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Doc# 2000186403
Book: 9712
Pages: 1197 - 1277
Filed & Recorded
08/15/2000 11:41:49 AM
HENRY W COOK
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND \$ 41.00
RECORDING \$ 325.00

5 MIN. RETURN
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THE SEASONS AT MILL COVE, A CONDOMINIUM

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**DECLARATION OF CONDOMINIUM
OF THE SEASONS AT MILL COVE, A CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM is made as of the 15th day of AUGUST, 2000 (the "Declaration") by **PULTE HOME CORPORATION**, a Michigan corporation, having a mailing address of 8081 Phillips Highway, Suite 14, Jacksonville, Florida 32256 (the "Developer"), for and on behalf of the Developer, its successor, assigns and grantees.

The Developer, being the owner of fee simple title of record to those certain lands located and situate in Duval County, Florida, being more particularly described in Exhibit "A" attached hereto, does hereby submit only the lands described as PHASE I land and improvements to condominium ownership pursuant to the provisions of Chapter 718 of the Florida Statutes, hereinafter referred to as the "Condominium Act", as amended from time to time.

1. NAME AND DESCRIPTION OF CONDOMINIUM PROPERTY.

The name by which this condominium is to be identified is:

THE SEASONS AT MILL COVE, A CONDOMINIUM

1.1 This Condominium shall be developed in phases pursuant to Section 718.403, Florida Statutes, with Phase I consisting of the real property legally described and the units in the buildings and other improvements as shown on Exhibit "A" attached hereto, being submitted to the Condominium form of ownership by this Declaration. The Units in Phase I of this Condominium shall own a fractional, undivided interest in the Common Elements and be responsible for a fractional share of the Common Expenses of this Condominium as set forth in Exhibit "B" attached hereto.

1.2 The impact, if any, which the completion of subsequent phases would have upon the initial phase would be to increase the number of residents in the general area, decrease the fractional share ownership per Unit of the Common Elements and fractional share obligations of the Common Expenses and increase the size of Common Elements.

1.3 If Developer determines to construct the remaining phases (the "Subsequent Phases"), they must be completed within seven (7) years of the date of the recording of this Declaration. In no event shall any phases be added or Units constructed seven (7) years after the date of recording of Phase I. All improvements in any Subsequent Phase must be substantially completed prior to annexation to the Condominium.

1.4 Should the Developer decide, in its sole and absolute discretion, to add any of the proposed Subsequent Phases to this Condominium pursuant to Section 718.403, Florida Statutes, then any such proposed Subsequent Phase shall consist of the real property legally described and the Units in the buildings and other improvements as shown on Exhibits "A-II" through "A-X" attached hereto, subject to the Developer's right to make non-material changes to said legal descriptions as set forth in paragraph 1.5 below. Phase I is described in paragraph 1.5 below. The other Phases, if added, will consist of the number of Units as described in paragraph 1.5 below.

1.5 The number, minimum, maximum and general size of Units to be included in each phase are as follows:

(a) Phase I when constructed, shall consist of eight (8) Units in one (1), eight (8) Unit building, each Unit containing eleven hundred (1,100) square feet with either two bedrooms and two and one-half bathrooms or two bedrooms and one and one-half bathrooms.

(b) Phases II and IV if constructed, shall each consist of eight (8) Units in one (1), eight (8) Unit building, each Unit containing eleven hundred (1,100) square feet with either two bedrooms and two and one-half bathrooms or two bedrooms and one and one-half bathrooms.

(c) Phase III if constructed, shall consist of sixteen (16) Units in two (2), eight (8) Unit buildings, each Unit containing eleven hundred (1,100) square feet with either two bedrooms and two and one-half bathrooms or two bedrooms and one and one-half bathrooms.

(d) Phase V if constructed, shall consist of fourteen (14) Units in two (2) buildings, one building which has eight (8) Units and one building which has six (6) Units, each Unit containing eleven hundred (1,100) square feet with

either two bedrooms and two and one-half bathrooms or two bedrooms and one and one-half bathrooms.

(e) Phase VI if constructed, shall consist of twelve (12) Units in two (2) buildings, each Unit containing eleven hundred (1,100) square feet with either two bedrooms and two and one-half bathrooms or two bedrooms and one and one-half bathrooms.

(f) Phases VIII and IX if constructed, shall each consist of sixteen (16) Units in two (2), eight (8) Unit buildings, each Unit containing eleven hundred (1,100) square feet with either two bedrooms and two and one-half bathrooms or two bedrooms and one and one-half bathrooms.

(g) Phases VII and X if constructed, shall each consist of fourteen (14) Units in two (2) buildings, one building which has eight (8) Units and one building which has six (6) Units, each Unit containing eleven hundred (1,100) square feet with either two bedrooms and two and one-half bathrooms or two bedrooms and one and one-half bathrooms.

The style, elevations and layouts of the buildings which may be added to the Condominium may be substantially different from the other buildings in the Condominium. The Developer reserves the right to modify the plot plans for Phases II through X to allow the Developer the flexibility of varying the type and size of floor plans to be used in each of the buildings of Phase II through Phase X, including, but not limited to, increasing or decreasing the square footage of the Units above or below the range set forth above, and to vary the type, style, location and size of the buildings in such Phases. The Developer specifically reserves the right to make non-material changes to the legal description of each Phase.

1.6 Each Unit's fractional ownership in the Common Elements shall be equal to all other Units. As each phase is added, each Unit shall own a fractional share in the Common Elements, Common Surpluses and obligation for Common Expenses, represented by a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Units declared to Condominium ownership in the Condominium, as set forth on Exhibit "B" attached hereto.

1.7 Each Unit is entitled to one (1) vote in the Association.

1.8 The ownership of the Common Elements attributable to each Unit would be that Unit's fractional share ownership, as set forth in paragraph 1.6. If any phase or phases are not developed and added as part of this Condominium, said fraction shall remain as provided in paragraph 1.6 for the phases built and submitted to the condominium form of ownership. If one or more phases are not built, the Units which are built are entitled to one hundred percent (100%) of ownership of all the

Common Elements within the phases actually developed and added as part of the Condominium.

1.9 The Developer shall notify owners of existing Units of the commencement of, or decision not to add, one or more additional phases. Notice shall be by first class mail addressed to each owner at the address of the Unit or at their last known address.

1.10 The Developer is not required to convey any additional land or facilities to the Condominium after the completion of the first phase, nor is the Developer obligated to construct the Subsequent Phases. Therefore, notwithstanding anything herein to the contrary, no portion of the Subsequent Phase Land or Association Property shall (i) be encumbered or in any way affected by this Declaration, or (ii) be part of the Condominium unless and until such portion of the Subsequent Phase Land is added to the Declaration by recordation of an Amendment among the Public Records of the County, which Amendment is signed by the Developer or conveyed to the Association in a deed designating the land described therein as Association Property. The Developer shall have the right, at any time, to develop the Subsequent Phase Land as a different condominium, with different size units or density of units or with any other type of residential dwelling unit. There is no guaranty that any adjacent development will be consistent with the design of Phase I.

1.11 Time share estates shall not be a part of this Condominium.

1.12 During the construction of this Condominium and any additional phase, the Developer, except for Units which have been conveyed to a Unit Owner, shall have the right to use any portion of the Condominium Property including the Common Elements and Association Property, for the construction, marketing and sale of Units.

1.13 Subsequent Phases may be added to this Condominium by the execution of an amendment to this Declaration by the Developer only, and such Amendment shall not require the execution or consent of any Unit Owners other than the Developer. Such phases may be added out of sequence. At the time of annexation of a Subsequent Phase, all improvements within the Phase shall be substantially complete.

1.14 No Subsequent Phases may be added to the existing Condominium without the prior written consent of HUD, VA and FNMA, if applicable. Such consent will not be reasonably withheld if the Phase to be added substantially conforms to a plan of expansion which has been fully described in this Declaration.

1.15 Developer shall convey portions of the Association Property to the Association, free and clear of liens and encumbrances, at such time as Developer

completes the improvements thereon. At such time as the Developer completes Phase IV, Developer shall improve parts of the land described in Exhibit E with a swimming pool, cabana, lake, trash disposal equipment and mail center, together with roads, parking areas, sidewalks, landscaping, a limited access gate, fencing and entry feature. In the event that Developer determines to subject additional Subsequent Phases to the Declaration, the Developer reserves the right to add additional parcels of Association Property consisting of lake parcels and conservation areas.

1.16 The Common Elements may not be subject to a lease between the Association and neither the Common Elements nor the Association Property may be mortgaged or otherwise encumbered without the approval of at least two-thirds of the Unit Owners' voting at a meeting which has been duly noticed and at which a quorum is present in personalty or proxy.

2. DEFINITIONS.

The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws of the Association, shall be defined in accordance with the provisions of the Condominium Act, and as follows unless the context otherwise requires. All other definitions except as set forth herein shall be determined by the definitions set forth in Section 718.103, Florida Statutes as written as of the date of recording of this Declaration.

2.1 Assessment means a share of the funds which are required for the payment of Common Expenses, which from time to time is assessed against the Unit Owner.

2.2 Association means THE SEASONS AT MILL COVE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, and its successors, and as further defined in Section 718.103(2), Florida Statutes.

2.3 Association Property means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to the Association for the use and benefit of its members and such persons to whom the Association or Developer may grant use rights. The lands more fully described in Exhibit "E" shall constitute Association Property at the time of recording this Declaration.

2.4 Committee means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the Association budget or take action on behalf of the Board.

2.5 Common Elements shall include:

(a) All of those items stated in the Condominium Act at Section 718.108, Florida Statutes.

(b) Tangible personal property deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association.

(c) All Condominium Property not included in the Units.

2.6 Common Expenses shall include:

(a) Expenses of administration and management of the Association and of the Condominium Property and Association Property.

(b) Expenses of maintenance, operation, repair or replacement of the Common Elements, any Limited Common Elements, Association Property, and of any portions of Units to be maintained by the Association.

(c) The costs of carrying out the powers and duties of the Association.

(d) Expenses declared Common Expenses by the provisions of this Declaration or by the Bylaws of the Association or the Condominium Act, or by Florida Statute.

(e) Any valid charge against the Condominium Property as a whole.

(f) Rentals, membership fees, operations, replacements, and other expenses of lands or possessory interests in lands purchased by the Association pursuant to Sections 718.111 and 718.114, Florida Statutes.

(g) Assessments charged the Association or costs incurred in the operation, management, maintenance and repair of the stormwater system as permitted by the St. Johns River Water Management District ("District"), including lakes, retention areas, water management areas, ditches, canals, culverts, structures, related appurtenances, drainage structures and drainage easements.

2.7 Common Surplus means the excess of all receipts of the Association collected on behalf of a Condominium (including, but not limited to, assessments, rents, profits, and revenues on account of the Common Elements) over the Common Expenses.

2.8 Condominium Parcel is a Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit.

2.9 Condominium Property means the lands, leaseholds, and personal property that are subjected to Condominium ownership, whether or not contiguous, including the Subsequent Phase Land if and when it is subjected to the terms and conditions of this Declaration, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.10 Developer means Pulte Home Corporation, and its successors and assigns. Developer may assign all or a portion of its rights hereunder or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. The rights of the Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Association, and accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board or the Association upon transfer of control of the Association.

2.11 Institutional Mortgagee means a bank, life insurance company, savings and loan association, savings bank, real estate investment trust, and the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration, or Veterans Administration, or any institution under the conservatorship or receivership of the Resolution Trust Corporation or Federal Deposit Insurance Corporation or any such affiliate who shall hold or guaranty mortgage on the Condominium Parcel, including, without limitation, the Developer, if Developer holds a mortgage on a Condominium Parcel.

2.12 Limited Common Elements means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as specified herein. References to Common Elements herein shall mean and refer to Limited Common Elements, unless the context would prohibit it or it is otherwise expressly prohibited.

2.13 Operation or operation of the Condominium means and includes the administration and management of the Condominium Property.

2.14 Special Assessment means any assessment levied against Unit Owners other than the Assessment required by a budget adopted annually.

2.15 Stormwater Management System or Surface Water Management System means a system which is designed, constructed, or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution, or to otherwise affect the quality and quantity of discharge from the system, as permitted pursuant to Chapter 40C-4, 40C-40 or 40C-42, Florida Administrative Code.

