

2
66

Prepared by and return to:
Karen Ibach Bowden, Esq.
Ansbacher & Schneider, P.A.
5150 Belfort Road, Building 100
Jacksonville, Florida 32256

**DECLARATION OF CONDOMINIUM
FOR
OFFICES AT JOHNS CREEK**

THIS DECLARATION is made this 21st day of July, 2005, by Nature Park Investments, Inc. a Florida corporation ("Declarant") in and by which the Declarant makes the following declarations.

1. INTRODUCTION AND SUBMISSION

1.1 Submission Statement.

Declarant hereby submits to the condominium form of ownership and use the land described in **Exhibit "A"** hereof, the improvements now and hereafter situated thereon, and the easements and rights appurtenant thereto (the "Condominium Property"), in accordance with the provisions of this Declaration, pursuant to Chapter 718, Florida Statutes, as amended to the date hereof (the "Condominium Act" or "Act").

1.2 Name.

The name by which this condominium is to be identified is OFFICES AT JOHNS CREEK, A CONDOMINIUM (herein called the "Condominium"). The street address is 3075 County Road 210 West, St. Augustine, Florida 32092.

1.3 The Land.

The Land submitted to Condominium is situated in St. Johns County, Florida and is described in **Exhibit "A"** attached hereto and made a part hereof and consists of a parcel of real property (the "Land") upon which will be situated commercial improvements and common facilities as described in the Master Declaration (as hereinafter defined). A survey of the Land is attached hereto and made a part hereof as **Exhibit "B"** and a site plan or plot plan of the Land is attached hereto and made a part hereof as **Exhibit "B-1"**.

2. DEFINITIONS

2.1 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against a Unit Owner, and such additional sums which may be assessed directly against one or more Unit Owners (though not necessarily against other Unit Owners), and also including, but not limited to, special assessments, fines and surcharges as hereinafter specified.

040861.01 condo dec final

66

2.2 "Association" or "Condominium Association" means Offices at Johns Creek Condominium Association, Inc., a not for profit Florida corporation, the entity responsible for the operation of the Condominium.

2.3 "Board" or "Board of Directors" means the Board of Directors of the Association pursuant to the Articles and Bylaws thereof.

2.4 "Building" or "Buildings" means the structure or structures situate on the Condominium Property in which the Units are located and including, but not necessarily limited to, fixtures, installations, or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of Units, and excluding unit floor coverings, wall coverings, or ceiling coverings, as well as any and all of the following equipment that may be located within a Unit: electrical fixtures, appliances, air conditioner or heating equipment, water heaters, or built-in cabinets.

2.5 "Bylaws" mean the Bylaws of the Association as they exist from time to time.

2.6 "Common Elements" mean and include:

- (1) The portions of the Condominium Property which are not included within the Units.
- (2) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.
- (3) An easement of support in every portion of a Unit which contributes to the support of a Building.
- (4) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.
- (5) Any other parts of the Condominium Property designated as Common Elements in this Declaration, or any amendment hereto or designated in the Master Declaration as a Common Area.

Common Elements shall not include improvements installed by Unit Owners.

2.7 "Common Expenses" mean all expenses incurred by the Association for the Condominium, including but not limited to expenses of the operation, maintenance, repair or replacement of the Common Elements, the cost of carrying out the powers and duties of the Association, and all expenses and assessments properly incurred by the Association for the Unit Owners.

2.8 "Condominium Act" or "Act" means The Florida Condominium Act, Chapter 718, Florida Statutes,, as amended.

2.9 "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.

- 2.10 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which are appurtenant to said Unit and also together with the Limited Common Elements, if any, which are appurtenant to said Unit, if any; and when the context permits, the term includes all other appurtenances to the Unit.
- 2.11 "Condominium Property" means the Land and personal property that are subjected to condominium ownership under this Declaration, all improvements on the Land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.
- 2.12 "County" means the County of St. Johns, State of Florida.
- 2.13 "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.
- 2.14 "District" means the St. Johns River Water Management District.
- 2.15 "Drainage Agreement" means that certain Non-Exclusive Drainage Easement dated December 31, 2003, between Johns Creek, LLC and Regency Realty Group, Inc. and recorded in Official Records Book 2121, page 1732, in the public records of the County, as amended.
- 2.16 "Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property.
- 2.17 "Institutional Mortgagee" means a bank, savings and loan association, insurance company, real state or mortgage investment trust, pension fund, an agency of the United States Government and insurers and guarantors of mortgages, mortgage banker, or any other lender generally recognized as an institutional-type lender, or the Declarant, holding a mortgage on a Unit or Units.
- 2.18 "Limited Common Elements" mean those Common Elements the use of which are reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. Reference herein to Common Elements shall include also all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.
- 2.19 "Master Declaration" means that certain Declaration of Protective Covenants, Restrictions and Easements for The Villages at Johns Creek, recorded in Official Records Volume 2551, page 247, in the current public records of St. Johns County, Florida.
- 2.20 "Stormwater Drainage System" means a system which is designed and 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 otherwise affect the quantity and quality of discharges. The Stormwater Drainage System is subject to the terms and conditions of the Master Declaration and the Drainage Agreement.
- 2.21 "Unit" means a part of the Condominium Property which is subject to exclusive ownership as defined in the Condominium Act and as described in this Declaration.

2.22 "Unit Owner" or "Owner of a Unit" or "Owner" means the record owner of a Condominium Parcel. In the event that a Unit is owned of record by a corporation, partnership, limited liability entity, or other joint ownership entity, the corporation, partnership, limited liability entity, or other entity may appoint a person to exercise the rights of such Unit Owner as set forth herein.

3. DESCRIPTION OF CONDOMINIUM PROPERTY.

3.1 Number and Identification of Units.

Exhibit "C", attached hereto and made a part hereof, includes a graphic description of the Improvements comprising part of the Condominium Property. The Improvements consist of three (3) one-story Buildings. Buildings A, B and C shall each be approximately 10,000 square feet and will each contain a maximum of eight (8) condominium Units. End Units (Units A-101, A-108, B-101, B-108, C-101 and C-108) will be approximately 1252 square feet. Interior Units (Units A-102, A-103, A-104, A-105, A-106, A-107, B-102, B-103, B-104, B-105, B-106, B-107, C-102, C-103, C-104, C-105, C-106, and C-107) will be approximately 1239 square feet. A plot plan of the Improvements is annexed and made a part hereof as **Exhibit "B-1"**.

At such time as the construction of each Building constituting an Improvement on the Land is substantially complete, the Declarant shall attach to this Declaration as **Exhibit "C-1"** a Certificate of Surveyor authorized to practice in this state which provides that the construction of the Improvements or certain Units to be conveyed are substantially complete so that the materials in **Exhibits "A", "B", "B-1" and "C,"** together with the provisions of the Declaration describing the property or the planned common element facilities is an accurate representation of the location and dimensions of such Improvements and that the identification, location and dimensions of the Common Elements and of each such Unit to be conveyed can be determined from these materials.

3.2 Buildings.

The Improvements when complete include three (3) one-story Buildings constructed on the Land containing an aggregate of not more than twenty-four (24) Units and other appurtenant Common Elements and Limited Common Elements. Buildings A, B and C will each be approximately 10,000 square feet.

3.3 Other Improvements.

In addition to the Buildings situated thereon, the Land also includes Improvements, consisting of parking areas, driveways, walks, landscaping, dumpsters, retention pond and all underground structures and improvements, which are not part of or located within the Buildings, and which are not elsewhere herein reserved to and/or retained by Declarant, the Association, or utility companies or entities, such as wires, cables, drains, pipes, ducts, conduits, valves and fittings.

3.4 Units.

The term "Units" as used herein, shall mean and comprise the up to twenty-four (24) condominium units which are identified in **Exhibit "B-1"** and **Exhibit "C"** hereof, as the same may be hereafter supplemented as provided in Section 3.1.

Each Condominium Unit shall include that part of the Building containing such Unit that lies within the following boundaries:

(1) The upper horizontal boundary of a Unit shall be the horizontal plane of the bottom of the undecorated finished ceiling. The lower horizontal boundary shall be the plane of the top of the undecorated finished floor.

(2) The vertical boundaries of each Unit shall be the undecorated finished interior of the walls bounding the Unit.

(3) The Unit shall not include structural beams, posts and members or conduits, ducts, plumbing, wiring, utility areas, installations, apparatus and services which serve other Units, the Common or Limited Common Elements or other parts of the Building. Each Unit shall be subject to easements for supporting every portion of the Unit which contributes to the support of the Building, and easements for utility services to the various Units and to the Common Elements.

(4) The Unit shall also include all doors serving only that Unit (including those which open to the Unit from the outside), windows and window apparatus, door and window frames, sills and thresholds, hardware and locks, glass, screens and screen supports. Any walls or partitions within the Unit which do not adjoin another Unit, the Common Elements or the outer portions of the Building shall be part of the Unit, except any part contributing to the support of the Building and also except any conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other Units, the Common Elements or other portions of the Building.

(5) All air conditioning compressors, water heaters, heat pumps and other mechanical equipment serving only one Unit (or Units which have been combined) shall be deemed to be a part of the Unit.

3.5 Common Elements.

The term "Common Elements", as used herein, shall mean and comprise all of the real property and Improvements of the Condominium except Units including, without limitation: (a) easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to Units and Common Elements; and (b) easements of support in every portion of a Unit which contribute to the support of other Units and/or Common Elements; and (c) installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation; (d) the property and installations in connection therewith required for the furnishing of services to more than one Unit (or Units which have been combined) or to the Common Elements; (e) fixtures owned or held for the common use, benefit and enjoyment of all owners of Units in the Condominium; (f) parking spaces; (g) easements for ingress and egress serving the Condominium property; (h) Stormwater Drainage System, including retention pond; (i) all open areas contained within the Land; (j) all roadways, sidewalks, paths and entrance areas located on the Land and (k) all other Improvements owned or held for common use, benefit and enjoyment of all Unit Owners.

3.6 Limited Common Elements.

"Limited Common Elements," as the term is used herein, shall mean and comprise the Common Elements which are reserved herein, or assigned, or granted separately herefrom, for the use of a certain Unit or Units to the exclusion of other Units, consisting of the following:

- (1) Each Unit Owner of a Unit in the Condominium shall have the right of exclusive use of (i) the air space and ground space occupied by the air conditioning compressor, heat pump, air handler and equipment and fixtures, piping and wiring appurtenant thereto, serving that Unit and, as may be depicted on Exhibit C hereof, and (ii) the covered awning at the front entry of each such Unit as depicted on Exhibit C, as the same may be supplemented, shall constitute a Limited Common Element for the Units adjoining the same;
- (2) Certain unit owners, as applicable, shall have the exclusive use of facilities, including pipes, lines or wires through which (i) services needed by that particular Unit Owner for the conduct of its business will be provided (for example, lines or pipes used to provide nitrous oxide or compressed air to a dental office); or (ii) utility or other services serving only such Unit will be provided to the extent that such facilities are not owned by or dedicated to a utility company or governmental authority;
- (3) Anything to the contrary in this Declaration notwithstanding, in the event a Unit Owner mortgages such Unit Owner's Unit together with such Unit Owner's Limited Common Elements (whether or not fully assignable apart from the Unit), such Limited Common Elements shall not be assignable apart from the Unit.

