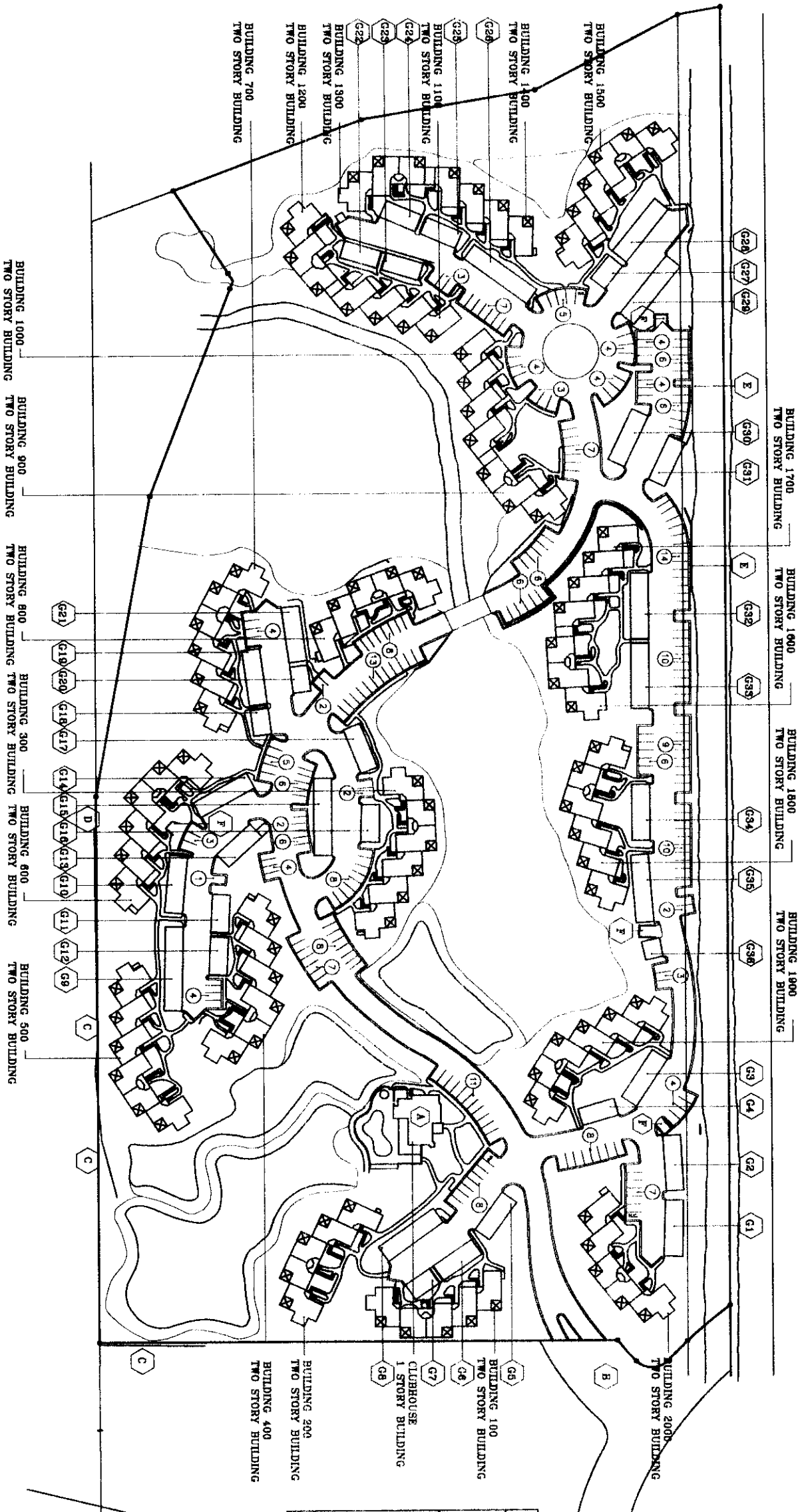


Villas at Marsh Landing Condominium

Jacksonville Beach, Florida



LEGEND	
⊙	DENOTES PARKING SPACES
ACCESSORY BUILDING LEGEND: ○	
A.	CLUBHOUSE (1 STORY)
B.	ENTRY TOWER & GATES
C.	WOOD FENCE
D.	CHAIN LINK FENCE
E.	WOOD BULKHEAD
F.	DUMPSTER
G#	GARAGE NUMBER

SITE PLAN
SCALE: 1" = 150'-0"

PREPARED BY:
The Brown Group Architects, Inc.
2290 Peachtree Road, NE
Atlanta, Georgia 30309
(404) 803-3500

1
A0.1

SITE PLAN

1" = 150'-0"

6351 abed 1531 Book



EXHIBIT:

SHEET:

LEGEND

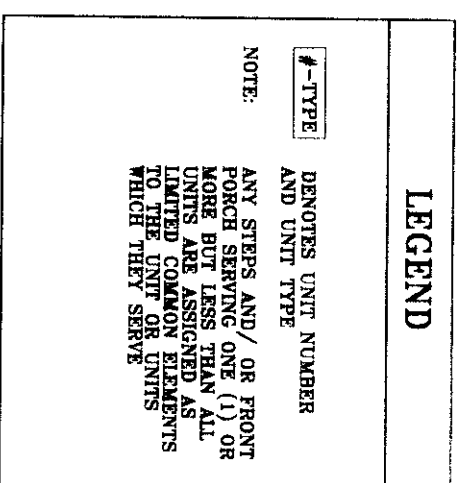
	DENOTES COMMON AREAS
	DENOTES LIMITED COMMON ELEMENTS
ACCESSORY BUILDING LEGEND:	
A. CLOTHOUSE (1 STORY)	
B. ENTRY TOWER & GATES	
C. WOOD FENCE	
D. CHAIN LINK FENCE	
E. WOOD BULKHEAD	
F. DUMPSTER	
G. GARAGE NUMBER	

SCALE: 1" = 50'-0"

1
AO.2

EXHIBIT:

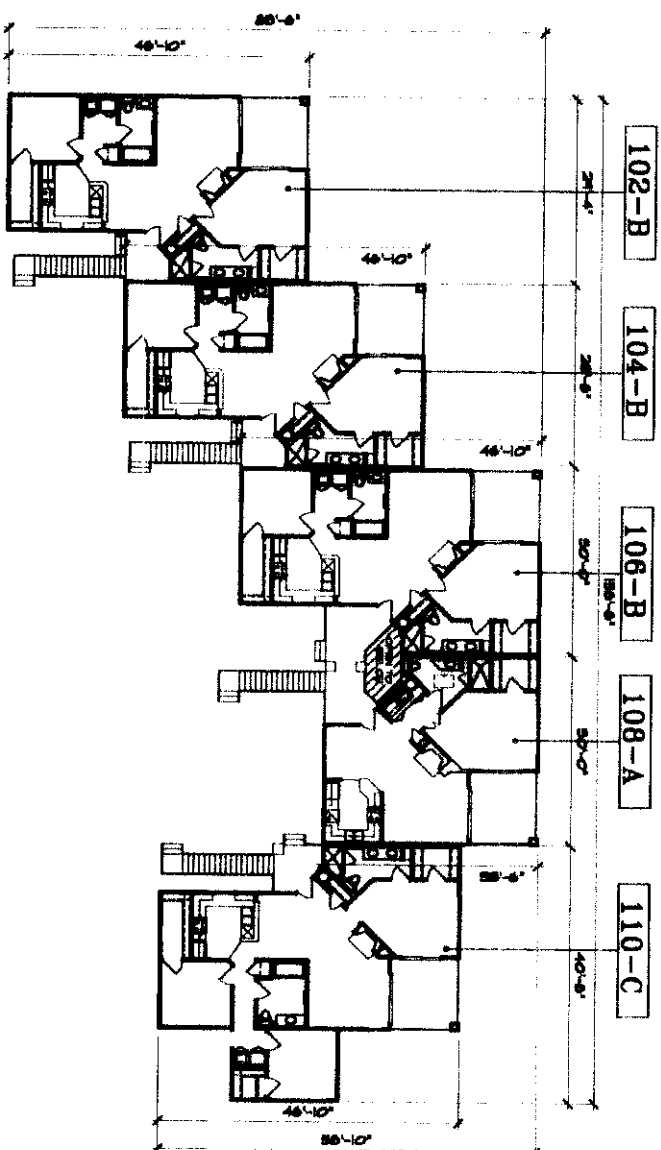
SHEET:



SCALE: 1" = 30'-0"

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



1
SECOND LEVEL BUILDING PLAN
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL

NORTH

PREPARED BY:
The Brown Group Architects, Inc.
2299 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3500

LEGEND

#-TYPE
DENOTES UNIT NUMBER
AND UNIT TYPE

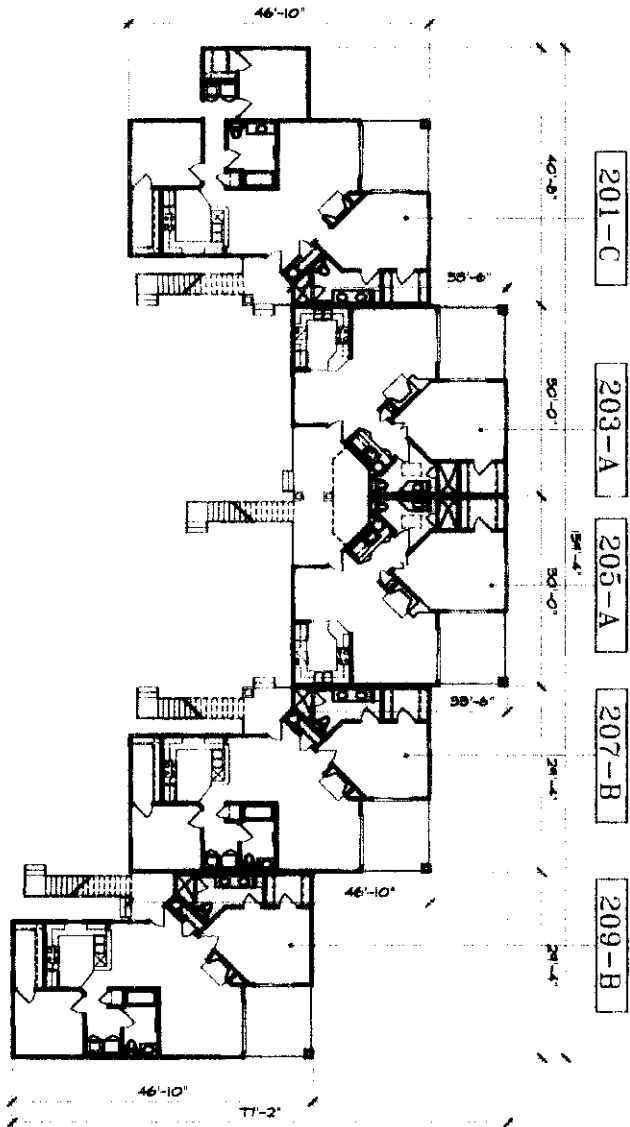
NOTE:
ANY STEPS AND/ OR FRONT
PORCH SERVING ONE (1) OR
MORE BUT LESS THAN ALL
UNITS ARE ASSIGNED AS
LIMITED COMMON ELEMENTS
TO THE UNIT OR UNITS
WHICH THEY SERVE

BUILDING 100 FLOOR PLAN
SCALE: 1" = 30'-0"

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



1
FIRST LEVEL BUILDING PLAN
A1.3
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL
NORTH

LEGEND

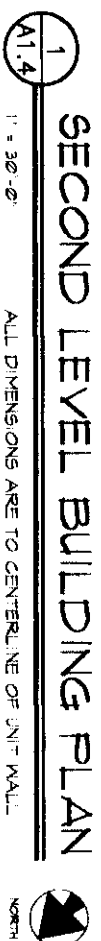
#-TYPE

DENOTES UNIT NUMBER
AND UNIT TYPE

NOTE:

ANY STEPS AND / OR FRONT
PORCH SERVING ONE (1) OR
MORE BUT LESS THAN ALL
UNITS ARE ASSIGNED AS
LIMITED COMMON ELEMENTS
TO THE UNIT OR UNITS
WHICH THEY SERVE

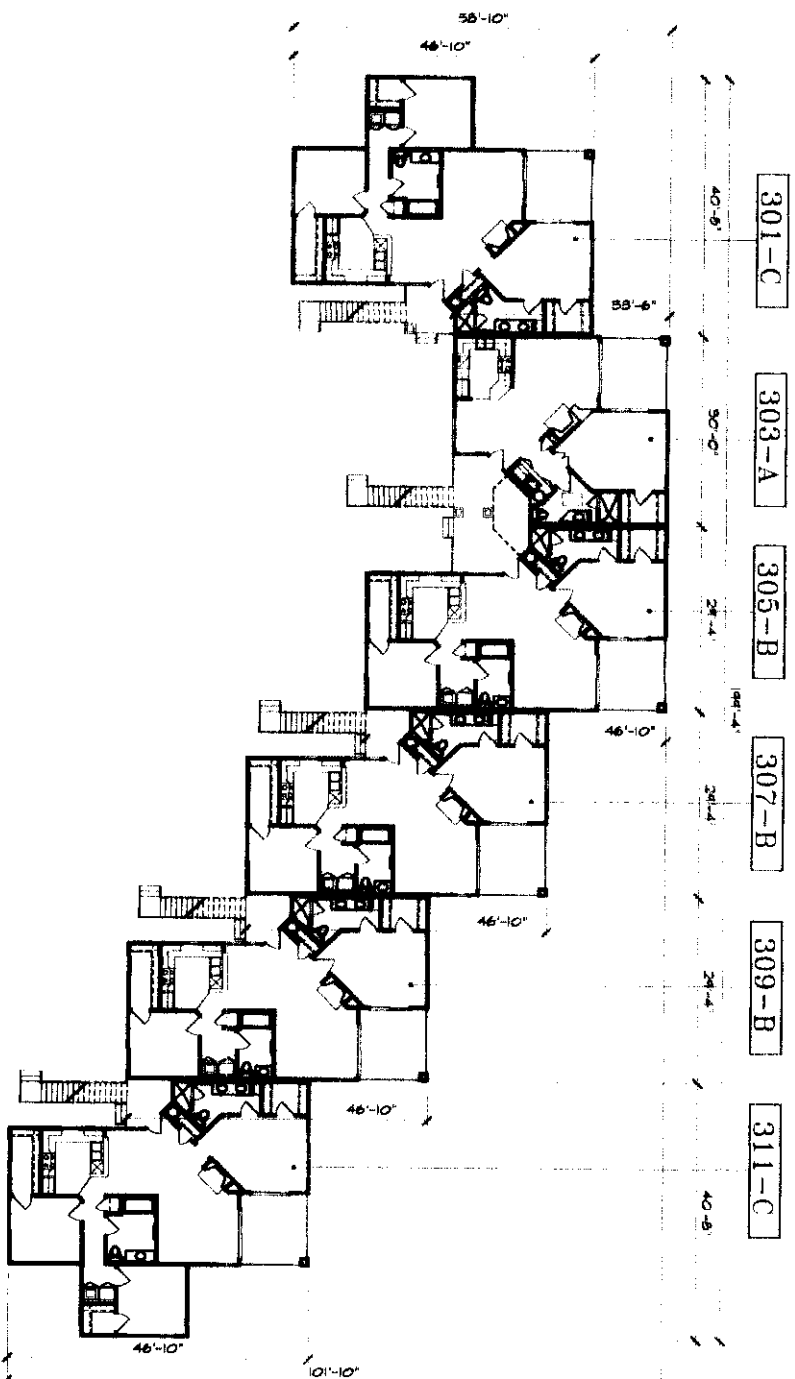
BUILDING 200 FLOOR PLAN
SCALE: 1" = 30'-0"



SCALE: 1" = 30'-0"

LEGEND

SHEET:



1
A1.5

FIRST LEVEL BUILDING PLAN

1" = 30'-0"

ALL DIMENSIONS ARE TO CENTERLINE OF JNT WALL



BUILDING 300 FLOOR PLAN

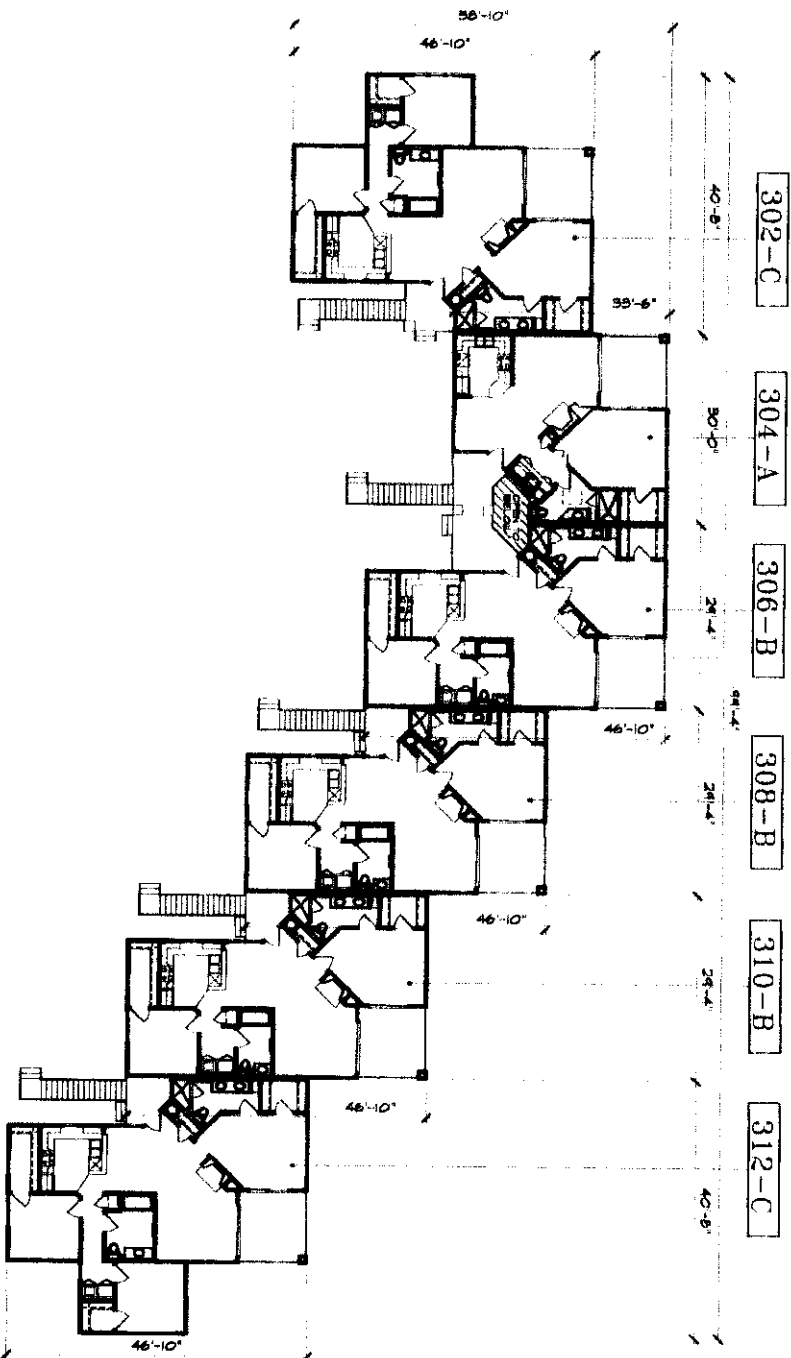
SCALE: 1" = 30'-0"

LEGEND

#-TYPE	DENOTES UNIT NUMBER AND UNIT TYPE
NOTE:	ANY STEPS AND/ OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

Villas at Marsh Landing Condominium Jacksonville Beach, Florida

PREPARED BY:
The Brown Group Architects, Inc.
2288 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3500



1
A1.6
SECOND LEVEL BUILDING PLAN
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL.
NORTH

LEGEND

#-TYPE DENOTES UNIT NUMBER AND UNIT TYPE

NOTE:
ANY STEPS AND/ OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

BUILDING 300 FLOOR PLAN

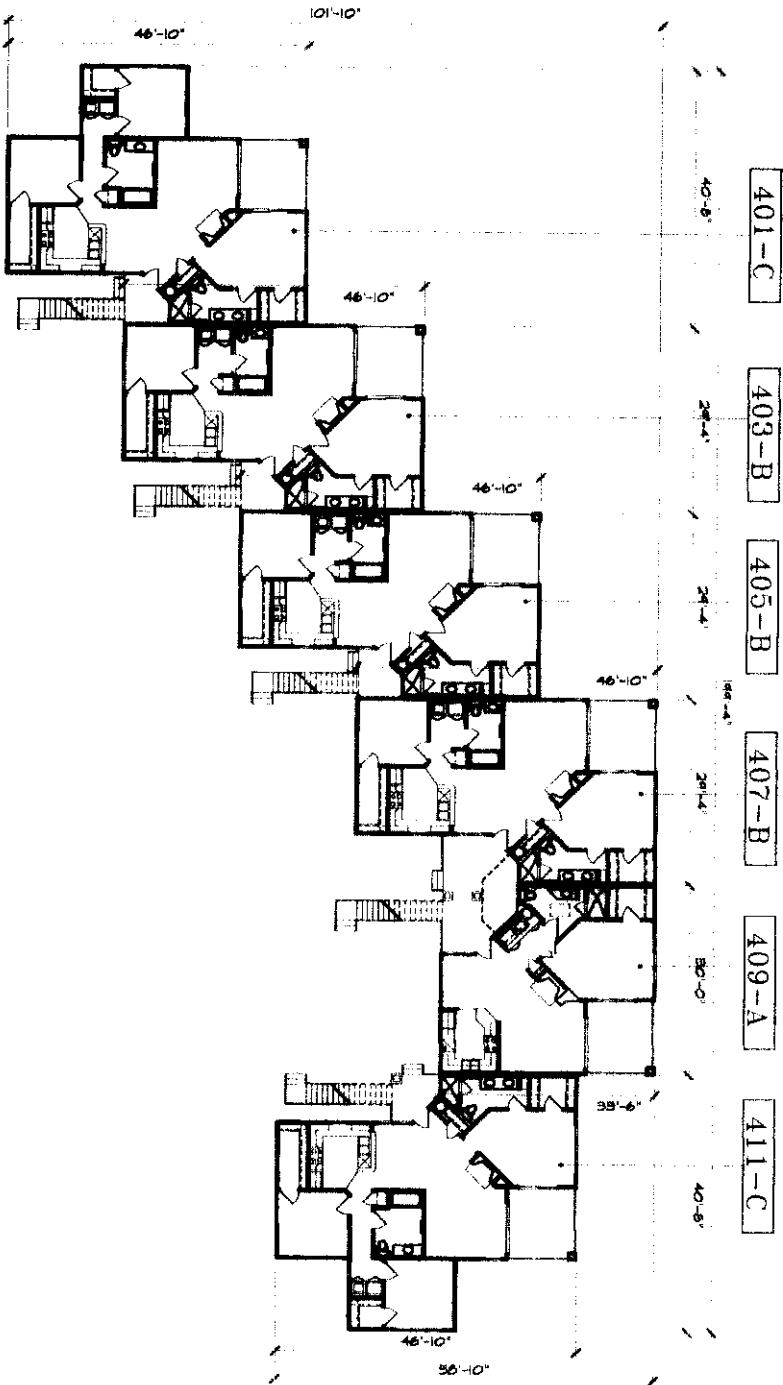
SCALE: 1" = 30'-0"

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida

PREPARED BY:
The Brown Group Architects, Inc.
2299 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3500



1
FIRST LEVEL BUILDING PLAN
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL
NORTH

LEGEND

#-TYPE: DENOTES UNIT NUMBER AND UNIT TYPE

NOTE: ANY STEPS AND/ OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

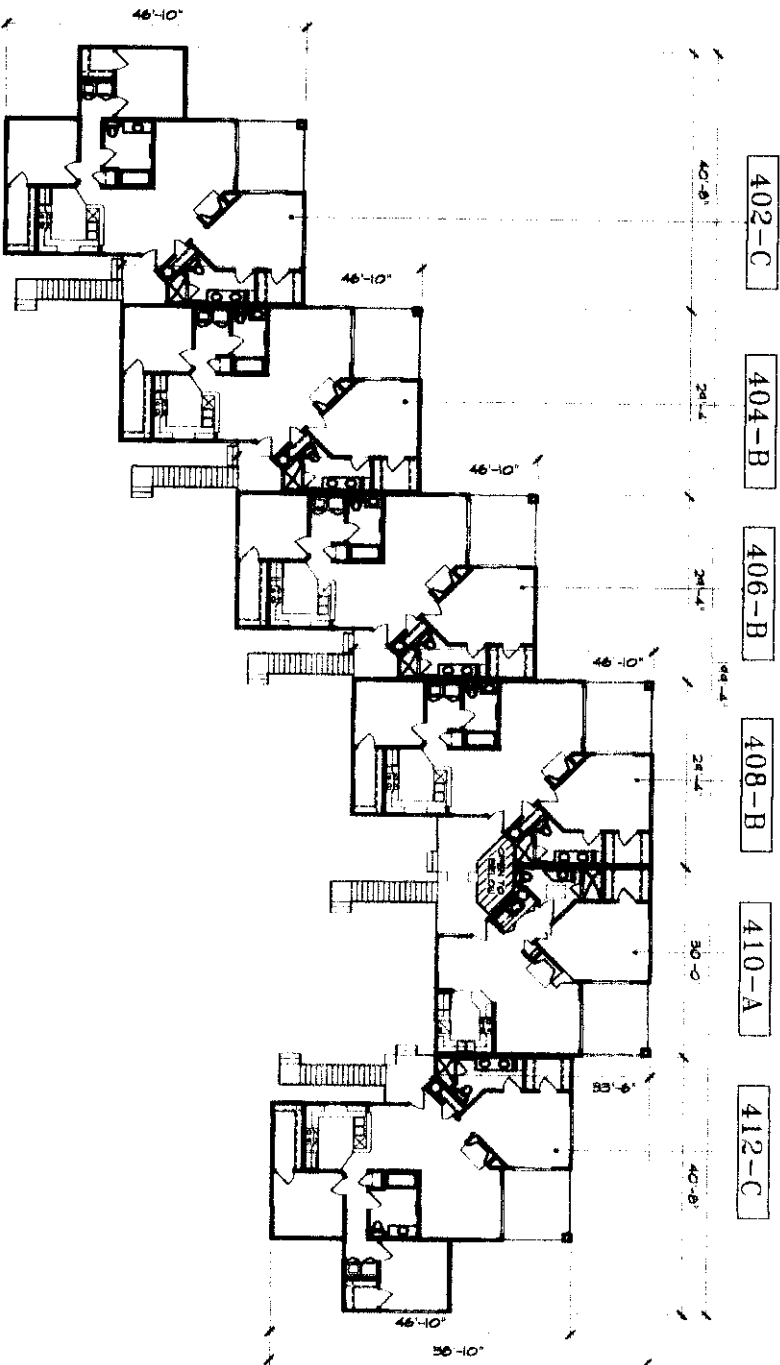
BUILDING 400 FLOOR PLAN
SCALE: 1" = 30'-0"

