

DECLARATION OF CONDOMINIUM

FOR

RIVERWOOD BY DEL WEBB CARRIAGE HOME II CONDOMINIUM

Instrument prepared by and after recording return to:

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OF
RIVERWOOD BY DEL WEBB CARRIAGE HOME II CONDOMINIUM

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DECLARATION OF CONDOMINIUM

FOR

RIVERWOOD BY DEL WEBB CARRIAGE HOME II CONDOMINIUM

PULTE HOME COMPANY, LLC, a Michigan limited liability company, successor by conversion of Pulte Home Corporation, a Michigan corporation (the “Developer”) hereby makes this Declaration of Condominium to be recorded in the Public Records of St. Johns County, Florida, and states and declares:

1. SUBMISSION TO CONDOMINIUM OWNERSHIP: The Developer hereby submits the real property described in Exhibit “A” as Phase 1 (“Initial Phase”) and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, located on and intended for use in connection therewith, to the condominium form of ownership and use in the manner provided by Chapter 718, the Florida Condominium Act, as it exists on the date of recordation of this Declaration of Condominium (the “Condominium Act”), excluding therefrom, however, all public utility installations, cable television lines, and other similar equipment, if any, owned by the utilities furnishing services to the Condominium. The real property described in Exhibit “A-1” as Phases 2 through 18 (“Additional Phases”) is not being submitted to condominium ownership by this Declaration of Condominium, but rather is described in order to comply with the requirements of Section 718.403 of the Condominium Act, and may be added pursuant to the provisions of Section 2. This Declaration of Condominium is not effective until it is recorded in the Public Records of St. Johns County, Florida. The covenants and restrictions contained in this Declaration of Condominium shall run with the land and be binding upon and inure to the benefit of all present and future Owners of Condominium Parcels. The acquisition of title to a Unit or any other interest in the Condominium Property, or the lease, occupancy, or use of any portion of a Unit or the Condominium Property, constitutes an acceptance and ratification of all provisions of this Declaration of Condominium as amended from time to time, and an agreement to be bound by its terms.

2. DESCRIPTION OF IMPROVEMENTS: SURVEY AND PLANS:

2.1 Survey and Plot Plans. Attached hereto and made a part hereof as Exhibit “B”, is a site plan of the land being submitted to the Condominium, as well as other land which may be submitted in future Phases, and a plot plan with the floor plans for the Initial Phase, which graphically describes the improvements in which Units in the Initial Phase are located, including their identification numbers, locations and approximate dimensions, and also attached as included within Exhibit “B” is a survey of the land. The Initial Phase, as represented in the survey Exhibit has been certified by a Florida Registered Land Surveyor indicating statutory compliance with Section 718.104 of the Condominium Act (also included in Exhibit “B”). The legal description of a Unit consists of the identifying number of such Unit as shown on Exhibit “B”.

2.2 Reservation of Right to Add Additional Phases and Description of Phases of the Condominium. The Developer may and hereby reserves the right to develop the Condominium in up to 18 phases, to be designated as Phases 1 through 18. All land that may become a part of the Condominium is situated in St. Johns County, Florida. There will be no time-share estates created with respect to any of the phases that are or might be developed as part of the Condominium.

A. Initial Phase. The Initial Phase is declared and submitted to the Condominium pursuant to this Declaration of Condominium as set forth in Section 1.

B. Additional Phases. Until 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to Section 718.104(4)(e) of Condominium Act or the recording of an instrument that transfers title to a Unit which is not accompanied by a recorded assignment of Developer rights in favor of the grantee of such Unit, whichever occurs first, the Developer has and hereby reserves the right to amend this Declaration of Condominium, by recording in the Public Records of St. Johns County, Florida, an amendment or amendments executed solely by the Developer, submitting to the condominium form of ownership, and expanding the Condominium to include any of the Additional Phases of the Condominium legally described in Exhibit "A-1" attached hereto. The addition of the Additional Phases is optional by the Developer. Notwithstanding the foregoing, the Unit Owners in the Condominium may extend the 7 year period pursuant to Section 718.403(1)(b) and (c) of the Condominium Act.

C. Effect on Condominium Documents. If and when any of the Additional Phases are submitted to the Condominium, all definitions and provisions of the Condominium Documents apply to all Units, Common Elements and Limited Common Elements in such Additional Phase(s) except for descriptions and size of particular Units, Common Elements and Limited Common Elements which may differ.

D. Amendment. An amendment to this Declaration of Condominium executed by the Developer pursuant to this Section 2.2 is effective at the time of filing of the amendment in the Public Records of St. Johns County, Florida, and shall be effective and binding on all Unit Owners and Units within the Condominium. The joinder or consent of Unit Owners or mortgagees is not necessary for such an amendment to be effective.

E. No Obligation. The Developer is not obligated to declare and submit the Additional Phases as a part of the Condominium, or to declare them if it declares the Initial Phase to be a part of the Condominium Property. The Developer hereby reserves the right to develop (including as a separate Condominium or Condominiums or separate non-condominium community) or to sell any, all or a portion of the Additional Phases in any manner or to any person or entity free of any restriction hereunder, together with easements for ingress and egress, utilities, stormwater drainage and such other purposes necessary for the development of the Additional Phases, over, under and through the Phases that have been submitted to this Declaration of Condominium.

F. No Rights. Unit Owners in any declared Phase have no rights in any other additional Phase or Phases, unless and until an amendment pursuant to this Section 2.2 is recorded in the Public Records of St. Johns County, Florida with respect to any such Phase(s). If the Condominium is not expanded to include the Additional Phases within the time period described in Section 2.2, the Unit Owners in the property which has then been submitted hereunder (which at that time would contain all of the Units of the Condominium) are entitled to 100% ownership of all Common Elements within such property. If and when the Condominium is expanded to include any or all of the Additional Phases as a part of the Condominium, the Unit Owners in all Phases then submitted will own the Common Elements within all of such Phases. The interest of each Unit Owner in the Common Elements and share of Common Expenses for that Unit consists of a fraction, the numerator of which shall be one and the denominator of which shall be equal to the number of Units actually submitted. The formula for determining the share of ownership of the Common Elements and Common Expenses is illustrated in Exhibit "F". If all Units are submitted, such fraction would be 1/144. Each Unit shall have one vote.

G. Changes. The Developer reserves the right to make non-material changes in the legal description of any Phase.

H. Similar Buildings. Residential buildings and Units which may be added to the Condominium may be substantially different from the residential buildings and Units in the Initial Phase of the Condominium, and from the exhibits to this Declaration of Condominium. The Units may vary in design, shape and structure within the size limitations set forth herein. Any such change, however, will not vary the Unit Owner's share in the Common Elements, Common Surplus or as determined pursuant to this Declaration of Condominium.

I. Description of Initial Phase and Additional Phases; Association Property; and Community Association Property. The maximum number of Units built will be 144. Phase 1, which is the first phase submitted to this Declaration of Condominium, will consist of a minimum and maximum of 8 Units; Phase 2, if submitted, will consist of a minimum and maximum of 8 Units; Phase 3, if submitted, will consist of a minimum and maximum of 8 Units; Phase 4, if submitted, will consist of a minimum and maximum of 8 Units; Phase 5, if submitted, will consist of a minimum and maximum of 8 Units; Phase 6, if submitted, will consist of a minimum and maximum of 8 Units; Phase 7, if submitted, will consist of a minimum and maximum of 8 Units; Phase 8, if submitted, will consist of a minimum and maximum of 8 Units; Phase 9, if submitted, will consist of a minimum and maximum of 8 Units; Phase 10, if submitted, will consist of a minimum and maximum of 8 Units; Phase 11, if submitted, will consist of a minimum and maximum of 8 Units; Phase 12, if submitted, will consist of a minimum and maximum of 8 Units; Phase 13, if submitted, will consist of a minimum and maximum of 8 Units; Phase 14, if submitted, will consist of a minimum and maximum of 8 Units; Phase 15, if submitted, will consist of a minimum and maximum of 8 Units; Phase 16, if submitted, will consist of a minimum and maximum of 8 Units; Phase 17, if submitted, will consist of a minimum and maximum of 8 Units; and Phase 18, if submitted, will consist of a minimum and maximum of 8 Units. The maximum number of buildings, if completed, will be 18.

The Condominium will consist of the following types of Units: A1 and A1 reversed, each with 2 bedrooms and 2 bathrooms, with approximately 1,526 square feet; A2 and A2 reversed, each with 2 bedrooms and 2 bathrooms, with approximately 1,874 square feet; B1 and B1 reversed, each with 2 bedrooms and 2 bathrooms, with approximately 1,463 square feet; and B2 and B2 reversed, each with 2 bedrooms and 2 bathrooms, with approximately 1,951 square feet. The minimum square footage of each Unit shall not be less than 1,400 square feet of living area and the maximum square footage shall not be greater than 2,000 square feet of living area.

Square footages are approximate and subject to construction variations. Each purchaser acknowledges that there are two generally accepted methods of measuring the boundaries of condominium units in residential buildings. The first method is based on the description of the boundaries of the condominium unit, as set forth in a declaration of condominium and only includes the air space within the condominium unit ("Parametrical/Engineering Method"). The second method, which measures a condominium unit to the outside finished surface of exterior walls and to the centerline of interior demising walls, includes portion of the adjacent common elements ("Architectural Method"). The square footage estimate of a condominium unit is generally used in sales materials and is provided to allow a prospective purchaser to compare the Units within units in other condominium projects that use the Architectural Method. The approximate square footages referenced in this Paragraph 2 and Section 2.2(I) of the Declaration of Condominium is based upon the Parametrical/Engineering Method.

Each Phase consists of a building, adjacent driveways and an "apron" of land surrounding that building. Open space that is adjacent to each Phase is located on real property that will be conveyed to the Association ("Association Property"). Certain parking facilities and roads are located on real property that is owned or will be conveyed to Riverwood by Del Webb Community Association, Inc. ("Community Association Property"). The Association Property and the Community Association Property are depicted as

“To Be Conveyed To Association” and “Not A Part Of The Condominium”, respectively, on the condominium plot and survey attached to this Declaration of Condominium as Exhibit “B”.

J. Notice. The Developer shall notify each Unit Owner by certified mail of the election not to add Additional Phases.

3. NAME AND ADDRESS: The name by which the Condominium shall be identified as Riverwood by Del Webb Carriage Home II Condominium (the “Condominium”), and its street address is Orchard Pass Avenue, St. Johns County, Florida.

4. DEFINITIONS: The terms used in this Declaration of Condominium and its exhibits shall have the meanings stated below and in the Condominium Act (as defined above) unless the context otherwise requires.

4.1 "Assessments" means a share of the funds required for the payment of Common Expenses from which time to time is assessed against the Units.

4.2 "Association" means Riverwood by Del Webb Carriage Home II Condominium Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of the Condominium.

4.3 "Association Property" means all property, real or personal, owned or leased by the Association for the use and benefit of the Unit Owners. The Developer intends to

4.4 "Board of Directors" or "Board" means the representative body which is responsible for the administration of the Association’s affairs, and is the same body that is sometimes referred to in the Condominium Act as the “Board of Administration”.

4.5 "Common Elements" means the portions of the Condominium Property not included within the Units.

4.6 "Common Expenses" means all expenses properly incurred by the Association in the performance of its duties, including expenses specified in Section 718.115 of the Condominium Act.

4.7 "Common Surplus" means the amount of all receipts or revenues, including Assessments, rents, or profits, collected by the Association which exceeds Common Expenses.

4.8 "Condominium Documents" means and includes this Declaration of Condominium and all recorded exhibits hereto, and any Rules and Regulations as amended from time to time.

4.9 "Condominium Property" means the land and personal property that is subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

4.10 "Developer" means Pulte Home Company, LLC, a Michigan limited liability company, successor by conversion of Pulte Home Corporation, a Michigan corporation, its successors and assigns as to which the Developer’s rights are specifically assigned. All or any of the rights, privileges, powers, obligations and immunities granted or reserved to the Developer in the Condominium Documents or under the Condominium Act may be assigned by the Developer to any person or entity without the consent of any Unit Owner or any holder of a mortgage secured by any Unit. In the event of the foreclosure of any

mortgage on real property owned by the Developer, or deed in lieu of foreclosure, the person first acquiring title to such interest shall succeed to the rights, powers, privileges and immunities (but not the obligations) of the Developer and shall have the right to assign those rights, powers, privileges, and immunities.

4.11 "Family" or "Single Family" means one natural person (as opposed to an artificial entity); or a group of 2 or more natural persons living together, each of whom is related to each of the others by blood, marriage, legal custody or adoption; or not more than 2 persons not so related, who reside together as a single housekeeping unit, along with their children, if any.

4.12 "Fixtures" means those items of tangible personal property which by being physically annexed or constructively affixed to the Unit have become accessory to it and part and parcel of it, including but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

4.13 "Guest" means any person who is not the Unit Owner or a Tenant or a member of the Unit Owner's or Tenant's Family, who is physically present in, or occupies the Unit on a temporary basis at the invitation of the Unit Owner or other legally permitted occupant, without the payment of consideration.

4.14 "Institutional Mortgagee" means the mortgagee (or its assignee) of a first mortgage against a Condominium Parcel, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration ("VA"), or any agency of the United States of America. The term also refers to any holder of a mortgage against a Condominium Parcel which mortgage is guaranteed or insured by the Federal Housing Administration, the VA, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.

4.15 "Lease" means the grant by a Unit Owner of a temporary right of use of the Owner's Unit for valuable consideration.

4.16 "Limited Common Elements" means and includes those Common Elements that are reserved for the use of a certain Unit or Units to the exclusion of other Units.

4.17 "Occupy" when used in connection with a Unit, means the act of staying overnight in a Unit. "Occupant" is a person who occupies a Unit.

4.18 "Owner" or "Unit Owner" has the same meaning as the term "Unit Owner" as defined in the Condominium Act, except for the purpose of interpreting use and occupancy restrictions related to Units. In cases where Primary Occupants have been designated for a Unit because of its ownership, the words "Unit Owner" refers to the Primary Occupants and not the Unit Owner.

4.19 "Primary Occupants" means the 2 natural persons approved for occupancy, together with their Family, in accordance with Section 14 herein.

4.20 "Rules and Regulations" means those rules and regulations set forth in Exhibit "E" to this Declaration of Condominium as they may be further amended by the Board of Directors, as more particularly described in the Bylaws.

4.21 "Stormwater Management System" means and refers to a system designed, 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 control flooding, overdrainage, environmental degradation and water pollution, or to otherwise affect the quality and quantity of discharge from the system, as permitted pursuant to Chapter 40C-4, 40C-40 or 40C-42, Florida Administrative Code. The Stormwater Management System is part of the Community Association Property.

4.22 "Turnover Date" means and refers to the date upon which Unit Owners other than the Developer elect at least a majority of the seats on the Board of Directors.

