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DECLARATION OF CONDOMINIUM
OF
THE CLOISTER CONDOMINIUM

SOUTHEAST FIRST BANK OF JACKSONVILLE, a banking corporation under the laws of the State of Florida and duly authorized to accept and execute trusts within the State of Florida, as Trustee under the provisions of a certain Trust Agreement dated the 16th day of April, 1973, hereinafter called "Developer", for itself, its successors, grantees and assigns, being the owner of the fee simple title to the property hereinafter described, hereby submits said property to condominium ownership, pursuant to Chapter 711 of the Florida Statutes, hereinafter called the "Condominium Act", subject to the encumbrances set forth hereinafter, and said condominium shall be henceforth identified by the name of The Cloister Condominium.

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, and shall rule perpetually unless terminated as provided herein, and shall be binding upon all unit owners as hereinafter defined and 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 person, agree to be bound by the provisions hereof, as well as the By-Laws and Articles of Incorporation of the Association. Both the burdens imposed and the benefits provided shall run with each unit and the interest in common property as defined herein.

I. Definitions. As used herein and in the By-Laws attached hereto and in all amendments hereto, 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 the unit owner.
- (B) "Association" or "Corporation" means The Cloister of Atlantic Beach Condominium Association, Inc., the entity responsible for the operation of the condominium.
- (C) "By-Laws" means the By-Laws for the government of the condominium as they exist from time to time.
- (D) "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.
- (E) "Common expenses" include the expenses of administration and maintenance of the condominium property; the expenses of maintenance, operation, repair and replacement of the common elements, and other expenses declared to be common expenses herein and/or by the By-Laws and any other valid charge against the condominium as a whole.

This instrument was prepared by:
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- (F) "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 common expenses.
- (G) "Condominium" is that form of ownership of condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.
- (H) "Condominium parcel" means a dwelling unit together with the undivided share in the common elements which is appurtenant to the unit, together with the interest of the unit owner in a garage unit, if any.
- (I) "Condominium property" means and includes the land in a condominium, whether or not contiguous, and all improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with the condominium.
- (J) "Declaration" or "Declaration of Condominium" or "Enabling Declaration" means this instrument, or as it may from time to time be amended.
- (K) "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.
- (L) "Institutional mortgagee" means a bank, savings and loan association, insurance company, mortgage company, real estate investment trust or other business entity authorized to do business in the State of Florida.
- (M) "Operation" or "operation of the condominium" means and includes the administration and management of the condominium property.
- (N) "Unit" means a part of the condominium property which is to be subject to private ownership as designated on the exhibits attached to this Declaration.
 - (1) "Dwelling unit" means any one of the dwelling units identified as a unit on Exhibit "C" attached hereto and made a part hereof. The word "apartment", as used herein and in the exhibits attached hereto, is synonymous with the term "dwelling unit" as herein defined.
 - (2) "Garage unit" means any one of the spaces designated on Exhibit "C" as garage units. Ownership of a garage unit shall be ownership in fee simple, or any other estate in real property

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recognized by law, by the owner of that garage unit, excluding the land thereunder, subject to an easement for support and for conduits for all electrical, plumbing and mechanical equipment, together with an undivided interest in the common elements as an appurtenance thereto. Only an owner of a dwelling unit may own a garage unit.

- (O) "Unit owner" or "owner of a unit" means the owner of a condominium parcel. The words "apartment owner" as used herein, are synonymous with the words "unit owner", as defined herein.
- (P) "Utility service", as used in the Condominium Act and as construed with reference to this condominium, and as used in this Declaration and the By-Laws attached hereto, shall include but not be limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal.

II. Condominium parcels; appurtenances; possession and enjoyment.

- (A) The condominium parcel is a separate parcel of real property, the ownership of which may be in fee simple, or any other estate in real property recognized by law.
- (B) There shall pass with a 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 in the condominium association.
 - (5) All Limited Common Elements defined as appurtenances in Article XXV hereof.
- (C) The owner of a unit is entitled to the exclusive possession of his unit. He shall be entitled to use the common elements in accordance with the purpose for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units. There shall be a joint use of the common elements and a joint mutual easement for that purpose is hereby created, as more specifically described in Article XIX, Section A.
- (D) The owner of a dwelling unit shall not be deemed to own pipes, wires, conduits or other public utility lines running through said dwelling unit, which items are by these presents hereby made a part of the common elements. Said owner, however, shall be deemed to own the walls and partitions, which are contained in said owner's respective

dwelling unit, and also shall be deemed to own surfaces of the perimeter support walls, floors and ceilings.

III. 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.

IV. Common elements.

- (A) Common elements include within the meaning the following items:
 - (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) All structural beams, posts and members within a unit, and an easement of support in every portion of a unit which contributes to the support of a building;
 - (5) Installations for the furnishing of utility services to more than one unit, or to the common elements or to a unit other than the unit containing the installation;
 - (6) The property and installations in connection therewith required for the furnishing of services to more than one unit or to the common elements;
 - (7) Water softener equipment;
 - (8) The manager's office, if any;
 - (9) Parking spaces, including garages other than garage units, and all driveways, sidewalks, entranceways and other means of ingress and egress;
 - (10) Any portion or portions of the condominium property not included in the units or designated a limited common element;
 - (11) Recreational facilities, including pier.

V. Description of property involved.

- (A) The legal description of the land involved herein is:

See legal description attached and made a part hereof as Exhibit A.

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- (B) Attached hereto as Exhibit B and made a part hereof is a survey of said land. Attached hereto as Exhibit C and made a part hereof is a graphic description of the improvements in which the units are located, and a plot plan thereof, as well as the parking areas.
- (C) The identification, location and dimensions of each unit and the common elements appear on the aforesaid exhibits. Together with this Declaration, they are in sufficient detail to identify the common elements, each unit and their relative locations and approximate dimensions. The legend and note contained thereon are incorporated herein and made a part hereof by reference.
- (D) Attached hereto as Exhibit D and made a part hereof is a brief description of each unit and an architect's certificate.
- (E) Unit boundaries. Each unit shall include that part of the building which lies within the boundaries of the unit, which boundaries shall be determined in the following manner:
 - (1) Horizontal boundaries. The upper and lower boundaries of the unit shall be (i) upper boundary -- the plane of the undecorated lower surfaces of the ceiling, and (ii) lower boundary -- the plane of the uncarpeted upper surfaces of the floor;
 - (2) Vertical boundaries. The vertical boundaries of the units shall be (i) exterior building walls -- the undecorated interior surface of the exterior walls of the building bounding a unit, and (ii) interior building walls -- the center line of walls bounding a unit, unless said walls are support walls, and then to the undecorated surface of said support walls.

VI. Amendment to Declaration and Plot by Developer.

- (A) Alteration of apartment plans. Developer reserves the right to change the interior design and arrangements of all units, so long as Developer owns the units so altered. If more than one unit is involved, the Developer shall apportion between the units the shares in the common elements which are appurtenant to the units concerned.
- (B) Amendment of Declaration. The amendment of this Declaration, for the reasons herein provided, need be signed and acknowledged only by the Developer and need not be approved by the Association, unit owners, lienors, institutional mortgagees or mortgagees, whether or not elsewhere required for an amendment of the Declaration.

VII. Percentage of ownership of common elements and voting rights.

The condominium property contains the number of units reflected on Exhibits C and D as amended from time to time.

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For purposes of identification, each unit has been numbered. The undivided share owned by each unit owner in the common elements appurtenant to each unit, the percentage of sharing of common expenses and owning common surplus are all shown on Exhibit E attached hereto as amended from time to time.

The respective undivided interests as set forth in Exhibit E have been carefully established, giving effect to numerous criteria, and cannot be changed, altered or amended, except as otherwise provided in this Declaration. Each condominium parcel as designated in the condominium plot as amended from time to time shall be entitled to one vote at Association meetings. One person may own more than one parcel either joined together and occupied by one owner or remaining separate, and he shall be entitled to one vote, for each parcel owned.

VIII. Amendment to Declaration.

- (A) This Declaration may be modified or amended by three-fourths (75%) of the unit owners executing the modification instrument with the formalities of a deed, and recording same in the public records of Duval County, Florida; provided:
 - (1) No amendment shall change any condominium parcel nor a unit owner's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any condominium parcel unless the record owners thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the execution of this amendment.
 - (2) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees.
- (B) If this Declaration in whole or in part is deemed to be invalid in that it is in conflict with Chapter 711 of the Florida Statutes, or any other pertinent Florida Statute, the directors of the Association, by majority vote, may amend the Declaration to conform it to the pertinent Florida statute.
- (C) Notwithstanding anything herein or in Paragraph VI to the contrary, the respective grantees, by acceptance of a deed to any unit, agree for themselves, their heirs, successors and assigns, and the holders of any mortgages, liens or other interests in or to any unit, that Developer shall have the right to amend this Declaration and the condominium plot as may be necessary or desirable at any time within two (2) years from the date hereof. Such amendments shall be executed by the Developer alone, provided that if any such amendment shall substantially change the dimensions or location of any unit, the consent and joinder of the owner of such unit must first be obtained, and/or if any such amendment shall materially affect the rights of any institutional mortgagee having a lien on any unit, the consent and joinder of said institutional mortgagee must first be obtained. Amendments shall take effect immediately upon recording in the public records of Duval County, Florida.

