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DECLARATION OF CONDOMINIUM  
OF  
HIBISCUS II, A CONDOMINIUM

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This Declaration of Condominium is made this 20<sup>th</sup> day of November, 1985, by Community Projects, Inc., a Florida corporation whose address is Post Office Box 3825, St. Augustine, Florida 32085, (the "Sponsor").

The Sponsor makes the following declarations.

1. Submission of Real Property to Condominium Ownership. By this Declaration the Sponsor submits the real property described in Exhibit "A" and owned by the Sponsor in fee simple absolute subject to the matters set forth therein, if any, to the condominium form of ownership in the manner provided in Chapter 718 of the Florida Statutes (the "Condominium Act").

2. Name. The name of the condominium is Hibiscus II, a Condominium.

3. Definitions. The terms used in this Declaration of Condominium and its exhibits shall have the meaning stated in the Condominium Act and as follows unless the context otherwise requires:

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

3.2 "Association" means the entity which is responsible for the operation of the Condominium Property, and known as Hibiscus Condominium Association II, Inc., a non-profit Florida corporation, and its successors.

3.3 "Board" means the Board of Directors of the Association, which has been duly elected and qualified in accordance with the Bylaws.

3.4 "Bylaws" means the bylaws for the government of the Association as amended from time to time.

3.5 "Common Elements" shall include: (a) the portions of the Condominium Property not included in the Units; (b) tangible personal property owned by the Association and required or useful for the maintenance and operation of the Common Elements; (c) easements through Units for conduits,

ducts, plumbing, wiring and other facilities for the furnishing of utility services to Units and the Common Elements; (d) an easement of support in every portion of a Unit which contributes to the support of a building; and (e) the property and installation required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.

3.6 "Common Expenses" means the expenses for which the Unit Owners are liable to the Association, including the expenses of the operation, maintenance, repair or replacement of the Common Elements and the Recreation and Other Facilities and beach area, the cost of carrying out the powers and duties of the Association and all expenses and assessments properly incurred by the Association for the Condominium Property and any facilities serving the Condominium Property.

3.7 "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.

3.8 "Condominium Property" means the parcel of real property described in Exhibit "A" attached hereto together with all improvements built or to be built thereon.

3.9 "Declaration of Condominium" means this Declaration of Condominium and all Exhibits attached hereto, as the same may be amended from time to time.

3.10 "Institutional Mortgagee" means Banks, Savings and Loan Associations, Insurance Companies, FHA and VA Approved Mortgage Lenders and Bankers, Real Estate Investment Trusts the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal National Mortgage Association ("FNMA"), servicing agents of FHLMC and FNMA and other lending institutions or companies, which shall include the Sponsor, any assignee of a purchase money mortgage held by Sponsor and the servicing agent of such assignee, or anyone designated by the Sponsor.

3.11 "Insurance Trustee" means a national bank, having trust powers, which is designated by the Association under paragraph 8 hereof to hold policies of insurance, receive the proceeds thereof and disburse the same in accordance with paragraph 8. Until such time as the Association designates an Insurance Trustee, the Board shall perform the duties of the Insurance Trustee contained in paragraph 8.

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

3.13 "Person" means any individual, corporation, partnership, association, joint venture, trust, estate, unincorporated organization or other entity.

3.14 "Recreation and Other Facilities" means the facilities described in paragraph 4.5.

3.15 "Sponsor" means Community Projects, Inc., its assignees, nominees and successors.

3.16 "Unit" means a part of the Condominium Property which is to be subject to exclusive private ownership as defined in the Condominium Act.

3.17 "Unit Owner" or "Owner of Unit" means the record owner of a Unit.

4. Development Plan. The condominium is described and established as follows:

4.1 Survey, Plot Plan and Graphic Description; Units. A survey of the land described in Exhibit "A", a graphic description of the improvements in which Units are located, a typical floor plan of each unit, and a plot plan are attached hereto as Exhibit "B" and made a part hereof and together with this Declaration are in sufficient detail to identify the Common Elements, Limited Common Elements and each Unit and their relative locations and approximate dimensions. An identification of each Unit is set forth on Exhibit "D" attached hereto.

4.2 Certificate of Surveyor. A certificate of a surveyor authorized to practice in the State of Florida is set forth in Exhibit "C" attached hereto and made a part hereof stating that the construction of the improvements is substantially complete so that the exhibits described in paragraph 4.1, together with the provisions of the Declaration describing the Condominium Property, are an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the Common Elements and of each Unit can be determined therefrom. As provided in Section 718.104 of the Florida Statutes, completed Units within each substantially completed Building in the Condominium may be conveyed to purchasers notwithstanding that other Buildings in the Condominium are not substantially completed. If Buildings to be located in the Condominium are not substantially completed at the time this Declaration is recorded, the Certificate of Surveyor described above (the "Certificate") shall specifically state

which Units and which Buildings are completed, including certification that all planned improvements, including but not limited to, landscaping, utility services, and access to the Units and Common Element facilities serving the Building in which the Units to be conveyed are located, have been substantially completed. A site plan attached as Schedule 1 to such Certificate shall show as completed the Buildings so described in the Certificate. If the Certificate attached to this Declaration as originally recorded states that less than all of the Buildings in the Condominium are completed, then when and as such Buildings are completed, a Certificate in the form described above shall be completed and filed in the public records of St. Johns County, Florida as an Amendment to this Declaration. An Amendment of this Declaration for the purpose of adding a Certificate of Surveyor upon completion of a Building need be signed and acknowledged only by the Sponsor and need not be approved by the Association, or other Unit Owners, or lienors or mortgagees of other Units or of the Condominium Property, whether or not such signatures are elsewhere required by an Amendment. No Unit of the Condominium shall be conveyed until such time as a Certificate, as described above, including certification that all planned improvements, including but not limited to, landscaping, utility services and access to the Unit, and Common Element facilities serving the Building in which the Units to be conveyed are located, have been substantially completed, and such Certificate is recorded with this Declaration or as an Amendment thereto.

4.3 Share of Common Elements and Common Expenses.  
There shall be appurtenant to each Unit an undivided share of the Common Elements. The undivided shares, stated as a percentage, in the Common Elements which are appurtenant to each Unit shall be as set forth in Exhibit "D" attached hereto and made a part hereof. The proportion and manner of sharing Common Expenses and owning Common Surplus shall also be as set forth in Exhibit "D".

4.4 Easements.

(a) The Unit Owners in the aggregate shall be entitled to equal and full use and enjoyment of all of the Common Elements except as they may be limited herein or as they may be restricted by the rules and regulations adopted by the Board, which usage shall always be in recognition of the mutual rights and responsibilities of each of the Unit Owners. Without limiting the generality of the foregoing, the rights of the Unit Owners in and to the Common Elements are expressly subordinated to the rights of parties furnishing utility (including

without limitation electrical, gas, water, sewer and telephone) services and cable or master antenna television services pursuant to easements, whether exclusive or non-exclusive, granted by the Sponsor or the Association over, under, across, in or through the Common Elements or any part thereof. The Sponsor and the Association jointly and severally hereby reserve the right to grant such utility easements for the purpose of installing and maintaining such services, lines, cables and facilities which are reasonably necessary to the Condominium Property, and to grant such other permits, licenses and easements over, under and through the Common Elements for utilities, roads or other purposes which are reasonably necessary or useful for the proper maintenance or operation of the Condominium Property.

(b) In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Condominium Property, or for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

(c) Each Unit Owner and their guests, invitees and domestic help, and all delivery, pick-up and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by the Sponsor to serve the Condominium Property, holders of mortgage liens on the Condominium Property or any Unit, owners of other condominium units within the "Hibiscus" development contiguous to or in the vicinity of the Condominium Property owners of other condominium units within the "Hibiscus" development contiguous to or in the vicinity of the Condominium Property and such other persons as the Sponsor may from time to time designate, shall have a non-exclusive and perpetual right of:

(i) ingress and egress for pedestrian traffic over, through and across sidewalks, paths, walks, boardwalks, lobbies, stairways, hallways, walkways and lanes, and like passageways as the same may from time to time exist upon the Common Elements;

(ii) ingress and egress and for vehicular traffic and parking over, through and across such

portions of the Common Elements as may be from time to time graded and/or paved and intended for such purposes, but the same shall not give or create in any person the right to park upon any portion of the Condominium Property not designated as a parking area;

(iii) ingress, egress, drainage, utilities and cable television facilities over, under, across and through the land described on Exhibit "A-2" as the "Roadway Easement," together with vehicular parking rights on such portions of the property described in Exhibit "A-2" as are paved, marked and designated for parking, and which parking spaces have not been assigned for the exclusive use of specific Units in this or any other condominium. Notwithstanding the foregoing, Sponsor reserves the right to alter and relocate the Roadway Easement or any portion thereof so long as the relocated easement continues to give access to Highway A1A and the Condominium Property;

(iv) ingress, egress, drainage, utilities, cable television facilities, ingress and egress for vehicular traffic and vehicular parking on, over, under, across and through the land described on Exhibit A-1 of the Declaration of Condominium for Hibiscus I, a condominium recorded at Official Records Volume 570, Page 129, Public Records of St. Johns County, Florida (the "Phase I Land"). Provided that such easements and rights shall be exercised only with respect to such portions of the Phase I Land as may be set aside, paved or otherwise designated for such purposes, it being understood however that the paved roadway and parking areas on the Phase I Land are to be used also by Unit Owners in Hibiscus II to whom parking spaces may be assigned by the Sponsor or the Association.

(v) ingress and egress for pedestrian traffic over, through and across a dune walkover constructed or to be constructed by Sponsor over lands of Sponsor lying East of the Condominium for the purpose of giving access to the beach; provided, however, Sponsor reserves the right to alter and relocate the dune walkover, or any portion thereof, so long as the relocated dune walkover gives access to the beach and the Condominium Property.

(d) Sponsor reserves a non-exclusive, perpetual, transferable and indefeasible easement for access, ingress, egress (including without limitation pedestrian paths, walkways and boardwalks), parking and vehicular traffic (but only over such portions paved and/or graded

and designated for such purposes), drainage, irrigation lines and facilities, utilities (including without limitation electrical, gas, water, sewer, telephone and cable or master antenna television services) over, under, across and through the Common Elements of the Condominium Property and the land described on Exhibit "A-2" as the "Roadway Easement," for the benefit of the land described on Exhibit "A-1", and for the benefit of the land underlying the Recreation and Other Facilities and any land owned by Sponsor adjacent to the foregoing lands, or any other land designated by Sponsor in the vicinity of the foregoing lands.

4.5 Recreation and Other Facilities. Sponsor has heretofore constructed a dune walkover and gazebo (for the purpose of giving access to the ocean and beach), a swimming pool, a tennis court, an irrigation pump with related lines and facilities, various boardwalks, decks and patios, and an access road upon the "Roadway Easement." Sponsor also intends to construct a club house, two spas and an additional swimming pool. Sponsor may, but shall not be obligated to, construct additional facilities including, but not limited to additional tennis courts, an additional swimming pool, racquetball courts, paddle tennis courts and spas. The foregoing facilities shall be hereafter referred to as "Recreation and Other Facilities." The Recreation and Other Facilities may be added to, expanded or relocated without the consent of the Association, any Unit Owner or any mortgagee. The Recreation and Other Facilities shall remain the sole and exclusive property of Sponsor, subject to the provisions of this paragraph. Unit Owners shall have the right to use the Recreation and Other Facilities, and the beach area extending to the east but Sponsor reserves the right to grant similar privileges to other condominiums and owners or occupants of lands in the vicinity of the Recreation and Other Facilities. The expense of maintenance, taxes, insurance, repairs and operation of the Recreation and Other Facilities and beach area shall be the responsibility of the Sponsor so long as the Sponsor owns such facilities, but in consideration of the rights granted to Unit Owners, each Unit shall be assessed by the Association, as a common expense, and each Unit Owner agrees to pay the Association as a Common Expense, a proportionate share of the cost of maintenance, operation, utilities, insurance and taxes upon the Recreation and Other Facilities and the beach area, and the Association shall reimburse Sponsor for such proportionate share of such costs. The proportion for sharing the expense shall be based upon the number of Units in the Condominium Property entitled to use the Recreation and Other Facilities compared to the total number of units in all condominiums

that are given the right to use such facilities; until such time as other condominiums are given the right to use such facilities, this condominium and Hibiscus I, a condominium, shall bear the entire amount of such expense. That is to say that as among separate condominium regimes having the right to use the Recreation and other Facilities, the proportion for sharing the expenses thereof shall be based on the number of units in each regime; however, as among unit owners, in a particular regime, the manner of sharing such allocated share of such expenses shall be based on the unit owner's percentage ownership of the common elements of the condominium of which his unit is a part. Sponsor shall either amend the Declaration of Condominium, to enlarge the Common Elements by submitting one or more of the Recreation and Other Facilities, any portion thereof, or any interest therein, to the terms of the Declaration of Condominium, or in the alternative, without charge shall convey one or more of the Recreation and Other Facilities, any portion thereof, or any interest therein to the Association, or to the Association together with associations of other condominiums having the right to use the Recreation and Other Facilities, or to an umbrella association whose members are unit owners of all condominiums having the right to use the Recreation and Other Facilities. Such amendment or conveyance transferring ownership of all the Recreation and Other Facilities shall occur on or before the earlier of the following dates: (a) ten years after the date of the recording of this Declaration; or (b) the date of the transfer, from Sponsor to Unit Owners other than Sponsor, of control of condominium associations representing owners of at least 200 condominium units having the right to use the Recreation and Other Facilities. An amendment to the Declaration of Condominium made pursuant to this paragraph need be signed and acknowledged only by the Sponsor and need not be approved by the Association, other Unit Owners, or lienors or mortgagees of Units or of the Condominium Property, whether or not such signatures are required elsewhere for an amendment. Such amendment shall divest Sponsor of the interest in the Recreation and Other Facilities specified in the amendment and will vest title in the Unit Owners as part of the Common Elements without naming them and without further conveyance, in the same proportion as the undivided shares in the Common Elements that are appurtenant to the Units. Notwithstanding the duty of Sponsor to maintain and repair the Recreation and Other Facilities, Sponsor shall not be liable for injury or damage (except its proportionate share of maintenance and repair) caused by any latent condition of such facilities, or caused by the elements, the Association, or any Unit Owner, his lessees, or his or their family members, guests, servants, invitees, contractors or other persons. The Associa-

tion and Unit Owners shall indemnify and save harmless Sponsor from and against any and all loss, liability, claims, demands and expenses (including, but not limited to reasonable attorney's fees) resulting from any act or omission of the Association, any Unit Owner, his lessees, or his or their family members, guests, servants, invitees or contractors. Sponsor has heretofore erected a sales office/reception center within the "Hibiscus" development which shall be deemed a part of the Recreation and Other Facilities upon Sponsor's election after Sponsor ceases to utilize same as a sales office.