4.23 "Unit" means and refers to that portion of the Condominium Property which is subject to exclusive ownership and is referred herein to each of the separate and identified Units referenced in Section 5.1 herein and delineated in Exhibit "B".

4.24 "Voting Interest" means and refers to the arrangement established in the Condominium Documents by which the Owners of each Unit collectively are entitled to one vote in Association matters. The Voting Interest of a particular Unit shall be a fraction, the numerator of which shall be one and the denominator of which shall be the number of Units submitted to the Condominium.

5. UNIT BOUNDARIES:

5.1 Survey, Plot Plans and Floor Plans. Attached to this Declaration of Condominium as Exhibits, and herein designated as Exhibit "B" and incorporated by reference herein, are a survey of the Land and plot plans, which graphically describe the improvements in which Units are located, and which show all the Units including their identification numbers, locations and approximate dimensions and the Common Elements and Limited Common Elements.

5.2 Unit Boundaries. Each Unit shall include that part of the building that lies within the following boundaries:

A. Upper Boundaries. The upper and lower boundaries of the Unit are the following boundaries, extended to their intersections with the perimeter boundaries:

(1) Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling of the Unit.

(2) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the Unit.

B. Perimeter Boundaries. The perimeter boundaries of the Unit are the vertical planes of the unfinished interior surfaces of the plasterboard walls bounding the Unit as shown in Exhibit "B", extended to their intersections with each other and with the upper and lower boundaries.

C. Interior Walls. No part of the interior partition walls within an apartment shall be considered part of the boundary of a Unit.

D. Apertures. Where there are openings in any boundary, including, without limitation, windows, doors and skylights, the boundaries of the Unit shall extend to the interior unfinished surfaces of the coverings of such openings, and the frameworks thereof.

In cases not specifically covered in this Section 5.2 or in any case of conflict or ambiguity, the

graphic depictions of the Unit boundaries set forth in Exhibit “B”, hereto shall control in determining the boundaries of a Unit, except the provisions of 5.2(D) above shall control over Exhibit “B”.

6. CONDOMINIUM PARCELS: APPURTENANCES AND USE:

6.1 Shares of Ownership. The Condominium will initially contain 8 Units. The Owner of each Unit shall also own an undivided share in the Common Elements and the Common Surplus that is set forth in Exhibit “F” to this Declaration of Condominium.

6.2 Appurtenances to Each Unit. The Owner of each Unit shall have certain rights and own a certain interest in the Condominium Property, including without limitation the following:

A. An undivided ownership share in the Land and other Common Elements and the Common Surplus, as specifically set forth in Section 6.1 above.

B. Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Articles of Incorporation and Bylaws of the Association, attached hereto as Exhibits “C” and “D”, respectively.

C. The exclusive right to use the Limited Common Elements reserved for the Unit, and the right to use the Common Elements.

D. An exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time. An easement in airspace that is vacated shall be terminated automatically.

E. Other appurtenances as may be provided in this Declaration of Condominium and its exhibits.

Each Unit and its appurtenances constitutes a “Condominium Parcel”.

6.3 Use and Possession. A Unit Owner is entitled to exclusive use and possession of his Unit. He is entitled to use the Common Elements in accordance with the purposes for which they are intended, but no use of the Unit or the Common Elements may unreasonably interfere with the rights of other Unit Owners or other persons having rights to use the Condominium Property. No Unit may be subdivided, and no fractional portion may be sold, leased or otherwise transferred. The use, occupancy, alteration, transfer and appearance of the Units, Common Elements and Limited Common Elements shall be governed by the Condominium Documents.

6.4 Riverwood by Del Webb Community Association, Inc. The Condominium is part of a planned unit development known as “Riverwood by Del Webb”, which currently is contemplated to consist of a maximum of 1,940 residential dwellings. The additional development that may occur within Riverwood by Del Webb may consist of additional condominiums and/or planned unit developments operated by condominium associations or homeowners’ associations. The recreational and commonly used facilities available to the residents of Riverwood by Del Webb are operated by Riverwood by Del Webb Community Association, Inc. (“Community Association”). The Declaration of Covenants, Conditions, Restrictions and Easements for Riverwood by Del Webb Community Association was recorded in O.R. Book 2940 at Page 44 of the Public Records of St. Johns County, Florida (“Community Association Declaration”). As used herein, the term “Community Association Documents” means the Community Association Declaration, the Community Association’s Articles of Incorporation, Bylaws, Rules and

Regulations, Design Guidelines and any other exhibits, all as amended from time to time.

Every Unit Owner, by acceptance of a deed to a Unit, acknowledges that, in addition to being subject to and bound by the Condominium Documents, he or she is subject to the Community Association Documents and that he or she is automatically a member of and subject to assessments and charges by the Community Association in accordance with the terms of the Community Association Documents. Each Unit Owner covenants and agrees to pay all Community Association assessments, charges levied against such Owner's Unit by the Community Association, whether billed directly by the Community Association or by the Association on behalf of the Community Association.

6.5 Supremacy of the Community Association Documents. In addition to all of the rights and obligations which have been conferred or imposed upon the Association pursuant to the Association Documents, the Association shall be entitled to exercise any of the rights conferred upon it and shall be subject to all of the obligations imposed upon it pursuant to the Community Association Documents. The Association shall also be subject to all superior rights and powers that have been conferred upon the Community Association pursuant to the Community Association Documents. The Association shall take no action in derogation of the rights of the Community Association.

6.6 Cumulative Effect; Conflict. The provisions of the Association Documents shall be cumulative with the provisions of the Community Association Documents; however, in the event of conflict between or among the provisions of the Association Documents and the Community Association Documents, the latter shall be superior to those of the Association. The foregoing priorities shall not prevent enforcement by the Association of provisions or rules that are stricter than those of the Community Association, nor shall they prevent the Association or Unit Owners from exercising all of the powers, obligations and rights set forth in the Condominium Act.

6.7 Voting on Community Association Matters. Unit Owners shall vote on Community Association matters in the manner set forth in the Community Association Documents.

6.8 Tolomato Community Development District. The Condominium is within and subject to the jurisdiction of the Tolomato Community Development District ("District"). The District is a special purpose form of local government established and existing pursuant to Chapter 190, Florida Statutes. The CDD was established to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain certain community infrastructure systems, facilities and services for storm water management and drainage, including roadways, parks and recreation, water and sewer facilities and such other systems, facilities and services as are allowed by Chapter 190, Florida Statutes.

THE TOLOMATO COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC SYSTEMS, FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

6.9 Nocatee DRI. The Condominium is part of a master planned community known as Nocatee, the development of which is authorized by a development order pursuant to Resolution No. 2001-30 (the "DRI") and Planned Unit Development Ordinance No. 2002-46 (the "PUD") approved by the County Commission of St. Johns County, Florida, as amended from time to time. The Condominium is

subject to the terms and conditions of the DRI and PUD, as amended from time to time.

6.10 Stormwater Management System.

A. Blanket Drainage System. The plan for the development of Riverwood by Del Webb includes the construction of a Stormwater Management System (“SMS”), in accordance with all applicable permits issued by the St. John River Water Management District (“SJRWMD”) which may include, without limitation, retention lakes, swales, conduits, weirs, pipes, pumps, berms and access easements to the SMS, all of which may be within the Condominium Property and Association Property. The Developer reserves for itself, its successors and assigns, and grants to the Association, the Community Association and their designees, a perpetual, non-exclusive easement over and across any areas of the SMS that are located within the Common Elements and the Association Property for the drainage of stormwater from the Condominium Property and the Association Property and any adjacent land and for access to operate, maintain and repair the SMS.

B. Maintenance. The Community Association shall operate, maintain and repair the SMS as set forth in the Community Association Declaration in a manner consistent with SJRWMD Permit Nos. 40-031-87432-4 and 40-031-87432-1, Army Corps of Engineers Permit No. SAJ-2003-1267-MRE and applicable SJRWMD rules. In the event that the Community Association ceases to exist or fails to fulfill its obligations with respect to the SMS, the Association shall operate, maintain and manage the portion of the SMS located within the Condominium Property or the Association Property in a manner consistent with the above-referenced permits and SJRWMD rules and shall assist in the enforcement of the Declaration of Condominium which relate to the SMS. The Community Association will levy and collect adequate assessments against Unit Owners for the cost of operation, maintenance and management of the SMS. In the event that the Community Association ceases to exist or fails to fulfill its obligations with respect to the SMS, the Association shall levy and collect Assessments against Unit Owners for the costs of operation, maintenance and management of the portion of the SMS located within the Condominium Property or the Association Property.

THE ASSOCIATION AND THE DEVELOPER MAKE NO REPRESENTATIONS WITH RESPECT TO LAKE WATER LEVELS.

C. Rights of SJRWMD. SJRWMD has the right to take enforcement action, including a civil action for an injunction and penalties against the Association to compel it to correct any outstanding problems with the SMS or in any wetland, mitigation or conservation areas under the responsibility or control of the Association, in the event that the Association is obligated to assume responsibilities with respect to the SMS as set forth in subsection B. above.

7. COMMON ELEMENTS: EASEMENTS:

7.1 Definition. The Common Elements include, without limitation:

A. The Land.

B. All portions of the building and other improvements outside the Units, including all Limited Common Elements.

C. Easements through each Unit for conduits, ducts, plumbing, wiring and other facilities for furnishing utility services to other Units or the Common Elements.

D. An easement of support in every portion of the Condominium which contributes to the support of a building.

E. The fixtures and installations required for access and utility services to more than one Unit or to the Common Elements.

7.2 Easements. Each of the following easements and easement rights is reserved through the Condominium Property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration of Condominium, may not be revoked and shall survive the exclusion of any land from the Condominium. None of these easements may be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of Unit Owners with respect to such easements.

A. Utility and other Easements. The Association, subject to the prior written consent of the Developer, which consent shall be required so long as the Developer holds Units for sale in the ordinary course of business, has the power, without the joinder of any Unit Owner, to grant, modify or move easements such as electric, gas, cable television, or other utility or service easements, or relocate any existing easements, in any portion of the Common Elements or Association Property, and to grant easements or relocate any existing easements in any portion of the Common Elements or Association Property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium or for the general health or welfare of the Unit Owners. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Units. The Association, subject to the Developer's prior written consent, as described above may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred. In connection with the foregoing, bills of sale may be granted for items of personal property owned or governed by the Association.

B. Encroachments. If any Unit encroaches upon any of the Common Elements or upon any other Unit for any reason other than the intentional act of the Unit Owner, or if any Common Element encroaches upon any Unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

C. Ingress and Egress. A non-exclusive easement shall exist in favor of each Unit Owner and occupant, their respective Guests, Tenants, licensees and invitees for pedestrian and vehicular traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use, and for pedestrian and vehicular traffic over, through and across such portions of the Common Elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public way.

D. Construction; Maintenance. The Developer (including its agents designees, contractors, successors and assigns) shall have the right, but not the obligation, in its and their sole discretion, from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, of any improvements or Units located or to be located thereon, and for repair, replacement and maintenance purposes where the Association fails to do so.

E. Sales Activity. The Developer, its designees, successors and assigns, shall have the right to use any Units and parts of the Common Elements for model apartments and sales offices, to show model apartments and the Common Elements to prospective purchasers and Tenants of the Units, and to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease. These

rights shall also include the right to use Units and parts of the Common Elements to advertise and promote residential communities and clubs other than the Condominium. The Developer shall retain all rights set forth in this Section 7.2.E. as long as the Developer offers Units for sale in the ordinary course of business.

F. Community Association. The Common Elements and Association Property, and all Unit Owners and occupants of any Units, shall be subject to and benefited by those easements more particularly described in the Community Association Documents and any plats now or hereafter recorded.

7.3 Restraint Upon Separation and Partition. The undivided share of ownership in the Common Elements and Common Surplus appurtenant to a Unit cannot be conveyed or separately described. As long as the Condominium exists, the Common Elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred except as an appurtenance to the Units. However, the foregoing shall not prevent the Association from pledging, assigning or otherwise encumbering Assessments as collateral for a loan.

8. LIMITED COMMON ELEMENTS:

8.1 Description of Limited Common Elements. Certain Common Elements have been reserved for the use of a particular Unit or Units, to the exclusion of the other Units. The Limited Common Elements and the Units to which their exclusive use is appurtenant, are as described in this Declaration of Condominium and as further identified on the survey and plot plan attached hereto as Exhibit "B". In the event of a conflict between the depiction of Limited Common Elements in Exhibit "B" and this Declaration of Condominium, Exhibit "B" shall control. The Developer will assign the exclusive right to use the following Common Elements that are (in addition to any other portions of the Common Elements designated as Limited Common Elements in Exhibit "B"), hereby designated as Limited Common Elements:

A. Air Conditioning and Heating Equipment. All equipment, fixtures and installations located outside of a Unit, which furnish air conditioning or heating exclusively to that Unit, shall be Limited Common Elements, and shall be maintained, repaired and replaced by, and solely at the expense of, the Owner of the Unit, except as otherwise provided in Section 11.4 below.

B. Lanai. Any lanai that is attached to and serves only one Unit shall be a Limited Common Element. Responsibility for the maintenance, repair and replacement of lanais is set forth in Section 11.3 below.

C. Garage. Any garage that is attached to and serves only one Unit shall be a Limited Common Element. Responsibility for the maintenance, repair and replacement of garages is set forth in Section 11.3 below.

D. Others. Any part of the Common Elements that is connected to or exclusively serves a single Unit, and is specifically required in Section 11 of this Declaration of Condominium to be maintained, repaired or replaced by or at the expense of the Unit Owner, shall be deemed a Limited Common Element appurtenant to that Unit, whether specifically described above or not. This paragraph includes windows, screens and doors, including all hardware therefor.

8.2 Exclusive Use; Transfer of Use Rights. The exclusive use of a Limited Common Element is an appurtenance to the Unit or Units to which it is designated or assigned. The right of exclusive use of each Limited Common Element passes with the Unit to which it is assigned, whether or not separately described, and cannot be separated from the Unit.

9. ASSOCIATION. The operation of the Condominium is by Riverwood by Del Webb Carriage Home II Condominium Association, Inc., a Florida corporation not for profit, which shall perform its function pursuant to the following:

9.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit "C".

9.2 Bylaws. A copy of the Bylaws of the Association is attached as Exhibit "D".

9.3 Delegation of Management. The Association may contract for the management and maintenance of the Condominium Property and employ a licensed manager or management company (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds made available by the Association for such purposes. The Association and its Officers however, shall retain at all times the powers and duties provided in the Condominium Act.

9.4 Membership. The Members of the Association shall be the record owners of legal title to the Units, as further provided in the Bylaws.

9.5 Acts of the Association. Unless the approval or affirmative vote of the Unit Owners is specifically made necessary by some provision of the Condominium Act or the Condominium Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the Unit Owners. The Officers and Directors of the Association have a fiduciary relationship to the Unit Owners. A Unit Owner does not have the authority to act for the Association by reason of being a Unit Owner.