4. APPURTENANCES TO UNITS.

Subject to the right of the Association to adopt reasonable rules and regulations governing the use and operation of the Common Elements and Limited Common Elements and to the other provisions of this Declaration, there shall be appurtenant, and pass with title, to each Unit, the rights, shares, and interests provided by the Condominium Act which shall be deemed to include, without limitation, the following:

4.1 Use of Common Elements.

- (1) An undivided share in the Common Elements, Common Surplus and Common Expenses. The undivided share in the Common Elements and the Common Surplus appurtenant to each Unit shall be allocated based on the approximate number of square feet of ground floor area within each Unit compared to the approximate total number of square feet of ground floor area within all Units. The Common Expenses shall also be allocated to each Unit using the same method. Final determination of approximate square feet shall be made by the Surveyor who executes the Certificate covering Units, all as set forth in Section 3.1 hereof; and
- (2) The right to use exclusively, or in common with certain other Units where so specified, those portions of the Common Elements designated and/or

reserved herein and or granted elsewhere to a certain Unit or Units as Limited Common Elements; and

- (3) The appurtenant share in the Common Elements and Common Surplus and the exclusive right to use the Limited Common Elements appurtenant to a Unit or Units, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided and no action for partition of the Common Elements, the Condominium Property or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

4.2 Easements.

- (1) An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time (as shown on Exhibit "C" as the same may be hereafter supplemented as provided in Section 3.1 hereof) and as it may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is permanently vacated from time to time; and

- (2) Non-exclusive easements, to be used and enjoyed in common with the owners of all Units in the Condominium, their guests, invites, and lessees, for use of those Common Elements not designated elsewhere herein as Limited Common Elements, including, without limitation, easements for:

The furnishing and maintenance of private or public utility services to all parts of the real property of the Condominium over, across, in and through the Land, the Building and other Improvements, as the fixtures and equipment therefor now exist and/or may be modified or relocated; and

Vehicular and pedestrian access over, across, upon, in and through the drives, sidewalks, walks, grounds, and other portions, if any, of the Common Elements as are intended and/or provided for pedestrian and vehicular traffic through the Condominium and for access to the common roadways, but subject to the provisions of the Master Declaration.

- (3) An exclusive easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit or Common Element, or vice versa, for any reason not caused by or resulting from the willful act of Declarant or any Unit Owner or Owners, including without limitation, encroachments caused by or resulting from the original construction of Improvements, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Unit or other improvement, to the extent of such encroachment; and

- (4) An exclusive easement for the use of the area of Land and air space occupied by the appurtenant mechanical equipment, e.g. air conditioning compressor, heat pump, air handler and the equipment and fixtures appurtenant thereto, situated in and/or on Common Elements of the Condominium but exclusively serving a particular Unit, as the same exist in and on the Land, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, heat pump, air handler and the equipment and fixtures appurtenant thereto, provided, that the removal of the same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies.
- (5) To the extent necessary for the Unit Owner to conduct his business in compliance with all applicable laws, ordinances, regulations, statutes and permits, a non-exclusive easement for additional pipes or lines to provide required services to the Unit, for example, for a dental office, facilities required to provide nitrous oxide and compressed air to the Unit.

4.3 Membership.

The right to membership in the Association upon the terms and conditions set forth elsewhere herein.

4.4 Ingress and Egress.

Each Unit Owner and his guests, invitees, lessees and janitorial help, and all delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by the Declarant to serve the Condominium, holders of mortgage liens on the Condominium or any Unit and such other persons as the Declarant may from time to time designate, shall have the non-exclusive and perpetual right of ingress and egress over and across that portion of the Condominium Property designated for such purpose as depicted on Exhibit B-1 and as provided in the Master Declaration.

5. THE ASSOCIATION.

5.1 Name of Association.

The entity responsible for the operation of the Condominium shall be Offices at Johns Creek Condominium Association, a Florida corporation not for profit (the "Association"), of which a copy of the Articles of Incorporation is attached hereto and made a part hereof as Exhibit "D". Subject to the rights reserved to Declarant herein and in the Condominium Act, the Association shall administer and manage the Condominium Property; provided that the Association may, to the extent permitted by the Condominium Act, by contract, delegate its maintenance, management and operational duties and obligations.

5.2 Bylaws of Association.

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

5.3 Voting Rights of Unit Owners.

The Unit Owner(s) shall become a member or members of the Association automatically upon and simultaneously with delivery of a deed of conveyance of fee title thereto from Declarant or, in a conveyance by a grantee or a remote grantee of Declarant, a deed which has been approved by the Association and otherwise complies with the terms and conditions of this Declaration, the Articles of Incorporation and Bylaws of the Association. There shall be appurtenant and pass with title to each Unit, the number of votes equal to the approximate square feet of such Unit as determined in accordance with the provisions of Section 4.1 and the Certificate of Surveyor as attached hereto or a supplement hereof from time to time, which may be exercised by the Unit Owner(s), or the duly constituted proxy of the Unit Owner(s), at all meetings of members and in connection with all matters upon which all members of the Association are entitled to vote. However, until all Buildings to be constructed have been completed and included as part of the Surveyor's Certificate, the Declarant shall have, in addition to the number of votes that the Declarant otherwise has by virtue of Units owned by the Declarant, the number of votes that will exist at such time as all Buildings are completed, with square footage of same being determined by estimate of the Surveyor, all as described in Section 4.1. The qualification of members and manner of admission to membership in the Association, the termination of such membership and voting by members shall be as provided for in the Articles of Incorporation and Bylaws of the Association. In the event that a Unit is subdivided or combined as provided in Section 8.2, the vote appurtenant to such Unit shall be appropriately adjusted in accordance with the provisions of this Section without any increase or decrease in the total number of votes. The provisions of this Section shall be determinative in ascertaining the vote of the entire membership of the Association as herein provided.

6. AMENDMENT OF DECLARATION.

Except for amendments which Declarant is authorized and/or obligated elsewhere herein to make and except as may be elsewhere herein, including without limitation, Section 6.8, 8.1 and 8.2 or in the Condominium Act otherwise specifically provided, this Declaration may be amended only in the following manner.

6.1 Notice.

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

6.2 Proposal.

Amendments to this Declaration may be proposed by the Board of the Association by resolution adopted by a majority vote of the Directors present at any regular or special meeting of the Board at which a quorum is present or, in the alternative, by a written instrument signed by a majority of the Board, or by the owners of Units aggregating not less than one-tenth (1/10) of the aggregate vote of all the Units, whether by vote of such owners as members of the Association at a special or regular meeting of the members or by written instrument signed by them.

6.3 Adoption.

Any amendment to this Declaration so proposed by the Board or members of the Association shall be transmitted to the President of the Association or, in the absence of the President, to a Vice President or other acting chief executive officer, who shall thereupon call a special meeting of the Unit Owners in this Condominium to consider and vote upon such proposed amendment; provided, that a proposed amendment may be considered and voted upon at an annual meeting of the members of the Association if the next such meeting is to be held within the time hereafter limited and if notice of the proposed amendment shall be included in the notice of such meeting. The special or annual meeting, as the case may be, of the members shall be held not sooner than fourteen (14) days or later than sixty (60) days from the date of receipt by the Association of the proposed amendment. Notice of the meeting shall be in the form and shall be delivered and the meeting shall be called and held as provided for in the Bylaws of the Association; provided, that any member may, in writing signed by such member, waive notice of any such meeting in the manner provided for in the Bylaws of the Association and such waiver, when delivered to the Secretary of the Association for filing in its records, whether before, during or after such meeting shall be construed to be the equivalent of giving notice to such member. The proposed amendment may be adopted, and shall become effective, by and upon the affirmative vote at such meeting of the owners of Units aggregating not less than seventy-five percent (75%) of the aggregate votes of all of the Units; provided, that any amendment proposed may be adopted, without a formal meeting of the members, by an instrument executed and acknowledged with the formalities of a deed by the owners of Units aggregating not less than seventy-five percent (75%) of the aggregate votes of all of the Units.

6.4 Proviso.

Except as elsewhere permitted herein, no amendment shall:

- (1) Change any "Condominium Parcel" (as defined in the Condominium Act) unless the record owner thereof and the Institutional Mortgagees thereon shall join in the execution and acknowledgment of the amendment, or
- (2) Discriminate against any Unit Owner or against any Unit or any class or group of Units comprising part of the Condominium Property, unless the record owners of all affected Units and Institutional Mortgagees thereon shall join in the execution and acknowledgment of the amendment, or
- (3) Change the share of Common Elements appurtenant to any Unit or Units or the share of any Unit Owner in the Common Surplus, or increase the share of any Unit Owner(s) in the Common Expenses, unless the record owners of Units so affected and the Institutional Mortgagees thereon shall join in the execution and acknowledgment of such amendment, or
- (4) Make any change in Articles 10, 11 or 12 hereof unless the Institutional Mortgagees on Units shall join in the execution and acknowledgment of the amendment, or
- (5) Adversely affect the lien or priority of any previously recorded Mortgage to an Institutional Mortgagee; or

- (6) Change the rights and privileges of the Declarant without the Declarant's written approval; or
- (7) Alter any provision relating to the Stormwater Drainage System, beyond maintenance in its original condition, including the water management portions of the Common Elements, without the prior approval of the District.
- (8) So long as the Declarant has title to any Condominium Unit, no amendment to this Declaration shall be made to this Declaration or any exhibits thereto unless the Declarant shall consent in writing to the amendment, which consent may be withheld by the Declarant for any reason.
- (9) The right of the Declarant to amend this Declaration of Condominium as elsewhere provided herein shall not be abridged in any manner by this Article or any other article of this Declaration or exhibits thereto.
- (10) The condominium regime may not be merged with a successor condominium regime without prior written approval of Institutional Mortgagees.

6.5 Effective Date and Recording Evidence of Amendment.

An amendment, other than amendments made by the Declarant alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed in the form required for the execution of a deed. Amendments effected by the Declarant must be evidenced in writing and recorded, but a certificate of the Association is not required. An amendment of the Declaration is effective when it is recorded in the public records of the County.

6.6 Amendments by Declarant.

Notwithstanding any provision to the contrary set forth in this Article or elsewhere in this Declaration or in the Articles of Incorporation or Bylaws of the Association, the Declarant may amend this Declaration (i) in order to amend the documents as required by an Institutional Mortgagee, lending institution, public body, or title insurance company, (ii) in accordance with Sections 8.1, 14.2 and 14.4 without the consent or joinder of any Unit Owner or Institutional Mortgagee, or (iii) to submit additional property to the Condominium in its sole discretion by recording an amendment identifying said additional property ("Additional Property"). No consent of any Unit Owner or Institutional Mortgagee will be required with respect to any amendment by the Declarant if said amendment shall be made pursuant to this section, irrespective of the fact that said amendment shall affect the Unit Owners' percentage interest in the Common Elements and their voting representation. Declarant reserves to itself easements over such portions of the Condominium Property as shall be necessary for the purpose of providing means of Ingress and egress to the Additional Property and utilities for the benefit of the Additional Property or any portion thereof regardless of whether such Additional Property is submitted to the Condominium.

6.7 Amendment to Correct Omission or Error In Condominium Documents.

The Association, by the affirmative vote of a majority of the Owners of Units, may amend the Declaration for the purpose of correcting a defect, error or omission in this Declaration so long as such amendment does not materially or adversely affect the rights of owners or mortgagees.

