

DECLARATION OF CONDOMINIUM

OF

Seminole Dunes, Inc., No.

Florida Beach Properties, Ltd., a Florida Limited partnership ("Developer"), being the owner of the fee simple title to the property described in Exhibit A attached hereto, for itself, its successors, grantees, personal representatives and heirs, hereby submits said property, improvements thereon and appurtenances thereto to condominium ownership pursuant to Chapter 718 of the Florida Statutes ("Condominium Act").

All the restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall run perpetually unless terminated as provided herein, and shall be binding upon all Unit Owners as hereinafter defined. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Articles of Incorporation and the By-Laws of the Association hereinafter defined. Both the burdens imposed and the benefits provided shall run with each unit and the interests in Common Elements as defined herein.

1. DEFINITIONS.

As used in this Declaration, in the Articles of Incorporation and in the By-Laws attached hereto, and in all amendments thereto, unless the context requires otherwise:

- A. "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time are assessed against any Unit Owner.
- B. "Association" or "Corporation" means Seminole Dunes, Inc., the non-profit Florida corporation responsible for the operation of the Condominium.
- C. "Board of Administration" means the board of directors or other representative body responsible for the administration of the Association.
- D. "Articles" and "By-Laws" means the Articles of Incorporation and the By-Laws of the Association as they exist from time to time.
- E. "Common Elements" means the portion of the Condominium property not included in the Units. Common Elements shall include the tangible personal property required for the maintenance of the Common Elements and Limited Common Elements even though owned by the Association.
- F. "Common Expenses" means the expenses of administration, maintenance, operation, repair and replacement of the Condominium Property, other expenses declared to be Common Expenses herein or by the By-Laws and any other valid expenses against the Condominium as a whole for which the Unit Owners are liable to the Association.
- G. "Common Surplus" means the excess of all receipts of the Association, including but not limited to Assessments, rents, profits and revenues on account of the Common Elements, over the amount of the Common Expenses.
- H. "Condominium" is that form of ownership of Condominium Property under which Units in the Condominium Building are subject to ownership by one or more owners, and there is appurtenant to each Unit as part thereof an undivided share in the Common Elements.

- I. "Condominium Building" means the structure which comprise that part

J. "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

K. "Condominium Property" means and includes all lands that are 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 Condominiums.

L. "Declaration" or "Declaration of Condominiums" means this instrument as it may from time to time be amended.

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

N. "Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, recognized institutional type lender or its loan correspondent, or agency of the United States Government, which owns or holds a mortgage encumbering a Condominium Parcel.

O. "Operation" or "Operation of the Condominium" means and includes the administration and management of the Condominium property.

P. "Unit" or "Apartment" means a part of the Condominium Property which is to be subject to private ownership, as designated in this Declaration, which shall consist of land and/or improvements.

Q. "Unit Owner", "Apartment Owner", or "owner of a Unit" means the owner of a Condominium Parcel.

R. "Utility Service" as used in the Condominium Act, construed with reference to this Condominium, and is used in this Declaration, the Articles and the By-Laws shall include, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal.

2. CONDOMINIUM NAME, CONDOMINIUM PARCELS, APPURTENANCES POSSESSION AND ENJOYMENT.

A. The name of this condominium is Seminole Dunes, Inc.

B. There shall pass with each Unit as appurtenances thereto:

1. An undivided share in the Common Elements.

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

3. An undivided share in the Common Surplus.

4. Membership of the Unit owner in the Association.

C. Each Unit Owner is entitled to the exclusive possession of his Unit. He shall be entitled to the use of the Common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of other Unit Owners. There shall be joint use of the Common Elements and a mutual easement for that purpose is hereby created.

D. Each unit is identified by a specific numerical designation as set forth in Exhibit B attached hereto. In horizontal dimension, each unit consists of the area bounded by the unfinished interior surfaces of the perimeter walls of each such Unit. In vertical dimension, each Unit consists of the space between the top of the unfinished concrete floor and the bottom

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SEMINOLE DUNES, INC.