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida

PREPARED BY:
The Brown Group Architects, Inc.
2299 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3500



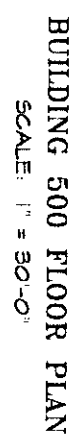
1
A1.8
SECOND LEVEL BUILDING PLAN
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL
NORTH

LEGEND	
#-TYPE	DENOTES UNIT NUMBER AND UNIT TYPE
NOTE:	ANY STEPS AND/OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

BUILDING 400 FLOOR PLAN
SCALE: 1" = 30'-0"

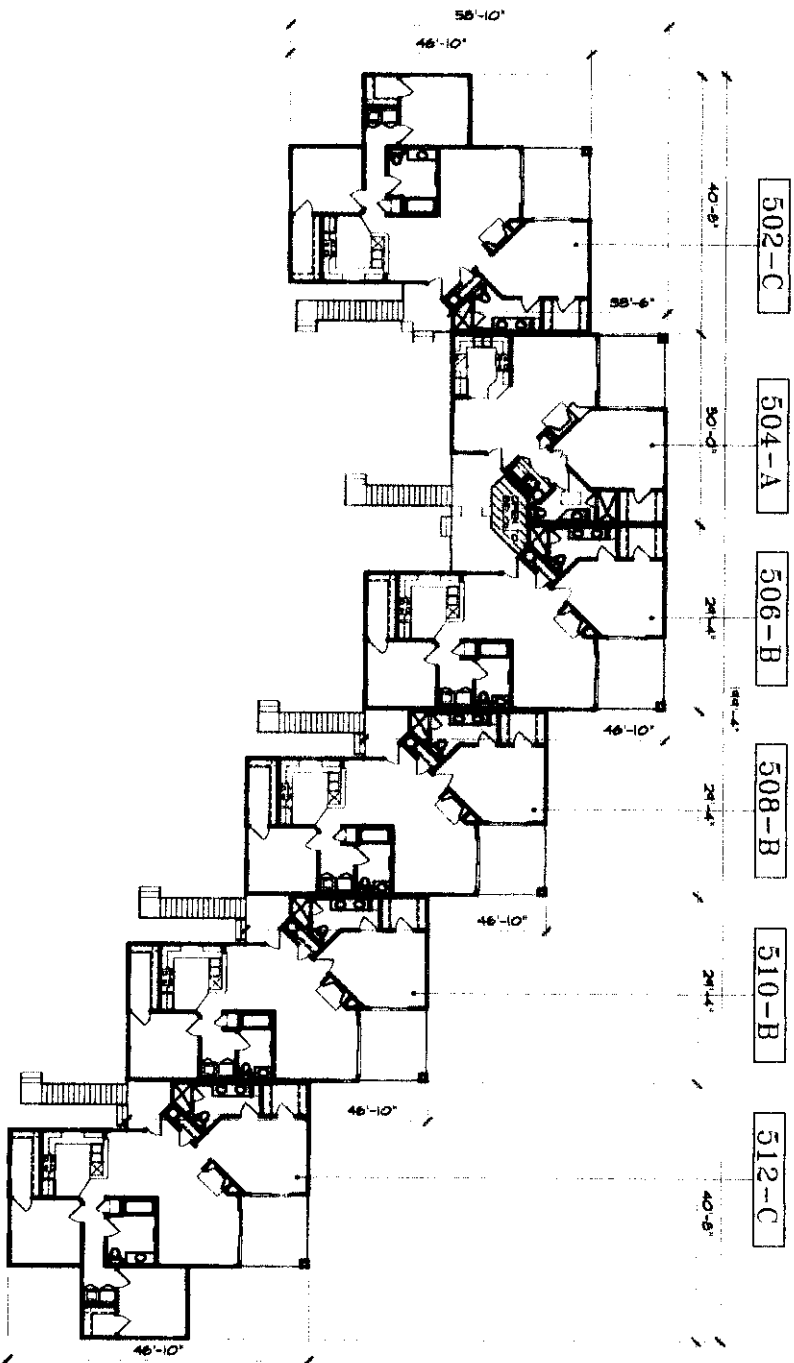
EXHIBIT:

SHEET:



SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



1 SECOND LEVEL BUILDING PLAN
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL



LEGEND

#-TYPE DENOTES UNIT NUMBER AND UNIT TYPE

NOTE: ANY STEPS AND/ OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

BUILDING 500 FLOOR PLAN

SCALE: 1" = 30'-0"

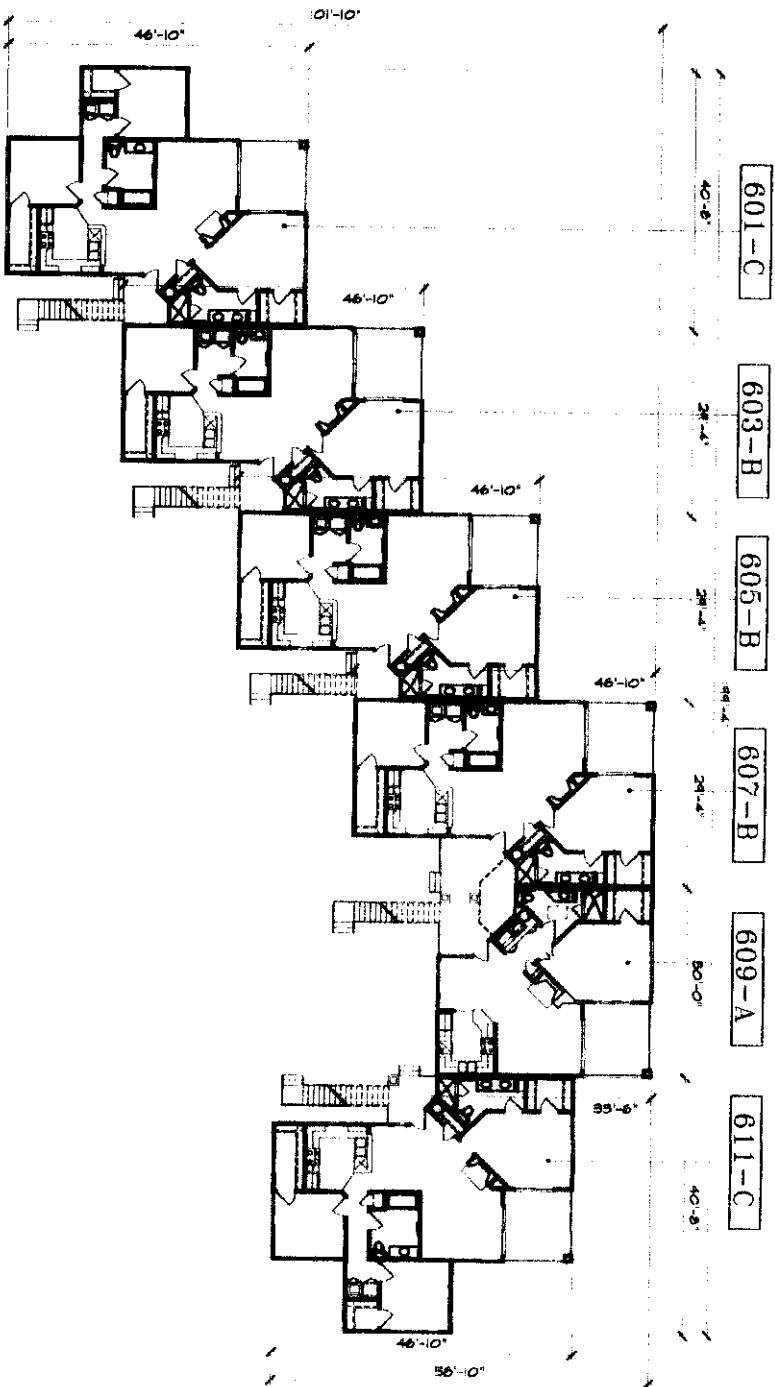
PREPARED BY:
The Brown Group Architects, Inc.
2288 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3500

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida

PREPARED BY:
The Brown Group Architects, Inc.
2299 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3500



FIRST LEVEL BUILDING PLAN
A1.1
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL
NORTH

LEGEND

#-TYPE	DENOTES UNIT NUMBER AND UNIT TYPE
--------	-----------------------------------

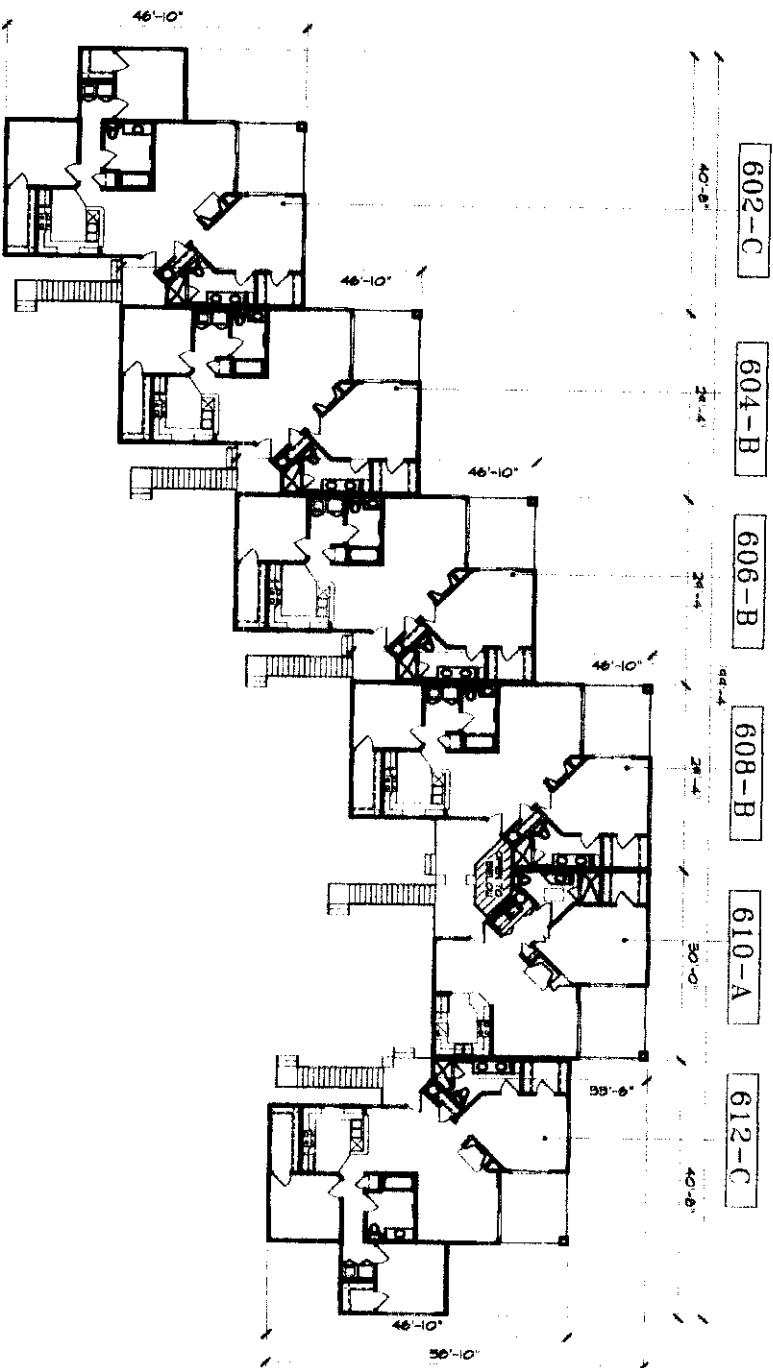
NOTE:
ANY STEPS AND/ OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

BUILDING 600 FLOOR PLAN
SCALE: 1" = 30'-0"

EXHIBIT: SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida

PREPARED BY:
The Brown Group Architects, Inc.
2288 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3500



1
SECOND LEVEL BUILDING PLAN
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL
NORTH

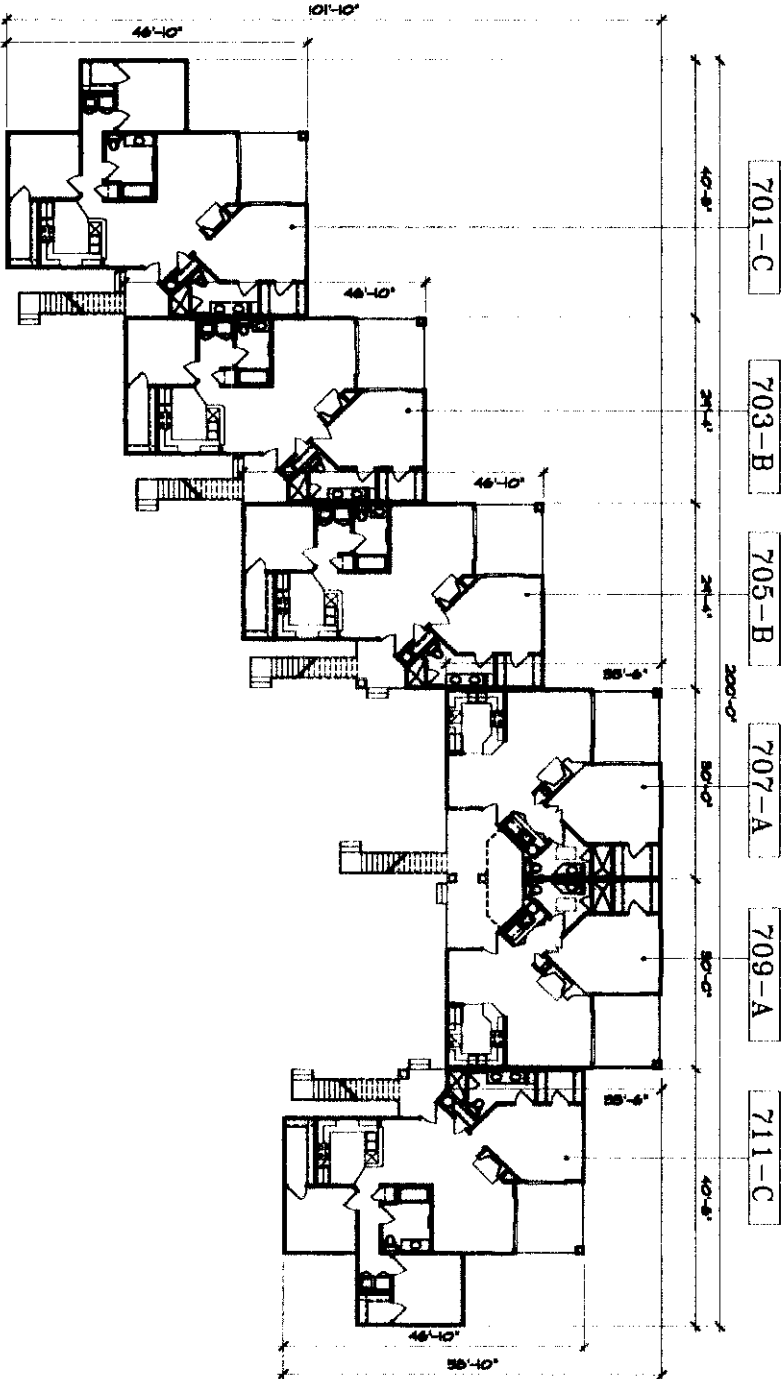
LEGEND	
#-TYPE	DENOTES UNIT NUMBER AND UNIT TYPE
NOTE: ANY STEPS AND/OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE	

BUILDING 600 FLOOR PLAN
SCALE: 1" = 30'-0"

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



FIRST LEVEL BUILDING PLAN
1
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL
NORTH

LEGEND

#-TYPE

DENOTES UNIT NUMBER
AND UNIT TYPE

NOTE:

ANY STEPS AND/ OR FRONT
PORCH SERVING ONE (1) OR
MORE BUT LESS THAN ALL
UNITS ARE ASSIGNED AS
LIMITED COMMON ELEMENTS
TO THE UNIT OR UNITS
WHICH THEY SERVE

BUILDING 700 FLOOR PLAN
SCALE: 1" = 30'-0"

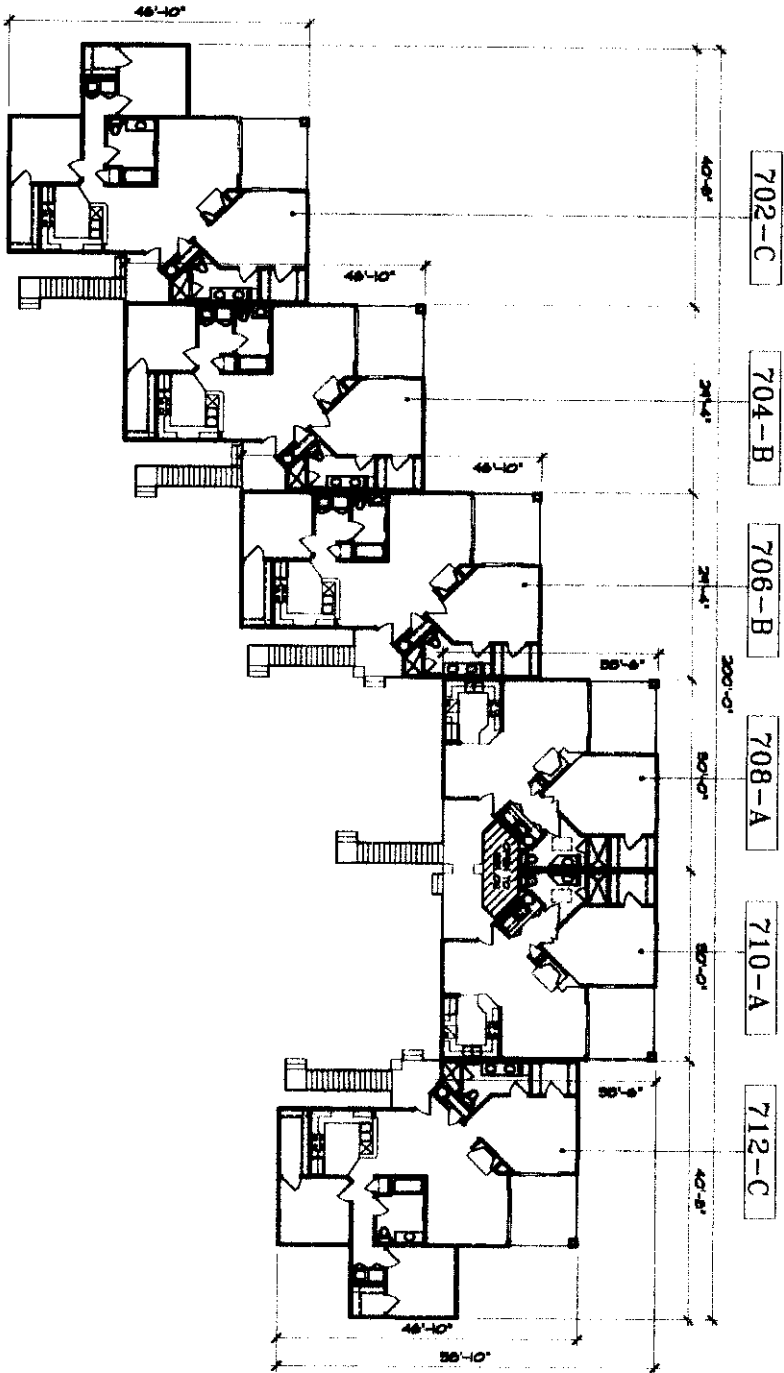
PREPARED BY:
The Brown Group Architects, Inc.
2299 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3500

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida

PREPARED BY:
The Brown Group Architects, Inc.
2299 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3500



1 SECOND LEVEL BUILDING PLAN
A1.1.4
1" = 3/8" = 0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL
NORTH

EXHIBIT:

LEGEND

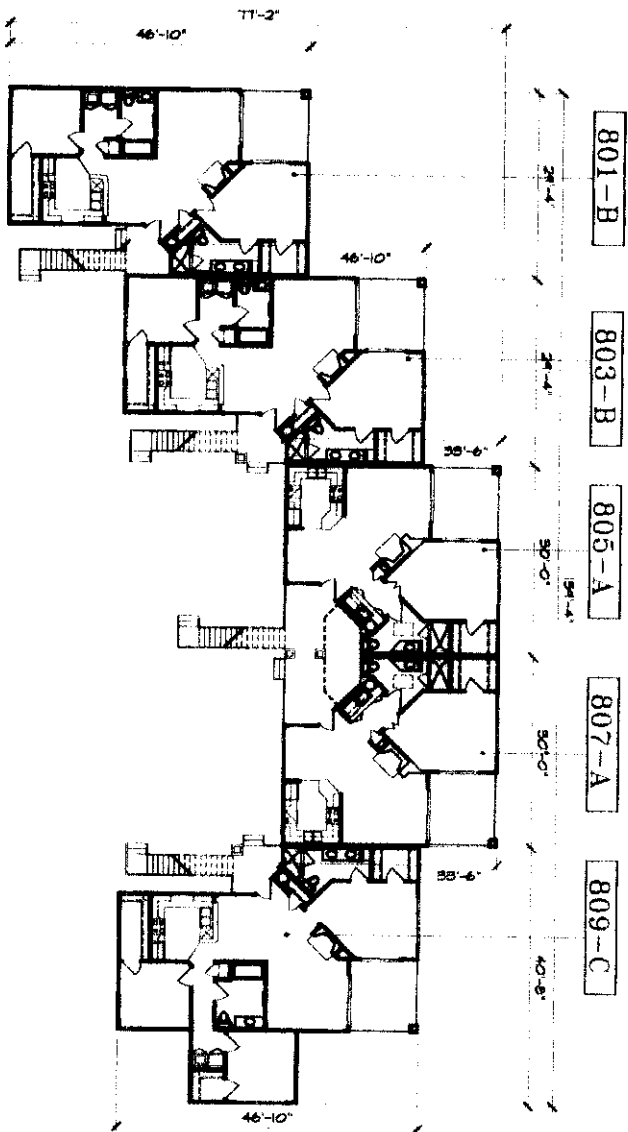
#-TYPE
DENOTES UNIT NUMBER
AND UNIT TYPE

NOTE:
ANY STEPS AND/ OR FRONT
PORCH SERVING ONE (1) OR
MORE BUT LESS THAN ALL
UNITS ARE ASSIGNED AS
LIMITED COMMON ELEMENTS
TO THE UNIT OR UNITS
WHICH THEY SERVE

BUILDING 700 FLOOR PLAN
SCALE: 1" = 30'-0"

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



FIRST LEVEL BUILDING PLAN
1
41.15
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL
NORTH

LEGEND

#-TYPE
DENOTES UNIT NUMBER
AND UNIT TYPE

NOTE:
ANY STEPS AND/OR FRONT
PORCH SERVING ONE (1) OR
MORE BUT LESS THAN ALL
UNITS ARE ASSIGNED AS
LIMITED COMMON ELEMENTS
TO THE UNIT OR UNITS
WHICH THEY SERVE

BUILDING 800 FLOOR PLAN

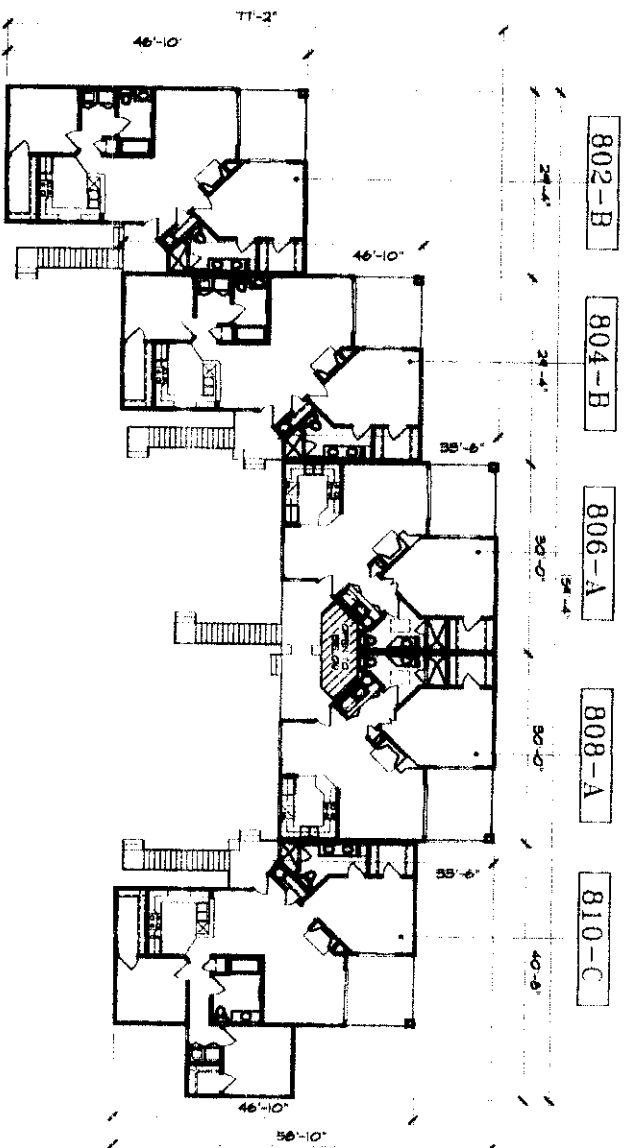
SCALE: 1" = 30'-0"