6.8 Amendment to Combine or Divide Adjacent Unit.

As more fully provided in Section 8.2, Unit Owners may be permitted under specified conditions to combine or divide Units. Such combination or division shall be set forth in an amendment to the Declaration executed by the Unit Owner or Owners of the affected Unit(s).

7. MAINTENANCE, REPAIRS AND REPLACEMENTS.

Responsibility for maintenance, repairs and replacements of Condominium Property and property of Unit Owners located or situated within the Condominium shall be as follows:

7.1 Units.

Each Unit, and the personal property therein, fixtures, equipment and appliances comprising a part thereof, located therein, or exclusively serving the same shall be maintained, including without limitation, the air conditioning and/or heating equipment, as well as any lines or pipes used to provide nitrous oxide or compressed air to a Unit, and shall be kept in good repair and replaced by and at the expense of the Owner(s) thereof. All maintenance, repairs and/or replacements for which Unit Owners are responsible and obligated to perform, whether structural or nonstructural, ordinary or extraordinary, shall be performed promptly as the need arises.

7.2 Common Elements.

The Association shall be responsible for, and shall assess against and collect from all Unit Owners, the costs of maintaining, repairing, replacing and keeping in clean and orderly condition, all of the Common Elements except certain of the Limited Common Elements specified below. The Association shall, at the expense of all Unit Owners, repair any and all incidental damage to Units resulting from maintenance, repairs and/or replacements of or to Common Elements.

The Association shall be responsible for the maintenance, operation and repair of the Stormwater Drainage System as more specifically provided in Article 22 herein. Any repair or reconstruction of the Stormwater Drainage System shall be as permitted or, if modified, as approved by the District.

7.3 Limited Common Elements.

The responsibility for, and the cost of keeping clean and orderly condition and in good repair the Limited Common Elements which exclusively serve a Unit or a certain group of Units to the exclusion of other Units shall be borne by the Unit Owner or Unit Owners of the Unit or Units to which the same are appurtenant. The repair and maintenance of any Limited Common Elements which exclusively serve a group of Units, if any, if done by the Association, shall be paid for by the Unit Owners of the Units to which the Limited Common Elements are appurtenant. Notwithstanding the Unit Owners' obligations with respect to certain Limited Common Elements, any proceeds of insurance awards or payments under insurance carried by the Association for loss or damage to

such Limited Common Elements shall be applied against such repair or replacement to the extent that such award or payments exceed the deductible limits of such insurance.

7.4 Management.

The Board may enter into a contract with any firm, person, or corporation or may join with any other condominium associations and entities in contracting for the maintenance and repair or management of the Condominium Property. The Board may contract for and may delegate to the contractor or manager all the powers and duties of the Association, except such as are specifically required by this Declaration or by the Bylaws, to have the approval of the Board of Directors or the membership of the Association. The contractor or manager may be authorized to determine the budget, make assessments for common expenses and collect assessments as provided by this Declaration, Bylaws and exhibits to this Declaration.

7.5 Entry for Maintenance.

The Board, or the agents or employees of any management firm or the Association, shall be allowed entry into any Unit or Limited Common Elements for the purpose of maintenance, inspection, repair, replacement of the Improvements within the Units, Limited Common Elements, or the Common Elements or in case of emergency circumstances threatening Units, Limited Common Elements or the Common Elements, or to determine compliance with the provisions of this Declaration and the Bylaws of the Association. The liability for any damage done by the Board, agents or employees of any management firm or Association shall be assessed against the Unit Owner of the Unit being repaired, maintained or inspected unless such damage is created by the gross negligence or willful misconduct of the Board, agents or employees of any management firm or Association.

The Association shall have a perpetual non-exclusive easement over all areas of the Stormwater Drainage System for access to operate, maintain or repair the system. In addition, the Association shall have a perpetual non-exclusive easement for drainage over the entire Stormwater Drainage System. No person shall alter the drainage flow of the Stormwater Drainage System, including buffer areas or swales, without the prior written approval of the District.

7.6 Failure to Maintain.

In the event a Unit Owner fails to maintain his Unit or the Limited Common Elements which such Owner shares, as required herein, or makes any alterations or additions without the required consent, or otherwise violates or threatens to violate the provisions of this Declaration relevant to maintenance, alteration and repair, the Association shall have the right to levy an assessment against the Unit Owner and the Unit or a group of Unit Owners and Units, for such necessary sums or remove any unauthorized addition or alteration and to restore the property to good condition and repair. The Association shall have the further right to have its employees or agents or any subcontractors appointed by them enter a Unit at all reasonable time to do such work as is deemed necessary by the Board of the Association to enforce compliance with the provisions hereof.

8. ALTERATIONS OF AND IMPROVEMENTS TO UNITS AND COMMON ELEMENTS.

Neither a Unit Owner nor the Association shall make any alterations, Improvements or additions to Units, Common Elements, or Limited Common Elements except in compliance with the following conditions.

8.1 Declarant's Right to Alter.

Notwithstanding anything to the contrary herein, until the control of the Association is transferred to the Unit Owners, the Declarant shall have the right, without the vote or consent of the Association or Unit Owners, to (i) make alterations, additions or Improvements in, to and upon Units owned by the Declarant, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Declarant-owned Units; (iii) change the size and/or number of Declarant-owned Units by subdividing one or more Declarant-owned Units into two or more separate Units, combining separate Declarant-owned Units (including those resulting from such subdivision or otherwise) into one or more Units, or otherwise; and (iv) reapportion among the Declarant-owned Units affected by such change in size or number pursuant to the preceding clause their appurtenant interest in the Common Elements and share of the Common Surplus and Common Expenses; provided, however, that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses of any Units (other than Declarant-owned Units) shall not be changed by reasons thereof unless the Owners of such Units shall consent thereto and, provided further, that Declarant shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing. In making the above alterations, additions and Improvements, the Declarant may relocate and alter Common Elements adjacent to such Units, incorporate portions of such Common Elements into altered Units and/or create additional Common Elements from portions of altered Units, provided that such relocation and alteration does not materially or adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Declarant. Any amendments to this Declaration required by actions taken pursuant to this Article may be effected by the Declarant alone. Without limiting the generality of Section 6.4 hereof, the provisions of this Section may not be added to, amended or deleted without the prior written consent of the Declarant.

8.2 Unit Owner's Right to Alter.

Except as otherwise provided in Section 8.1, no Unit Owner shall make any addition, alteration or Improvements in or to the Common Elements or to his Unit or any Limited Common Element without the prior written consent of the Board. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an additional alteration or improvement in such Unit Owner's Unit or Limited Common Element within sixty (60) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The proposed additions, alterations, and Improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. The Board shall have the right, in its sole discretion, to consult with architects or engineers to review the proposed alterations or Improvements. The cost of such professional services shall be assessed to the Unit Owner making the request for such additions, alterations or Improvements. A Unit Owner making or causing to be made any such additions, alterations or Improvements agrees, and shall be deemed to have agreed, for such Owner, and such Owner's heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and all other Unit Owners harmless from any liability or damage to the Condominium

Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association, subject to the Board's right to perform appropriate maintenance upon the failure of the Unit Owner to do so as provided in Section 7.6.

Provided, however, in the event that a Unit Owner owns more than one Unit, such Unit Owner shall have the right to divide or combine Units owned by such Unit Owner or Owners so long as the common interest appurtenant to such Units after division or combination shall equal in total the common interest applicable to the Unit or Units divided or combined prior to the division or combination. Any such division or combination shall require the written consent of the Board and shall be in compliance with all governmental laws, ordinances and regulations all as more fully set forth above. The division or combination shall become effective upon the recording of an amendment to this Declaration executed by the Owners of the Units divided or combined, together with the filing of floor plans of the Units as divided or combined in accordance with governing laws, rules, and regulations.

In any litigation or other dispute related to or arising out of this Article, if the Association shall be the prevailing party, it shall be entitled to reimbursement of its costs incurred in said litigation or dispute, including, without limitation, reasonable attorneys' fees.

9. MANAGEMENT AGREEMENT.

9.1 Management Firm.

The Association, through its Board of Directors, may enter into a management agreement (the "Management Agreement") with a professional management firm ("Management Firm").

The Association may delegate to the Management Firm certain powers of the Association, not reserved to the Board of Directors under the provisions of the Condominium Act. Each Unit Owner and such Owner's heirs, personal representatives, successors, and assigns, as appropriate, shall be bound by the Management Agreement.

9.2 Interested Directors.

It is specifically recognized that some or all of the persons comprising the original Board are or may be stockholders, officers and Directors of the Management Firm, and that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate such Management Agreement, in whole or in part. Until the control of the Association is transferred to the Unit Owners, no Management Agreement may at any given time be for a term of more than one year.

10. INSURANCE.

10.1 Duty and Authority to Obtain and Required Coverage.

The Association shall obtain and keep in force at all times adequate insurance coverage as required under the Condominium Act. Such insurance shall include, but not be limited to, casualty insurance on that portion of the Buildings and Improvements for which the Association is responsible and public liability insurance insuring against any liability arising out of, or incident to, the ownership and use of the Common Elements. Any insurance shall exclude Unit Owner liability

coverage for claims arising in connection with that portion of the property used and occupied exclusively by a particular Unit Owner. All insurance obtained by the Association shall be purchased for the benefit of the Association and the Unit Owners and their mortgagees, and all policies of such insurance shall be deposited with and held by the Board of Directors of the Association; provided that a certificate evidencing a mortgagee endorsement shall be issued to the mortgagee of each Unit upon request.

The Board may also obtain director liability insurance insuring against personal loss for actions taken by members of the Board in the performance of their duties. Such insurance shall be of the type and amount determined by the Board, in its discretion. The Board shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The Board shall obtain and maintain workman's compensation insurance if and to the extent necessary to meet the requirements of law.

Each Unit Owner shall, at his/her/its own expense, obtain insurance coverage for all real and personal property located within the boundaries of the Owner's Unit which is excluded from the coverage provided by the Association set forth above. Each policy issued to an Owner shall be without rights of subrogation against the Association.

The Board shall review the limits, deductibles and coverage of all insurance annually.

10.2 Premiums.

Premiums for all insurance obtained and purchased by the Association shall be paid by the Association unless the use of a Unit results in an increase of insurance premium due to the high risk resulting from the use. In such event, such Unit Owner shall pay the difference in the premium resulting from the high risk nature of the risk use of the Unit. The cost of insurance premiums, and other incidental expenses incurred by the Association in administering and carrying out the provisions of this Article, shall be assessed against and collected from Unit Owners as a common expenses and maintenance fee.

10.3 Assured.

All policies of insurance obtained and purchased by the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their interests may appear. The Association is hereby constituted and appointed agent for all Unit Owners, with authority to negotiate and settle the value and extent of any and all losses covered under any policy of casualty insurance, and the Association is granted full right and authority to execute, in favor of any insurer, a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to Insured Property.

10.4 Insurer.

All persons beneficially interested in the insurance coverage obtained, purchased and maintained by the Association, including without limitation Unit Owner(s) and Mortgagees shall be bound by the Association's selection of its insurer(s) and the amount of insurance coverage carried and kept in force by the Association.

11. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

Whether, and the manner in which, any or all of the Condominium Property which is damaged or destroyed by casualty shall be repaired, reconstructed or replaced shall be determined as follows:

11.1 Insured Property.

If the Insured Property is damaged or destroyed, repair or reconstruction thereof, or termination of the Condominium, shall be in accordance with the following:

(1) Total Destruction of the Insured Property.

If seventy-five (75%) or more of the Insured Property is destroyed or so damaged that no Units therein are habitable, the Building(s) and none of the Improvements comprising Common Elements thereof shall not be reconstructed, and the Condominium shall be terminated unless the Owners of Units to which seventy-five (75%) percent of the Common Elements are appurtenant agree in writing, within sixty (60) days after the date of such destruction, to reconstruct the same and/or unless any policy or policies of casualty insurance covering the same shall require reconstruction thereunder, and in either case so long as the then applicable zoning and other regulatory laws and ordinances shall allow the same to be reconstructed.

(2) Partial Damage to Insured Property.

If less than seventy-five (75%) percent of the Insured Property is damaged or destroyed, then the Common Elements and/or Units shall be repaired or reconstructed so that the Units and Common Elements shall be restored to substantially the same condition as existed prior to such damage or destruction, unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere herein provided that the Condominium shall be terminated.

(3) Damage to Common Elements.

Damaged or destroyed Improvements constituting part of the Common Elements and Limited Common Elements shall be repaired, reconstructed and/or replaced. However, in the event of total destruction of the Units, or, by agreement after partial destruction, the Condominium shall be terminated.

(4) Responsibility for Damage to Units Only.

If the damage or destruction shall be limited only to one or more Units for which the responsibility of maintenance and repair is that of the affected Unit Owners, then such Unit Owners shall be responsible for carrying out the repair or reconstruction thereof. In all other instances of damage or destruction, the Association shall be responsible for carrying out the repair and reconstruction thereof.

11.2 Plans and Specifications.

Repair or reconstruction of Condominium Property shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed, provided that

the Board may authorize reasonable variations from the original plans and specifications as may appear to them to be necessary or desirable.

11.3 Construction Funds.

All funds for the payment of repair and reconstruction costs, consisting of insurance proceeds and/or funds collected by the Association from Unit Owners shall be deposited in a separate construction account and shall be disbursed on account of payment of the costs of reconstruction and repair. If the amount of estimated costs of reconstruction and repair which is the Association's responsibility is more than \$100,000, the Association shall employ an architect, engineer, building contractor or other qualified person licensed to practice in Florida to supervise such construction.

It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in the 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 in the manner elsewhere herein stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

12. ARCHITECTURAL APPROVAL PRIOR TO CONSTRUCTION OR ALTERATION.

12.1 Architectural Standards.

Except as provided herein, no Owner may make any encroachment onto the Common Elements or Limited Common Elements, or make any exterior change, alteration, or construction (including painting and landscaping), nor erect, place or post any object, sign, antenna, light, storm door or window, artificial vegetation, exterior sculpture, fountain, flag, or thing on the exterior of the Buildings, in any windows, on any Limited Common Elements, or any other Common Elements, without first obtaining the written approval of the Board of Directors. The standard for approval of such Improvements shall include, but not be limited to, aesthetic consideration, materials to be used, harmony with the external design of the existing Buildings and the location in relation to surrounding structures and topography. The provisions of this Article shall not apply to activities of the Declarant in connection with the original construction of the Condominium and sale of Units. Applications for approval of any architectural modification shall be in writing and shall provide such information as the Board of Directors may reasonably require. The Board of Directors shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction which is not in conformance with approved plans. The Board of Directors may publish written architectural standards for exterior alterations or additions, and any request in substantial compliance therewith shall be approved; provided, however, each such requested change shall be in harmony with the external design of the existing Buildings and Units and the location in relation to surrounding structures and topography. The Board of Directors may allow such encroachments on the Common Elements and Limited Common Elements as it deems acceptable. In the event that the Board of Directors fails to approve or to disapprove such application within forty-five (45) days after the application has been made and all information the Board of Directors may reasonably require has been submitted, its approval will not be required and the owner shall be deemed to have complied with this Article; provided, however, even if the requirements of this Article are satisfied, nothing herein shall authorize anyone

to construct or maintain any structure or improvement that is otherwise in violation of the Declaration, the Bylaws, or the rules and regulations.

12.2 Condition of Approval.

As a condition of approval for a requested architectural change, modification, addition, or alteration, an Owner shall assume all responsibilities for maintenance, repair, replacement and insurance of such change, modification, addition, or alteration.

12.3 Limitation of Liability.

Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and neither the Declarant nor the Board of Directors shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, nor the Association, nor the Board of Directors shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction or modifications to any Common Elements or Unit.

12.4 No Waiver of Future Approvals.

Each Owner acknowledges that the members of the Board of Directors will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. The approval of the Board of Directors of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

12.5 Enforcement.

Any construction, alteration, or other work done in violation of this Article shall be deemed to be nonconforming. Any exterior change, alteration, or construction (including painting and landscaping) made by an Owner in violation of this Declaration shall be at such Owner's sole risk and expense. The Board may require that such Owner remove the change, alteration, or construction and restore the Condominium to its original condition, or it may require that the change, alteration or construction remain without reimbursement to the Owner for any expense incurred in making the change, alteration or construction. Should an Owner fail to remove and restore as required hereunder the Association shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. All costs thereof, including reasonable attorneys' fees, may be assessed against the Owner's Unit and collected as an assessment pursuant to this Declaration. In addition to the foregoing, the Board of Directors shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Article and its decisions.

13. USE RESTRICTIONS.

In order to provide for mutually beneficial occupancy of the Condominium Property and for the protection of the value of the Units, the use of the Condominium Property and Units shall be in accordance with the following provisions so long as the Property is subject to the Declaration:

13.1 General.

Each Owner shall be responsible for ensuring that the Owner's invitees, guests, and Occupants comply with all provisions of the Condominium Documents and the rules and regulations of the Association. Furthermore, each Owner and Occupant shall always observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's invitees, guests or Occupants, as a result of such Person's violation of the Condominium Documents, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's invitees, guests or Occupants.

13.2 Subdivision of Units and Outbuildings.

Except as provided in Section 14.2 hereof, no Unit may be subdivided into a smaller Unit. No structure of a temporary character, trailer, tent, shack, carport, garage, barn or other outbuilding shall be erected or used by any Owner on any portion of the Condominium, at any time, either temporarily or permanently, without the written consent of the Board.

13.3 Use of Units.

Units shall be used for commercial purposes in conformance with the requirements set forth in the Johns Creek Planned Unit Development approved under the County Ordinance No. 99-28, as amended. Residential use of a Unit is prohibited.

13.4 Prohibition of Waste.

No damage to or waste of the Common Elements or of a common service paid for as a Common Expense shall be permitted by any Owner. Each Owner shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or waste caused by such Owner, guests, invitees, or occupants of the Unit.

13.5 Parking.

Subject to any restrictions in the Master Declaration and the approval of the Declarant, the Board may elect to assign parking spaces to individual Units on a non-discriminatory basis or to publish other rules and regulations regarding the parking of vehicles in the Condominium Property. If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Unit, is parked in a driveway, is obstructing the flow of traffic, is parked on any landscaped area, is parked in a space which has been assigned for use by another Unit, or creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed in accordance with this provision, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board of Directors may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

13.6 Signs.

Except as may be required by legal proceedings and subject to the restrictions set forth in the Master Declaration, no signs, advertising posters or billboards of any kind shall be erected, placed, or permitted to remain on the Condominium Property without the prior written consent of the Board, except that (i) one professional security sign not to exceed six (6) inches by six (6) inches in size may be displayed from within a Unit and one professionally lettered "For Rent" or "For Sale" sign not to exceed two feet (2') by two feet (2') in size may be displayed in connection with a Unit being offered for sale or for lease, and (ii) identification sign which may be displayed on the exterior of each Unit, provided such sign and display thereof shall be approved by the Board. All signs shall be in compliance with applicable sign ordinances and each Unit Owner is responsible for ensuring compliance with the sign ordinance with respect to any sign it places upon the Condominium Property. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association. Notwithstanding these restrictions, the Board shall have the right to enact reasonable rules and regulations governing the general placement of signs on the Condominium. The foregoing restrictions on signs shall not apply to signs erected by the Declarant.

13.7 Rubbish, Trash, and Garbage.

All rubbish, trash, and garbage shall be regularly removed from each Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Elements or Limited Common Elements, temporarily or otherwise, except as may be allowed by the Board of Directors (it being understood that the Board of Directors may permit a container for waste disposal to be located and maintained on an area of the Common Elements).

13.8 Antennae.

No aerial, antennae, satellite dish or similar device shall be placed or erected upon any Unit without the written consent of the Board.

13.9 Artificial Vegetation.

No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of the Unit or any Limited Common Element without the written consent of the Board.

13.10 Nuisances.

Nothing shall be done or maintained on any Unit or the Common Elements or any Limited Common Element which may become an annoyance, disturbance or nuisance to the occupants of other Units or endangers the health of other Owners or occupants of Units which, in the sole discretion of the Board, constitutes a nuisance. Noxious, destructive or offensive activity shall not be carried on upon the Condominium Property. Any activity which interferes with television, cable or radio reception of another Unit shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance or other prohibited activity hereunder, such dispute or questions shall be submitted to the Board and the written decision of the Board shall be dispositive of such dispute or question.

13.11 Insurance.

No use shall be made of any Unit or of the Common Elements or Limited Common Elements nor shall anything be stored thereon which will increase the rate of insurance upon the Condominium Property or otherwise increase the Common Expense without the prior consent of the Board. All additional costs arising from the use of the Unit shall be a special assessment against such Unit and the Unit Owner. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in cancellation of insurance on any Unit or any part of the Common Elements, or which will be in violation of any law, statute, rule, ordinance, regulation, permit or other requirement of any governmental authority.

13.12 Common Elements.

The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units. There shall be no obstruction or alteration of, nor shall anything be altered or constructed in, or removed from, the Common Elements or Limited Common Elements without the prior written consent of the Board.

13.13 Lawful Use.

No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof and all valid laws, zoning ordinances and regulation of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium Property shall be the same as is elsewhere herein specified.

13.14 Leasing.

There are no restrictions on the leasing of Units except that any lease shall provide that the Tenant thereunder shall be subject to the terms and conditions of this Declaration and the Master Declaration.

13.15 Exterior Improvements: Landscaping.

Except for signage as permitted in Section 13.6, without the prior written consent of the Board, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors or windows of the Building (including, but not limited to, awning, signs, storm shutter, screen, furniture, fixtures and equipment). No Unit Owner shall be permitted to plant or permit to remain any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit without the prior written consent of the Board.

13.16 Regulations.

Reasonable regulations and rules concerning the use of the Condominium Property may be promulgated, modified or amended from time to time by the Board; provided, however, that all such rules and regulation not in effect at the time of recording this Declaration and modifications or amendments thereto shall be approved by not less than fifty-one percent (51%) of the members of the Association then entitled to vote before the same shall become effective. Members not present

at meetings considering such regulations and amendments thereto shall be furnished by the Association copies of the minutes of the meetings and any newly adopted rules upon request.

13.17 Enforcement.

The Association shall have the right to enforce all the restrictions set forth in this Article and the Declaration in any manner it deems necessary including without limitation, injunctions, suit for damages, or fines.