IX. By-Laws.

The operation of the condominium property shall be governed by the By-Laws of The Cloister of Atlantic Beach Condominium Association, Inc., a copy of which is attached hereto and made a part hereof as Exhibit F. No modification of or amendment to these By-Laws shall be deemed valid unless set forth in or annexed to a duly recorded amendment to this Declaration in accordance with Paragraph VIII hereinabove.

X. The Association, its powers and responsibilities.

(A) The operation of the condominium shall be vested in The Cloister of Atlantic Beach Condominium Association Inc., a non-profit Florida corporation.

(B) No unit owner, except as an officer of the Association shall have any authority to act for the Association.

(C) The powers and duties of the Association shall include those set forth in the By-Laws referred to in Article IX above, but in the addition thereto, the Association shall have all of the powers and duties set forth in the Condominium Act, as well as all powers, duties granted to or imposed upon it by this Declaration, including:

(1) The irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repair therein, necessary to prevent damage to the common elements or to other unit or units;

(2) The power to make and collect assessments; maintain, repair and replace the common elements;

(3) The duty to maintain accounting records according to good accounting practice which shall be open to inspection by unit owners at all times;

(4) The power to enter into contracts with others for a valuable consideration, for the maintenance and management of subject property, including the normal maintenance and repair of the common elements, and in connection therewith, to delegate the powers and rights herein contained, including, but not limited to, that of making and collecting assessments and perfecting liens for non-payment. The service and maintenance contracts referred to herein may delegate to the service company the duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the common elements, but shall not relieve the condominium unit owner from his personal responsibility to maintain and preserve the interior surface of the condominium units and to paint, clean, decorate, maintain and repair the individual

condominium unit. Each unit owner, his heirs, successors and assigns, shall be bound by any such management agreement or amendments or revisions thereof to the extent and effect as if he had executed such management agreement for the purpose herein expressed, including, but not limited to, adopting, ratifying, confirming and consenting to the execution of same by the Association: covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by unit owners as required under said management agreement, acknowledging that all of the terms and conditions thereof, including the manager's fees are reasonable, and agreeing that the persons acting as directors and officers of the Association entering into such an agreement have not breached any of their duties or obligations to the Association. The management agreement, as well as each and every provision thereof, and the acts of the Board of Directors and officers of the Association entering into such agreement, are hereby ratified, confirmed, approved and adopted.

- (5) The power to adopt reasonable rules and regulations for the maintenance and conservation of the condominium property, and for the health, comfort, safety and welfare of the condominium unit owners, all of whom shall be subject to such rules and regulations.
- (6) The power to enter into a contract with an exterminating company for a valuable consideration, for the eradication of insects, rodents and other pests from the units, common elements and limited common elements. The unit owner, upon the request of the Association, must make his units accessible to said extermination company at a reasonable time and under reasonable conditions. The cost of said extermination and eradication shall be a common expense.

XI. 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 additions to the common elements or limited common elements, except in a manner provided herein.
- (C) No unit owner shall make any alterations in the portions of the improvements of the condominium which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit or impair any easement.

XII. Common expenses and common surplus.

- (A) Common expenses shall include expenses of the operation, maintenance, repair or replacement of the common elements, costs of carrying out

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the powers and duties of the Association, and any other expense designated as common expense by this Declaration and the By-Laws, which shall include, but not be limited to, the following:

- (1) The costs of operation, maintenance, repair and replacement of the common elements and limited common elements;
 - (2) Fire and other casualty and liability insurance as set forth in Article XXVI;
 - (3) Cost of management of the condominium and administrative costs of the Association including professional fees and expenses;
 - (4) Costs of water, electricity and other utilities which are not metered to the individual units;
 - (5) The cost of additions, alterations or improvements, or purchase by the Association of additional lands, leaseholds or other possessory or use rights in lands or facilities, purchased as part of the common elements for the benefit of all the members upon a vote of three-fourths of the unit owners.
- (B) Funds for the payment of common expenses shall be assessed against unit owners in the proportions or percentages of sharing common expenses provided in this Declaration.
- (C) The common surplus shall be owned by unit owners in the shares provided in this Declaration.

XIII. Assessments; liability; lien and priority; interest; collections.

- (A) The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sums necessary to provide for the common expenses of the condominium property, including the expense allocable to services being rendered by a management company with which the Association may contract. Unless specifically waived by the Association, the assessments shall include hazard and liability insurance premiums. A unit owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against 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 use or enjoyment of any common elements, services or recreation facilities, or by abandonment of the unit for which the assessment was made.
- (C) Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate of nine percent (9%) per

annum.

- (D) The Association shall have a lien on each condominium parcel for any unpaid assessments and interest thereon against the owner of such condominium parcel until paid. Such lien shall also include a reasonable attorney's fee incurred by the Association incident to the collection of such assessment or enforcement of such lien. Such liens shall be executed and recorded in the public records of Duval County, Florida, in the manner provided by law, but such liens 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 Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise same if in the best interest of the Association. Said lien shall be effective as and in the manner provided by the Condominium Act and shall have the priorities established by said Act.
- (E) 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, as more fully set forth in Chapter 711 of the Florida Statutes. The Association may bid at any sale and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced.
- (F) Where the mortgagee of a first mortgage of record or other purchaser of a condominium parcel obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or where an institutional first mortgagee of record 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 assessment by the Association pertaining to such condominium parcel or chargeable to the former owner of such parcel which became due prior to the acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer, his successors and assigns.
- (G) Any person who acquires an interest in a condominium parcel, except through foreclosure of a first mortgage of record (or deed in lieu thereof), as specifically provided in the paragraph immediately preceding, including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the condominium parcel or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.

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- (H) The Association, acting through its Board of Directors shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer or to any unit owner or group of unit owners, or to any third party.
- (I) Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a condominium parcel as set out in greater detail in the statutes made and provided for same.

XIV. Termination of condominium.

If all unit owners and the holders of all liens and mortgages affecting any of the condominium parcels execute and duly record an instrument terminating the condominium property, or if "major damage" occurs as defined in the insurance clauses hereunder, said property shall be deemed to be subject to termination and thereafter owned in common by the unit owners. The undivided interest in the property owned in common by each unit owner shall then become the percentage of the undivided interest previously owned by such owner in the common elements.

If the owners of at least 75% of the common elements elect to terminate, and the owners of institutional first mortgages encumbering condominium units representing at least 75% of the common elements concur, they shall have the option to buy the apartments of the other owners for a period of sixty (60) days from the date of the meeting wherein the action to terminate was resolved. The option shall be exercised upon the following terms:

- (A) Exercise of Option: An agreement to purchase, executed by the Association and/or the record owners of the condominium parcels who will participate in the purchase shall be delivered, by personal delivery, or mailed by certified mail or registered mail to each of the record owners of the condominium parcels to be purchased, and such delivery shall be deemed the exercise of the option. The agreement shall indicate which parcels will be purchased by each participating owner and/or the Association, and shall require the purchase of all parcels owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.
- (B) Price: The sales price for each unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by appraisers appointed by the Senior Judge of the Circuit Court in and for the area wherein the condominium is located, on the petition of the seller. The expenses of appraisal shall be paid by the purchaser.
- (C) Payment: The purchase price shall be paid in cash.
- (D) Closing: The sale shall be closed within thirty (30) days following the determination of the sale price.

XV. Equitable relief.

In the event of major damage to or destruction of all

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or a substantial part of the condominium property, and in the event the property is not repaired, reconstructed or rebuilt within a reasonable 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 necessarily include a termination of the condominium and a partition.

XVI. Limitation of Liability.

- (A) The liability of the owner of a unit for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration.
- (B) The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements. A 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 an accident occurring within the house.

XVII. Liens.

- (A) No liens of any nature may be created subsequent to the recording of this Declaration against the condominium property as a whole (as distinguished from individual units) except with 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 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 expense.
- (C) In the event a lien against two or more condominium parcels becomes effective, each owner thereof may relieve his condominium parcel of 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 for such condominium parcel.

XVIII. Remedies for violation.

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

XIX. Easements and Right of User.

- (A) Owners of units shall have as an appurtenance thereto

a perpetual easement for ingress and egress to and from their units over stairs, terraces, balconies, walks and other common elements.

- (B) All condominium property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the building or minor inaccuracies in construction, which easements shall continue until such encroachment no longer exists. If the condominium property be destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments and the maintenance thereof shall exist.
- (C) Easements are reserved through the condominium property as may be required for utility service in order to serve the condominium adequately; provided, however, such easements through an apartment shall only be according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment owner. This provision is in no way intended to abridge any other rights or privileges granted to the Condominium Association hereunder.
- (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 the vehicular traffic over, through and across such portion of the common elements as may from time to time be paved and intended for such purposes, 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.

XX. Membership in Association.

- (A) The Cloister of Atlantic Beach Condominium Association, Inc., a non-profit Florida corporation, was chartered to perform the acts and duties desirable in connection with the management of the units and common elements defined and described in this Condominium Declaration, and to levy and enforce 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 said units.
- (C) Owners of each condominium parcel shall collectively be entitled to one (1) vote, in accordance with voting privileges set forth in the By-Laws attached hereto as Exhibit F.

XXI. Assessments.

- (A) The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year, which budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for taxes, if any, and insurance for the common elements, plus operating and maintenance expenses, cost of manager's office and other reasonable and necessary expenses.