PREPARED BY:
The Brown Group Architects, Inc.
2299 Peachtree Road NE
Atlanta, Georgia 30309
(404) 803-3500

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



SECOND LEVEL BUILDING PLAN
1
A1.16
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL
NORTH

LEGEND	
#-TYPE	DENOTES UNIT NUMBER AND UNIT TYPE
NOTE:	ANY STEPS AND/OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

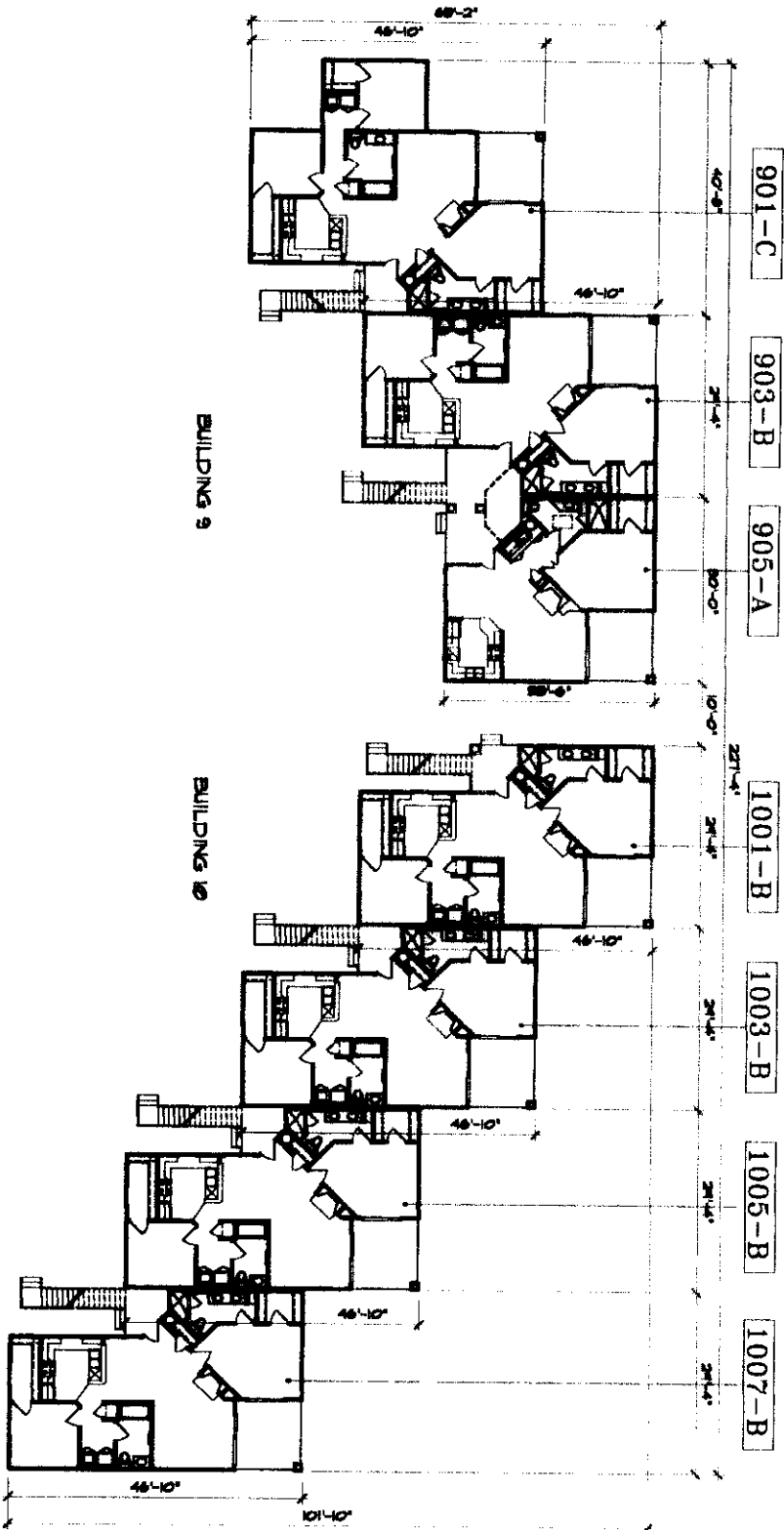
BUILDING 800 FLOOR PLAN
SCALE: 1" = 30'-0"

PREPARED BY:
The Brown Group Architects, Inc.
2299 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3500

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



LEGEND

#-TYPE
DENOTES UNIT NUMBER
AND UNIT TYPE

NOTE:
ANY STEPS AND/ OR FRONT
PORCH SERVING ONE (1) OR
MORE BUT LESS THAN ALL
UNITS ARE ASSIGNED AS
LIMITED COMMON ELEMENTS
TO THE UNIT OR UNITS
WHICH THEY SERVE

1
A1.1

FIRST LEVEL BUILDING PLAN

1" = 30'-0"

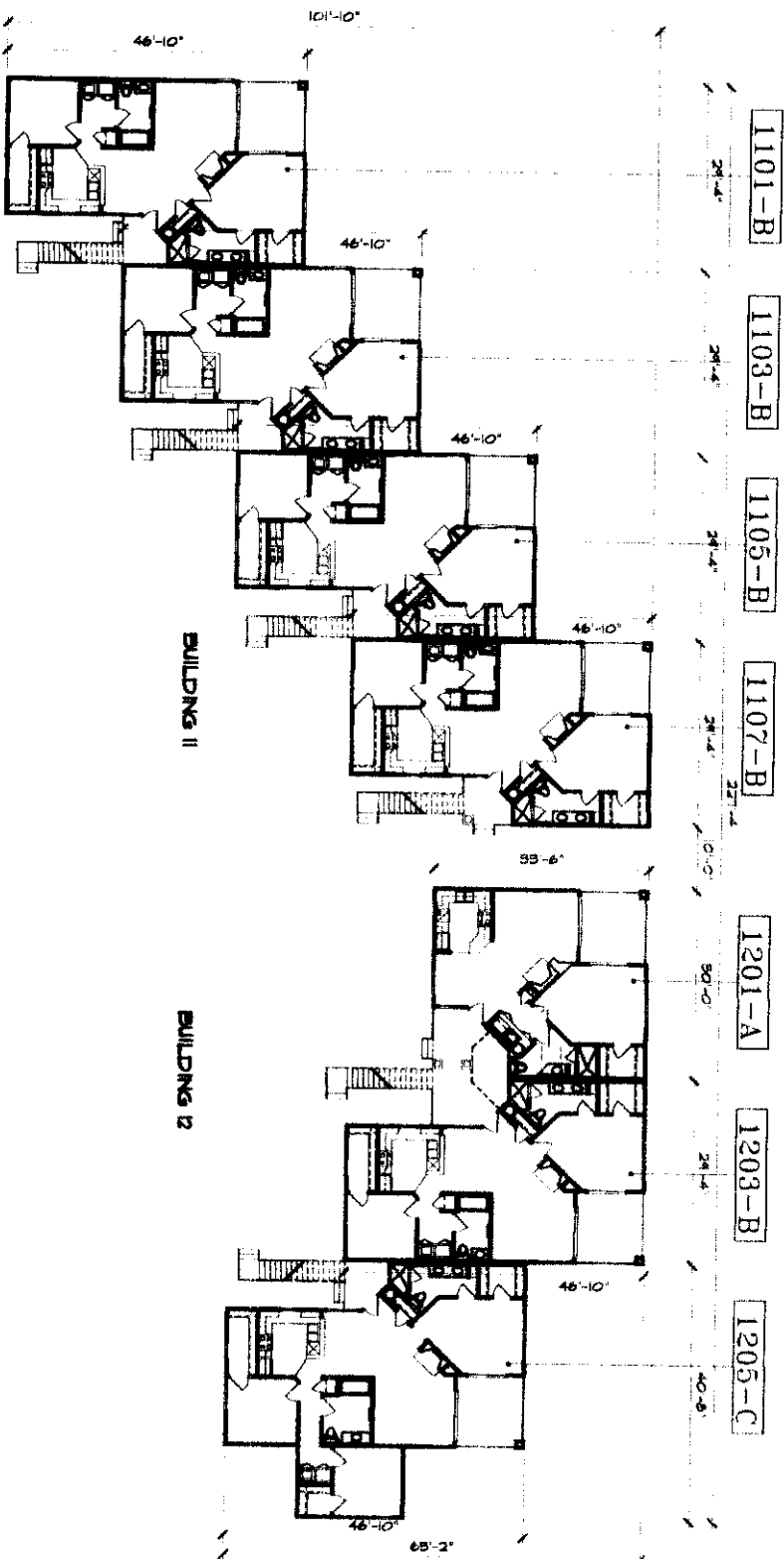
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL

NORTH

BUILDINGS 900 &
1000 FLOOR PLAN
SCALE: 1" = 30'-0"

Villas at Marsh Landing Condominium Jacksonville Beach, Florida

PREPARED BY:
The Brown Group Architects, Inc.
2298 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3600



FIRST LEVEL BUILDING PLAN
1
A1.19
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL
NORTH

LEGEND

#-TYPE	DENOTES UNIT NUMBER AND UNIT TYPE
--------	-----------------------------------

NOTE:
ANY STEPS AND/ OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

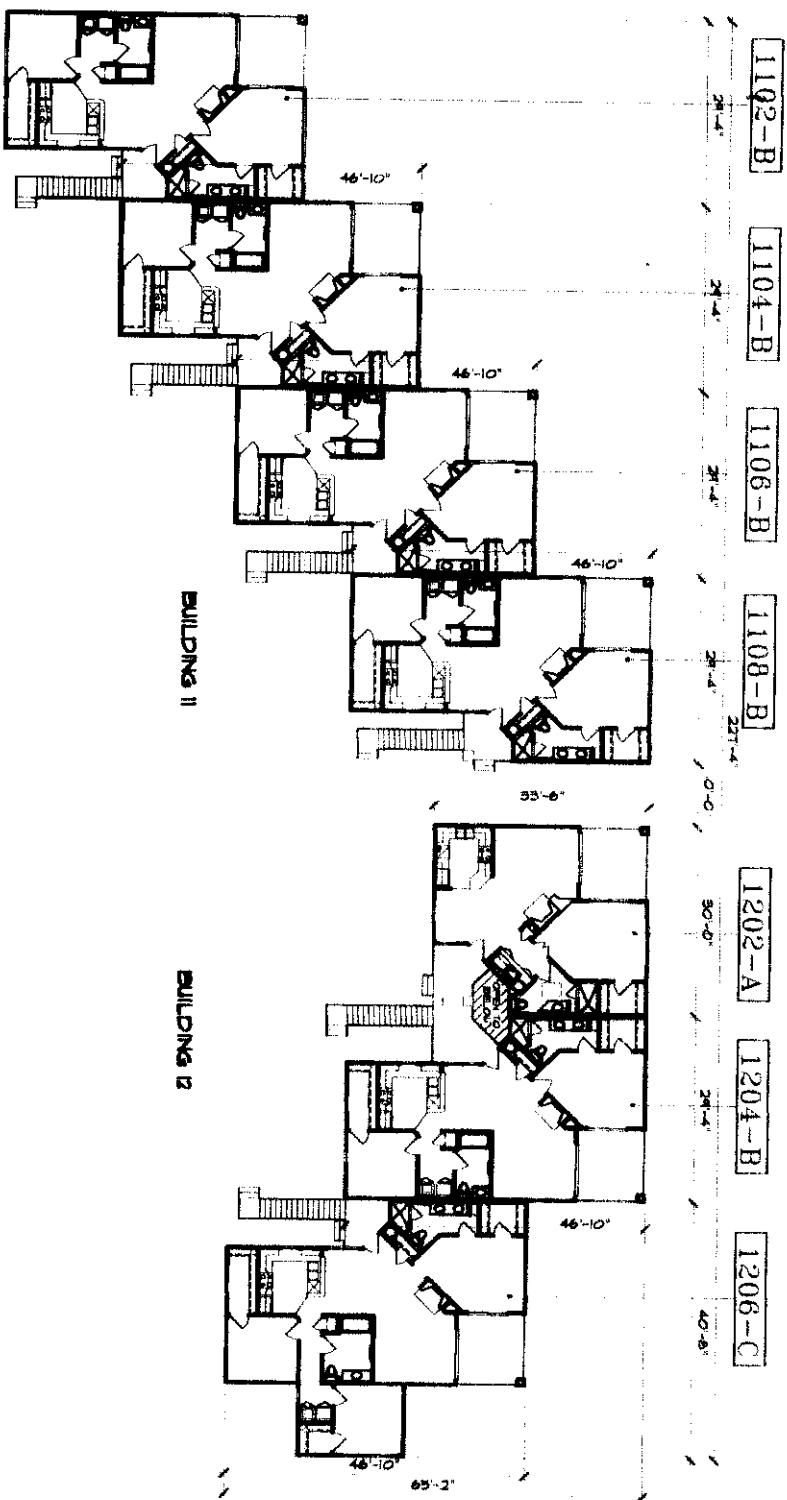
BUILDINGS 1100 &
1200 FLOOR PLAN
SCALE: 1" = 30'-0"

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida

PREPARED BY:
The Brown Group Architects, Inc.
2289 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3500



1
A1.20
SECOND LEVEL BUILDING PLAN
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL
NORTH

LEGEND

#-TYPE DENOTES UNIT NUMBER
AND UNIT TYPE

NOTE:
ANY STEPS AND/ OR FRONT
PORCH SERVING ONE (1) OR
MORE BUT LESS THAN ALL
UNITS ARE ASSIGNED AS
LIMITED COMMON ELEMENTS
TO THE UNIT OR UNITS
WHICH THEY SERVE

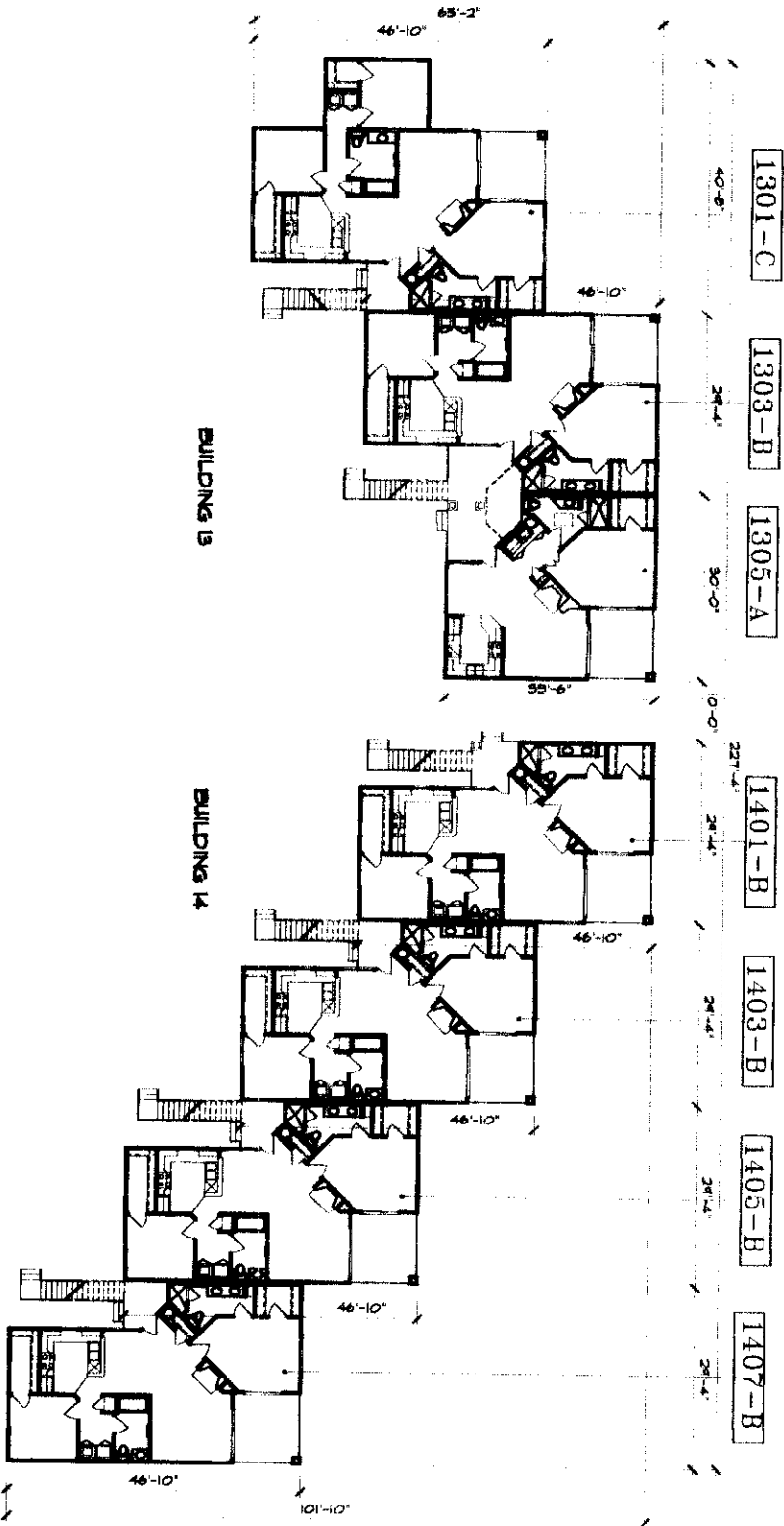
BUILDINGS 1100 &
1200 FLOOR PLAN
SCALE: 1" = 30'-0"

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida

PREPARED BY:
The Brown Group Architects, Inc.
2299 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3500



FIRST LEVEL BUILDING PLAN
1
A1.2
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL
NORTH

LEGEND

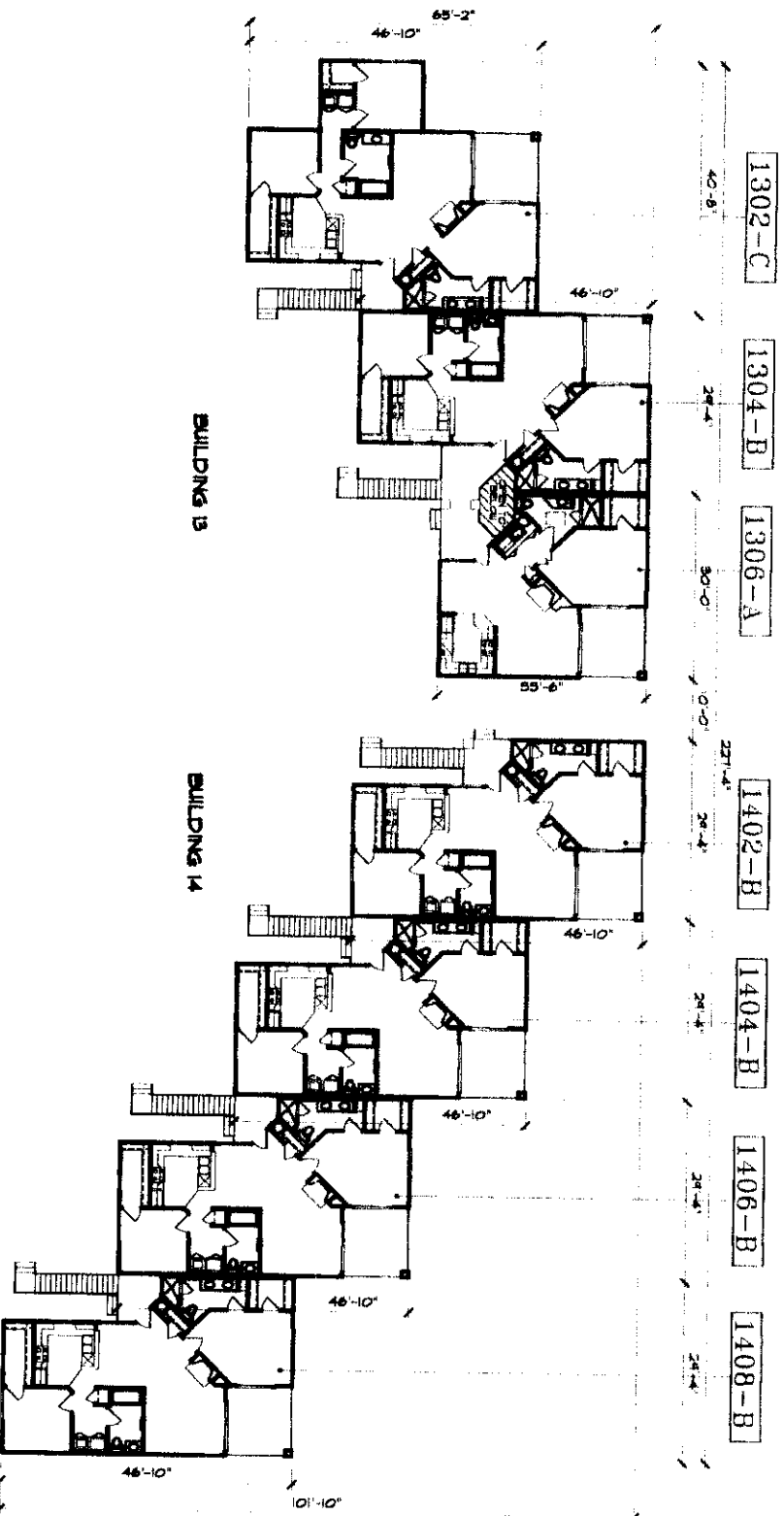
#-TYPE	DENOTES UNIT NUMBER AND UNIT TYPE
ANY STEPS AND/ OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE	

BUILDINGS 1300 &
1400 FLOOR PLAN
SCALE: 1" = 30'-0"

EXHIBIT:

SHEET:

SHEET.