9.6 Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act and the Condominium Documents. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium Property and Association Property. The Association may impose fees for the use of Common Elements or Association Property if such use fees relate to expenses incurred by a Unit Owner having temporary, exclusive use of the Common Elements or Association Property. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory or use interests in lands or facilities, whether or not the lands or facilities are contiguous to the lands of the Condominium, for the use and enjoyment of the Unit Owners, provided that such action is approved by a majority of the Voting Interests. The acquisition of additional real property by the Association shall not be deemed a material change in the appurtenances to the Units. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties.

9.7 Official Records. The Association shall maintain its Official Records as required by law. The records shall be open to inspection by Members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the Member seeking copies.

9.8 Purchase of Units. The Association has the power to purchase one or more Units in the Condominium, and to own, lease, mortgage, or convey them, such power to be exercised by the Board of Directors. There shall be no limitation on the Association's right to purchase a Unit at a foreclosure sale resulting from the Association's foreclosure of its lien for unpaid Assessments and to receive a

Certificate of Title from the Clerk of Court, or to take title by deed in lieu of foreclosure.

9.9 Acquisition of Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as otherwise provided in Section 9.8 above, the power to acquire ownership interests in real property shall be exercised by the Board of Directors, but only after approval by at least a majority of the Voting Interests.

9.10 Disposition of Property. Any property owned by the Association, whether real, personal or mixed, may be mortgaged, conveyed, leased or otherwise encumbered or disposed of by the same authority as would be required to acquire it pursuant to Sections 9.8 and 9.9 above.

9.11 Roster. The Association shall maintain a current roster of all Unit Owners and their mailing addresses, Unit identifications, and, if known, telephone numbers based upon information supplied by the Unit Owners. The Association shall also maintain the electronic mailing addresses and facsimile numbers designated by Unit Owners for receiving notice by electronic transmission, but only for those Unit Owners who have consented to receive Association notices by electronic transmission. The electronic mailing addresses and facsimile numbers of a Unit Owner shall be removed from the Association's official records when consent to receive notice by electronic transmission is revoked. However, the Association is not liable for the inadvertent disclosure of the electronic mail address or the facsimile number for receiving electronic transmission of notices. In the absence of the Unit Owner's written consent, the roster shall not include any address other than as provided to fulfill the Association's notice requirements, with the exception of the Unit's address.

9.12 Limitation on Liability. Notwithstanding its duty to maintain and repair Condominium or Association Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or Unit Owners or other persons.

9.13 Merger of Association. The Members may vote to merge the Association with another condominium association, in the manner required by Florida law. As long as the Developer offers Units in the Condominium for sale in the ordinary course of business, the Association shall not be merged with any other condominium association without the Developer's prior written consent, which consent may be denied in the Developer's absolute discretion.

10. ASSESSMENTS AND LIENS: The Association has the power to levy and collect Assessments against each Unit and Unit Owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association. This power includes both "regular" Assessments for each Unit's share of the Common Expenses as set forth in the annual budget, and "special" Assessments for unusual, nonrecurring or unbudgeted Common Expenses. The Association may also levy special charges against any individual Unit for any amounts, other than for Common Expenses, which are properly chargeable against such Unit under this Declaration of Condominium or the Bylaws. Assessments shall be levied and payment enforced, subject to any limitations as provided in the Bylaws, and as follows:

10.1 Common Expenses. Common Expenses include the expenses of operation, maintenance, repair, replacement or insurance of the Common Elements and Association Property, the expenses of operating the Association, and any costs of insurance acquired by the Association under the authority of Section 718.111(11) of the Condominium Act, including the costs and contingent expenses required to participate in a self-insurance fund authorized and approved pursuant to Fla. Statutes Section 624.462 and any other expenses properly incurred by the Association for the Condominium, including amounts

budgeted for the purpose of funding reserve accounts. The cost of water and sewer service to the Units shall be a Common Expense. If the Association contracts for pest control within Units or other bulk services, the cost of such services shall be a Common Expense. If the Association contracts on a bulk basis for communications services as defined in Chapter 202, Florida Statutes, information services or Internet services, the cost of such bulk services is a Common Expense. A contract for communications services as defined in Chapter 202, Florida Statutes, information services or Internet services, must be for a least 2 years. Notwithstanding the foregoing, the Association shall not contract on a bulk basis for the entire Condominium for communications services as defined in Chapter 202, Florida Statutes, information services or Internet services, if such services are provided on a bulk basis by the Community Association.

10.2 Share of Common Expenses. The Owner of each Unit shall be liable for a share of the Common Expenses equal to his share of ownership of the Common Elements and the Common Surplus, as set forth in Section 6.1 above.

10.3 Ownership. Assessments and other funds collected by or on behalf of the Association become the property of the Association; no Unit Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit. No Unit Owner can withdraw or receive distribution of his share of the Common Surplus, except as otherwise provided herein or by law.

10.4 Who is Liable for Assessments. The Owner of each Unit, regardless of how title was acquired, is liable for all Assessments or installments thereon coming due while he is the Unit Owner. Multiple Unit Owners are jointly and severally liable. Except as provided in Section 20.4 below, whenever title to a Condominium Parcel is transferred for any reason, the new Unit Owner is jointly and severally liable with the previous Unit Owner for all Assessments which came due prior to the transfer and remain unpaid without prejudice to any right the new Unit Owner may have to recover from the previous Unit Owner any amounts paid by the new Unit Owner.

10.5 No Waiver or Excuse from Payment. The liability for Assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Elements, by abandonment of the Unit on which the Assessments are made, or by interruption in the availability of the Unit or the Common Elements for any reason whatsoever. No Unit Owner may be excused from payment of his share of the Common Expenses unless all Unit Owners are likewise proportionately excused from payment, except as otherwise provided in Section 10.11 below as to the Developer and in Section 20.4 below as to certain mortgages.

10.6 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon paid on or before 10 days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law. Assessments and installments thereon shall become due, and the Unit Owner shall become liable for said Assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, then to late payment fees, court costs and attorney's fees, and finally to delinquent Assessments. The foregoing is applicable notwithstanding Section 673.3111, Florida Statutes, any purported accord and satisfaction, or any restrictive endorsement, designation, or instruction placed on or accompanying a payment. No payment by check is deemed received until the check has cleared. However, when the check clears, the payment shall be credited as of the date the Association received the check.

10.7 Liens. The Association has a lien on each Condominium Parcel securing payment of past due Assessments, including interest and attorney's fees and costs incurred by the Association incident to the

collection of the Assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit. Except as otherwise provided by Section 718.116 of the Condominium Act, the lien is effective from and shall relate back to the last to occur of the recording of this Declaration of Condominium or the recording of an amendment to this Declaration Condominium creating the Condominium Parcel upon which the lien is recorded. However, as to first mortgages of record, the lien is effective from and after recording of a Claim of Lien in the Public Records of St. Johns County, Florida. The Claim of Lien must state the description of the Condominium Parcel, the amount due, the name of the record Unit Owner, the name and address of the Association and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid Assessments that are due and that may accrue after the Claim of Lien is recorded and through the entry of a final judgment of foreclosure, as well as interest, administrative late fees, and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

If any special Assessment or installment of a regular Assessment as to a Unit becomes more than 30 days past due, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's Assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien is recorded in the Public Records of St. Johns County, Florida. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney's fees and costs as provided by law, and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Unit Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Unit Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose, as required by Section 718.116 of the Condominium Act, or may be sent separately.

10.8 Priority of Lien. The Association's lien for unpaid Assessments shall be subordinate and inferior to the lien of a recorded first mortgage, but only to the least extent required by the Condominium Act, as amended from time to time. The Association's lien shall be subordinate and inferior to the lien of: the Community Association; taxes and assessments (including any District taxes and non-ad valorem assessments), regardless of when the respective taxes, assessments (including any District taxes and non-ad valorem assessments), or liens are recorded. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise expressly provided by law or as set forth above. Any lease of a Unit shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed.

10.9 Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid Assessments in the manner provided in the Condominium Act, and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any lien rights.

10.10 Certificate as to Assessments. Pursuant to Section 718.116(8) of the Condominium Act, within 10 business days after receiving a written or electronic request by a Unit Owner, or his or her designee, or Unit mortgagee, or his or her designee, the Association shall issue an estoppel certificate (sometimes referred to as an "estoppel letter"). The estoppel certificate must be provided by hand delivery, regular mail or e-mail to the requesting party on the date the estoppel certificate is issued. The estoppel certificate shall be substantially in the form set forth in Section 718.116(8) of the Condominium Act. Notwithstanding any limitation on transfer fees contained in Section 718.112(2)(i) of the Condominium Act, the Association or its authorized agent may charge a reasonable fee for the preparation and delivery of the estoppel certificate. The fee shall not exceed the amount permitted by Section 718.116(8) of the Condominium Act. The authority to charge a fee for the preparation and

delivery of an estoppel certificate shall be established by a written resolution adopted by the Board or provided by a written management, bookkeeping, or maintenance contract and is payable upon the preparation of the certificate. If the estoppel certificate is requested in conjunction with the sale or mortgage of a Unit but the closing does not occur and no later than 30 days after the closing date for which the estoppel certificate was sought the preparer receives a written request, accompanied by reasonable documentation, that the sale did not occur from a payor that is not the Unit Owner, the fee shall be refunded to that payor within 30 days after receipt of the request. The refund is the obligation of the Unit Owner, and the Association may collect it from that Unit Owner in the same manner as an Assessment as provided in the Condominium Act. The Association or its authorized agent is not required to provide a prospective purchaser or lienholder with information about the Condominium or the Association other than information or documents required by the Condominium Act to be made available or disclosed. The Association or its authorized agent may charge a reasonable fee to a prospective purchaser, lienholder, or the Unit Owner for providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than information required by law to be made available or disclosed, if the fee does not exceed \$150.00 plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the response. The Association and its authorized agent are not liable for providing such information in good faith pursuant to a written request if the person providing the information includes a written statement in substantially the following form: "The responses herein are made in good faith and to the best of my ability as to their accuracy".

10.11 Developer's Guarantee of Common Expenses. The Developer shall be excused from the payment of its share of the Common Expenses for a period commencing upon the recording of this Declaration of Condominium and ending on the earlier of either: (a) December 31st of the year in which this Declaration of Condominium is recorded; or (b) the Turnover Date (such period of time is referred to as the "First Guarantee Period" and the ending date of the First Guarantee Period is referred to as the "First Guarantee Expiration Date"). However, during the First Guarantee Period, the Developer guarantees that the Assessments levied against each Unit will not exceed \$330.00 per month. The Developer has the option to initiate additional guarantee periods (as described below) by providing notice of such decision to the Association prior to the commencement of the year immediately following the expiration of the prior guarantee period. Notice to the Association of the Developer's option to initiate additional guarantee periods may be evidenced by a notation in the Association's budget for the subsequent year or otherwise. If the Developer has not provided such notice to the Association, then the Developer shall pay its share of Common Expenses for the Units it owns. If it elects, the Developer shall be excused from the payment of its share of the Common Expenses for a period commencing on January 1st of the year subsequent to the year in which this Declaration of Condominium is recorded and ending on the earlier of either: (a) December 31st of the year subsequent to the year in which this Declaration of Condominium is recorded; or (b) the Turnover Date (such period of time is referred to as the "Second Guarantee Period" and the ending date of the Second Guarantee Period is referred to as the "Second Guarantee Expiration Date"). However, during the Second Guarantee Period, the Developer guarantees that the monthly Assessments levied against each Unit will not exceed \$379.50. If it elects, the Developer shall be excused from the payment of its share of the Common Expenses for a period commencing on January 1st of the second year subsequent to the year in which this Declaration of Condominium is recorded and ending on the earlier of either: (a) December 31st of the second year subsequent to the year in which this Declaration of Condominium is recorded; or (b) the Turnover Date (such period of time is referred to as the "Third Guarantee Period" and the ending date of the Third Guarantee Period is referred to as the "Third Guarantee Expiration Date"). However, during the Third Guarantee Period, the Developer guarantees that the monthly Assessments levied against each Unit will not exceed \$436.42. If it elects, the Developer shall be excused from the payment of its share of the

Common Expenses for a period commencing on January 1st of the third year subsequent to the year in which this Declaration of Condominium is recorded and ending on the earlier of either: (a) December 31st of the third year subsequent to the year in which this Declaration of Condominium is recorded; or (b) the Turnover Date (such period of time is referred to as the “Fourth Guarantee Period” and the ending date of the Fourth Guarantee Period is referred to as the “Fourth Guarantee Expiration Date”). However, during the Fourth Guarantee Period, the Developer guarantees that the monthly Assessments levied against each Unit will not exceed \$501.88. If it elects, the Developer shall be excused from the payment of its share of the Common Expenses for a period commencing on January 1st of the fourth year subsequent to the year in which the Declaration of Condominium is recorded and ending on the earlier of either: (a) December 31st of the fourth year subsequent to the year in which the Declaration of Condominium is recorded; or (b) the Turnover Date (such period of time is referred to as the “Fifth Guarantee Period” and the ending date of the Fifth Guarantee Period is referred to as the “Fifth Guarantee Expiration Date”). However, during the Fifth Guarantee Period, the Developer guarantees that the monthly Assessments levied against each Unit will not exceed \$577.16. If it elects, the Developer shall be excused from the payment of its share of the Common Expenses for a period commencing on January 1st of the fifth year subsequent to the year in which the Declaration of Condominium is recorded and ending on the earlier of either: (a) December 31st of the fifth year subsequent to the year in which the Declaration of Condominium is recorded; or (b) the Turnover Date (such period of time is referred to as the “Sixth Guarantee Period” and the ending date of the Sixth Guarantee Period is referred to as the “Sixth Guarantee Expiration Date”). However, during the Sixth Guarantee Period, the Developer guarantees that the monthly Assessments levied against each Unit will not exceed \$663.73. If it elects, the Developer shall be excused from the payment of its share of the Common Expenses for a period commencing on January 1st of the sixth year subsequent to the year in which the Declaration of Condominium is recorded and ending on the earlier of either: (a) December 31st of the sixth year subsequent to the year in which the Declaration of Condominium is recorded; or (b) the Turnover Date (such period of time is referred to as the “Seventh Guarantee Period” and the ending date of the Seventh Guarantee Period is referred to as the “Seventh Guarantee Expiration Date”). However, during the Seventh Guarantee Period, the Developer guarantees that the monthly Assessments levied against each Unit will not exceed \$763.28.

In no event shall any guarantee period extend past the Turnover Date.

During any guarantee period, the Developer and all Units owned by the Developer shall not be subject to Assessment for Common Expenses as provided herein. Instead, the Developer will fund the difference, if any, between Assessments at the guaranteed level and the actual Common Expenses incurred during the guarantee period. If at any time during the guarantee period funds collected from Assessments are not sufficient to provide payment, on a timely basis, of all Common Expenses, the Developer will fund deficits at the time such payment is due.