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EXHIBITS

- A. Legal Description
- B. Identification, location and dimensions of each Unit and the Common Elements herein sometimes described as "Plot Plan" and/or "Survey."
- C. The undivided share in the Common Elements appurtenant to each Unit, the percentage of sharing Common Expenses and owning Common Surplus.
- D. By-Laws of the Association.
- E. Articles of Incorporation of the Association.

of the unfinished ceiling of each such Unit. Each Unit Owner shall not own the undecorated or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding his Unit, nor shall he own pipes, wires, conduits or other utility lines running through his Unit which are utilized for or serve more than one Unit, which items are hereby made a part of the Common Elements. Said Owner, however, shall own the walls and partitions which are contained within his Unit and inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint and wallpaper.

E. Each Unit Owner shall own and be responsible for the maintenance, repair and replacement of the individual air conditioning which services his Unit.

3. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS.

A. The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described.

B. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

C. The shares in the Common Elements appurtenant to Units shall remain undivided and no action for partition of the Common Elements shall lie.

4. COMMON ELEMENTS

A. Common Elements include the following:

1. The land on which the improvements are located and any other land included in the Condominium Property, whether or not contiguous.
2. All parts of the improvements which are not included within the Units.
3. Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services to Units and the Common Elements.
4. An easement of support in every portion of a Unit which contributes to the support of the Condominium Building.
5. The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.

6. Parking spaces.

5. DESCRIPTION OF PROPERTY SUBMITTED TO CONDOMINIUM OWNERSHIP.

A. The legal description of the land hereby submitted to condominium ownership is set forth in Exhibit A attached hereto and made a part hereof.

B. Exhibit B attached hereto and made a part hereof is a survey of said land, a graphic description of the land improvements in which Units are located, a plot plan thereof and of the parking areas.

C. The identification, located and dimensions of each Unit and the Common Elements appear on Exhibit B. Together with this Declaration, Exhibit B includes sufficient detail to identify the Common Elements and each Unit provides accurate representatives of their locations and dimensions.

6. AMENDMENT TO PLANS.

A. Developer reserves the right to change the interior design and arrangements of all Units and to alter the boundaries between the Units so long as Developer owns the Units so altered. No such change shall increase

the number of Units nor alter the boundaries of the Common Elements without amendment of this Declaration. If more than one Unit is involved, the Developer shall apportion between the Units the shares of the Common Elements which are appurtenant to the Units concerned.

B. The Amendment of this Declaration reflecting such authorized alteration of plans by Developer need be signed and acknowledged only by the Developer, and need not be approved by the Association, Unit Owners, lienors or Mortgagees, whether or not their joinder is elsewhere required for other amendments.

7. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND VOTING RIGHTS.

A. The Condominium Property is hereby declared to contain five (5) Units.

B. The undivided share in the Common Elements appurtenant to each unit, the percentage of sharing common expenses and owning Common Surplus are set forth in Exhibit C attached hereto. The undivided interests as set forth in Exhibit C cannot be changed, altered or amended except in accordance with the provisions of Section 718 of the Condominium Act or of this Declaration.

C. Each Unit is entitled to one vote with respect to matters requiring or permitting the vote of Unit Owners which vote shall be cast in accordance with the articles and By-Laws of the Association.

8. AMENDMENT OF DECLARATION.

A. This Declaration may be amended at any regular or special meeting of Unit Owners called or convened in accordance with the By-Laws by the affirmative vote of sixty percent (60%) of the Units.

All Amendments shall be evidenced by a certificate executed as required by the Condominium Act and recorded among the Public Records of Duval County, Florida, provided, however, that except as otherwise provided in this Declaration.

1. No amendment shall change the configuration of the size of any Unit in any material fashion, materially alter or modify the appurtenances to such Unit, nor change the proportional percentage by which a Unit Owner shares the Common Expenses and owns the Common Surplus unless the record owner thereof and all record owners of liens thereon shall join in the execution of such amendment; and

2. No amendment shall be passed which shall impair or prejudice the rights and priorities of any Mortgagees.

B. Notwithstanding anything to the contrary herein, the Developer reserves the right to amend the Declaration and any exhibits hereto so as to correct any errors or omissions not affecting the rights of Unit Owners, lienors or Mortgagees. Such amendment need be executed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners, lienors or Mortgagees, whether or not elsewhere required for amendments.

C. Invalidation of any part of this Declaration, any provision contained in any plat of the Condominium Property or in a conveyance of a Unit in the Condominium by judgment, court order or law shall not affect any of the other provisions hereof which shall remain in full force and effect.

9. THE ASSOCIATION

A. The operation of the Condominium shall be vested in the Association. The Association has been organized as a non-profit Florida corporation and a copy of its Articles of Incorporation are attached hereto and made a part hereof as Exhibit E.