2.16 Unit means a part of the Condominium Property which is subject to exclusive ownership.

2.17 Unit Owner or Owner of a Unit means the fee simple owner of a Condominium Parcel as shown by the real estate records in the office of the Clerk of the County, whether such Owner be the Developer, one or more persons, firms, associations, corporations or other legal entities. "Owner" shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

2.18 Utility Services shall include but not be limited to electric power, gas, water, telephone, air conditioning, garbage and trash disposal, sewers, and cable television, together with all other public service and convenience facilities.

2.19 Voting Certificate means a document which designates one of the record title owners, or the corporate, partnership, or entity representative, who is authorized to vote on behalf of a Condominium Unit that is owned by more than one owner or by any entity.

3. EXHIBITS.

Exhibits attached to this Declaration of Condominium shall include the following:

3.1 (a) Exhibit "A" - The legal description of the land described as Phase I and submitted by this Declaration to the Condominium form of ownership and a Survey of the land showing all existing easements and a graphic description of the improvements in which Units are located and a plot plan thereof which together with the Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, and identification of each Unit by number so that no Unit bears the same designation as any other Unit.

(b) Exhibits "A-II" through "A-X" - The legal descriptions for the balance of the phases which may be dedicated by subsequent amendments and identified as Phase II through Phase X, together with a Survey of the land showing all existing easements and a graphic description of the improvements in which Units are located and a plot plan thereof which together with the Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, and identification of each Unit by number so that no Unit bears the same designation as any other Unit.

- 3.2 Exhibit "B" - The fractional shares of ownership schedule of the Common Elements, Common Surplus and Common Expenses.
- 3.3 Exhibit "C" - The Articles of Incorporation of the Association.
- 3.4 Exhibit "D" - The Bylaws of the Association.
- 3.5 Exhibit "E" - Association Property.

4. EASEMENTS AND RESERVATIONS.

Easements are expressly provided for and reserved in favor of the Unit Owners, their lessees, their guests and invitees, and the Association, its successors and assigns, as follows:

- 4.1 Utilities. Easements are reserved through the Condominium Property as may be required for utility service (including but not limited to cable TV) in order to serve the specific Condominium Property and Condominium Parcel, however, such easements shall be only in accordance with the plans and specifications for the building and improvements, or as the building or improvements are actually constructed, unless approved in writing by the Board of Directors and the affected Unit Owners. Further, it is understood and acknowledged that other properties adjacent to the Condominium may connect to the utility systems within the Condominium.
- 4.2 Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.
- 4.3 Traffic. A non-exclusive easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements or Association Property as may from time to time be paved and or otherwise intended for purposes of ingress, egress and access to the public ways and for such other purposes as are commensurate with need, and such easement or easements shall be for the use and benefit of the Unit Owners of the Condominium Property, and those claiming by, through or under the aforesaid Unit Owners; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated for parking purposes.

4.4 Easements and Reservations for Developer for Ingress, Egress and Utilities. There is reserved in the Developer, its successors and assigns, the right to create utility easements and to install utilities and to use same over and across the land declared to Condominium ownership hereunder for the benefit of the Developer, its successors and assigns and any designated provider of such utility services. Such right to create and install and use utilities shall not encumber or encroach upon any Unit or impair the exclusive use and ownership of any Unit. Such use of the lands for utilities shall be established as five feet (5') on either side of the actual installed improvement. There is reserved in the Developer the right of ingress and egress over all of the Condominium.

4.5 Reservation in the Developer to Use Facilities for Sale, Marketing, and Advertising of Units. It is contemplated that the Developer will construct and market all Units. There is hereby reserved in the Developer, its successors and assigns, the right to use the Units (including Units designated as a sales office and/or model Unit) and all recreational facilities for the marketing, sale, and advertising of all Units constructed. For so long as the Developer owns an interest with the intention to sell Units, the Association and the Association's management company is prohibited from restricting access to the Property by agents or sales prospects, including without limitation, any decision to close the limited access gate during daylight hours until all Units have been conveyed to Unit Owners. This reservation is made notwithstanding the use restrictions set forth in paragraph 12, and such reservation is intended insofar as the Developer, its successors and assigns, to be superior to such use restriction in paragraph 12. Such reservation shall continue for so long as the Developer, its successors and assigns, shall own Units held for sale to the public.

4.6 Easement through Interior Walls, Ceilings and Under Units. The Association and adjoining Unit Owners shall have easements in and through all interior walls through the area between the ceiling and the roof and under the Units as necessary for the installation, maintenance and repair of pipes, wires and other conduits within said walls, ceilings or under the Units as required to provide utilities services to Units in the Condominium. Any damage to a Unit in gaining access to any such conduit shall be repaired by the person or entity responsible for repairing the conduit in question.

4.7 Permits, Licenses and Easements over Common Elements. In addition to the rights of the Developer, the Association shall have the right to grant permits, licenses and easements over the Common Elements for the installation, moving, and terminating of easements for utilities, roads and other purposes necessary for the operation of the Condominium.

4.8 Easements for Benefit of Subsequent Phase Land. The Developer hereby reserves for itself, its successors and assigns, and grants to all Owners and occupants of all or any part of the Subsequent Phase Land (and the owner of the

adjacent land which is not a part of the Condominium), regardless of whether same is added to this Condominium, and their family members, guests, tenants, servants, agents, licensees, invitees and any property owners' association formed to operate and maintain the Subsequent Phase Land if it is not made a part of this Condominium, a perpetual non-exclusive ingress, egress and access easement over and across the driveways and roadways located in the Condominium, the roadway which forms a part of the Association Property and ingress, egress, use and enjoyment of any recreational improvements on the Association Property. The foregoing easement may be utilized for all proper and normal purposes including, but not limited to, ingress and egress, the furnishing of any and all services and facilities and the movement of construction materials and equipment in connection with the construction of any improvements on the Subsequent Phase Land. The easements granted by this paragraph are covenants running with the land as to both the Condominium and the Subsequent Phase Land.

The Developer further reserves for itself, its successors, nominees and assigns, a perpetual nonexclusive easement for the installation, maintenance, operation and connection of utilities and for stormwater drainage over and across the Condominium Property, including any Subsequent Phase Land, and an easement for ingress, egress, use and enjoyment of the Association Property, for the benefit of itself, the owner of the Subsequent Phase Land and the adjacent land, their successors and assigns. The Developer further reserves the right to terminate the rights created by this paragraph, which termination shall not require the consent of any person(s) and shall automatically be exercised at such time as Developer records a Notice of Termination regarding the rights created by this paragraph among the public records of the County. As of the date hereof, Developer is the fee simple owner of all of the Condominium. However, it is Developer's intent that the rights created by this paragraph not merge with Developer's fee simple interest in the Condominium; instead, Developer, as well as any person or persons hereafter possessing any right, title and interest in the Subsequent Phase Land or adjacent land, shall be entitled to exercise the rights created by this paragraph, until such rights are terminated by Developer as provided above.

5. UNIT BOUNDARIES.

Each Unit shall include that part of the structure containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

5.1 The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

- (a) Upper Boundaries - The lowest surface of the unfinished ceilings of the Unit.

(b) Lower Boundaries - The lowest surface of the unfinished floors of the Unit.

5.2 The perimetrical boundaries of the Unit shall be the vertical planes established by the unfinished interior of the walls, doors and windows bounding the Unit extending to the intersections with each other and with the upper and lower boundaries; and where there is attached to the Unit a patio or balcony and so designated on the Plat, it shall not be considered a part of the Unit to which it is attached and shall be considered a Limited Common Element for the exclusive use of the Unit to which it is attached.

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

5.4 Each Unit shall be identified by the use of a letter, number, or any combination thereof, all of which are graphically described in Exhibit "A" attached hereto and made a part hereof.

6. APPURTENANCES TO UNITS.

6.1 Appurtenances. There shall pass with each Unit as appurtenances thereto the following:

(a) The Owner of each Unit shall own an undivided share and interest in the Condominium Property, which shall include an undivided share in the Common Elements and Common Surplus, the exclusive right to use the portion of the Common Elements as provided herein, the easements herein provided, and the right of exclusive use of his Unit subject to the rights of the Association, which share and interest shall be appurtenant to the Unit, said undivided interest in the Condominium Property and the Common Elements and Common Surplus being as designated and set forth in Exhibit "B" attached hereto and made a part hereof.

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

(c) Membership of the Unit Owner in the Association, and the right to use the Association Property and to access the Association Property, subject to the rules and regulations as adopted from time to time by the Association.

(d) A perpetual, non-exclusive easement for ingress and egress by the Owners, their families, guests, tenants, servants, agents, invitees and lessees over streets, walks, and other rights-of-way, including the Association Property, serving the Units of the Condominium, necessary to provide reasonable access to the public ways and for unassigned parking of permitted vehicles within the designated parking areas.

(e) An exclusive easement for the use of such Limited Common Elements as may be designated in this Declaration or in the deed conveying the Unit.

6.2 Limited Common Elements. Each Unit shall have an exclusive use right for Limited Common Elements as follows:

(a) Covered Patios and/or Balconies. The patios and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.

(b) Air Conditioning and Heating Units. That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

7. MAINTENANCE, ALTERATION AND IMPROVEMENT.

Responsibility for the maintenance of the Condominium Property, and restrictions upon its alteration and improvement shall be as follows:

7.1 Units:

(a) By The Association. The Association shall maintain, repair and replace at the Association's expense:

(1) All Common Elements and Limited Common Elements, except as provided in paragraph 7.1(b)(1).

(2) All portions of a Unit contributing to the support of the building, except interior surfaces, which portions shall include but not be limited to load-bearing columns, load-bearing walls and roofs.

(3) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services contained in the Unit.

(4) All incidental damage caused to a Unit by reason of maintenance, repair and replacement accomplished pursuant to the provisions of 7.1(a)(1), (2) and (3) above.

(5) The Association shall periodically clean the exterior windows and repair any leaks which are not accessible to the Unit Owner.

(b) By The Unit Owner. The responsibility of the Unit Owner for maintenance, repair and replacement shall be as follows:

(1) To maintain, repair and replace at the Unit Owner's expense all portions of the Unit, including, but not limited to, the water heater, air handlers and the air conditioning and heating unit which services the Unit Owner's Unit, including, but not limited to, that portion of the air conditioning and heating unit which is designated as a Limited Common Element. Included within the responsibility of the Unit Owner shall be all windows, screens and doors opening into or onto the Unit, sliding glass doors opening into or onto the Unit, carpeting, electrical fixtures and appliances in the Units, non-supporting walls and partitions, all contents of the Units and built-in cabinets in the Units and all exterior lighting attached to the Unit, including without limitation replacing light bulbs located on the front entrance and back entrance of the Unit. All such maintenance, repair and replacement shall be done without disturbing the rights of other Unit Owners and shall be of a design, quality specification and decor consistent with the Condominium Property.

(2) A Unit Owner shall not modify, alter, or otherwise decorate or change the appearance, decor or demeanor of any portion of the Condominium Property, windows, doors, or screens, nor shall any Unit Owner attach any thing or fixture to the Condominium Property or exterior of the Unit without the prior approval, of the owners of record of seventy-five percent (75%) of the Units, and the prior approval of seventy-five percent (75%) of the Board of Directors of the Association.

(3) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

(4) In the event a Unit Owner shall be permitted to enclose the patio or balcony attached to his Unit in a manner approved by the Association, then, notwithstanding that the patio or balcony is considered a Limited Common Element, the Unit Owner shall nevertheless be responsible for the cost, repair, maintenance and replacement of any enclosure on the patio or balcony and also the costs incurred should the Association be required to repair the patio or

balcony or any of its structure and, in the process of such repair, such enclosure or additions installed by the Unit Owner are destroyed or harmed.

7.2 Association Property. The Association shall maintain and repair at the Association's expense all Association Property and improvements thereto.

7.3 Alteration and Improvement. After the completion of the improvements included in the Condominium Property which are contemplated in this Declaration, there shall be no material alteration or substantial additions to the Common Elements without the prior approval of seventy-five percent (75%) of the total voting interests of the Association. The cost of such material alteration or improvement shall be a Common Expense and so assessed. Any such material alteration or improvement shall not interfere with the rights of any Unit Owner respecting the use of his Unit without his consent.