The guaranteed level of Assessments does not include any assessments or charges that Unit Owners must pay directly to the Community Association pursuant to the Community Association’s governing documents, including the Community Association Declaration. It is possible that the Association may be required to act as a collection agent on behalf of the Community Association. The collection of Community Association assessments and charges shall be considered solely an administrative convenience and shall not affect the Developer’s guaranty obligations.

10.12 Capital Improvements. As long as the Developer holds any Unit for sale in the ordinary course of business the Developer and any Unit owned by the Developer shall be exempt from Assessments for capital improvements unless the Developer gives its approval in writing. The Developer shall also be exempt from any action by the Association which would be detrimental to the sale of Units by the

Developer unless the Developer approves the action in writing.

10.13 Enforcement against Tenants. Subject to the procedures and limitations set forth in Section 718.116(11) of the Condominium Act, if a Unit is occupied by a Tenant and the Unit Owner is delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the Tenant pay to the Association the subsequent rental payments and continue to make such payments until all monetary obligations of the Unit Owner related to the Unit have been paid in full to the Association. The Tenant must pay the monetary obligations to the Association until the Association releases the Tenant or the Tenant discontinues tenancy in the Unit. The Association may issue notice and sue for eviction as if the Association were a landlord if the Tenant fails to pay a required payment to the Association after written demand has been made to the Tenant. However, the Association is not otherwise considered a landlord.

11. MAINTENANCE: LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS. Responsibility for the protection, maintenance, repair and replacement of the Condominium Property, and restrictions on its alteration and improvement shall be as follows (notwithstanding anything to the contrary contained in this Declaration of Condominium, responsibility for items following an insurable event is set forth in Section 15):

11.1 Association Maintenance. The Association is responsible for the protection, maintenance, repair and replacement of all Common Elements and Association Property (other than the Limited Common Elements that are required elsewhere herein to be maintained by the Unit Owner). The cost is a Common Expense. The Association's responsibilities include without limitation:

- A. Electrical wiring up to the circuit breaker panel in each Unit.
- B. Rough plumbing.
- C. All installations, fixtures and equipment located within one Unit but serving another Unit, or located outside the Unit, for the furnishing of utilities to more than one Unit or the Common Elements.
- D. The exterior surface of the exterior doors of each Unit (painting and cleaning).
- E. Fire alarm systems and sprinkler systems (if any).
- F. All exterior building walls.
- G. Railings on balconies.
- I. Painting and cleaning of the exterior surface of exterior garage doors and walls and all structural components of the garage.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a Unit and servicing only that Unit. All incidental damage caused to a Unit or Limited Common Elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a Common Expense. However, the Association shall not be responsible for incidental damage: to any alteration or addition made by a Unit Owner or his predecessor in title; to any item or improvement in the Unit or Limited Common Element that was not part of the standard items or

improvements provided to purchasers by the Developer; to paint, wallpaper, paneling, flooring, balcony screen enclosures, carpet or other items located within a Unit or Limited Common Element which, of necessity, must be cut or removed to gain access to work areas located behind or beneath them; or if the need for the work was caused by the negligence of a Unit Owner, his Family, Tenants, invitees or Guests.

11.2 Unit Owner Maintenance. Except as otherwise set forth in this Declaration of Condominium, each Unit Owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own Unit and certain Limited Common Elements. The Unit Owner's responsibilities include, without limitation:

- A. Maintenance, repair and replacement of screens, hurricane shutters, windows and window glass.
- B. All doors except for the painting and cleaning of the exterior surface of the exterior doors and garage doors.
- C. The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the Unit or serving only the Unit.
- D. The circuit breaker panel and all electrical wiring going into the Unit from the panel.
- E. Appliances, water heaters, smoke alarms and vent fans.
- F. All air conditioning, and heating equipment, thermostats, ducts and installations serving the Unit exclusively.
- G. Carpeting and other floor coverings.
- H. Door and window hardware, locks and weather-stripping.
- I. Shower pans.
- J. The main water supply shut-off valve for the Unit.
- K. Other facilities or fixtures which are located or contained entirely within the Unit and serve only the Unit.
- L. All interior, partition walls which do not form part of the boundary of the Unit.

11.3 Other Unit Owners Responsibilities. The Unit Owner shall have the following responsibilities:

- A. Lanais. With respect to lanais, the Unit Owner who has the right to exclusive use of such Limited Common Element shall be responsible for the day-to-day cleaning and care of the interior surfaces of the walls, floor and ceiling bounding said areas. The Unit Owner shall also be responsible for any fixed glass and sliding glass doors in portions of the entrance way to said areas, if any; and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs. The Unit Owner shall be responsible for maintenance and repair of lanai screens. The Association is responsible for the maintenance, repair and replacement of all exterior walls of the building and the concrete slabs.

B. Interior Decorating. Each Unit Owner is responsible for all decorating within his own Unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

C. Flooring. The installation of ceramic tile or hardwood floors inside Units is restricted to floors installed over adequate sound insulating material meeting specifications approved by the Board. All Unit Owners other than the Developer shall secure written permission of the Board as described in Section 11.12 hereof. The Board reserves the right to inspect the installation to assure compliance. If the Unit Owner fails to give the notice and secure written permission as described in Section 11.12, or does not allow the Board to inspect the installation as it is being made, the Board may, in addition to exercising all the other remedies provided in this Declaration of Condominium, require the Unit Owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending Unit Owner. No indoor-outdoor carpet or river rock may be used on lanais. Tile and its bedding and grout must be of such materials and so applied as to be waterproof.

D. Window Coverings. The covering and appearance of windows and doors whether by draperies, shades, reflective film or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the Rules and Regulations.

E. Modifications and Alterations. If a Unit Owner makes any modifications, installations or additions to his Unit or the Common Elements, the Unit Owner and his successors in title shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the cost of repairing any damage to the Common Elements resulting from such modifications or additions.

F. Use of Licensed and Insured Contractors; Construction Lien Law. Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit or Common Elements, whether with or without Association approval, such Unit Owner shall be deemed to have warranted to the Association and other Unit Owners that his contractor(s) are properly licensed and fully insured and that the Unit Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance. The Unit Owner also agrees to comply with the requirements of Chapter 713, F.S., and to indemnify the Association and other Unit Owners from any construction liens which may attach to Common Elements and which are attributable to work performed by or for the benefit of the Unit Owner.

11.4 Appliance Maintenance Contracts. If there shall become available to the Association a program of contract maintenance for water heaters within Units and/or air-conditioning compressors and/or air handlers serving individual Units, which the Board of Directors determines is to the benefit of the Unit Owners, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be Common Expenses. All maintenance, repairs and replacements not covered by the contracts shall be the responsibility of the Unit Owner.

11.5 Alteration of Units or Common Elements by Unit Owners. Except for the Developer, no Unit Owner shall make or permit the making of any material alterations or substantial additions to his Unit or the Common Elements, or in any manner change the exterior appearance of any portion of the Condominium, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be

installed where visible from outside the Unit, are subject to regulation by the Board of Directors. The installation of hurricane shutters shall be subject to regulation by the Board of Directors. The Board of Directors shall adopt hurricane shutter specifications which shall include required color, style and other factors deemed relevant by the Board of Directors. The Board may not refuse the request of a Unit Owner for a reasonable accommodation for the attachment on the mantel or frame of the door of the Unit Owner of a religious object not to exceed 3” wide, 6” high, and 1.5” deep.

11.6 Alterations and Additions to Common Elements and Association Property. The protection, maintenance, repair, insurance and replacement of the Common Elements and Association Property is the responsibility of the Association and the cost is a Common Expense. Prior to the Turnover Date, the Board of Directors shall have the authority to make material alterations or substantial additions to the Common Elements and Association Property. On and subsequent to the Turnover Date, the Association shall make no material alteration of, nor substantial additions to, the Common Elements or the Association Property during any fiscal year costing more than \$10,000.00 in the aggregate in any fiscal year without prior approval of at least 67% of the Voting Interests. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, replace or insure the Common Elements or Association Property or to comply with any local, state or federal law or regulation also constitutes a material alteration or substantial addition to the Common Elements, prior Unit Owner approval is not required. In all cases, as long as the Developer offers Units for sale in the ordinary course of business, Developer owned Units shall not be subject to Assessment for capital improvements unless the Developer consents in writing.

11.7 Enforcement of Maintenance. If after reasonable notice the Owner of a Unit fails to maintain the Unit or its appurtenant Limited Common Elements as required in this Declaration of Condominium, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the Unit, to the extent such entry is permitted by the Condominium Act.

11.8 Negligence: Damage Caused by Condition in Unit. The Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Common Elements, other Units, or personal property made necessary by his act or negligence, or by that of any member of his Family or his Guests, employees, agents, or Tenants. Each Unit Owner has a duty to maintain his Unit, any Limited Common Element appurtenant to the Unit, and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Elements or the property of other Unit Owners and residents. If any condition, defect or malfunction, resulting from the Unit Owner's failure to perform this duty causes damage to other Units, the Common Elements Association Property or property within other Units, the Owner of the offending Unit shall be liable for the damage.

11.9 Association's Access to Units. Pursuant to Section 718.111(5)(a) of the Condominium Act, the Association has an irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or any portion of a Unit to be maintained by the Association pursuant to this Declaration of Condominium, or as necessary to prevent damage to the Common Elements or to a Unit. The Association may enter an “abandoned” (as such term is defined in Section 718.111(5)(b) of the Condominium Act) Unit to inspect the Unit and adjoining Common Elements; make repairs to the Unit or to the Common Elements serving the Unit, as needed; repair the Unit if mold or deterioration is present; turn on utilities for the Unit; or otherwise maintain, preserve, or protect the Unit and adjoining Common Elements. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment such as fire alarms and sprinkler systems as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the

Association's rights of access to the Unit shall be accomplished with due respect for the rights of privacy and freedom from unreasonable annoyance. Any expense incurred by the Association pursuant to Section 718.111(5)(b) of the Condominium Act is chargeable to the Unit Owner and enforceable as an Assessment pursuant to Section 718.116 of the Condominium Act, and the Association may use its lien authority provided by Section 718.116 of the Condominium Act to enforce collection of the expense. The Association may petition a court of competent jurisdiction to appoint a receiver to lease out an abandoned Unit for the benefit of the Association to offset against the rental income the Association's costs and expenses of maintaining, preserving, and protecting the Unit and the adjoining Common Elements, including the costs of the receivership and all unpaid Assessments, interest, late fees, costs, and reasonable attorney's fees.

11.10 Pest Control. The Association may supply pest control within Units with the cost thereof being part of the Common Expenses. Because the cost of pest control service provided by the Association is part of the Common Expenses, the election of a Unit Owner not to use such service shall not reduce the Assessment imposed upon the Unit Owner and his Unit.

11.11 Board Approval of Alterations or Construction. In all cases in which the Board must approve construction in or alterations to a Unit or the Common Elements requested by a Unit Owner, the Unit Owner shall provide the Board with not less than 30 days written notice of the Unit Owner's intention, together with plans and specifications indicating the proposed construction. The Board shall indicate its approval or disapproval of the proposed construction in writing within such 30 day period. The Board reserves the right to consult with a licensed Florida architect or professional engineer and to pass such costs on to the Unit Owner and to require that any plans and specifications are prepared by a licensed Florida architect or engineer. The Board may extend the time in which it must render its decision by an additional 30 days in the event it determines a licensed Florida architect's or professional engineer's review is necessary.

11.12 Alteration of Boundaries and Appurtenant Dimensions. The Developer reserves the right to change the arrangement of Units, or to alter the boundaries between Units as long as the Developer owns such Units, provided that the Condominium Documents are amended as needed to reflect the changes, which amendments must be approved by a majority of the Voting Interests. In addition, the Board of Directors shall secure the approval of the affected Unit Owners and the holders of liens against such Units.

11.13 Architectural Control by the Community Association. Approval of construction, modification, or alteration of any Unit or Common Element granted by the Board of Directors pursuant to this Declaration of Condominium shall not avoid the need for nor guaranty such approval as may be required by the Community Association Documents. The Community Association Design Guidelines shall take priority over any conflicting provisions adopted by the Association.

12. USE RESTRICTIONS: The use of the Condominium Property shall be in accordance with the following provisions, in addition to those set forth in the Community Association Documents:

12.1. Units. Each Unit shall be occupied by only one Family at any time, as a residence and for no other purpose. No Unit may be occupied by more than 6 persons at any one time. No trade or business may be conducted in or from any Unit, except that a Unit Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements; (c) the business activity involves only telephone calls and correspondence to and from the Unit and does not involve persons coming into the Condominium who do not reside in the Condominium or door-to-door solicitation of occupants of the Condominium; and (d) the

business activity is consistent with the residential character of the Condominium and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other occupants of Units.

The terms “business” and “trade”, as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s Family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

The foregoing prohibitions shall not apply to the Developer’s use of Units as models or sales offices, as elsewhere provided for in this Declaration of Condominium.

The use of a Unit as a public lodging establishment shall be deemed a business or trade use. No Unit may be used on a “time share”, interval ownership or similar basis.

12.2 Housing for Older Persons. Riverwood by Del Webb, in which this Condominium is located, is a community intended for the housing of persons 55 years of age or older, as set forth in detail in Article 6 of the Community Association Declaration. Riverwood by Del Webb is intended as housing for persons 55 years of age or older, as set forth in Article 6 of the Community Association Declaration (Exhibit “10” to this Prospectus). Each occupied Unit shall at all times be occupied by at least one person 55 years of age or older. No person under the age of 19 may occupy a Unit. No one under the age of 19 may reside in a Unit for more than 90 days in any consecutive 12 month period. Anyone under the age of 19 is allowed to visit a Unit, provided that someone 19 years of age or older supervises the person at all times. For purpose of these age restrictions, the words “occupy”, “occupies”, “occupied” or “occupancy” means staying overnight in a Unit for at least 90 days in a consecutive 12 month period. Article 6 of the Community Association Declaration contains detailed additional restrictions consistent with maintaining Riverwood by Del Webb as housing for persons 55 years of age or older.

12.3 Pets. Pursuant to Section 7.21(a) of the Community Association Declaration, Unit Owners are permitted to maintain not more than a total of 2 pets per Unit, provided such pets are: (a) permitted to be kept by applicable laws and regulations (b) not a breed considered dangerous by the Community Association’s board of directors; and (c) dogs or cats only, except for animals typically kept in cages or containers wholly within the Unit, such as small caged birds, fish, lizards, turtles and hamsters. In addition, pit bulls, “wolf hybrids” or other dog prone to or exhibiting aggressive behavior are prohibited, regardless of whether the Community Association’s board of directors considers them to be dangerous breeds. No Unit Owner is permitted to keep a pet in his Unit without the prior written permission of the Association. Such permission in one instance shall not be deemed to institute blanket permission in any other instance and any such permission may be revoked at any time in the sole discretion of the Board. Any pet must be carried or kept on a leash when outside of a Unit. A Unit Owner shall immediately pick up and remove any solid animal waste deposited by his pet. The Unit Owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from having any animal in the Condominium. If a dog or any other animal becomes a source of unreasonable annoyance to other Unit Owners by barking or otherwise, the Unit Owner therefore must cause the problem to be corrected; or if it is not corrected, the Unit Owner, upon written notice by the Association, will be required to remove the animal from the Condominium. Unit Owners may not leave pets unattended in lanais. The Common Elements and Association Property shall not be used to accommodate pets.