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- (B) The percentage of the annual assessment chargeable for each fiscal year against each unit is set forth in Exhibit E. The annual assessment shall initially be broken into twelve (12) equal parts, payable in advance monthly, on the first day of each month, but the Board of Directors has the power to establish other collection procedures. In addition, the Association has the power to levy special assessments against each unit in its respective percentage, if a deficit should develop in the treasury for the payment of common expenses.

XXII. Developer's Maintenance Cost and Control of the Association

- (A) The maintenance costs for the unsold units chargeable to the Developer will be determined as follows: The total amount projected for common expenses to condominium parcel owners who have taken title to same will be deducted from the total common expenses actually incurred and the difference will be paid by the Developer as its contribution to cover the common expenses for the unsold units. If there are any unsold units on or after December 31, 1975, the Developer will pay the same assessments for common expenses on each of said units as every other owner.
- (B) The first Board of Directors of the Association will remain in office and the Developer will control the operation of the condominium property until the happening of an event specified in Article 7(B) of the Articles of Incorporation of the Association. Upon the happening of each such event, a special meeting for the purpose of electing directors will be held upon due and proper notice to all members and in accordance with the procedures established by the By-Laws.

XXIII. Obligations to members.

In addition to other obligations and duties heretofore set out in this Declaration, every unit owner shall:

- (A) Promptly pay the assessments levied by the Association.
- (B) Maintain in good condition and repair his unit and all interior surfaces within or surrounding his apartment unit (including, but not limited to, the surfaces of the walls, ceilings and floors; the interior surfaces of exterior doors; window glass; and sliding glass doors), whether or not a part of the apartment or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit.
- (C) Not use or permit the use of his unit for any purpose other than as a single family residence

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for himself and members of his family and social guests and tenants.

- (D) Keep pets, birds, or other animals in his unit and the common elements only under regulations established by the Association. The Association shall have the power to change these regulations from time to time, but if pets have been permitted prior to the change in regulations, such change will not affect the rights of unit owners to keep same (but only those).
- (E) Not permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements, or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.
- (F) Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through or under him do likewise.
- (G) Make no alteration, decoration, repair, replacement or change to the common elements or to any exterior portion of the building, except as herein specifically provided to the contrary.
- (H) Allow the Board of Directors or the agents and employees of the Association or the management company to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with this Condominium Declaration.
- (I) Show no sign, advertisement or notice of any type on the common elements or his unit, and erect no exterior antennas and aerials except as provided in uniform rules and regulations promulgated by the Association.
- (J) Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electricians authorized to do such work by the management company or the Association. Plumbing and electrical repairs within a unit shall be the financial obligation of the owners of the unit and paid for forthwith, whereas the corporation shall pay for and be responsible for plumbing repairs and electrical wiring within the common elements..
- (K) Return the "condominium parcel" for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate assessment against his condominium parcel.

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- (L) Not place screens, jalousies or other enclosures on balconies or other parts of the building, even though such areas may be limited common elements.
- (M) Not divide or subdivide a unit for purpose of sale or lease, except to the owner of an adjacent unit. A dwelling unit may be combined with an adjacent dwelling unit and occupied as one single family dwelling.
- (N) Not hang any laundry, garments or other unsightly objects which are visible outside of the unit.
- (O) Not allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, and each unit, the common elements and limited common elements shall at all times be kept in a clean and sanitary condition.
- (P) Not make any use of a unit that violates any laws, ordinances and regulations of any governmental body having jurisdiction.

XXIV. Enforcement of maintenance.

In the event the owner of a unit fails to maintain it as required herein, or otherwise violates the provisions hereof, the Association or any other unit owner shall have the right to proceed in a court of competent jurisdiction to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvement within the unit in good condition, and to collect such assessment and have a lien for same as is otherwise provided herein. After such assessment, the Association shall have the right, for its employees or agents, to enter the unit and do the necessary work to enforce compliance with the above provisions.

XXV. Limited common elements.

Balconies, attics, loggias, terraces, canopies, stairways, entranceways, or other portions of the building appurtenant to and serving only one unit and the patio area as established by the Developer appurtenant to and serving only one unit shall be designated as limited common elements. The above limited common elements are reserved for the use of the units to which they are appurtenant to the exclusion of other units, and there shall pass with a unit as appurtenant thereto the exclusive right to use the limited common element so appurtenant.

Expenses of maintenance and repair relating to such limited common elements shall be borne by or assessed against the individual unit owner owning same, and at the option of the Association, said maintenance and repair shall be performed by the Association or its designee without procuring the appurtenant unit owner's permission.

XXVI. Insurance.

- (A) Purchase of Insurance: The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance insuring all of

the insurable improvements within the condominium, together with such other insurance as the Association deems necessary in and for the interest of the Association, all unit owners and their mortgagees, as their interests may appear, in a company with an "AAA" rating or better, in an amount which shall be equal to the maximum insurable replacement value as determined annually; and 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. Provisions shall be made for the issuance of mortgagee endorsement and memoranda of insurance to the mortgagees of unit owners. All such insurance policies shall be deposited with the Insurance Trustee (as herein after defined), who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

(B) Coverage.

- (1) Casualty. All building and improvements upon the land 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 value, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against: (a) loss or damage by fire and other hazard covered by a standard extended coverage endorsement; and (b) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, 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 Directors of the Association, including, but not limited to, hired automobile and non-owned automobile coverage, and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.
 - (3) Workmen's compensation policy to meet the requirements of law.
 - (4) Such other insurance as the Board of Directors of the Association shall determine from time to time desirable.
- (C) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.
- (D) Insurance Trustee; shares of proceeds: All insurance policies purchased by the Association shall

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be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee, which shall be a bank in Florida with trust powers. The Association shall designate the Insurance Trustee immediately upon the recordation hereof. In the first instance the designated Insurance Trustee must have received the prior approval of the Construction Lender, and, thereafter, the designation of any successor Insurance Trustee must be approved by the institutional first mortgagee holding the greatest dollar amount of first mortgages encumbering units in the condominium. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

- (1) Common elements. Proceeds on account of damage to common elements shall be an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his condominium parcel.
- (2) Units. Proceeds on account of damage to units shall be held in the following undivided shares: (a) when the 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; or (b) when the 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 condominium parcel.
- (3) Mortgagees. In the event a mortgagee endorsement has been issued as to a condominium parcel, the share of the 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 distributions thereof made to the unit owner and mortgagee pursuant to the provisions of this Declaration.
- (E) Distribution of proceeds. Proceeds of insurance policies received by the Association or the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:
 - (1) Expenses of the trust. All expenses of the Insurance Trustee shall be first paid or provision made therefor.

- (2) 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, remittance to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.
- (3) 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, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.
- (4) Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the unit owners and their respective shares of the distribution.
- (F) Association as agent. The Association is hereby irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a condominium parcel and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.
- (G) Unit owner's obligation. Each unit owner has the obligation to purchase public liability insurance to protect himself against claims due to accidents within his unit, and shall purchase casualty insurance on the contents within said unit.

XXVII. Reconstruction or repair after casualty.

- (A) Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not 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) Apartment building.
 - (a) Lesser damage - if the damaged improvement is an apartment building, and if the dwelling units to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired

unless, within sixty (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 an apartment building, and if dwelling units to which more than 50% of the common elements are appurtenant are found by the Board of Directors to be untenable, then the damaged property will not be reconstructed or repaired, and the condominium will be terminated without agreement, as elsewhere provided, unless, within sixty (60) days after the casualty, the owners of 75% of the common elements agree in writing to such reconstruction or repair.
- (3) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.
- (B) Plans and specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original improvements. Any deviations therefrom must be approved by the Board of Directors of the Association, and if the damaged property is an apartment building, by the owners of not less than 75% of the common elements including the owners of all damaged apartments and institutional first mortgagees having a lien on said damaged units, which approval shall not be unreasonably withheld.
- (C) Responsibility. If the damage is only to those parts of one 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, the responsibility of reconstruction and repair after casualty shall be that of the Association.
- (D) Estimates of costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.
- (E) Assessments. The amount by which an award of insurance proceeds is reduced on account of a deductible clause in an insurance policy shall be assessed against all unit owners in proportion to their shares in the common elements. If the proceeds of such assessments and of the 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, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the 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 respective units. Such 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 payments of costs of construction and repair after casualty, which shall consist of proceeds of insurance and funds collected by the Association from assessments against apartment owners, shall be disbursed in payment of such costs in the following manner:

- (1) Damage to Only One Unit. In the event there is damage to only one unit, all insurance proceeds shall be held by the Association for the benefit of the unit owner, or if there is a mortgagee endorsement as to such unit, then for the benefit of the unit owner and the mortgagee jointly. It shall be the duty of the unit owner to restore said unit to the same condition as existed prior to the casualty, whereupon the insurance proceeds shall be paid to the unit owner or the unit owner and the mortgagee jointly as the case may be. If the unit owner fails to restore the unit within a reasonable time, the Association shall have the right to restore the unit and shall assess any costs incurred over and above the insurance proceeds against the unit.
- (2) Minor Damage. If the estimated cost 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.
- (3) Major Damage. If the estimated cost 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 the manner required by the Board of Directors of the Association, and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.
- (4) Bond. If the estimated cost of reconstruction and repair, which is the responsibility of the Association, exceeds the sum of \$15,000.00, the contractor employed by the Association and/or the Insurance Trustee shall be required to furnish a Performance and Payment Bond for all repairs in excess of said sum of \$15,000.00.
- (5) Surplus. It shall be presumed that the first moneys 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 the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the funds 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.