7.4 Hurricane Shutters; Balcony Enclosure. The Board of Directors may, from time to time, establish hurricane shutter or laminated glass or window film specifications which comply with the applicable building code and which establish permitted colors/tints, styles and materials for hurricane shutters or such laminated glass or indoor window film. Subject to the provisions hereof, the Association shall approve the installation or replacement of hurricane shutters or laminated glass and/or window film as applicable, conforming with the Board's specifications. The Board may, with the approval of the majority voting interests of the Condominium, install hurricane shutters or laminated glass or other indoor window film and may (without regard to approval of the membership) maintain, repair or replace such approved shutters or glass whether on or within Common Elements, Limited Common Elements, Units or Association Property; provided, however, that if laminated glass and/or window film in accordance with all applicable building codes and standards, architecturally designed to serve as hurricane protection is installed, the Board will not install hurricane shutters in accordance with this provision. If shutters are permitted, all shutters shall remain open unless and until a storm or a storm warning is announced by the National Weather Center or other recognized weather forecaster. A Unit Owner or occupant who plans to be absent during all or any portion of the hurricane season must prepare a Unit prior to departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage and furnishing the Association with the names of such firm or individual.

8. ASSESSMENTS AND COMMON EXPENSES.

8.1 Common Expenses. The Association, through its Board of Directors, shall have the power to determine and fix the sums necessary to provide for the Common Expenses, including the expense allocable to services being rendered by a

management company with whom the Association may contract. The Annual Assessment for each Unit shall commence when such Unit is made subject to the terms and conditions of this Declaration and shall initially be payable monthly in advance; however, the Board of Directors shall have the power to establish other collection procedures. In addition, the Association shall have the power to levy Special Assessments against Units in their respective fractional shares for the following purposes: (i) if a deficit should develop in the payment of Common Expenses during any period that the level of Assessments has not been guaranteed by the Developer (see paragraph 8.6 hereof); (ii) for the costs incurred by the Association for specific purposes of a nonrecurring nature which are not capital improvements; or (iii) costs incurred by the Association for the acquisition, installation, construction or replacement of any capital improvements located or to be located within the Common Elements or Association Property. Unless waived pursuant to Section 718.112(2)(f), Florida Statutes, Condominium dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessment. In addition to the reserves which may be required to be maintained by the Association, the Board of Directors may include sums to establish reasonable reserves against future contingencies in each annual Assessment.

8.2 Liability for Assessments. A Unit Owner, regardless of the manner in which he acquired title to his Unit including, without limitation, a purchaser at a judicial sale or by deed in lieu of foreclosure, shall be liable for all Assessments while he is the Owner of a Unit. A grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for his share of the Common Expenses up to the time of the conveyance, except that the liability for prior Assessments of Institutional Mortgagees acquiring title through foreclosure or deed in lieu of foreclosure shall be limited to the lesser of: (i) the Unit's unpaid Common Expenses and regular periodic assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association, or (ii) one percent (1%) of the original mortgage debt. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements, Association Property, services or recreation facilities, or by abandonment of the Unit against which the Assessment was made. The Association may charge an administrative late fee, in addition to interest, on any late Assessment payments not to exceed the maximum amount permitted under the Condominium Act. No Institutional Mortgagee is required to collect Assessments. Failure to pay Assessments shall not be deemed a default under any mortgage, except as provided in the mortgage instrument.

Any unpaid share of Common Expenses or Assessments for which an Institutional Mortgagee is relieved from liability under the provisions of this Declaration shall be deemed to be a Common Expense, collectible from all Unit Owners, including the

acquirer of the Condominium Parcel, his successors and assigns. An Institutional Mortgagee may not, during the period of its ownership of such Parcel, whether or not such Parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership. Nothing contained herein shall abridge or limit the right or responsibilities of Institutional Mortgagees as set forth in the Condominium Act.

8.3 Assessments. The making and collection of Assessments against each Unit Owner for Common Expenses, and for reserves as may from time to time be established by the Association, shall be pursuant to the Bylaws of the Association, subject to the following provisions:

(a) Interest and Late Charge: Application of Payments. Assessments and installments on such Assessments paid on or before five (5) days after the date when due, shall not bear interest, but all sums not paid on or before five (5) days after the date when due shall bear interest at the rate of eighteen percent (18%) per annum from the date when due until paid and there shall also be assessed as an Administrative late fee of 5% of the sum due but, not to exceed \$25.00. All payments on accounts shall be first applied to interest accrued by the Association, then to any Administrative late fee, then to costs and attorney's fees, and then to the delinquent assessment payment first due.

(b) Lien for Assessments. The Association shall have a lien against each Condominium Parcel for any unpaid assessments, including interest, costs and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The said liens may be recorded among the public records of the county where located by filing a claim therein which states the description of the Condominium Parcel, the name of the record owner, the name and the address of the Association, the amount due and the due dates, and said lien shall continue in effect until all sums secured by said lien shall have been paid or one (1) year from the recording of said lien, whichever shall first occur, unless within the one (1) year period an action to enforce the lien is commenced in a court of competent jurisdiction. Such claims of lien shall be executed and acknowledged by an officer of the Association, or by an authorized agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien.

8.4 Collection. Assessments shall be due and payable upon conveyance of the first Unit from the Developer to its purchaser. The Association shall have the power and authority to charge, assess and collect all fees, charges and assessments allowed by this Declaration, Florida law, the Articles or Bylaws from Unit Owners and shall be entitled to use such remedies for collection as are allowed by this Declaration, Articles, Bylaws and the laws of the State of Florida.

8.5 Subordination of Lien. The lien for Assessments or other charges that the Association has on a Unit is subordinate to a first mortgage on the Unit, if the mortgage was recorded before the delinquent Assessment was due.

8.6 Developer's Responsibility for Assessments. The Developer guarantees that the assessment for Common Expense for each Unit of the Condominium which is owned by persons other than Developer shall not increase over the sum of \$126.11 per month beginning on the date of recording of the Declaration and continuing until the end of the first calendar year from the date of the recording of the Declaration, or upon transfer of control of the Condominium Association to Unit Owners other than Developer, whichever occurs first, whereupon such guarantee shall terminate. During that period, Developer is excused from any obligation to pay the share of Common Expenses which would have been assessed against Units owned by Developer during such guarantee period. Provided however, the Developer shall pay any amount of Common Expenses which are not produced by the Assessments paid by the Unit Owners, other than the Developer, at the guaranteed amount. Developer reserves the right, but not the obligation, to extend the period of its guaranty for two (2) additional years.

The Developer will vote not to levy or fund reserves for one year from the date of closing on the first Unit or when the Developer no longer controls the Board of Directors, whichever, first occurs. The Developer shall reserve the right to vote to waive the reserves for a second year pursuant to the provisions of Section 718.112(2)(f) of the Condominium Act. Thereafter, the non-Developer Unit Owners may determine, by a majority vote, whether to fully or partially fund the reserves.

9. ASSOCIATION.

The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions:

9.1 Membership and Voting Right in Association. Membership of each Unit Owner in the Association is mandatory and shall be acquired pursuant to the provisions of the Articles of Incorporation and Bylaws of the Association. The interest of each Unit Owner in the funds and assets held by the Association shall be in the same proportion as the liability of each such Owner for Common Expenses. Each Unit shall be entitled to one vote in the Association.

9.2 Articles of Incorporation. A copy of the Articles of Incorporation of the Association, which sets forth its powers and duties, is attached as Exhibit "C" and made a part hereof.

9.3 Bylaws. A copy of the Bylaws of the Association is attached as Exhibit "D" and made a part hereof.

9.4 Restraint Upon Assignment of Shares and Assets. The Unit Owner's share in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

9.5 Association Name. The Association shall be named as provided in paragraph 2.2 herein and shall be a corporation not-for-profit.

9.6 Purchase or Lease of Properties. The Association shall have the power and authority to purchase real estate, leaseholds or possessory interest therein, including memberships pursuant to Sections 718.111 and 718.114, Florida Statutes.

9.7 Association's Access to Units. The Association and its authorized agents shall have the right to enter the Condominium Units and Limited Common Elements at reasonable times for the purposes making repairs or otherwise maintaining the Condominium Property other than the Units, or to abate emergency situations which threaten damage to the Condominium Property other than the Unit entered. Each Unit Owner shall be required to keep on file with the Association, a key or keys that will allow access to the Unit in the event of emergency. Said keys shall be accessible only by designated individuals in an emergency situation.

9.8 Right of Action. The Association and any aggrieved Unit Owner has the right of action against Unit Owners who fail to comply with the provisions of the Condominium's documents or the decisions made by the Association.

10. INSURANCE.

The insurance that shall be carried upon the Condominium Property shall be governed by the following provisions:

10.1 Authority to Purchase; Named Insured. All insurance policies upon the Condominium Property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their Institutional Mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the Institutional mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association or the insurance trustee designated below, and all policies and their endorsements shall be deposited with the Association or the insurance trustee as set forth herein.

10.2 Personal Property of Unit Owner. Unit Owners should obtain coverage at their own expense upon their personal property and improvements within their Unit not covered by the Association and for their personal liability and living expenses and such insurance shall not be the responsibility of the Association.

10.3 Coverage.

(a) Casualty. All buildings and improvements upon the Condominium Property and Association Property shall be insured in an amount equal to the insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements and Association Property shall be insured for its value, all as shall be determined annually by the Board of Directors of the Association. Coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to, vandalism and malicious mischief.

(3) Hazard policies issued to protect Condominium Buildings shall provide that the word "building," wherever used in the policy, shall include, but shall not necessarily be limited to, fixtures, installations or additions comprising that part of the building within the unfurnished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed or replacements thereof, of like kind and quality, in accordance with the original plans and specifications or as existed at the time the Unit was initially conveyed if the original plans and specifications are not available. However, the word "building" shall not include Unit floor coverings, wall coverings or ceiling coverings, and shall not include electrical fixtures, appliances, air conditioning and heating equipment, water heaters or built-in cabinets required to be replaced or repaired by the Unit Owner. With respect to the coverage provided by this paragraph, the Unit Owner shall be considered as an additional insured under the policy.

(b) Public Liability. Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired vehicles, owned, and non-owned vehicle coverage, and with cross liability endorsements to cover liabilities of the Unit Owner as a group to a Unit Owner.

(c) Worker's Compensation. Worker's Compensation insurance to meet the requirements of law.

- (d) Flood Insurance. Flood Insurance, where required by federal or other regulatory authority.
- (e) Liability Insurance. Liability Insurance for its officers and directors or persons who are in control or disburse funds of the Association.
- (f) Other. Such other insurance that Board of Directors of the Association shall determine from time to time to be desirable.

10.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

10.5 Insurance Trustee; Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their Institutional Mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association or a named insurance trustee (hereinafter referred to as the Insurance Trustee), as Trustee or to such Trustee in Florida with Trust Powers as may be designated as Insurance Trustee from time to time by the Board of Directors of the Association when required by this Declaration. The Insurance Trustee shall not be liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes stated herein for the benefit of the Unit Owners and their Institutional Mortgagees in the following shares, provided, however, such shares need not be set forth on the records of the Insurance Trustee.

(a) Proceeds on Account of Damage to Common Elements and Limited Common Elements. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements and Limited Common Elements appurtenant to the Unit as set forth on Exhibit "B" attached hereto.

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

- (1) When the Building is to be Restored. For the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, said cost to be determined by the Association.
- (2) When the Building is Not to be Restored. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(c) Institutional Mortgagees. In the event a mortgagee endorsement has been issued to a Unit, the share of the Unit Owner shall be held in trust for the Institutional Mortgagee and the Unit Owner as their interest may appear; provided, however, that no Institutional Mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no Institutional Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and Institutional Mortgagee pursuant to the provisions of this Declaration.

(d) Insurance Trustee. An Insurance Trustee need not be appointed until there exists a major damage as defined in paragraph 11.1(b) and 11.6(b)(2) or until there shall have been a request by an Institutional Mortgagee for such appointment.

10.6 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

(a) All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.

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

(c) If it is determined in the manner provided herein that the damage for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Owners, remittances to Unit Owners and their Institutional Mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the Institutional Mortgagee of a Unit.

(d) In making distribution to Unit Owners and their Institutional Mortgagees, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their respective shares of the distribution.