4.6 Unit Boundaries. Each Unit shall include that part of the building containing the Unit that lies within the boundaries of the Unit, as follows:

(a) Upper and Lower Boundaries. The upper boundary of a Unit shall be the horizontal plane of the unfinished ceiling and the lower boundary shall be the horizontal plane of the unfinished floor. The upper and lower boundaries shall be extended to their intersection with the perimetrical boundaries of the Units.

(b) Perimeter Boundaries. The perimeter boundaries of the Unit shall be the vertical planes of the unfinished interior of the walls (excluding the walls bounding the front and rear balcony/deck/patio/porch areas) bounding the Unit extended to the intersection with each other and with the upper and lower boundaries.

(c) Windows and Doors; Awnings, etc. Exterior windows and frames, exterior glass doors and frames and casings are deemed to be part of the Unit. Awnings, shades or similar items installed on or about the exterior of windows or doors or in or about the front and/or rear balcony/deck/patio/porch areas shall be deemed part of the Unit notwithstanding that same may be affixed to or a part of a Common Element or Limited Common Element. Unless installed by the Sponsor, however, no such awnings, shades or similar items shall be installed unless approved in accordance with paragraph 5.1(b).

(d) Heat and Air Conditioning. Air conditioning and heating equipment and facilities appurtenant to and serving an individual Unit are deemed to be part of the Unit.

(e) Multiple Ownership of Units. Contiguous Units owned by the same person may be altered so as to integrate them into one dwelling for living purposes pro-

vided that such alteration shall be at the expense of such person, shall not interfere with the enjoyment of the Common Elements by others and shall otherwise comply with the provisions of paragraph 5.2(c). In no event shall such multiple ownership change the respective undivided share in the Common Elements, or proportion of sharing Common Expenses and owning Common Surplus of such Units.

#### 4.7 Limited Common Elements and Parking Spaces.

(a) All balconies, decks, patios or porches, together with appurtenant stairways, exterior storage compartments and any structure attached to the exterior main walls of the building that serve only the particular Unit adjacent to such structure shall be a Limited Common Element for the benefit and use of that particular Unit only. Notwithstanding the foregoing, owners of second or third floor Units shall have the right of ingress and egress over all stairways and accesses thereto.

(b) The Association shall assign at least one parking space to each Unit. The Unit Owner shall have the exclusive right to use such space(s) as long as he owns his Unit, but such space(s) shall not become a Limited Common Element and it shall not be transferrable upon sale or other conveyance of the Unit, without the Association's prior written approval. The Association may reassign spaces upon any sale or other transfer of a Unit, but at all times, at least one parking space shall be assigned to each Unit.

(c) Nothing herein contained shall be construed as relieving any Unit Owner from any portion of any assessment for Common Expenses made against the Unit and the cost and maintenance of Limited Common Elements shall be included as part of the Common Expense applicable to all Units.

#### 4.8 Amendment of Plans.

(a) Alteration of Unit Plans. Sponsor reserves the right to change the interior design of Units, and to alter the boundaries between Units, and to combine one or more Units into one Unit, so long as Sponsor owns the Units so altered. If more than one Unit is concerned, the Sponsor shall apportion between the Units the shares in the Common Elements which are appurtenant to the

Units concerned. Notwithstanding anything contained herein, no material exterior changes shall be made by Sponsor in any building containing Units owned by persons other than Sponsor without prior consent of any Institutional Mortgagee having a first lien upon a Unit in the building in which the exterior change is made.

(b) Amendment of Declaration of Condominium. If Sponsor shall make any changes in Units or in the Roadway Easement so authorized, such changes shall be reflected by an amendment to this Declaration of Condominium. An amendment of this Declaration of Condominium reflecting such alteration by Sponsor need be signed and acknowledged only by the Sponsor and need not be approved by the Association, other Unit Owners, or lienors or mortgagees of other Units or of the Condominium Property, whether or not such signatures are elsewhere required for an amendment.

5. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the Condominium Property and restrictions upon the alteration and improvement thereof shall be as follows:

5.1 Common Elements.

(a) By the Association. The maintenance, repairs and operation of the Common Elements (which includes Limited Common Elements) shall be the responsibility of the Association and the expenses associated therewith shall be designated at Common Expenses, except as otherwise provided in paragraph 5.2(b) hereof.

(b) Alteration and Improvement. After the completion of the improvements, including the Common Elements contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the Common Elements (including Limited Common Elements) without prior approval in writing by the owners of not less than seventy-five (75%) percent of the Units. Any such alteration or improvement shall not interfere with the rights of any Unit Owners without their consent. The cost of such work shall not be assessed against an Institutional Mortgagee that acquires its title as a result of holding a mortgage upon the Unit owned, unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to other

Unit Owners in the shares that their shares in the Common Elements bear to each other. There shall be no change in the shares and rights of Unit Owners in the Common Elements altered or further improved, whether or not the Unit Owner contributes to the cost of such alteration or improvements.

5.2 Units.

(a) By Association. The Association shall maintain, repair and replace as a Common Expense:

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

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a Unit maintained by the Association; and all such facilities contained within a Unit that service part or parts of the Condominium Property other than the Unit within which such facilities are contained.

(3) All incidental damages caused to a Unit by such work.

(b) By the Unit Owner. The responsibility of the Unit Owner shall include:

(1) To maintain, repair, and replace at his sole and personal expense everything within the boundaries of his Unit which is not required to be maintained by the Association pursuant to paragraph 5.2(a), and all of the following items: the paint, finish, cover, wall paper and decorations of all walls, floors and ceilings; all built-in shelves, cabinets, counters, storage areas and closets; all hot water heaters, mechanical, ventilating, heating and air conditioning equipment serving the individual Unit (whether located within the boundaries of the Unit or not) including fire place, if any; any refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment; all bathroom fixtures, equipment and apparatus; whirlpool bath, if any, and appurtenant fixtures and equipment; all electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches,

wires, pipes, and conduit located within and/or serving only the particular Unit; all interior and permitted exterior lights, bulbs and lighting fixtures serving the particular Unit; all electrical lines between the particular Unit and its individual service panel or meter, and all water and waste lines between the Unit and the point at which said lines connect with the main lines (whether located within the boundaries of the Unit or not); all interior and exterior doors, walls, partitions and room dividers; all railings, porches, balconies and exterior storage compartments which are a part of the Limited Common Elements appurtenant to the Unit; all furniture, furnishings and personal property contained within a Unit; all exterior and interior windows and screening, all awnings, shades and similar items, (whether located within the boundaries of the Unit or not); all exterior windows and doors including screening and window coverings shall be maintained in such manner as to preserve a uniform appearance to the exterior of the building containing the Unit.

(2) To promptly report to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association.

(c) Alteration and Improvement. Subject to the other provisions of paragraph 5.2, which in all cases shall supersede and have the priority over the provisions of this subsection when in conflict therewith, a Unit Owner may make such alteration or improvement to the Unit at his sole and personal cost as he may be advised, provided all work shall be done without disturbing the rights of other Unit Owners and further provided that a Unit Owner shall not enclose, paint, decorate or make any other changes or alterations that would change the appearance of any portion of the exterior of the building nor make any changes or alterations to any interior boundary wall, exterior wall, balcony, deck, porch or patio, screening, exterior door, windows, structural or load-bearing member, electrical service or plumbing service, without first obtaining approval in writing of the Board. All alterations and improvements must be in compliance with all existing building codes. No alteration may cause an increase in any insurance premium to be paid by the Association.

(d) Right of Entry By Association; Failure of Unit Owner to Repair. An agent of the Association may enter into any Unit upon reasonable notice and during reasonable hours to inspect such Unit and, if needed, for the maintenance, repair or replacement of (i) any Common Elements; or (ii) any portion of a Unit which the Association has the responsibility of maintaining; or (iii) for making emergency repairs to items which the Unit Owner is responsible for maintaining but which must be made immediately to prevent damage to the Common Elements or another Unit or Units; or (iv) any items which are the responsibility of the Unit Owner and which the Unit Owner, after reasonable notice, has failed to make. All costs of any repairs or maintenance described in subparagraphs (iii) and (iv) shall be assessed against the concerned Unit Owner as a special assessment and may be collected in the same manner as any other assessment herein provided for. The Association shall not, in exercising its rights hereunder, be liable to a Unit Owner for trespass or otherwise for entry into a Unit in accordance with this subsection.

6. Assessments. The making and collection of assessments against Unit Owners for Common Expenses shall be pursuant to the Bylaws and subject to the following provisions:

6.1 Share of Common Expense. Each Unit Owner shall be liable for a share of the Common Expenses and shall share in the Common Surplus in the same proportion as his ownership of the Common Elements, but the same shall not vest or create in any Unit Owner the right to withdraw or receive distribution of his share of the Common Surplus.

6.2 Payments. Assessments and installments thereon must be paid on or before ten (10) days after the day when the same shall become due; all sums not so paid shall bear interest until paid at the highest rate then allowed by law. All payments on account shall be first applied to interest and then to the assessment payment first due. If any installment of an assessment remains unpaid thirty (30) days after the same shall become due, the Board may declare the entire annual assessment as to that delinquent Unit Owner due and payable in full as if the entire amount were originally assessed. Assessments and installments thereon shall be payable at such times as prescribed in the Bylaws or by the Board.

6.3 Lien for Assessments. The Association shall have a lien on each Unit and all tangible personal property, fixtures and equipment for any unpaid assessments and interest,

which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the public records of St. Johns County, Florida, a claim of lien stating the description of the Unit, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the Association shall be entitled as a matter of law to the appointment of a receiver to rent the Unit and to collect the rent. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Each unpaid assessment, together with interest, costs and attorney's fees, shall also be the personal obligation of the person who was the owner of the Unit at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title or interest unless assumed by them, or required by applicable law. A lien of the Association for unpaid assessments on any Unit will be subordinate to the lien of any first mortgage on that Unit recorded prior to the date the claim of lien for said unpaid assessment is recorded. Where an Institutional Mortgagee or other purchaser of a Unit obtains title to the Unit as a result of the foreclosure of the mortgage or as a result of a conveyance in lieu of foreclosure of the Institutional Mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the Common Expenses or assessments by the Association pertaining to such Unit which became due prior to acquisition of title in the manner above provided, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of said mortgage. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses or collectible from all of the Unit Owners including the purchaser at foreclosure, its successors and assigns.

6.4 Special Assessments. The Board may impose special or individual assessments on Unit Owners to meet expenses not anticipated to be incurred on a regular or annual basis or to cover the cost and expense of maintenance, repairs or replacements of a Unit for which the Unit Owner is responsible as provided in paragraphs 5.2(d)(iii) and (iv).

7. Association. The operation of the Condominium Property shall be by Hibiscus Condominium Association II, Inc., a corporation not for profit, organized and existing under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit "E".

7.2 Bylaws. A copy of the Bylaws of the Association is attached as Exhibit "F".

7.3 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

7.4 Membership and Voting Rights. The members of the Association shall consist of all of the record owners of Units. A member will be entitled to one vote for each Unit owned by him. The manner of exercising such voting rights shall be determined by the Bylaws. If a Unit is owned by one person his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by the President or Vice President and attested by the Secretary of the corporation. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by the owner thereof.

