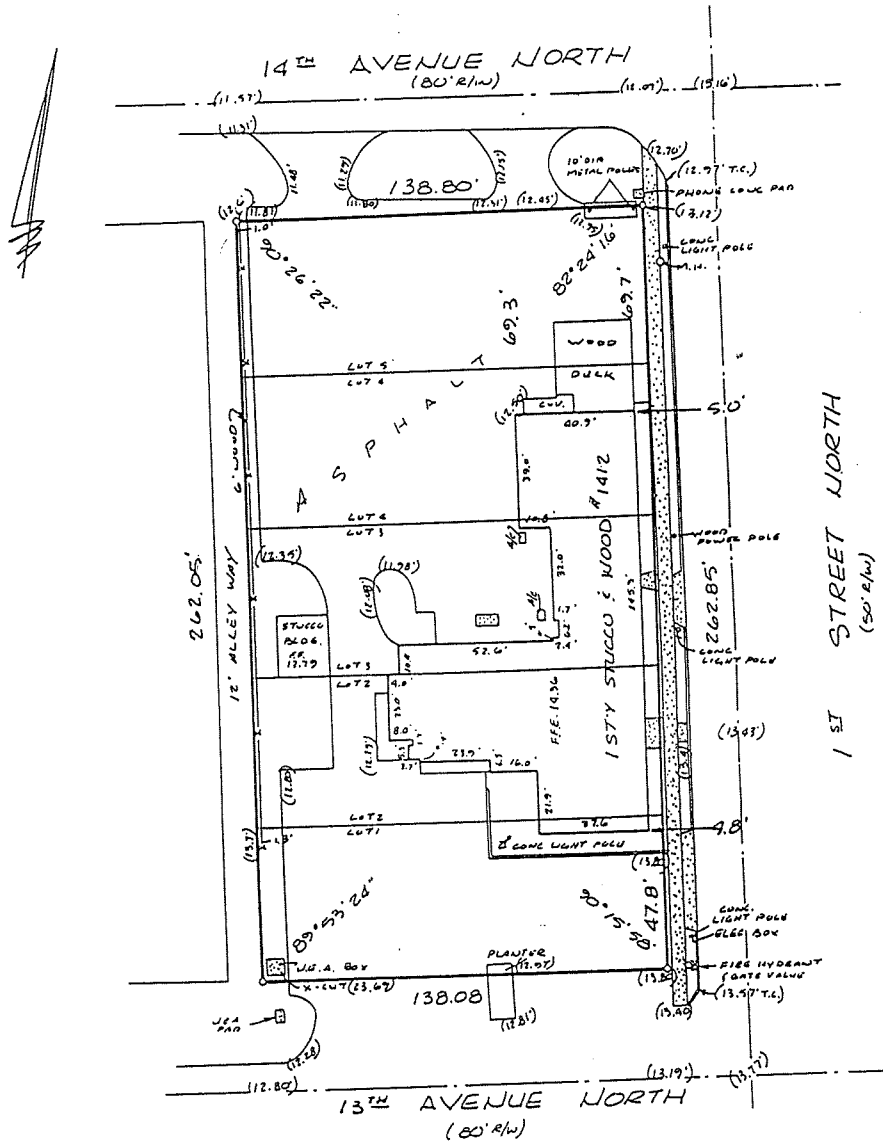
Nancy Marie Culpepper
My Commission CC593984
Expires October 16 2000

MAP SHOWING BOUNDARY SURVEY OF
 LOTS 4, 2, 3, 4 & 5 BLOCK 142 AS SHOWN ON MAP OF

PABLO BEACH NORTH

AS RECORDED IN PLAT BOOK 3 PAGES 28 OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA

CERTIFIED FOR: FMM DEVELOPMENT GROUP LC.; PEOPLES FIRST COMMUNITY
 BANK; STUART TITLE OF JACKSONVILLE; CRABTREE & FALLAR P.A.