B. No Unit Owner, except an officer of the Association, shall have any authority to act for the Association.

10. BY-LAWS

The administration of the Association and the operation of the Condominium Property shall be governed by the By-Laws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit D. No modification of or amendment to these By-Laws shall be deemed valid unless duly adopted as provided in the By-Laws and set forth in or annexed to a duly recorded amendment to this Declaration executed in accordance with the provisions of the Condominium Act. No Amendment to said By-Laws shall be adopted which would effect or impair the validity or priority of any mortgage covering any Condominium Parcel.

11. MAINTENANCE: LIMITATION UPON IMPROVEMENT

- A. The maintenance of the Common Elements shall be the responsibility of the Association.
- B. There shall be no material alteration or substantial addition to the Common elements or Limited Common Elements except in the manner provided herein.
- C. No fence, wall, gate or similar structure may be erected, installed or maintained on the Condominium Property except as expressly permitted by Declaration.

12. COMMON EXPENSES AND COMMON SURPLUS.

- A. Common Expenses, as defined in paragraph 1.F of this Declaration shall include the expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of Association and any other expense designated as Common Expenses by the Condominium Act, this Declaration or the By-Laws.
- B. Funds for payment of Common Expenses shall be assessed against Unit Owners in the Proportions of percentages of ownership of the Common Elements provided in this Declaration.
- C. The Common Surplus shall be owned by Unit Owners in the proportion or percentages of ownership of the Common Elements.

13. ASSESSMENTS: LIABILITY, LENS, PRIORITY, INTEREST AND COLLECTIONS.

- A. The Association, through its Board of Administration, shall have power to determine and fix the sums necessary to provide for the common Expenses including the expense allocable to services being rendered by a management company with whom the Association may contract. Unless specifically waived by the Association, the Assessments shall include monies required for the payment of hazard and liability insurance premiums. A Unit Owner, regardless of the method in which he acquired title to his unit, including, without limitation a purchaser at a judicial sale, shall be liable for all Assessments while he is owner of a Unit. In a voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the Grantor for all unpaid Assessments apportioned to the latter for his share of the Common Expenses up to the time of such voluntary conveyance.
- B. The liability for Assessments may not be avoided by waiver of the former owner or enjoyment of any Common Elements or services, or by abandonment of the contract against which the Assessment was made.
- C. Assessments and installments thereof not paid when due, at the discretion of the Board of Administration, shall bear interest from the due date until paid at the maximum legal rate until paid. In addition the Board of Administration may impose a late charge to owners whose payments are delinquent, such amount to be determined by the Board of Administration.
- D. The Association shall have a lien upon each Condominium Parcel to

secure the personal obligation of each Unit Owner for any unpaid Assessments and interest thereon. Such lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such Assessment or enforcement of such lien. The lien shall be evidenced by a claim recorded by the Condominium Act, and shall be effective from and as of the time of such recording, but such lien shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of the recording of the claim of lien by the Association. The Board of Administration may take such action as is deemed necessary to collect Assessments by either an in personam action or lien foreclosure, or both, and may settle and compromise the same if in the best interest of the Association. Said liens shall have the priorities established by the Condominium Act.

F. Liens for Assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Condominium Parcel and the court may appoint a receiver to collect the Assessments which are the subject of said proceeding. The Association may bid in the Condominium Parcel at foreclosure sale and apply as a cash credit against its bid all sums due the Association secured by the lien being enforced, and the Association may acquire and hold, lease, mortgage and convey any Condominium Parcel so acquired.

F. If the holder of a mortgage of record or other purchaser of a Unit obtains title to the Condominium Parcel as a result of foreclosure of said first mortgage, or accepts a deed to said Condominium Parcel in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or Assessments by the Association pertaining to such Condominium Parcel or chargeable to the former Unit Owner which became due prior thereof secured by a claim of lien for Assessments that was recorded prior to a recording of the foreclosed mortgage. Any such unpaid share of Common Expenses or Assessments shall be deemed to be a Common Expense, collectible from all Unit Owners. Including such acquirer, his successors and assigns. A mortgagee or other purchaser acquiring title to a Condominium Parcel as a result of foreclosure of a deed in lieu of foreclosure may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the Common Expenses due during the period of such ownership.