7.5 Transfer of Control. The initial board of directors, as set forth in the Articles of Incorporation, shall manage all of the affairs of this condominium and shall approve all of the decisions of the Association and shall serve as the directors of the Association until the Sponsor voluntarily relinquishes control or until the first annual members' meeting which shall be held not later than one (1) year after the recording of this Declaration.

Provided, however, when Unit Owners other than the Sponsor own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association, the Unit Owners shall be entitled to elect not less than one-third (1/3), but no more than two-fifths (2/5), of the members of the Board. Unit Owners other than the Sponsor shall be entitled to elect not less than a majority of the members of the Board three (3) years after sales by the Sponsor have been closed on fifty (50%) percent of the Units that will be operated ultimately by the Association, or 4 months after sales have been closed by the Sponsor on seventy-five (75%) percent of the Units that will be operated ultimately by the Association, or three (3) months after sales by the Sponsor have been closed on ninety percent (90%) of the Units that will be operated ultimately by the Association, or when all of the Units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the other Units are being offered for sale by the Sponsor in the ordinary course of business, or when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Sponsor in the ordinary course of business, whichever shall first occur. The Sponsor shall be entitled to elect not less than one (1) member of the Board so long as the Sponsor holds for sale in the ordinary course of business five percent (5%) or more of the Units.

Upon election to the Board of the first Unit Owner other than the Sponsor, the Sponsor shall forward to the Florida Division of Land Sales and Condominiums the name and mailing address of the said Unit Owner member of the Board.

7.6 Management Agreement. The Association may, within the discretion of the Board, enter into a contract with any person or may join with other condominium associations and entities in contracting with any person for the services relating to the maintenance and operation of the Condominium Property and to the extent permitted by law, this Declaration and the Bylaws, may authorize such person to perform the powers and duties of the Association.

7.7 Additional Condominiums. The Association may be the condominium association responsible for the operation and management of any condominium created by a declaration of condominium submitting to condominium ownership other property adjacent to or in the vicinity of the Condominium Property. In such event, the owners of any condominium units in any such separate condominium shall automatically be members of the Association. The Association shall maintain

separate accounting records for each separate condominium operated by it in accordance with generally accepted accounting principles. The operation of such separate condominiums by the Association shall not constitute and is not intended to result in a merger of the Common Elements with the common elements of such additional condominiums.

8. Insurance. The insurance which shall be carried shall be governed by the following provisions:

8.1 Policies. All insurance policies shall be purchased by the Association and each Unit Owner shall be deemed to have appointed the Association, or any Insurance Trustee or substitute Insurance Trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance as required hereby and of doing such acts and executing such documents as required by paragraph 8.10 hereof. All policies shall provide for the issuance of certificates of insurance to each Unit Owner and Institutional Mortgagee, and mortgagee endorsements to each Institutional Mortgagee holding a mortgage upon a Unit. Such policies and endorsements shall be deposited with the Insurance Trustee who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. All insurance policies and fidelity bonds required to be purchased by the Association shall provide that the same shall not lapse, be cancelled (including cancellation for non-payment of premium) or be materially modified without at least 10 days prior written notice to the Association, the Insurance Trustee, each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy (or, alternatively, which has requested such notice in writing), and to each servicer of a first mortgage on behalf of the Federal National Mortgage Association.

8.2 Coverage. The following coverage shall be obtained by the Association:

(a) The buildings and all other insurable improvements upon the Condominium Property and all personal property owned by the Association shall be insured in an amount equal to 100% of the current replacement cost thereof (exclusive of excavation, foundations, land and other items normally excluded from coverage) as determined annually by the insurance company affording such coverage. The term "building" as used in this subparagraph shall include, without limitation, all fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the

perimeter walls, floors, and ceilings of the individual units initially installed or replacements thereof, in accordance with the original plans and specifications. All hazard insurance policies obtained by the Association shall provide that the term "building" wherever used in the said policies shall include the above defined fixtures, installations and additions and that the Unit Owners shall be additional insureds with respect to such fixtures, installations, and additions. Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsements and such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use, including but not limited to vandalism, malicious mischief, windstorm, water damage, and all perils normally covered by the standard "all risk" endorsement where such coverage is available.

(b) General liability insurance covering all common areas, limited common areas and public ways on the Condominium Property in amounts generally required by private institutional mortgage investors for projects similar in construction, location or use. However, such coverage shall be for at least \$1,000,000.00 for each bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage shall include, without limitation, legal liability of insureds for property damage, water damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the common areas, hired automobile, non-owned automobile, off-premises employee coverage and legal liability arising from lawsuits related to employment contracts of the Association.

(c) Workmen's compensation insurance as required by law.

(d) All liability insurance shall contain cross liability endorsements to cover liabilities of the Association Unit Owners as a group to an individual Unit Owner and of one Unit Owner against another.

(e) If the Condominium Property is located in an area designed by the Federal Emergency Management Agency (or other federal agency legally empowered to so designate property) as having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program, flood insurance on the buildings and all other improvements described in para-

graph 8.2(a), in an amount deemed appropriate by the Association, but not less than the lesser of: (1) the maximum flood insurance coverage available for all buildings and the aforesaid other improvements within any portion of the Condominium Property located within a designated flood hazard area; or (2) one hundred (100%) percent of current replacement costs of all such buildings and other improvements.

(f) Blanket fidelity bonds for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association (including the officers, employees and agents of a management agent to whom the Association has delegated some or all of the responsibility for handling Association funds), in amounts based upon the best business judgment of the Association but not less than the estimated maximum funds, including reserve funds, in the custody of the Association or management agent at any given time during the term of each bond. Provided that in no event shall the aggregate amount of such bonds be less than a sum equal to three months' aggregate assessments on all units plus reserve funds. All such fidelity bonds shall name the Association as an obligee and shall contain waivers by the insurers of all defenses based upon the exclusion from the definition of "employees," or similar terms, of persons serving without compensation.

(g) All such additional insurance coverage, special endorsements or bond coverage as shall be required from time to time by the most recent regulations and guidelines of the Federal National Mortgage Association.

8.3 Common Expense. Premiums upon all insurance policies and fidelity bonds (except for premiums on fidelity bonds maintained by a management agent covering its own officers, employees and agents) purchased by the Association shall be paid by the Association and charged as Common Expenses.

8.4 Casualty Losses. All insurance policies purchased by the Association shall be for the benefit of the Association, and the Unit Owners, and their respective Institutional Mortgagees as their respective interests may appear. All insurance policies purchased by the Association shall provide that all proceeds payable as a result of casualty losses shall be paid to the Insurance Trustee which shall be designated from time to time by the Board. The Insurance

Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the failure to collect any insurance proceeds. The only duties of the Insurance Trustee shall be to hold policies of insurance which are obtained by the Association in accordance herewith, to receive the proceeds thereof and to hold the same in trust for the purposes elsewhere stated herein, for the benefit of the Association, and the Unit Owners, and their respective Institutional Mortgagees, in the following shares (which shares need not be set forth upon the records of the Insurance Trustee):

(a) Common Elements. Proceeds on account of damage to Common Elements in the same proportion as the undivided shares in the Common Elements which are appurtenant to each of the Units.

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

(1) Partial destruction when the building is restored: for the Unit Owners of the damaged Units in proportion to the costs of repairing the damage suffered by each damaged Unit. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate portions as aforesaid, and each Unit Owner shall be bound thereby and the Insurance Trustee may rely upon such certification.

(2) Total destruction when one of the buildings is destroyed, or partially destroyed and is not to be restored: for all Unit Owners in such building the share of each being determined by multiplying such proceeds by a fraction, the numerator of which is the undivided share in the Common Elements appurtenant to the Unit and the denominator of which is the total undivided share of the Common Elements appurtenant to all Units in such building.

(c) Endorsements. Notwithstanding anything to the contrary contained herein, in the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner in insurance proceeds shall be held in trust first for the Institutional Mortgagee and then for the Unit Owner as their interests may appear.

8.5 Distribution of Proceeds of Insurance. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of Institutional Mortgagees and the Unit Owners after first paying or making provision for payment of the expenses of the Insurance Trustee in the following manner:

(a) Repair. If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying such costs shall be distributed to the Association.

(b) No Repair. If it is determined that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed first to any Institutional Mortgagee(s) having a lien on the Unit(s) affected to the extent of its interest. The proceeds shall then be applied to the clearing, grading and dressing up of the area where the unreconstructed Unit(s) was (were) located and any surplus paid to the Unit Owner(s). This is a covenant for the benefit of any Institutional Mortgagee and may be enforced by it.

(c) Certificate. In making distribution to Unit Owners and their Institutional Mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the Unit Owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Association shall forthwith deliver such certificate.

8.6 Reconstruction. If any part of the Common Elements or any Unit or Units, or part thereof, shall be damaged, such damaged portion shall be promptly reconstructed or repaired unless such destruction renders one-half or more of the Units untenable and the owners of seventy-five (75%) percent or more of the Units vote against such reconstruction or repair at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date, the insurance loss has not been finally adjusted, then within thirty (30) days after final adjustment; provided, however, that the condominium shall not be abandoned or terminated without the prior written consent of each Institutional Mortgagee having a first mortgage upon a Unit of the condominium. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications to be prepared by an architect selected by the Board. Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or

basis of a proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the improvements on the Condominium Property were originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building stands. The Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

8.7 Unit Owner. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair. In all other instances, the responsibility of reconstruction and repair shall be that of the Association.

8.8 Association. Immediately after a casualty causing damage for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bond as the Board may desire. If the proceeds of insurance policies are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any) assessment shall be made against all Units in sufficient amounts to provide funds for the payment of such costs.

8.9 Disbursement. The funds for payment of costs of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessment against Units (which shall be deposited by the Association with the Insurance Trustee), shall be disbursed in payment of such costs in the following manner:

(a) Unit Owners. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Unit Owner shall be disbursed to such contractors, suppliers and personnel performing such reconstruction or repair work, in such amounts and at such times as the Unit Owner may direct, or if there is a mortgagee endorsement, then to such payees as the Unit Owner and the Institutional Mortgagee direct. Nothing contained herein shall be

construed to limit or modify the responsibility of the Unit Owner to make such reconstruction or repair.

(b) Association. The balance of the construction fund shall be applied by the Insurance Trustee to the payment of the costs of reconstruction and repair and shall be paid to or for the account of the Association from time to time as the work progresses. The Insurance Trustee shall make such payments upon the written request of the Association, accompanied by a certificate, dated not more than fifteen (15) days prior to such request, signed by a responsible officer of the Association, and by an architect in charge of the work, who shall be selected by the Association, setting forth (i) that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, and that the sum requested does not exceed the value of the services and materials described in the certificate and (ii) that except for the amount stated in such certificate to be due as aforesaid, there is no outstanding indebtedness known to the person signing such certificate after due inquiry, which might become the basis of a vendor's, mechanic's, materialmen's or similar lien upon such work, the Common Elements or any Unit, and (iii) that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate does not exceed the amount of insurance proceeds (and assessments, if any) remaining in the hands of the Insurance Trustee after the payment of the sum so requested.

(c) Proceeds. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance proceeds; and 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 Association.

8.10 Adjustment. Each Unit Owner shall be deemed to have delegated to the Association his right to adjust with insurance companies all losses under policies purchased by the Association subject to the rights of Institutional Mortgagees having a mortgage upon the Unit, and to collect and appropriately dispose of the proceeds of such policies, to negotiate losses and to execute releases of liability. Notwithstanding the foregoing, the Association may, but shall

not be obligated to, name as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into an Insurance Trust Agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any policy providing property or liability insurance.

8.11 Institutional Mortgagees. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner in insurance proceeds shall be held in trust first for the Institutional Mortgagee and then the Unit Owner as their interests may appear; provided, however, that no Institutional Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and Institutional Mortgagee pursuant to the provisions of this Declaration of Condominium.

8.12 Contents. Each Unit Owner shall be responsible for insuring the contents of his Unit which belong to him, any improvements made by him within his Unit and any portion of his Unit for which he has the responsibility of maintenance, repair and replacement as provided in this Declaration of Condominium except such fixtures, installations, additions or other items which are insured by the Association as provided in paragraph 8.2 hereof.

9. Condemnation. Condemnation of the Condominium Property or any portion thereof shall be handled in the following manner:

9.1 Awards. The taking of Condominium Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board, a special assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that owner.

9.2 Determination Whether to Continue Condominium. Whether the condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty. Provided, however, that the condominium shall not be abandoned or

terminated without the prior written consent of each Institutional Mortgagee having a first mortgage upon a Unit of the condominium.

9.3 Disbursement of Funds. If the condominium is terminated after condemnation, the proceeds of the awards and special assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds if the condominium is terminated after a casualty. If the condominium is not terminated after condemnation, the size of the condominium will be reduced; first the mortgagees of condemned Units and then the Owners of condemned Units as their interest may appear will be made whole and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty.

9.4 Unit Reduced But Tenantable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

(a) Restoration of Unit. The Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the owner(s) of the Unit.

(b) Distribution to Surplus. The balance of the award, if any, shall be distributed first to each Institutional Mortgagee of the Unit, as its interest may appear, and then to the owner of the Unit.