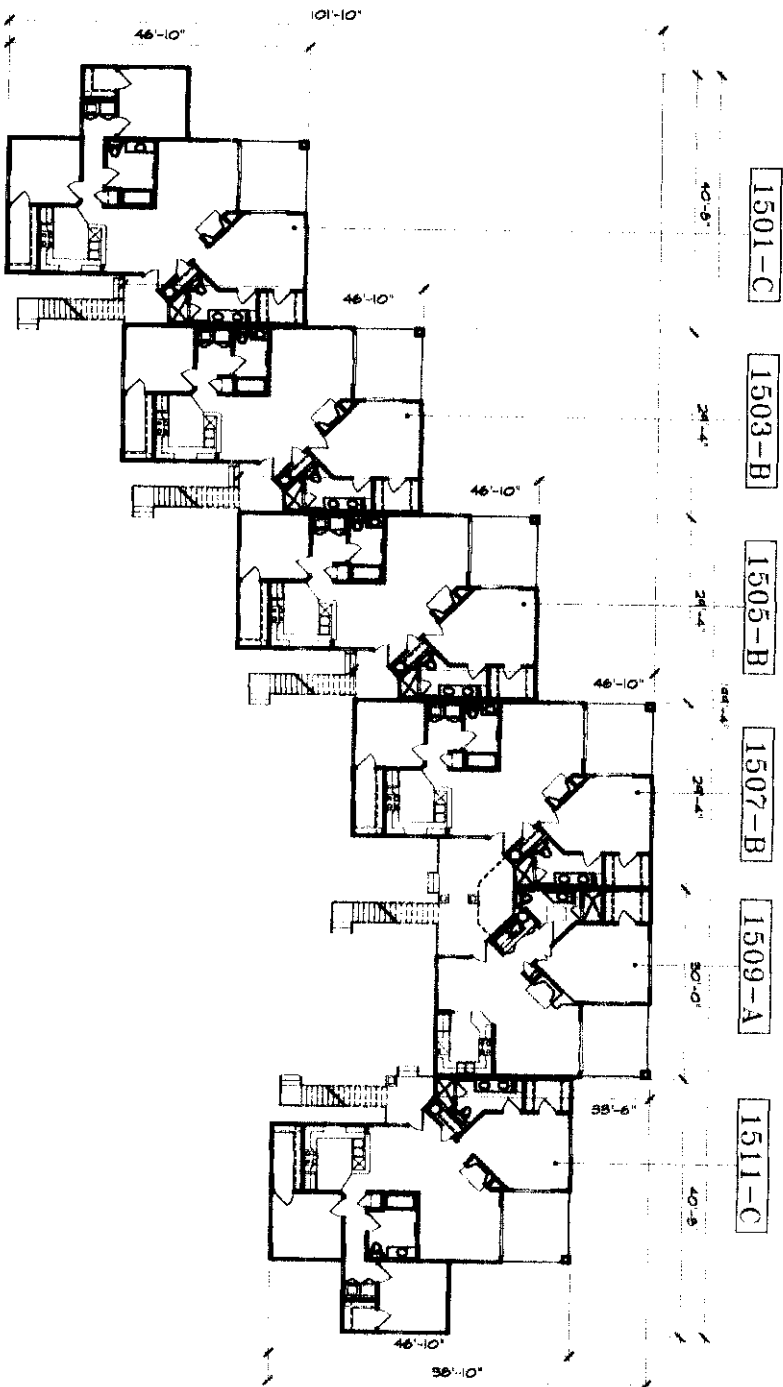
LEGEND

#-TYPE DENOTES UNIT NUMBER
AND UNIT TYPE

NOTE: ANY STEPS AND/ OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

Villas at Marsh Landing Condominium Jacksonville Beach, Florida

PREPARED BY:
The Brown Group Architects, Inc.
2209 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3500



FIRST LEVEL BUILDING PLAN
1
11.23
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL
NORTH

LEGEND	
#-TYPE	DENOTES UNIT NUMBER AND UNIT TYPE
NOTE:	ANY STEPS AND/ OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

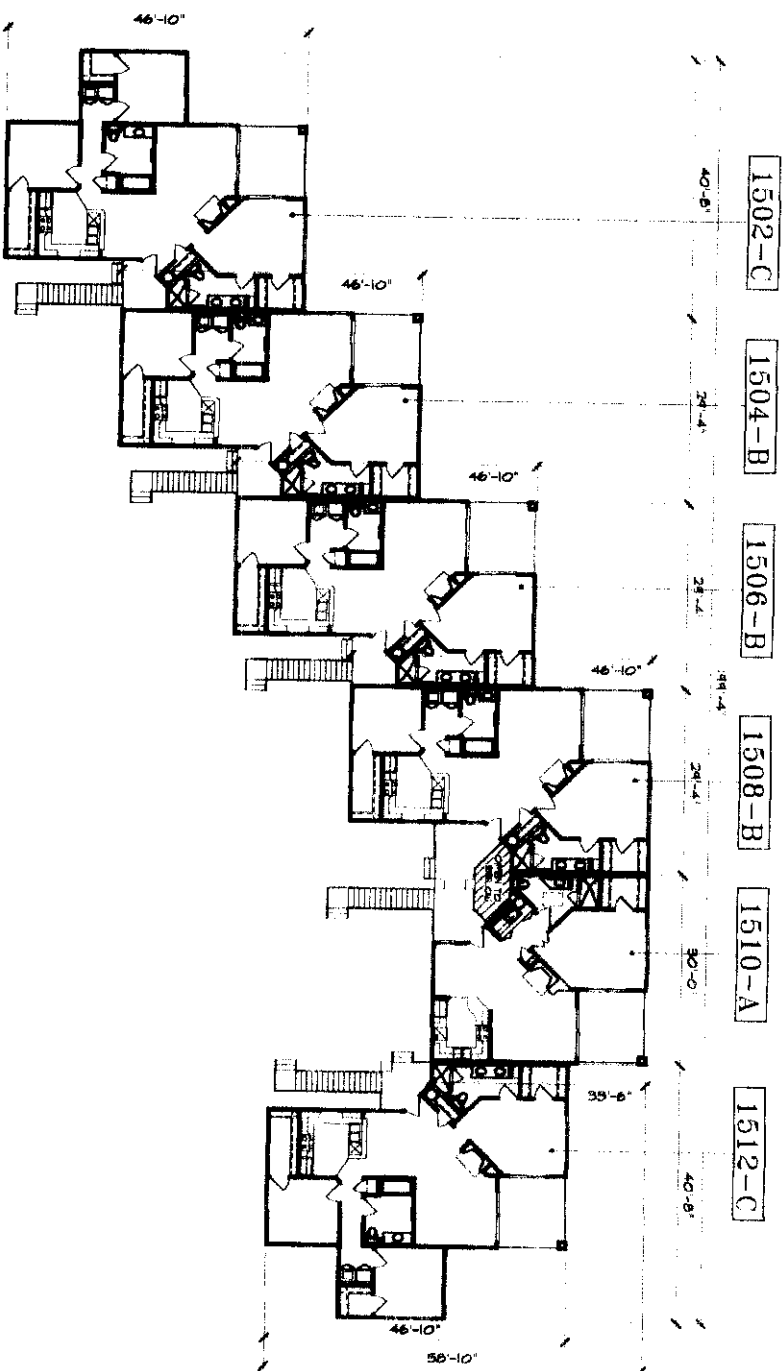
BUILDING 1500 FLOOR PLAN
SCALE: 1" = 30'-0"

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida

PREPARED BY:
The Brown Group Architects, Inc.
2289 Peachtree Road NE
Atlanta, Georgia 30308
(404) 603-3600



1
SECOND LEVEL BUILDING PLAN
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL.
NORTH

LEGEND

#-TYPE

DENOTES UNIT NUMBER
AND UNIT TYPE

NOTE:

ANY STEPS AND/ OR FRONT
PORCH SERVING ONE (1) OR
MORE BUT LESS THAN ALL
UNITS ARE ASSIGNED AS
LIMITED COMMON ELEMENTS
TO THE UNIT OR UNITS
WHICH THEY SERVE

BUILDING 1500 FLOOR PLAN
SCALE: 1" = 30'-0"

EXHIBIT:

SHEET:

[illegible]

1
A1.25

30-00000

ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL.



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

NOTE:

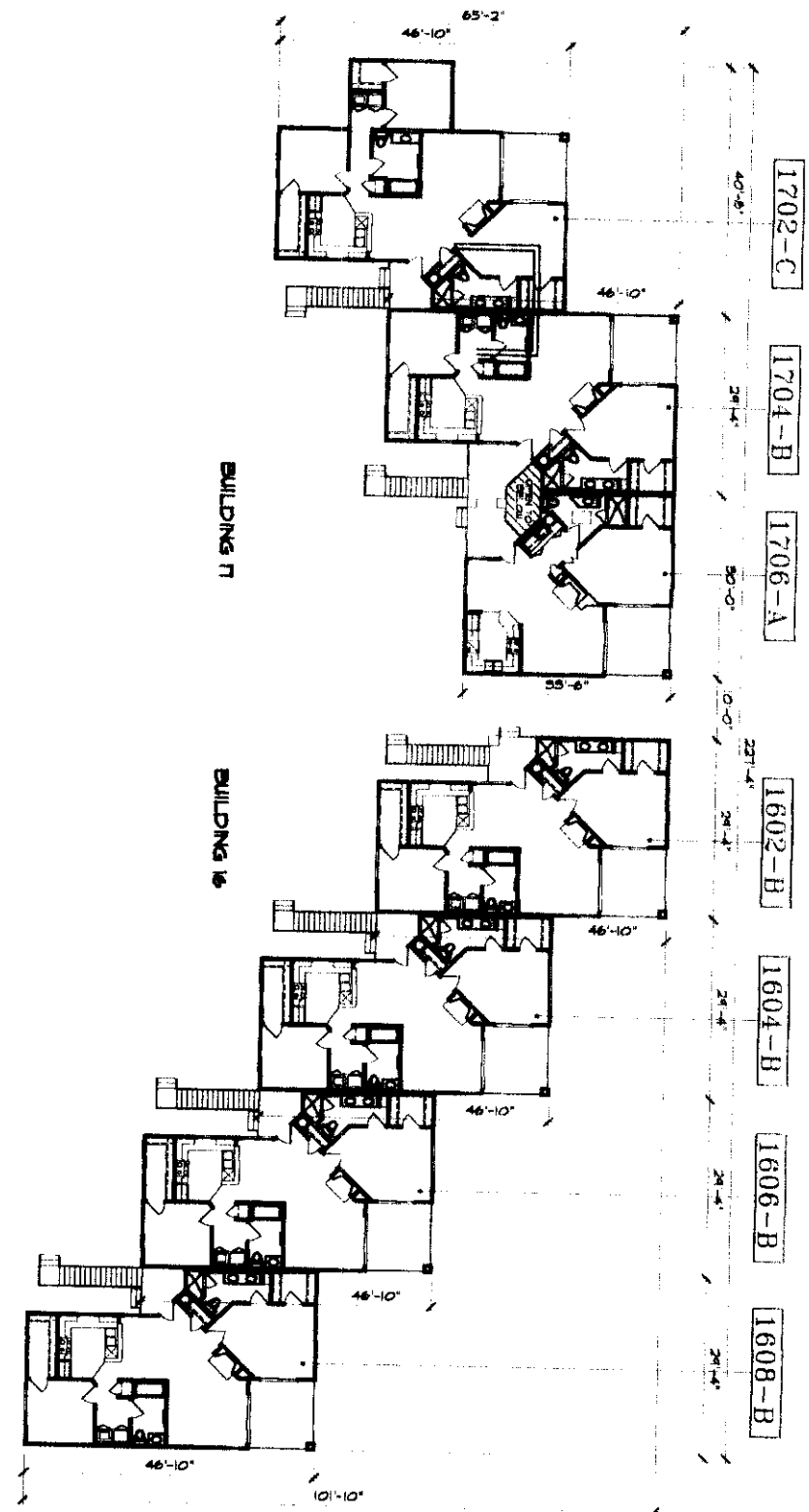
ANY STEPS AND/ OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

BUILDINGS 1600 &
1700 FLOOR PLAN
SCALE: 1" = 30'-0"

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



1
SECOND LEVEL BUILDING PLAN
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL
NORTH

LEGEND

#-TYPE

DENOTES UNIT NUMBER AND UNIT TYPE

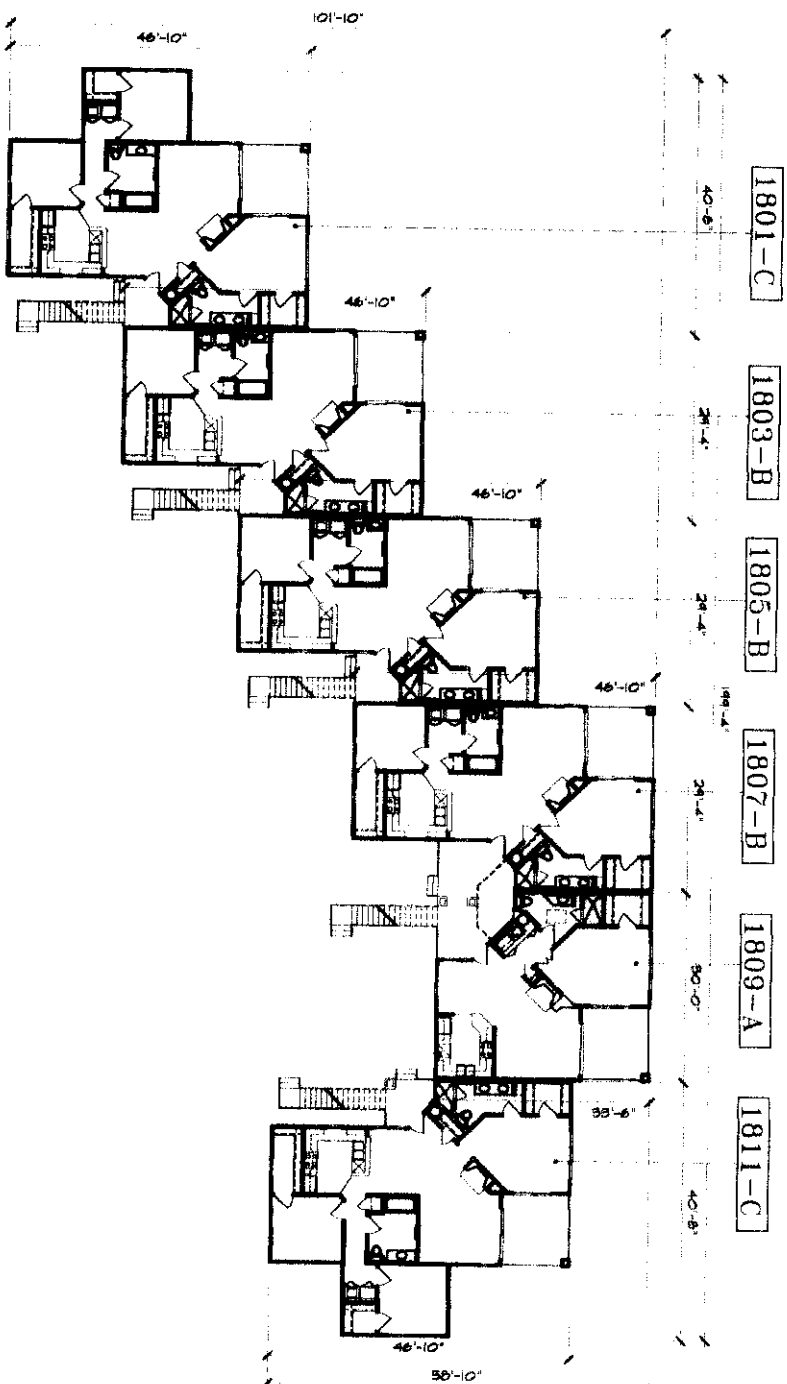
NOTE:

ANY STEPS AND/ OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

BUILDINGS 1600 &
1700 FLOOR PLAN
SCALE: 1" = 30'-0"

Villas at Marsh Landing Condominium Jacksonville Beach, Florida

Book 10531 Page 1567



FIRST LEVEL BUILDING PLAN

1
A1.2

1" = 30'-0"

ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL



LEGEND

#-TYPE DENOTES UNIT NUMBER
AND UNIT TYPE

NOTE:
ANY STEPS AND/OR FRONT
PORCH SERVING ONE (1) OR
MORE BUT LESS THAN ALL
UNITS ARE ASSIGNED AS
LIMITED COMMON ELEMENTS
TO THE UNIT OR UNITS
WHICH THEY SERVE

BUILDING 1800 FLOOR PLAN

SCALE: 1" = 30'-0"

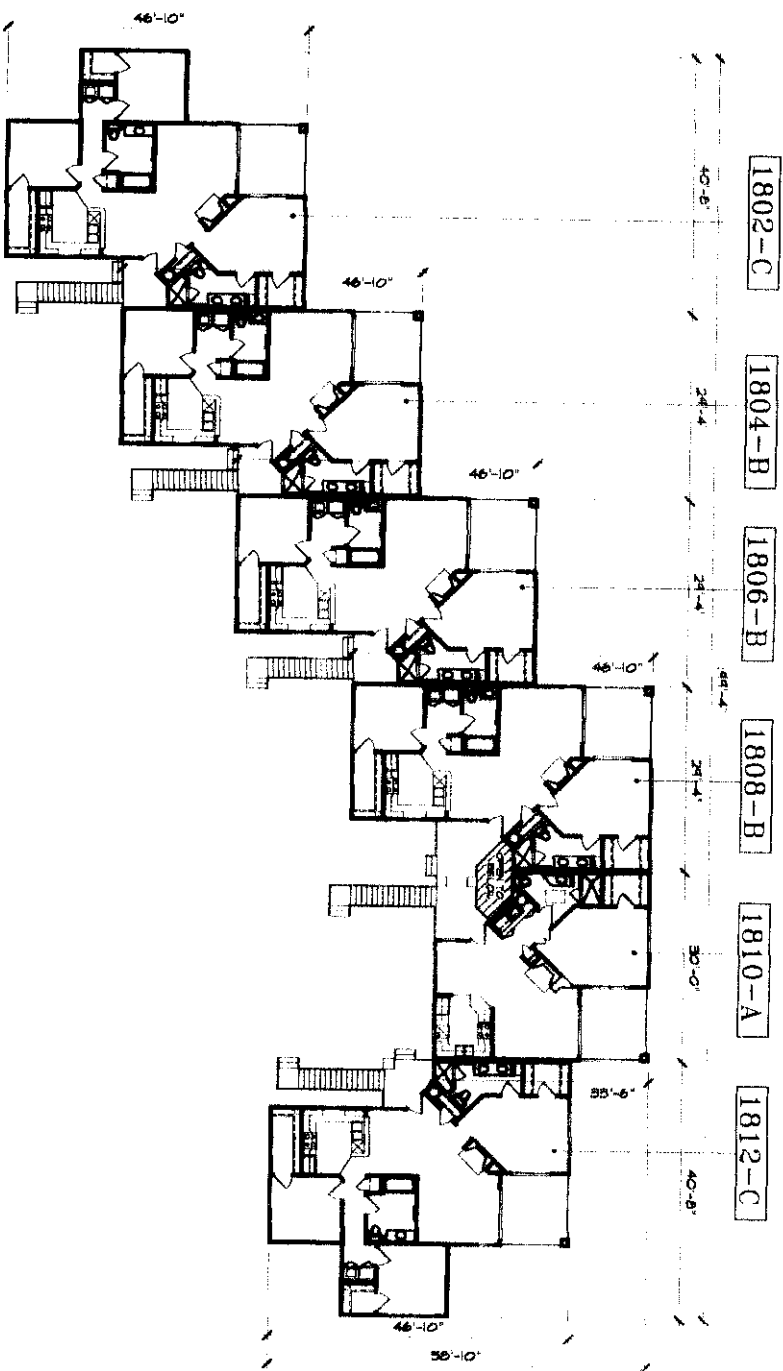
PREPARED BY:
The Brown Group Architects, Inc.
2299 Peachtree Road, NE
Atlanta, Georgia 30309
(404) 663-3600

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida

Book 10531 Page 1568



1 SECOND LEVEL BUILDING PLAN
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL
NORTH

LEGEND

#-TYPE	DENOTES UNIT NUMBER AND UNIT TYPE
NOTE:	ANY STEPS AND/OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

BUILDING 1800 FLOOR PLAN
SCALE: 1" = 30'-0"

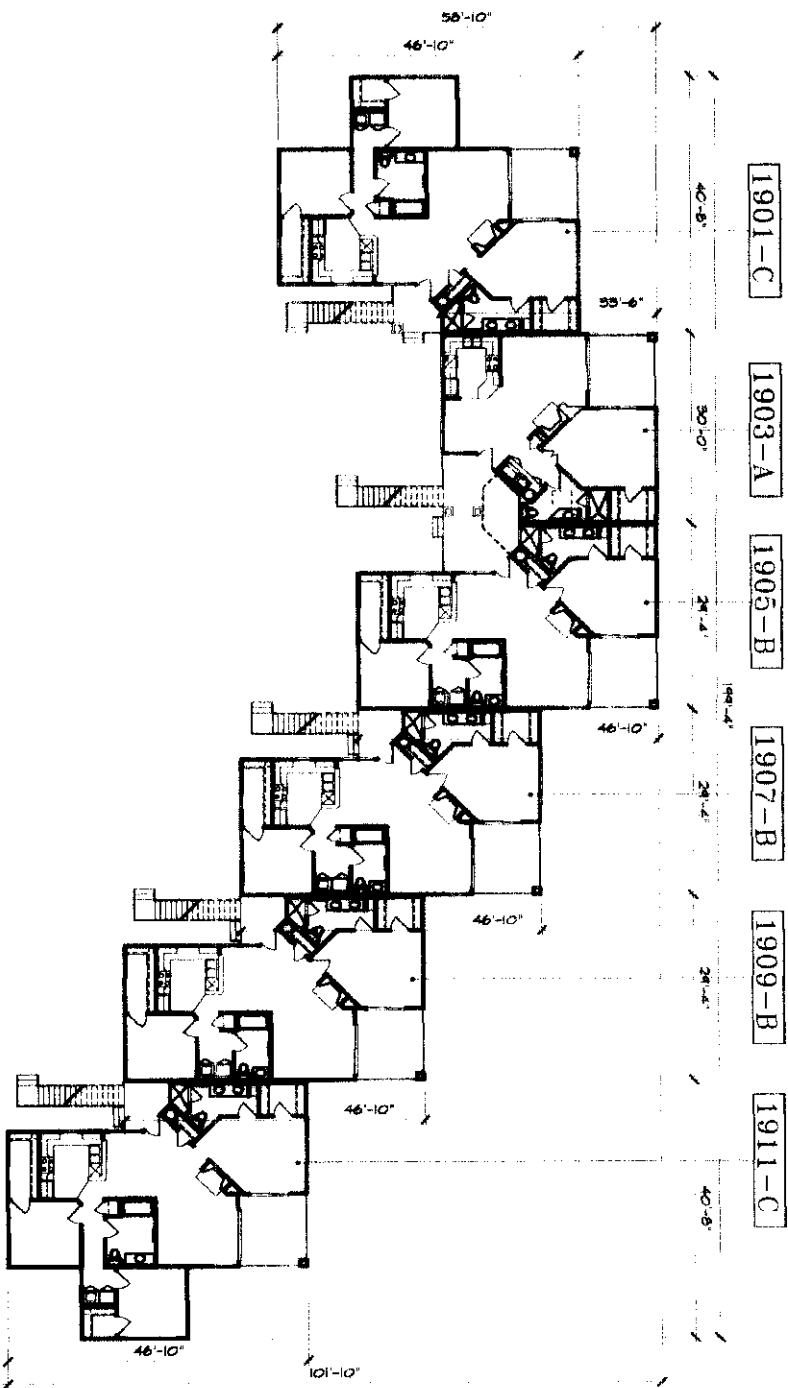
PREPARED BY:
The Brown Group Architects, Inc.
2289 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3500

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida

Book 10531 Page 1569



FIRST LEVEL BUILDING PLAN
1
41.29
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL
NORTH

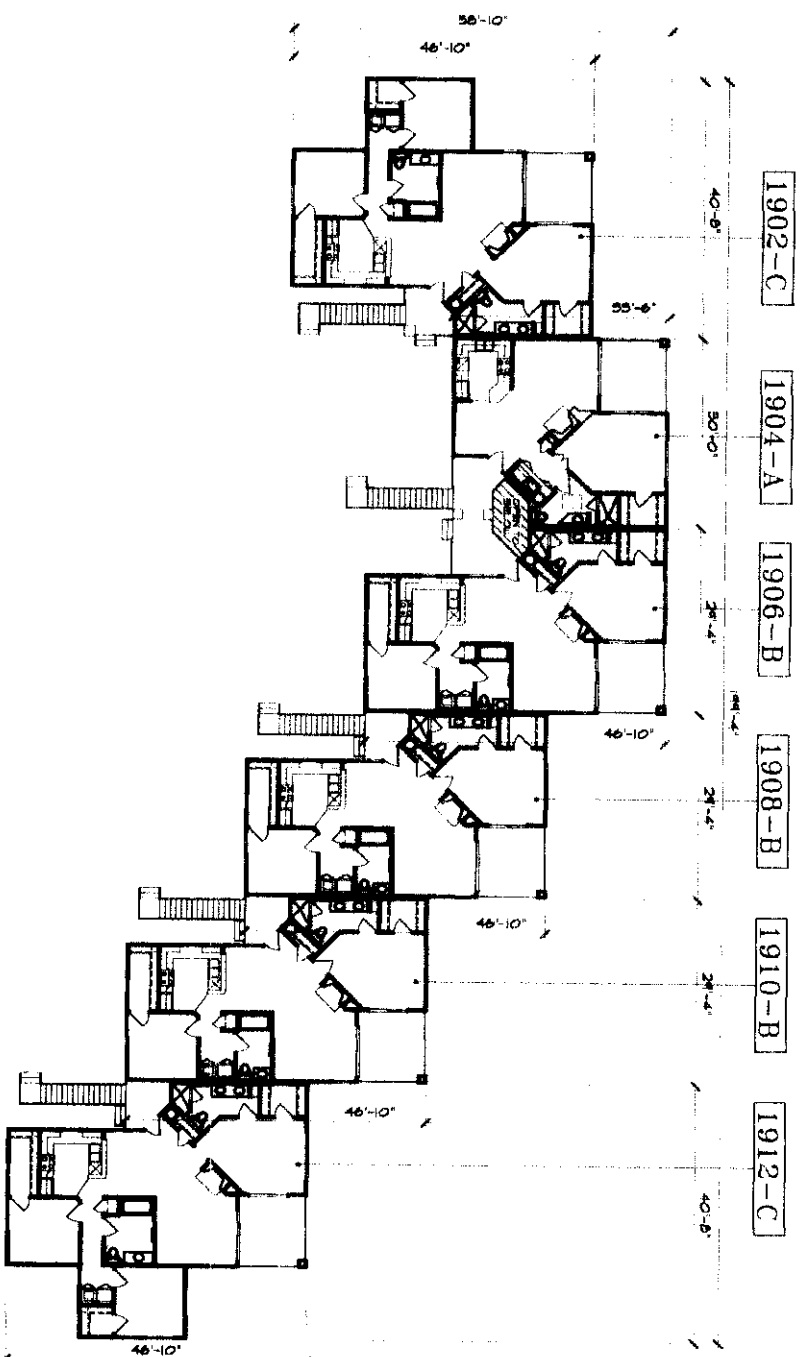
LEGEND	
#-TYPE	DENOTES UNIT NUMBER AND UNIT TYPE
NOTE:	ANY STEPS AND/OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

BUILDING 1900 FLOOR PLAN
SCALE: 1" = 30'-0"

PREPARED BY:
The Brown Group Architects, Inc.
2289 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3500

EXHIBIT:

SHEET:



SECOND LEVEL BUILDING PLAN

ALL DIMENSIONS ARE TO CENTERLINE OF JNT WALL.