12.4 Vehicles and Parking. All vehicles, except those of the Unit Owner’s Guests, shall be kept in the garage or in the driveway adjacent to the Unit. Garage doors shall be kept closed, except for purposes

of ingress and egress. Parking is prohibited on any road owned by or dedicated to the Association, Community Association or the District. All vehicles must be registered with the Community Association. Section 7.19(f) of the Community Association Declaration regulates permissible vehicles. No commercial trucks, vans or other commercial vehicles shall be parked in any parking space without the written consent of the Community Association's board of directors, except in such temporary parking spaces provided for such purposes as may be necessary to effectuate deliveries to the Condominium, the Community Association, Unit Owners, their Family Members, Tenants and Guests. However, it is acknowledged that there are pick-up trucks and vans that are not used for commercial purposes, but are family vehicles. It is not intended that such family vehicles be prohibited. A commercial vehicle is one with signage, lettering or display on it, has equipment affixed to it, or is used in a trade or business. No trailers, campers, commercial vehicles, boat or utility trailers, boats, jet skis, personal watercraft or any watercraft may be parked or stored anywhere on the Condominium Property or Association Property except wholly within the confines of a garage. Motor homes and recreational vehicles are prohibited. All vehicles will be subject to height, width and length restrictions and any other Rules and Regulations and Community Association Rules and Regulations now or hereafter adopted. No person shall conduct maintenance or repair to any motor vehicle, boat, trailer, or other vehicle described above except wholly within the confines of a garage.

B. Not more than a total of 2 vehicles may be parked in the garage and driveway adjacent to the Unit. Golf carts and motorcycles are permitted, but each shall count as a vehicle toward the 2 vehicle limit. All vehicles of Guests exceeding these numerical limits shall be parked in designated "guest parking" areas. Unit Owners and their families shall not park in areas designated for "guest parking", as those are reserved for temporary use.

C. The Developer and its contractors and subcontractors shall be exempt from the restrictions on permissible vehicles to the extent that impermissible vehicles are used for the purposes of constructing, maintaining and marketing the Condominium and the Units.

12.5 Nuisances. No Unit Owner shall use his Unit, or permit to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another Unit, or which would not be consistent with the maintenance of the highest standards for a first class residential Condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each Unit shall be consistent with existing laws and the Condominium Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

12.6 Signs. No Unit Owner other than the Developer may post or display any signs anywhere on the Condominium Property or Association Property, including "For Sale", "For Rent", "Open House", and other similar signs.

12.7 Use of Common Elements. The Common Elements shall not be obstructed, littered, defaced or misused in any manner. Lanais, walkways and stairways shall be used only for the purposes intended, and they shall not be used for hanging or drying clothing, outdoor cooking, cleaning of rugs or other household items, or storage of bicycles or other personal property.

12.8 Rules and Regulations. The Rules and Regulations attached hereto as Exhibit "E" may be amended from time to time by the Board of Directors, subject to the Developer's prior written approval as long as the Developer offers Units for sale in the ordinary course of business, which approval may be denied in the Developer's discretion. Copies of the Rules and Regulations and amendments shall be furnished by the Association to all Unit Owners.

12.9 Water Supply. The Units shall be equipped with dual water lines, one of which shall be

designated to utilize non-potable water. All underground irrigation systems must be connected to the non-potable water line and all spigots on the exterior portion of a structure shall be connected to the potable water line.

12.10 Antennas, Satellite Dishes and Flags. Unit Owners may not install antennas or satellite dishes, except that (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter (b) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter; or (c) antennas or satellite dishes designed to receive television broadcast signals, (“Reception Device”) shall be permitted, provided that the Reception Device is located so as not to be visible from outside the Unit, or is located on the lanai. The Board may require that a Reception Device be painted in order to blend into the appearance of the rest of the building. The installation and display of flagpoles and flags shall be subject to regulation by the Board, but no Unit Owner shall be prevented from displaying a portable, removable United States flag in a respectful manner or official flag of the State of Florida in a respectful manner, or on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, be prevented from displaying in a respectful manner a portable, removable official US Army, Navy, Air Force, Marine Corps or Coast Guard flag not larger than 4.5’ x 6’.

12.11 Developer Exemption. The restrictions set forth in this Section 12 shall not apply to the Developer or to Units owned by the Developer or Units leased to the Developer for use as models except to the extent required by Florida law as of the date of recording of this Declaration of Condominium with respect to the Developer observing restrictions on pets. As set forth in Section 12.4(C) above, the Developer and its contractors and subcontractors shall be exempt from the restrictions on permissible vehicles to the extent that impermissible vehicles are used for purposes of constructing, maintaining and marketing the Condominium and the Units.

12.12 Community Association Use Restrictions and Community Association Rules and Regulations. The use of the Condominium Property and Association Property by the Association and all Unit Owners is governed and limited by the use restrictions described in the Community Association Declaration and the Community Association’s Rules and Regulations, as they may be amended from time to time.

13. LEASING OF UNITS: In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Units by their Unit Owners shall be restricted as provided herein. All leases of Units must be in writing. A Unit Owner may lease only his entire Unit. The Tenant must be a natural person as opposed to an artificial entity such as a corporation, partnership, trust, etc.

13.1 Term of Lease and Frequency of Leasing. Section 7.15 of the Community Association Declaration provides that no lease shall be for a period of less than 12 calendar months. Section 7.15 further provides that it does not apply to the Developer. No subleasing or assignment of lease rights by the Tenant is allowed, except that an artificial entity leasing a Unit from the Developer may sublet or assign its lease rights. No Unit may be leased if the Unit is delinquent in payment of any Assessments. Except for the Developer and Institutional Mortgagees, the Unit Owner leasing the Unit shall promptly notify the Association of each Tenant and other occupants of the Unit and the term of such lease.

13.2 Occupancy During Lease Term. No one but the Tenant, his Family members, and their spouses and Guests may occupy the Unit. A Tenant in residence may not have overnight Guests for more than 10 days in any calendar month, and such Guests must be registered with the manager.

13.3 Occupancy in Absence of Tenant. If a Tenant absents himself from the Unit for any period

of time during the lease term, his Family already in residence may continue to occupy the Unit and may have house Guests subject to the restrictions in Section 13.2 above. If the Tenant and all of the Family members mentioned in the foregoing sentence are absent, no other person may occupy the Unit.

13.4 Regulation by Association. All of the provisions of the Condominium Documents shall be applicable and enforceable against any person occupying a Unit as a Tenant or Guest to the same extent as against the Unit Owner. A covenant on the part of each occupant to abide by the Condominium Documents, designating the Association as the Unit Owner's agent with the authority to terminate any lease agreement and evict the Tenant in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

14. OWNERSHIP OF UNITS. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, ownership of a Unit shall be subject to the following provisions:

14.1 Forms of Ownership:

A. One Unit Owner. A Unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

B. Co-Ownership. Co-ownership of Units is permitted. If the co-Unit Owners are to be other than husband and wife, or 2 individuals who reside together as a single housekeeping unit, the Board shall condition its approval upon the designation by the proposed new Unit Owners of not more than 2 approved natural persons as Primary Occupants. The use of the Unit by other persons shall be as if the primary occupants were the only actual Unit Owners. The intent of this provision is to prevent multiple individuals or families from using a Unit on a transient basis. Any subsequent change in the Primary Occupants shall be treated as a transfer to ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any 12-month period.

C. Ownership by Corporations, Partnerships or Trusts. A Unit may be owned in trust, or by a corporation, partnership or other entity that is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families. The approval of a trust, or corporation, partnership or other entity as a Unit Owner shall be conditioned upon designation by the Unit Owner of not more than 2 natural persons to be the Primary Occupants. The use of the Unit by other persons shall be as if the Primary Occupants were the only actual Unit Owners. Any subsequent change in the Primary Occupants shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any 12-month period. The Developer shall not be required to designate a Primary Occupant for any Unit owned by the Developer.

D. Designation of Primary Occupants. Each Owner of a Unit which is owned in the forms of ownership stated in preceding subsections 14.1(B) and (C) shall designate not more than two Primary Occupants in writing to the Association. If any Unit Owner fails to do so, the Board of Directors may make the initial designation for the Unit Owner, and shall notify the Unit Owner in writing of its action.

E. Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance. In that event, the life tenant shall be the only Member from such Unit, and occupancy of the Unit shall be as if the life tenant was the only Unit Owner. Upon termination of the life

estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all Assessments and charges against the Unit. Any consent or approval required of Members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-Unit Owners for purposes of determining voting and occupancy rights under Section 14.1(B) above.

F. Notification to Association. No conveyance of a Unit, by or to parties other than the Developer and Institutional Mortgagees, shall be valid unless a certificate executed and acknowledged by an Association Officer or agent, stating that all Assessments levied against such Unit have been paid in full, is recorded in the Public Records of St. Johns County, Florida together with the instrument of conveyance. Each new Unit Owner receiving title to a Unit from any party other than the Developer shall notify the Association promptly after becoming a new Unit Owner by delivering a copy of the instrument of conveyance to the Association.

15. INSURANCE: In order to adequately protect the Association and its Members, insurance shall be carried and kept in force at all times in accordance with the following provisions:

15.1 Insurance Obligations as Between Association and Unit Owners. Every property insurance policy issued or renewed to the Association, for the purpose of protecting the Condominium shall provide primary coverage for:

A. All portions of the Condominium Property and Association Property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications.

B. All alterations or additions made to the Condominium Property or Association Property pursuant to Section 718.113(2) of the Condominium Act.

C. The coverage provided to the Association must exclude all personal property within the Unit or Limited Common Elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing, which are located within the boundaries of the Unit and serve only such Unit. Such property and any insurance thereupon is the responsibility of the Unit Owner.

D. A Unit Owner's policy must conform to the requirements of Section 627.714, Florida Statutes, which provides:

(1) Coverage under a Unit Owner's residential property policy must include at least \$2,000.00 in property loss assessment coverage for all Assessments made as a result of the same direct loss to the property, regardless of the number of Assessments, owned by all Members of the Association collectively, if such loss is of the type of loss covered by the Unit Owner's residential property insurance policy, to which a deductible of no more than \$250.00 per direct property loss applies. If a deductible was or will be applied to other property loss sustained by the Unit Owner resulting from the same direct loss to the property, no deductible applies to the loss assessment coverage.

(2) The maximum amount of any Unit Owner's loss assessment coverage that can be assessed for any loss shall be an amount equal to that Unit Owner's loss assessment coverage limit in effect one day before the date of the occurrence. Any changes to the limits of a Unit Owner's coverage for loss assessments made on or after the day before the date of the occurrence are not applicable to such loss.

(3) Regardless of the number of Assessments, an insurer providing loss assessment coverage to a Unit Owner is not required to pay more than an amount equal to that Unit Owner's loss assessment coverage limit as a result of the same direct loss to property.

(4) Every individual Unit Owner's residential property policy must contain a provision stating that the coverage afforded by such policy is excess coverage over the amount recoverable under any other policy covering the same property.

E. All reconstruction work after a property loss must be undertaken by the Association except as otherwise authorized herein. A Unit Owner may undertake reconstruction work on portions of the Unit with the prior written consent of the Board. However, such work may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, or the contract that is used for that purpose. A Unit Owner shall obtain all required governmental permits and approvals before commencing reconstruction.

F. A Unit Owner is responsible for the cost of reconstruction of any portions of the Condominium Property for which the Unit Owner is required to carry property insurance, or for which the Unit Owner is responsible under subsection (H) below, and the cost of any such reconstruction work undertaken by the Association is chargeable to the Unit Owner and enforceable as an Assessment and may be collected in the manner provided for the collection of Assessments pursuant to Section 718.116 of the Condominium Act.

G. Any portion of the Condominium Property that must be insured by the Association against property loss pursuant to Section 15.1(A)-(C) above which is damaged by an insurable event shall be reconstructed, repaired, or replaced as necessary by the Association as a Common Expense. In the absence of an insurable event, the Association or the Unit Owners shall be responsible for the reconstruction, repair, or replacement, as determined by the maintenance provisions of this Declaration of Condominium. All property insurance deductibles and other damages in excess of property insurance coverage under the property insurance policies maintained by the Association are a Common Expense, except that:

(1) A Unit Owner is responsible for the costs of repair or replacement of any portion of the Condominium Property not paid by insurance proceeds if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of this Declaration of Condominium or the Rules and Regulations by a Unit Owner, the members of his Family, Unit occupants, Tenants, Guests, or invitees, without compromise of the subrogation rights of the insurer.

(2) The provisions of paragraph (1) above regarding the financial responsibility of a Unit Owner for the costs of repairing or replacing other portions of the Condominium Property also apply to the costs of repair or replacement of personal property of other Unit Owners or the Association, as well as other property, whether real or personal, which the Unit Owners are required to insure.

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

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

H. The Association is not obligated to pay for any reconstruction or repair expenses due to property loss to any improvements installed by a current or former Owner of the Unit or by the Developer if the improvement benefits only the Unit for which it was installed and is not part of the standard improvements installed by the Developer on all Units as part of original construction, whether or not such improvement is located within the Unit. This does not relieve any party of its obligations regarding recovery due under any insurance implemented specifically for such improvements.

15.2 Association Insurance: Duty and Authority to Obtain. The Association shall use its best efforts to obtain and maintain adequate property insurance to protect the Association, the Association Property, Common Elements and the Condominium Property, which it is required to carry by law and under the Condominium Documents, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Unit Owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure. Adequate property insurance shall be based on the replacement cost of the property to be insured as determined by an independent insurance appraisal or update of a prior appraisal. The replacement cost must be determined at least once every 36 months. When determining the adequate amount of property insurance coverage, the Board may consider deductibles as determined pursuant to Section 718.111 of the Condominium Act. The deductibles must be consistent with industry standards and prevailing practice for communities of similar size and age, and having similar construction and facilities in the locale where the Condominium Property is situated. The deductibles may be based upon available funds, including reserve accounts, or predetermined Assessment authority at the time the insurance is obtained. The Board of Directors shall establish the amount of deductibles based upon the level of available funds and predetermined Assessment authority at a meeting of the Board of Directors in the manner set forth in Section 718.112(2)(e) of the Condominium Act. The insurance required hereunder shall afford the following protection:

15.3 Required Coverage. The Association shall use its best efforts to obtain and maintain adequate insurance covering all of the buildings and the Common Elements as well as all Association Property, in amounts determined annually by the Board of Directors, such insurance to afford the following protection:

A. Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "All Risk" property contract.