G. Any person who acquires an interest in a Unit except as specifically provided in the preceding subparagraph shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid Assessments due and owing from the former owner have been paid.

H. The Association, acting by and through its Board of Administration, shall have the right to assign its claim for any unpaid Assessments and the lien securing said claim to the Developer or to any Unit Owner, group of Unit Owners or any third party.

I. Nothing contained herein shall abridge or limit the rights or responsibilities of Mortgagees of Units as set forth in the Condominium Act.

J. Except as provided in subsection F above and in this subsection, no Unit Owner may be excused from the payment of his proportionate share of Common Expenses unless all Unit Owners are likewise proportionately excused from such payment. In accordance with the provisions of Section 718.116(8)(b) of the Condominium Act, for a period of 24 months following the recording of this Declaration among the Public Records of Duval County, Florida, Developer shall be excused from the payment of Common Expenses attributed to Developer-owned units which, for that period, Developer shall guarantee in each agreement for the purchase of a Unit that Assessments for Common Expenses shall not increase over a stated dollar amount.

K. As a common expense of the Association, there shall be included the cost of maintaining household, membership, and other temporary use or fee interests in lands or facilities, including, but not limited to, country clubs, tennis and golf clubs, marinas, and other recreational and communal

facilities, whether or not contiguous to the lands or the Condominium, to provide enjoyment, recreation, or other use or benefit to the Condominium Owners, all as may be now or hereafter acquired, directly or indirectly, in such form and in such manner as may be deemed by the Board of Administration to be in the best interests of the Association.

14. TERMINATION OF CONDOMINIUM.

A. If all Unit Owners and the holders of all liens and mortgages upon all of the Condominium Parcels execute and duly record an instrument terminating the Condominium Property, or if "major damage" occurs as defined hereinafter and subject to subparagraph 26A.2.b. below, the Condominium property shall be removed from the provisions of the Condominium Act and thereafter owned in common by the Unit Owners. the undivided interest in the property owned in common by each Unit Owner shall then be the percentage of the undivided interest previously owned by such Owner in the Common Elements, and any liens which encumbered any Condominium Parcel shall be transferred to said undivided interest of the Unit Owner in the Property.

B. If the Owners of at least 60% of Common Elements elect to terminate, they shall have the option to buy the Units of the other Unit Owners for a period of sixty (60) days from the date of the meeting wherein the action to terminate was resolved. The purchase price shall be the fair market value of the Units as determined by arbitration under the rules of the American Arbitration Association. The price shall be paid in cash within thirty (30) days of the determination of the same.

15. EQUITABLE RELIEF.

In the event of "Major damage" to or destruction of all or a substantial part of the Condominium Property and if the Property is not repaired, reconstructed or rebuilt within a reasonable period of time, any Unit Owner shall have the right to petition a court of equity having jurisdiction in and for Duval County, Florida, for equitable relief which may, but need not, include a termination of the Condominium and a partition.

16. LIMITATION OF LIABILITY.

A. The liability of each Unit Owner for Common Expenses shall be limited to the amounts assessed for Common Expenses in accordance with this Declaration, the Articles and the By-Laws.

B. A Unit Owner may be personally liable for any damages caused by the Association in connection with the use of the Common Elements, but only to the extent of his pro rata share of that liability in the same percentage as his interest in the Common Elements and in no event shall said liability exceed the value of his Unit. Each Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the owner of a house would be liable for such an occurrence.

17. LIENS.

A. With the exception of liens which may result from the initial construction of this Condominium, no liens of any nature shall arise or be granted subsequent to the recording of this Declaration against the Condominium Property (as distinguished from individual units) without the unanimous consent of the Unit Owners.

B. Unless a Unit Owner has expressly requested or consented to work being performed or materials being furnished to his Unit, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or materials furnished to the Common Elements shall be the basis for a lien thereon unless authorized by the Association, in which event, the same may be the basis for the filing of a lien against all Condominium parcels in the proportions for which the Owners thereof are liable for Common Expenses.

C. In the event a lien against two or more Condominium Parcels becomes

effective, each owner thereof may release his Condominium Parcel from the lien by paying the proportionate amount attributable to his Condominium Parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record from such Condominium Parcel.