LEGEND

#--TYPE DENOTES UNIT NUMBER
AND UNIT TYPE

NOTE: ANY STEPS AND/ OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

BUILDING 1900 FLOOR PLAN

SCALE: 1" = 30'-0"

PREPARED BY:
The Brown Group Architects, Inc.
2299 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3500

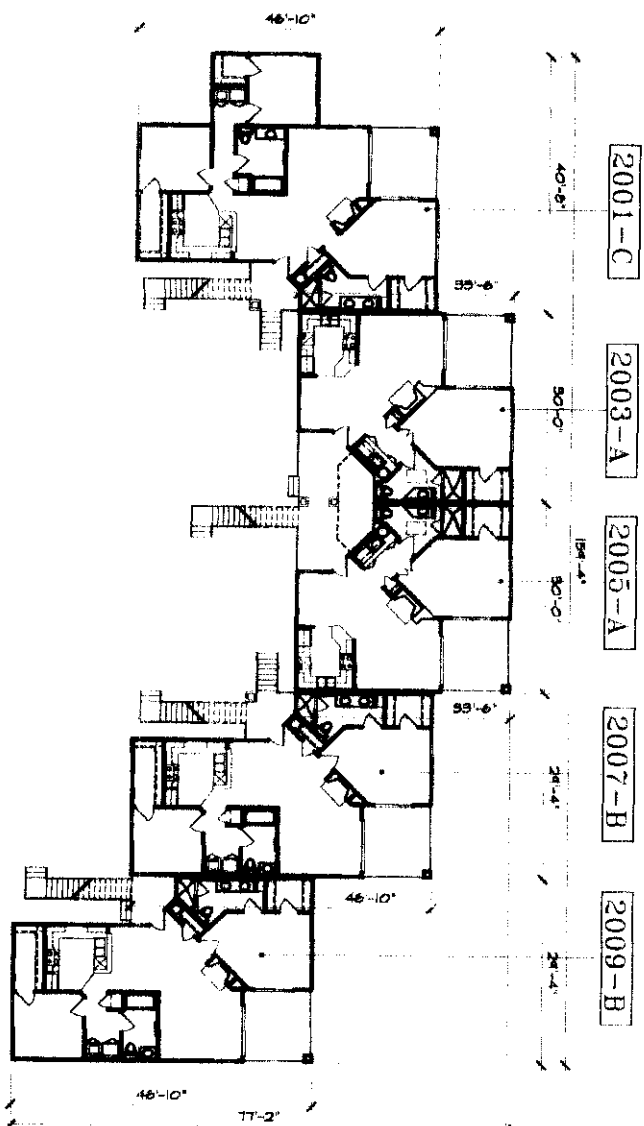
EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium

Jacksonville Beach, Florida

Book 10531 Page 1571



FIRST LEVEL BUILDING PLAN
1
A1.3
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL
NORTH

LEGEND	
#-TYPE	DENOTES UNIT NUMBER AND UNIT TYPE
NOTE:	ANY STEPS AND/OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

BUILDING 2000 FLOOR PLAN
SCALE: 1" = 30'-0"

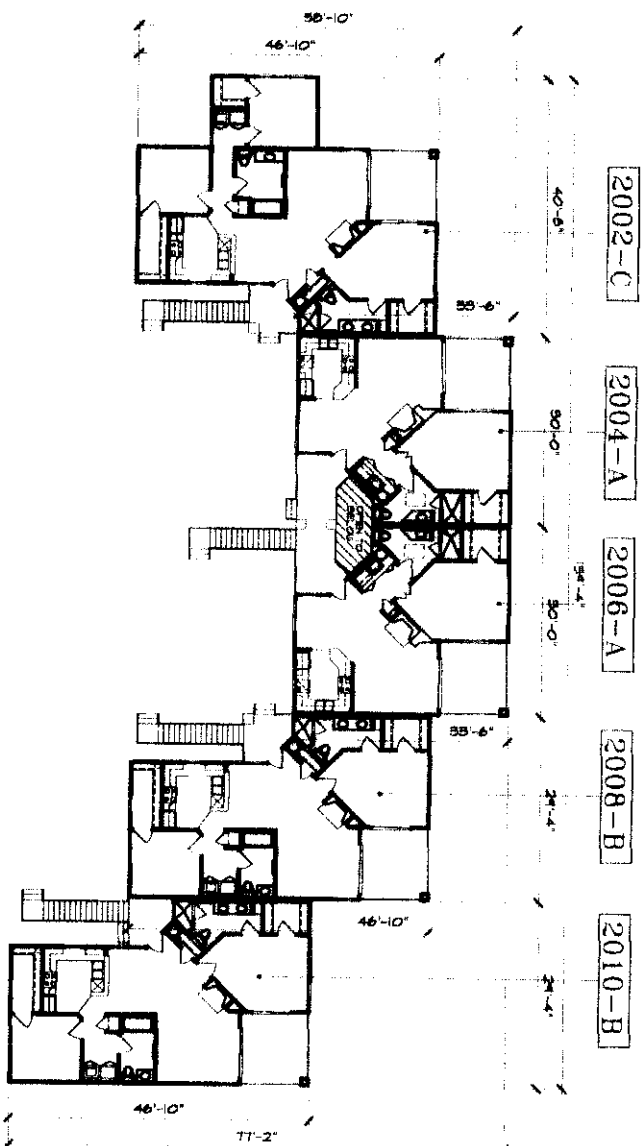
PREPARED BY:
The Brown Group Architects, Inc.
2209 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3500

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida

Book 10531 Page 1572



1
A1.32
SECOND LEVEL BUILDING PLAN
1" = 30'-0"
ALL DIMENSIONS ARE TO CENTERLINE OF UNIT WALL
NORTH

LEGEND	
#-TYPE	DENOTES UNIT NUMBER AND UNIT TYPE
NOTE:	ANY STEPS AND/ OR FRONT PORCH SERVING ONE (1) OR MORE BUT LESS THAN ALL UNITS ARE ASSIGNED AS LIMITED COMMON ELEMENTS TO THE UNIT OR UNITS WHICH THEY SERVE

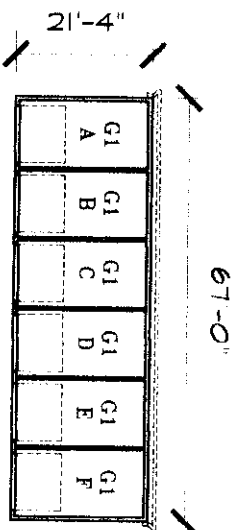
BUILDING 2000 FLOOR PLAN
SCALE: 1" = 30'-0"

PREPARED BY:
The Brown Group Architects, Inc.
2289 Peachtree Road NE
Atlanta, Georgia 30308
(404) 603-3500

EXHIBIT:

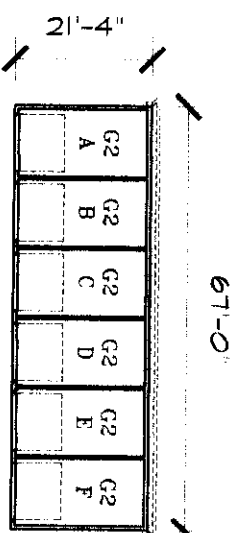
SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



REF. (G1) ON SHEET 1/A01

1
A1.33
6 BAY GARAGE PLAN
1" = 30'-0"



REF. (G2) ON SHEET 1/A01

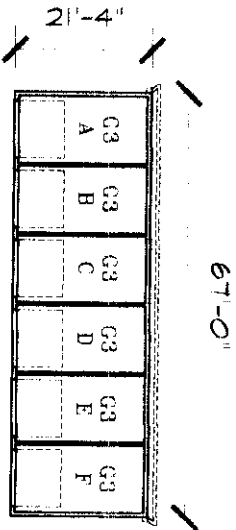
2
A1.33
6 BAY GARAGE PLAN
1" = 30'-0"



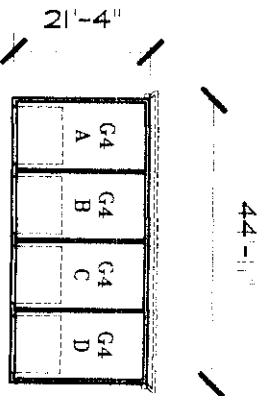
LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

GARAGE 1 & 2 FLOOR PLAN
SCALE: 1" = 30'-0"

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



REF. **G3** ON SHEET 1/A01



REF. **G4** ON SHEET 1/A01

LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

1
6 BAY GARAGE PLAN
1" = 30'-0"



2
4 BAY GARAGE PLAN
1" = 30'-0"



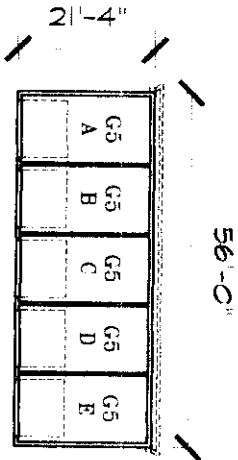
GARAGE 3 & 4 FLOOR PLAN
SCALE: 1" = 30'-0"

PREPARED BY:
The Brown Group Architects, Inc.
2298 Peachtree Road NE
Atlanta, Georgia 30309
(404) 663-3500

EXHIBIT:

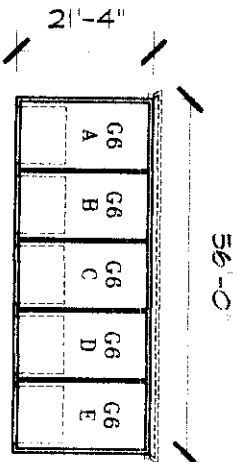
SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



REF.  ON SHEET 1/A01

1
A1.35
5 BAY GARAGE PLAN
1" = 30'-0"



REF.  ON SHEET 1/A01

2
A1.35
5 BAY GARAGE PLAN
1" = 30'-0"



LEGEND

G-#
DENOTES GARAGE UNIT
(LIMITED COMMON ELEMENT)

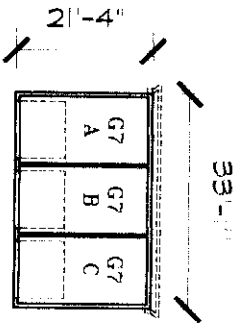
GARAGE 5 & 6 FLOOR PLANS
SCALE: 1" = 30'-0"

PREPARED BY:
The Brown Group Architects, Inc.
2209 Peachtree Road, NE
Atlanta, Georgia 30309
(404) 603-3500

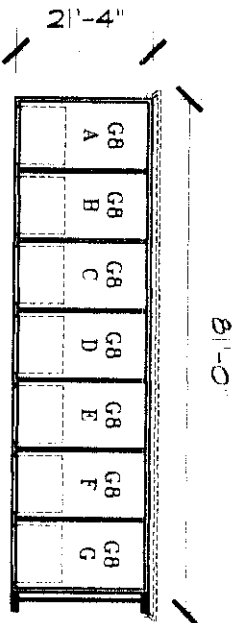
EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



REF.  ON SHEET 1/A01



REF.  ON SHEET 1/A01

LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

1
A1.36
3 BAY GARAGE PLAN
1" = 30'-0"



2
A1.36
7 BAY GARAGE PLAN
1" = 30'-0"



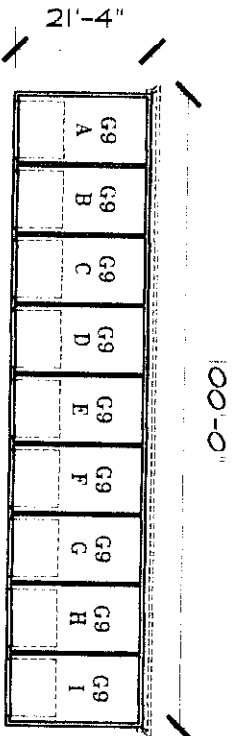
GARAGE 7 & 8 FLOOR PLAN
SCALE: 1" = 30'-0"

PREPARED BY:
The Brown Group Architects, Inc.
2298 Peachtree Road NE
Atlanta, Georgia 30308
(404) 603-3500

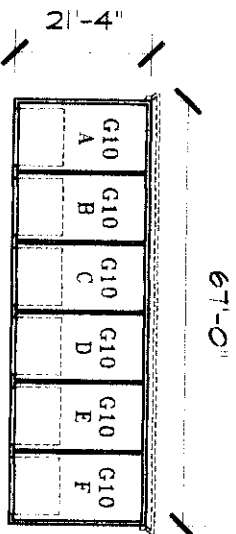
EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



REF. (G9) ON SHEET 1/A01



REF. (G10) ON SHEET 1/A01

LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

1
A1.37
9 BAY GARAGE PLAN
1" = 30'-0"



2
A1.37
6 BAY GARAGE PLAN
1" = 30'-0"



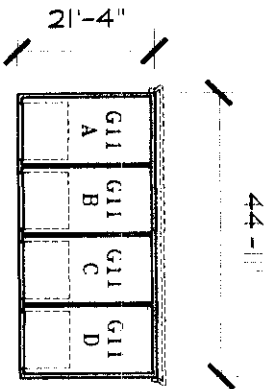
GARAGE 9 & 10 FLOOR PLAN
SCALE: 1" = 30'-0"

PREPARED BY:
The Brown Group Architects, Inc.
2208 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3600

EXHIBIT:

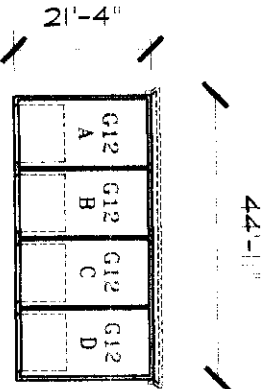
SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



REF. G11 ON SHEET 1/A01

1
A1.38
4 BAY GARAGE PLAN
1" = 30'-0"



REF. G12 ON SHEET 1/A01

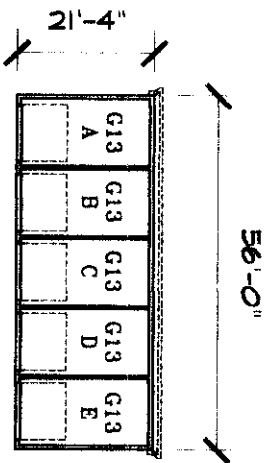
2
A1.38
4 BAY GARAGE PLAN
1" = 30'-0"



LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

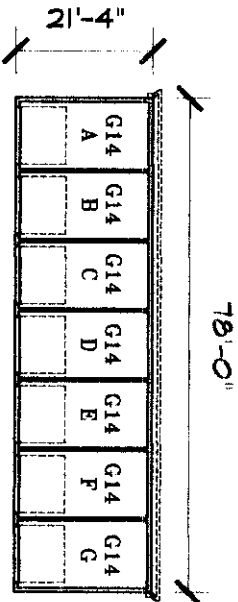
GARAGE 11 & 12 FLOOR PLAN
SCALE: 1" = 30'-0"

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



REF. **G13** ON SHEET 1/A01

1
A1.39
5 BAY GARAGE PLAN
1" = 30'-0"



REF. **G14** ON SHEET 1/A01

2
A1.39
6 BAY GARAGE PLAN
1" = 30'-0"



LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

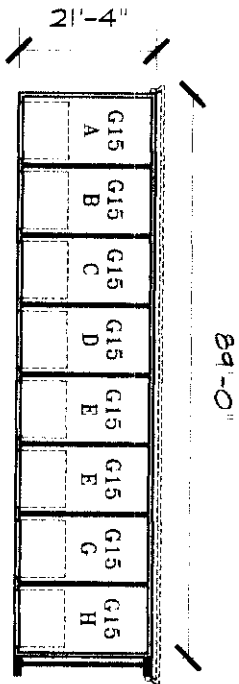
GARAGE 13 & 14 FLOOR PLANS
SCALE: 1" = 30'-0"

PREPARED BY:
The Brown Group Architects, Inc.
2289 Peachtree Road NE
Atlanta, Georgia 30308
(404) 503-3500

EXHIBIT:

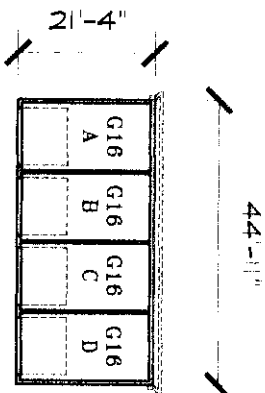
SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



REF. **G15** ON SHEET 1/A01

1
A1.40
1" = 30'-0"
8 BAY GARAGE PLAN
NORTH



REF. **G16** ON SHEET 1/A01

2
A1.40
1" = 30'-0"
4 BAY GARAGE PLAN
NORTH

LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

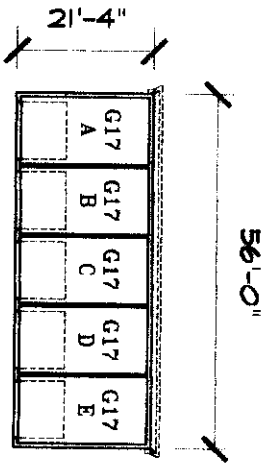
GARAGE 15 & 16 FLOOR PLAN
SCALE: 1" = 30'-0"

PREPARED BY:
The Brown Group Architects, Inc.
2298 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3500

EXHIBIT:

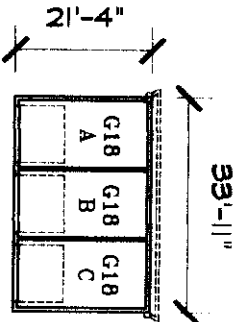
SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



REF. (G17) ON SHEET 1/A01

1
A1.41
5 BAY GARAGE PLAN
1" = 30'-0"



REF. (G18) ON SHEET 1/A01

2
A1.41
3 BAY GARAGE PLAN
1" = 30'-0"



LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

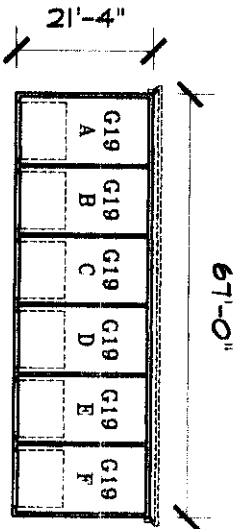
GARAGE 17 & 18 FLOOR PLAN
SCALE: 1" = 30'-0"

PREPARED BY:
The Brown Group Architects, Inc.
2209 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3500

EXHIBIT:

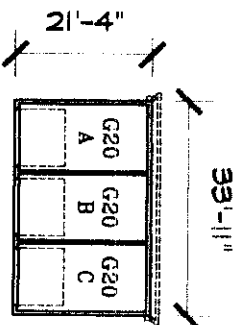
SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



REF. ~~G19~~ ON SHEET 1/A01

1
A1.42
6 BAY GARAGE PLAN
1" = 30'-0"



REF. ~~G20~~ ON SHEET 1/A01

2
A1.42
3 BAY GARAGE PLAN
1" = 30'-0"



LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

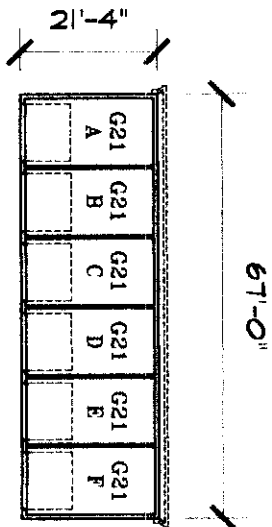
GARAGE 19 & 20 FLOOR PLAN
SCALE: 1" = 30'-0"

PREPARED BY:
The Brown Group Architects, Inc.
2298 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3500

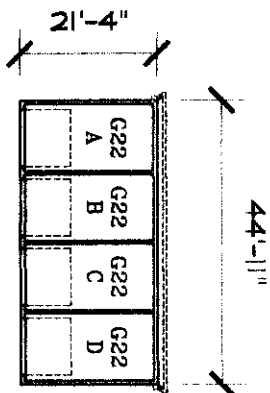
EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



REF. **G21** ON SHEET 1/A01



REF. **G22** ON SHEET 1/A01

LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

1
A1.43
6 BAY GARAGE PLAN
1" = 30'-0"



2
A1.43
4 BAY GARAGE PLAN
1" = 30'-0"



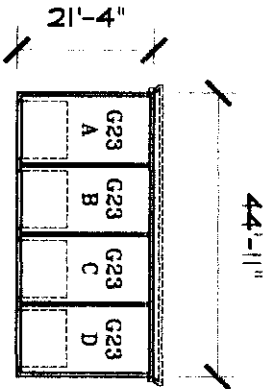
GARAGE 21 & 22 FLOOR PLANS
SCALE: 1" = 30'-0"

PREPARED BY:
The Brown Group Architects, Inc.
2299 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3500

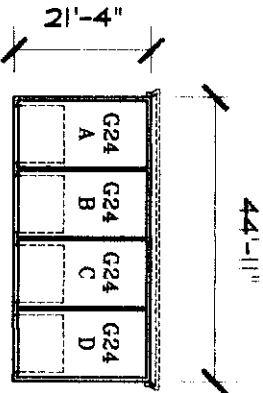
EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



REF. ~~G23~~ ON SHEET 1/A01



REF. ~~G24~~ ON SHEET 1/A01

LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

1
4 BAY GARAGE PLAN
1" = 30'-0"



2
4 BAY GARAGE PLAN
1" = 30'-0"



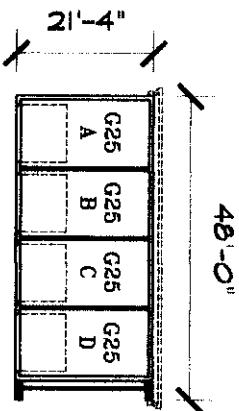
GARAGE 23 & 24 FLOOR PLAN
SCALE: 1" = 30'-0"

PREPARED BY:
The Brown Group Architects, Inc.
2208 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3800

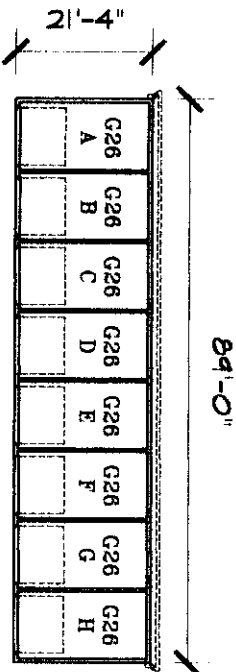
EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



REF. ~~G25~~ ON SHEET 1/A/D.1



REF. ~~G26~~ ON SHEET 1/A/D.1

LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

1
A1.45
4 BAY GARAGE PLAN
1" = 30'-0"
NORTH

2
A1.45
8 BAY GARAGE PLAN
1" = 30'-0"
NORTH

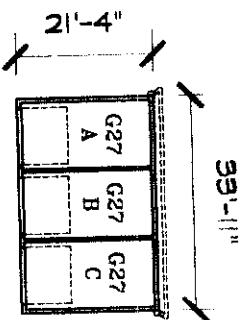
GARAGE 25 & 26 FLOOR PLAN
SCALE: 1" = 30'-0"

PREPARED BY:
The Brown Group Architects, Inc.
2288 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3500

EXHIBIT:

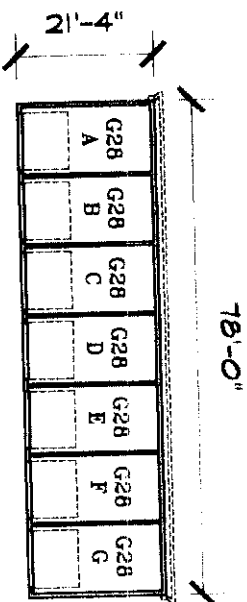
SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



REF. (G27) ON SHEET 1/A0.1

1
A1.46
3 BAY GARAGE PLAN
1" = 30'-0"
NORTH



REF. (G28) ON SHEET 1/A0.1

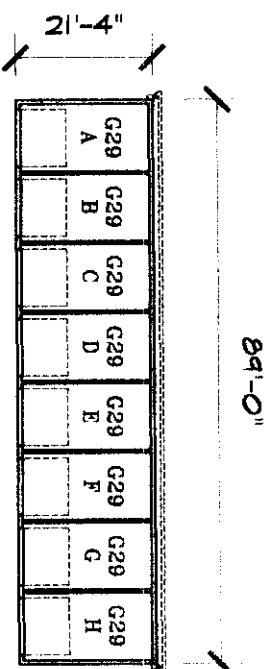
2
A1.46
1 BAY GARAGE PLAN
1" = 30'-0"
NORTH

LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

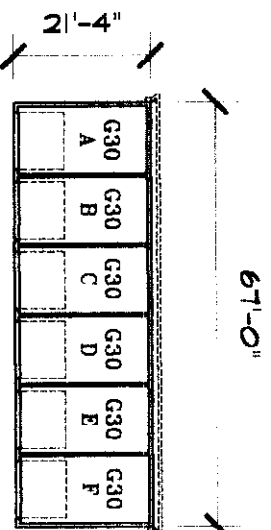
GARAGE 27 & 28 FLOOR PLAN
SCALE: 1" = 30'-0"

Villas at Marsh Landing Condominium Jacksonville Beach, Florida

BOOK NUMBER 10531 PAGE 1587



1
A1.47
8 BAY GARAGE PLAN
1" = 30'-0"



2
A1.47
6 BAY GARAGE PLAN
1" = 30'-0"

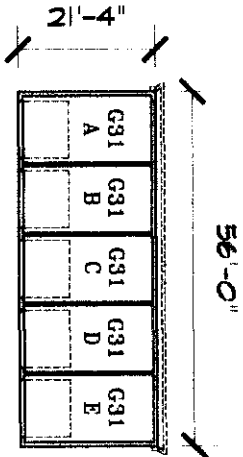


LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

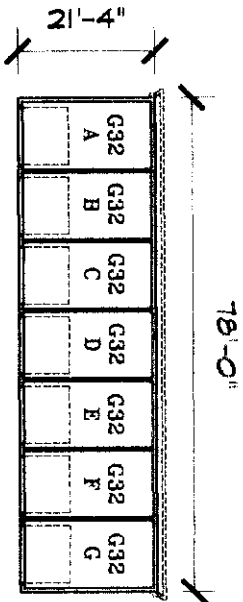
GARAGE 29 & 30 FLOOR PLANS
SCALE: 1" = 30'-0"

Villas at Marsh Landing Condominium Jacksonville Beach, Florida

LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)



REF. G31 ON SHEET 1/A01



REF. G32 ON SHEET 1/A01

1 5 BAY GARAGE PLAN
A1.48
1" = 30'-0"

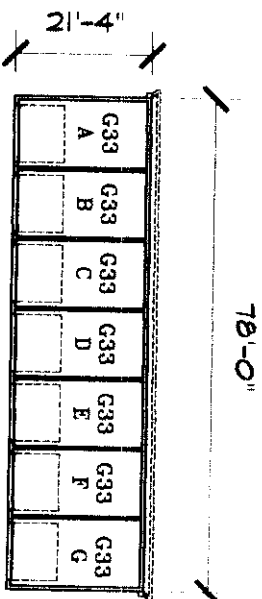


2 7 BAY GARAGE PLAN
A1.48
1" = 30'-0"