B. Flood. If the Condominium is located in a flood zone with respect to which flood insurance is required for a federally insured mortgage on a Unit, the Board of Directors shall obtain flood insurance in amounts deemed adequate by the Board of Directors and mortgagees, as available through the National Flood Insurance Program.

C. Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

D. Directors, Officers and Committee Members Liability Insurance. The Association shall obtain and maintain Directors, Officers and Committee Members Liability Insurance in such amounts and coverages as determined by the Board of Directors from time to time.

E. Association Funds. The Association shall obtain and maintain adequate insurance or

fidelity bonding of all persons who control or disburse funds of the Association, as required by Section 718.111 of the Condominium Act, which shall include the President, Secretary and Treasurer.

15.4 Optional Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and Unit Owners. Some of the more common options include:

- A. Additional flood insurance.
- B. Boiler and Machinery coverage (which may include breakdown on Common Element air conditioning Units).
- C. Broad Form Comprehensive General Liability Endorsement.
- D. Medical Payments.
- E. Leakage, seepage and wind-driven rain.
- F. The Association may maintain Workers' Compensation insurance on at least a minimum premium basis.

15.5 Description of Coverage. A detailed summary of the coverages included in the master policies, and copies of the master policies, shall be available for inspection by Unit Owners or their authorized representatives upon request.

15.6 Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the Association Unit Owners, or their respective servants, agents or Guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

15.7 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the Unit Owners and their respective mortgagees in the following shares:

A. Common Elements. Proceeds on account of damage to Common Elements shall be held in as many individual shares as there are Units, the shares of each Unit Owner being the same as his share in the Common Elements.

B. Units. Proceeds on account of damage within the Units shall be held in undivided shares based on the prorated amount of damage within each damaged Unit as a percentage of the total damage within all Units.

C. Mortgage. If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Unit Owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against Unit or Units, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

15.8 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Unit Owners in the following manner:

A. Cost of Reconstruction or Repair. If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the remaining proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being paid jointly to them.

B. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them.

15.9 Association as Agent. The Association is hereby irrevocably appointed as agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Condominium Property.

16. RECONSTRUCTION OR REPAIR AFTER CASUALTY: If any part of the Condominium Property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

16.1 Damage to Units. Where loss or damage occurs within one or more Units, any Association insurance proceeds received on account of the loss or damage shall be used by the Association to reconstruct, repair or replace the loss or damage for those portions of the Unit(s) that it is required to insure. Any insurance proceeds received by the Association in excess of the cost to repair, reconstruct or replace the loss or damage shall be distributed to the Owner(s) of the damaged Unit(s) in shares as provided in Section 15.7 above.

16.2 Damage to Common Elements-Less than Very Substantial. Where loss or damage occurs to the Common Elements, but the loss is less than “very substantial”, as hereinafter defined, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

A. The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.

B. If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the Common Elements, the Association shall promptly, upon determination of the deficiency, levy a special Assessment against all Unit Owners in proportion to their shares in the Common Elements for the deficiency. Such special Assessments need not be approved by the Unit Owners. The proceeds from the special Assessment shall be added to the funds available for repair and restoration of the property.

16.3 Very Substantial Damage. As used in this Declaration of Condominium, the term “very substantial” damage shall mean loss or damage whereby 67% or more of the Units are rendered uninhabitable. Should such “very substantial” damage occur then the Board and its Officers are authorized, regardless of any other provision herein, to take such action as is reasonably necessary under the circumstances to evacuate or shore-up structures and salvage property, to engage security, to alter the Condominium Property as may be reasonable under the circumstances. The Board shall have the authority

to utilize any and all available Association funds, including reserves, for such purpose. Further, the Board shall:

A. Obtain reliable and detailed estimates of the cost of repair and restoration as soon as is reasonable and practical under the circumstances.

B. Call a membership meeting to be held not later than 60 days after the Board has obtained the estimates, to determine the opinion of the membership with reference to rebuilding or termination of the Condominium, subject to the following:

(1) If the insurance proceeds, reserves and other Association funds available for the restoration and repairs that are the Association's responsibility are sufficient to cover the estimated cost thereof so that a special Assessment exceeding 15% of the total annual budget for the year in which the casualty occurred will not be required, then the Condominium shall be restored or repaired unless at least 80% of the Voting Interests and 51% of the Institutional Mortgagees shall vote for termination, or unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general types of Units, in either of which cases the Condominium shall be terminated.

(2) If the insurance proceeds, reserves and other Association funds available for restoration and repair are not sufficient to cover the estimated cost thereof so that a special Assessment exceeding 15% of the total annual budget for the year in which the casualty occurred will be required, then unless 67% of the Voting Interests and 51% of the Institutional Mortgagees vote in favor of such special Assessment and against termination of the Condominium, it shall be terminated and the property removed from the provisions of the Condominium Act. If 67% of the Voting Interests and 51% of the Institutional Mortgagees approve the special Assessment, the Board of Directors shall levy such Assessment and shall proceed to negotiate and contract for necessary repairs and restoration. The proceeds from the special Assessment shall be added to the funds available for repair and restoration of the property.

(3) All "reserves" referenced above shall be utilized for their intended, restricted purpose unless their use for other purposes is approved in advance by the required vote of the membership specified in Section 718.112 of the Condominium Act.

If any dispute shall arise as to whether "very substantial" damage has occurred, a determination by the Board of Directors shall be binding upon all Unit Owners.

16.4 Application of Insurance Proceeds. It shall be presumed that the first monies disbursed for repair and restoration are from insurance proceeds; if there is a balance left in the funds held by the Association after the payment of all costs of repair and restoration, such balance shall be distributed to the Unit Owners, except as otherwise provided in Section 15.7(C) above.

16.5 Equitable Relief. In the event of damage to the Common Elements which renders any Unit uninhabitable, and the damage is not repaired, reconstructed, or rebuilt within a reasonable period of time under the circumstances, the Owner of the uninhabitable Unit may petition a court for equitable relief, which may include a termination of the Condominium and a partition.

16.6 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building, or according to different plans and specifications approved by the Board or Directors, by the Owners of at least 75% of the Units, and by 51% of the Institutional Mortgagees. Such approvals may not be unreasonably withheld. Approval from the Owners is not required to the extent that deviations from the original plans and specification are required by the

applicable building code(s) in effect at that time.

17. CONDEMNATION:

17.1 Deposit of Awards with Association. The taking of all or any part of the Condominium Property or Association Property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association; and if any fail to do so, a special charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that Unit Owner.

17.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the same manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

17.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special Assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, but the size of the Condominium will be reduced, the Owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty

17.4 Association as Agent. The Association is hereby irrevocably appointed as each Unit Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purposes of realizing just compensation.

17.5 Units Reduced but Habitable. If the condemnation reduces the size of a Unit and the remaining portion of the Unit can be made habitable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

A. Restoration of Unit. The Unit shall be made habitable. If the cost of restoration exceeds the amount of the award, the additional funds required shall be paid by the Owner of the Unit.

B. Distribution of Surplus. The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Unit Owner and mortgagees.

17.6 Unit Made Not Habitable. If the condemnation is of an entire Unit or reduces the size of a Unit so that it cannot be made habitable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

A. Payment of Award. The fair market value of the Unit immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagee(s).

B. Addition to Common Elements. If possible and practical, the remaining portion of the Unit

shall become a part of the Common Elements and shall be placed in condition for use by some or all Unit Owners in a manner approved by the Board of Directors.

C. Adjustment of Shares in Common Elements. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Units. This shall be done by restating the shares of the continuing Units in the Common Elements as percentages of the total of the numbers representing the shares as they existed prior to the adjustment.

D. Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit Owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by special Assessment against Units that will continue as Units after the changes in the Condominium affected by the taking. The Assessments shall be made in proportion to the shares of those Units in the Common Elements after the changes affected by the taking.

E. Arbitration. If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and the Association within 30 days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Unit Owner, the Institutional Mortgagee, if any, and the Association shall each appoint one certified real property appraiser, who shall appraise the Unit and determine the fair market value by computing the arithmetic average of their appraisals of the Unit. A judgment of specific performance upon the fair market value calculated in this way may be entered in any court of competent jurisdiction. Each party shall bear the cost of his own appraiser.

17.7 Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in a manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation, if any. If a Unit is mortgaged, the remittance shall be paid jointly to the Owner and mortgagee(s) of the Unit.

17.8 Amendment of Declaration of Condominium. Any changes in Units and in the Common Elements, in the ownership of the Common Elements, and in the sharing of Common Expenses that are necessitated by condemnation shall be accomplished by amending this Declaration of Condominium. Such amendment must be approved only by a majority of all Directors, and the consent of Unit Owners or mortgagees is not required for any such amendment.

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

18.1 Destruction. If it is determined in the manner provided in Section 16.3 that the building shall not be reconstructed because of “very substantial” damage, the Condominium will be terminated pursuant to Section 718.117 of the Condominium Act.

18.2 Termination Because of Economic Waste or Impossibility. The Condominium may be terminated at any time by a plan of termination approved by at least 67% of the Voting Interests when:

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

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

18.3 Optional Termination. The Condominium may be terminated for all or a portion of the Condominium Property pursuant to a plan of termination approved by the Division of Florida Condominiums, Timeshares and Mobile Homes (“Division”). Before the Association submits the plan of termination to the Division, the plan of termination must be approved by at least 80% of the Voting Interests if not more than 5% of the Voting Interests have rejected the plan of termination by negative vote or by providing written objections thereto. The approval of a plan of termination by the holder of a recorded mortgage lien is not required unless the plan of termination will result in less than the full satisfaction of the mortgage lien affecting the Condominium Parcel. If such mortgagee approval is required and not given, a holder of a recorded mortgage lien who objects to the plan of termination may contest the plan as provided in the Condominium Act. At the time of sale, the lien shall be transferred to the proportionate share of the proceeds assigned to the Condominium Parcel in the plan of termination or as subsequently modified by the Circuit Court. All Voting Interests must be included for the purpose of considering a plan of termination. A Voting Interest may not be suspended for any reason when voting on an optional termination. If 5% or more of the Voting Interests reject a plan of optional termination, a subsequent plan of optional termination may not be considered for 24 months after the date of rejection. All Voting Interests must be included for the purpose of considering a plan of optional termination. A Voting Interest may not be suspended for any reason when voting on an optional termination.

18.4 Plan of Termination. The plan of termination must be a written document executed in the same manner as a deed by Unit Owners having the requisite percentage of Voting Interests to approve the plan and by the termination trustee. A copy of the proposed plan of termination shall be given to all Unit Owners, in the same manner as for notice of an annual meeting, at least 14 days prior to the meeting at which the plan of termination is to be voted upon or prior to or simultaneously with the distribution of the solicitation seeking execution of the plan of termination or written consent to or joinder in the plan. A Unit Owner may document assent to the plan by executing the plan or by consent to or joinder in the plan in the manner of a deed. A plan of termination and the consents or joinders of Unit Owners must be recorded in the Public Records of St. Johns County, Florida. The plan is effective only upon recordation or at a later date specified in the plan. A plan of termination is not an amendment subject to Section 718.110(4) of the Condominium Act. If the plan of termination fails to receive the required approval, the plan shall not be recorded and a new attempt to terminate the Condominium may not be proposed at a meeting or by solicitation for joinder and consent for 18 months after the date that such failed plan of termination was first given to all Unit Owners. If the plan of termination is voted on at a meeting of the Unit Owners, any Unit Owner desiring to reject the plan must do so by either voting to reject the plan in person or by proxy, or by delivering a written objection to the Association before or at the meeting. If the plan of termination is approved by written consent and joinder without a meeting of the Unit Owners, any Unit Owner desiring to object to the plan must deliver a written objection to the Association within 20 days after the date that the Association notifies the non-consenting Unit Owners that the plan of termination has been approved by written action in lieu of a Unit Owner meeting.

The Division shall examine the plan to determine its procedural sufficiency and, within 45 days after receipt of the initial filing, the Division shall notify the Association by mail of any procedural deficiencies or that the filing is accepted. If the notice is not given within 45 days after the receipt of the filing, the plan is presumed to be accepted. If the Division determines that the conditions required by Section 718.117 of the Condominium Act have been met and that the plan complies with the procedural requirements of Section 718.117 of the Condominium Act, the Division shall authorize the termination,

and the termination may proceed.

18.5 Plan of Termination; Required Provisions. The plan of termination must specify:

(A) The name, address, and powers of the termination trustee.

(B) A date after which the plan of termination is void if it has not been recorded.

(C) The interests of the respective Unit Owners in the Association Property, Common Surplus, and other assets of the Association, which shall be the same as the respective interests of the Unit Owners in the Common Elements immediately before the termination.

(D) The interests of the respective Unit Owners in any proceeds from the sale of the Condominium Property. The plan of termination may apportion those proceeds pursuant to any method prescribed in Section 18.7. If, pursuant to the plan of termination, Condominium Property or real property owned by the Association is to be sold following termination, the plan must provide for the sale and may establish any minimum sale terms.

(E) Any interests of the respective Unit Owners in insurance proceeds or condemnation proceeds that are not used for repair or reconstruction at the time of termination.

18.6 Plan of Termination; Optional Provisions; Conditional Termination.

(A) Unless the plan of termination expressly authorizes a Unit Owner or other person to retain the exclusive right to possess that portion of the real estate that formerly constituted the Unit after termination or to use the Common Elements of the Condominium after termination, all such rights in the Unit and Common Elements automatically terminate on the effective date of the termination. Unless the plan expressly provides otherwise, all leases, occupancy agreements, subleases, licenses or other agreements for the use or occupancy of any Unit or Common Elements of the Condominium automatically terminate on the effective date of the termination. If the plan expressly authorizes a Unit Owner or other person to retain exclusive right of possession for that portion of the real estate that formerly constituted the Unit or to use the Common Elements of the Condominium after termination, the plan must specify the conditions of possession.

(B) In a conditional termination, the plan must specify the conditions for termination. A conditional plan does not vest title in the termination trustee until the plan and a certificate executed by the Association with the formalities of a deed, confirming that the conditions in the conditional plan have been satisfied or waived by the requisite percentage of the Voting Interests, have been recorded.

(C) Unless otherwise provided in the plan of termination, at any time before the sale of the Condominium Property, a plan may be withdrawn or modified by the affirmative vote or written agreement of at least the same percentage of Voting Interests in the Condominium as that which was required for the initial approval of the plan.

(D) Upon the discovery of a scrivener's error in the plan of termination, the termination trustee may record an amended plan or an amendment to the plan for the purpose of correcting the error, and the amended plan or amendment to the plan must be executed by the termination trustee in the same manner as required for the execution of a deed.

18.7 Allocation of Proceeds of Sale of Condominium Property.

(A) It shall be presumed that the Common Elements have no independent value but rather that their value is incorporated into the valuation of the Units.