V. CERTS 4-20-74

THE PROPERTY SHOWN HEREON APPEARS TO LIE WITHIN FLOOD HAZARD ZONE X AS SCALED FROM FLOOD INSURANCE RATE MAP 1 FOR THE CITY OF JACKSONVILLE, FLORIDA, DATED 4-17-89. AND IS SHOWN AS A COURTESY ONLY AND DOES NOT CONSTITUTE A CERTIFICATION OF SAME.

TRI-STATE LAND SURVEYORS, INC.

8411 BAYMEADOWS WAY SUITE #2, JACKSONVILLE, FLORIDA 32256 (904) 731-7235

LEGEND

- CONC. MON
- IRON COR.
- (SET WITH CAP & LS 4144)
- X- FENCE
- IRON COR. (FOUND)
- ⊗ CROSS CUT
- B.R.L. BUILDING RESTRICTION LINE
- ESW'T EASEMENT
- R/W RIGHT-OF-WAY
- COV. COVERED AREA
- E CENTERLINE
- A/C AIR CONDITIONING PAD
- (R) RADIAL DISTANCE
- CONCRETE

THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.

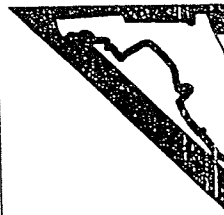
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SCALE: 1" = 40'

DATE: 1-30-98

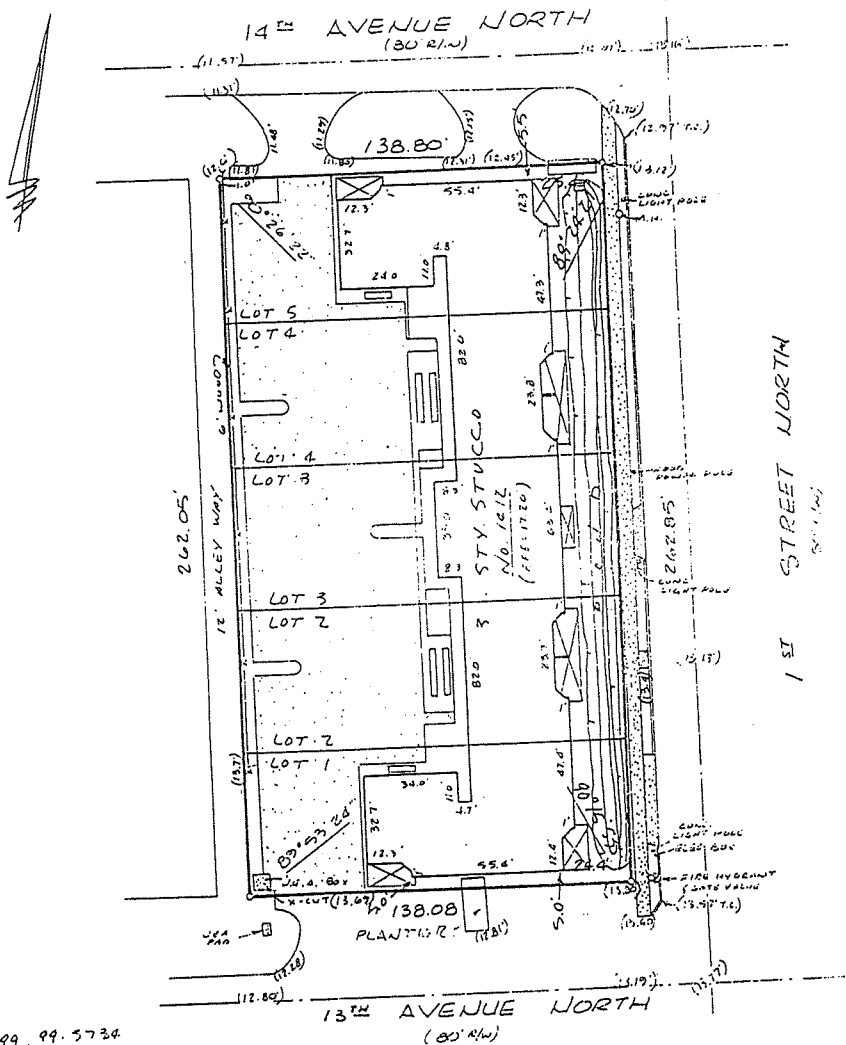
LARRY G. EDDY, P.L.S. No. 4144

REGISTERED SURVEYOR AND MAPPER,
 STATE OF FLORIDA (LB #4921)