18. REMEDIES FOR VIOLATION.

Each Unit Owner shall be governed by and conform to this Declaration, the Articles and the By-Laws. Failure to do so shall entitle the Association or any other Unit Owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

19. EASEMENTS.

A. Owners of Units shall have as an appurtenance to their Units a perpetual easement for ingress and egress to and from their Units over and upon stairs, terraces, walks and other Common Elements.

B. The Condominium Property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the condominium building or minor inaccuracies in construction, which easements shall continue until such encroachments no longer exist. If the Condominium Property is destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments shall exist. If any portion of the Common Elements encroaches upon any Unit, or any Unit encroaches upon the Common Elements, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements contained in the Condominium property, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

C. Easements are reserved throughout the Condominium Property as may be required to provide Utility Services in order to adequately serve the Condominium Property, provided, however, that such easements through a Unit shall be in accordance with the plans and specifications for the Condominium Building, or as said Building is constructed, unless otherwise approved in writing by the Unit Owner.

D. An easement is created for pedestrian traffic over, through and across sidewalks, paths, walks and lanes as the same may from time to time exist upon the Common Elements, and for vehicular traffic over, through and across such portion of the Common Elements but the same shall not give or create in any person the right to park upon any portions of the Condominium property except those areas specifically assigned for same. The parking areas, private roads and other areas reflected on the condominium survey will be used in common by Condominium Parcel owners in this Condominium.

It is in the intention hereof to create perpetual easements in said areas to facilitate the flow of pedestrian and vehicular traffic on the Condominium Property.

20. MEMBERSHIP IN ASSOCIATION.

A. Seminole Dunes, Inc., a non-profit Florida corporation, the Association, was incorporated to perform the acts and duties desirable in connection with the management of the Units and Common Elements and to levy and enforce the collection of Assessments necessary to perform said acts and duties.

B. All Unit Owners shall automatically be members of the Association, and said membership shall terminate when they no longer own Units.

C. Unit Owners shall be entitled to one (1) vote for each Unit owned in accordance with the voting privileges set forth in the Articles and By-Laws. Multiple owners of a Unit shall collectively be entitled to one (1) vote in accordance with voting privileges set forth in the Articles and By-Laws.

21. ASSESSMENTS.

A. The Board of Administration of the Association shall approve annual

budgets in advance for each fiscal year, which budgets shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for taxes, if any, insurance for the Common Elements, cost of a manager's apartment, if any, and other reasonable and necessary expenses.

H. The percentage of the annual Assessment chargeable for each fiscal year against each Unit is set forth in Exhibit C. The annual Assessment shall initially be divided into twelve (12) equal parts, payable in advance, monthly, on the first day of each month; however, the Board of Administration shall have the power to collect the Assessment quarterly and to establish other collection procedures. In addition, the Association shall have the power to levy special assessments against Units in their respective percentages if a deficit should develop in the payment of Common Expenses.

22. LEASE OF UNITS.

A. Prior to the lease of any Unit, the Unit Owner shall notify the Board of Administration in writing of the name and address of the person to whom the proposed lease is to be made, the terms and conditions thereof and such other information as may reasonably be required by the Board of Administration. A substantially uniform form of lease, commonly utilized in Duval County, Florida, shall be used. In addition, the Unit Owner shall tender to prospective lessees a copy of the Articles and By-Laws of the Association, Declaration of Condominium and any Rules and Regulations in effect. The prospective lessees must execute a form prepared by the Board of Administration acknowledging receipt of copies of these condominium documents, covenanting to fully abide by them and to be subject to their terms and conditions. (The Unit Owner shall provide the form to prospective lessees.) Failure to do so shall be deemed a breach hereof, and any lease in contravention of this Article shall be null and void and confer no right or interest to the intended lessee.

B. Within sixty (60) days after its receipt of said notice, proposed lease, said acknowledgement form, duly executed, and such supplemental information as it may reasonably require, the Board of Administration may review the proposed lease and determine that the prospective lessees have executed the acknowledgement form.

C. The proposed lessees shall consist of not more than three persons per bedroom in the Unit to be leased, and no pets shall be permitted in leased Units except in connection with leases for periods exceeding six (6) months.

D. The proposed leases may take effect upon completion of the Board of Administration's review of the aforementioned documents within said sixty (60) day period.

E. Should any Condominium Parcel at any time become subject to an institutional first mortgage, the holder thereof, upon becoming the owner of said Condominium Parcel through foreclosure, deed in lieu of foreclosure or other means, shall have the unqualified right to lease said Unit, without prior review by the Board of Administration, the provisions of the foregoing subparagraphs being inapplicable thereto.