14. RESERVED RIGHTS OF DECLARANT.

In addition to various rights reserved by the Declarant elsewhere provided in this Declaration, the Declarant reserves the following rights:

14.1 Declarant's Use of Units.

Until Declarant has completed and conveyed all of the Units, neither Unit Owners nor the Association shall interfere with the completion of the proposed Improvements and the sale of the Units. Declarant 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, the showing of the Unit and the display of signs.

14.2 Changes to Boundaries and Unit Dimensions.

Until control of the Association is transferred to the Unit Owners, the Declarant reserves the right to change the boundaries of Common Elements, the interior design and arrangement of all Units and to alter the boundaries between Units so long as Declarant owns the Units so altered. Provided, however, if a Unit to be changed abuts the Common Elements where the boundaries are to be changed, the Declarant shall own such Unit. The Declarant reserves the right to further subdivide the Units owned by the Declarant into more than one Unit. If more than one Unit is altered, the Declarant shall apportion between the Units, the shares in the Common Elements and Common Expenses appurtenant to the Units altered. An amendment of this Declaration reflecting such authorized alteration of the Unit or Common Elements by Declarant need be signed and acknowledged only by the Declarant, and need not be approved by the Association, Unit Owner, lienors or mortgagees of any Units or interests therein. In each event, all assessments, voting rights and a share of the Common Elements shall be calculated as if such Units were as originally designated on the Exhibits attached to this Declaration, notwithstanding the fact that several Units are used as one.

14.3 Easement Right of Declarant.

(1) Roads

Declarant hereby reserves for itself and its designees, an easement over the Condominium Property as it may deem necessary for preserving, maintaining or improving the common roadways.

(2) Declarant's Easement to Correct Drainage

For a period of five (5) years from the date of conveyance of the first Unit, the Declarant reserves for itself and its designees and easement and right on, over and under the ground within the Condominium Property to maintain and to correct drainage of surface water and other erosion controls in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any tree, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected Condominium Property to its original condition as nearly as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected owners, unless in the opinion of the Declarant an emergency exists which precludes such notice. The rights granted hereunder may be exercised at the sole opinion of Declarant and shall not be construed to obligate Declarant to take any affirmative action in connection therewith.

(3) Construction Easement

Declarant reserves for itself, its nominees, designees, successors and assignees, an easement over an across the Condominium Property as may be reasonably necessary in connection with the construction of Improvements within adjacent property. Such easement shall include, but not be limited to, an easement for the use of necessary and usual equipment in connection with such construction activity, together with the usual and common noise level created by such construction activity.

14.4 Right to Amend.

The Declarant, so long as it owns Units to which more than twenty-five (25%) percent of the Common Elements are appurtenant, reserves the right at any time to amend the Declaration for any reason, including, but not limited to, correcting a defect, error or omission in the Declaration, provided, however, the same shall not materially adversely affect any Unit not owned by the Declarant. In addition, the Declarant reserves the right to amend the Declaration as provided in Section 6.6 hereof. Any such amendment need only be executed and acknowledged by the Declarant and shall not require the joinder or consent of any other Unit Owner or Institutional Mortgagee.

14.5 Rights of Declarant to Sell or Lease Units.

So long as Declarant, or any mortgagee succeeding Declarant in title, shall own any Unit, it shall have the absolute right to lease or sell any such Unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interests.

14.6 Additional Easements Reserved.

The real property submitted to condominium ownership herewith is subject to conditions, limitations, restrictions, and reservations which are a matter of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, and easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by the Declarant for the benefit of such persons as the Declarant designates. The Declarant shall have the right to grant such easements over and upon the Condominium Property and designate the beneficiary thereof until such time as Declarant transfers control of the Association to the Unit Owner. Thereafter the Association shall be empowered to grant such easements on behalf of its members. During the period of time that Declarant has the right to grant

the foregoing easement, the consent and approval of the Association and its members shall not be required. The right to grant the foregoing easements shall be subject to the requirement that the easements not structurally weaken the Building(s) and Improvements upon the Condominium Property nor unreasonably interfere with the enjoyment of the Condominium Property by Unit Owners.

15. COMPLIANCE AND DEFAULT.

Each Unit owner shall be governed by and shall comply with the terms of the Master Declaration, the Declaration of Condominium, the Articles of Incorporation and Bylaws of the Association, and any and all regulations adopted pursuant thereto, as they may be amended from time to time in accordance with and subject to the terms and provisions of such instruments. Failure of the Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act:

15.1 Negligence.

A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of his guests, employees, agents, lessees or other invitee, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements.

15.2 Compliance.

In the event a Unit Owner or occupant fails to maintain a Unit or the Limited Common Elements appurtenant to the Unit, or fails to cause such Unit or Limited Common Elements to be maintained, or fails to observe and perform all applicable provisions of this Declaration, the Bylaws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in court of equity to require performance and/or compliance, to sue in a court of law for damages, to suspend voting right in Association matters or use rights, to assess the Unit Owner and the Unit for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance and to collect such sums as Assessments and have a lien therefor as elsewhere provided. In addition, the Association shall have the right, for itself and its employees and agents, to enter the Unit and perform the necessary work to enforce compliance with the above provisions (by force, if necessary), without having committed a trespass or incurred any other liability to the Unit Owner.

In addition to or instead of the above the Association shall have the right to levy fines against Unit Owners for any violation of the Declaration and/or any rules or regulation established by the Association.

15.3 Costs and Attorneys' Fees.

In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, the Articles of Incorporation and Bylaws of the Association, or any and all regulation applicable to such Owner as they may be amended from time to time, the prevailing party

shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

15.4 No Waiver of Rights.

The failure of the Association, the Declarant, or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, the Master Declaration, this Declaration, the Articles of Incorporation and Bylaws of the Association, or the rules and regulation adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

16. ASSESSMENTS: LIABILITY AND DETERMINATION.

The Association has been granted the right to make, levy and collect assessments against all Unit Owners and Units to provide the funds necessary for proper operation and management of the Condominium. The following provisions shall govern the making, levying and collecting of such assessments and the payment of the costs and expenses of operating and managing the Condominium by the Association.

16.1 Liability for Assessments.

Assessments by the Association against each Unit Owner shall be computed by dividing the total budget for the Condominium by such Unit's undivided share in the Common Elements, as the same is determined in accordance with the provisions of Section 4.1(1) hereof. The Condominium budget shall be established in accordance with the procedures more fully set forth in the Bylaws.

Should the Association become the owner of any Unit(s), the assessment which would otherwise be due and payable to the Association by the owner(s) of such Unit(s), reduced by an amount of income which may be derived from the leasing of such Unit(s) by the Association, shall be apportioned and the assessment therefor levied on prorated basis among the owners of all Units which are not owned by the Association, based upon their proportionate interests in the Common Elements exclusive of the interest therein appurtenant to any Unit or Units owned by the Association.

The owner(s) of each Unit shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, regular or special, fines on such delinquent assessments or installments thereof as above provided, and for all costs of collecting the assessments and interest thereon, including a reasonable attorney's fee, whether suit be brought or not, levied or otherwise coming due while such person(s) or entity own(s) a Unit.

No owner of a Unit may exempt himself from liability for any assessment levied against such owner and his Unit by waiver of the use or enjoyment of any of the Common Elements, or by abandonment of the Unit, or in any other manner.

16.2 Time for Payment.

Subject to the provisions of Section 17.6 of this Declaration, the assessment levied against the owner of each Unit shall be payable monthly on the first day of each month or in such other installments and at such other time as shall from time to time be fixed by the Board. Assessments shall commence on the date of conveyance of the first Unit to a purchaser other than Declarant.

16.3 Annual Budget.

The Board shall establish an Annual Budget in advance for each fiscal year which shall estimate all expenses for the forthcoming fiscal year required for the proper operation, management and maintenance of the condominium, including, when deemed necessary or advisable by the Board, a reasonable allowance for contingencies and reserves.

16.4 Reserve Fund.

The Board, in establishing each Annual Budget, shall include therein a sum to be collected and maintained as a reserve fund for the capital expenditures, deferred maintenance and replacement of Common Elements and personal property held for the joint use and benefit of the Unit Owners. The amount to be reserved shall be determined by the Board of Directors or as may be required under the provisions of the Condominium Act and may be deleted by a vote of the statutory requisite percentage of Unit Owners.

16.5 General Operating Reserve.

The Board, when establishing each Annual Budget, may, when deemed necessary or desirable, include therein a sum to be collected and maintained as a general operating reserve to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by owners of Units, as a result of emergencies or for other reason placing financial stress upon the Association. The annual amount allocated to such operating reserve and collected therefor shall not exceed five percent (5%) of the current annual assessment levied against the owners of all Units. Upon accrual in the operating reserve of an amount equal to but not exceeding twenty-five percent (25%) of the current annual assessment, no further payments shall be collected from the Unit Owners as a contribution to such operating reserve, unless it shall be reduced below the twenty-five percent (25%) level, in which event, the annual assessment against each Unit Owner and/or Unit shall be increased to restore the operating reserve to an amount which will equal but not exceed twenty-five percent (25%) of the current annual amount of said assessment.

16.6 Basis of Assessment.

The annual assessment shall be levied annually by the Board of Directors commencing on January 1 of each calendar year. The Board of Directors, by majority vote, shall fix the annual assessment in accordance with the provisions of this Section at a level as may be necessary or desirable to meet the functions and services of the Association, and any of the authorized functions of the Association undertaken by the Association and the anticipated expenditures as reflected in the budget as established by the Board on an annual basis. If the Board of Directors shall determine that the functions and services of the Association or any of the authorized functions of the Association undertaken by the Association cannot be funded by the assessment established for the year, the Board may, by majority vote, levy a supplemental assessment. If in any year the annual assessment as established by the Board of Directors is in excess of one hundred and fifteen percent (115%) of the prior year, the Members holding in the aggregate ten percent (10%) of the aggregate vote of the Members (other than the Declarant until such time as the Unit Owners other than the Declarant shall be entitled to elect a majority of the members of the Board of Directors) may request a special meeting at which the annual assessment and the budget upon which it is based shall be

reviewed. The Board of Directors shall call the special meeting within thirty (30) days, upon not less than ten (10) days written notice to each Member. At the special meeting, the Members shall consider and enact an annual assessment. In determining whether annual assessments exceed one hundred and fifteen percent (115%) of annual assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, expenses of the Association which are not anticipated to be incurred on a regular or annual basis or which result from the initiation of new services pursuant to the authorized functions of the Association pursuant to the Articles or special assessments for Improvements and additions pursuant to Section 16.3 by the fractional share of the Common Expenses calculated as set forth in Section 4.1(a) with the resulting amount constituting the Unit Assessment for that year.

16.7 Special Assessments for Improvements and Additions.

In addition to the regular annual assessment authorized by Section 16.6 hereof; the Board of Directors may levy special assessments for the following purposes:

- (1) construction or reconstruction, repair or replacement of capital Improvements upon the Condominium Property including the necessary fixtures, landscaping and personal property related thereto;
- (2) for additions to the Condominium Property;
- (3) to provide for the necessary facilities and equipment to offer the services authorized herein;
- (4) to repay any loan made to the Association to enable it to perform the duties and functions authorized herein whether such loan shall be made in the year of such assessment or any prior year;
- (5) against specified Units for the payments of fines or expenses incurred due to the failure of Owners to properly maintain their Units.