MAP SHOWING BOUNDARY SURVEY OF LOTS 1, 2, 3, 4 & 5 BLOCK 142 AS SHOWN ON MAP OF NORTH PALM BEACH CONDOMINIUMS

AS RECORDED IN PLAT BOOK 3 PAGES 20 OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA
 CERTIFIED FOR: FMM DEVELOPMENT GROUP, L.C.; PEOPLES FIRST COMMUNITY
 BANK; STUART TITLE OF JACKSONVILLE; CRABTREE & FALLOWS, P.A.



FINAL 8-9-99, 99-3724
 FOUND. 11-9-98 12603.25
 BLDG. 9-10-98, 98-4196, 645.6
 REV. 6-25-98
 REV. 4-27-98
 REV. CERTS. 1-20-98

THE PROPERTY SHOWN HEREON APPEARS TO LIE WITHIN FLOOD HAZARD ZONE X AS SCALED FROM FLOOD
 INSURANCE RATE MAP 1 FOR THE CITY OF JACKSONVILLE, FLORIDA, DATED 4-7-93 AND
 IS SHOWN AS A COURTESY ONLY AND DOES NOT CONSTITUTE A CERTIFICATION OF SAME.

TRI-STATE LAND SURVEYORS, INC.
 8411 BAYMEADOWS WAY SUITE #2, JACKSONVILLE, FLORIDA 32256 (904) 731-7235

LEGEND

- CONC. W/O
- IRON COR.
- (SET WITH CAP & LS 4144)
- X- FENCE
- IRON COR. (FOUND)
- ⊙ CROSS CUT
- B.R.L. BUILDING RESTRICTION LINE
- ES'N'T EASEMENT
- R/W RIGHT-OF-WAY
- COV. COVERED AREA
- 1 E CENTERLINE
- A/C AIR CONDITIONING PAD
- (H) RADIAL DISTANCE
- CONCRETE

THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL
 OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SCALE: 1" = 40'

DATE: 1-30-98

LARRY G. EDDY, P.L.S. No. 4144

REGISTERED SURVEYOR AND MAPPER,
 STATE OF FLORIDA (LB #4921)