10.7 Association as Agent. The Association is hereby irrevocably appointed Agent for each Unit Owner and for each Owner of any other interest in the Condominium

Property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

11. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

11.1 Determination to Reconstruct or Repair. If any part of the Condominium Property shall be damaged or taken by casualty or by condemnation or deed in lieu thereof, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Elements and Limited Common Elements. If the damaged or taken improvement is a Common Element and/or Limited Common Element, then the damaged or taken property shall be reconstructed or repaired, unless it is determined that the Condominium shall be terminated.

(b) Major Damage. If the damaged or taken improvement is a building, and if Units to which sixty percent (60%) of the Common Elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged or taken property will not be reconstructed or repaired, and the Condominium will be terminated without agreement, unless within one hundred sixty (160) days after the casualty, the Owners of eighty percent (80%) of the Common Elements agree in writing to such reconstruction or repair.

(c) Certificate. The Insurance Trustee may rely upon a Certificate of the Association made by its President and attested by its Secretary as to whether or not the damaged or taken property is to be reconstructed or repaired.

11.2 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building, or in lieu thereof, according to the plans and specifications approved by the Board of Directors of the Association, and if the damaged or taken property is in a building and reconstruction is not substantially in accordance with the original plans and specifications, then, approval by the Owners of not less than eighty percent (80%) of the Common Elements, including the Owners of all damaged Units, together with the approval of the Institutional Mortgagees holding first mortgages upon all damaged or taken Units, shall be required, which approval shall not be unreasonably withheld.

11.3 Responsibility. If the damage or taking is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Owner shall be responsible for reconstruction and repair after casualty or taking. In all other instances, the responsibility of reconstruction and repair after casualty or taking shall be that of the Association. Each Owner hereby appoints the Association to be attorney-in-fact in any negotiating settlements or agreements.

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

11.5 Assessments. If it is determined that reconstruction and repair should occur and if the proceeds of insurance or condemnation are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against all Unit Owners in the case of damage or taking of Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage or taking of Common Elements shall be in proportion to the Unit Owner's obligation for Common Expenses.

11.6 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty or taking shall be paid to the Association or Insurance Trustee for the benefit of the Owners or the Institutional Mortgagees. They shall consist of proceeds of insurance held by the Association or the Insurance Trustee and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total of assessments made by the Association in order to provide funds for the payment of reconstruction and repair that is the responsibility of the Association is more than \$500,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such Assessments and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance or condemnation collected on account of casualty or taking, and the sums deposited with the Insurance Trustee by the Association from collections of Assessments against Unit Owners on account of such casualty or taking shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$500,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association, provided, however, that upon request by an Institutional Mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund

shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$500,000.00, then the construction fund shall be disbursed in payment of such costs pursuant to the approval of an architect selected by the Board of Directors.

(3) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid to the Owner, or if there is a mortgagee endorsement as to the Unit, then to the Owner thereof and the Institutional Mortgagee jointly, who may use such proceeds as they may agree.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Owners of the fund; except, however, that only those portions of a distribution to the beneficial Owners in excess of assessments paid by a Unit Owner to the construction fund shall be made payable to any Institutional Mortgagee.

(5) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether sums paid by the Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when an Institutional Mortgagee is required in this instrument to be named payee, the Insurance Trustee shall also name the Institutional Mortgagee as a payee of any distribution of insurance proceeds to a Unit Owner; and further, provided, that when the Association, or an Institutional Mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires the approval of an architect named by the Association shall

be first obtained by the Association prior to the disbursements in payment of costs of reconstruction and repair.

12. USE RESTRICTIONS.

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists upon the land:

12.1 Units. This is a residential Condominium, and therefore, each of the Units shall be occupied only as a single family residential private dwelling by no more than six (6) persons at any one time. No Unit may be divided or subdivided into a smaller Unit. Home-based occupations that meet all applicable zoning requirements may be operated out of the Units, provided, that: (i) there are no employees working within the Units, (ii) no signage and (iii) such use meets all other municipal code requirements.

12.2 Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

12.3 Nuisances. No nuisance shall be allowed upon the Condominium Property or within a Unit, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the costs of insurance upon the Condominium Property.

12.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or a Unit, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property or a Unit shall be the same as the responsibility for the maintenance and repair of the property concerned.

12.5 Leasing of Units. Entire Units may be rented provided the occupancy is only by the lessee, his family and guests. No rooms may be rented and no transient tenants shall be accommodated in any Unit. The lease of any Unit shall not release or discharge the Owner from compliance with any of his obligations and duties as a Unit Owner. No lease shall be for a period of less than one (1) month. Any such lease shall be in writing and provide that all of the provisions of this Declaration, and Bylaws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit

to the same extent as against a Unit Owner, and a covenant shall exist upon the part of each such tenant or occupant to abide by the Rules and Regulations of the Association, the terms and provisions of the Declaration of Condominium and Bylaws, and designating the Association as the Unit Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenants, which covenant shall be an essential element of any such lease or tenancy agreement.

12.6 Signs. No signs shall be displayed from a Unit or from the Condominium Property except those signs as shall have advance written approval by the Association except that the Developer shall be entitled to install such marketing signs as are necessary and convenient during the period of time the Developer is marketing the Units.

12.7 Prohibited Vehicles. No commercial trucks or vans or other commercial vehicles shall be parked in any parking space except with the written consent of the Board of Directors of the Association, except such temporary parking spaces provided for such purpose as may be necessary to effectuate deliveries to the Condominium, the Association, Unit Owners, or residents. It is acknowledged that there are pickup trucks and vans that are not used for commercial purposes, but are family vehicles. It is not intended that such noncommercial, family vehicles be prohibited. A commercial vehicle is one with lettering or display on it, has equipment affixed to it, or is used in a trade or business. No campers, recreational vehicles, boats or boat trailers may be parked on the Condominium Property. Motorcycles may be parked on the Condominium Property only with the written consent of the Board of Directors of the Association.

12.8 Children. Children shall be allowed.

12.9 Alteration of Exterior Appearance. No reflective film or other type of window treatment shall be placed or installed on the inside or the outside of any Unit without the prior written consent of the Board of Directors. All such window treatments, if approved, shall have an exterior appearance of white or off white. Any alterations, decorations, repairs or replacements which have an effect on the exterior appearance must be first approved by the Board of Directors.

12.10 Use of Property. No articles shall be hung or shaken from the doors, windows, or balconies, no articles shall be placed upon the outside window sills or outside of balcony railings of the Units. Balconies are not to be used for storage.

12.11 Grills and Charcoal broilers, etc. Charcoal broilers or small open flame burners or grills (electric or charcoal) are not permitted to be used on balconies, lanai areas or in any of the Common Elements.

12.12 Storage. All storage must be kept inside the Unit. Fire regulations prohibit the storage of gasoline, paint, or any combustible items presenting a fire hazard. Common Elements cannot be used for storage purposes.

12.13 Pets. Unit Owners are granted a license to maintain not more than a total of two (2) pets, which must be either dogs or cats. This license may be revoked by the Board and no pet will be permitted on the Condominium Property which creates a nuisance. Further, pets such as birds or fish which are kept wholly within the Unit may be maintained, provided that if any such pets become a nuisance, the Board shall have the right to require their removal. The Board of Directors is authorized from time to time to make such rules restricting or permitting pets on the Condominium Property, including, without limitation, the size or weight of such pets, requirements that all animals be leashed and that all animal waste be properly disposed of. Neither the Board, Developer, nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing in rules and regulations governing pets and any Unit Owner maintaining a pet on the Condominium Property or Association Property shall indemnify and hold the Association, Developer, each Unit Owner and the Board harmless from any loss, claim or damage arising from or in connection with the maintenance of a pet on the Condominium Property.

12.14 Refuse. All refuse shall be disposed of with care and in containers intended for such purpose. All trash must be contained in plastic trash bags and secured and placed in trash containers. Trash bags are to be placed in the proper location for pick-up on designated pick up days.

12.15 Satellite Dishes. Satellite dishes or similar equipment for the reception of television signals, shall be permitted, if located within the Unit's patio or balcony and if the location and screening are approved by the Association, in accordance with federal law.

12.16 Exterior Lighting. Unit Owners shall be responsible for maintaining, replacing and repairing all exterior lighting attached to the Unit, including without limitation, replacing light bulbs located on the front entrance and back entrance of each Unit.

12.17 Proviso. Until the Developer has completed all of the contemplated improvements and closed the sale of all of the Units of the Condominium, neither the Unit Owners nor the Association, nor the use of the Condominium Property shall interfere with the completion of the contemplated improvements and the sale of the Units. Developer may make such use of the unsold Units, and Common Elements, as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property, and the display of signs.

In addition to these specific rules and regulations, the Board of Directors may establish reasonable rules and regulations on its own motion and vote which will govern the use, maintenance, and operation of the Common Elements. Such rules and regulations shall be reasonable and shall be consistent with the maintenance of a high standard and quality use and maintenance of the Common Elements. Such rules and regulations made by the Board of Directors may, in addition to new rules and regulations, clarify these existing rules and regulations.

13. STORMWATER MANAGEMENT SYSTEM.

13.1 Blanket Easement. The plan for the development of the Condominium includes the construction of a Stormwater Management System, which may include, without limitation, retention lakes, swales, conduits, weirs, pipes, pumps, and berms across the Condominium Property and the Association Property. Developer hereby reserves for itself, its successors and assigns, and grants to the Association and its designees, a perpetual, nonexclusive easement over and across all areas of the Stormwater Management System for the drainage of stormwater from the Condominium and any adjacent land and for access to operate, maintain and repair the Stormwater Management System.

13.2 Maintenance. The Association shall operate, maintain, and repair the Stormwater Management System as required by the District permit. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify any berms on the Condominium Property or Association Property, providing maintenance and erosion control to the embankments of such retention areas or take any other action reasonably necessary, following which Developer or the Association shall restore the affected property to its original condition as nearly as practicable.

Such maintenance shall include the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance, or other surface water or stormwater management capabilities in accordance with all the permits, statutes, rules, and regulations pertaining to stormwater management, drainage, and water quality promulgated by the District, Florida Department of Environmental Protection, and all other local, state and federal authorities having jurisdiction. The Association shall maintain and control the water level and quality of the Stormwater Management System; the bottoms of any retention lakes or drainage easements which retain or hold stormwater on a regular basis. The Association shall have the power, as may be required by any applicable governmental entity, to control and eradicate plants, fowl, reptiles, animals, fish, and fungi in and on any portion of the retention lakes or drainage easements. The Association shall maintain all shoreline vegetation and the grade and contour of all embankments to the water's edge (as it may rise and fall from time to time) irrespective of ownership of such land, keep the grass, plantings, and other lateral support of the embankments in a clean and safe manner and to prevent erosion and

shall remove trash and debris as it may accumulate in the System, from time to time. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the District.

Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified as approved by the District. In order to provide adequate assurance that the Stormwater Management System will adequately function, the following maintenance procedures are established for the permanent maintenance staff:

- (a) Inspect all inlets and control structures for vandalism, deterioration or accumulation of sand and debris. Remove debris and repair as necessary.
- (b) Inspect and remove any debris in control structures, or blockage of orifice system, if so equipped.
- (c) Inspect and/or repair skimmer boards around control structures as necessary.

The right granted herein may be exercised at the sole option of Developer or the Association and shall not be construed to obligate Developer or the Association to take any affirmative action in connection therewith.

13.3 Use and Access. Developer and the Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the stormwater of any portion of the Stormwater Management System, and shall have the right to deny such use to any person who, in the opinion of Developer or the Association, may create or participate in a disturbance or nuisance on any part of the Stormwater Management System. The use of such stormwater by the Owners shall be subject to and limited by the rules and regulations of Developer and the Association, all permits issued by governmental authorities, and any rights granted to other persons pursuant to the rules and regulations of Developer and the Association. Only Developer and the Association shall have the right to pump or otherwise remove any water from any part of the Stormwater Management System for purposes of irrigation or any other use. No gas or diesel driven watercraft shall be operated on any portion of the Stormwater Management System, including the retention lakes. No person shall alter the drainage flow of the Stormwater Management System, including buffer areas or swales, without the prior written approval of the District.

13.4 LIABILITY. NEITHER DEVELOPER NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM.

EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DEVELOPER AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

NEITHER DEVELOPER, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES CONTAINED WITHIN OR ADJACENT TO THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY THEIR ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT WITHIN THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR BOTTOMS.