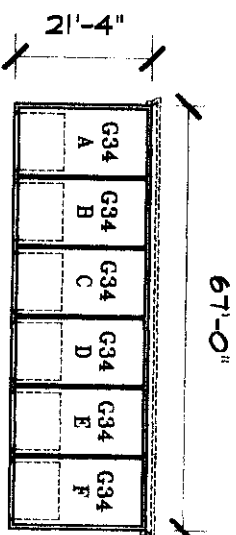
GARAGE 31 & 32 FLOOR PLAN
SCALE: 1" = 30'-0"

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



REF. ~~G33~~ ON SHEET 1/A01

1
A1.49
7 BAY GARAGE PLAN
1" = 30'-0"
NORTH



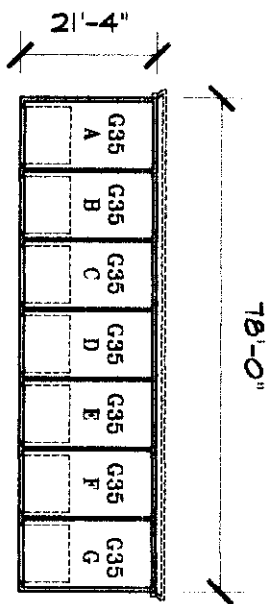
REF. ~~G34~~ ON SHEET 1/A01

2
A1.49
6 BAY GARAGE PLAN
1" = 30'-0"
NORTH

LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

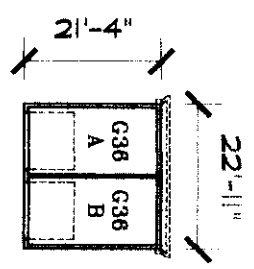
GARAGE 33 & 34 FLOOR PLAN
SCALE: 1" = 30'-0"

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



REF. ~~G39~~ ON SHEET 1/A01

1
A1.50
1" = 30'-0"
1 BAY GARAGE PLAN



REF. ~~G39~~ ON SHEET 1/A01

1
A1.50
1" = 30'-0"
2 BAY GARAGE PLAN



LEGEND	
G-#	DENOTES GARAGE UNIT (LIMITED COMMON ELEMENT)

GARAGE 35 FLOOR PLAN
SCALE: 1" = 30'-0"

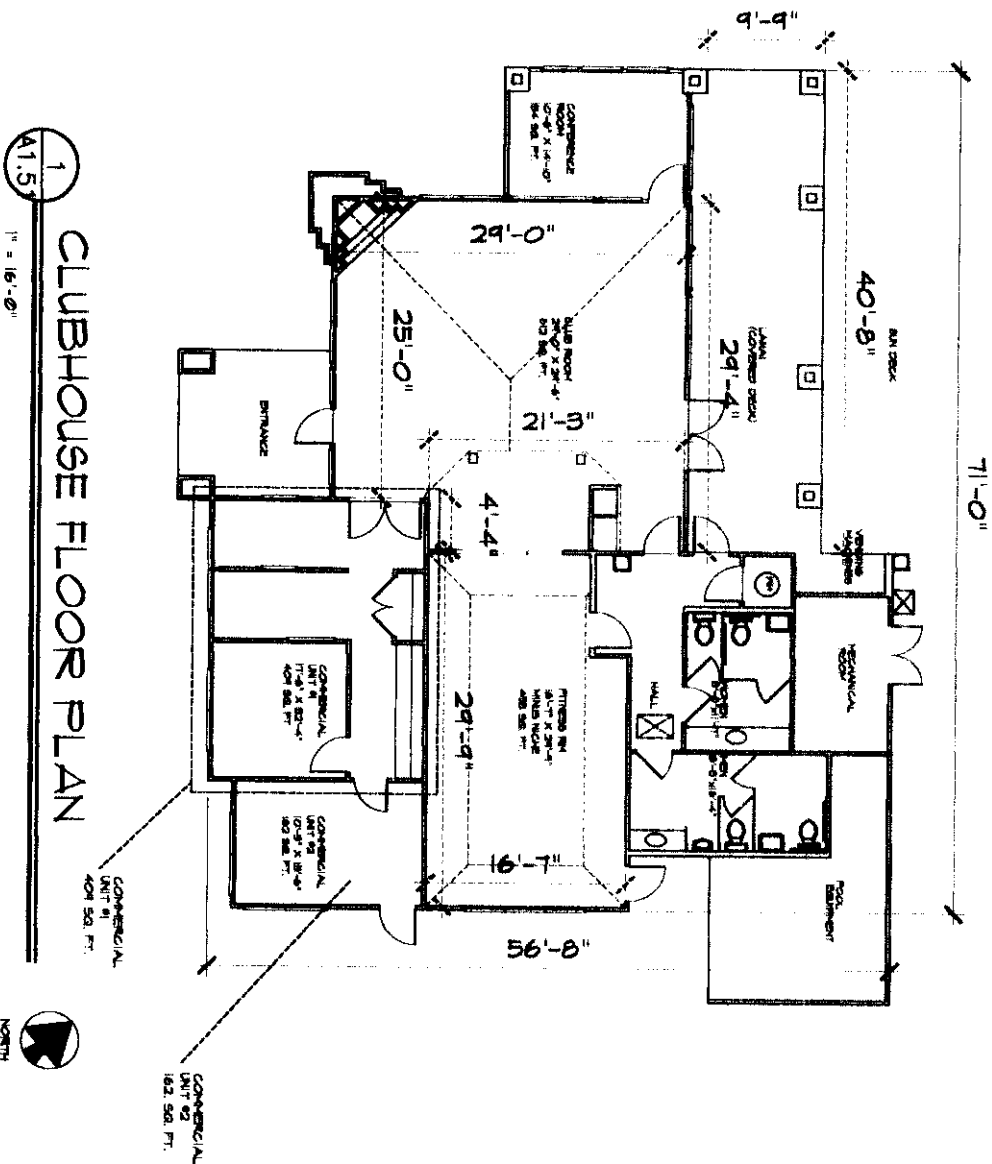
PREPARED BY:
The Brown Group Architects, Inc.
2525 Peachtree Road NE
Atlanta, Georgia 30308
(404) 803-3500

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida

PREPARED BY:
The Brown Group Architects, Inc.
2209 Peachtree Road NE
Atlanta, Georgia 30309
(404) 803-3500



1
A1.5
CLUBHOUSE FLOOR PLAN
APPROX. SQ. FT.: 3214 S.F.



CLUBHOUSE PLAN
SCALE: 1" = 16'-0"

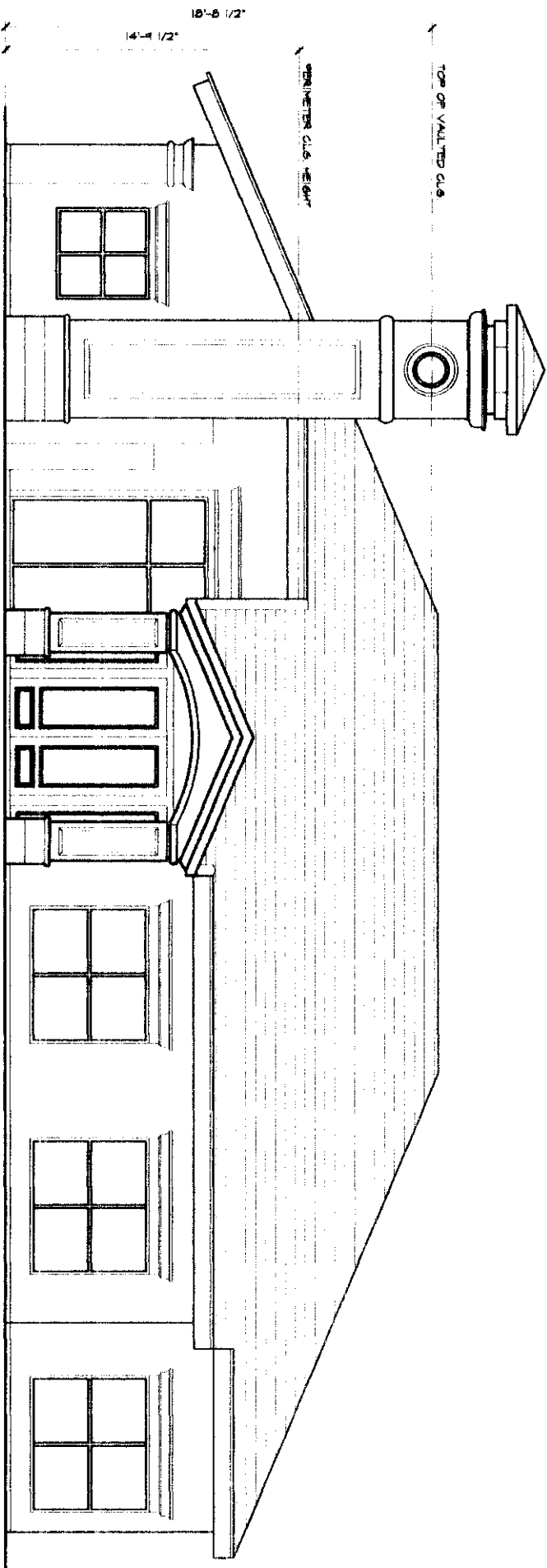
EXHIBIT:

SHEET:



THOSE CEILING ELEVATIONS REFERRED TO HEREON ARE THE ELEVATION OF A HORIZONTAL PLANE PROJECTED ACROSS THE CONDOMINIUM UNIT. HOWEVER FOR THOSE CONDOMINIUMS HAVING CATHEDRAL TYPE CEILING, THE VALLIED CEILING IS A PART OF THE CONDOMINIUM UNIT.

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



1
A3.1
1" = 8'-0"

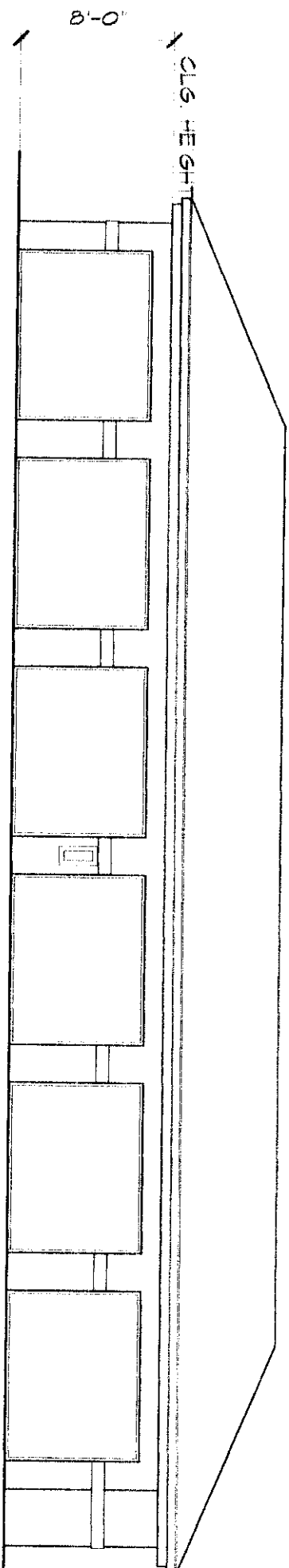
CLUBHOUSE ELEVATION



Villas at Marsh Landing Condominium

Jacksonville Beach, Florida

Book 10531 Page 1594



1
A3.3
TYP. GARAGE ELEVATION
1" = 8'-0"



PREPARED BY:
The Brown Group Architects, Inc.
2269 Peachtree Road, NE
Atlanta, Georgia 30309
(404) 603-3500

EXHIBIT:

SHEET:

EXHIBIT "D"

FLOOR PLANS

Villas at Marsh Landing Condominium Jacksonville Beach, Florida

Book 10531 Page 1596

CERTIFICATION

This is to certify that, in accordance with the provisions of Section 718.104 (4) (e), Florida Statutes, that the construction of the improvements described is substantially complete so that the material, together with the provisions of the Declaration of Condominium of Villas at Marsh Landing Condominiums, describing the condominium property is an accurate representation of the location and dimensions of the common elements and of each unit can be determined from these materials.

Signed this 12th day of February A.D., 2002


Paul B. Brown

The Brown Group Architects, Inc.
Paul B. Brown
Registered Architect Certificate No. 17341
State of Florida

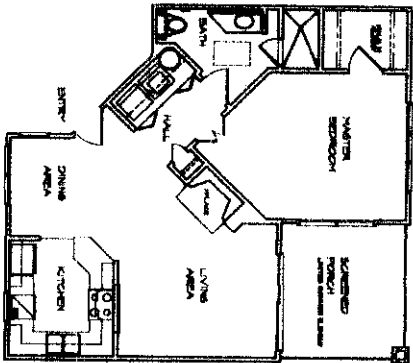


EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida

PREPARED BY:
The Brown Group Architects, Inc.
2289 Peachtree Road NE
Atlanta, Georgia 30309
(404) 803-3500



FLOOR PLAN UNIT TYPE "A"

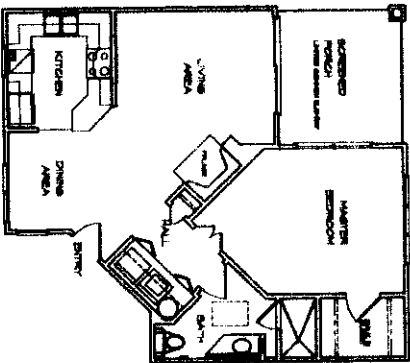
SCALE: 1/8" = 1'-0"

ONE BEDROOM, ONE BATH

This floor plan and the dimensions and square footage calculations shown hereon are only approximations. Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

UNITS: 107, 108, 205, 206,
409, 410, 609, 610, 709, 710,
807, 808, 905, 906, 1305,
1306, 1509, 1510, 1705, 1706,
1809, 1810, 2005, 2006
APPROX. SQ. FT.: 771 SF

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



FLOOR PLAN UNIT TYPE "A" REVERSE

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

ONE BEDROOM, ONE BATH

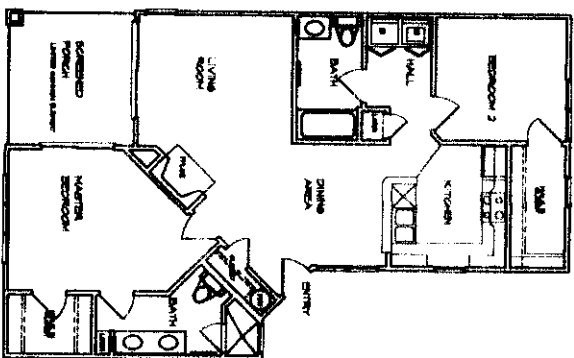
This floor plan and the dimensions and square footage calculations shown hereon are only approximations. Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the unit.

UNITS: 203, 204, 303, 304, 503, 504, 701, 708, 805, 806, 1201, 1202, 1403, 1404, 2003, 2004

APPROX. SQ. FT. : 771 SF

Villas at Marsh Landing Condominium Jacksonville Beach, Florida

PREPARED BY:
The Brown Group Architects, Inc.
2289 Peachtree Road, NE
Atlanta, Georgia 30309
(404) 603-3500



FLOOR PLAN UNIT TYPE "B"

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

TWO BEDROOM, TWO BATH

This floor plan and the dimensions and square footage calculations shown hereon are only approximations. Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

UNITS: 207, 208, 209, 210,
305, 306, 307, 308, 309, 310,
505, 506, 507, 508, 509, 510,
801, 802, 1001, 1002, 1003,
1004, 1005, 1006, 1007, 1008,
1203, 1204, 1401, 1402, 1403,
1404, 1405, 1406, 1407, 1408,
1601, 1602, 1603, 1604, 1605,
1606, 1607, 1608, 1905, 1906,
1907, 1908, 1909, 1910, 2007,
2008, 2009, 2010

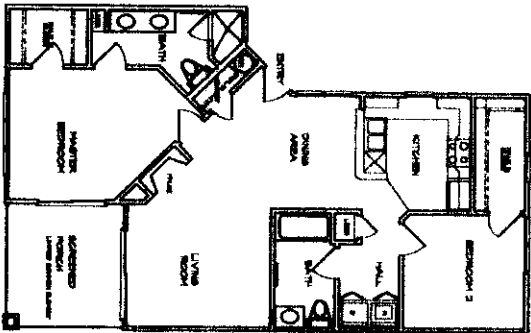
APPROX. SQ. FT. : 1066 SF

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida

PREPARED BY:
The Brown Group Architects, Inc.
2299 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3600



FLOOR PLAN UNIT TYPE "B" REVERSE

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

TWO BEDROOM, TWO BATH

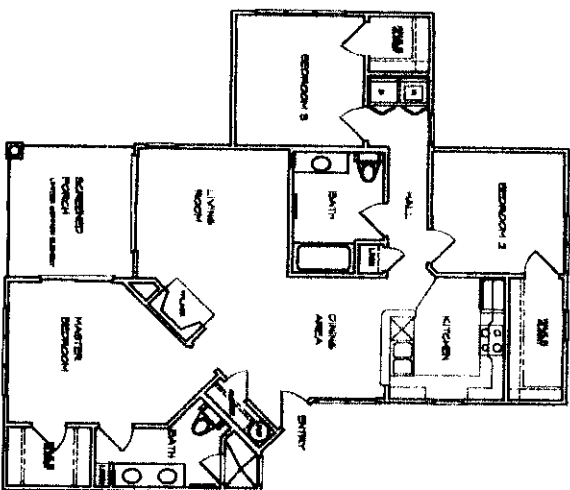
This floor plan and the dimensions and square footage calculations shown hereon are only approximations. Any unit owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the unit.

UNITS: 101, 102, 103, 104, 105, 106, 403, 404, 405, 406, 407, 408, 603, 604, 605, 606, 607, 608, 703, 704, 705, 706, 803, 804, 903, 904, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1303, 1304, 1503, 1504, 1505, 1506, 1507, 1508, 1703, 1704, 1803, 1804, 1805, 1806, 1807, 1808
APPROX. SQ. FT. : 1066 SF

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



FLOOR PLAN UNIT TYPE "C"

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

THREE BEDROOM, TWO BATH

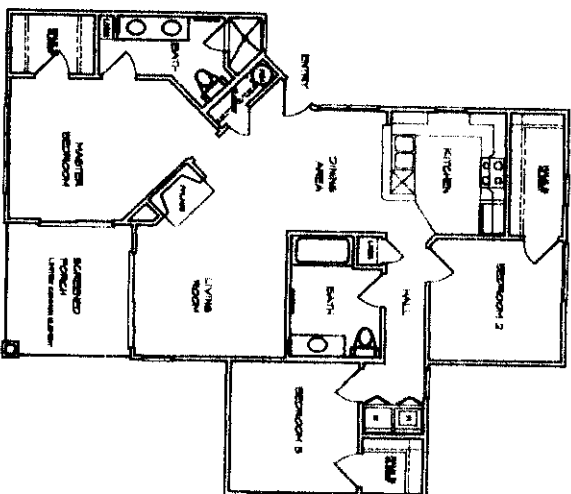
This floor plan and the dimensions and square footage calculations shown hereon are only approximations. Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

UNITS: 109, 110, 311, 312, 411, 412, 511, 512, 611, 612, 711, 712, 809, 810, 1205, 1206, 1511, 1512, 1811, 1812, 1911, 1912

APPROX. SQ. FT. : 1258 SF

Villas at Marsh Landing Condominium Jacksonville Beach, Florida

Book 10531 Page 1602



FLOOR PLAN UNIT TYPE "C" REVERSE

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

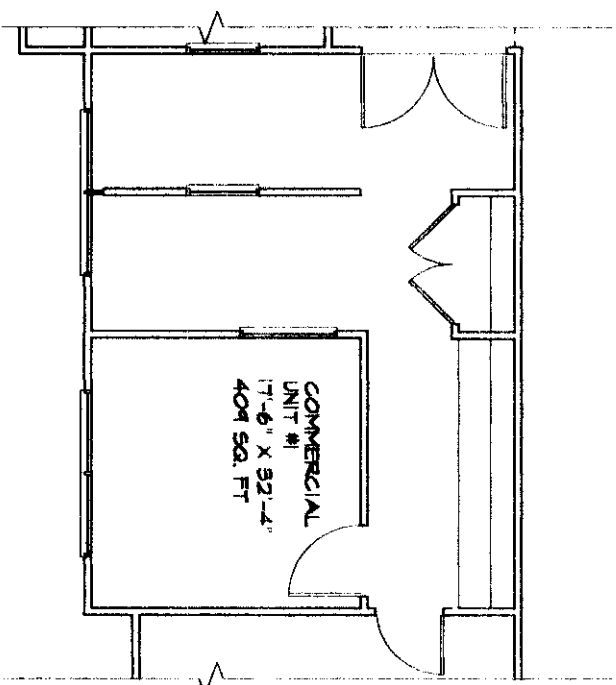
THREE BEDROOM, TWO BATH

This floor plan and the dimensions and square footage calculations shown hereon are only approximations. Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

UNITS: 201, 202, 301, 302, 401, 402, 501, 502, 601, 602, 701, 702, 901, 902, 1301, 1302, 1501, 1502, 1701, 1702, 1801, 1802, 1901, 1902, 2001, 2002
APPROX. SQ. FT. : 1258 SF

Villas at Marsh Landing Condominium Jacksonville Beach, Florida

Book 10531 Page 1603



COMMERCIAL UNIT 1

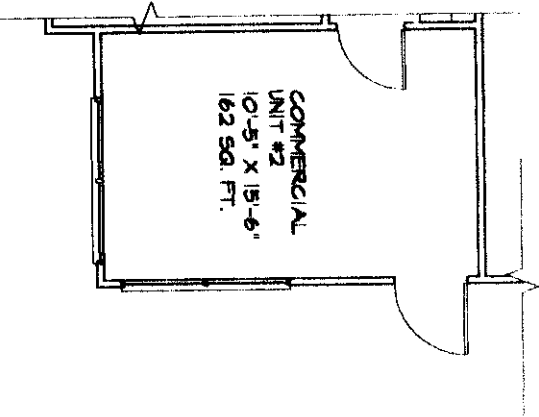
SCALE: 1/8" = 1'-0"

PREPARED BY:
The Brown Group Architects, Inc.
2289 Peachtree Road NE
Atlanta, Georgia 30308
(404) 603-3500

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



COMMERCIAL UNIT 2

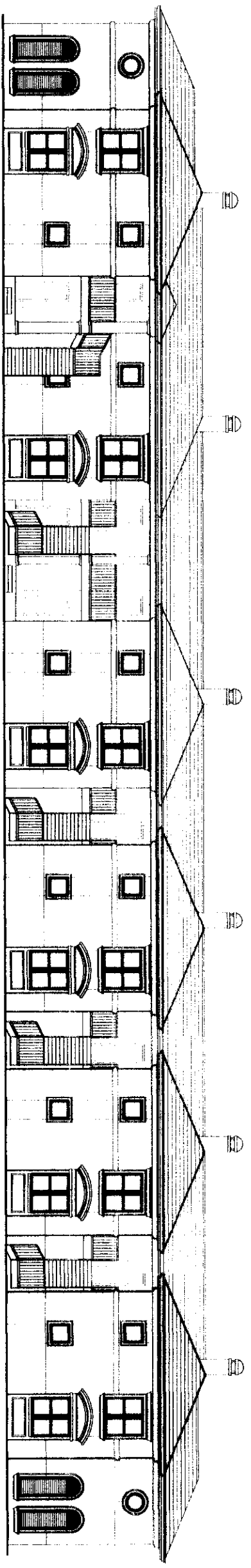
SCALE: 1/8" = 1'-0"

PREPARED BY:
The Brown Group Architects, Inc.
2288 Peachtree Road NE
Atlanta, Georgia 30308
(404) 603-3600

EXHIBIT:

SHEET:

Villas at Marsh Landing Condominium Jacksonville Beach, Florida



1
A3.2 TYP. BUILDING ELEVATION

1/4" = 16'-0"

NORTH

PREPARED BY:
The Brown Group Architects, Inc.
2288 Peachtree Road NE
Atlanta, Georgia 30309
(404) 603-3500

EXHIBIT:

SHEET:

EXHIBIT "E"

**ARTICLES OF INCORPORATION
OF
VILLAS AT MARSH LANDING CONDOMINIUM ASSOCIATION, INC.**

((H02000146717 2)))

ARTICLES OF INCORPORATION

OF

VILLAS AT MARSH LANDING CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED INCORPORATOR, being a natural person competent to contract, for the purpose of forming a corporation not-for-profit under the laws of the State of Florida, does hereby adopt, subscribe and acknowledge the following Articles of Incorporation.

ARTICLE I. NAME

The name of the corporation shall be VILLAS AT MARSH LANDING CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Corporation".

ARTICLE II. PURPOSE AND POWERS

Section 1. Purpose. The purpose for which the Corporation is organized is to provide an entity for the operation and governance of Villas at Marsh Landing Condominium (the "Condominium"), located upon lands in Duval County, Florida, said property being described in the duly recorded Declaration of Condominium applicable thereto in accordance with the Florida Condominium Act, Chapter 718, Florida Statute (the "Act").

The Corporation shall not be operated for profit and shall make no distribution of income to its members, directors or officers.

Section 2. Powers. The Corporation shall have all of the common-law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles.

The Corporation shall have all of the powers and duties contemplated in the Declaration of Condominium and the Act together with all of the powers and the duties reasonably necessary to operate the Condominium pursuant to the Declaration as it may be amended from time to time, and such other documents or agreements that may exist from time to time pertaining to the Condominium. The powers and duties, which the By-Laws may set forth in more detail, shall include, but shall not be limited to, the following specific powers and duties:

(a) To make and collect Assessments against members as Unit Owners to defray the costs, expenses and losses of the Condominium, and to make such other Special Assessments against Unit Owners as the Declaration of Condominium shall provide, and to enforce such levy of Assessments through a lien and the foreclosure thereof or by other action pursuant to the Declaration of Condominium.