9.5 Unit Made Untenantable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

(a) Payment of Award. The award for the Unit shall be paid first to each Institutional Mortgagee of the Unit, as its interest may appear, and the balance to the Unit Owner.

(b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become a part of the Common Elements and shall be placed in condition for use by all of the remaining Unit Owners in the manner approved by the Board.

(c) Adjustment of Shares in Common Elements. Provided that each Institutional Mortgagee holding a first mortgage upon any Unit or Time Share Estate and at least two-thirds (2/3) of the Unit Owners (other than the Sponsor) have given their prior written approval, the shares in the Common Elements appurtenant to the Units that continue as part of the condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Units.

(d) Assessments. If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the owner and to condition the remaining portion of the Unit for use as part of the Common Elements, the additional funds required for those purposes shall be raised by assessments against all of the Unit Owners who will continue as owners of Units after the changes in the condominium effected by the taking. The assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes affected by the taking, provided that each Institutional Mortgagee holding a first mortgage upon any Unit and two-thirds (2/3) of the Unit Owners (other than the Sponsor) shall give their prior written approval of any changes in shares of Unit Owners in the Common Elements, as provided in 9.5(c).

(e) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Unit Owners in proportion to the shares of the owners in the Common Elements as they exist prior to the changes effected by the taking.

9.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements useable in the manner approved by the Board. The balance of the awards for taking of Common Elements, if any, shall be distributed to the Association.

9.7 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements that are effected by condemnation shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of the Board, provided that nothing herein shall be deemed to alter the requirement set forth in Section 9 that each Institutional Mortgagee holding a first mortgage upon any Unit and two-thirds (2/3) of the Unit Owners give prior written approval to changes in the pro-rata interest or obligation of Unit Owners or the pro-rata share of ownership in the Common Elements.

10. Use Restrictions. The use of the Condominium Property shall be in accordance with the following provisions as long as the condominium exists and the buildings in useful condition exist upon the land.

10.1 Units. No Unit may be subdivided or partitioned. Each of the Units shall be occupied only by the individual owner, members of a family, their servants, guests, lessees and tenants as a residence and for no other purposes, except as follows. The Sponsor may use any Unit for model, sales office or display purposes and may lease or rent Units owned by the Sponsor.

10.2 Common Elements. The 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.

10.3 Nuisances. Unit Owners, residents and lessees shall use their reasonable efforts under the circumstances to avoid unreasonable disturbances or nuisances which would disturb other Unit Owners.

10.4 Unlawful Use. No Unit or Common Elements may be used for any unlawful, immoral or improper purpose.

10.5 Insurance. No activity shall be done or maintained in any Unit or upon any Common Elements which will increase the rate of insurance on any Unit or the Common Elements or result in the cancellation of insurance thereon, unless such activity is first approved in writing by the Board.

10.6 Regulations. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Association as provided by its Bylaws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium Property.

10.7 Exterior Appearance. The exterior appearance of a Unit or any Common Element (including Limited Common Elements) may not be changed without prior written approval of the Board.

11. Proviso, Pending Completion. Until the Sponsor has completed all of the contemplated improvements on the Condominium Property and closed the sales of all of the Units or until December 31, 1988 whichever occurs last, neither the Unit Owners nor the Association nor the use of the Condominium Property shall interfere with the sale of the Units or the completion of any improvements in the Condominium or other condominiums within the "Hibiscus" development. Sponsor 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 property, the display of signs and the leasing of Units.

12. Ownership of Common Elements and Association. The ownership of an undivided share in the Common Elements which is appurtenant to a Unit cannot be separated from the Unit or conveyed or encumbered except with the Unit and a conveyance or encumbrance of a Unit shall pass the title to the Common Elements appurtenant to it whether or not separately described. The shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements shall lie. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as appurtenant to his Unit.

13. Compliance and Default. Each Unit Owner and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium, the Bylaws and the rules and regulations adopted pursuant thereto, and said documents as they may be amended from time to time. Each Unit Owner shall comply with decisions of the Association made pursuant to authority granted to the Association in the said documents. Failure of the Unit Owner to comply therewith shall entitle the Association or other Owners to the following relief in addition to other remedies provided in this Declaration of Condominium and the Condominium Act, including the recovery of damages, injunctive relief, or both, to the extent allowed by law; and Unit Owners shall have similar rights of action against the Association:

13.1 Enforcement. The Association and any aggrieved Unit Owner are hereby empowered to enforce this Declaration of Condominium and the Bylaws and rules and regulations of the Association by such means as are provided by the laws of the State of Florida.

13.2 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 any member of his family, his lessees, or his or their guests, invitees, employees, contractors or agents, 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 and casualty insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit, or of the Common Elements or of the Limited Common Elements.

13.3 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 of Condominium, Bylaws, and rules and regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the cost of the proceeding and such reasonable attorneys' fees as may be awarded by the court, provided no attorneys' fees may be recovered against the Association in any action.

13.4 No Waiver of Rights. The failure of the Sponsor, or the Association, or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration of Condominium, the Bylaws, or the rules and regulations adopted pursuant thereof, shall not constitute a waiver of the right to do so thereafter.

14. Disclaimers.

14.1 Representations. Except as provided herein, no representation, warranty or commitment has been made by the Sponsor or any other party in its behalf to any Unit Owner, either prior to or subsequent to the purchase of his Unit with respect to the time of construction, location, nature and extent of any recreational facilities or other amenities within the Condominium Property or any land lying adjacent thereto or in the vicinity thereof.

14.2 Warranty. Except as otherwise specifically provided in Florida Statutes Chapter 718, the Sponsor specifically disclaims any intent to have made any warranty or

representation, express or implied, in connection with the Units, the Condominium Property, or the condominium documents, except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein. Guaranties obtained and warranties obtained from the manufacturers of all appliances and equipment, as specified by said manufacturers and subcontractors, may be enforced by either the Association or the Unit Owner. The Sponsor has constructed or will construct the buildings and improvements substantially in accordance with Exhibit "B" and those plans and specifications on file with the architect responsible for the design of the improvements, and it is hereby agreed that this is the full extent of Sponsor's liability and responsibility. The foregoing is expressly in lieu of all other warranties, express or implied by law or otherwise, provided however that nothing contained herein shall diminish any warranty imposed by law under Florida Statutes, Chapter 718.

15. Amendment.

15.1 By Sponsor. An amendment to this Declaration of Condominium made by the Sponsor shall be evidenced by a certificate setting forth such amendment executed by the Sponsor with the formalities of a deed (including recording data identifying this Declaration of Condominium) and shall become effective when such certificate is recorded according to law. In addition to other provisions contained in this Declaration of Condominium relating to amendments by the Sponsor, as long as the Sponsor owns five percent (5%) or more of the Units the Sponsor may amend this Declaration of Condominium for any purpose including, but not limited to, any amendment required by the Division of Land Sales and Condominiums, or by FNMA, FHLMC or any Institutional Mortgagee, and such amendment shall be effective without the joinder of any Unit Owners, mortgagees or the Association; provided, however, that any amendment to the Declaration of Condominium pursuant to this paragraph 15.1 which would be material and adverse to interests of Unit Owners shall first be approved in writing by each Unit Owner and each Institutional Mortgagee holding a first mortgage upon any Unit to the extent such Units are affected by such material amendment; and further provided, that no amendment pursuant to this paragraph 15.1 shall adversely affect the lien or priority of any previously recorded mortgage to an Institutional Mortgagee.

15.2 By Unit Owners. An amendment to this Declaration of Condominium made by Unit Owners shall be evidenced by: (a) a certificate setting forth such amendment executed by the appropriate officers of the Association, with the formalities

of a deed (including the recording data identifying this Declaration of Condominium); and (b) an affidavit (to be attached to the certificate) executed by the appropriate officers of the Association certifying that the owners of seventy-five percent (75%) or more of the Units voted in favor of the amendment. Such amendment shall become effective when it is recorded according to law. No amendment shall be adopted or become effective pursuant to this paragraph 15.2 which adversely affects the lien or priority of any previously recorded mortgage to an Institutional Mortgagee. An amendment made by Unit Owners need not be executed by the Unit Owners. This Declaration of Condominium shall not be amended without the approval of the Sponsor and without the joinder of the Sponsor in the certificate referred to in (a) above if any of the following conditions exist: (i) the Sponsor owns five percent (5%) or more of the Units; or (ii) such amendment purports to modify, restrict, limit or otherwise affect any right of the Sponsor hereunder, including without limitation the rights of Sponsor to amend this Declaration of Condominium unilaterally as set forth heretofore and any other rights of Sponsor hereunder. Notwithstanding anything contained herein, any amendment pursuant to this paragraph 15.2 which would be material and adverse to the interests of Unit Owners, shall first be approved in writing by each Unit Owner and each Institutional Mortgagee holding a first mortgage upon any Unit to the extent such Units are affected by such material amendment.

15.3 By Association. Whenever it shall appear that there is an error or omission in the Declaration of Condominium and the Sponsor owns less than five percent (5%) of the Units, then the Board may correct such error or omission by resolution adopted by a majority vote of the Board at any duly called meeting thereof. Such amendment shall become effective when it is recorded according to law; provided, however, that the provisions of paragraph 15.1 requiring approval of amendments by each Institutional Mortgagee holding a first mortgage upon any Unit affected by the amendment shall also apply to any amendment made pursuant to this paragraph.

15.4 Consolidation. Sponsor presently either owns or has the right to acquire land adjacent to the Condominium, including the land lying between Highway A1A and the Atlantic Ocean and extending northward. The declarations, articles of incorporation, bylaws and common elements of any two or more independent condominiums lying within such property may be merged with this condominium to form a single condominium upon the approval of eighty (80%) percent of all the Unit Owners (which may include Sponsor) of each condominium and of

all record owners of liens upon Units within such condominiums and upon the recording of an amendment to the declarations, articles of incorporation and bylaws of the condominiums to be merged stating that such condominiums will constitute one condominium.

16. Termination.

16.1 Unit Owner. This Declaration of Condominium may be terminated in the manner provided for in Chapter 718, Florida Statutes (the "Condominium Act"). Notwithstanding any amendments to the Condominium Act, however, a vote of one hundred percent (100%) of the Unit Owners shall be required to terminate this Declaration of Condominium; provided, however, if an election is made not to reconstruct after damage in accordance with paragraph 8.6, or after condemnation in accordance with paragraph 9.2, then this Declaration of Condominium may be terminated by a vote of persons who own seventy-five percent (75%) or more of the Units; provided, however, that notwithstanding anything to the contrary contained in this Declaration of Condominium or any amendments hereto, this Declaration of Condominium shall not be abandoned or terminated for any reason without the prior written approval of each Institutional Mortgagee holding a first mortgage upon any Unit.

16.2 General. Upon termination of the condominium, the mortgagee and lienor of a Unit shall have a mortgage and lien solely and exclusively upon the undivided share of the Owner's tenancy in common in and to the lands and other properties and rights which the Owner may receive by reason of such termination. The termination of the condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to the facts affecting the termination, which certificate shall become effective upon being recorded in public records of St. Johns County, Florida.

16.3 Amendment. This section concerning termination cannot be amended without consent of all Unit Owners and of all record owners of mortgages upon the Units.

17. Additional Rights of Institutional Mortgagees. In addition to any rights provided elsewhere in this Declaration of Condominium, any Institutional Mortgagee (which term shall, when used in this section, be deemed to include any guarantor or insurer of a mortgage) having a lien upon any Unit who makes a request in writing to the Association for the items provided in this paragraph shall have the following rights:

17.1 Annual Financial Statements of Association. To be furnished with at least one copy of the annual financial statement and report of the Association, including a detailed statement of annual carrying charges, or income collected, and operating expenses; such financial statement and report to be furnished within sixty (60) days following the end of each calendar year.

17.2 Notice of Meetings. To be given notice of any proposed action which would require the consent of a specified percentage of mortgage holders; and to be given notice by the Association of the call of a meeting of the Unit Owners to be held for any purpose, including but not limited to the purpose of considering any proposed amendment to this Declaration of Condominium or to the Articles of Incorporation or Bylaws of the Association, which notice shall state the nature of the amendment being proposed; and to designate a representative to attend all such meetings.

17.3 Notice of Defaults. To be given written notice of any default of any owner of a Unit encumbered by a mortgage held by such Institutional Mortgagee in the performance of such mortgagor's obligations under the Declaration of Condominium, Articles, Bylaws or Regulations which is not cured within sixty (60) days. Such notice will be given in writing and be sent to the principal office of such Institutional Mortgagee, or to the place which it may designate in writing to the Association from time to time.

17.4 Insurance Endorsements. To be given an endorsement of the policies covering the Common Elements and Limited Common Elements requiring that such Institutional Mortgagee be given any notice of cancellation provided for in such policy.

17.5 Examination of Books and Records. Upon reasonable notice, to examine the books and records of the Association during normal business hours.

17.6 Notice of Damage. To be given timely written notice of any damage or loss to, or taking of, the Common Elements or any Unit, or of any notice by an authority that the Common Elements or any Unit will be the subject of condemnation proceedings.