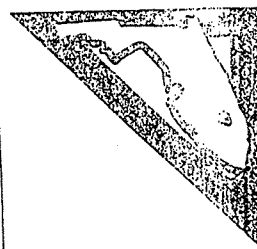
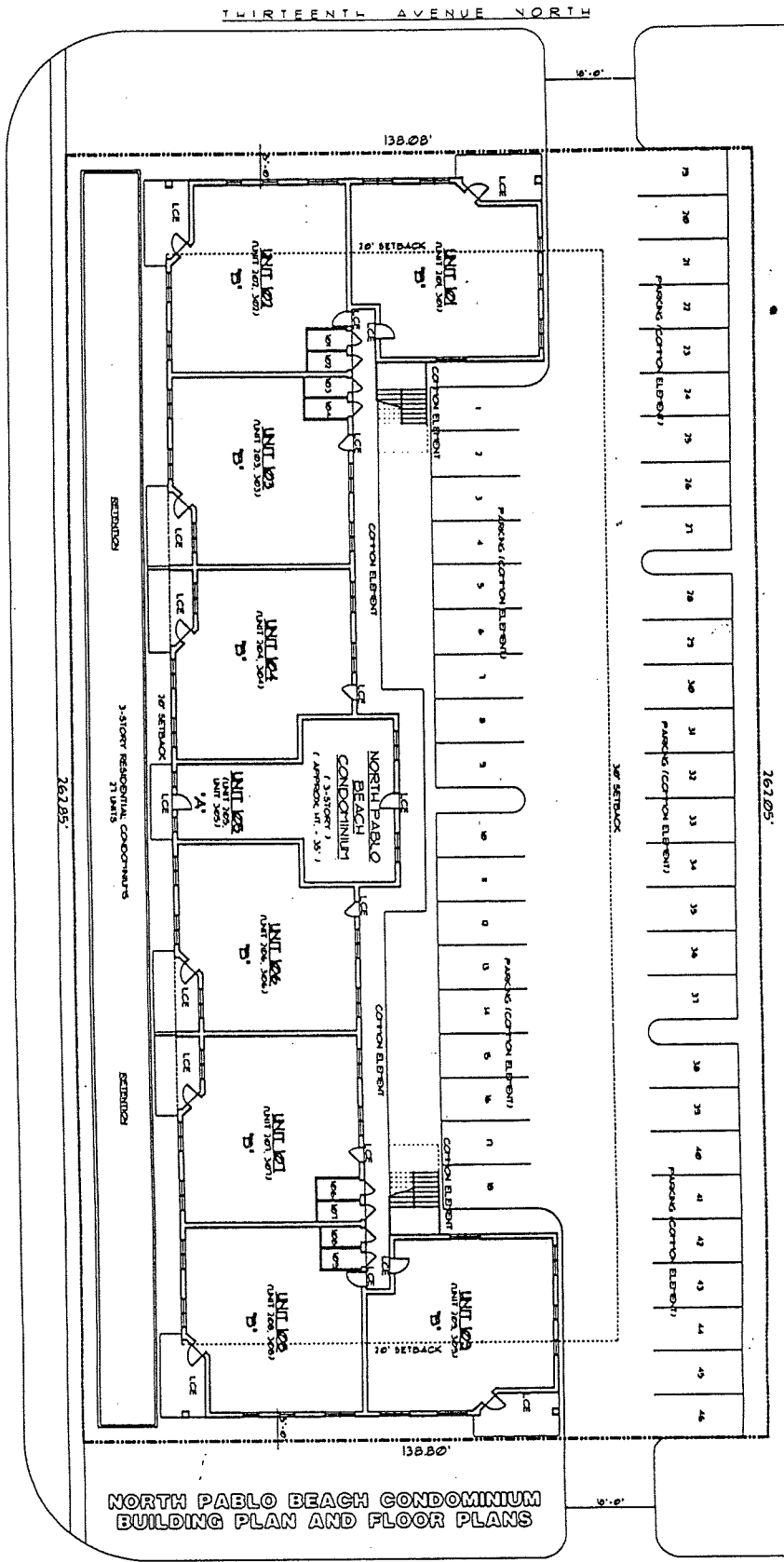