Before being charged special assessments [except those described in subparagraph (5)], such special assessment must have received the consent of a majority of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose; provided, however, that there shall be no limitation upon a special assessment levied for the purpose of emergency repairs required as a result of storm, fire and natural disaster or other casualty loss or major rehabilitation or repair which may be necessary in the sole discretion of the Board of Directors, and such decision of the Board shall be sufficient to levy such an assessment. The proportion of each special assessment to be paid by the Members hereof shall be equal to their respective proportions of the regular annual assessments made for the year during which such special assessments are approved by the Members. The special assessments described in subparagraph (5) shall be approved by the majority of the Board after giving written notice to the Unit Owner of the basis of such special assessment and Board's intent to assess the Unit and the Unit Owner.

16.8 Use of Association Funds.

All money and assessments collected by the Association shall be treated as the separate property of the Association. Such moneys may be applied by the Association to the payment of any

expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles, and Bylaws, including the maintenance and repair of the surface water or Stormwater Drainage System, including but not limited to work within retention areas, drainage structures and drainage easements. As the moneys for Assessments are paid to the Association by any Unit Owner, the same may be co-mingled with moneys paid to the Association by the other owners of Units. Although all funds and other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of Common Elements, including, without limitation, Common Surplus, shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein except as an appurtenance to his or her Unit.

16.9 Delinquency or Default.

The payment of any assessment or installment thereof due to the Association shall be in default if not paid to the Association on or before the due date thereof. If any assessment or installment is not paid within ten (10) days of the due date, the Owner and the Unit shall be assessed an automatic administrative late fee of the greater of \$25.00 or 5% of the late assessment or installment, plus interest calculated at the highest rate permitted by law commencing from the due date until paid. Any payment received by the Association shall be applied first to any accrued interest, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection and then to the delinquent assessment, regardless of any restrictive endorsement, designation or instruction placed on or accompanying a payment.

17. ASSESSMENTS: LIEN AND ENFORCEMENT.

17.1 Lien for Assessment.

The Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in Common Elements or Limited Common Elements subordinate to prior bona fide liens of record, which lien shall and does secure the moneys due for all: (1) assessments both monthly and special levied against the owner(s) of and each Unit, including maintenance, fees, and (2) fines, if any, which may become due on delinquent assessments owing to the Association, and (3) interest at the highest lawful rate per annum on the unpaid assessments as herein provided, and (4) costs and expenses, including a reasonable attorneys' fee, filing fees and court costs which may be incurred by the Association in collecting and enforcing its lien upon the Unit and its appurtenances. The lien granted to the Association may be established and foreclosed in the Circuit Court in and for the County. Any such enforcement shall be in accordance with the requirements of the Act. The Association may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien as provided in the Act.

In any suit for the foreclosure of the lien, if permitted by law, the Association shall be entitled to rental from the owner of any Unit from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a Receiver for the Unit. The rental required to be paid shall be equal to the rental charged on comparable types of Units in the County. If permitted by law, the lien of the Association shall also secure all advances for taxes, and payments on account of superior mortgages, liens or encumbrances made by the Association to preserve and protect its lien, together with interest at the highest rate permitted by law on all such advances made for such purpose.

17.2 Recording and Priority of Lien.

Except as otherwise provided herein, the lien of the Association shall be effective from and relate back to the recording of this Declaration in the County's public records. As to first mortgagees of record prior to the recording of this Declaration, the lien of the Association is effective from and after the recording in the public records of the County a claim of lien executed and acknowledged by an officer or authorized agent of the Association and stating the description of the Unit encumbered thereby, the name of the record owner, the name and address of the Association, the amount and the date when due. The claim of lien shall be effective for a period of one year from the date of its recording, unless within that one year period, an action to enforce the lien is commenced by the Association. In addition, the 1-year period shall automatically be extended for any length of time during which the Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the Unit Owner or any other person claiming an interest in the Unit. The claim of lien shall secure all unpaid assessments which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien. The lien of the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording the Association's claim of lien, except that, if permitted by law, the lien of the Association for tax or special assessment advances made by the Association where any taxing authority having jurisdiction levies any tax or special assessment against the Condominium as an entirety instead of levying the same against each Unit and its appurtenant undivided interests in Common Elements, shall be prior to lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to the Association's claim of lien therefor, and the Association's claim of lien for collection of such portion of any tax or special assessment shall specifically designate that the same secures an assessment levied pursuant to this Declaration.

17.3 Effect of Foreclosure or Judicial Sale.

In the event that any person, firm or corporation shall acquire title to any interest in a Unit and its appurtenant undivided interest in Common Elements by virtue of any foreclosure, deed in lieu of foreclosure, or judicial sale, the liability of such person, firm or corporation so acquiring title for unpaid assessments that became due and payable for the Unit and its appurtenant undivided interest in Common Elements prior to the date of acquisition of such title is limited to the lesser of: (i) the Unit's unpaid common expenses and regular periodic assessments which accrued or came due during the 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 of the original mortgage debt. The provisions of this paragraph shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee. In the event of the acquisition of title to a Unit by foreclosure, deed in lieu of foreclosure, or judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all Units as part of the Common Expense, although nothing herein contained shall be construed as releasing the party personally liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

17.4 Effect of Voluntary Transfer.

When the owner of any Unit proposes to sell or mortgage the same in compliance with other provisions of this Declaration, the Association, upon written request of the Unit Owner, shall furnish to the proposed purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the owner of such Unit. Such statement shall be executed by any officer of the Association and any purchaser or mortgagee may rely upon such statement in concluding the proposed purchase or mortgage transaction, and the Association shall be bound by such statement.

In the event that a Unit is to be sold or mortgaged at the time when payment of any assessment against the owner of the Unit is due to the Association shall be in default (whether or not a claim of Lien has been recorded by the Association) then the proceeds of such sale or mortgage proceeds, as the case may be, shall be applied by the purchaser or mortgagee first to payment of any then delinquent assessment or installment thereof due to the Association before payment of the balance of such proceeds of sale or mortgage to the owner of the Unit responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

17.5 No Election of Remedies.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent it from thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

17.6 Declarant's Liability for Assessment.

Declarant hereby guarantees commencing at the closing of the first purchase and sale of a Unit and ending at the end of the first full fiscal year of the Association, that the monthly assessment due and payable to the Owners Association for Common Expense shall not exceed the amount set forth in the Estimated Operating Budget for this Condominium. In exchange for the guarantee of the assessment amount as aforesaid the Declarant shall be relieved from any obligation to pay monthly assessments on the Units it owns during the period of the guarantee, provided, however, the Declarant shall be obligated to pay any Common Expense incurred during the period of the guarantee which exceeds the amount produced by assessments required to be paid to the Association by other Unit Owners. After the expiration of the aforementioned period, and for each Unit owned by the Declarant and occupied by its employee, agent, lessee or guest, the Declarant shall be assessed and pay the Owners Association the percentage of the Common Expenses per month allocable to the Units so owned by Declarant.

17.7 Possession of Unit.

Any person who acquires an interest in a Unit (except Institutional Mortgagees) through foreclosure of a first mortgage of record (or deed in lieu thereof) including, without limitation, persons acquiring title by operation of law, shall not be entitled to occupancy of the Unit nor enjoyment of the Common Elements, until such time as all unpaid assessments and other charges due and owing by the former Owner if any, have been paid.

18. REGISTRY OF OWNERS AND MORTGAGEES.

The Association shall maintain a register of the names of the owners of all Units. Upon the transfer of title to any Unit, the transferee shall notify the Association in writing of his interest in such Unit together with recording information identifying the instrument by which such transferee acquired his interest in the Unit. The owner of each Unit encumbered by a mortgage shall notify the Association of the name and address of the mortgagee, the amount of such mortgage, or mortgages, and the recording information identifying the same. The holder of any mortgage encumbering a Unit may notify the Association of any such mortgage, and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

19. TERMINATION.

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

19.1 Destruction.

In the event it is determined, in the manner elsewhere herein provided, that the Improvements shall not be reconstructed because of total destruction or major damage, the condominium plan of ownership will be thereby terminated without agreement.

19.2 Agreement.

The Condominium may be terminated at any time by the approval in writing of all of the owners of the Condominium, and by all record owners of mortgages upon Units therein owned by Institutional Lenders and other mortgagees approved by the Association. If the termination of the Condominium is proposed at a duly noticed meeting of the members of the Association, the notice of which meeting specifically includes a description of the proposed termination, and provided that at such meeting or within 30 days thereof, the approval of: (i) the owners of seventy-five percent interest in the Common Elements (the "approving owners") and (ii) all of the record owners of mortgages upon Units within the Condominium, that are owned by Institutional Lenders or other mortgagees approved by the Association is obtained, then the approving owners shall have an option to buy all of the Units owned by the owners other than the approving owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

(1) Exercise of Option.

The option shall be exercised by delivering or mailing by certified 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 agree to purchase all of the Units owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his or her purchaser.

(2) Price.

The sale price for each Unit shall be the fair market value determined by agreement between the seller and 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. However, the arbitrators shall be two appraisers appointed by the American Arbitration Association and shall base their determination upon an average of their appraisals of the Unit. Further, 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.

(3) Payment.

The purchase price shall be paid in full in cash or shall include assumption of any existing mortgage financing plus cash.

(4) Closing.

The sale shall be closed within ten (10) days following the determination of the sale price.

19.3 Certificate.

The 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 as to facts effecting the termination, which certificate shall become effective upon being recorded in public records of the County.

19.4 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, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to the termination as calculated pursuant to Section 4.1(a).

19.5 Amendment.

This Article cannot be amended without the consent of all Unit Owners and of all owners of mortgages required to approve termination by agreement.

20. CONDEMNATION.

20.1 General.

Whenever all or any part of: the Condominium Property shall be taken by any authority having the power of condemnation or eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited by law. Unless otherwise provided by law at the time of such taking, any award made therefor shall be disbursed by the Association as hereinafter provided in this Article.

20.2 Units.

If the taking includes one or more Units, or any part or parts thereof, whether or not there is included in the taking any part of the Common Elements, then the award shall be disbursed as provided by law. All related matters including without limitation alteration of the percentages of undivided interest of the Owners in the Common Elements, shall be handled pursuant to and in accordance with the consent of Owners as required by this Declaration for such lesser number of Owners as may then be prescribed by the Condominium Act for the purpose of altering the percentages of undivided interest of the owners in the Common Elements) expressed in a duly recorded amendment to this Declaration. In the event that such an amendment shall not be recorded within ninety (90) days after such taking, then such taking shall be deemed to be and shall be treated as damage or destruction which shall not be repaired or reconstructed as provided for in Article 11, whereupon the development may be terminated in the manner herein prescribed.