(b) To use the proceeds of the Assessments in the exercise of its powers and duties, and as provided in the Declaration of Condominium.

(c) To maintain, repair, replace and operate the Condominium Property.

(d) To purchase insurance and enter into contracts for services, utilities and other purposes as may be deemed appropriate.

((H02000146717 2)))

((H02000146717 2)))

(e) To reconstruct improvements after casualty and further improve the Condominium Property.

(f) To make and amend reasonable rules and regulations governing the use of the Units, Common Elements and Limited Common Elements as those terms are defined in the Declaration.

(g) To perform such functions as may be specified in the Declaration of Condominium and the By-Laws.

(h) To enforce by legal means the provisions of the Act, the Declaration of Condominium, these Articles, the By-Laws of the Corporation and such rules and regulations as may be promulgated.

(i) To employ personnel to perform the services required for proper operation of the Condominium.

(j) To lease, maintain, repair and replace the Common Elements as same are defined in the Declaration of Condominium.

(k) To acquire or enter into agreements acquiring leaseholds, memberships or other possessory or use interests in lands or facilities and to pay the rental, membership fees, operational, replacement and other expenses as Common Expenses.

(l) To purchase a Unit or Units of the Condominium for any purpose and to hold, lease, mortgage or convey such Units on terms and conditions approved by the Board of Directors.

(m) To exercise such other power and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein and as permitted by the applicable laws of the State of Florida.

(n) To contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Corporation in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, and other sums due from Unit Owners, preparation of records, enforcement of rules and maintenance, repair and the replacement of the Common Elements with funds as shall be made available by the Corporation for such purposes. The Corporation and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Florida Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Corporation.

(o) To bring suit as may be necessary to protect the Corporation's interests, the interests of the Corporation's Members, or the Condominium Property.

ARTICLE III. DEVELOPER

VILLAS AT MARSH LANDING, LLC, a Florida limited liability company ("Developer"), shall make and declare or has made and declared a certain Declaration of Condominium submitting to condominium ownership certain property described therein under the terms, covenants, and conditions expressed more fully therein; the Condominium is to be known as VILLAS AT MARSH LANDING CONDOMINIUM.

ARTICLE IV. TERM

((H02000146717 2)))

The term for which this Corporation shall exist shall be perpetual.

ARTICLE V. INCORPORATOR

The name and address of the incorporator of this Corporation is as follows:

Fred L. Ahern, Jr., Esq.
Buschman, Ahern, Persons and Bankston, P.A.
2215 South Third Street
Suite 101
Post Office Box 50006
Jacksonville Beach, Florida 32240-0006

ARTICLE VI. OFFICERS

The officers of the Corporation shall be a President, Vice President, Secretary and Treasurer and such other officers as the Board of Directors may from time to time determine. The officers of this Corporation shall be elected for a term of one year, and until a successor shall be elected and qualified, by the Board of Directors at their annual meeting and in accordance with the provisions provided therefor in the By-Laws of the Corporation. Until transfer of the control of the Corporation to the Unit Owners other than the Developer has been accomplished, the officers need not be directors or members.

The names of the persons who shall serve as the first officers are:

Robert G. Meyer	President
Stephen D. Broome	Vice President
Kristi Torgler	Secretary-Treasurer

ARTICLE VII. DIRECTORS

The affairs of the Corporation shall be managed by a Board of Directors composed of not less than 3 directors. Until control of the Corporation is transferred to Unit Owners other than the Developer, the Developer shall be entitled to designate non-member directors to the extent permitted by the Florida Condominium Act. Except for non-member directors appointed by the Developer, all directors shall be elected at the annual membership meeting of the Corporation.

The first Board of Directors shall be comprised of 3 persons who shall serve until their respective successors are elected (or designated) and qualified. The names and addresses of the members of the Board of Directors who shall serve as the first directors are:

Robert G. Meyer	1575 Northside Drive 100 Technology Center, Suite 200 Atlanta, Georgia 30319
Stephen D. Broome	1575 Northside Drive 100 Technology Center, Suite 200 Atlanta, Georgia 30319

((H02000146717 2)))

Kristi Torgler

1575 Northside Drive
100 Technology Center, Suite 200
Atlanta, Georgia 30319

ARTICLE VIII. BY-LAWS

The initial By-Laws of the Corporation shall be attached as an exhibit to the Declaration of Condominium for the Condominium and shall be adopted by the first Board of Directors.

ARTICLE IX. MEMBERS

Membership in the Corporation shall automatically consist of and be limited to all of the record owners of Units in the Condominium. Transfer of Unit ownership, either voluntary or by operation of law, shall terminate membership in the Corporation and said membership is to become vested in the transferee. If Unit ownership is vested in more than one person then all of the persons so owning said Unit shall be members eligible to hold office, attend meetings, etc., but the Owner(s) of each Unit shall only be entitled to one vote as a member of the Corporation. The manner of designating voting members and exercising voting rights shall be determined by the By-Laws.

ARTICLE X. AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

(a) The Board of Directors shall adopt a resolution setting forth the proposed amendment and, if there are members of the Corporation, the Board shall direct that it be submitted to a vote at a meeting of the members, which may be either the annual or a special meeting. If there are no members of the Corporation, the amendment shall be adopted by a vote of the majority of directors and the provisions for adoption by members shall not apply.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member of record entitled to vote thereon within the time and in the manner provided herein for the giving of notice of meetings of members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all members of the Corporation entitled to vote thereon. Upon adoption, such amendment or amendments of these Articles shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of Florida. A certified copy of each such amendment of these Articles shall be recorded in the public records of Duval County, Florida, within thirty (30) days from the date on which such amendment is filed in the office of the Secretary of State.

No amendment to these Articles of Incorporation shall be made which affects any of the rights and privileges provided to the Developer in the Condominium documents without the written consent of the Developer.

ARTICLE XI. PRINCIPAL PLACE OF BUSINESS

((H02000146717 2)))

(((H02000146717 2)))
BOOK NUMBER 10531 PAGE 1611

The principal place of business of the Corporation shall be 1800 The Greens Way, Jacksonville Beach, Florida 32250, or at such other place or places as may be designated from time to time.

ARTICLE XII. REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Corporation and the name of the initial registered agent at that address are:

Fred L. Ahern, Jr., Esq.
Buschman, Ahern, Persons and Bankston, P.A.
2215 South Third Street
Suite 101
Post Office Box 50006
Jacksonville Beach, Florida 32240-0006

ARTICLE XIII. INDEMNIFICATION

The Corporation shall indemnify every director and every officer, and every member of any Committee, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Corporation, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceedings to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

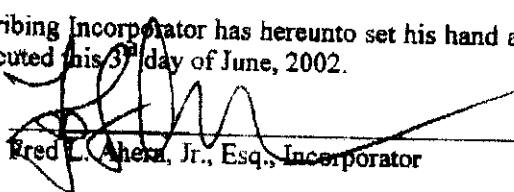
ARTICLE XIV. DISSOLUTION OF THE ASSOCIATION

The Association may be dissolved in accordance with the provisions of the Declaration and in accordance with Florida law.

[SIGNATURE ON FOLLOWING PAGE]

((H02000146717 2)))

IN WITNESS WHEREOF, the subscribing Incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed this 3rd day of June, 2002.


Fred L. Ahern, Jr., Esq., Incorporator

STATE OF FLORIDA
COUNTY OF DUVAL

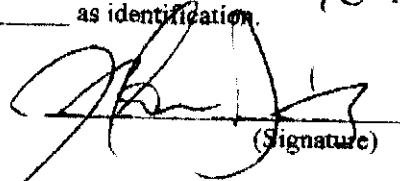
The foregoing instrument was acknowledged before me this 3rd day of June, 2002, by Fred L. Ahern, Jr., being known to me to be the person who executed the foregoing Articles of Incorporation of VILLAS AT MARSH LANDING CONDOMINIUM ASSOCIATION, INC. He ☒ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)



Mark C Dearing
My Commission DD0091314
Expires February 11, 2008


(Signature)

Name: _____

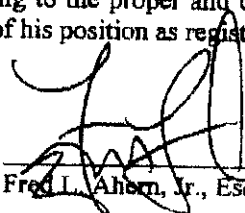
(Legibly Printed)

Notary Public, State of Florida

(Commission Number, if any)

ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT

The undersigned, having been named as registered agent and to accept service of process for VILLAS AT MARSH LANDING CONDOMINIUM ASSOCIATION, INC., hereby accepts the appointment as registered agent and agrees to act in such capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of his duties and is familiar with and accepts the obligations of his position as registered agent.


Fred L. Ahern, Jr., Esq., Registered Agent

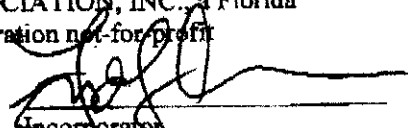
((H02000146717 2)))

**CERTIFICATE OF DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN
FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with Section 48.091, Florida Statutes, the following is submitted:

Villas at Marsh Landing Condominium Association, Inc., desiring to organize or qualify under the laws of the State of Florida with its principal place of business at 1800 The Greens Way, Jacksonville Beach, Florida 32250, State of Florida, has named Fred L. Ahern, Jr., as its agent to accept service of process within Florida.

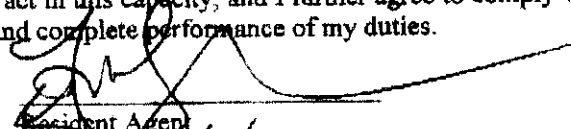
VILLAS AT MARSH LANDING CONDOMINIUM
ASSOCIATION, INC., a Florida
corporation not-for-profit

By: 

~~Incorporated~~

Dated: 6/5/02

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.


Resident Agent

Dated: 6/5/02

EXHIBIT "F"

**BYLAWS
OF
VILLAS AT MARSH LANDING CONDOMINIUM ASSOCIATION, INC.**

WEISSMAN, NOWACK, CURRY, & WILCO, P.C.

Attorneys

Two Midtown Plaza, 15th Floor
1349 West Peachtree Street
Atlanta, Georgia 30309
(404) 885-9215

TABLE OF CONTENTS

I.	GENERAL	<u>Page</u>
	1. Applicability	1
	2. Name	1
	3. Definitions	1
II.	MEMBERSHIP AND VOTING PROVISIONS	
	1. Membership in the Association	1
	2. Voting	2
	3. Quorum	2
	4. Proxies	2
	5. Designation of Voting Member	2
III.	MEETINGS OF MEMBERS	
	1. Annual Meeting	3
	2. Special Meeting	3
	3. Notice of Meetings	3
	4. Waiver and Consent	3
	5. Adjourned Meeting	4
	6. Approval or Disapproval	4
IV.	BOARD OF DIRECTORS	
	A. <u>Composition and Selection</u>	4
	1. Composition and Selection Qualifications	4
	2. Number of Directors	4
	Initial Board of Directors	4
	3. Transfer of Control from Developer to Association	4
	4. Election of Board Members	5
	5. Term of Office	6
	6. Recall of Board Members	7
	7. Vacancies on Board	8
	8. Disqualification and Resignation of Directors	8
	B. <u>Board Meetings</u>	
	1. Organizational Meetings	8
	2. Regular Meetings	8
	3. Special Meetings	8
	4. Notice to Members	8
	5. Minutes	9
	6. Directors' Waiver of Notice	9
	7. Quorum	9
	8. Conduct of Meetings	9
	C. <u>Powers and Duties</u>	
	1. Powers and Duties	9

D.	<u>Committees</u>	
	1. Architectural Control Committee.....	11
	2. Other Committees.....	11
	3. Service on Committee.....	11
V.	OFFICERS	
	1. Designation.....	11
	2. Election.....	11
	3. Appointive Officers.....	11
	4. Term.....	11
	5. President.....	11
	6. Vice President.....	12
	7. Secretary.....	12
	8. Treasurer.....	12
	9. Proviso.....	12
VI.	FINANCES AND ASSESSMENTS	
	1. Depositories.....	13
	2. Fidelity Bonds.....	13
	3. Fiscal Year.....	13
	4. Computation of Budget and Assessments.....	13
	5. Application of Payments and Commingling of Funds.....	14
	6. Acceleration of Assessment Installments Upon Default.....	14
VII.	COMPLIANCE AND DEFAULT	
	1. Violations.....	15
	2. Fines.....	15
	3. Negligence or Carelessness of Unit Owner, Etc.....	16
	4. Costs and Attorneys Fees.....	16
	5. No Waiver of Rights.....	16
	6. Election of Remedies.....	16
VIII.	ACQUISITION OF UNITS.....	16
IX.	AMENDMENTS TO THE BYLAWS.....	16
X.	INDEMNIFICATION.....	17
XI.	LIABILITY SURVIVES TERMINATION OF MEMBERSHIP.....	17
XII.	LIMITATION OF LIABILITY	18
XIII.	PARLIAMENTARY RULES.....	18
XIV.	MORTGAGE REGISTER.....	18

XV.	CERTIFICATE OF COMPLIANCE.....	18
XVI.	ARBITRATION	18
XVII.	EMERGENCY POWERS.....	18
XVIII.	OFFICIAL RECORDS	19

BYLAWS

OF

VILLAS AT MARSH LANDING CONDOMINIUM ASSOCIATION, INC.

ARTICLE I: GENERAL

Section 1. Applicability. These Bylaws provide for the self government of VILLAS AT MARSH LANDING CONDOMINIUM ASSOCIATION, INC., a not-for-profit corporation, organized and existing pursuant to the laws of the State of Florida, in accordance with the Florida Condominium Act (Chapter 718, Florida Statutes) ("Act"), the Articles of Incorporation filed with the Secretary of State and the Declaration of Condominium for Villas at Marsh Landing Condominium, recorded in Duval County, Florida land records ("Declaration"). A copy of these Bylaws and the Articles of Incorporation for the Association, as hereinafter defined, shall be attached as exhibits to the Declaration in accordance with the Act and which will be recorded in the public records of Duval County, Florida.

Section 2. Name. The name of the corporation is Villas at Marsh Landing Condominium Association, Inc. ("Association").

Section 3. Definitions. The terms used herein shall have their generally accepted meanings or such meanings as are specified in Paragraph 5 of the Declaration.

ARTICLE II: MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership in the Association. An Owner of a Unit shall automatically become a member of the Association upon taking title to the Unit. Membership in the Association shall be limited to Owners of Units in the Condominium. Transfer of Unit ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership shall become vested in the transferee. If Unit ownership is vested in more than one person, then all of the persons so owning said Unit shall be members eligible to hold office, attend meetings, etc., provided that, the vote of such Unit shall be cast by the "voting member," to be designated in accordance with Section 5 of this Article. If Unit ownership is vested in a corporation, general partnership, limited partnership, limited liability company or other entity not being a natural person or persons (for purposes herein, the foregoing are collectively defined as an "Entity"), said Entity shall designate an individual as its "voting member" pursuant to Section 5 of this Article.

Any application for the transfer of membership, or for a conveyance of an interest in, or to encumber or lease a Condominium Parcel, where the approval of the Board of Directors is required by these Bylaws and the Declaration, shall be accompanied by application fee in an amount to be set by the Association to cover the cost of contacting the references given by the applicant and such other costs of investigation that may be incurred.

Section 2. Voting.

(a) The Owner(s) of each Unit shall be entitled to one vote for each Unit owned. If a Unit Owner owns more than one Unit, such individual shall be entitled to one vote for each Unit owned. Any two (2) Units which have been combined into one combined living area shall be deemed to be two (2) Units (as if they had not been so combined) and shall therefore be entitled to two (2) votes to be cast by its Owner. The vote of a Unit shall not be divisible.

(b) Except as otherwise required under the provisions of the Declaration, the Articles of Incorporation, these Bylaws, or as required by law, at any meeting of the general membership of the Association which is duly called and at which a quorum is present, the affirmative vote of a majority of the Voting Interests in the Condominium present shall be binding on the Members and Association.

Section 3. Quorum. A quorum at meetings of members shall consist of twenty-five percent (25%) of the Voting Interests represented at the meeting either in person or by proxy.

Section 4. Proxies. Votes may be cast in person or may be cast by limited or general proxy in certain circumstances in accordance with applicable Florida law. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5) and shall be filed with the Secretary of the Association not less than 3 days prior to the meeting in which they are to be used. Proxies shall be valid only for the particular meeting designated therein. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Where a Unit is owned jointly by a husband and wife, and if they have not designated one of them as a voting member in accordance with Section 5 of this Article, a proxy must be signed by both husband and wife where a third person is given a proxy. Every proxy shall be revocable at any time at the pleasure of the Member executing it.

Section 5. Designation of Voting Member. If a Unit is owned by one person, such person's right to vote shall be established by the recorded title to the Unit. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated in a certificate, signed by all of the recorded Owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by an Entity, the individual entitled to cast the vote of the Unit for such Entity shall be designated in a certificate for this purpose, signed by (a) in the case of a corporation, the president or vice president, attested to by the secretary or assistant secretary of the corporation, (b) in the case of a general partnership, the general partners, (c) in the case of a limited partnership, the general partner(s) thereof on behalf of the limited partnership (if the general partner is a corporation, the president or vice president of such corporation shall execute such certificate and the secretary of such corporation shall attest thereto), (d) in the case of a limited liability company, the manager thereof, or (e) in the case of a legal entity other than as described above, the individual authorized to execute the certificate in accordance with such legal entity's governing documents. Such certificate shall be filed with the Secretary of the Association. The person designated in such certificate who is entitled to cast the vote for a Unit shall be known as the "voting member." If such a certificate is required and is not filed with the Secretary of the Association for a Unit owned by more than one person or by an Entity, the vote of the Unit concerned may not be cast and shall not be considered in determining the requirement for a quorum or for any purpose requiring the approval of a person entitled to cast the vote for the Unit. Unless the certificate shall otherwise provide, such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned. Notwithstanding the foregoing, if a Unit is owned jointly by a husband and wife, as tenants by the entirety, the following 3 provisions are applicable thereto:

- (a) They may, but they shall not be required to, designate a voting member by certificate.
- (b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.
- (c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the Unit vote, just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

ARTICLE III: MEETINGS OF MEMBERS

Section 1. **Annual Meeting.** The regular annual meeting of the Members shall be held each year on or before thirteen (13) months of the date of the previous annual meeting with the date, hour and place to be set by the Board of Directors for the purpose of electing directors and transacting any other business authorized to be transacted by the members. No annual meeting shall be set on a legal holiday.

Section 2. **Special Meeting.** Special meetings of the Members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, and shall be called by the President or Secretary at the request in writing of a majority of the Board. Except for the purpose of removing a director governed by the provisions of Article IV, A, Section 6 of these Articles, a special meeting must be called by the President or Secretary upon the written request of a majority of the Voting Interests in the Condominium, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the matters stated in the notice thereof, which notice shall be given in accordance with Article III, Section 3 below.

Section 3. **Notice of Meetings.** It shall be the duty of the secretary to mail or hand deliver a written notice of each annual or special meeting, stating the time and place thereof and an identification of agenda items to each Unit Owner of record at least 14 but not more than 30 days prior to such meeting, and to post at a conspicuous place on the Condominium Property a copy of the notice of said meeting at least 14 continuous days preceding said meeting. Notice of each annual meeting shall be mailed to each Unit Owner unless such Unit Owner waives in writing the right to receive such notice by mail. Upon notice to all Unit Owners, the Board shall, by duly adopted rule, designate a specific location on the Condominium Property, upon which all notices of Unit Owner meetings shall be posted. Notice of any annual or special meeting shall state the purpose thereof and said meeting shall be confined to the matters stated in said notice. If any Unit Owner wishes notice to be given at an address other than his or her Unit, the Owner shall designate such other address in writing to the Secretary. All notices shall be mailed to or served at the address of the Unit Owner last furnished to the Association and posted as hereinbefore set forth. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this section, to each Unit Owner at the address last furnished to the Association.

Section 4. **Waiver and Consent.** Any approval by Unit Owners called for by the Act, the Declaration or these Bylaws shall be made at a duly noticed meeting of Unit Owners and shall be subject to all requirements of the Act or the Declaration relating to Unit Owner decision making, except that Unit Owners may take action by written agreement, without meetings, on any matters for which the vote of members at a meeting is required or permitted by any provision of these Bylaws, or on matters

for which action by written agreement without meeting is expressly allowed by the Declaration, or any Florida statute which provides for Unit Owner action.

Section 5. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of Voting Interests is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 6. Approval or Disapproval. Approval or disapproval of a Unit Owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting members; provided, however, that where a Unit is owned jointly by a husband and wife, and they have not designated one of them as a voting member, their joint approval or disapproval shall be required where they are both present, or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

ARTICLE IV: BOARD OF DIRECTORS

A. Composition and Selection

Section 1. Composition and Section Qualifications. The affairs of the Association shall be governed by a Board of Directors which Board shall serve without compensation. All directors shall be members of the Association; provided, however, that all directors that the Developer is entitled to elect or designate need not be members of the Association. The individual designated as the voting member for a Unit owned by an Entity shall be deemed to be a member of the Association so as to qualify to become a director of the Association. Transfer of control of the Association from the Developer to the Unit Owners shall be in accordance with Article IV, Section 3 below.

Section 2. (a) Number of Directors. During the period that the Developer has the authority to appoint the majority of Members of the Board of Directors in accordance with Article IV, A, Section 3 below, the Board shall consist of three (3) directors. At the time that the Unit Owners other than the Developer are entitled to elect the majority of members of the Board of Directors in accordance with Article IV, A, Section 3 below, such that the Developer relinquishes and the Unit Owners accept control of the Association, there shall be five (5) members of the Board of Directors.

(b) Initial Board of Directors. The first Board of Directors of the Association shall be comprised of those Members of the Board as described in the Articles, who shall serve until their successors are appointed by Developer or elected at the first annual meeting of the Members. Should any member of the First Board be unable to serve for any reason, the Developer shall have the right to select and appoint a successor to act and serve for the unexpired term of the Director who is unable to serve.

Section 3. Transfer of Control from Developer to Association. Control of the Association shall be transferred from the Developer to the Association in the following manner:

(a) When Unit Owners, other than the Developer, own fifteen percent (15%) of the Units of the Condominium that will ultimately be operated by the Association, the Unit Owners, other than the Developer, shall be entitled to elect, in the manner provided in Article IV, A, Section 4 of these Bylaws, not less than nor more than one third (1/3) of the Members of the Board of Directors;

(b) The Unit Owners, other than the Developer, shall be entitled to elect, in a manner provided in Article IV, A, Section 4 of these Bylaws, not less than nor more than a majority of the Members of the Board of Directors, upon the earliest of the following events:

(1) three (3) years after the sales by the Developer have been closed on fifty percent (50%), but less than ninety percent (90%) of the Units that will ultimately be operated by the Association;

(2) three (3) months after sales of ninety percent (90%) of the Units that will ultimately be operated by the Association have been closed by the Developer;

(3) when all of the Units that will ultimately be operated by the Association have been completed and some have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business;

(4) when some of the Units have been sold and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(5) seven (7) years after recordation of the Declaration creating the Initial Phase of the Condominium.

(c) The Developer shall have the right to appoint, in the same manner provided in Section 4, Article IV of these Bylaws, the Members of the Board of Directors which other Unit Owners are not entitled to elect. The Developer shall be entitled to appoint not less than one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium ultimately to be operated by the Association. Notwithstanding the foregoing, the Developer shall be entitled at any time to waive its rights hereunder, by execution and delivery to the Association of written waivers, and therefore to vote in elections for Members of the Board of Directors in the same manner as any other Unit Owner.

Section 4. Election of Board Members. Directors shall be elected in the following manner:

(a) Commencing with the election of the first Board to succeed the Board comprised of the persons named in the Articles, Developer shall appoint that number and the identity of the members of the Board which it shall be entitled to appoint in accordance with the Articles and these Bylaws, and upon such appointment by Developer, by written instrument presented to the meeting at which such election is held, the persons so appointed by Developer shall be deemed and considered for all purposes Directors of the Association and shall thereforth hold the offices and perform the duties of such Directors until their successors shall have been elected or appointed, as the case may be, and qualified in accordance with the provisions of these Bylaws.

(b) For so long as the Developer shall retain the right to appoint at least one (1) member of the Board of Directors, all members of the Board of Directors whom Unit Owners are entitled to elect under these Bylaws shall be elected at large, by a plurality of the votes cast at the annual meeting of the general membership, immediately following appointment of the members of the Board whom Developer shall be entitled to appoint. Commencing after the Developer shall have lost or relinquished the right to appoint at least one (1) Director, the replacement Director shall be elected at large, by a plurality of the votes cast by the general membership at the meeting.

(c) Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery, including regularly published newspaper, to each capital Unit Owner entitled to a vote, the first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Administration must give written notice to the Association not less than forty (40) days before scheduled election. Together with the written notice and agenda required pursuant to Section 718.112(2)(d), subparagraph 2 of the Act, the Association shall mail or deliver a second notice of the election to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of the candidate, the Association shall include an information sheet, not larger than 8 1/2 " x 11", which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. The Association has no liability for the contents of the information sheets prepared by the candidate. No Unit owner shall permit any other person to vote his ballot, and any such ballot improperly cast shall be invalid. The regular election shall occur on the date of the annual meeting.

(d) In the election of Directors, there shall be appurtenant to each Unit one (1) vote for each Director's position which is to be filled at that meeting; provided, however, that no Member or owner of any Voting Interest may cast more than one (1) vote per Unit or Voting Interest owned for any person nominated as a Director, it being the intent hereof that the voting of Directors shall be non-cumulative.

(e) The election of Directors shall be by written ballot. Proxies shall not be used in electing Directors.