18. Severability. The invalidity in whole or in part of any covenant or restriction or any paragraph, subparagraph, sentence, clause, phrase or word or other provision of this Declaration of Condominium, the Articles, the Bylaws, the Rules and Regulations of the Association, and any exhibits attached hereto, shall not affect the remaining portions thereof.

19. Covenants Running with the Land. All provisions of this Declaration of Condominium and all attachments thereto shall be construed to be covenants running with the land and with any part thereof and interest therein, and every Unit Owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound thereby.

IN WITNESS WHEREOF, the Sponsor has executed this Declaration of Condominium this 20th day of NOVEMBER, 1985.

Signed, sealed and delivered in the presence of:

COMMUNITY PROJECTS, INC.

[Signature]  
Witness

By Dorothy F. Aldrich  
Its VICE PRESIDENT

[Signature]  
Witness as to  
Community Projects, Inc.

Attest Irwin Carasso  
Its SECRETARY

STATE OF FLORIDA )  
                          )  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 20th day of November, 1985, by Dorothy F. Aldrich, the Vice-President and Irwin Carasso, the Secretary of COMMUNITY PROJECTS, INC., a corporation, on behalf of the Corporation.

[Signature]  
Notary Public, State of Florida at  
Large.  
NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires July 24, 1989

[Notarial Seal].

EXHIBIT A-1  
TO DECLARATION OF CONDOMINIUM  
Legal Description

JOINDER OF MORTGAGEE

REC. 689 PAGE 1493

Barnett Bank of Jacksonville, N.A. herein called the Mortgagee, the owner and holder of a mortgage upon that certain parcel of land in St. Johns County, Florida, more particularly described on Exhibit "A-1" attached hereto and made a part hereof, which mortgage is recorded in Official Records Volume 664, Page 2091, public records of St. Johns County, Florida, joins in the making of the Declaration of Condominium of Hibiscus II, a Condominium, for the purpose of consenting to the terms and provisions contained in said Declaration.

IN WITNESS WHEREOF, the mortgagee has caused this instrument to be executed in its name by its proper officers thereunto duly authorized this 20th day of November, 1985.

Signed, Sealed and Delivered  
In the Presence Of:

Barnett Bank of Jacksonville, N.A.

Debra D. Savage

By Jerry E. Pate  
Its Vice President

STATE OF FLORIDA )  
                          )  
COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me this 20th day of November, 1985, by Jerry E. Pate, the Vice President of Barnett Bank of Jacksonville, N.A., a banking corporation under the laws of the United States, on behalf of said banking corporation.

Michael J. ...  
Notary Public, State and  
County Aforesaid

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Dec. 20, 1987

## EXHIBIT "A-1"

## Legal Description of Hibiscus II, a Condominium

## PARCEL 1:

A portion of the Southerly 301.02ft. of the Northerly 600 feet of Government Lot 5, Section 15, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

Commence at the intersection of the Southerly line of said Northerly 600 feet of said Government Lot 5 and the Easterly right-of-way line of State Road No. A-1-A; thence North  $89^{\circ} 33' 52''$  East, 932.83 feet along said Southerly line to the Point of Beginning; thence North  $0^{\circ} 26' 08''$  West, 64.64 feet; thence North  $4^{\circ} 46' 33''$  West, 49.57 feet; thence South  $89^{\circ} 33' 52''$  West, 82.77 feet, thence North  $45^{\circ} 26' 08''$  West, 4.47 feet; thence North  $0^{\circ} 26' 08''$  West, 64.89 feet; thence North  $44^{\circ} 33' 52''$  East, 55.69 feet; thence North  $89^{\circ} 33' 52''$  East, 36.11 feet; thence South  $45^{\circ} 26' 08''$  East, 69.98 feet; thence North  $44^{\circ} 33' 52''$  East, 65.04 feet; thence North  $89^{\circ} 33' 52''$  East, 58.90 feet to an iron pipe on the Coastal Construction Setback line; thence North  $89^{\circ} 33' 52''$  East, 365.0 feet to the Mean high water line of the Atlantic Ocean, said point being reference point "A"; thence begin again at the Point of Beginning; thence North  $89^{\circ} 33' 52''$  East, 168.32 feet to an iron pipe on the Coastal Construction Setback line; thence North  $89^{\circ} 33' 52''$  East,  $\pm$  400 feet to the Mean high water line of the Atlantic Ocean; thence Northwesterly  $\pm$  224 feet along said Mean high water line to reference point "A" and the last call of this description.

AND

## PARCEL 2:

A portion of the South 301.02 feet of the North 600 feet of Government Lot 5, Section 15, Township 8 South, Range 30 East, St. Johns County, Florida lying Easterly of State Road A-1-A and being more particularly described as follows:

Commence at the intersection of the Southerly line of said North 600 feet of said Government Lot 5 and the Easterly right-of-way line of said State Road A-1-A; thence North  $12^{\circ} 08' 10''$  West along said Easterly right-of-way line, 212.41 feet; thence North  $89^{\circ} 33' 52''$  East, 300.76 feet; thence North  $44^{\circ} 33' 52''$  East, 10.49 feet to a point on a curve to the right and having a radius, chord and chord bearing of 145.5 feet, 3.14 feet South  $65^{\circ} 49' 03''$  East; thence Southerly around the arc of said curve, 3.14 feet to the Point of Beginning; thence North  $44^{\circ} 33' 52''$  East, 91.19 feet; thence North  $89^{\circ} 33' 52''$  East, 37.11 feet; thence South  $45^{\circ} 26' 08''$  East, 35.38 feet; thence North  $44^{\circ} 33' 52''$  East, 67.20 feet; thence North  $89^{\circ} 33' 52''$  East, 37.11 feet; thence South  $45^{\circ} 26' 08''$  East, 52.44 feet to a point on a curve to the right and having a radius, chord and chord bearing of 204 feet, 40.12 feet and South  $11^{\circ} 42' 47''$  West; thence Southerly around the arc of the curve 40.18 feet; thence South  $0^{\circ} 26' 08''$  East, 29.0 feet; thence South  $89^{\circ} 33' 52''$  West, 115.83 feet; thence South  $44^{\circ} 33' 52''$  West, 30.27 feet; thence South  $89^{\circ} 33' 52''$  West, 51.86 feet to a point on a curve to the left having a radius, chord and chord bearing of 145.5 feet; 64.48 feet and North  $52^{\circ} 23' 55''$  West; thence Northerly around the arc of said curve, 65.02 feet to the Point of Beginning.

EXHIBIT A-2  
TO DECLARATION OF CONDOMINIUM  
Roadway Easement

EXHIBIT "A-2"  
ROADWAY EASEMENT

Hibiscus II, A Condominium  
Amended Roadway and Parking Easement

A part of the South 301.02 feet of the North 600 feet of Government Lot 5, Section 15, Township 8 South, Range 30 East, St. Johns County, Florida, lying Easterly of State Road A-1-A and being more particularly described as follows:

Commence at the intersection of the Southerly line of said North 600 feet of said Government Lot 5 and the Easterly right-of-way of said State Road A-1-A; thence North 12° 08' 10" West along said Easterly right-of-way line, 186.88 feet to the Point of Beginning (P.O.B.) of said Amended Easement; thence continue North 12° 08' 10" West, 25.53 feet; thence North 89° 33' 52" East, 300.76 feet; thence North 44° 33' 52" East to a point on a curve to the right having a radius, chord and chord bearing of 145.5 feet, 145.5 feet and South 48° 26' 08" East; thence Southeasterly around the arc of the curve, 152.37 feet to the P.T.; thence South 30° 26' 08" East, 78 feet to the P.C. of a curve to the left having a radius, chord and chord bearing of 43.53 feet, 75.01 feet and South 89° 56' 08" East; thence Southerly around the arc of said curve, 90.41 feet to the P.T.; thence South 59° 26' 08" East, 20.0 feet; thence North 30° 33' 52" East, 65.09 feet; thence North 59° 26' 08" West, 22.96 feet; thence North 30° 33' 52" West, 60 feet; thence North 0° 26' 08" West, 29 feet to the P.C. of a curve to the right having a radius, chord and chord bearing of 204 feet, 40.12 feet and North 11° 42' 27" East; thence around the arc of said curve, 40.18 feet to a point of compound curve, said curve to the right having a radius, chord and chord bearing of 82 feet, 102.65 feet and North 67° 06' 18" East; thence around the arc of said curve, 110.92 feet to another point of compound curve said curve to the right having a radius, chord and chord bearing of 80 feet, 87.14 feet and South 53° 52' 40" East; thence around the arc of said curve, 92.15 feet to the P.T. Thence South 7° 56' 08" East, 33 feet; thence South 89° 33' 52" West, 20 feet; thence South 44° 33' 52" West, 15 feet; thence South 0° 26' 08" East, 16.69 feet; thence South 89° 33' 52" West, 19.83 feet; thence South 9° 59' 16" East, 30.0 feet; thence North 51° 17' 18" West, 34.36 feet; thence South 0° 26' 08" East, 18 feet; thence South 89° 33' 52" West, 67.78 feet; thence South 30° 33' 52" West, 118.47 feet to the P.C. of a curve to the right having a radius, chord and chord bearing of 88.53 feet, 53.24 feet and South 48° 03' 52" West; thence Southwesterly around said arc, 54.08 feet; thence South 24° 26' 08" East, 20 feet to a point on a curve having the same radius point as the last curve and being to the right and having a radius, chord and chord bearing of 108.53 feet, 145.24 feet and North 72° 26' 08" West; thence Northwesterly around the arc, 159.11 feet to the P.T.; thence North 30° 26' 08" West, 78 feet to the P.C. of a curve to the left having a radius, chord and chord bearing of 80.5 feet; 80.5 feet and North 60° 26' 08" West; thence Northwesterly around the arc of said curve 84.30 feet to the P.T.; thence

(continued)

North  $0^{\circ} 26' 08''$  West, 20 feet; thence South  $89^{\circ} 33' 52''$  West, 243.82 feet to the East right-of-way line of said State Road A-1-A and the Point of Beginning.

Less and Except:

A parcel lying in the Northerly 600 feet of Government Lot 5, Section 15, Township 8 South, Range 30 East, St. Johns County, Florida, lying Easterly of State Road A-1-A; and being more particularly described as follows:

Commence at the intersection of the Easterly right-of-way line of said State Road A-1-A and the Southerly line of the North 600 feet of said Government Lot 5; thence North  $89^{\circ} 33' 52''$  East along said Southerly line, 548.88 feet; thence North  $0^{\circ} 26' 08''$  West, 206.90 feet to the Point of Beginning; thence South  $88^{\circ} 39' 10''$  East, 69.5 feet; thence North  $46^{\circ} 20' 50''$  East, 21 feet; thence North  $9^{\circ} 54' 10''$  West, 42 feet; thence North  $80^{\circ} 24' 10''$  West; 38 feet; thence South  $74^{\circ} 05' 50''$  West, 32 feet; thence South  $10^{\circ} 04' 47''$  West, 52.61 feet to the Point of Beginning. This legal description intends to describe the unpaved area in which the sales office is now established.

*Paul L. Taylor*

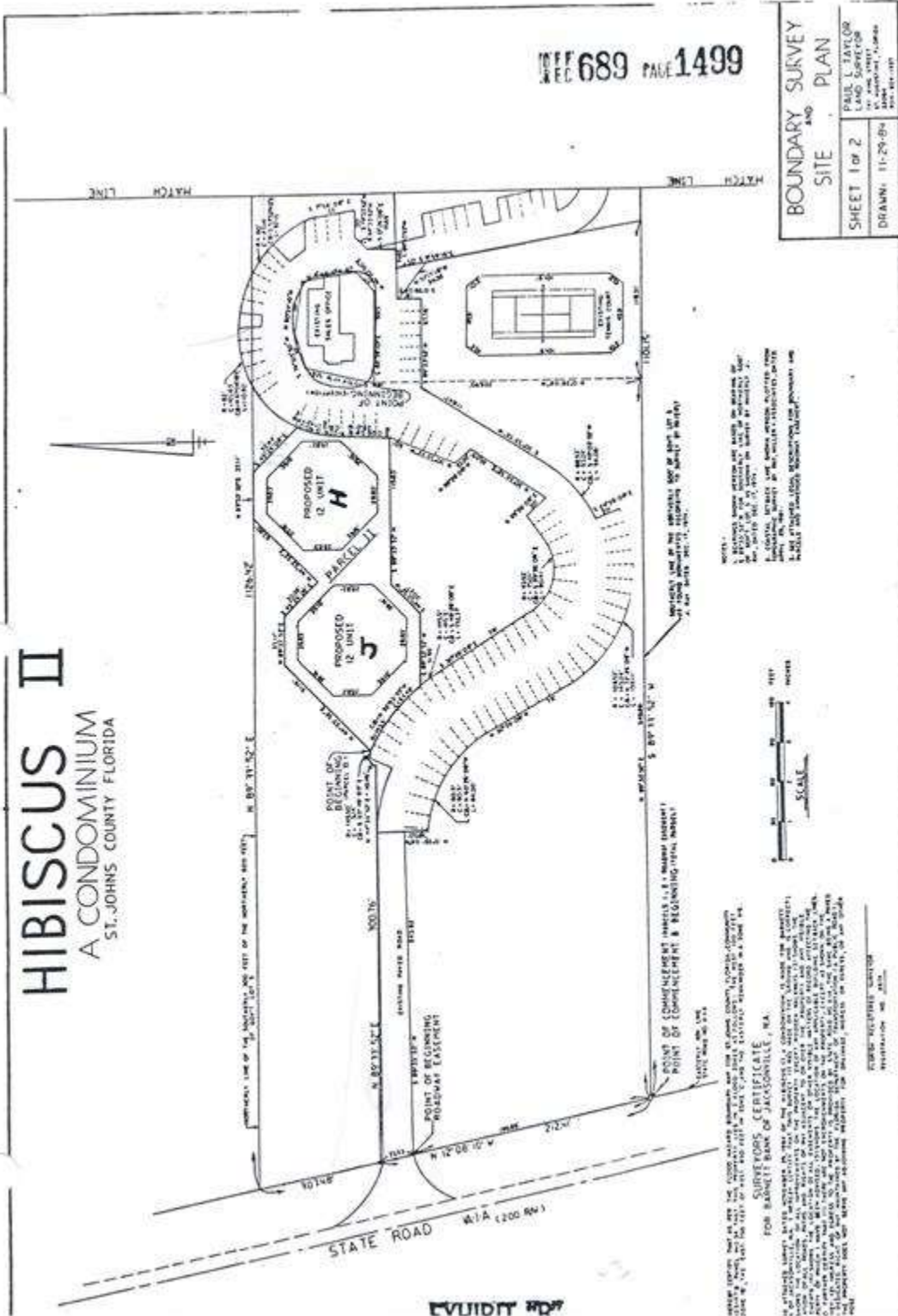
Paul L. Taylor, P.L.S.  
Registered Surveyor #2674