EXHIBIT 'A' TO DECLARATION (PAGE 1 OF 3)
ALL IMPROVEMENTS ARE PROPOSED



NORTH PABLO BEACH CONDOMINIUM
BUILDING PLAN AND FLOOR PLANS

PLOT PLAN



CE - COTTON ELEVATOR
LCE - LIFTED COTTON ELEVATOR



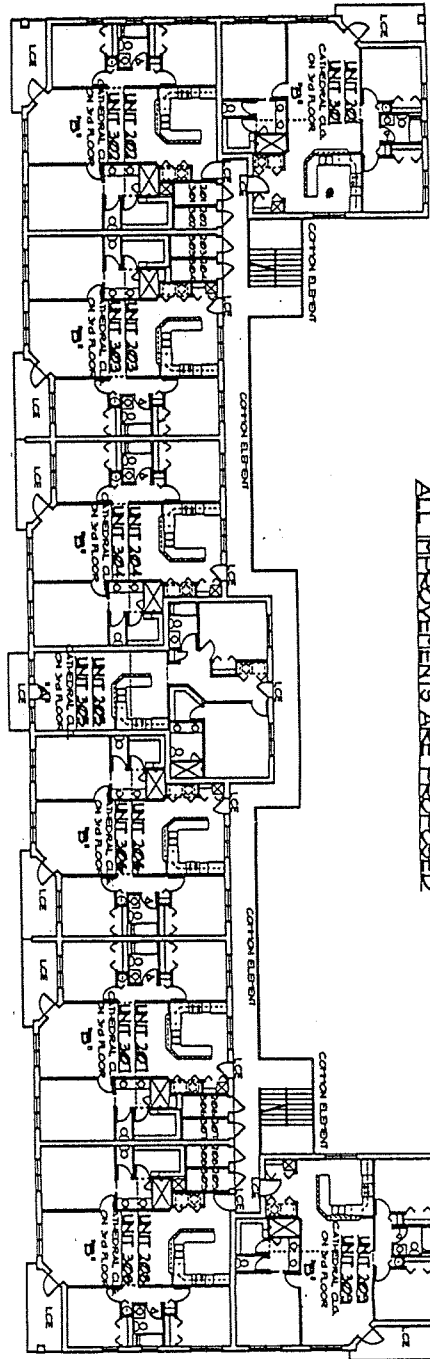
FOURTEENTH AVENUE NORTH

NORTH FIRST STREET

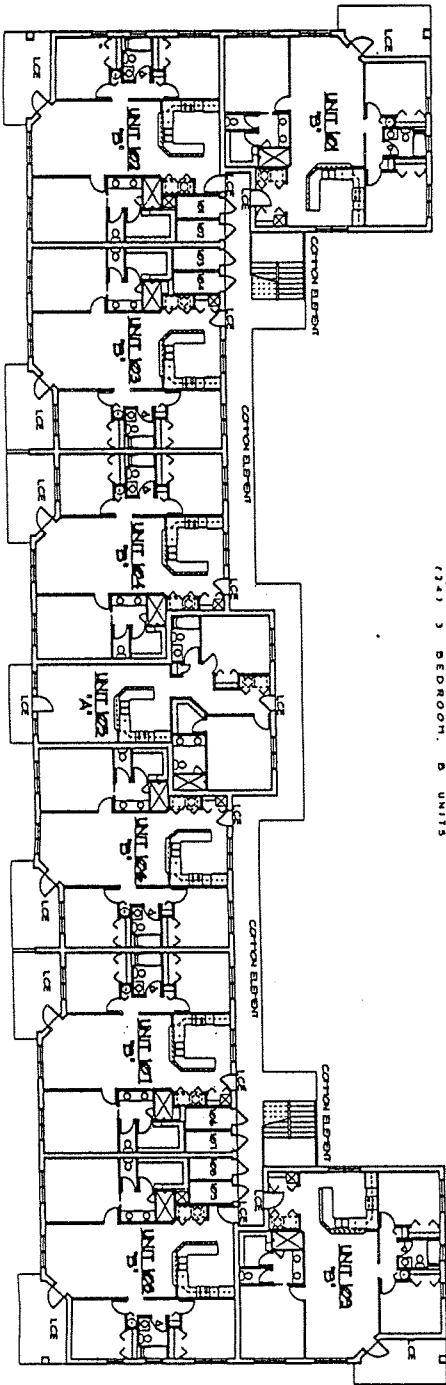
FOURTEENTH AVENUE NORTH

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EXHIBIT 'A' TO DECLARATION (PAGE 3 OF 3)
ALL IMPROVEMENTS ARE PROPOSED



SECOND & THIRD FLOOR PLAN



FIRST FLOOR PLAN

NORTH PABLO BEACH CONDOMINIUM
BUILDING PLAN AND FLOOR PLANS

QTE ARCHITECTURAL DESIGNS 295 18th Avenue North, Jacksonville Beach, Florida 32250 • (904) 770-1144	Award Winning Home Designs Since 1981	DESIGNED FOR RM DEVELOPMENT GROUP, L.C.	© COPYRIGHT 1997	INT. 1 BEDROOM			
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