20.3 Common Elements.

If part of the Common Elements is acquired by eminent domain, the award shall be paid to the Association. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit Owners in proportion to their respective Common Element interests before the taking, but the portion of the award attributable to the acquisition of a Limited Common Element shall be equally divided among the Owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

21. STORMWATER DRAINAGE SYSTEM.

21.1 General. The Stormwater Drainage System serves the Condominium Property as well as additional property as described in the Master Declaration and that certain Non-Exclusive Drainage Easement dated December 31, 2003, between Johns Creek, LLC and Regency Realty Group, Inc., and recorded in Official Records Book 2121, page 1732, in the County's public records, as such agreement has been amended (the "Drainage Agreement"). The terms of the Drainage Agreement are expressly incorporated in this Declaration. The Master Declaration obligates Declarant to perform various duties with respect to the Stormwater Drainage System. Pursuant to Section 11.08 of the Master Declaration, Declarant hereby assigns and the Association hereby assumes all such rights, obligations and duties with respect to the Stormwater Drainage System. Such duties are set forth in more detail in this Article 22.

21.2 Maintenance. The Association shall be responsible for the maintenance, operation, and repair of the Stormwater Drainage System. Such maintenance shall include but not be limited to water quality maintenance, mowing, trimming, plant replacement, repair and replacement of drainage and irrigation components, lake bank and bulkhead maintenance and the exercise of practices which allow the Stormwater Drainage System to provide drainage, water storage,

conveyance, or other capabilities in accordance with all the permits, statutes, rules, and regulations pertaining to surface water 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 Drainage System and the bottoms of the retention lake 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 to prevent erosion, and remove trash and debris as it may accumulate in the Stormwater Drainage System, from time to time. Any repair or reconstruction of the Stormwater Drainage System shall be consistent with the Permit as originally issued or any modification that may be approved by the District.

21.3 Improvements. No docks, bulkheads, or other structures, permanent or temporary, shall be constructed on, over, or under any portion of the Stormwater Drainage System without the Association's prior written consent, which consent or approval may be withheld for any reason. Any improvements to the Stormwater Drainage System permitted by the Association and installed by the Owner shall be maintained by such Owner in accordance with the maintenance provisions of this Declaration. All improvements to the Stormwater Drainage System may also require the prior written approval of the District. After receiving the Association's approval, the Owner shall be solely liable for obtaining all governmental permits necessary or convenient to construct such improvements.

21.4 Use and Access. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any portion of the Stormwater Drainage System, and shall have the right to deny such use to any person who, in the Association's opinion, may create or participate in a disturbance or nuisance on any part of the Stormwater Drainage System. The use of such surface waters by the Owners shall be subject to and limited by the rules and regulations of the Association, all permits issued by governmental authorities, and any rights granted to other persons pursuant to the rules and regulations of the Association and the Drainage Agreement. Only the Association shall have the right to pump or otherwise remove any water from any part of the Stormwater Drainage System for purposes of irrigation or any other use.

21.5 Liability. Neither the Association nor Declarant shall have any liability whatsoever to Owners or other persons in connection with the retention lakes and drainage easements or any part of the Stormwater Drainage System. Each such person releases Declarant and the Association from any liability in connection therewith. The Association and Declarant, nor any of its 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 Condominium 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 Condominium 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.

21.6 Rights of the District. 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 Drainage System. Any repair or reconstruction of the Stormwater Drainage System shall be as permitted, or if modified, as approved by the District. No person shall alter the drainage flow of the Stormwater Drainage 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 Drainage System, beyond maintenance in its original condition, including the water management portions of the Common Elements, 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 Drainage System must be assigned to and accepted by an entity approved by the District.

22. MISCELLANEOUS

22.1 Severability.

The invalidity in whole or in part of any covenant or restriction, or any Article, sub-article, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and regulations of the Association shall not affect the validity of the remaining portions thereof.

22.2 Applicability of Master Declaration and Declaration of Condominium.

All present or future owners, lessees, tenants, or any other person who might use the facilities of the Condominium Property in any manner, are subject to the provisions of this Declaration and the Master Declaration, and the mere acquisition or rental of any Unit, or mere act of occupancy of any Unit, shall signify that the provisions of this Declaration and the Master Declaration are accepted and ratified in all respects.

22.3 Enforcement.

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 Drainage System.

22.4 Construction.

The provision of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of condominium ownership, and the Condominium Act is hereby adopted and made a part hereof. In the event of any conflict between the provisions of this Declaration and the Condominium Act, the provisions of the Condominium Act shall prevail.

22.5 Parties Bound

The restrictions and burdens imposed by this Declaration of Condominium are intended to and shall constitute covenants running with the land, and shall constitute and equitable servitude upon each Unit and its appurtenant undivided interest in Common Elements and this Declaration

shall be binding upon Declarant, its successors and assigns, and upon all parties who may subsequently become owners of Units in the Condominium, and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, Declarant has caused the foregoing Declaration of Condominium to be executed, and its corporate seal to be affixed, by its undersigned, duly authorized officer on the date set forth above.

Signed, sealed and delivered in the presence of:

Nature Park Investments, Inc., a Florida corporation

By: Scott A. Solem
Its President

Karen Ibach Bowden
print name> Karen Ibach Bowden
Karen Ibach Bowden
print name> Karen Ibach Bowden

"DECLARANT"

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 16th day of June, 2005 by Scott A. Solem, President of Nature Park Investments, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or () has proven to me on basis of satisfactory evidence to be the person who executed this instrument.

Karen Ibach Bowden

Notary Public, State of Florida
My Commission expires:

KAREN IBACH BOWDEN
Notary Public, State of Florida
My comm. exp. July 5, 2008
Comm. No. DD 334628

COPY

KAREN IBACH BOWDEN
Notary Public, State of Florida
My comm. exp. July 5, 2008
Comm. No. DD 334628

CONSENT AND JOINDER OF MORTGAGEE

Synovus Bank of Jacksonville, a Florida banking corporation ("Mortgagee") is the mortgagee under that certain Real Estate Mortgage and Security Agreement recorded in Official Records Book 2323, page 53, Real Estate Mortgage and Security Agreement recorded in Official Records Book 2323, page 89, Modification Agreement recorded in Official Records Book 2426, page 781, Modification Agreement recorded in Official Records Book 2426, page 785, Assignment of Rents recorded in Official Records Book 2323, page 112, Assignment of Rents recorded in Official Records Book 2323, page 75, UCC Financing Statement, recorded in Official Records Book 2323, page 120, UCC Financing Statement recorded in Official Records Book 2323, page 83, all of the public records of St. Johns County Florida. Mortgagee joins in this Declaration of Condominium for Offices at Johns Creek, a Condominium, dated July 21, 2005, to evidence its consent and joinder to the provisions hereof and its intent that its security interests be subordinated hereto. Mortgagee hereby agrees that such security interests are subordinate and inferior to the Declaration of Condominium.

Signed, sealed and delivered in the presence of:

Synovus Bank of Jacksonville, a Florida banking corporation

By: [Signature]
Damon B. Quinto
Its President

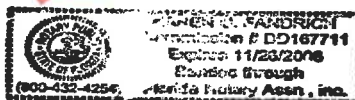
[Signature]
print name Karen C. Fandrick
[Signature]
print name Wendy F. Kees

"MORTGAGEE"

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 19 day of July, 2005 by Damon B. Quinto of Synovus Bank of Jacksonville, a Florida banking corporation, on behalf of the corporation. He (✓) is personally known to me or () has provided _____ as identification.

[Signature]
Notary Public, State of Florida
My Commission expires:



LIST OF EXHIBITS

<u>Exhibit</u>	<u>Section where first mentioned</u>	<u>Description of Exhibit</u>
A	1.1	Legal Description of the Land
B	1.3	Survey of the Land
B-1	1.3	Plot Plan of the Land
C	3.1	Graphic Description of Improvements/Unit Plans and Elevations
C-1	3.1	Certificate of Surveyor which provides that the construction of the improvements or certain Units to be conveyed are substantially complete so that the materials in Exhibits A, B, B-1, and C can be determined.
D	5.1	Articles of Incorporation of Offices at Johns Creek Condominium Association, Inc.
E Inc.	5.2	Bylaws of Offices at Johns Creek Condominium Association,

COPY

Exhibit "A"

Legal Description for Nature Park Parcel
Parcel A-1B

The Land described as follows:

PARCEL A-1B

A PART OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 28 EAST, TOGETHER WITH A PART OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ALL BEING IN ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 19; FROM THE POINT OF REFERENCE THUS DESCRIBED RUN SOUTH 02°34'09" EAST ALONG THE WESTERLY LINE OF SAID SECTION 19, A DISTANCE OF 620.19 FEET TO ITS INTERSECTION WITH THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 210 AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 2086, PAGE 1395 OF SAID PUBLIC RECORDS, FORMERLY STATE ROAD NO. 210 (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE RUN SOUTH 73°30'56" WEST ALONG SAID PRESENT SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 352.00 FEET; THENCE, DEPARTING SAID PRESENT SOUTHERLY RIGHT-OF-WAY LINE, RUN SOUTH 16°29'04" EAST, A DISTANCE OF 86.18 FEET; THENCE RUN NORTH 73°14'14" EAST, A DISTANCE OF 60.31 FEET; THENCE, DEPARTING SAID PRESENT SOUTHERLY RIGHT-OF-WAY LINE, RUN SOUTH 16°29'04" EAST, A DISTANCE OF 8.32 PAGES 76 THROUGH 95 OF SAID PUBLIC RECORDS (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE RUN SOUTH 16°29'04" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 358.28 FEET TO THE POINT OF BEGINNING, FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE RUN SOUTH 16°29'04" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 14.81 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF NATURE WALK PARKWAY AS RECORDED IN MAP BOOK 48, SOUTH 16°29'04" EAST, 31.65 FEET TO THE POINT OF CURVATURE OF A CURVE, COURSE NO. 1; SOUTH 16°29'04" EAST, 284.21 FEET; THENCE NORTH 73°30'56" EAST, 20.00 FEET; COURSE NO. 2; THENCE SOUTH 16°29'04" EAST, 366.74 FEET; COURSE NO. 3; THENCE SOUTH 16°29'04" EAST, 31.65 FEET TO THE POINT OF CURVATURE OF A CURVE, AN ARC DISTANCE OF 374.18 FEET TO THE LEFT, SAID CURVE BEING CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 540.00 FEET; COURSE NO. 4; AS RECORDED IN MAP BOOK 48, PAGES 76 THROUGH 95 OF SAID PUBLIC RECORDS, THENCE, DEPARTING SAID CURVE, SAID CURVE BEING SUBTENDED BY A LINE, A DISTANCE OF 698.82 FEET TO ITS INTERSECTION WITH THE WESTERLY LINE OF SAID NATURE WALK PARKWAY AS RECORDED IN MAP BOOK 48, PAGES 32 THROUGH 50 OF SAID PUBLIC RECORDS, THENCE RUN NORTH 14°42'52" WEST ALONG SAID WESTERLY LINE AND ITS NORTHERLY PROLONGATION, A DISTANCE OF 756.87 FEET; THENCE, DEPARTING SAID WESTERLY LINE, RUN NORTH 73°30'56" EAST, A DISTANCE OF 489.69 FEET TO ITS INTERSECTION WITH SAID WESTERLY RIGHT-OF-WAY LINE OF NATURE WALK PARKWAY AND THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAIN 9.09 ACRES, MORE OR LESS.

This parcel of land being one and the same as the land described in the Special Warranty Deed from Johns Creek, LLC and recorded in O.R. Book 2323, page 12, TOGETHER WITH the land described in the Special Warranty Deed from SSS Development, LLC recorded in O.R. Book 2522, page 913, LESS AND EXCEPT the land described in the Special Warranty Deed from Nature Park Investments, Inc. recorded in O.R. Book 2522, page 917, all of the public records of St. Johns County, Florida.