EXHIBIT "B"

SURVEY AND PLOT PLAN

# HIBISCUS II

A CONDOMINIUM  
ST. JOHNS COUNTY FLORIDA



BOUNDARY SURVEY SITE AND PLAN	
SHEET 1 of 2	PAUL L. TAYLOR LAND SURVEYOR St. Johns County, Florida 11-29-84
DRAWN: 11-29-84	

NOTES:  
1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.  
2. ALL BEARINGS ARE TRUE BEARINGS.  
3. ALL DISTANCES ARE TO THE CENTER OF THE LINE.  
4. ALL DISTANCES ARE TO THE CENTER OF THE ROAD.  
5. ALL DISTANCES ARE TO THE CENTER OF THE DRIVE.  
6. ALL DISTANCES ARE TO THE CENTER OF THE EASEMENT.  
7. ALL DISTANCES ARE TO THE CENTER OF THE UNIT.  
8. ALL DISTANCES ARE TO THE CENTER OF THE PARCEL.



FOR BARNETT BANK OF JACKSONVILLE, FLA.  
SUBJECT: CERTIFICATE  
FOR BARNETT BANK OF JACKSONVILLE, FLA.  
I, PAUL L. TAYLOR, LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY RECORD AS FILED IN MY OFFICE ON 11-29-84.

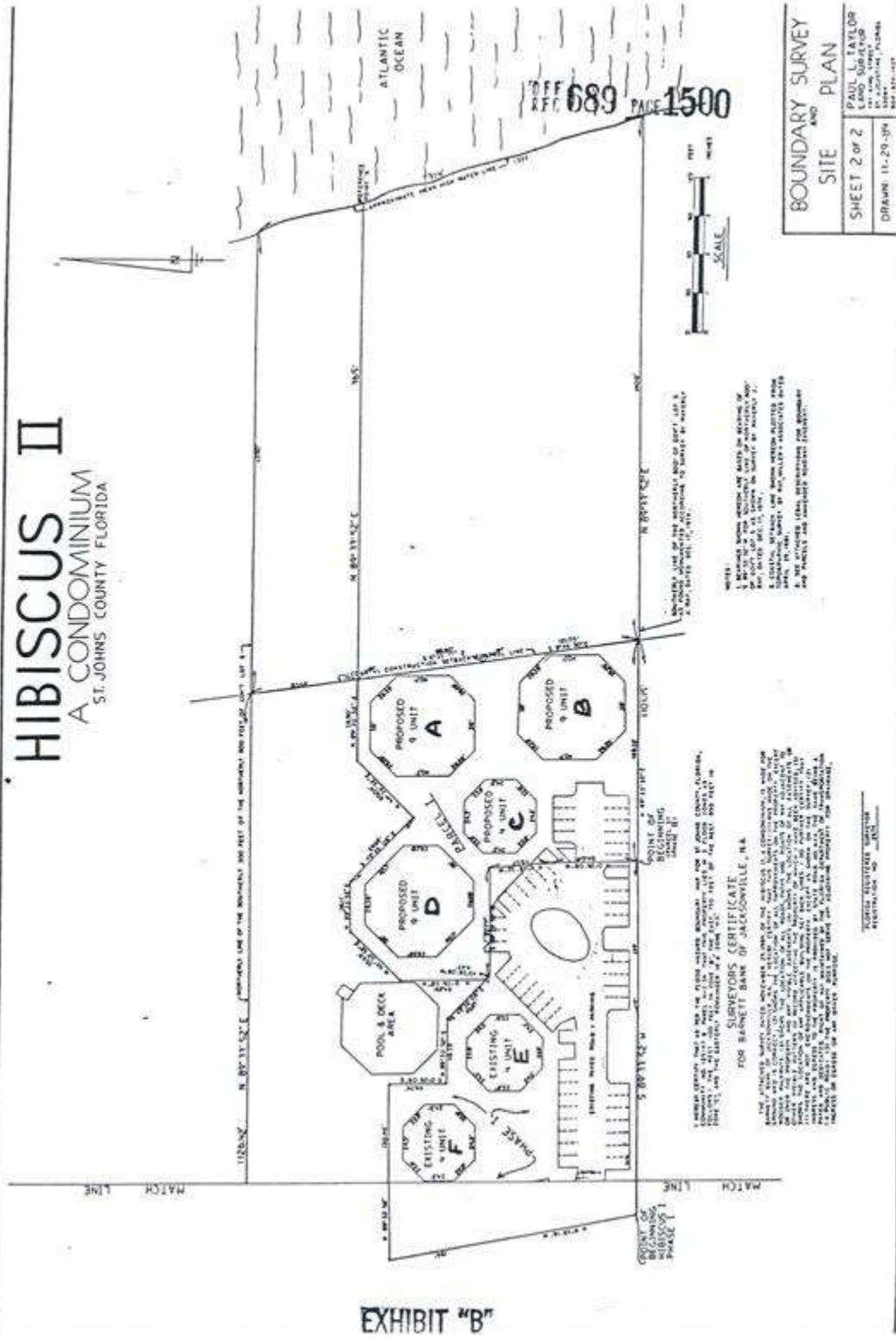
STATE OF FLORIDA  
COUNTY OF ST. JOHNS  
I, PAUL L. TAYLOR, LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY RECORD AS FILED IN MY OFFICE ON 11-29-84.

EVIDENT COPY

# HIBISCUS II

## A CONDOMINIUM

ST. JOHNS COUNTY FLORIDA



REF. 689 PAGE 1500



1. BEARING AND DISTANCE OF THE SUBSTITUTION OF THE UNIT'S BOUNDARY LINE AS SHOWN ON THIS PLAN SHALL BE AS SHOWN ON THIS PLAN.

2. THE UNIT'S BOUNDARY LINE AS SHOWN ON THIS PLAN SHALL BE AS SHOWN ON THIS PLAN.

3. THE UNIT'S BOUNDARY LINE AS SHOWN ON THIS PLAN SHALL BE AS SHOWN ON THIS PLAN.

### SURVEYORS CERTIFICATE

FOR BANCIT BANK OF JACKSONVILLE, FLA.

I, the undersigned, being a duly licensed and qualified surveyor in the State of Florida, do hereby certify that the foregoing is a true and correct copy of the original survey as shown on the attached plan, and that the same has been approved by me as the Surveyor of the State of Florida.

DATE: 11-29-24

PAUL L. TAYLOR  
Surveyor  
No. 123456789  
St. Johns County, Florida

BOUNDARY SURVEY AND SITE PLAN	
SHEET 2 of 2	PAUL L. TAYLOR
DRAWN: 11-29-24	LEAD SURVEYOR
	NO. 123456789
	ST. JOHNS COUNTY, FLORIDA

EXHIBIT "B"

UNIT #301 UNIT TYPE 9-2F	UNIT #302 UNIT TYPE 9-3F	UNIT #303 UNIT TYPE 9-2F
UNIT #201 UNIT TYPE 9-2F	UNIT #202 UNIT TYPE 9-3F	UNIT #203 UNIT TYPE 9-2F
UNIT #101 UNIT TYPE 9-2F	UNIT #102 UNIT TYPE 9-3F	UNIT #103 UNIT TYPE 9-2F

**BUILDING SECTION  
9 UNIT BLDG.**

BUILDINGS A, B & D

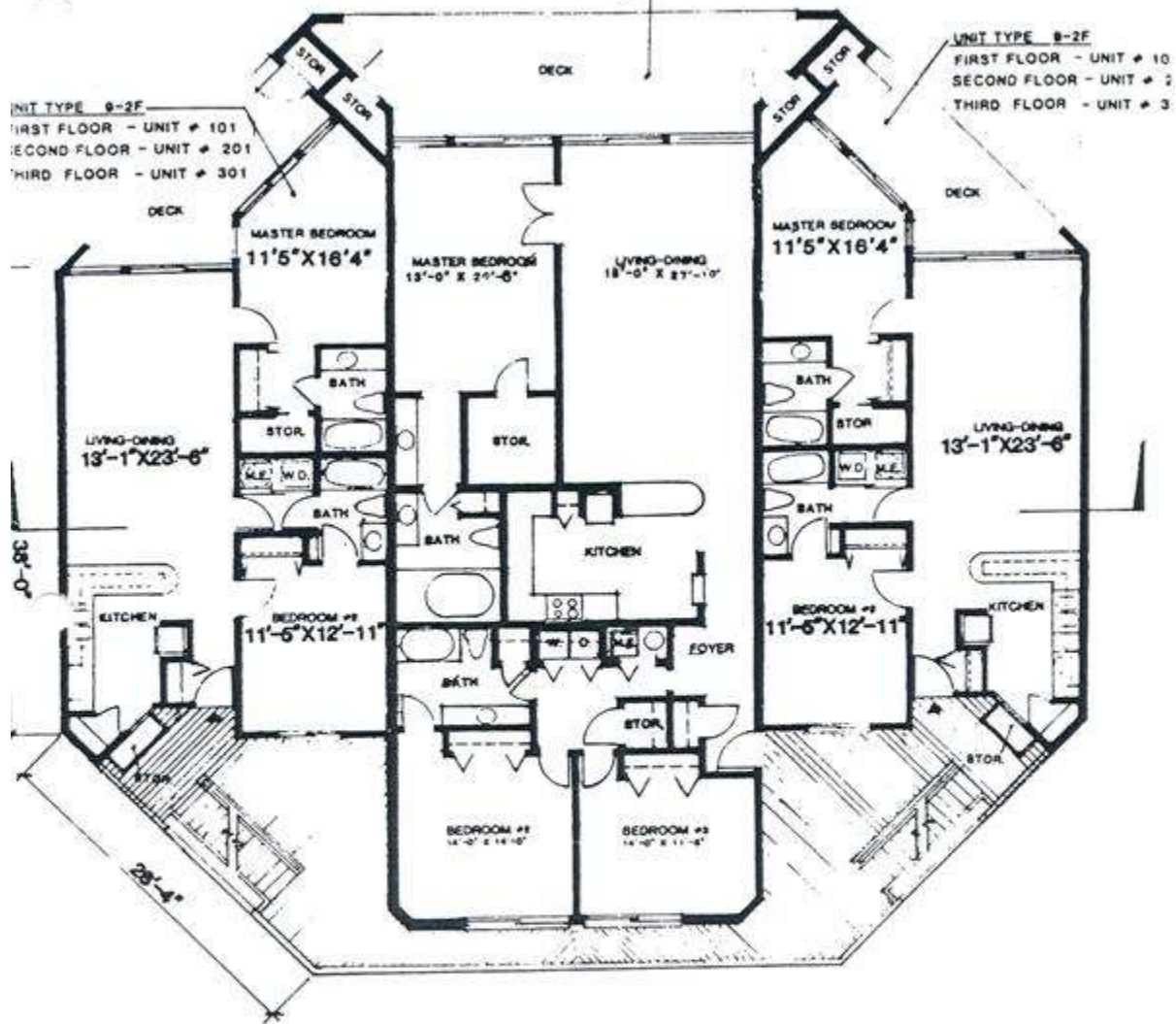
UNIT NUMBERING SYSTEM:  
BUILDING LETTER (A, B OR D) PRECEDES  
UNIT NUMBER. E.G. A-101 (FIRST FLOOR,  
UNIT TYPE (9-2F)