13.5 Wetlands and Jurisdictional Lands. This Declaration is subject to the rights of the State of Florida over portion of the Condominium or Association Property which may be considered wetlands, marshes, sovereignty or jurisdictional lands, and every Owner and the Association shall obtain any permit necessary prior to undertaking any dredging, filling, mowing, improving, landscaping, or removal of plant life existing on the Condominium or Association Property.

13.6 Rights of the District. Notwithstanding any other provisions contained elsewhere in this Declaration, the District shall have the rights and powers enumerated in this paragraph. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the District. No person shall alter the drainage flow of the Stormwater Management System, including any buffer areas, swales, treatment berms or swales, without the prior written approval of the District. Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Association Property, must have prior written approval of the District. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System must be assigned to and accepted by an entity approved by the District.

13.7 Indemnity. Developer may be required to assume certain duties and liabilities for the maintenance of the Stormwater Management System or drainage system within the Property under the permits, or certain agreements with governmental agencies. The Association further agrees that subsequent to the recording of this Declaration, it shall hold Developer harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the Stormwater Management System occasioned in whole or in part by any action, omission of the Association or its agents, contractor, employees, servants, or licensees but not excluding any liability occasioned wholly or in part by the acts of the Developer, its successors or assigns. Upon completion of construction of the Stormwater Management System or drainage system Developer shall assign all its rights, obligations and duties thereunder to the Association. The Association shall assume all such rights, duties and liabilities and shall indemnify and hold Developer harmless therefrom.

14. COMPLIANCE AND DEFAULT.

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and Bylaws and the Rules and Regulations adopted pursuant to those documents, as they may be amended from time to time. Failure of a Unit Owner to comply with such documents and regulations shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act:

14.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence 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. There shall be no absolute liability imposed on such Owner.

14.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of the Déclaration, Articles of Incorporation of the Association, the Bylaws, or the Rules and Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, and recover such reasonable attorneys' fees as may be awarded by any Court, before, at trial or appellate levels and administrative hearings, in bankruptcy or in post-judgment collection.

14.3 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

15. AMENDMENTS.

Except as provided herein, this Declaration of Condominium and the Articles and Bylaws of the Association, may be amended in the following manner:

15.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

15.2 Resolution – Notice. A resolution for the adoption of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

15.3 Resolution – Vesting. A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the Unit Owners of the Association. Unit Owners may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than twenty percent (20%) of the Unit Owners. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the Unit Owners to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and Unit Owners not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary at or prior to the meeting. Except as provided herein, such approvals must be by not less

than sixty-seven percent (67%) of the votes of the entire Unit Owners of the Association.

15.4 Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units, unless the Unit Owners so affected shall consent; and no amendment shall change any Unit nor the share in the Common Elements appurtenant to it nor increase the Owner's share of the Common Expenses, unless the record Owner of the Unit concerned and all Institutional Mortgagees on such Unit shall join in the execution of the amendment. Any vote to amend the Declaration of Condominium relating to a change in the fractional share of ownership in the Common Elements or sharing of the Common Expense shall be conducted by secret ballot. Neither shall an amendment make any change in the paragraph entitled "Insurance" nor in the paragraph entitled "Reconstruction or Repair After Casualty" unless the Institutional Mortgagees of any Condominium Property shall join in the execution of such amendment. Nor shall any amendment make any change which would in any way affect any of the rights, privileges, powers and/or options herein provided in favor of or reserved to the Developer, or any person who is an officer, stockholder or director of the Developer, or any corporation having some or all of its directors, officers or stockholders in common with the Developer, unless the Developer or any limited partner or general partner shall join in the execution of such amendment.

15.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the certificate shall be executed by the President of the Association and attested by the Secretary with the formalities of a deed, and shall be effective upon recordation thereof in the Public Records of the County and State in which the land is situate.

15.6 Amendments to Add a Subsequent Phase. Developer may execute and record an amendment to this Declaration subjecting a Subsequent Phase to the Declaration without the further consent of any Owner, the Association, or any Institutional Mortgagee.

15.7 Stormwater Management System. Any amendment of this Declaration which alters or affects the Stormwater Management System, including the water management portions of the Association Property, beyond maintenance in its original condition, must have the prior written approval of the District.

15.8 Scrivener's errors. Prior to the transfer of control of the Association, Developer may amend this Declaration and any exhibits thereto in order to correct a scrivener's error or other defect or omission without the consent of the Owners or the Board of Directors, provided that such amendment does not materially and adversely affect the right of Unit Owners, lienors or mortgagees. This amendment shall be signed by Developer only and need not be approved by the Association, Unit Owners, lienors or mortgagees, whether or not elsewhere required for amendment,

and a copy of the amendment shall be furnished to each Unit Owner, the Association and all listed Institutional Mortgagees as soon after recordation thereof among the Public Records of the County and State in which the land is situate as is practicable. After the transfer of control of the Association, amendments for the correction of scrivener's errors or other nonmaterial changes may be made by the affirmative vote of two-thirds (2/3) of the Board of Directors and without the consent of the Unit Owners or the Institutional Mortgagees.

16. TERMINATION.

The Condominium may be terminated in the following manners, in addition to the manner provided by the Condominium Act:

16.1 Destruction. If it is determined as provided herein that all the Buildings shall not be reconstructed because of major damage or taking by condemnation or deed in lieu thereof, the Condominium plan of ownership shall be terminated by the agreement of Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association and by eligible Institutional Mortgagees who represent at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Institutional Mortgagees. "Eligible Institutional Mortgagee" shall mean those who hold a first mortgage on a Unit and who have requested notice, in writing, stating their name, address and the unit number of the mortgaged Unit.

16.2 Agreement. The Condominium may be terminated at any time by the approval in writing of seventy-five percent (75%) of record Owners of Units and Eligible Institutional Mortgagees. The Board shall notify the Division of Florida Land Sales, Condominiums and Mobile Homes (the "Division") before taking any action to terminate the Condominium. Notice of a meeting at which the proposed termination is to be considered shall be given not less than thirty (30) days prior to the date of such meeting. Provided that the approval of Owners of not less than seventy-five percent (75%) of the Common Elements, and the approval of seventy-five percent (75%) record Owners of liens upon the Units, are obtained at the meeting or within thirty (30) days thereafter, then the approving Owners shall have an option to buy all of the Units of the Owners not approving of termination, said option to continue for a period of sixty (60) days from the date of such meeting. Approval by a Unit Owner of a Unit, or of a lien encumbering a Unit, shall be irrevocable until expiration of the above recited option to purchase the Unit of Owners not so approving, and if the option to purchase such Unit is exercised, then such approval shall be irrevocable. The Option to purchase the Units not approving of termination shall be exercised upon the following terms:

- (a) Exercise of option. The option shall be exercised by delivery or mailing by registered mail to each of the record Owners of the Units to be purchased an agreement to purchase signed by the record Owners of Units who will participate in the purchase. Such agreement shall indicate which Units will

be purchased by each participating Owner and shall require the purchase of all Units owned by Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association by appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. In any such action for specific performance the prevailing party shall also be entitled to his reasonable attorneys' fees and costs incurred in connection therewith.

(c) Payment. The purchase price shall be paid in cash, provided, in the event there shall be a pre-existing first mortgage on the Unit, then the purchaser shall have the option of assuming the remaining principal obligation thereof, and that portion of the purchase price which is in excess of such mortgage shall be payable in cash at closing.

(d) Closing. The sale shall be closed within thirty (30) days following determination of the sale price.

16.3 Certificate. Termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying to the facts effecting the termination, said certificate to become effective upon being recorded in the Public Records of the County and State in which the land is situate. Upon recordation of the instrument evidencing consent of all of the Unit Owners to terminate the Condominium, the Association within 30 business days shall notify the Division of the termination and the date the document was recorded, the county where the document was recorded, and the book and page number of the public records where the document was recorded, and shall provide the Division a copy of the recorded termination notice certified by the clerk.

16.4 Shares of Owners after Termination. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to the termination.

17. SEVERABILITY.

The invalidity in whole or in part of any covenant or restriction, or any paragraph, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association shall not affect the validity of the remaining portions.

18. RULE AGAINST PERPETUITIES.

The rule against perpetuities shall not defeat a right given any person or entity by the Declaration of Condominium for the purpose of allowing Unit Owners to retain reasonable control over the use, occupancy and transfer of Units.

19. JOINDER AND CONSENTS.

A person who joins in or consents to the execution of this Declaration of Condominium subjects his interest in the Condominium Property to the provisions of the Declaration.

20. ENFORCEABILITY.

All provisions of this Declaration of Condominium are enforceable equitable servitudes, run with the land and are effective until the Condominium is terminated. the terms and conditions of this Declaration may be enforced by the Developer, the Association, and any Owner.

21. PARTITION.

The undivided share and the Common Elements which is appurtenant to a Unit shall not be separated from it and shall pass with the title to the Unit, whether or not separately described; the share and the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Units; shares and the Common Elements appurtenant to Units are undivided, and no action for Partition of the Common Elements shall lie.

22. LIMITATION OF LIABILITY.

22.1 Unit Owner Liability. The liability of each Unit Owner for Common Expenses shall be limited to the amounts assessed against him from time to time in accordance with the Condominium Act, this Declaration, the Articles and the Bylaws.

A Unit Owner may be personally liable for any damages caused by the Association in connection with the use of the Common Elements, but only to the

extent of his or her pro rata share of that liability in the same fractional share as his interest in the Common Elements, and in no event shall said liability exceed the value of his Unit. Each Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the owner of a house or any other property owner would be liable for such an occurrence.

22.2 Association Liability. Notwithstanding anything contained in this Declaration, the Articles, Bylaws or rules and regulations of the Association or any other document governing or binding the Association ("Property Documents"), neither the Developer nor the Association will be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Property, including without limitation, residents, their families, guests, invitees, licensees, agents, servants, contractors or subcontractors, nor for any property of such persons. There is an unstaffed gate at the entrance to the Condominium Property, which is intended to limit access to the Condominium Property, subject to the Developer's rights to access the Condominium Property as set forth in Sections 4.4, 4.5 and 4.8. The gate is not intended to be a security gate or to protect an Owner's person or property from the acts of third parties.

(a) It is the express intent of the Property Documents that the various provisions of the Property Documents which are enforceable by the Association and which govern or regulate the use of Property have been written and are to be interpreted and enforced for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof.

(b) Neither the Developer nor the Association is empowered to enforce or ensure compliance with the laws of the United States, the State of Florida or the County or any other jurisdiction or to prevent tortious activities by Owners or third parties.

(c) The provisions of the Property Documents setting forth the uses of Associations which relate to health, safety or welfare will be interpreted and applied only as limitations on the uses of such funds and not as creating a duty of the Association or the Developer to protect or further the safety or welfare of the persons even if such funds are used for such purposes.

(d) Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for entry or damage, other than the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in the design or workmanship or other reason connected with any additions, alterations or improvements or other activities done by or

on behalf of any Unit Owners regardless of whether or not the same shall have been approved by the Association as provided hereunder. The Association shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where: (i) such insurance is not required hereby or (ii) the Association could not obtain such insurance at reasonable cost or upon reasonable terms.

22.3 Legal Action Against the Association. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners, and they shall have a right to intervene in and defend any action arising therefrom.

22.4 Owner Covenant. Each Owner, his heirs, successors and assigns, by virtue of his or her acceptance of title, and each other person or entity having an interest or lien upon, or making the use of, any portion of the Property, by virtue of accepting such interest or lien or by making use thereof, will be bound by this paragraph and will be deemed to have automatically waived any and all rights, claims, demands or causes of action against the Association or the Developer arising from or connected with any matter for which the liability of the Association or the Developer has been disclaimed in this paragraph.

23. REQUIREMENT OF FNMA, FHLMC, VA AND HUD.

Notwithstanding anything herein to the contrary set forth in this Declaration of Condominium and its attached exhibits, the following shall prevail and be binding on all Unit Owners, the Developer, and anyone having an interest in the Condominium Property where a lender holds a mortgage upon a Unit in this Condominium and is subject to the Federal Home Loan Mortgage Corp. ("FHLMC"), Federal National Mortgage Association ("FNMA"), U. S. Department of Housing and Urban Development ("HUD"), and/or Veterans Administration ("VA") regulations:

23.1 Any first Institutional Mortgagee who obtains title to a Condominium Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the Institutional Mortgagee, except as required by Florida Statute.