F. Notwithstanding the lease of his Unit, the liability of the Unit Owner under this Declaration shall continue.

23. ENFORCEMENT OF MAINTENANCE.

In the event that a Unit Owner fails to maintain his Unit as required herein or otherwise violates the provisions hereof, the Association shall have the right to assess the Unit Owner and the Unit for the sums necessary to restore the Unit to good condition, to collect such Assessment and have a lien for same as is otherwise provided herein. After such Assessment, the Association shall have the right to have its employees or agents enter the Unit and do the work necessary to enforce compliance with the above provisions.

24. LIMITED COMMON ELEMENTS.

There may be Limited Common Elements appurtenant to Units in this condominium, as reflected by the condominium survey attached as Exhibit B hereto, which shall include, but not be limited to, patios, balconies, and parking spaces which are specifically designated and delineated. These Limited Common Elements are reserved for the use of the Units to which they are appurtenant or assigned to the exclusion of other Units, and there shall pass with a Unit as an appurtenance thereto the exclusive right to use the Limited Common Elements so appurtenant or assigned.

Any expenses of maintenance, repair or replacement of Limited Common Elements shall be treated and paid for as a part of the Common Expenses of the Association but shall be assessed against the individual Unit Owner and Unit to which such Limited Common Elements are appurtenant or assigned. Exterior surfaces of patios and balconies shall be treated as Common Elements for this purpose.

25. INSURANCE.

A. Purchase of Insurance. The Association shall obtain fire and extended coverage insurance, vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Common Elements together with such other insurance as the Association deems necessary in a company with an A+ rating or better, in an amount which shall be equal to the full insurable replacement value as determined annually, provided, however, the Association may have a dollar amount deductible regarding this coverage. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the Common Expenses. The named insured shall be the Association, individually and as agent for the Unit Owners, without naming them, and as agent for their Mortgagees.

Provision shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to Mortgagees. If required by the mortgagee who owns a majority of the loans on the Units, such policies shall provide that payments for losses thereunder by the insurer shall be made to an Insurance Trustee and all policies and endorsements thereon shall be deposited with the Insurance Trustee. In the event an Insurance Trustee is so required, an Insurance Trust agreement shall be executed by the Association that is satisfactory to the Insurance Trustee and said mortgagee. The Board of Administration shall designate the Insurance Trustee, which shall be a bank or trust company in Florida with trust powers.

For purposes of this Article 25 and Article 26 below, all building constituting the Condominium, as described in Exhibits A and B attached hereto, and any additional buildings as a part thereof which may hereafter become a part of this Condominium shall collectively be deemed one building.

B. Coverage.

1. Casualty. The building and improvements upon the Property described in Exhibit A attached hereto shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its maximum insurable replacement value, said value to be determined annually by the Board of Administration. Such coverage shall afford protection against:

- a. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and
- b. Such other risks as from time to time shall customarily be covered with respect to buildings similar in construction, location and use as the buildings described in this subparagraph (b) including, but not limited to, vandalism and malicious mischief.

2. Public liability in such amounts and with such coverage as shall be required by the Board of Administration, including, but not limited to, hired automobile and non-owned automobile coverages, including a cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

3. Such other insurance as the Board of Administration shall determine from time to time to be desirable.

C. Premiums. Premiums upon insurance policies purchased by the Association shall be assessed by the Association against the Unit Owners as part of the Common Expenses.

D. Board of Administration; Shares of 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 shall provide that all proceeds covering property losses shall be paid to the Board of Administration. The Board shall receive such proceeds as are paid for the benefit of the Unit Owners and their Mortgagees in the following shares:

1. Common Elements. Proceeds on account of damage to Common Elements - an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Element appurtenant to his Unit.

2. Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

a. When the Condominium Building is to be restored, for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

b. When the Condominium Building is not to be restored, an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

3. Mortgages. In the event a Mortgagee endorsement has been issued as to a Unit, the share of that Unit Owner shall be held in trust for the Mortgagee and the Unit Owner, as their interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except those proceeds paid to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration.

E. Distribution of Proceeds. Proceeds of insurance policies received by the Board of Administration shall be distributed in the following manner:

1. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of any Unit and may be enforced by such Mortgagee.

2. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners thereof, remittance to Unit Owners and their Mortgagee being payable jointly to them. This is a covenant for the benefit of any Mortgagee of any Unit and may be enforced by such Mortgagee.

2. Public liability in such amounts and with such coverage as shall be required by the Board of Administration, including, but not limited to, hired automobile and non-owned automobile coverages, including a cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

3. Such other insurance as the Board of Administration shall determine from time to time to be desirable.

C. Premiums. Premiums upon insurance policies purchased by the Association shall be assessed by the Association against the Unit Owners as part of the Common Expenses.

D. Board of Administration; Shares of 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 shall provide that all proceeds covering property losses shall be paid to the Board of Administration. The Board shall receive such proceeds as are paid for the benefit of the Unit Owners and their Mortgagees in the following shares:

1. Common Elements. Proceeds on account of damage to Common Elements - an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Element appurtenant to his Unit.

2. Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

a. When the Condominium Building is to be restored, for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

b. When the Condominium Building is not to be restored, an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

3. Mortgages. In the event a Mortgagee endorsement has been issued as to a Unit, the share of that Unit Owner shall be held in trust for the Mortgagee and the Unit Owner, as their interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except those proceeds paid to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration.

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1. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of any Unit and may be enforced by such Mortgagee.

2. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners thereof, remittance to Unit Owners and their Mortgagee being payable jointly to them. This is a covenant for the benefit of any Mortgagee of any Unit and may be enforced by such Mortgagee.

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

G. Unit Owner's Obligation. Each Unit Owner shall have the obligation to purchase public liability insurance to protect himself against claims due to accidents within his Unit, and casualty insurance on the contents within said Unit. In addition, he should review the coverage of the Association to determine any additional insurance that may be advisable for him to purchase. Each Unit Owner shall file with the Board of Administration a copy of his individual unit policy, which must be kept current and in good standing at all times.

26. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

A. Determination to Reconstruct or Repair. If any part of the Condominium Property is damaged by casualty, whether it shall be reconstructed or repaired shall be determined in the following manner:

1. Common Element. If the damaged improvement is a Common Element, the damaged property shall be reconstructed or repaired unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

2. Condominium Building.

a. Lesser damage. If the damaged improvement is the Condominium Building, and if Units to which 50% or more of the Common Elements are appurtenant are found by the Board of Administration to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty, it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated. .

b. Major damage. If the damaged improvement is the Condominium Building, and if Units to which more than 50% of the Common Elements are appurtenant are found by the Board of Administration to be untenable, the damaged property shall not be reconstructed or repaired and the Condominium shall be terminated without agreement as elsewhere provided unless, within 60 days after the casualty, the owners of sixty (60)% of the Common Elements agree in writing to such reconstruction or repair.

B. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Condominium Property; or, if not, then in accordance with plans and specifications approved by the Board of Administration and, if the damaged property is the Condominium Building, by the owners of not less than (60)% of the Common Elements, including the owners of all damaged Units whose approval shall not be unreasonably withheld.

C. Responsibility. If the damage is only to those portions of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, it shall be the Association's responsibility to reconstruct and repair after casualty.

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

E. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction or repair, the funds for the payment of the costs thereof are insufficient, Assessments shall be made against the Unit Owners who own the damaged

Units and against all Unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such Assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their Units, and Assessments on account of damage to Common Elements shall be in proportion to the owner's share in the Common Elements.

F. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of insurance proceeds and funds collected by the Association from Assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

1. Association-Lesser damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request by a Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

2. Association-Major damage. If the amount of estimated costs of reconstruction and repair which is the responsibility of the Association is \$5,000.00 or more, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Administration upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

3. Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the Insurance Trustee to the Unit Owner and, if there is a Mortgagee endorsement as to such Unit, then to the Unit Owner and the Mortgagee jointly.

4. Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of Assessments paid by such owner into the construction fund shall not be made payable to any Mortgagee.

27. WARRANTIES.

The Developer shall issue a written warranty to Unit Owners at closing, a copy of which is attached hereto and made a part hereof as Exhibit F. The Developer does not warrant to the Association or the Unit Owners the construction of, or any part of, the Condominium Property, Common Elements or Units, except the written Warranty attached hereto and delivered by the Developer to Unit Owners at closing. Developer disclaims any intent to have made any warranty or representation in connection with the Condominium Documents except as specifically set forth herein, and no person shall rely upon any warranty or representation not so specifically made herein. Any estimates of Common Expenses, taxes or other charges are believed to be accurate, provided, however, no warranty or guaranty is made or intended, nor may one be relied upon except where same is specifically warranted or quarantined.