- (6) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether disbursement from the construction fund is to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further provided that when the Association or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

- (G) Eminent domain. The taking of a portion of a unit or of the common elements by eminent domain shall be deemed to be a casualty, and the awards for such taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association and disbursed as provided for insurance proceeds in Article XXVII. Even though the awards may be payable to the owners, the owners shall deposit the awards with the Association; and in the event of failure to do so, in the discretion of the Board of Directors, a special assessment shall be made against a defaulting owner in the amount of his award, or the amount of such award shall be set off against the sums hereafter made payable to such owner. The proceeds of the awards shall be distributed or used in the manner heretofore provided for insurance proceeds except that when the condominium is not to be terminated and one or more units are taken in part, the taking shall have the following effects:

- (1) Unit reduced but tenantable. If the taking reduces the size of a unit and the remaining portion of the unit can be made tenantable, the award for the taking of a portion of the unit shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

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- (a) The unit shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the owner of that particular unit.
- (b) The balance of the award, if any, shall be distributed jointly to the owner and to any mortgagee of the unit.
- (2) Unit made untenable. If the taking destroys or so reduces the size of a unit that it cannot be made tenantable, the award for the taking of the unit shall be paid to the owner and to each mortgagee of the unit included in the mortgagee roster, the remittance being payable jointly to the owner and mortgagees. The remaining portion of the unit, if any, shall become a part of the common elements and shall be placed in condition for use by all of the owners in the manner approved by the Board of Directors and the cost of work shall be a common expense. The shares in the common elements appurtenant to the remaining units of the condominium shall be equitably adjusted to distribute the ownership of the common elements among the reduced number of owners by recomputing the shares of the remaining owners in the common elements as percentages of the total of the shares of such owners as they exist prior to the adjustment. The changes in units, in the common elements and in the ownership of the common elements which are affected by eminent domain shall be evidenced by an amendment of this Declaration which shall be approved only by a majority of all directors of the Association. The amendment shall be recorded at the expense of the Association in the public records of Duval County, Florida.

XXVIII. Office for manager.

If the Association so desires, office space for a manager may be provided, and said office space shall be deemed to be a common element, the cost of which shall therefore be borne by all of the condominium owners as a common expense.

XXIX. Registry of owners and mortgagees.

The Association shall at all times maintain a register setting forth the names of the owners of all the units, and in the event of the sale or transfer of any unit to a third party, the purchaser or transferee shall notify the Association in writing of his interest in such unit, together with the recording information for the instrument by which such purchaser or transferee has acquired his interest in any unit. The owner of each unit shall at all times notify the Association of the names of the parties holding any mortgage or mortgages on any unit, the amount of such mortgage or mortgages, and the recording information for the mortgage or mortgages.

xxx. Transfers subject to Association's right of first refusal.

The transfer of units by any owner other than the Developer shall be subject to the right of first refusal of the Association so long as the condominium property is in useful condition, which right, as hereafter set forth, each owner covenants to observe.

- (A) Notice. No owner may sell any unit or lease it for a term of more than one year (including renewal options) without first giving the Association notice in writing of the intended sale or lease, the name and address of the intended purchaser or lessee, his business or occupation, financial and character references and such other information as the Association may reasonably request (the "notice"), together with an executed copy of the proposed sales contract or lease. Any lease shall expressly provide that the lessee shall comply with all the rules, regulations, and By-Laws of the Association and the terms of this Declaration so long as he is a tenant, and that he shall not sublet the unit, or assign his lease to any person without first granting to the Association the same right of first refusal to take by assignment or sublease the unit as is contained herein. The notice shall be given by registered or certified mail addressed to the Association at the address shown in Article XXXII, Section (B), or such other address as the Association from time to time may furnish to members in writing. Notice to the owner by the Association shall be given by registered or certified mail at the address he designated in the notice.
- (B) Options of Association. The Association shall have the right, at its option, to elect to purchase or lease the unit upon the same terms as stated in the notice, or to assign this right of first refusal to any persons selected by it including any member of the Association. This option shall be exercised at a special meeting of the Association called by the Board of Directors within fifteen (15) days of the receipt of notice.
- (1) If the unit owners holding at least 50% of the voting rights agree in writing before or at the meeting to exercise the option to purchase or lease, the Association shall so notify the owner. Such purchase or lease by the Association or its designee pursuant to sub-paragraph (2) below shall be closed within thirty (30) days thereafter upon the same terms as proposed in the notice. The Board of Directors shall have authority to make such mortgage or other financing arrangements and to make such assessments proportionately among the owners, and to do all other acts as may be deemed necessary to close and consummate the purchase or lease of the unit by the Association.

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- (2) If the unit owners holding at least 50% of the voting rights agree in writing either before or at the meeting to assign the right of first refusal to a third person and if that third person accepts the assignment, the Association shall promptly give written notice thereof to the selling or leasing unit owner stating the name of the person to whom the option to purchase or lease has been assigned. The assignee shall close the transaction within thirty (30) days thereafter on the same terms contained in the notice. The Association shall deliver to the purchaser a certificate of approval which he may record in the public records of Duval County, Florida, at his expense. The Association shall have the right to cause the assignee to specifically perform the purchase or lease of the unit.
- (3) If the selling or leasing unit owner receives notice from the Association that it has elected not to exercise its options, or if the Association fails to give any written notice to the unit owner within thirty (30) days after receipt of the notice, then the unit owner may proceed to close the proposed sale or lease transaction with the named purchaser or lessee at any time within the next ninety (90) days thereafter at the price and on the terms stated in the notice. The Association shall within a reasonable time after the sale furnish to the purchaser a certificate of approval which the purchaser may record in the public records of Duval County, Florida, at his expense. If he fails to close the transaction within the ninety (90) days, his unit shall again become subject to the Association's right of first refusal as herein provided.
- (C) Costs. An owner who is required to give notice to the Association of a transfer of a unit shall pay a reasonable and uniform fee to the Association in an amount determined by the Board of Directors to cover the costs incident to the determination of approval. The fee shall be paid with the giving of the notice, and the notice shall not be complete unless the fee is paid; and if the notice is not given, the fee shall be assessed against the owner liable for the payment.
- (D) Unauthorized transactions. If any owner shall attempt to sell or lease for more than one year a unit without complying with the foregoing provisions, the Association shall have each and all the remedies and actions available to the Association hereunder, or at law or in equity in connection with the proposed sale or lease, including without limitation, the right to specific performance of the right of first refusal, and the right for injunctive relief preventing the proposed sale or lease. The Association shall also have at its option the right to purchase or acquire the

leasehold estate from the new owner or lessee of the unit upon the same terms and conditions as those by which the new purchaser or lessee acquired his interest. In addition to each and all the remedies and actions available to the Association hereunder, or at law or in equity, the Association shall have the right to require that the purchaser or lessee convey his interest in the unit to the Association or its duly selected assignee, upon the terms and conditions herein set forth.

(E) Transfer by the Association. If the Association owns or leases a condominium parcel, the Board of Directors shall have the authority at any time thereafter to sell or sublease the condominium parcel on behalf of the Association upon such terms as the Board of Directors shall deem advisable, without the necessity of complying with the foregoing provisions relating to the Association's right of first refusal, and all the net proceeds or deficits therefrom shall be distributed to, or assessed to, the unit owners in accordance with their ownership interest in the common elements.

(F) Garage units. Because only owners of dwelling units may own garage units, the Association shall have the right to purchase any garage unit from any person or entity owning such unit who does not also own a dwelling unit. The purchase price shall be the cost which the person owning such unit paid for it. The Association has the specific right under this provision to require any person who owns a garage unit and who at any time does not own a dwelling unit to sell that unit to the Association or its designee. This right may be specifically enforced and the person against whom this right is exercised shall bear the cost of all legal fees and other expenses incurred in connection with the exercise of this right.

(G) Exceptions.

(1) The foregoing provisions of this section shall not apply to a transfer to or purchase by an institutional mortgagee which acquires its title as the right of foreclosure of a mortgage, or in lieu thereof, whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by that mortgagee. Neither shall such provisions require the approval of a purchaser who acquires the title to a condominium parcel at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

(2) Notwithstanding any other provisions herein, this Article shall not be applicable to Developer, its successors and assigns, which is irrevocably empowered to sell, lease or rent condominium unit on any terms to any purchasers or lessees for as long as it owns any unit in the condominium.

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The said declarant shall have the right to transact any business necessary to consummate sales of said units, including, but not limited to the right to maintain model apartments, have signs, employees in the offices, use the common elements and show apartments. Sales office signs and all items pertaining to sales shall not be considered common elements, and shall remain the property of the Developer.

XXXI. Utility easements.

The condominium property shall be subject to such easements for utilities as may be required to serve the condominium adequately. Each such easement, whether heretofore or hereafter created, shall constitute a covenant running with the land, and notwithstanding any other provisions of this Declaration, may not be revoked or amended in such a way as to interfere with the proper and intended use and purpose thereof, and shall survive the termination of the condominium. The unit owners do hereby designate the Developer and/or the Association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purpose of creating all such easements as are contemplated by this Article.