23.2 Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Element of the Condominium Project, unless at least fifty-one percent (51%) of the eligible mortgage holders (based on one vote for each

first mortgage owned), and by Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association (other than the sponsor, Developer, or builder) of the individual Condominium Units have given their prior written approval, Condominium Association shall not be entitled to:

- (a) By act or omission, seek to abandon or terminate the Condominium Project;
- (b) Change the pro-rata interest or obligations of any individual Condominium Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro-rata share of ownership of each Condominium Unit and the Common Elements;
- (c) Partition or subdivide any Condominium Unit, or the exclusive easement rights appertaining thereto;
- (d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements or Limited Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements for the Condominium Project shall not be deemed a transfer within the meaning of this clause);
- (e) Use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for more than the repair, replacement or construction of such Condominium Property substantially in accordance with the original plans and specifications and this Declaration;
- (f) Change the voting rights appertaining to any Unit; and
- (g) Amend any provisions of the Declaration, Articles or Bylaws which are for the express benefit of Institutional Mortgagees.

Notwithstanding the foregoing, if an Institutional Mortgagee fails to respond to any written proposal within thirty (30) days after it receives proper notice of the proposal, provided that notice was delivered by registered or certified mail with a return receipt requested, implied approval may be assumed.

23.3 All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual Condominium Units and not to the Condominium Parcel as a whole.

23.4 For so long as the Developer controls the Association, and provided that the Federal Housing Administration or Veteran's Administration has guaranty of a mortgage on a Unit, annexation of additional properties (other than Subsequent Phase amendment of this Declaration), amendment of Declaration, or dedication of the Common Elements or Association Property shall require the approval of HUD or VA.

23.5 Upon written request, the Association shall furnish the following notices to the Institutional Mortgagee of any Unit in the Condominium:

- (a) Notice of any condemnation or casualty loss that affects a material portion of the Condominium Property or the applicable Unit.
- (b) Notice of any delinquency and the payment of the Assessments or charges more than sixty (60) days past due as to the applicable Unit.
- (c) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- (d) Notice of any proposed action which would require the consent of a percentage of mortgage holders.

24. MERGER AND CONSOLIDATION.

As provided by Section 718.110(7), Florida Statutes this Condominium shall be entitled to merge or consolidate with any other condominium. The Board shall notify the Division before taking any action to merge or consolidate the Condominium. Said merger or consolidation shall allow the operation of the period though it was a single condominium for all matters, including budgets, assessments, accounting, record-keeping and similar matters. In the event of such merger or consolidation, Common Expenses for residential condominiums in such a project being operated by a single Association may be assessed against all Unit Owners in such project pursuant to the proportions or percentages established therefor in the Declarations as initially recorded or in the Bylaws as initially adopted, subject, however, to the limitations of Sections 718.116 and 718.302, Florida Statutes. Such merger or consolidation shall be complete upon compliance with Section 718.110(7), Florida Statutes.

15th IN WITNESS WHEREOF, the Developer has executed this Declaration this day of AUGUST, 2000.

Signed, sealed and delivered
in the presence of:

PULTE HOME CORPORATION,
a Michigan corporation

[Signature]
Print Name: DEBRA J. MCGREGOR

By: [Signature]
As _____

(Corporate Seal)

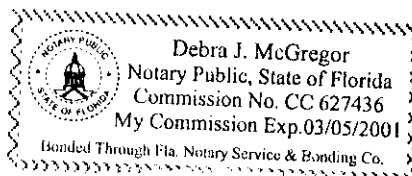
[Signature]
Print Name: Brenda M. Martin

STATE OF FLORIDA
COUNTY OF DAVAL

The foregoing instrument was acknowledged before me this 15th day of AUGUST, 2000, by ADRIAN D. MCQUEEN, authorized agent of Pulte Home Corporation, a Michigan corporation authorized to do business in Florida, on behalf of the corporation, who is known to me and who did not take an oath.

[Signature]
Notary Public, State of Florida
Print Name: DEBRA J. MCGREGOR
My Commission Expires: 3/5/01
Commission No. CC 627436

Seal)



JAX1 #530893 v5

**EXHIBIT A
TO DECLARATION OF CONDOMINIUM
THE SEASONS AT MILL COVE, A CONDOMINIUM**

The legal description of The Seasons at Mill Cove, A Condominium is as follows:

**PHASE I (BUILDING 100)
THE SEASONS AT MILL COVE, A CONDOMINIUM**

**BUILDING 100, PHASE I
THE SEASONS AT MILL COVE
A CONDOMINIUM**

A PORTION OF LOT 16, AS SHOWN ON THE PLAT OF CUZNER REPLAT OF AUBURN, AS RECORDED IN PLAT BOOK 6, PAGE 87 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF LOT 110 AS SHOWN ON THE PLAT OF KATHERINE ABBEY MANOR, AS RECORDED IN PLAT BOOK 49, PAGES 63 THROUGH 63E, OF SAID CURRENT PUBLIC RECORDS AND RUN SOUTH 00° 21' 32" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF HARTSFIELD ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED), A DISTANCE OF 110.00 FEET; RUN THENCE SOUTH 90° 00' 00" EAST, DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF HARTSFIELD ROAD, A DISTANCE OF 67.94 FEET; THENCE NORTH 69° 06' 16" EAST, A DISTANCE OF 117.46 FEET; THENCE NORTH 89° 23' 08" EAST, A DISTANCE OF 135.70 FEET; RUN THENCE SOUTH 00° 36' 52" EAST, A DISTANCE OF 16.95 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH 00° 36' 52" EAST, A DISTANCE OF 62.00 FEET; RUN THENCE SOUTH 89° 23' 08" WEST, A DISTANCE OF 143.33 FEET; RUN THENCE NORTH 00° 36' 52" WEST, A DISTANCE OF 62.00 FEET; RUN THENCE NORTH 89° 23' 08" EAST, A DISTANCE OF 143.33 FEET TO THE POINT OF BEGINNING.

The foregoing property (Phase I) is subject to the following:

Easement granted to Southern Bell Telephone and Telegraph Company, recorded in Official Records Book 6938, page 1246 of the public records of Duval County, Florida.

Attached to this Exhibit A is the site plan and survey of Phase I as well as the Subsequent Phases of the Condominium Property. Only Phase I is being submitted to condominium ownership. The legal descriptions and graphic depictions of Phases II through X are included for informational purposes only and will not be deemed to be subject to condominium ownership until subjected to the terms and conditions of this Declaration by recording of an amendment for such purposes.

All improvements are proposed.

**EXHIBIT A-II
TO DECLARATION OF CONDOMINIUM
THE SEASONS AT MILL COVE, A CONDOMINIUM**

PHASE II

The legal description, survey and depiction of the proposed improvements for Phase II of The Seasons at Mill Cove, A Condominium is as follows:

**PHASE II (BUILDING 200)
THE SEASONS AT MILL COVE, A CONDOMINIUM**

**BUILDING 200, PHASE II
THE SEASONS AT MILL COVE
A CONDOMINIUM**

A PORTION OF LOTS 16 AND 18, AS SHOWN ON THE PLAT OF CUZNER REPLAT OF AUBURN, AS RECORDED IN PLAT BOOK 6, PAGE 87 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF LOT 110 AS SHOWN ON THE PLAT OF KATHERINE ABBEY MANOR, AS RECORDED IN PLAT BOOK 49, PAGES 63 THROUGH 63E, OF SAID CURRENT PUBLIC RECORDS AND RUN SOUTH 00° 21' 32" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF HARTSFIELD ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED), A DISTANCE OF 198.44 FEET; RUN THENCE SOUTH 89° 38' 28" EAST, DEPARTING SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 26.10 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 43° 47' 58" EAST, A DISTANCE OF 141.33 FEET; RUN THENCE SOUTH 46° 12' 02" EAST, A DISTANCE OF 62.00 FEET; RUN THENCE SOUTH 43° 47' 58" WEST, A DISTANCE OF 141.33 FEET; RUN THENCE NORTH 46° 12' 02" WEST, A DISTANCE OF 62.00 FEET; TO THE POINT OF BEGINNING.

The foregoing property is subject to the following:

Easement granted to Southern Bell Telephone and Telegraph Company, recorded in Official Records Book 6938, page 1246 of the public records of Duval County, Florida.

The Developer has reserved the right to make non-material modifications to the foregoing legal description. Until the foregoing property is subjected to the condominium form of ownership by the recording of an amendment to this Declaration of Condominium, the description, as set forth herein, shall not constitute a lien, encumbrance or defect on the title tot he foregoing lands. The Subsequent Phases may be subjected in any order irrespective of the numbering system.

The Developer has the present intention of developing the Phase II Land as depicted but is not obligated to develop the Phase II Land, and if Developer elects to develop the land, the Developer reserves the right to develop it as it may elect and reserves all rights set forth in the Declaration.

**EXHIBIT A-III
TO DECLARATION OF CONDOMINIUM
THE SEASONS AT MILL COVE, A CONDOMINIUM**

PHASE III

The legal description, survey and depiction of the proposed improvements for Phase III of The Seasons at Mill Cove, A Condominium is as follows:

**PHASE III (BUILDINGS 300 AND 400)
THE SEASONS AT MILL COVE, A CONDOMINIUM**

**BUILDING 300, PHASE III
THE SEASONS AT MILL COVE
A CONDOMINIUM**

A PORTION OF LOT 18, AS SHOWN ON THE PLAT OF CUZNER REPLAT OF AUBURN, AS RECORDED IN PLAT BOOK 6, PAGE 87 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF LOT 110 AS SHOWN ON THE PLAT OF KATHERINE ABBEY MANOR, AS RECORDED IN PLAT BOOK 49, PAGES 63 THROUGH 63E, OF SAID CURRENT PUBLIC RECORDS AND RUN SOUTH 00° 21' 32" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF HARTSFIELD ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED), A DISTANCE OF 241.80 FEET; RUN THENCE SOUTH 89° 38' 28" EAST, DEPARTING SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 12.72 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH 89° 38' 28" EAST, A DISTANCE OF 62.00 FEET; RUN THENCE SOUTH 00° 21' 32" WEST, A DISTANCE OF 143.33 FEET; RUN THENCE NORTH 89° 38' 28" WEST, A DISTANCE OF 62.00 FEET; RUN THENCE NORTH 00° 21' 32" EAST, A DISTANCE OF 143.33 FEET; TO THE POINT OF BEGINNING.

**BUILDING 400, PHASE III
THE SEASONS AT MILL COVE
A CONDOMINIUM**

A PORTION OF LOTS 18 AND 20, AS SHOWN ON THE PLAT OF CUZNER REPLAT OF AUBURN, AS RECORDED IN PLAT BOOK 6, PAGE 87 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF LOT 110 AS SHOWN ON THE PLAT OF KATHERINE ABBEY MANOR, AS RECORDED IN PLAT BOOK 49, PAGES 63 THROUGH 63E, OF SAID CURRENT PUBLIC RECORDS AND RUN SOUTH 00° 21' 32" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF HARTSFIELD ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED), A DISTANCE OF 385.13 FEET; RUN THENCE SOUTH 89° 38' 28" EAST, DEPARTING SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 12.72 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH 89° 38' 28" EAST, A DISTANCE OF 62.00 FEET; RUN THENCE SOUTH 00° 21' 32" WEST, A DISTANCE OF 143.33 FEET; RUN THENCE NORTH 89° 38' 28" WEST, A DISTANCE OF 62.00 FEET; RUN THENCE NORTH 00° 21' 32" EAST, A DISTANCE OF 143.33 FEET TO THE POINT OF BEGINNING.