UNIT TYPE 9-7  
 FIRST FLOOR - UNIT # 102  
 SECOND FLOOR - UNIT # 202  
 THIRD FLOOR - UNIT # 302

OFF REC 689 PAGE 1502

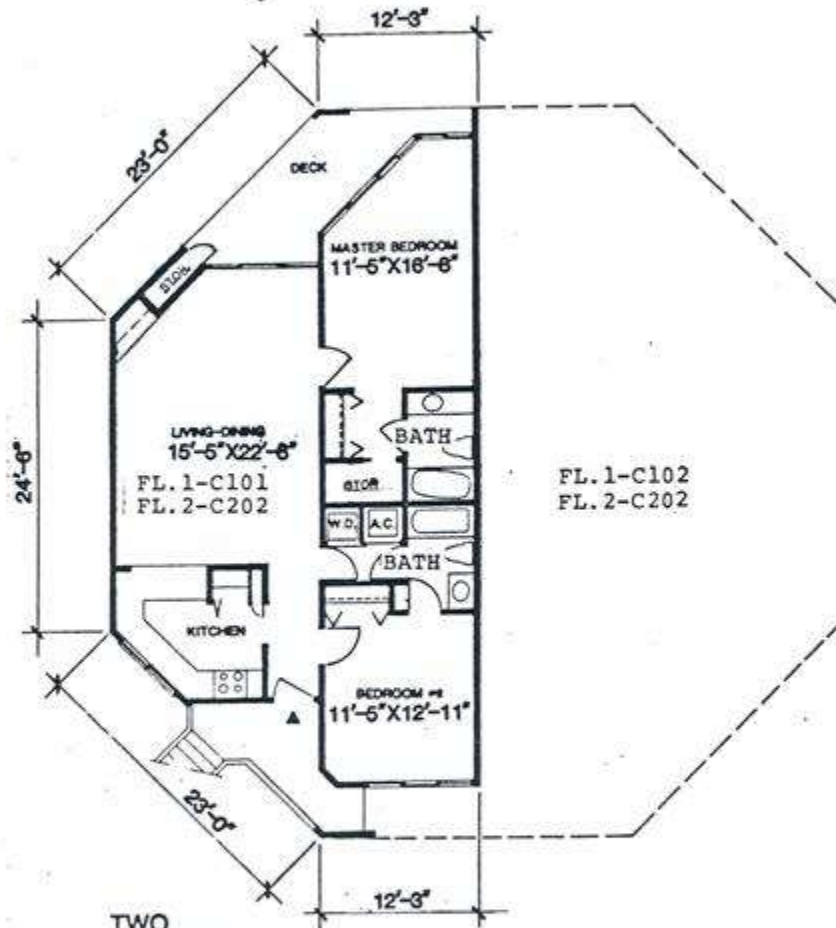
UNIT TYPE 9-2F  
 FIRST FLOOR - UNIT # 101  
 SECOND FLOOR - UNIT # 201  
 THIRD FLOOR - UNIT # 301

UNIT TYPE 9-2F  
 FIRST FLOOR - UNIT # 10  
 SECOND FLOOR - UNIT # 2  
 THIRD FLOOR - UNIT # 3

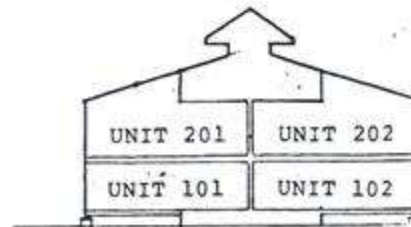


**FLOOR PLAN  
 9 UNIT BLDG.  
 BUILDINGS A, B, D**

HIBISCUS II prepared by:  
 Clements - Rumpel Associates  
 5/85



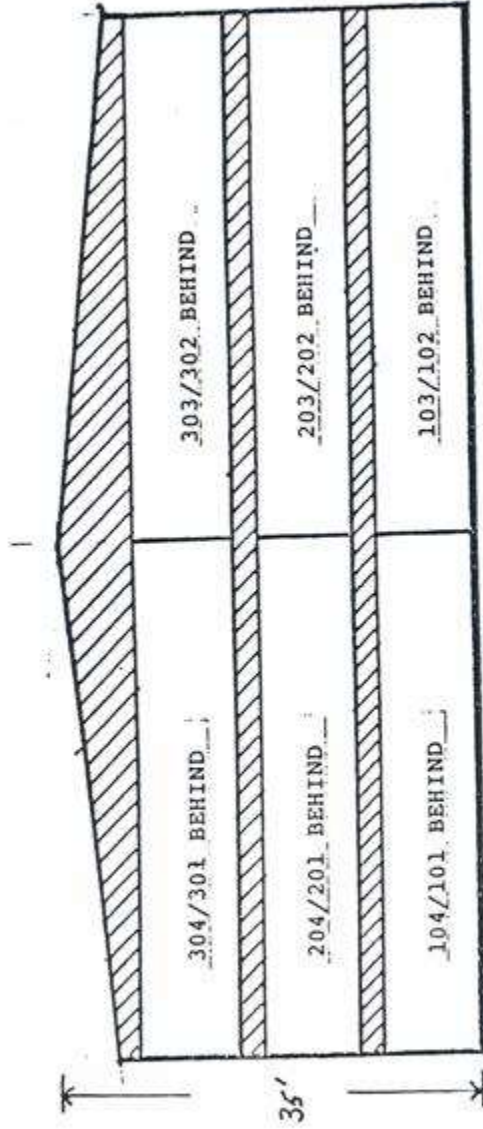
TWO  
BEDROOM  
FLAT  
1065 SF  
UNIT TYPE 4-2F  
BUILDING C



SECTION - BLDG. C

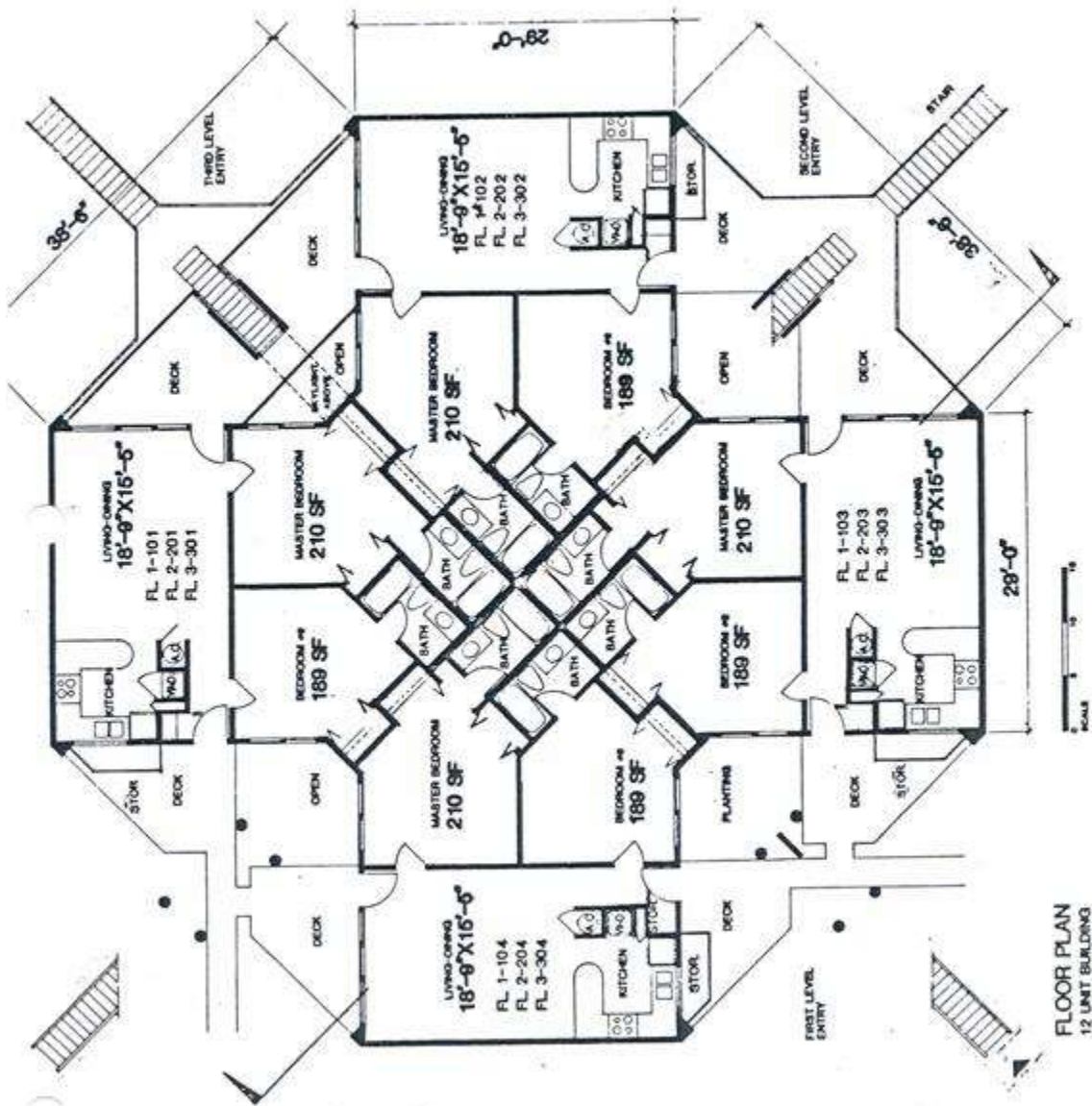
HIBISCUS II prepared by:  
CLEMENTS - RUMPEL ASSOCIATES

11/84



**BUILDING SECTION**  
**12 UNIT BLDG.**  
BUILDINGS H & J.

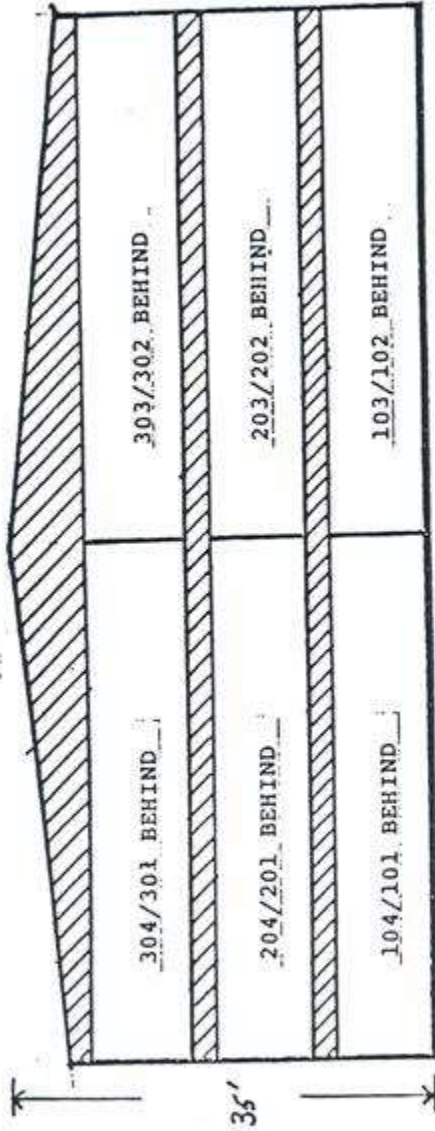
UNIT NUMBERING SYSTEM:  
BUILDING LETTER (H OR J) PRECEDES  
UNIT NUMBER. E.G. H-101 (1ST FLOOR,  
UNIT TYPE 12-2F



FLOOR PLAN  
12 UNIT BUILDING  
BUILDINGS 11A, J  
ALL UNIT TYPES 12 - 2F

HIBISCUS II prepared by:  
CLEMENTS - RUMPEL ASSOCIATES  
11/84

EXHIBIT C  
TO DECLARATION OF CONDOMINIUM  
Certificate of Surveyor



**BUILDING SECTION**  
**12 UNIT BLDG.**

BUILDINGS H & J.

UNIT NUMBERING SYSTEM:  
BUILDING LETTER (H OR J) PRECEDES  
UNIT NUMBER. E.G. H-101 (1ST FLOOR,  
UNIT TYPE 12-2F

689 P.M.C. 1508

EXHIBIT D

TO DECLARATION OF CONDOMINIUM

Identification of each Unit together  
with share of common elements and  
common expense

**SURVEYOR'S CERTIFICATE**

The undersigned, a registered land surveyor authorized to practice in the State of Florida, hereby certifies with respect to HIBISCUS II, a Condominium, (the "Condominium") that the construction of buildings H and J in the Condominium, and the following Units located therein (as shown on Schedule 1 attached hereto):

H-101	H-201	J-101	J-201	J-301	H-301
H-102	H-202	J-102	J-202	J-302	H-302
H-103	H-203	J-103	J-203	J-303	H-303
H-104	H-204	J-104	J-204	J-304	H-304

and all planned improvements relating thereto, including but not limited to landscaping, utility services, access to Units in the buildings and common element facilities serving the buildings in which the foregoing Units are located, have been substantially completed so that the material attached to the Declaration, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements and of each Unit in the aforesaid buildings can be determined from these materials.