XXXII. Miscellaneous.

(A) If any provisions of this Declaration or of the By-Laws attached hereto, or of 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 By-Laws attached hereto, or the Condominium Act, and of the application of any such provisions, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

(B) 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, unless the unit owner has, by written notice duly receipted for, specified a different address. Notices to the Association shall be delivered by certified mail at the primary office of the Association at 10 Tenth Street, Atlantic Beach, Florida 32233.

All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

(C) The Remedy for Violation provided by Section 62 of the Condominium Act shall be in full force and effect. In addition thereto, should the Association find it necessary to bring court action to bring about the compliance with the law, this Declaration and the By-Laws, upon a finding by the court that the violation complained of is willful and deliberate, the unit owner so violating shall reimburse the Association for reasonable attorney's fees incurred by it in bringing such action, as determined by the court.

- (D) Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same. As used herein, the term "member" means and refers to any person, natural or corporate, who is a unit owner, and the term "Association", as defined in Article I hereof, is used synonymously with "Corporation" and refers to The Cloister of Atlantic Beach Condominium Association, Inc.

XXXIII. Developer has obtained a Construction Loan ("the Loan") from Housing Investment Corporation of Florida, a Florida corporation ("Housing"), for the purpose of constructing the Condominium Improvements, which loan is secured by a Mortgage (the "Mortgage") recorded in the Official Records Book 3634, Page 632, of the Public Records of Duval County, Florida. If Housing, its nominee, designee, or any purchaser acquires title to any portion of the Condominium Property by reason of foreclosure of the Mortgage or conveyance to Housing, its nominee, designee, or any other purchaser by Deed in lieu of foreclosure of the Mortgage, (i) Housing, its nominee, designee, or such other purchaser shall succeed to all of the rights of and benefits accruing to Developer under the Declaration of Condominium, the By-Laws and any other documents in connection with the Condominium (the "Condominium Documents") and Housing, its nominee, designee or such other purchaser shall be entitled to exercise all of the rights of and benefits accruing to the Developer under the Condominium Documents as if Housing, its nominee, designee, or such other purchaser was originally named as the Developer in the Condominium Documents, (ii) Housing, its nominee, designee, or such other purchaser shall have the immediate right to remove any and all directors and officers of the Association appointed by developer, anything in the Condominium Documents to the contrary notwithstanding and thereupon Housing, its nominee, designee, or such other purchaser shall have the right to appoint directors and officers of the Association, anything in the Condominium Documents contrary notwithstanding. Contemporaneously with the recording of this Declaration of Condominium in the Public Records of Duval County, Florida or at such later date as Housing shall request; Developer agrees to execute and deliver to Housing such documents as Housing and its counsel may require in order to insure that the provisions of this paragraph will be validly and legally enforceable and effective against Developer and all parties claiming by, through, under or against Developer but not Unit Purchasers, including, without limiting the generality thereof, a modification of the Mortgage in which the rights to be transferred under this paragraph are validly and legally mortgaged to Housing. Developer hereby constitutes Housing, its agent and attorney as agent for Developer to execute on behalf of Developer any documents necessary to validly and legally carry out the right granted to Housing under the terms of this paragraph. The foregoing power is deemed to be

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a power coupled with an interest and is irrevocable by Developer. The By-Laws and any other Condominium Documents are hereby modified in accordance with the provisions with this paragraph anything to the contrary in any provision thereof notwithstanding.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name on _____, 1975.

Signed, sealed and delivered in the presence of:

SOUTHEAST FIRST BANK OF JACKSONVILLE, a banking corporation under the laws of the State of Florida and duly authorized to accept and execute trusts within the State of Florida, as Trustee under the provisions of a certain Trust Agreement dated the 16th day of April, 1973

Carolyn K. Elford

By: Richard L. Whelan
Its Vice President & Trust Officer

Harry O. Kivaid
As to Developer

Attest: Robert J. Brown
Its Vice President & Cashier

[CORPORATE SEAL]

"DEVELOPER"

STATE OF FLORIDA)
) ss:
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 25th day of February, 1975, by Richard L. Whelan Vice President & Trust Officer, and Robert J. Brown Vice President & Cashier of SOUTHEAST FIRST BANK OF JACKSONVILLE, a banking corporation under the laws of the State of Florida, on behalf of the corporation.

Carolyn K. Elford
Notary Public
State of Florida at Large

My commission expires: May 13, 1977

[Notarial Seal]

JOINDER OF MORTGAGEE

The undersigned, HOUSING INVESTMENT CORPORATION OF FLORIDA, a Florida corporation, as the owner and holder of that certain Mortgage, dated December 17, 1973, given by Southeast First Bank of Jacksonville, a Florida banking corporation, as Trustee under the provisions of a certain Trust Agreement dated April 16, 1973, pursuant to power and authority granted in Official Record Volume 3504, Page 1071, as corrected in Official Record Volume 3540, Page 656, both of the public records of Duval County, Florida, to the undersigned, and recorded in Official Record Volume 3634, Page 632, of said public records, does hereby join in the execution of the Declaration of Condominium of The Cloister Condominium, and does hereby agree that the lien of the above described Mortgage is now and shall hereafter be subject to the provisions of said Declaration of Condominium and of Chapter 711 of the Florida Statutes and shall constitute a first lien upon the individual condominium units described therein, including all of the undivided shares of the common areas, facilities and elements.

Nothing herein contained shall be construed to release, exonerate or discharge property encumbered by the above described Mortgage from the lien, operation, force and effect of said Mortgage nor from any right, remedy or privilege of the owner thereof except to the extent herein specifically set forth.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed this 20th day of February, 1975.

Signed, sealed and delivered
in the presence of:

Dale A. Pettinicher

Walter L. Felt

HOUSING INVESTMENT CORPORATION
OF FLORIDA

By E. Allen Hathaway
Its Vice President

ATTEST: Otto Regalado
Its Assistant Secretary

(Corporate Seal)

STATE OF FLORIDA)
) ss:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this
20th day of February, 1975 by E. Allen Hathaway
Vice President, and Otto Regalado
Assistant Secretary, of HOUSING INVESTMENT CORPORATION OF FLORIDA,
a Florida corporation, on behalf of the corporation.

William M. Connolly
Notary Public
State of Florida at Large

My commission expires: NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 13, 1977

(Notarial Seal)

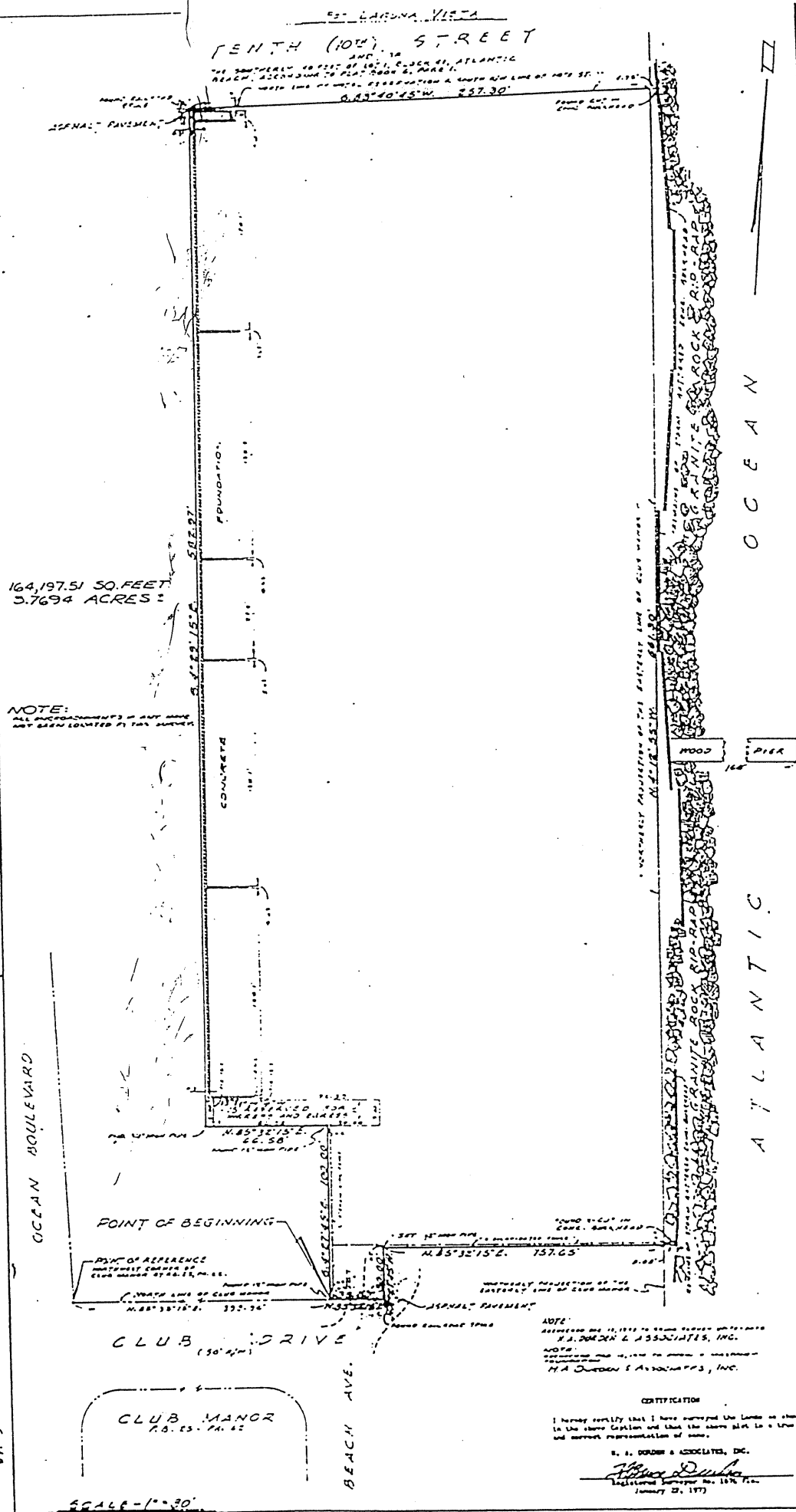
That certain piece, parcel or tract of land, situate, lying and being in the County of Duval, City of Atlantic Beach, State of Florida, known and described as:

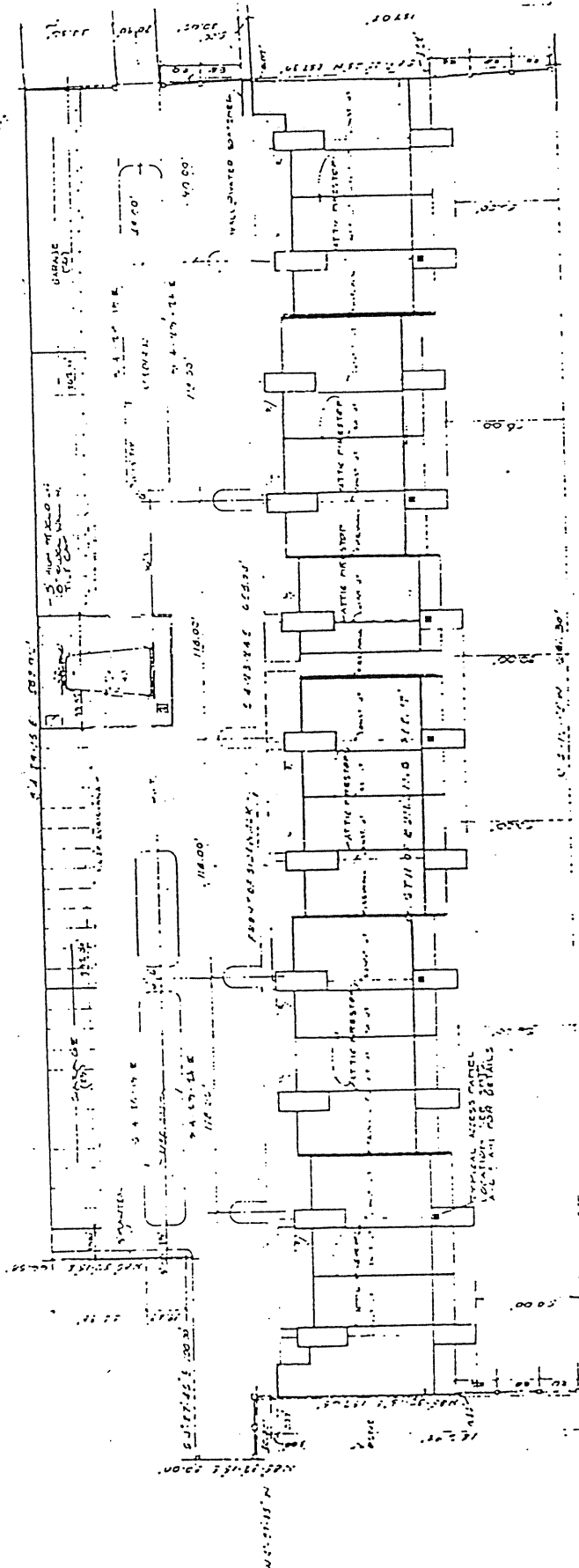
A part of the Hotel Reservation as shown on the Plat of Atlantic Beach, Florida, as recorded in Plat Book 5, page 64 of the current public records of Duval County, Florida, more particularly described as follows: For a Point of Reference commence at the Northwest corner of Club Manor, as recorded in Plat Book 25, page 62 of the current public records of Duval County, Florida; thence run North 85° 32' 15" East, along the North line of said Club Manor, a distance of 393.96 feet to the Point of Beginning; thence continue North 85° 32' 15" East, along said North line, a distance of 30.00 feet; thence run North 4° 27' 45" West perpendicular to said North line of Club Manor, a distance of 30.00 feet; thence run North 85° 32' 15" East, parallel to said North line of Club Manor, a distance of 157.65 feet to the Northerly projection of the Easterly line of said Club Manor; thence run North 4° 12' 55" West along the Northerly projection of the Easterly line of said Club Manor, a distance of 661.30 feet to the North line of said Hotel Reservation, said North line of the Hotel Reservation being also the South right of way line of Tenth Street as now established as a 40-foot right of way; thence run South 83° 40' 45" West along said North line of the Hotel Reservation, a distance of 257.30 feet; thence run South 4° 29' 15" East, a distance of 582.97 feet; thence run North 85° 32' 15" East, parallel to said North line of Club Manor, a distance of 66.58 feet; thence run South 4° 27' 45" East, perpendicular to said North line of Club Manor, a distance of 100.00 feet to the Point of Beginning; TOGETHER WITH all right, title and interest of the Mortgagor in and to the land, if any, lying between the foregoing described land and the ordinary high water mark of the Atlantic Ocean and together with all riparian and littoral rights, if any, thereunto belonging or in anywise appertaining;

SUBJECT, HOWEVER, to that certain easement and right of way for ingress and egress reserved in deed recorded in Official Records Volume 2432 beginning at page 447 of the public records of Duval County, Florida as set forth in the description of Parcel C in said deed, said easement and right of way affecting a 15-foot wide strip of land described as follows:

For a point of reference commence at the above-described point of beginning; thence run North 4° 27' 45" West, perpendicular to the aforesaid North line of Club Manor, a distance of 100.00 feet to the Point of Beginning of said 15-foot strip being described; thence run North 85° 32' 15" East parallel to said North line of Club Manor a distance of 30.00 feet; thence run North 4° 27' 45" West, perpendicular to said North line of Club Manor, a distance of 15.00 feet; thence run South 85° 32' 15" West parallel to said North line of Club Manor, a distance of 96.59 feet; thence run South 4° 29' 15" East, a distance of 15 feet; thence run North 85° 32' 15" East, parallel to said North line of Club Manor, a distance of 66.58 feet to the Point of Beginning.

OFFICIAL RECORDS ٥٩١



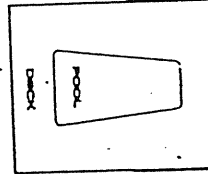


HORIZONTAL CONTROL

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OFFICIAL RECORDS

a-1	9'8 7/8" X 23' 1/2"
a-2	10' 5/8" X 23' 1/8"
a-3	9'11 3/8" X 23' 5/8"
a-4	10' 1/8" X 23' 3/8"
a-5	10' X 23'
a-6	9'11 5/8" X 23' 1/2"
a-7	10' 1/4" X 23' 3/4"
a-8	9'11 3/4" X 23' 1/2"
a-9	10' 3/8" X 23' 1/2"
a-10	9'11 1/2" X 22'11 5/8"
a-11	10' 1/4" X 23' 7/8"
a-12	10'2 5/8" X 23' 7/8"
a-13	9'11 5/8" X 23' 1/4"
a-14	9'11 7/8" X 23' 5/8"
a-15	10' 1/4" X 23' 3/4"
a-16	10' X 23' 5/8"
a-17	10' X 23'
a-18	9'11 3/4" X 23' 1/2"
a-19	10' 3/8" X 23' 5/8"
a-20	9'11 7/8" X 23' 3/8"
a-21	10' X 23' 5/8"
a-22	10' 1/4" X 23' 3/4"
a-23	9'11 3/4" X 23' 3/8"
a-24	9'11 3/4" X 23' 7/8"
a-25	10' 1/4" X 23' 7/8"



a-26	9'11 5/8" X 23' 3/4"
a-27	9'11 7/8" X 23' 1/2"
a-28	9'11 3/4" X 23' 1/2"
a-29	10' X 23' 1/8"
a-30	10' X 23' 3/8"
a-31	9'11 5/8" X 23' 1/4"
a-32	10' 1/8" X 23' 3/8"
a-33	10' X 23' 3/8"
a-34	10' 1/4" X 23' 1/2"
a-35	9'11 1/2" X 23' 1/8"
a-36	10' 3/8" X 23' 1/8"
a-37	10' 1/4" X 23' 1/8"
a-38	9' 11" X 23' 1/8"
a-39	9'11 5/8" X 23' 3/4"
a-40	10' X 23' 1/4"
a-41	10' X 23' 7/8"
a-42	10' X 23' 1/2"
a-43	10' X 23' 3/4"
a-44	9'11 5/8" X 23' 1/2"
a-45	10' 3/8" X 23' 1/2"
a-46	9'11 3/4" X 23' 3/8"
a-47	9'11 3/4" X 23' 1/4"
a-48	10' 3/8" X 23' 3/8"
a-49	9'11 3/4" X 23' 5/8"
a-50	10' 1/4" X 23' 5/8"