**EXHIBIT A-IV
TO DECLARATION OF CONDOMINIUM
THE SEASONS AT MILL COVE, A CONDOMINIUM**

PHASE IV

The legal description, survey and depiction of the proposed improvements for Phase IV of The Seasons at Mill Cove, A Condominium is as follows:

**PHASE IV (BUILDING 1700)
THE SEASONS AT MILL COVE, A CONDOMINIUM**

**BUILDING 1700, PHASE IV
THE SEASONS AT MILL COVE
A CONDOMINIUM**

A PORTION OF LOT 18, AS SHOWN ON THE PLAT OF CUZNER REPLAT OF AUBURN, AS RECORDED IN PLAT BOOK 6, PAGE 87 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF LOT 110 AS SHOWN ON THE PLAT OF KATHERINE ABBEY MANOR, AS RECORDED IN PLAT BOOK 49, PAGES 63 THROUGH 63E, OF SAID CURRENT PUBLIC RECORDS AND RUN SOUTH 00° 21' 32" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF HARTSFIELD ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED), A DISTANCE OF 385.13 FEET; RUN THENCE SOUTH 89° 38' 28" EAST, DEPARTING SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 74.72 FEET; RUN THENCE SOUTH 58° 58' 51" EAST, A DISTANCE OF 97.78 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 00° 21' 32" EAST, A DISTANCE OF 143.33 FEET; RUN THENCE SOUTH 89° 38' 28" EAST, A DISTANCE OF 62.00 FEET; RUN THENCE SOUTH 00° 21' 32" WEST, A DISTANCE OF 143.33 FEET; RUN THENCE NORTH 89° 38' 28" WEST, A DISTANCE OF 62.00 FEET TO THE POINT OF BEGINNING

The foregoing property is subject to the following:

Easement granted to Southern Bell Telephone and Telegraph Company, recorded in Official Records Book 6938, page 1246 of the public records of Duval County, Florida.

The Developer has reserved the right to make non-material modifications to the foregoing legal description. Until the foregoing property is subjected to the condominium form of ownership by the recording of an amendment to this Declaration of Condominium, the description, as set forth herein, shall not constitute a lien, encumbrance or defect on the title tot he foregoing lands. The Subsequent Phases may be subjected in any order irrespective of the numbering system.

The Developer has the present intention of developing the Phase IV Land as depicted but is not obligated to develop the Phase IV Land, and if Developer elects to develop the land, the Developer reserves the right to develop it as it may elect and reserves all rights set forth in the Declaration.

**EXHIBIT A-V
TO DECLARATION OF CONDOMINIUM
THE SEASONS AT MILL COVE, A CONDOMINIUM**

PHASE V

The legal description, survey and depiction of the proposed improvements for Phase V of The Seasons at Mill Cove, A Condominium is as follows:

**PHASE V (BUILDINGS 600 AND 1600)
THE SEASONS AT MILL COVE, A CONDOMINIUM**

**BUILDING 600, PHASE V
THE SEASONS AT MILL COVE
A CONDOMINIUM**

A PORTION OF LOT 20 AS SHOWN ON THE PLAT OF CUZNER REPLAT OF AUBURN, AS RECORDED IN PLAT BOOK 6, PAGE 87 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF LOT 110 AS SHOWN ON THE PLAT OF KATHERINE ABBEY MANOR, AS RECORDED IN PLAT BOOK 49, PAGES 63 THROUGH 63E, OF SAID CURRENT PUBLIC RECORDS AND RUN SOUTH 00° 21' 32" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF HARTSFIELD ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED), A DISTANCE OF 682.87 FEET; RUN THENCE NORTH 89° 24' 31" EAST, ALONG THE NORTHERLY LINE OF LANDS DESCRIBED AND RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 1616, PAGE 175, A DISTANCE OF 152.28 FEET; RUN THENCE NORTH 00° 35' 29" WEST, A DISTANCE OF 14.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE NORTH 00° 35' 29" WEST, A DISTANCE OF 62.00 FEET; RUN THENCE NORTH 89° 24' 31" EAST, A DISTANCE OF 112.67 FEET; RUN THENCE SOUTH 00° 35' 29" EAST, A DISTANCE OF 62.00 FEET; RUN THENCE SOUTH 89° 24' 31" WEST, A DISTANCE OF 112.67 FEET TO THE POINT OF BEGINNING.

**BUILDING 1600, PHASE V
THE SEASONS AT MILL COVE
A CONDOMINIUM**

A PORTION OF LOTS 18 AND 20, AS SHOWN ON THE PLAT OF CUZNER REPLAT OF AUBURN, AS RECORDED IN PLAT BOOK 6, PAGE 87 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF LOT 110 AS SHOWN ON THE PLAT OF KATHERINE ABBEY MANOR, AS RECORDED IN PLAT BOOK 49, PAGES 63 THROUGH 63E, OF SAID CURRENT PUBLIC RECORDS AND RUN SOUTH 00° 21' 32" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF HARTSFIELD ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED), A DISTANCE OF 528.46 FEET; RUN THENCE SOUTH 89° 38' 28" EAST, DEPARTING SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 74.72 FEET; RUN THENCE NORTH 82° 52' 02" EAST, A DISTANCE OF 64.94 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 00° 35' 29" WEST, A DISTANCE OF 62.00 FEET; RUN THENCE NORTH 89° 24' 31" EAST, A DISTANCE OF 143.33 FEET; RUN THENCE SOUTH 00° 35' 29" EAST, A DISTANCE OF 62.00 FEET; RUN THENCE SOUTH 89° 24' 31" WEST, A DISTANCE OF 143.33 FEET TO THE POINT OF BEGINNING.

**EXHIBIT A-VI
TO DECLARATION OF CONDOMINIUM
THE SEASONS AT MILL COVE, A CONDOMINIUM**

PHASE VI

The legal description, survey and depiction of the proposed improvements for Phase VI of The Seasons at Mill Cove, A Condominium is as follows:

**PHASE VI (BUILDINGS 700 and 1500)
THE SEASONS AT MILL COVE, A CONDOMINIUM**

**BUILDING 700, PHASE VI
THE SEASONS AT MILL COVE
A CONDOMINIUM**

A PORTION OF LOT 20 AS SHOWN ON THE PLAT OF CUZNER REPLAT OF AUBURN, AS RECORDED IN PLAT BOOK 6, PAGE 87 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF LOT 110 AS SHOWN ON THE PLAT OF KATHERINE ABBEY MANOR, AS RECORDED IN PLAT BOOK 49, PAGES 63 THROUGH 63E, OF SAID CURRENT PUBLIC RECORDS AND RUN SOUTH 00° 21' 32" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF HARTSFIELD ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED), A DISTANCE OF 682.87 FEET; RUN THENCE NORTH 89° 24' 31" EAST, ALONG THE NORTHERLY LINE OF LANDS DESCRIBED AND RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 1616, PAGE 175, A DISTANCE OF 264.95 FEET; RUN THENCE NORTH 00° 35' 29" WEST, A DISTANCE OF 14.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE NORTH 00° 35' 29" WEST, A DISTANCE OF 62.00 FEET; RUN THENCE NORTH 89° 24' 31" EAST, A DISTANCE OF 112.67 FEET; RUN THENCE SOUTH 00° 35' 29" EAST, A DISTANCE OF 62.00 FEET; RUN THENCE SOUTH 89° 24' 31" WEST, A DISTANCE OF 112.67 FEET TO THE POINT OF BEGINNING.

**BUILDING 1500, PHASE VI
THE SEASONS AT MILL COVE
A CONDOMINIUM**

A PORTION OF LOTS 18 AND 20, AS SHOWN ON THE PLAT OF CUZNER REPLAT OF AUBURN, AS RECORDED IN PLAT BOOK 6, PAGE 87 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF LOT 110 AS SHOWN ON THE PLAT OF KATHERINE ABBEY MANOR, AS RECORDED IN PLAT BOOK 49, PAGES 63 THROUGH 63E, OF SAID CURRENT PUBLIC RECORDS AND RUN SOUTH 00° 21' 32" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF HARTSFIELD ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED), A DISTANCE OF 528.46 FEET; RUN THENCE SOUTH 89° 38' 28" EAST, DEPARTING SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 74.72 FEET; RUN THENCE NORTH 82° 52' 02" EAST, A DISTANCE OF 64.94 FEET; RUN THENCE NORTH 89° 24' 31" EAST, A DISTANCE OF 143.33 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 00° 35' 29" WEST, A DISTANCE OF 62.00 FEET; RUN THENCE NORTH 89° 24' 31" EAST, A DISTANCE OF 112.67 FEET; RUN THENCE SOUTH 00° 35' 29" EAST, A DISTANCE OF 62.00 FEET; RUN THENCE SOUTH 89° 24' 31" WEST, A DISTANCE OF 112.67 FEET TO THE POINT OF BEGINNING.

**EXHIBIT A-VII
TO DECLARATION OF CONDOMINIUM
THE SEASONS AT MILL COVE, A CONDOMINIUM**

PHASE VII

The legal description, survey and depiction of the proposed improvements for Phase VII of The Seasons at Mill Cove, A Condominium is as follows:

**PHASE VII (BUILDINGS 800 AND 1400)
THE SEASONS AT MILL COVE, A CONDOMINIUM**

**BUILDING 800, PHASE VII
THE SEASONS AT MILL COVE
A CONDOMINIUM**

A PORTION OF LOT 20 AS SHOWN ON THE PLAT OF CUZNER REPLAT OF AUBURN, AS RECORDED IN PLAT BOOK 6, PAGE 87 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF LOT 110 AS SHOWN ON THE PLAT OF KATHERINE ABBEY MANOR, AS RECORDED IN PLAT BOOK 49, PAGES 63 THROUGH 63E, OF SAID CURRENT PUBLIC RECORDS AND RUN SOUTH 00° 21' 32" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF HARTSFIELD ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED), A DISTANCE OF 682.87 FEET; RUN THENCE NORTH 89° 24' 31" EAST, ALONG THE NORTHERLY LINE OF LANDS DESCRIBED AND RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 1616, PAGE 175, A DISTANCE OF 377.62 FEET; RUN THENCE NORTH 00° 35' 29" WEST, A DISTANCE OF 14.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE NORTH 00° 35' 29" WEST, A DISTANCE OF 62.00 FEET; RUN THENCE NORTH 89° 24' 31" EAST, A DISTANCE OF 112.67 FEET; RUN THENCE SOUTH 00° 35' 29" EAST, A DISTANCE OF 62.00 FEET; RUN THENCE SOUTH 89° 24' 31" WEST, A DISTANCE OF 112.67 FEET TO THE POINT OF BEGINNING.

**BUILDING 1400, PHASE VII
THE SEASONS AT MILL COVE
A CONDOMINIUM**

A PORTION OF LOTS 18 AND 20, AS SHOWN ON THE PLAT OF CUZNER REPLAT OF AUBURN, AS RECORDED IN PLAT BOOK 6, PAGE 87 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF LOT 110 AS SHOWN ON THE PLAT OF KATHERINE ABBEY MANOR, AS RECORDED IN PLAT BOOK 49, PAGES 63 THROUGH 63E, OF SAID CURRENT PUBLIC RECORDS AND RUN SOUTH 00° 21' 32" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF HARTSFIELD ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED), A DISTANCE OF 682.87 FEET; RUN THENCE NORTH 89° 24' 31" EAST, ALONG THE NORTHERLY LINE OF LANDS DESCRIBED AND RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 1616, PAGE 175, A DISTANCE OF 490.29 FEET; RUN THENCE NORTH 00° 35' 29" WEST, A DISTANCE OF 76.00 FEET; RUN THENCE NORTH 6° 21' 39" WEST, A DISTANCE OF 80.79 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 89° 52' 09" WEST, A DISTANCE OF 62.00 FEET; RUN THENCE NORTH 00° 07' 51" EAST, A DISTANCE OF 143.33 FEET; RUN THENCE SOUTH 89° 52' 09" EAST, A DISTANCE OF 62.00 FEET; RUN THENCE SOUTH 00° 07' 51" WEST, A DISTANCE OF 143.33 FEET TO THE POINT OF BEGINNING.