EXHIBIT B

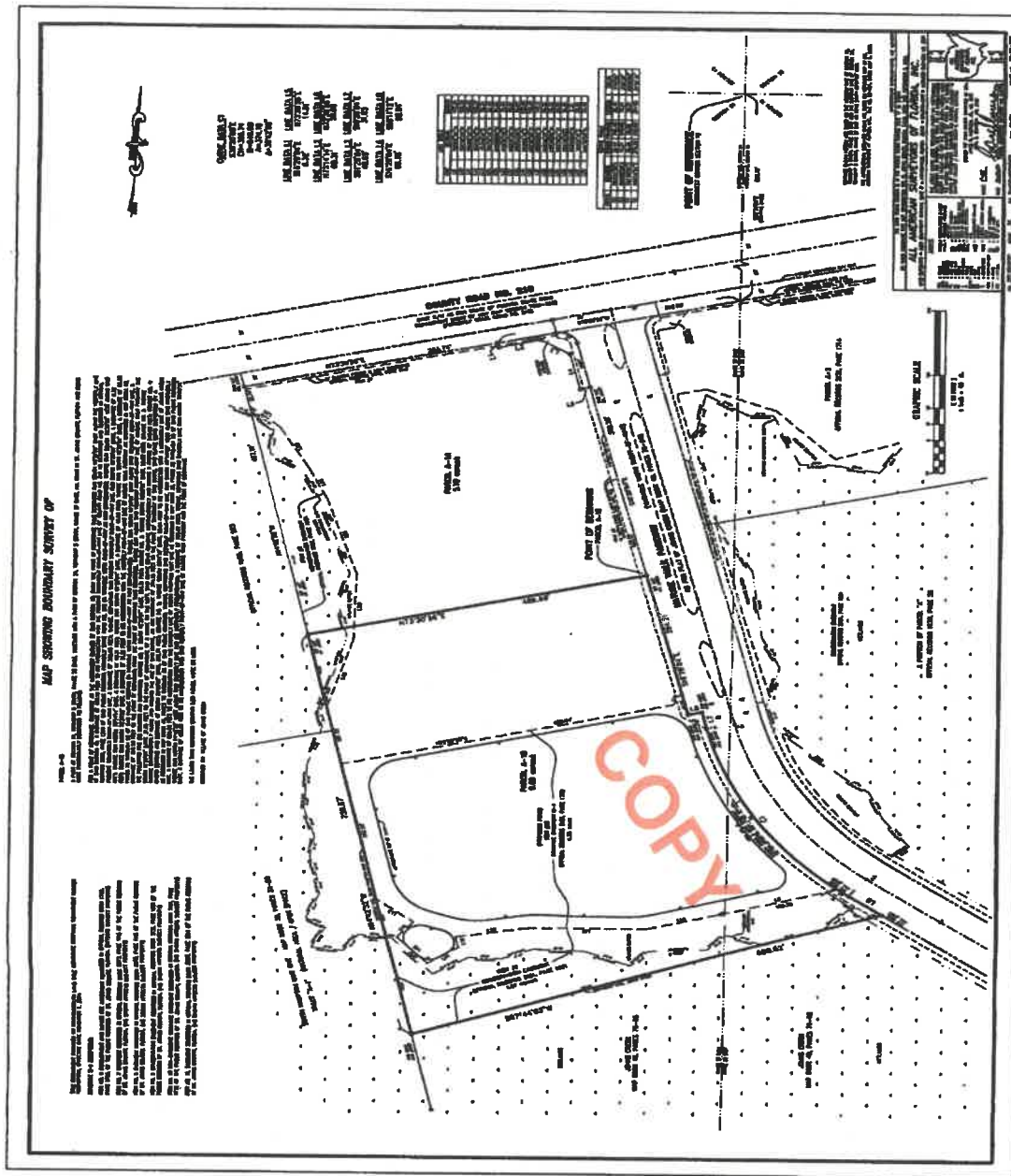
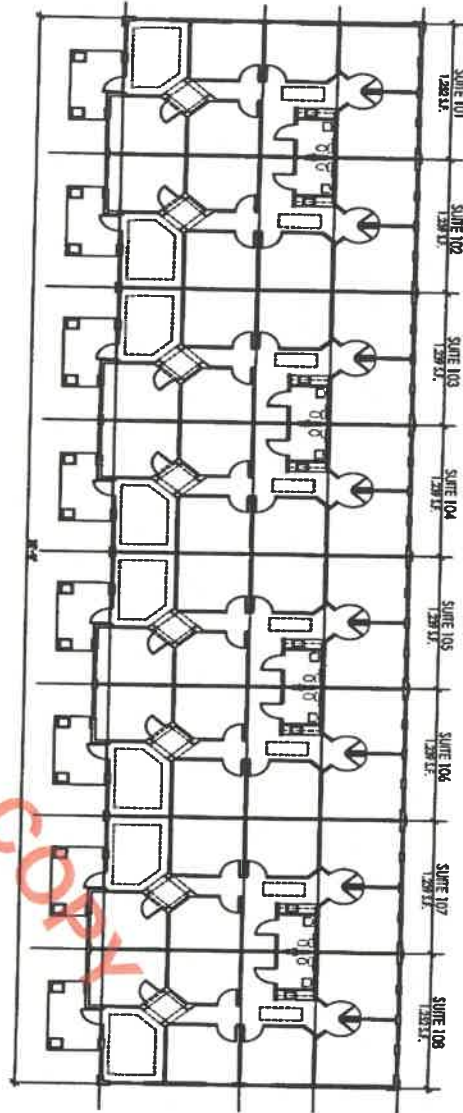


Exhibit C



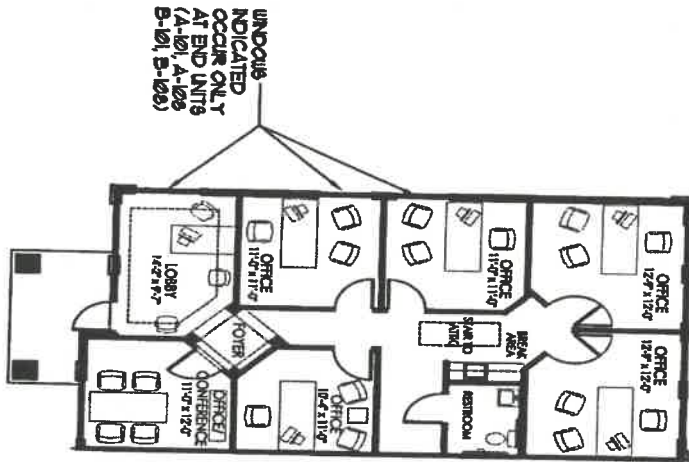
OVERALL FLOOR PLAN
NOT TO SCALE

The Village at

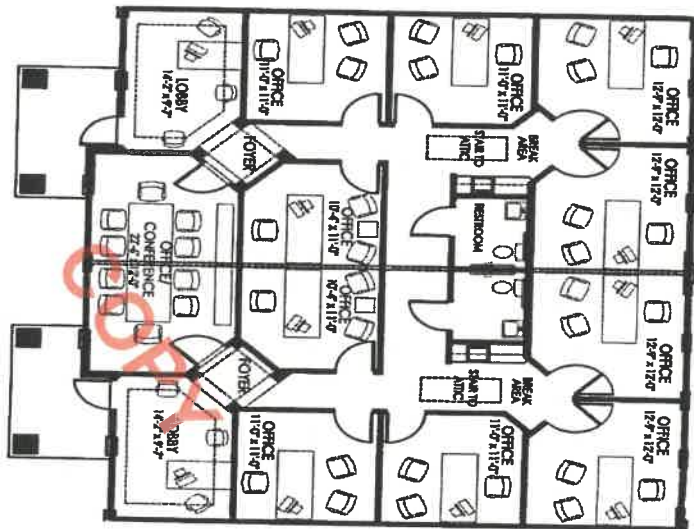
JOHNS CREEK
Office Condominiums

POWERS DESIGN
ARCHITECTS





TYPICAL FLOOR PLAN - SINGLE UNIT
 SCALE: NOT TO SCALE
 AREA: 1,292 S.F.



TYPICAL FLOOR PLAN - DOUBLE UNIT
 SCALE: NOT TO SCALE
 AREA FOR EACH UNIT: 1,299 S.F.
 TOTAL AREA: 2,478 S.F.

The Village at

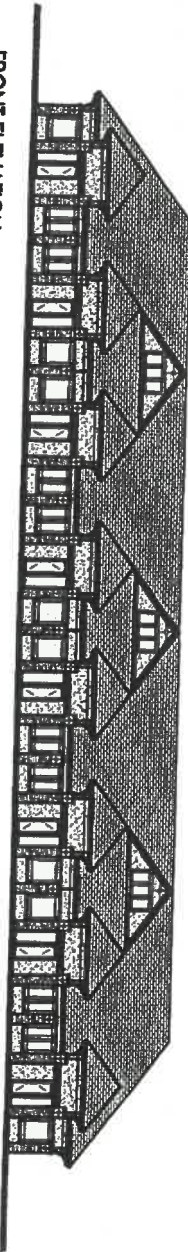
JOHNS CREEK

Office Condominiums

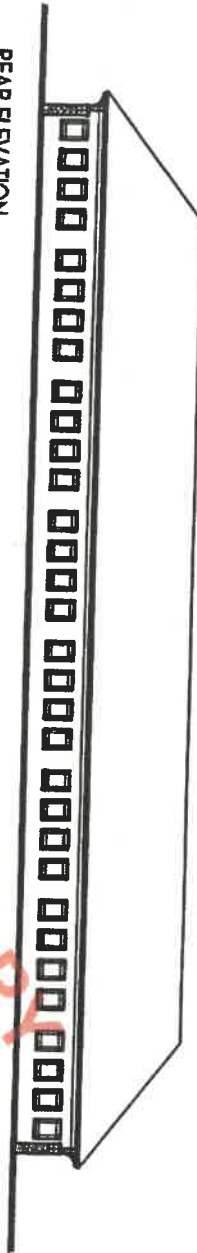
POWERS DESIGN
 ARCHITECTS



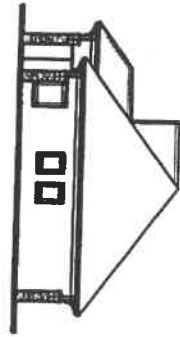
FRONT ELEVATION
NOT TO SCALE



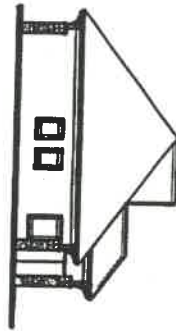
REAR ELEVATION
NOT TO SCALE



RIGHT SIDE ELEVATION
NOT TO SCALE



LEFT SIDE ELEVATION
NOT TO SCALE



COPY

The Village at

JOHNS CREEK

Office Condominiums

Scales: N/S

POWERS DESIGN
ARCHITECTS

EXHIBIT "C-1"

Certificate of Surveyor

Construction of the Condominium is not substantially completed. Upon substantial completion of construction, this Declaration will be amended to include the Surveyor's Certificate required under Chapter 718 of the Florida Statutes.

COPY