Garage Dimensions

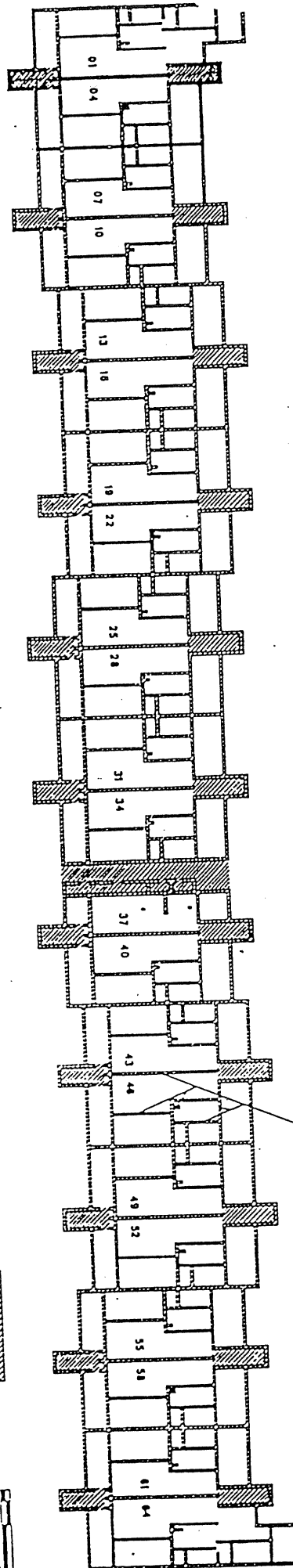
GARAGE PLAN

Figure 1 shows a schematic diagram of the experimental setup. It depicts a cross-section of a specimen with a central channel. The specimen is divided into three regions: a left region with a width of 0.5, a central channel with a width of 0.5, and a right region with a width of 0.5. The total width is 1.5. The specimen is supported by a base. The diagram is labeled with dimensions and a scale bar.



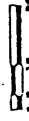
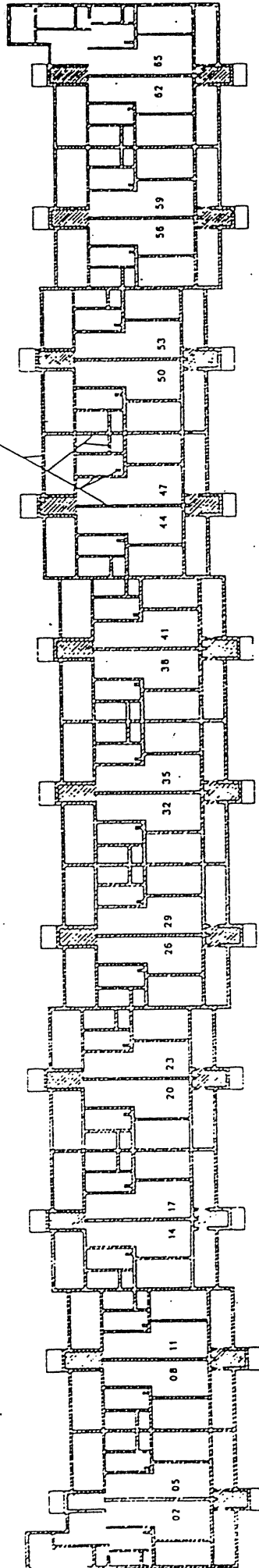
CONFIDENTIAL

1



COMMON elements: electrical & telephone conduit, water lines
plumbing risers, vent ducts, miscellaneous pipes, ceiling &
stairway walls

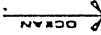
COMMON ELEMENTS-ELECTRICAL & TELEPHONE CONDUIT, WATER LINES, PLUMBING RISERS, VENT DUCTS, REFRIGERANT PIPING, SEWERING & EXTERIOR WALLS



COMMON ELEMENTS



NORTH



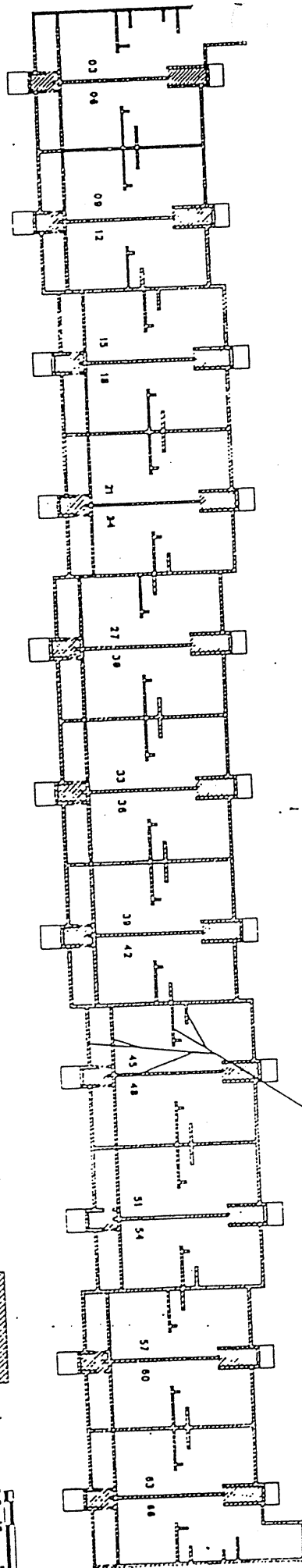
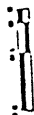
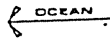
OCEAN

SECOND FLOOR PLAN

07	05	08	11	14	17	20	23	26	29	32	35	38	41	44	47	50	53	56	59	62	65
----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----

SCALE - 1/8" = 1'-0"

D-14007 IN BALCONY : 8.303



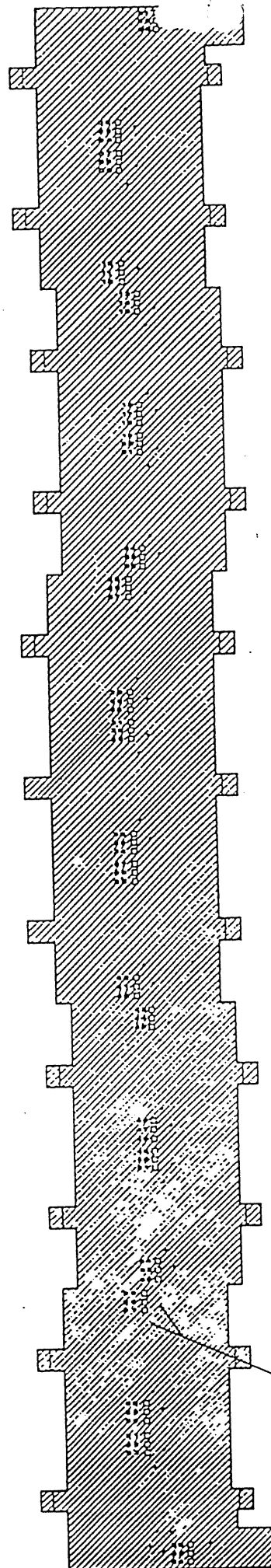
COMMON ELEMENTS - ELECTRICAL & TELEPHONE CORDS, WATER LINES,
PLUMBING RISERS, VENT DUCTS, PERIMETER AIR-INS., BRASSING &
HYDRON WALLS

THIRD FLOOR PLAN

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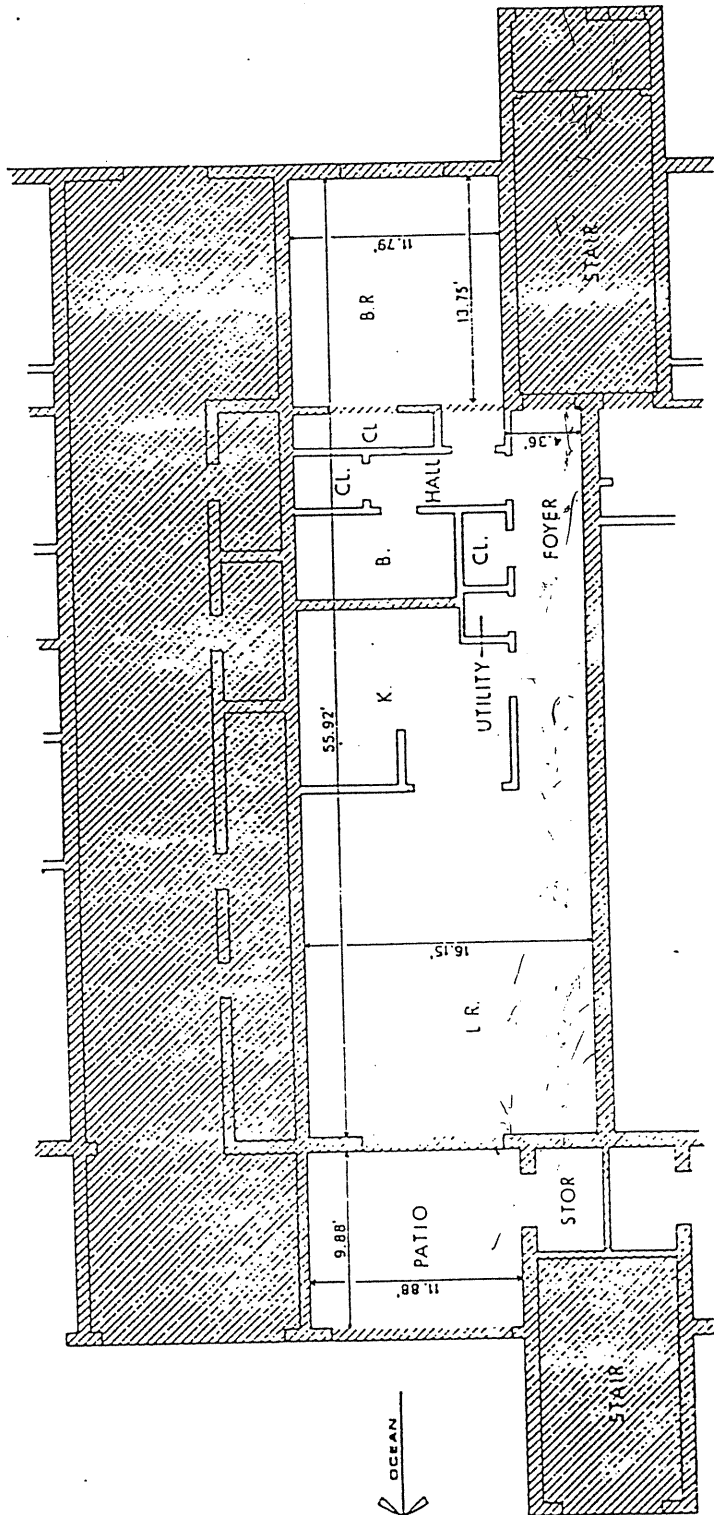
OFFICIAL RECORDS