EXHIBIT A-VIII
TO DECLARATION OF CONDOMINIUM
THE SEASONS AT MILL COVE, A CONDOMINIUM

PHASE VIII

The legal description, survey and depiction of the proposed improvements for Phase VIII of The Seasons at Mill Cove, A Condominium is as follows:

PHASE VIII (BUILDINGS 900 AND 1000)
THE SEASONS AT MILL COVE, A CONDOMINIUM

BUILDING 900, PHASE VIII
THE SEASONS AT MILL COVE
A CONDOMINIUM

A PORTION OF LOT 20 , TOGETHER WITH A PORTION OF A 30 FOOT ROADWAY CLOSED BY THE CITY OF JACKSONVILLE ORDINANCE 83-1162-602, DATED NOVEMBER 29, 1983, ALL AS SHOWN ON THE PLAT OF CUZNER REPLAT OF AUBURN, AS RECORDED IN PLAT BOOK 6, PAGE 87 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF LOT 110 AS SHOWN ON THE PLAT OF KATHERINE ABBEY MANOR, AS RECORDED IN PLAT BOOK 49, PAGES 63 THROUGH 63E, OF SAID CURRENT PUBLIC RECORDS AND RUN SOUTH 00° 21' 32" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF HARTSFIELD ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED), A DISTANCE OF 110.00 FEET; RUN THENCE SOUTH 90° 00' 00" EAST, DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF HARTSFIELD ROAD, A DISTANCE OF 67.94 FEET; THENCE NORTH 69° 06' 16" EAST, A DISTANCE OF 117.46 FEET; THENCE NORTH 89° 23' 08" EAST, A DISTANCE OF 458.69 FEET TO A POINT ON THE CENTERLINE OF PREVIOUSLY MENTIONED 30 FOOT ROADWAY AS CLOSED BY ORDINANCE 83-1162-602; THENCE SOUTH 00° 07' 51" WEST ALONG LAST SAID CENTERLINE, A DISTANCE OF 460.05 FEET; RUN THENCE NORTH 89° 52' 09" WEST, A DISTANCE OF 13.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH 00° 07' 51" WEST, A DISTANCE OF 143.33 FEET; RUN THENCE NORTH 89° 52' 09" WEST, A DISTANCE OF 62.00 FEET; RUN THENCE NORTH 00° 07' 51" EAST, A DISTANCE OF 143.33 FEET; RUN THENCE SOUTH 89° 52' 09" EAST, A DISTANCE OF 62.00 FEET TO THE POINT OF BEGINNING.

BUILDING 1000, PHASE VIII
THE SEASONS AT MILL COVE
A CONDOMINIUM

A PORTION OF LOTS 18 AND 20 , TOGETHER WITH A PORTION OF A 30 FOOT ROADWAY CLOSED BY THE CITY OF JACKSONVILLE ORDINANCE 83-1162-602, DATED NOVEMBER 29, 1983, ALL AS SHOWN ON THE PLAT OF CUZNER REPLAT OF AUBURN, AS RECORDED IN PLAT BOOK 6, PAGE 87 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF LOT 110 AS SHOWN ON THE PLAT OF KATHERINE ABBEY MANOR, AS RECORDED IN PLAT BOOK 49, PAGES 63 THROUGH 63E, OF SAID CURRENT PUBLIC RECORDS AND RUN SOUTH 00° 21' 32" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF HARTSFIELD ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED), A DISTANCE OF 110.00 FEET; RUN THENCE SOUTH 90° 00' 00" EAST, DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF HARTSFIELD ROAD, A DISTANCE OF 67.94 FEET; THENCE NORTH 69° 06' 16" EAST, A DISTANCE OF 117.46 FEET; THENCE NORTH 89° 23' 08" EAST, A DISTANCE OF 458.69 FEET TO A POINT ON THE CENTERLINE OF PREVIOUSLY MENTIONED 30 FOOT ROADWAY AS CLOSED BY ORDINANCE 83-1162-602; THENCE SOUTH 00° 07' 51" WEST ALONG LAST SAID CENTERLINE, A DISTANCE OF 316.72 FEET; RUN THENCE NORTH 89° 52' 09" WEST, A DISTANCE OF 13.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH 00° 07' 51" WEST, A DISTANCE OF 143.33 FEET; RUN THENCE NORTH 89° 52' 09" WEST, A DISTANCE OF 62.00 FEET; RUN THENCE NORTH 00° 07' 51" EAST, A DISTANCE OF 143.33 FEET; RUN THENCE SOUTH 89° 52' 09" EAST, A DISTANCE OF 62.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT A-IX
TO DECLARATION OF CONDOMINIUM
THE SEASONS AT MILL COVE, A CONDOMINIUM

PHASE IX

The legal description, survey and depiction of the proposed improvements for Phase IX of The Seasons at Mill Cove, A Condominium is as follows:

PHASE IX (BUILDINGS 1100 AND 1300)
THE SEASONS AT MILL COVE, A CONDOMINIUM
BUILDING 1100, PHASE IX
THE SEASONS AT MILL COVE
A CONDOMINIUM

A PORTION OF LOT 18, TOGETHER WITH A PORTION OF A 30 FOOT ROADWAY CLOSED BY THE CITY OF JACKSONVILLE ORDINANCE 83-1162-602, DATED NOVEMBER 29, 1983, ALL AS SHOWN ON THE PLAT OF CUZNER REPLAT OF AUBURN, AS RECORDED IN PLAT BOOK 6, PAGE 87 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF LOT 110 AS SHOWN ON THE PLAT OF KATHERINE ABBEY MANOR, AS RECORDED IN PLAT BOOK 49, PAGES 63 THROUGH 63E, OF SAID CURRENT PUBLIC RECORDS AND RUN SOUTH 00° 21' 32" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF HARTSFIELD ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED), A DISTANCE OF 110.00 FEET; RUN THENCE SOUTH 90° 00' 00" EAST, DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF HARTSFIELD ROAD, A DISTANCE OF 67.94 FEET; THENCE NORTH 69° 06' 16" EAST, A DISTANCE OF 117.46 FEET; THENCE NORTH 89° 23' 08" EAST, A DISTANCE OF 458.69 FEET TO A POINT ON THE CENTERLINE OF PREVIOUSLY MENTIONED 30 FOOT ROADWAY AS CLOSED BY ORDINANCE 83-1162-602; THENCE SOUTH 00° 07' 51" WEST ALONG LAST SAID CENTERLINE, A DISTANCE OF 173.39 FEET; RUN THENCE NORTH 89° 52' 09" WEST, A DISTANCE OF 13.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH 00° 07' 51" WEST, A DISTANCE OF 143.33 FEET; RUN THENCE NORTH 89° 52' 09" WEST, A DISTANCE OF 62.00 FEET; RUN THENCE NORTH 00° 07' 51" EAST, A DISTANCE OF 143.33 FEET; RUN THENCE SOUTH 89° 52' 09" EAST, A DISTANCE OF 62.00 FEET TO THE POINT OF BEGINNING.

BUILDING 1300, PHASE IX
THE SEASONS AT MILL COVE
A CONDOMINIUM

A PORTION OF LOT 18, AS SHOWN ON THE PLAT OF CUZNER REPLAT OF AUBURN, AS RECORDED IN PLAT BOOK 6, PAGE 87 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF LOT 110 AS SHOWN ON THE PLAT OF KATHERINE ABBEY MANOR, AS RECORDED IN PLAT BOOK 49, PAGES 63 THROUGH 63E, OF SAID CURRENT PUBLIC RECORDS AND RUN SOUTH 00° 21' 32" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF HARTSFIELD ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED), A DISTANCE OF 682.87 FEET; RUN THENCE NORTH 89° 24' 31" EAST, ALONG THE NORTHERLY LINE OF LANDS DESCRIBED AND RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 1616, PAGE 175, A DISTANCE OF 490.29 FEET; RUN THENCE NORTH 00° 35' 29" WEST, A DISTANCE OF 76.00 FEET; RUN THENCE NORTH 06° 21' 39" WEST, A DISTANCE OF 80.79 FEET; RUN THENCE NORTH 00° 07' 51" EAST, A DISTANCE OF 163.34 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 89° 52' 09" WEST, A DISTANCE OF 62.00 FEET; RUN THENCE NORTH 00° 07' 51" EAST, A DISTANCE OF 143.33 FEET; RUN THENCE SOUTH 89° 52' 09" EAST, A DISTANCE OF 62.00 FEET; RUN THENCE SOUTH 00° 07' 51" WEST, A DISTANCE OF 143.33 FEET TO THE POINT OF BEGINNING.

EXHIBIT A-X
TO DECLARATION OF CONDOMINIUM
THE SEASONS AT MILL COVE, A CONDOMINIUM

PHASE X

The legal description, survey and depiction of the proposed improvements for Phase X of The Seasons at Mill Cove, A Condominium is as follows:

PHASE X (BUILDINGS 500 AND 1200)
THE SEASONS AT MILL COVE, A CONDOMINIUM

BUILDING 500, PHASE X
THE SEASONS AT MILL COVE
A CONDOMINIUM

A PORTION OF LOT 20 AS SHOWN ON THE PLAT OF CUZNER REPLAT OF AUBURN, AS RECORDED IN PLAT BOOK 6, PAGE 87 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF LOT 110 AS SHOWN ON THE PLAT OF KATHERINE ABBEY MANOR, AS RECORDED IN PLAT BOOK 49, PAGES 63 THROUGH 63E, OF SAID CURRENT PUBLIC RECORDS AND RUN SOUTH 00° 21' 32" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF HARTSFIELD ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED), A DISTANCE OF 528.46 FEET; RUN THENCE SOUTH 89° 38' 28" EAST, DEPARTING SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 12.72 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH 89° 38' 28" EAST, A DISTANCE OF 62.00 FEET; RUN THENCE SOUTH 00° 21' 32" WEST, A DISTANCE OF 112.64 FEET; RUN THENCE NORTH 89° 38' 28" WEST, A DISTANCE OF 62.00 FEET; RUN THENCE NORTH 00° 21' 32" EAST, A DISTANCE OF 112.64 FEET TO THE POINT OF BEGINNING.

BUILDING 1200, PHASE X
THE SEASONS AT MILL COVE
A CONDOMINIUM

A PORTION OF LOTS 16 AND 18, TOGETHER WITH A PORTION OF A 30 FOOT ROADWAY CLOSED BY THE CITY OF JACKSONVILLE ORDINANCE 83-1162-602, DATED NOVEMBER 29, 1983, ALL AS SHOWN ON THE PLAT OF CUZNER REPLAT OF AUBURN, AS RECORDED IN PLAT BOOK 6, PAGE 87 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF LOT 110 AS SHOWN ON THE PLAT OF KATHERINE ABBEY MANOR, AS RECORDED IN PLAT BOOK 49, PAGES 63 THROUGH 63E, OF SAID CURRENT PUBLIC RECORDS AND RUN SOUTH 00° 21' 32" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF HARTSFIELD ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED), A DISTANCE OF 110.00 FEET; RUN THENCE SOUTH 90° 00' 00" EAST, DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF HARTSFIELD ROAD, A DISTANCE OF 67.94 FEET; THENCE NORTH 69° 06' 16" EAST, A DISTANCE OF 117.46 FEET; THENCE NORTH 89° 23' 08" EAST, A DISTANCE OF 458.69 FEET TO A POINT ON THE CENTERLINE OF PREVIOUSLY MENTIONED 30 FOOT ROADWAY AS CLOSED BY ORDINANCE 83-1162-602; THENCE SOUTH 00° 07' 51" WEST ALONG LAST SAID CENTERLINE, A DISTANCE OF 30.06 FEET; RUN THENCE NORTH 89° 52' 09" WEST, A DISTANCE OF 13.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH 00° 07' 51" WEST, A DISTANCE OF 143.33 FEET; RUN THENCE NORTH 89° 52' 09" WEST, A DISTANCE OF 62.00 FEET; RUN THENCE NORTH 00° 07' 51" EAST, A DISTANCE OF 143.33 FEET; RUN THENCE SOUTH 89° 52' 09" EAST, A DISTANCE OF 62.00 FEET TO THE POINT OF

EXHIBIT B
TO
DECLARATION OF CONDOMINIUM
THE SEASONS AT MILL COVE, A CONDOMINIUM
FRACTIONAL SHARE OF COMMON ELEMENTS,
COMMON EXPENSES AND COMMON SURPLUS
(Phase I)

The Common Elements, Common Expenses and Common Surplus are owned in equal undivided shares by the Owners based upon fractional shares, the numerator of which is "1" and the denominator of which is the total number of Units which have been subjected to the Declaration.

The Fractional Shares of Common Elements, Common Expenses and Common Surplus for Units 101 through 108 is $1/8^{\text{th}}$.

In the event that the Developer determines, in its sole discretion, to create any of the Subsequent Phases of the Condominium then, at such time as they are created, the fractional shares of ownership of the Common Elements, Common Expenses and Common Surplus will be recalculated, using the same formula as set forth above.