(B) The portion of proceeds allocated to the Units shall be apportioned among the individual Units. The apportionment is deemed fair and reasonable if it is determined by any of the following methods:

(1) The respective values of the Units based on the fair-market values of the Units immediately before the termination, as determined by one or more independent appraisers selected by the Association or termination trustee;

(2) The respective values of the Units based on the most recent market value of the Units before the termination, as provided in the St. Johns County Property Appraiser's records; or

(3) The respective interests of the Units in the Common Elements specified in this Declaration immediately before the termination.

(C) The methods of apportionment in (B) above do not prohibit any other method of apportioning the proceeds of sale allocated to the Units or by any other method of valuing the Units agreed upon in the plan of termination. Any portion of the proceeds separately allocated to the Common Elements shall be apportioned among the Units based upon their respective interests in the Common Elements.

(D) Liens that encumber a Unit shall, unless otherwise provided in the plan of termination, be transferred to the proceeds of sale of the Condominium Property and the proceeds of sale or other distribution of Association Property, Common Surplus, or other Association assets attributable to such Unit in their same priority. The proceeds of any sale of Condominium Property pursuant to a plan of termination may not be deemed to be Common Surplus or Association Property. The holder of a lien that encumbers a Unit at the time of recording the plan must, within 30 days after the written request from the termination trustee, deliver a statement to the termination trustee confirming the outstanding amount of any obligations of the Unit Owner secured by the lien.

(E) The Termination Trustee may set-off against, and reduce the share of, the termination proceeds allocated to a Unit by the amounts set forth in Section 718.117(12)(e) of the Condominium Act.

18.8 Termination Trustee. The Association shall serve as termination trustee unless another person is appointed in the plan of termination. If the Association is unable, unwilling, or fails to act as trustee, any Unit Owner may petition the Circuit Court to appoint a trustee. Upon the date of the recording or at a later date specified in the plan, title to the Condominium Property vests in the trustee. Unless prohibited by the plan, the termination trustee shall be vested with the powers given to the Board of Directors pursuant to this Declaration, the Bylaws and the Condominium Act. If the Association is not the termination trustee, the trustee's powers shall be coextensive with those of the Association to the extent not prohibited in the plan of termination or the order of appointment. If the Association is not the termination trustee, the Association shall transfer any Association Property to the trustee. If the Association is dissolved, the trustee shall also have such other powers necessary to conclude the affairs of the Association.

18.9 Title Vested in Termination Trustee. If termination is pursuant to a plan of termination under Sections 18.2 or 18.3, the Unit Owners' rights and title as tenants in common in undivided interests in the Condominium Property vest in the termination trustee when the plan is recorded or at a later date specified in the plan. The Unit Owners thereafter become the beneficiaries of the proceeds realized from the plan of termination. The termination trustee may deal with the Condominium Property or any interest therein if the plan confers on the trustee the authority to protect, conserve, manage, sell, or dispose of the Condominium Property. The trustee, on behalf of the Unit Owners, may contract for the sale of real property, but the contract is not binding on the Unit Owners until the plan is approved pursuant to Sections 18.2 or 18.3.

18.10 Powers in Connection with Termination. The approval of the plan of termination does not terminate the Association. It shall continue in existence following approval of the plan of termination with all powers and duties it had before approval of the plan. Notwithstanding any provision to the contrary in this Declaration or the Bylaws, after approval of the plan the Board of Directors shall:

- (A) Employ Directors, agents, attorneys, and other professionals to liquidate or conclude its affairs.
- (B) Conduct the affairs of the Association as necessary for the liquidation or termination.
- (C) Carry out contracts and collect, pay, and settle debts and claims for and against the Association.
- (D) Defend suits brought against the Association.
- (E) Sue in the name of the Association for all sums due or owed to the Association or to recover any of its property.
- (F) Perform any act necessary to maintain, repair, or demolish unsafe or uninhabitable improvements or other Condominium Property in compliance with applicable codes.
- (G) Sell at public or private sale or exchange, convey, or otherwise dispose of assets of the Association for an amount deemed to be in the best interests of the Association, and execute bills of sale and deeds of conveyance in the name of the Association.
- (H) Collect and receive rents, profits, accounts receivable, income, Assessments, Special Assessments, or insurance proceeds for the Association.
- (I) Contract and do anything in the name of the Association which is proper or convenient to terminate the affairs of the Association.

18.11 Natural Disasters. If, after a natural disaster, the identity of the Directors or their right to hold office is in doubt, if they are deceased or unable to act, if they fail or refuse to act, or if they cannot be located, any interested person may petition the Circuit Court to determine the identity of the Directors or, if found to be in the best interests of the Unit Owners, to appoint a receiver to conclude the affairs of the Association after a hearing following notice to such persons as the Circuit Court directs. Lienholders shall be given notice of the petition and have the right to propose persons for the consideration by the Circuit Court as receiver. If a receiver is appointed, the Circuit Court shall direct the receiver to provide to all Unit Owners written notice of his or her appointment as receiver. Such notice shall be mailed or delivered within 10 days after the appointment. Notice by mail to a Unit Owner shall be sent to the address used by the St. Johns County Property Appraiser for notice to the Unit Owner. The receiver shall have all powers given to the Board of Directors pursuant to this Declaration, the Bylaws, and Section

718.117(6) of the Condominium Act, and any other powers that are necessary to conclude the affairs of the Association and are set forth in the order of appointment. The appointment of the receiver is subject to the bonding requirements of such order. The order shall also provide for the payment of a reasonable fee to the receiver from the sources identified in the order, which may include rents, profits, incomes, Assessments, or Special Assessments collected from the Condominium Property.

18.12 Reports and Replacement of Receiver The Association, receiver, or termination trustee shall prepare reports each quarter following the approval of the plan of termination setting forth the status and progress of the termination, costs and fees incurred, the date the termination is expected to be completed, and the current financial condition of the Association, receivership, or trusteeship and provide copies of the report by regular mail to the Unit Owners and lienors at the mailing address provided to the Association by the Unit Owners and the lienors. The Unit Owners of an Association in termination may recall or remove members of the Board of Directors with or without cause at any time as provided in Section 718.112(2)(j) of the Condominium Act. The lienors of an Association in termination representing at least 50% of the outstanding amount of liens may petition the Circuit Court for the appointment of a termination trustee, which shall be granted upon good cause shown.

18.13 Notice. Within 30 days after a plan of termination has been recorded, the termination trustee shall deliver by certified mail, return receipt requested, notice to all Unit Owners, lienors of the Condominium Property, and lienors of all Units at their last known addresses that a plan of termination has been recorded. The notice must include the book and page number of the Public Records of St. Johns County, Florida in which the plan was recorded, notice that a copy of the plan shall be furnished upon written request, and notice that the Unit Owner or lienor has the right to contest the fairness of the plan. The trustee, within 90 days after the effective date of the plan, shall provide to the Division a certified copy of the recorded plan, the date the plan was recorded, and the recording information for the plan of termination .

18.14 Right to Contest. A Unit Owner or lienor may contest a plan of termination by initiating a petition for mandatory nonbinding arbitration pursuant to Section 718.1255 of the Condominium Act, within 90 days after the date the plan is recorded. A Unit Owner or lienor may only contest the fairness and reasonableness of the apportionment of proceeds from the sale among the Unit Owners, or that the required vote to approve the plan was not obtained. A Unit Owner or lienor who does not contest the plan within the 90 day period is barred from asserting or prosecuting a claim against the Association, the termination trustee, any Unit Owner, or any successor in interest to the Condominium Property. In an action contesting a plan of termination, the person contesting the plan has the burden of pleading and proving that the apportionment of the proceeds from the sale among the Unit Owners was not fair and reasonable or that the required vote was not obtained. The apportionment of sale proceeds is presumed fair and reasonable if it was determined pursuant to the methods prescribed in Section 718.117(12) of the Condominium Act. The arbitrator shall determine the rights and interests of the parties in the apportionment of the sale proceeds. If the arbitrator determines that the apportionment of sale proceeds is not fair and reasonable, the arbitrator may void the plan or may modify the plan to apportion the proceeds in a fair and reasonable manner pursuant to Section 718.117 of the Condominium Act based upon the proceedings and order the modified plan of termination to be implemented. If the arbitrator determines that the plan was not properly approved, or that the procedures to adopt the plan were not properly followed, the arbitrator may void the plan or grant other relief it deems just and proper. The arbitrator shall automatically void the plan upon a finding that any of the disclosures required by the Condominium Act are omitted, misleading, incomplete or inaccurate. Any challenge to a plan, other than a challenge that the required vote was not obtained, does not affect title to the Condominium Property or the vesting of the Condominium Property in the termination trustee, but shall only be a claim against the proceeds of the plan. In any such action, the prevailing party shall recover reasonable attorney's fees and costs.

18.15 Distribution.

(A) Following termination of the Condominium, the Condominium Property, Association Property, Common Surplus, and other assets of the Association shall be held by the termination trustee, as trustee for Unit Owners and holders of liens on the Units, in their order of priority.

(B) Not less than 30 days before the first distribution, the termination trustee shall deliver by certified mail, return receipt requested, a notice of the estimated distribution to all Unit Owners, lienors of the Condominium Property, and lienors of each Unit at their last known addresses stating a good faith estimate of the amount of the distributions to each class and the procedures and deadline for notifying the termination trustee of any objections to the amount. The deadline must be at least 15 days after the date the notice was mailed. The notice may be sent with or after the notice required by Section 718.117(15) of the Condominium Act. If a Unit Owner or lienor files a timely objection with the termination trustee, the trustee need not distribute the funds and property allocated to the respective Unit Owner or lienor until the trustee has had a reasonable time to determine the validity of the adverse claim. In the alternative, the trustee may interplead the Unit Owner, lienor, and any other person claiming an interest in the Unit and deposit the funds allocated to the Unit in the Circuit Court registry, at which time the Condominium Property, Association Property, Common Surplus, and other assets of the Association are free of all claims and liens of the parties to the suit. In an interpleader action, the trustee and prevailing party may recover reasonable attorney's fees and costs.

(C) The proceeds from any sale of Condominium Property or Association Property and any remaining Condominium Property or Association Property, Common Surplus, and other assets shall be distributed in the following priority:

(1) To pay the reasonable termination trustee's fees and costs and accounting fees and costs;

(2) To lienholders of liens recorded prior to the recording of the original Declaration;

(3) To purchase-money lienholders on Units to the extent necessary to satisfy their liens; however, the distribution may not exceed a Unit Owner's share of the proceeds.

(4) To lienholders of liens of the Association which have been consented to under Section 718.121(1) of the Condominium Act.

(5) To creditors of the Association, as their interests appear.

(6) To Unit Owners, the proceeds of any sale of Condominium Property subject to satisfaction of liens on each Unit in their order of priority, in shares specified in the plan of termination, unless objected to by a Unit Owner or lienor as provided in paragraph (B) above.

(7) To Unit Owners, the remaining Condominium Property, subject to satisfaction of liens on each Unit in their order of priority, in shares specified in the plan of termination, unless objected to by a Unit Owner or a lienor as provided in paragraph (B) above.

(8) To Unit Owners, the proceeds of any sale of Association Property, the remaining Association Property, Common Surplus, and other assets of the Association, subject to satisfaction of liens on each Unit in their order of priority, in shares specified in the plan of termination, unless objected to by a Unit Owner or a lienor as provided in paragraph (B) above.

(D) After determining that all known debts and liabilities of the Association have been paid

or adequately provided for, the termination trustee shall distribute the remaining assets pursuant to the plan of termination. If the termination is by Circuit Court proceeding or subject to Circuit Court supervision, the distribution may not be made until any period for the presentation of claims ordered by the Circuit Court has elapsed.

(E) Assets held by the Association upon a valid condition requiring return, transfer, or conveyance, which condition has occurred or will occur, shall be returned, transferred, or conveyed in accordance with the condition. The remaining Association assets shall be distributed pursuant to paragraph (C) above.

(F) Distribution may be made in money, property, or securities and in installments or as a lump sum, if it can be done fairly and ratably and in conformity with the plan of termination. Distribution shall be made as soon as is reasonably consistent with the beneficial liquidation of the assets.

18.16 Association Status. The termination of the Condominium does not change the corporate status of the Association. The Association shall continue to exist to conclude its affairs, prosecute and defend actions by or against it, collect and discharge obligations, dispose of and convey its property, and collect and divide its assets, but not to act except as necessary to conclude its affairs.

18.17 Creation of Another Condominium. The termination of the Condominium does not bar the filing of a declaration of condominium or an amended and restated declaration of condominium by the termination trustee affecting any portion of the same property.

19. ENFORCEMENT:

19.1 Duty to Comply; Right to Sue. Each Unit Owner, his Tenants and Guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act and the Condominium Documents. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a Unit Owner against:

- A. The Association;
- B. A Unit Owner;
- C. Directors appointed by the Developer, for actions taken by them prior to the time control of the Association is assumed by Unit Owners other than the Developer;
- D. Any Director who willfully and knowingly fails to comply;
- E. Any occupant of a Unit, including a Tenant, invitee or Guest.

19.2 Waiver of Rights. The failure of the Association or any Member to enforce a right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or Member to enforce such right, provision, covenant or condition in the future.

19.3 Attorney's Fees. In any legal proceeding arising out of an alleged failure of a Guest, Tenant, Unit Owner or the Association to comply with the requirements of the Condominium Act, and the

Condominium Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorney's fees as may be awarded by the arbitrator/court, including any appellate proceeding. Actions brought under this Section 19 and Section 718.303 (1) of the Condominium Act shall not be deemed actions for specific performance.

19.4 No Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owners under the law and the Condominium Documents shall be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies, or privileges that may be available.

19.5 Alternative Method for Resolving Disputes with the Developer. Unless otherwise required to be submitted to non-binding arbitration pursuant to Section 718.1255 of the Condominium Act, any dispute ("Claim") between any of the following parties (the Association, its Directors, Officers, agents and employees, any Unit Owner, Tenant, Guest, occupant or invitee) against any of the following parties (the Developer or its directors, Officers, agents and employees, or any Directors or Officers of the Association appointed by the Developer prior to the Turnover Date), mediation and then final and binding arbitration shall apply as set forth herein. The procedures set forth in subsections (A) through (E) below shall apply, except in the case of a Claim alleging a construction defect brought against the Developer by the Association that is governed by Chapter 558, Florida Statutes, in which case the procedures set forth in subsections (A) through (E) shall be modified as described in subsection (G):

A. Any party having a Claim ("Claimant") against the other party ("Respondent") shall notify the Respondent in writing ("Notice"), stating plainly and concisely:

- (1) The nature of the Claim, including the persons involved and the Respondent's role in the claim;
- (2) The legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
- (3) Claimant's proposed remedy;
- (4) That Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

B. The parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim. If the parties do not resolve the Claim within 30 days of the date of the Notice (or within such other period as may be agreed to by the parties), Claimant shall have 10 days in which to submit the Claim to mediation under the auspices of a mediator certified by the Judicial Circuit in which the Condominium is located. If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant. Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the parties. If the parties do not settle the Claim within 30 days after submission of the matter to mediation, or within such time period as determined by the mediator, the mediator shall issue a notice of an impasse and the date the mediation was terminated.