28. DEVELOPERS RIGHT TO CONTINUE CONSTRUCTION.

Developer reserves the inalienable right to complete the construction of the project, and recreational areas thereof, notwithstanding that a Unit Owner has closed title to his individual Unit.

The Developer shall have the right to maintain model apartments within the Condominium buildings, post signs, have employees in the offices maintained in said buildings, use the Common Elements and show Units to prospective purchasers. Sales office signs and all items pertaining to sales shall no be considered Common Elements and shall remain property of Developer.

considered Common Elements and shall remain the property of the Developer.

29. UTILITY EASEMENT.

The Condominium Property shall be subject to such easements for utilities as may be required to properly and adequately serve the Condominium Property as it exists from time to time. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the land of the Condominium and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with its proper and intended use and purpose and shall survive the termination of the Condominium. To the extent that the creation of any such utility easements require the joinder of Unit Owners, the Developer by its duly authorized officers may, as the agent or the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver such instruments and the Unit Owners hereby irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Any such instrument executed pursuant to this Article shall recite that it is made pursuant to this Article.

30. PARKING.

A. Portions of the Common Elements contain the automobile parking spaces for the use of Unit Owners, occupants of Units and their guests and invitees. Said parking spaces shall not be deemed as an appurtenance to the Condominium units. All automobile parking spaces shall be given an identifying number and are delineated on Exhibit B attached hereto.

B. All automobile parking spaces shall be unassigned; provided, however, the Board of Administration has the right to assign parking, in its discretion; and the Board further has the right to change assignments, with approval of any Unit Owner who may have already been assigned a specific parking space.

31. EMINENT DOMAIN OR CONDEMNATION PROCEEDING.

If eminent domain or condemnation proceedings are successfully litigated against all or any part of the Condominium Property, the entire eminent domain or condemnation award is to be secured to the Association in accordance with the ratio of ownership herein provided as it pertains to the Common Elements, and shall be disbursed to Unit Owners and their Mortgagees as their interests appear of record. The Association shall give to each Mortgagee prompt written notice of any such eminent domain or condemnation proceedings.

32. GENERAL PROVISIONS.

A. If any provision of this Declaration, the Articles, the By-Laws or the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstances is held invalid, the validity of the remainder of this Declaration, the Articles, the By-Laws, or the Condominium Act, and the application of any such invalid provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby.

B. If the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without the Developer's written approval:

1. Assessment of the Developer as a Unit Owner for capital improvements, and
2. Any action by the Association that would be detrimental to the Developer's sale of Units.

C. Whenever notices are required to be sent hereunder, the same shall be sent to the Unit Owners by certified mail at their place of residence in the condominium building, unless the Unit Owner has, by written notice to the Association, specified a different address. Notice to the Association and the Developer shall be delivered by Certified Mail to following address:

1513 Indian Woods Drive
Neptune Beach, FL 32233

Notwithstanding the above, notice of the annual meeting shall be sent by certified mail. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice to the other party.

D. The failure of the Developer, or the Association, or any Unit Owner to enforce any covenant, restriction or other provision of the Acondominium Act, this Declaration, the Articles of Incorporation of the Association, the By-laws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

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

G. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

IN WITNESS WHEREOF, this Declaration of Condominium has been duly executed on this _____ day of _____, 1984.

Signed, Sealed and Delivered
in the Presence of:

Florida Beach Properties, Ltd

Witness

Witness

By: Christian Enterprises of North
Fla., Inc.
ITS GENERAL PARTNER

For good and valuable considerations, receipt of which is hereby acknowledged, Seminole Dunes, Inc.

a Florida corporation not-for-profit, hereby agrees to accept all of the benefits, duties, responsibilities, obligations and burdens imposed on it by the provisions of the Declaration of Condominium and hereby joins in and consents to the execution of the Declaration of Condominium.

IN WITNESS WHEREOF, this Declaration of Condominium has been duly executed by the Association on this _____ day of _____, 1984.

Signed and delivered in our
presence as witnesses:

SEMINOLE DUNES, INC.,

By _____ president

Attorn: _____ Secretary

Witness

Witness