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----



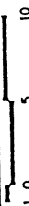
GROUND SURFACE - 100' x 100' (INCLUDING 10' GROUND SURFACE)

ROOF PLAN

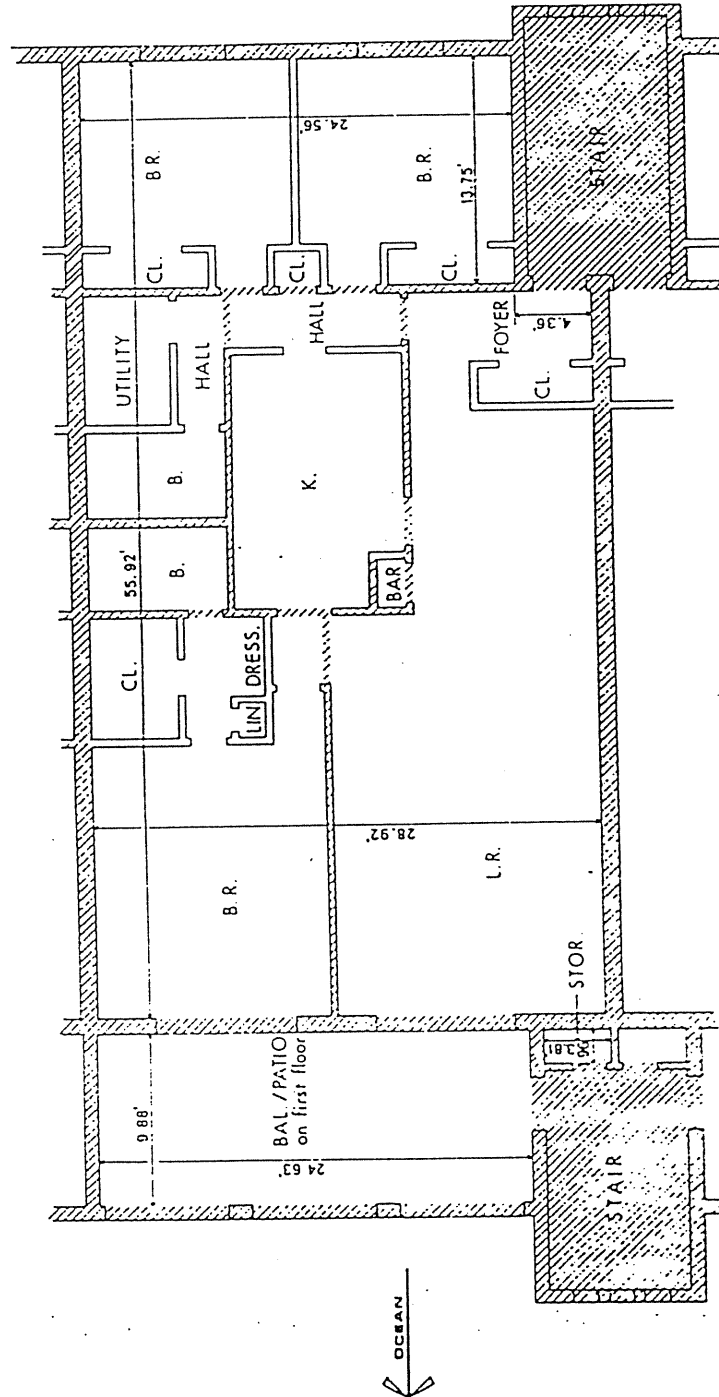


No. 37

One Bedroom Unit

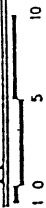


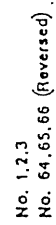
All ground floor units have storage closet similar to that shown on One Bedroom Unit.



No. 7, 8, 9, 13, 14, 15, 19, 20, 21, 25, 26, 27, 31, 32, 33, 38, 39,
43, 44, 45, 49, 50, 51, 55, 56, 57, 61, 62, 63
No. 4, 5, 6, 10, 11, 12, 16, 17, 18, 22, 23, 24, 28, 29, 30, 34, 35
36, 40, 41, 42, 46, 47, 48, 52, 53, 54, 58, 59, 60 (Reversed)

Typical Three Bedroom Unit





Typical Four Bedroom Unit

EMILIO ZELLER III ARCHITECT
1000 RIVERSIDE AVENUE • SUITE 614
JACKSONVILLE, FLORIDA 32204

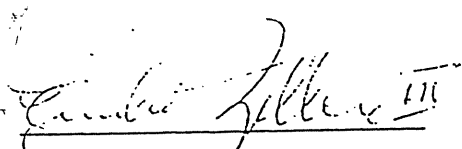
VOL 3876 PG 491
OFFICIAL RECORDS

ARCHITECT'S CERTIFICATE

Exhibit D

Re: The Cloister Condominium
10 Tenth Street
Atlantic Beach, Florida 32233

The construction of the improvements described is sufficiently complete so that such material, together with the wording of the declaration, is a correct representation of the improvements described, and that there can be determined therefrom the identification, location, and dimensions of the common elements and of each unit.


Emilio Zeller, III, Architect
Florida Certificate # 2897

5 February 1975

EXHIBIT D - PAGE 1

Brief Description of Units

Garages # 1 - 50	Covered parking stalls, all substantially the same.
1 Bedroom # 37	1 bedroom- 1 bath, on the ground floor.
3 Bedroom #4, 7, 10, 13, 16, 19, 22, 25, 28, 31, 34, 40, 43, 46, 49, 52, 55, 58, 61.	3 bedroom - 2 bath, on the ground floor.
#5, 8, 11, 14, 17, 20, 23, 26, 29, 32, 35, 38, 41, 44, 47, 50, 53, 56, 59, 62.	3 bedroom - 2 bath, on the second floor
#6, 9, 12, 15, 18, 21, 24, 27, 30, 33, 36, 39, 42, 45, 48, 51, 54, 57, 60, 63.	3 bedroom - 2 bath, on the third floor.
4 Bedroom #1 and 64.	4 bedroom - 2 bath, on the ground floor.
# 2 and 65.	4 bedroom - 2 bath, on the second floor.
# 3 and 66.	4 bedroom - 2 bath, on the third floor.

OFFICIAL RECORDS

EXHIBIT E

OWNERSHIP OF THE COMMON ELEMENTS AND COMMON SURPLUS
AND APPORTIONMENT OF COMMON EXPENSES

The undivided shares in the Common Elements which are appurtenant to each unit and the manner of sharing common expenses and owning common surplus stated as percentages, are as follows:

<u>UNIT NUMBERS</u>	<u>TYPE OF UNIT</u>	<u>PERCENTAGE APPLICABLE TO EACH UNIT</u>
1, 2, 3, 64, 65 & 66	4 bedroom	1.73%
37	1 bedroom	.84%
4 through 36 inclusive and 38 through 63 inclusive	3 bedroom	1.42%
G-1 through G-50 inclusive	garage	.10%

These percentages were derived through a formula based on the relative square footage of the three types of dwelling units and assigned to the garage units on the basis of the relative share of the common expenses reasonably attributable to them. Minor adjustments were made in the computations to result in a total of 100%. Such resulting values do not necessarily reflect or represent the selling price or actual value of any unit, and no opinion, appraisal, sale or market value transaction at a greater or lesser price than the assigned values recited herein shall be interpreted as requiring or permitting any change in the percentage of undivided interest assigned herein.

EXHIBIT 2
ARTICLES OF INCORPORATION

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Article 8 Officers	3
Article 9 First Board of Directors	4
Article 10 By-Laws	4
Article 11 Amendments	4
Article 12 Indemnification	5
Article 13 Non-Profit Status	5
Article 14 Address	5

ARTICLE 7 CONTAINS PROVISIONS RELATING TO CONTROL
OF THE ASSOCIATION BY THE DEVELOPERS.