C. If the mediation results in an impasse, then either party shall have 10 additional days in which to submit the Claim to final and binding arbitration in accordance with the Construction Industry

Arbitration Rules of the American Arbitration Association (“AAA), in the case of a construction defect claim and the Federal Arbitration Act (Title 9 of the United States Code). If not timely submitted to arbitration or if the Claimant does not appear for the arbitration hearing, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant. This subsection (C) is an agreement to arbitrate and is specifically enforceable under Chapter 682, Florida Statutes. The arbitration award shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Florida.

D. In any dispute under this Section 19.5, the parties shall share the fees and costs associated with mediation. In the case of arbitration, the prevailing party shall be entitled to judgment for its reasonable attorney’s fees and costs incurred.

E. If the parties agree to a resolution of any Claim through negotiation, mediation or arbitration under this Section 19.5, and any party thereafter fails to abide by the terms of such agreement, or if any party fails to comply with an arbitrator’s final order, then any other party may file suit in a court of competent jurisdiction to enforce such agreement or final order without the need to again comply with the procedures set forth above. In such event, the party taking action to enforce the agreement or final order shall be entitled to recover from the non-complying party (or if more than one non-complying party, jointly and severally), all costs incurred in enforcing such agreement or final order, including, without limitation, reasonable attorney’s fees and costs.

F. This Section 19.5 shall not apply to a dispute between a Unit Owner and the Developer concerning the purchase and sale and construction of a Unit. Those disputes shall be governed by the provisions of any purchase and sale agreement or construction agreement.

G. In the case of a Claim alleging a construction defect brought against the Developer by the Association that is governed by Chapter 558, Florida Statutes, the parties to the dispute shall follow the procedures set forth therein. If the Claimant has followed the procedures set forth in Chapter 558, Florida Statutes and is entitled to proceed with an “action” (as defined therein) the Claimant shall then have 10 days in which to submit the Claim to mediation as described in subsection (C) above. The parties shall then be bound by the remaining procedures described in subsections (C) through (E) above.

SECTION 19.5 REQUIRES YOU TO WAIVE YOUR RIGHT TO SUE THE DEVELOPER IN COURT AND, INSTEAD, ARBITRATE OR MEDIATE DISPUTES THAT MAY INCLUDE, BUT NOT LIMITED TO: DEVELOPER REPRESENTATIONS PERTAINING TO COMMONLY USED FACILITIES; ACTIONS TAKEN BY DEVELOPER-ELECTED DIRECTORS WHILE THE DEVELOPER CONTROLS THE ASSOCIATION; DISPUTES REGARDING THE PURCHASER’S CLAIM OF VOIDABILITY BASED UPON CONTRACTUAL PROVISIONS AS REQUIRED IN S. 718.503(1)(A), F.S.; FALSE OR MISLEADING STATEMENTS PUBLISHED BY THE DEVELOPER AND RELIED UPON BY THE PURCHASER; AND WARRANTY RIGHTS ON YOUR UNIT AND IMPROVEMENTS. THE DIVISION OF FLORIDA CONDOMINIUMS, TIMESHARES AND MOBILE HOMES HAS CONTESTED THE ENFORCEABILITY OF THESE PROVISIONS. UNTIL THERE IS AN ADMINISTRATIVE RULE, LEGISLATIVE CHANGE, OR OTHER DEFINITIVE RESOLUTION, YOU SHOULD CONSULT AN ATTORNEY ABOUT YOUR RIGHTS UNDER THESE PROVISIONS.

20. RIGHTS OF MORTGAGEES:

20.1 Approvals. Written consent of the Institutional Mortgagee of a Unit shall be required for

any amendment to this Declaration of Condominium which would decrease the Unit's share of ownership of the Common Elements, except as otherwise provided in Sections 17.6(C) and 17.8.

20.2 Valid Lien. No breach of any of the covenants, conditions and restrictions contained in this Declaration of Condominium, nor the enforcement of any lien provisions herein, shall render invalid the lien of an Institutional Mortgagee on any Unit.

20.3 Notice of Casualty or Condemnation. In the event of condemnation, eminent domain proceeding, or very substantial damage to, or destruction of, any Unit or any part of the Common Elements, an Institutional Mortgagee holding a mortgage on an affected Unit shall be entitled to notice.

20.4 Mortgage Foreclosure. If the mortgagee of a first mortgage of record acquires title to a Condominium Parcel as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, the mortgagee of title shall be liable for the share of Common Expenses or Assessments attributable to the Condominium Parcel, which came due prior to the mortgagee's acquisition of title, to the fullest extent provided by the Condominium Act, as the same may be amended from time to time. Any unpaid share of Common Expenses for which such acquired is exempt from liability becomes a Common Expense collectible from all Unit Owners. No acquirer of title to a Condominium Parcel by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any Assessments coming due during the period of such ownership.

20.5 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any Unit, the Association, on behalf of one or more Unit Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the Unit at the foreclosure sale. Any mortgagee shall have an unrestricted, absolute right to accept title to the Unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Unit at the foreclosure sale.

20.6 Financial Statement. Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.

20.7 Lender's Notices and Rights. Upon written request to the Association, any Institutional Mortgagee that has provided notice to the Board of Directors of its right to receive notices of the items listed below in this Section 20.7 (thereby becoming an "Eligible Mortgagee") shall be entitled to:

A. Notice of any 60 day or longer delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds a mortgage.

B. Notice of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

C. Notice of any proposed action that requires the consent of a specified percentage of mortgage holders.

D. Notice of any "material amendments" or "extraordinary actions", as such terms are defined by the VA from time to time.

E. The right to inspect the Association's official records on the same terms as Unit Owners.

F. Notice of any property loss, condemnation or eminent domain proceeding affecting the Common Elements or Association Property resulting in losses greater than 10% of the Association's annual budget or any Unit insured by the Association in which the Eligible Mortgagee has an interest.

H. Notice of any proposal to terminate this Declaration of Condominium or dissolve the Association at least 30 days before any action is taken.

I. The right of a majority of the Eligible Mortgagees to demand professional management.

J. The right of a majority of the Eligible Mortgagees to demand an audit of the Association's financial records.

Whenever the prior written consent of an Institutional Mortgagee is required in the Condominium Documents, the prior written consent shall not be unreasonably withheld.

20.8 Institutional Mortgagee Priority Over Insurance Proceeds and Condemnation Awards. Notwithstanding any language contained in this Declaration of Condominium to the contrary, no Unit Owner and no other party shall have priority over any rights of any Institutional Mortgagee pursuant to its Institutional Mortgage in the case of a distribution to owners of insurance proceeds or condemnation awards for losses to or takings of Units and/or any portion of the Common Elements and no amendment to this Section 20.9 shall be made without the prior written consent of all Institutional Mortgagees.

21. AMENDMENT OF DECLARATION OF CONDOMINIUM: Amendments to this Declaration of Condominium shall be proposed and adopted in the following manner:

21.1 Proposal. Amendments to this Declaration of Condominium may be proposed by the Board of Directors.

21.2 Procedure. Upon any amendment or amendments to this Declaration of Condominium being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can still be given.

21.3 Vote Required for Amendments and Extraordinary Actions. Except as otherwise provided by law, or by specific provision of the Condominium Documents, this Declaration of Condominium and any other of the Condominium Documents may be amended if the proposed amendment is approved by at least 67% of the Voting Interests. The Board of Directors may amend this Declaration of Condominium and any other of the Condominium Documents to correct scrivener's errors or omissions, and amend and restate this Declaration of Condominium and any other of the Condominium Documents in order to consolidate into one document amendments previously adopted by the Members, the Developer or the Board of Directors. Amendments adopted by the Board of Directors shall occur at a duly noticed Board of Directors meeting (with adoption of the amendments set forth on the agenda). Notwithstanding the foregoing, if the percentage vote required to amend the Condominium Documents is reduced below 67% of the Voting Interests, all "material amendments" (as such term is defined by the VA from time to time), must be approved by at least 67% of the Voting Interests, including at least a majority of the Voting Interests of Unit Owners other than the Developer. Examples of "material amendments" include any amendment that adds, deletes or modifies any provision in the Condominium Documents regarding the following:

A. Assessment basis or Assessment liens.

B. Any method of imposing or determining any charges to be levied against individual Unit

Owners.

- C. Reserves for maintenance, repair or replacement of the Common Elements and Association Property.
- D. Maintenance obligations.
- E. Allocation of rights to use Common Elements and Association Property.
- F. Any scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements to Units.
- G. Reduction of insurance requirements.
- H. Restoration or repair of Common Elements and Association Property.
- I. Addition, annexation or termination (whether partial or total) of the Condominium.
- J. Voting rights.
- K. Restrictions affecting leasing or sale of a Unit.
- L. Any provision which is for the express benefit of Institutional Mortgagees.

Any “extraordinary action” (as such term is defined by the VA from time to time), must be approved by at least 67% of the Voting Interests, including at least a majority of the Voting Interests of Unit Owners other than the Developer, except that with respect to (F) below, the required percentage is 80% of the Voting Interests. The Condominium Documents shall not be amended to lower the percentage approval below that referenced in the preceding sentence. Examples of “extraordinary actions” include the following:

- A. Merging or consolidating the Association with another corporation not for profit (other than with another condominium association).
- B. Determining not to require professional management of the Association if that management is required by the Condominium Documents, a majority of the Institutional Mortgagees providing notice to the Association pursuant to Section 20.7 above or a majority vote of the Members.
- C. Granting easements which are inconsistent with or which interfere with the intended Common Element use, dedicating the Common Elements or Association Property as required by a governmental authority or transferring Association Property pursuant to a merger or consolidation with another condominium association.
- D. Using insurance proceeds for purposes other than construction or repair of the insured improvements.
- E. Making material alterations or substantial additions to the Common Elements or the Association Property, but only to the extent required pursuant to Section 11.6 above.
- F. Termination (whether partial or total) of the Condominium.

G. Dissolution of the Association except pursuant to a merger or consolidation.

21.4 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to this Declaration of Condominium, which certificate shall be in the form required by law and shall be executed by the President or Vice President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of St. Johns County, Florida.

21.5 Proviso. Except as set forth in Section 11.12, no amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner shares the Common Expenses and owns the Common Surplus, unless all record Owners of the Unit, and all record owners of liens against the Unit join in the execution of the amendment, and all the record Owners of all other Units approve the amendment. This proviso does not apply to changes caused by condemnation or a taking by eminent domain as provided in Section 17.

21.6 Developer's and Institutional Mortgagee's Rights as to Amendments. Notwithstanding anything to the contrary set forth in the Condominium Documents (including Section 21.3 above), prior to the Turnover Date, the Developer may amend the Condominium Documents, without the need for approval from the Unit Owners or prior notice to Unit Owners, provided that except as specifically permitted elsewhere in this Declaration of Condominium, the Developer shall be bound by Section 21.5 above. As long as the Developer offers Units for sale in the ordinary course of business, no amendment to the Condominium Documents shall be made which is detrimental to the Developer's sale of Units, unless the Developer consents in writing. Amendments materially affecting the rights or interests of Institutional Mortgagees (as provided in Section 718.110(11) of the Condominium Act) must have the approval of the holders of Eligible Mortgages representing 51% of the votes of Units subject to such mortgages who have requested the Association to notify them on any proposed action specified in this Section. A change to any of the following shall be considered material: those matters set forth in Section 21.5 (in which case 100% approval from Unit Owners and lienholders (including Institutional Mortgagees) is required); hazard and fidelity insurance requirements (other than an amendment to this Declaration of Condominium which conforms the Association's insurance obligations with amendments to the Condominium Act); restoration or repair of the Condominium following casualty or condemnation in a manner other than that set forth in the original plans and specifications; and any provision of the Condominium Documents which expressly benefits Institutional Mortgagees.

Notwithstanding anything to the contrary in the Condominium Documents (including Section 21.3 above), prior to the Turnover Date, material amendments to the Condominium Documents and any extraordinary actions require prior written approval of HUD/VA.

21.7 Stormwater Management System. No amendment to the Condominium Documents which alters the rights and privileges of SJRWMD shall be effective unless SJRWMD shall first provide its written consent and joinder. Any amendment proposed to the Condominium Documents which would affect the SMS, and any other conservation or mitigation areas, shall be submitted to SJRWMD for a determination of whether the amendment necessitates a modification of the SJRWMD permit. If a modification is necessary, SJRWMD will so advise the permittee.

22. MISCELLANEOUS:

22.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or

restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration of Condominium, or any recorded exhibit to this Declaration of Condominium, shall not affect the remaining portions.

22.2 Applicable Statutes. The validity, application and construction of this Declaration of Condominium and its recorded exhibits shall be governed by Florida law, particularly the Condominium Act.

22.3 Conflicts. If there is a conflict between any provision of this Declaration of Condominium and the Condominium Act, the Condominium Act shall control. If there is a conflict between this Declaration of Condominium and the Articles of Incorporation or Bylaws, this Declaration of Condominium shall control. If there is a conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control. The provisions of the Community Association Documents shall prevail over any conflicting provisions contained in the Condominium Documents, provided that the Condominium Documents may contain provisions that are more restrictive than the Community Association Documents.

22.4 Intermediate. The Board of Directors is responsible for interpreting the provisions of this Declaration of Condominium and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable.

22.5 Exhibits. There is hereby incorporated within this Declaration of Condominium any materials contained in the exhibits hereto which, under the Condominium Act, are required to be part of this Declaration of Condominium.

22.6 Singular, Plural and Gender. Whenever the context so requires, the use of the plural shall include the singular and the plural, and the use of any gender shall be deemed to include all genders.

22.7 Headings. The headings used in the Condominium Documents are for reference purposes only, and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.

22.8 Notices to Developer. All notices to the Developer shall be sent by certified mail, return receipt registered to: 4901 Vineland Rd, Suite 500, Orlando, FL 32811.

22.9 Time-Share Prohibited. No time-share estates may be created in the Condominium.

EXCEPT FOR THOSE WARRANTIES REQUIRED BY FEDERAL LAW OR CHAPTER 718, FLORIDA STATUTES, THE DEVELOPER DOES NOT MAKE ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND THE DEVELOPER HEREBY DISCLAIMS ANY SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, the Developer has caused the execution of this Declaration of Condominium of Condominium on the day and year set forth below.

Witnesses:

PULTE HOME COMPANY, LLC, a Michigan limited liability company, successor by conversion of Pulte Home Corporation, a Michigan corporation

Print Name: _____

By: _____
Print Name: _____
Print Title: _____

Print Name: _____

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by _____, as _____ of Pulte Home Company, LLC, a Michigan limited liability company, successor by conversion of Pulte Home Corporation, a Michigan corporation, who is _____ personally known to me or produced _____, as identification.

Notary Public

Typed/Printed Name of Notary: _____
My Commission Expires: _____

(SEAL)