(f) Within seventy-five (75) days after Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall, as otherwise provided in accordance with the provisions of these Bylaws, call and give not less than sixty (60) days notice of an election for members of the Board. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so within the time prescribed herein. Election of such Directors by the Unit Owners shall be conducted in the manner provided in these Bylaws. Upon election of the first Unit Owner other than the Developer to the Board, the Developer shall forward to the Division of Florida Land Sales, Condominiums and Mobile Homes the name and mailing address of such Unit Owner member.

Section 5. Term of Office. If, at the time of the first annual meeting of members, Unit Owners other than the Developer are entitled to elect one of the Directors, the term of office of such Director receiving the highest plurality of votes shall be two (2) years.

At the first annual meeting after Developer has transferred control of the Board of Directors from Developer to the Association, such that the number of members of the Board of Directors increases from three (3) to five (5) members, half the Directors shall be elected for a two (2) year term and half the Directors shall be elected for a one (1) year term so as to stagger the terms of Directors. If there are an odd number of Directors, then the additional Director shall be elected for a two (2) year term. Thereafter, at each annual meeting at which Directors terms expire, a successor shall be elected to hold a term of two (2) years.

Directors shall hold office for the terms to which elected or designated, and thereafter until their successors are duly elected, or designated by the Developer, and qualified, or until removed in the manner elsewhere herein provided or provided by law.

Section 6. Recall of Board Members.

(a) Any member of the Board may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all Voting Interests. A special meeting of the Members to recall a member or members of the Board may be called by ten percent (10%) of all Voting Interests giving notice of the meeting in the same manner as notice of the call of a special meeting of the Members is required as set forth in Article III, Section 3, and the notice shall state the purpose of the meeting. Such special meeting to recall a member or members of the Board is subject, however to the right of Developer to elect Directors as provided herein.

(b) If the recall is approved by a majority of all Voting Interests by a vote at a meeting, the recall will be effective as provided herein. The Board shall duly notice and hold a Board meeting within five (5) full business days of the adjournment of the Unit Owner meeting to recall one or more Board members. At the meeting, the Board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the Board, within five (5) full business days, any and all records and property of the Association in their possession or shall proceed as set forth below.

(c) If the proposed recall is by an agreement in writing by a majority of all Voting Interests, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 47, Florida Statutes, and the Florida Rules of Civil Procedure. The Board shall duly notice and hold a meeting of the Board within five (5) full business days after receipt of the agreement in writing. At the meeting, the Board shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board, within five (5) full business days, any and all records and property of the Association in their possession or proceed as described below.

(d) If the Board determines not to certify the written agreement to recall a member or members of the Board or does not certify the recall by a vote at a meeting, the Board shall, within five (5) full business days after the meeting, file with the Division of Florida Land Sales, Condominiums and Mobile Homes ("Division") a petition for arbitration pursuant to the procedures in Section 718.1255, Florida Statutes. For the purposes of this provision, the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall will be effective upon mailing of the final order of arbitration to the Association. If the Association fails to comply with the order of the arbitrator, the Division may take action pursuant to Section 718.501, Florida Statutes. Any member or members so recalled shall deliver to the Board any and all records of the Association in their possession within five (5) full business days of the effective date of the recall.

(e) If the Board fails to duly notice and hold a Board meeting within five (5) full business days of service of an agreement in writing or within five (5) full business days of the adjournment of the Unit Owner recall meeting, the recall shall be deemed effective and the Board members so recalled shall immediately turn over to the Board any and all records and property of the Association.

(f) If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors, notwithstanding any provision to the contrary contained in this Section. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled in accordance with procedural rules to be adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes, which rules need not be consistent with this Section.

Section 7. Vacancies on Board. If the office of any director or directors becomes vacant by any reason other than recall of a Board member, a majority of the remaining directors, though less than a quorum, shall elect a successor or successors, who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors. Notwithstanding the above, only the Developer may elect to fill a vacancy on the Board previously occupied by a Board member elected or appointed by the Developer, in which case a quorum for purposes of that election shall consist of a majority of Units owned by the Developer. Only Unit Owners other than the Developer may elect to fill a vacancy on the Board previously occupied by a Board member elected or appointed by Unit Owners other than the Developer.

Section 8. Disqualification and Resignation of Directors. Any director may resign at any time by sending a written notice of such resignation to the secretary of the Association. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the secretary. Commencing with the directors elected by the Unit Owners other than the Developer, the transfer of title of the Unit owned by a director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

B. Board Meetings.

Section 1. Organizational Meetings. The organizational meeting of a newly elected or designated Board shall be held within ten (10) days of their election or designation, and shall be noticed as required by Article IV, B, Section 4 below.

Section 2. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least seven (7) days prior to the day named for such meeting, unless such notice is waived.

Section 3. Special Meetings. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days notice of a special meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

Section 4. Notice to Members. Adequate notice to the Members of all meetings (regular and special) of the Board, or any committee thereof at which a quorum of the members of that committee are present, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance of the meeting, except in an emergency. The notice shall specifically incorporate an identification of agenda items. Upon prior notice to all Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property upon which notices of all

Board meetings shall be posted. All meetings of the Board shall be open to all Unit Owners. Notice of any meeting of the Board or any committee thereof where the Association's budget or where regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Written notice of any meeting of the Board or any committee thereof at which non-emergency special assessments, or at which amendment to rules regarding Unit use will be proposed, discussed, or approved, shall be mailed or delivered to the Members and posted conspicuously on the Condominium Property not less than fourteen (14) continuous days prior to the meeting. The Secretary of the Association shall provide an affidavit, to be included in the official records of the Association, confirming that notice of such meeting was provided in accordance with this provision, to each Unit Owner.

Section 5. Minutes. Minutes of all meetings of the Board shall be kept in a businesslike manner and available for inspection by Members and Directors during normal business hours at the principal office of the Association. The Association shall retain these minutes for a period of not less than seven (7) years.

Section 6. Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 7. Quorum. A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles, these Bylaws or the Declaration. A Director of the Association who is present at a meeting of the Board at which action on any Association matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of the Directors required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, these Bylaws or the Declaration, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance is greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice to the Directors, however notice of the adjourned meeting must be given in accordance with Article III, Section 2 and Article IV, B, Section 4 hereof. All meetings of the Board of Directors shall be open to all Unit Owners, unless otherwise provided by law.

Section 8. Conduct of Meetings. The presiding officer of meetings of the Board shall be the President of the Association. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

C. Powers and Duties.

Section 1. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration, or these Bylaws, directed to be exercised and done by Unit Owners. These powers shall specifically include, but shall not be limited to, the following:

(a) To exercise all powers specifically set forth in the Declaration, the Articles of Incorporation, these Bylaws, and in the Florida Condominium Act, and all powers incidental thereto.

(b) To adopt a budget and make and collect Assessments, including Special Assessments, enforce a lien for nonpayment thereof, and use and expend the Assessments to carry out the purposes and powers of the Association, subject to the provisions of the Declaration to which these Bylaws are attached and, where applicable, recognizing obligations of the Association contained in the provisions of the Declaration. The Board of Directors shall also have the power to levy a fine against the Owner of a Unit for the purposes specified in the Declaration.

(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the Condominium, including the right and power to employ attorneys, accountants, contractors, and other professionals, as the need arises, subject to any applicable provisions of the Declaration.

(d) To make and amend regulations respecting the operation and use of the Common Elements and Condominium Property and facilities and the use and maintenance of the Units therein.

(e) To enforce by legal means the provision of the Articles, these Bylaws, the Declaration, and all regulations governing use of property of and in the Condominium.

(f) To contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments and other sums due from Unit Owners, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association, its directors and officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Florida Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(g) To enter into agreements acquiring leaseholds, memberships or other possessory or use interests regarding recreation area(s) and facilities for the use and enjoyment of the members of the Association as provided for in the Declaration.

(h) To further improve the Condominium Property, both real and personal, and the right to purchase realty and items of furniture, furnishings, fixtures and equipment for the foregoing, and the right to acquire and enter into agreements pursuant to the Florida Condominium Act, subject to the provisions of the Declaration and these Bylaws.

(i) To enter into such agreements or arrangements, as deemed appropriate, with such firms or companies as it may deem for and on behalf of the Unit Owners to provide certain services and/or maintenance otherwise the individual responsibility of the Unit Owners and to increase the Assessments due or otherwise charge each Unit Owner a share of the amount charged for said maintenance and service.

D. Committees.

Section 1. Architectural Control Committee. The Board of Directors shall establish an Architectural Control Committee for this purpose of establishing and maintaining architectural standards in the Condominium as provided in the Declaration.

Section 2. Other Committees. The Board may designate such committees which, to the extent provided in the resolution designating said committee, shall have the powers to make recommendations to the Board of Directors in the management and affairs and business of the Association.

Section 3. Service on Committee. Unless otherwise provided in these Bylaws or in the resolution authorizing service on a particular committee, the members of any committee shall be appointed by the President and shall serve at the pleasure of the Board. Any committee member may be removed with or without cause at any time and with or without a successor being named.

ARTICLE V: OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors and shall serve without compensation. One person may not hold more than one of the aforementioned offices, except one person may be both Secretary and Treasurer. The President and Vice President shall be members of the Board of Directors. Notwithstanding the foregoing, the restriction as to one person holding only one of the aforementioned offices or the President and Vice President being members of the Board of Directors shall not apply until control of the Association shall be transferred to the Unit Owners other than the Developer.

Section 2. Election. The officers of the Association designated in Section 1 above shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the meeting of the members. Officers may be elected by secret ballot pursuant to applicable Florida law.

Section 3. Appointive Officers. The Board may appoint assistant secretaries and assistant treasurers and such other officers as the Board of Directors deems necessary.

Section 4. Term. The officers of the Association shall hold office until their successors are chosen and qualified in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors; provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of a corporation not-for-profit including but not limited to the power to appoint committees from time to time as he or she may in his or her discretion deem appropriate to assist in the conduct of the affairs of the Association. He shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. The President, or other officer as may be designated by resolution of the Board,

shall sign all written contracts to perform all of the duties incident to the office and which may be delegated to him or her from time to time by the Board of Directors.

Section 6. The Vice President. The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

Section 7. The Secretary. The Secretary shall issue notices of all Board of Directors' meetings and all meetings of the Unit Owners; he shall attend and keep the minutes of same; he shall have charge of all of the Association's books, records and papers, including roster of members and mortgagees except those kept by the Treasurer, and shall in general perform all duties incident to the office of the secretary of a corporation organized under Florida law. If appointed, an assistant secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 8. The Treasurer.

(a) The Treasurer shall have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each Unit which shall designate the name and current mailing address of the Unit Owner, the amount of each Assessment, the dates and amounts in which the Assessment came due, the amount paid upon the account and the balance due.

(b) The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these Bylaws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

(c) The Treasurer shall collect the Assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors and, when requested, to the Developer or other entity designated by the Board of Directors.

(d) The Treasurer shall give status reports to potential transferees on which reports the transferees may rely.

(e) If appointed, an assistant treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

Section 9. Proviso. Notwithstanding any provisions to the contrary in these Bylaws, the Association shall maintain separate accounting records for this Association, shall keep such records according to good accounting practices, shall open such records for inspection by Unit Owners or their authorized representatives at reasonable times and shall supply written summaries of such records at least annually to the Unit Owners or their authorized representatives. In the event the Board of Directors designates a Management Firm to operate the Condominium on behalf of the Association, said Management Firm shall be required to follow the aforesaid provisions.

ARTICLE VI: FINANCES AND ASSESSMENTS

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least 2 officers of the Association; provided, however, that the provisions of any Management Agreement, entered into by the Association and a Management Firm designated by the Association to operate the Condominium, relative to the subject matter in this Section 1 shall supersede the provisions hereof. The foregoing is further subject to the applicable provisions under the Declaration.

Section 2. Fidelity Bonds. The Association shall obtain fidelity bonds for officers and directors of the Association and other individuals only to the extent required by applicable Florida law.

Section 3. Fiscal Year. The fiscal year of the Association may be set by the Board and in the absence thereof, shall be the calendar year.

Section 4. Computation of Budget and Assessments.

(a) Budget. The Board of Directors shall adopt for, and in advance of, each fiscal year, a budget for the Condominium showing the estimated costs of operating the Condominium during the coming year. The budget shall contain an itemized breakdown of Common Expenses which shall include expenses for the operation, maintenance, repair or replacement of the Common Elements and the Limited Common Elements, cost of carrying out the powers and duties of the Association, reserve accounts and/or funds which may be established from time to time by the Board as provided in the Declaration, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, obligations of the Association pursuant to the Declaration, water and sewer and any other expenses designated as Common Expenses from time to time by the Board of Directors, or under the provisions of the Declaration.

(b) Assessments. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect Assessments and to lease, maintain, repair and replace the Common Elements and Limited Common Elements and to determine rules and fees to be charged for exclusive use of Common Elements for special events. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions or percentages of sharing Common Expenses as provided in the Declaration and exhibits attached thereto. Said Assessments shall be payable monthly in advance and shall be due on the first (1st) day of each month in advance unless otherwise ordered by the Board of Directors. Special Assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular Assessments and shall be payable in the manner determined by the Board of Directors.

All Assessments shall be payable to the Association, subject, however, to the provisions of a Management Agreement, if any, for as long as it shall remain in effect providing for collection of such Assessments directly by the Management Firm, and also subject to any specific applicable provisions in the Declaration. All funds due from Unit Owners not as Common Expenses, including sums due as users of cable television service or pursuant to other applicable agreements or arrangements pertaining to all or substantially all Units, may be collected by the Association or its agents.

(c) Budget Meetings. An annual budget and level of Assessment for Common Expenses sufficient to fund such budget shall be proposed and adopted by the Board of Directors. The Board shall mail, or cause to be mailed, or hand deliver, or cause to be hand delivered, notice of the meeting of the Unit Owners or Board of Directors at which the budget will be considered not less than 14 days prior to said meeting. Evidence of compliance with this 14 day notice requirement shall be made by an affidavit executed by an officer of the Association, an authorized employee of the Management Firm, or other person providing notice of the meeting and filed among the official records of the Association. Such notice shall include a copy of the proposed annual budget and Assessment. If the Association shall fail for any reason to adopt a budget and authorize an Assessment prior to the beginning of the new fiscal year, the budget and Assessment for the previous year shall be increased by 15% and shall continue in effect until changed by the Association.

If the adopted budget requires an assessment against the Unit Owners in any fiscal year exceeding 115% of the Assessments for the preceding year, the Board, upon written application of 10% of the Unit Owners to the Board, shall call a special meeting of the Unit Owners within 30 days upon not less than 14 days' written notice to each Unit Owner. At this special meeting, Unit Owners shall consider and enact a budget upon the vote of the members representing a majority of all Units. If a special meeting of the Unit Owners has been called pursuant to this section and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board goes into effect as scheduled. In determining whether Assessments exceed 115% of similar Assessments in the preceding year, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property must be excluded from the computation. However, as long as the Developer is in control of the Board of Directors, the Board may not impose an Assessment for any year greater than 115% of the prior fiscal year's Assessment without prior approval of the members representing a majority of all Units.

Section 5. Application of Payments and Commingling of Funds. Reserve and operating funds collected by the Association or by the Management Firm, if any, may not be commingled in a single fund except for purposes of investment, in which event separate accountings must be maintained for each fund and the combined account cannot at any time, be less than the amount identified as reserve funds in the combined account. All Assessment payments collected shall be applied (1) pursuant to the applicable provisions of the Declaration, or (2) as provided by a Management Agreement as long as the Management Agreement remains in effect, or thereafter, as the Board of Directors determines in its sole discretion. All funds shall be maintained in a separate account in the name of the Association. If so designated by the Board, a Management Firm shall maintain separate accounting records for each condominium it manages pursuant to the provisions of such Management Agreement and the Florida Condominium Act.

Section 6. Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment of any Assessment, the Management Firm, if any, or the Board of Directors may, after delivering notice to the Owner, file a claim of lien in the amount of the default and thereafter may accelerate the monthly installments for the remainder of the budget year in which the lien is filed. Thereupon, the unpaid installments of the Assessment together with the monthly Assessments for the remainder of that budget year shall become due upon the date stated in the notice, but not less than 14 days after delivery of or the mailing of such notice to the Unit Owner. The acceleration of installments may be repeated at the end of the year in which the lien was filed if at the end of such period there remains any sums due and unpaid.

ARTICLE VII: COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation (other than the non-payment of an Assessment) by the Unit Owner in any of the provisions of the Declaration, of these Bylaws, or of the applicable portions of the Florida Condominium Act, the Association, by direction of its Board of Directors, may notify the Unit Owner by written notice of said breach, transmitted by mail or delivered in person. If such violation shall continue for a period of 30 days from the date of the notice in the case of violations involving alterations and structural changes to the Unit and 5 days from the date of the notice in the case of all other violations, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of the Bylaws, or of the pertinent provisions of the Florida Condominium Act, and the Association may then, at its option, have the following elections:

- (a) An action at law to recover for its damage on behalf of the Association or on behalf of the other Unit Owners;
- (b) An action in equity to enforce performance on the part of the Unit Owner; or
- (c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Failure on the part of the Association to maintain such action at law or in equity within 30 days from date of a written request, signed by a Unit Owner, sent to the Board of Directors, shall authorize any Unit Owner to bring an action in equity or suit at law on account of the violation in the manner provided for in the Florida Condominium Act.

Section 2. Fines. In addition to the remedies as identified in Section 1 above, the Association may levy a fine not to exceed the maximum amount allowed by the Florida Condominium Act against any Owner, resident, guest or invitee, for failure to abide by any provisions of the Declaration, these Bylaws or the rules of the Association. No fine will become a lien against a Unit. A fine may be levied on the basis of a continuing violation, with a single notice and an opportunity for a hearing, provided that no such fine shall exceed the maximum aggregate amount allowed under the Act. No fine may be levied except after giving reasonable notice and an opportunity for a hearing, to be held not less than 14 days after reasonable notice, to the Owner, resident, guest or invitee. Reasonable notice shall include the following: A statement of the date, time and place of the hearing; a statement as to the provisions of the Declaration, these Bylaws or the rules of the Association which have allegedly been violated; and a short and plain statement of the matters asserted by the Association.

A hearing shall be held before a committee of other Unit Owners. At the sole discretion of the Board of Directors, this committee may be either a standing committee appointed by the Board of Directors for the purpose of addressing all fine situations, or a committee appointed by the Board of Directors for the particular hearing. At such hearing, the party against whom the fine may be levied shall have the opportunity to respond to, to present evidence relating to, and to provide written and oral argument on all issues involved, and shall have an opportunity to review, challenge and respond to any material considered by the committee. A fine may not be levied if more than 75% of the members of the committee disagree with such fine. The notice and hearing procedures shall also satisfy any other requirements of the Act or the regulations promulgated thereunder.

Section 3. Negligence or Carelessness of Unit Owner, Etc. Any Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance company of rights of subrogation.

Section 4. Costs and Attorneys' Fees. In any proceeding brought by the Association pursuant to this Article, the Association, if it is the prevailing party, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court.

Section 5. No Waiver of Rights. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

Section 6. Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by Condominium documents, or at law or in equity.

ARTICLE VIII: ACQUISITION OF UNITS

At any foreclosure sale of a Unit, the Board of Directors may, with the authorization and approval by the affirmative vote of a majority of Directors, acquire in the name of the Association or its designee a Condominium Parcel being foreclosed. The term "foreclosure," as used in this section, shall mean and include any foreclosure of any lien, excluding the Association's lien for Assessments. The power of the Board of Directors to acquire a Condominium Parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the Board of Directors or of the Association to do so at any foreclosure sale. The provisions hereof are permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. Once general authority to purchase a Unit at a foreclosure sale is obtained, the Board of Directors shall not be required to obtain the specific approval of Unit Owners regarding the sum the Board of Directors determines to bid at such foreclosure sale unless the limit of such authority has been established in the original authorization.

ARTICLE IX: AMENDMENTS TO THE BYLAWS

Section 1. Amendments to these Bylaws shall be proposed and adopted in the following manner:

(a) Amendments to these Bylaws may be proposed by the Board, action upon vote of a majority of the Directors, or by members owning a majority of the Voting Interest in the Condominium, whether meeting as Members or by instrument in writing signed by them.

(b) Upon any amendment or amendments to these Bylaws being proposed by the Board or Members, such proposed amendment or amendments shall be transmitted to the President of the

Association or acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the Members for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments and it shall be the duty of the Secretary to give each Member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth; provided, that proposed amendments to the Bylaws may be considered and noted upon at annual meetings of the Members.

(c) No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicator of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw, see bylaw for present text." Nonmaterial errors or omissions in the bylaw process shall not invalidate an otherwise properly promulgated amendment.

(d) In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of two-thirds (2/3) of all Voting Interests of the Condominium. Thereupon, such amendment or amendments to these Bylaws shall be transcribed and shall include on the first page thereof a reference to the book and page of the public records where the Declaration is recorded, and shall be certified by the President and Secretary of the Association. A copy thereof shall be recorded in the public records of Duval County, Florida, within fifteen (15) days from the date on which any amendment or amendments have been affirmatively approved by the Members.

(e) At any meeting held to consider such amendment or amendments to these Bylaws, the written vote of any Member shall be recognized if such Member is not present at such meeting in person or by limited proxy, provided such written vote is delivered to the Secretary at or prior to such meeting.

(f) Notwithstanding the foregoing provisions of this Article X, no amendment to these Bylaws which shall abridge, amend or alter the rights of Developer may be adopted to become effective without the prior written consent of Developer.

ARTICLE X: INDEMNIFICATION

The Association shall indemnify every director and every officer, every member of any Committee, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XI: LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Condominium shall not relieve or release any such former Owner or member from any liability or obligations incurred under or in any way connected with

the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former Owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XII: LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable for injury or damage by a latent condition in the Condominium Property, nor for injury or damage caused by the elements or by other Owners or persons.

ARTICLE XIII: PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Act, the Declaration, or these Bylaws.

ARTICLE XIV: MORTGAGE REGISTER

The Association, or its agents, may maintain a register of all mortgages and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid Assessments or violations served upon a Unit Owner to said mortgagee. If a register is maintained, the Association or its agent maintaining same may make such charge as it deems appropriate against the applicable Unit for supplying the information provided herein.

ARTICLE XV: CERTIFICATE OF COMPLIANCE

A certificate of compliance from a licensed contractor or electrician may be accepted by the Board as evidence of compliance of the Units with applicable fire and life safety codes.

ARTICLE XVI: ARBITRATION

Internal disputes arising from the operation of the Condominium among Unit Owners, the Association, their agents and assigns shall be subject to mandatory non-binding arbitration as provided in *Florida Statutes*, Section 718.1255.

ARTICLE XVII: EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act:

Section 1. In anticipation of or during any emergency defined in Section 6 below, the Board of Directors may:

(a) Name as assistant officers persons who are not Board members, which assistant officers shall have the same authority as the executive officers to whom they are assistant, during the period of the emergency, to accommodate the incapacity of any officer of the Association; and

(b) Relocate the principal office or designate alternative principal offices or authorize the officers to do so.

Section 2. During any emergency defined in Section 6 below:

(a) Notice of a meeting of the Board of Directors need be given only to those Directors whom it is practicable to reach and may be given in any practicable manner, including by publication and radio; and

(b) The Director or Directors in attendance at a meeting shall constitute a quorum.

Section 3. Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association:

(a) Binds the Association; and

(b) Shall have the presumption of being reasonable and necessary.

Section 4. An officer, assistant officer, director, or employee of the Association acting in accordance with these emergency provisions is only liable for willful misconduct.

Section 5. These emergency provisions shall supersede any inconsistent or contrary provisions of the Bylaws for the period of the emergency.

Section 6. An emergency exists for purposes of this Article XIX if a quorum of the Association's Directors cannot readily be assembled because of an act of God, natural disaster or other like catastrophic event.

ARTICLE XVIII: OFFICIAL RECORDS

Section 1. From the inception of the Association, the Association shall maintain a copy of each of the following where applicable, which shall constitute the official records of the Association:

(a) The plans, permits, warranties, and other items provided by the Developer applicable to the Condominium;

(b) A photocopy of the recorded Declaration and all amendments thereto;

(c) A photocopy of these Bylaws as recorded and all amendments thereto;

(d) A certified copy of the Articles and amendments thereto;

(e) A copy of the current Rules and Regulations of the Association;

(f) The Association minute book containing the minutes of all meetings of the Association, of the Board, and of Unit Owners, which minutes shall be retained for a period of not less than seven (7) years;

(g) A current roster of all Unit Owners, their mailing addresses, Unit identifications, Voting Certificates, and if known, telephone numbers;

(h) All current insurance policies of the Association and the Condominium;

(i) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility;

(j) Bills of sale or transfer for all property owned by the Association;

(k) Accounting records for the Association maintained according to good accounting practices. All accounting records shall be maintained for a period of not less than seven (7) years. The accounting records shall include, but are not limited to:

(1) Accurate, itemized, and detailed records of all receipts and expenditures.

(2) A current account and a monthly, bimonthly or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

(3) All audits, reviews, accounting statements and financial reports of the Association or Condominium.

(4) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.

(l) Voting proxies, which shall be maintained for a period of one (1) year from the date of the meeting for which the proxy was given.

(m) All rental records where the Association is acting as agent for the rental of Condominium Units.

Section 2. The official records of the Association shall be maintained in Duval County, Florida.

Section 3. The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times, within five (5) working days after receipt of a written request by the Board or its designee. The right to inspect includes the right to make copies, at the reasonable expense, if any, of the Association member. The Association may adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying.

The foregoing was adopted as the Bylaws of Villas at Marsh Landing Condominium Association, Inc., a corporation not-for-profit under the laws of the State of Florida, at the organizational meeting of the Board of Directors on the 10TH day of June, 2002.


Print Name: Kristi L. Torgler
Secretary