Paul R. [Signature]  
Professional Land Surveyor  
No. 2674, State of Florida  
(Seal):

Dated: November 19, 1985

Sworn to and subscribed before me  
this 19th day of November, 1985.

[Signature]  
Notary Public, State of Florida  
at Large.  
My commission expires: 9/29/89



# HIB'SCUS II

## A CONDOMINIUM

ST. JOHNS COUNTY FLORIDA

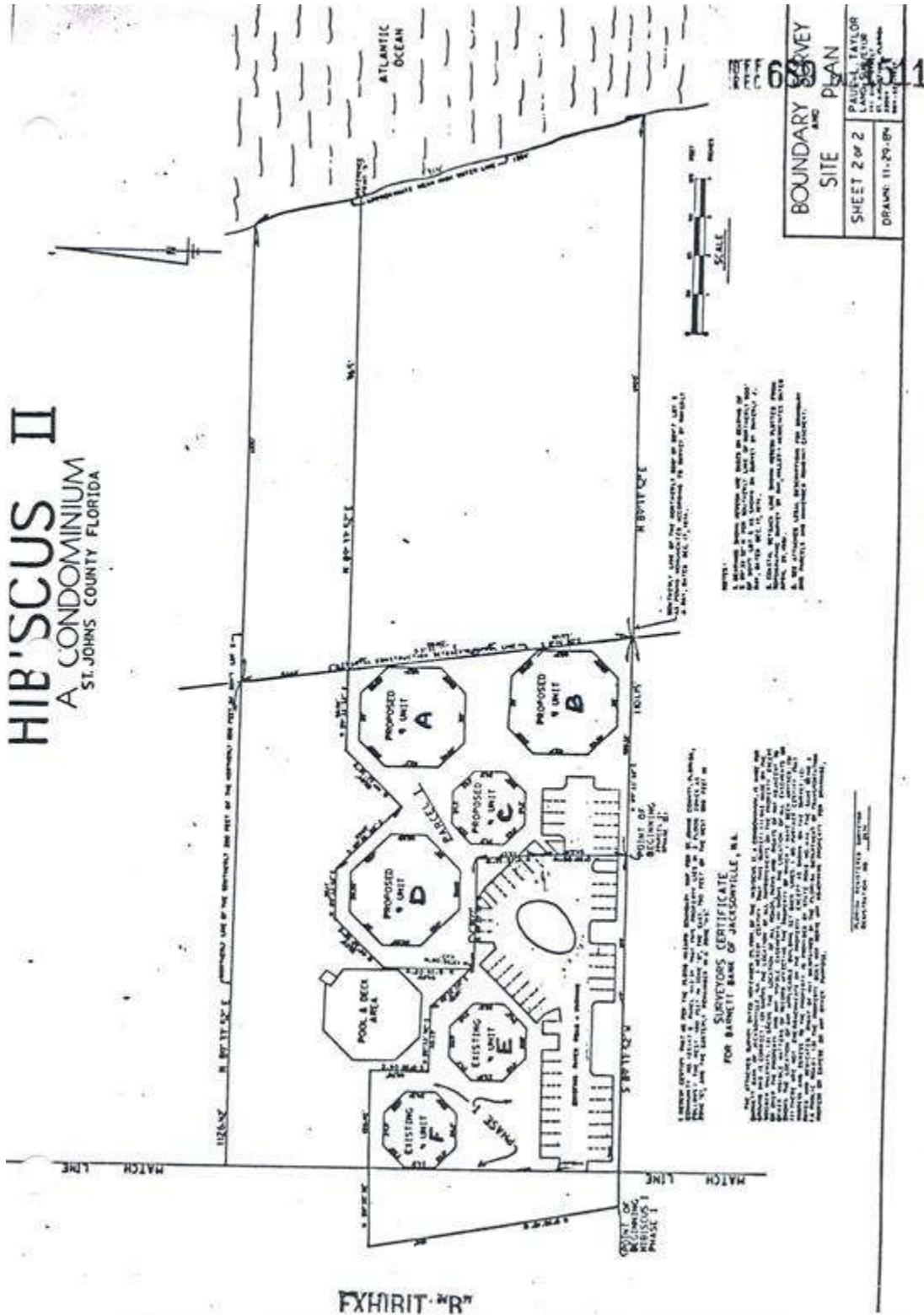


EXHIBIT "B"

6

BOUNDARY AND SITE PLAN

SHEET 2 OF 2  
 PAUL R. TAYLOR  
 LAND SURVEYOR  
 ST. JOHNS COUNTY, FLORIDA  
 DRAWN: 11-29-84

NOTES:  
 1. THIS PLAN IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR.  
 2. THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR.  
 3. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE PLAN.  
 4. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SURROUNDING AREAS AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE PLAN.  
 5. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE ADJACENT PROPERTIES AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE PLAN.

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE PLAN.  
 THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SURROUNDING AREAS AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE PLAN.  
 THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE ADJACENT PROPERTIES AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE PLAN.  
 SURVEYORS CERTIFICATE  
 FOR BARNETT BANK OF JACKSONVILLE, N.A.

PAUL R. TAYLOR  
 LAND SURVEYOR  
 ST. JOHNS COUNTY, FLORIDA

EXHIBIT "D"  
TO  
DECLARATION OF CONDOMINIUM  
OF HIBISCUS II, A CONDOMINIUM

The following schedule is a representation of the undivided share of Common Elements appurtenant to each Unit and the manner of sharing common expenses and owning common surplus for each Unit (stated as a percentage). Each unit is allocated a share of the Common Elements based on the relative size of the Units and their relative proximity to the ocean. Also set out opposite each Unit Number is the estimated assessment for each unit during the first fiscal year of operation of the Association.

Schedule of Unit Owner's Expense

The estimated assessment for each unit during the first fiscal year of operation of the Association is set forth below.

<u>Unit Number</u>	<u>Unit Type</u>	<u>Undivided Share of Common Elements</u>	<u>Monthly Assessment</u>	<u>Total Annual Assessment</u>
A-101	9-2F	2.07%	\$127.00	\$1,524.00
A-102	9-3F	2.42%	148.00	1,776.00
A-103	9-2F	2.07%	127.00	1,524.00
A-201	9-2F	2.07%	127.00	1,524.00
A-202	9-3F	2.43%	148.00	1,776.00
A-203	9-2F	2.07%	127.00	1,524.00
A-301	9-2F	2.07%	127.00	1,524.00
A-302	9-3F	2.43%	148.00	1,776.00
A-303	9-2F	2.07%	127.00	1,524.00
B-101	9-2F	2.07%	127.00	1,524.00
B-102	9-3F	2.42%	148.00	1,776.00
B-103	9-2F	2.07%	127.00	1,524.00
B-201	9-2F	2.07%	127.00	1,524.00
B-202	9-3F	2.43%	148.00	1,776.00
B-203	9-2F	2.07%	127.00	1,524.00
B-301	9-2F	2.07%	127.00	1,524.00
B-302	9-3F	2.43%	148.00	1,776.00
B-303	9-2F	2.07%	127.00	1,524.00
C-101	4-2F	2.07%	127.00	1,524.00
C-102	4-2F	2.07%	127.00	1,524.00
C-201	4-2F	2.07%	127.00	1,524.00
C-202	4-2F	2.07%	127.00	1,524.00
D-101	9-2F	2.07%	127.00	1,524.00

D-102	9-3F	2.42%	148.00	1,776.00
D-103	9-2F	2.07%	127.00	1,524.00
D-201	9-2F	2.07%	127.00	1,524.00
D-202	9-3F	2.42%	148.00	1,776.00
D-203	9-2F	2.07%	127.00	1,524.00
D-301	9-2F	2.07%	127.00	1,524.00
D-302	9-3F	2.42%	148.00	1,776.00
D-303	9-2F	2.07%	127.00	1,524.00
H-101	12-2F	1.36%	83.00	996.00
H-102	12-2F	1.36%	83.00	996.00
H-103	12-2F	1.36%	83.00	996.00
H-104	12-2F	1.36%	83.00	996.00
H-201	12-2F	1.36%	83.00	996.00
H-202	12-2F	1.36%	83.00	996.00
H-203	12-2F	1.36%	83.00	996.00
H-204	12-2F	1.36%	83.00	996.00
H-301	12-2F	1.36%	83.00	996.00
H-302	12-2F	1.36%	83.00	996.00
H-303	12-2F	1.36%	83.00	996.00
H-304	12-2F	1.36%	83.00	996.00
J-101	12-2F	1.36%	83.00	996.00
J-102	12-2F	1.36%	83.00	996.00
J-103	12-2F	1.36%	83.00	996.00
J-104	12-2F	1.36%	83.00	996.00
J-201	12-2F	1.36%	83.00	996.00
J-202	12-2F	1.36%	83.00	996.00
J-203	12-2F	1.36%	83.00	996.00
J-204	12-2F	1.36%	83.00	996.00
J-301	12-2F	1.36%	83.00	996.00
J-302	12-2F	1.36%	83.00	996.00
J-303	12-2F	1.36%	83.00	996.00
J-304	12-2F	1.36%	83.00	996.00
TOTALS		100.00%	\$6118.00	\$73,416.00

EXHIBIT "E"

ARTICLES OF INCORPORATION

NOV 27

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ARTICLES OF INCORPORATION  
OF  
HIBISCUS CONDOMINIUM ASSOCIATION II, INC.

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I.

Name

The name of the corporation shall be Hibiscus Condominium Association II, Inc. For convenience the corporation shall be referred to in this instrument as the Association.

ARTICLE II.

Purpose

A. The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, for the operation of Hibiscus II, a Condominium, to be located on the property more particularly described in the Declaration of Condominium establishing such condominium, recorded or to be recorded among the public records of St. Johns County, Florida (hereinafter referred to as the "Condominium").

B. The Association shall make no distributions of income to its members, directors or officers.

ARTICLE III.

Powers

The powers of the Association shall include all of the common law and statutory powers of a corporation not for profit including, but not limited to those set forth in Chapter 617 and Chapter 718, Florida Statutes, as presently existing or as may be amended from time to time, together with those powers conferred by the Declaration of Condominium, these Articles of Incorporation and the Bylaws of the Association.

ARTICLE IV.

Members

A. The members of the Association shall consist of all of the record owners of units in the Condominium, and after termination of the Condominium shall consist of those who are members at the time of such termination and their successors and assigns.

B. Change of ownership in the Association shall be established by recording in the public records of St. Johns County, Florida, a deed or other instrument establishing a record title to a unit in the Condominium and the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

C. The shares of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his unit.

D. A member shall be entitled to one vote for each unit owned by him, except there shall be no vote for any unit owned by the Association. The manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE V.

Directors

The affairs of the Association shall be managed by a Board of Directors consisting of no less than three (3) Directors, nor more than seven (7) Directors. Each Director shall be a person entitled to cast a vote in the Association, except as otherwise provided herein or in the Bylaws. The initial Board of Directors shall consist of three (3) members. The names and addresses of the persons who are to serve as the initial Board of Directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Irwin Carasso	Route 1, Box 93 A1A South St. Augustine, FL 32084
L. Peter Johnson	1549 Beach Avenue Atlantic Beach, FL 32233
Gordon Hein	P.O. Box 410 St. Augustine, FL
Paul W. Gardner	7 San Rafael Ct. St. Augustine, FL 32084

The initial Board of Directors shall serve until the annual meeting of the members held within one (1) year after the recording of the Declaration of Condominium, or until a special election meeting of the members to be held in accordance with the Bylaws upon the occurrence of one of the following events, whichever occurs first:

When unit owners other than Community Projects, Inc. (the "Sponsor") own fifteen (15%) percent or more of the units, such unit owners shall be entitled to elect not less than one-third (1/3) but not more than two-fifths (2/5) of the members of the Board. Unit owners other than the Sponsor shall be entitled to elect no less than a majority of the members of the Board: three (3) years after sales by the Sponsor have been closed on fifty percent (50%) of the units; or three (3) months after sales by the Sponsor have been closed on ninety per cent (90%) of the units or four (4) months after sales have been closed by the Sponsor on seventy-five percent (75%) of the units; or when all of the units have been completed and some of them have been sold and none of the other units are being offered for sale by the Sponsor in the ordinary course of business, or when some of the units have been sold and none of the others are being offered for sale by the Sponsor in the ordinary course of business; or when the Sponsor voluntarily relinquishes control of the Association, whichever shall first occur, but in no event later than three (3) years after the first conveyance of a Unit to a purchaser. In any event, however, the Sponsor shall be entitled to elect not less than one (1) member of the Board so long as the Sponsor holds for sale in the ordinary course of business five percent (5%) or more units.

Thereafter the Directors shall be elected annually by the members in the manner provided in the Bylaws.

ARTICLE VI.

Officers

The affairs of the Association are to be managed by a President, one or more Vice Presidents, a Treasurer, a Secretary and such other officers as the Bylaws of the Association may provide from time to time. The names of the initial officers are as follows:

<u>NAME</u>	<u>OFFICE</u>
L. Peter Johnson	President
Paul W. Gardner	Vice President
Irwin Carasso	Vice President/Secretary
Gordon Hein	Treasurer

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The foregoing shall hold office until the first meeting of the Board of Directors held within one ~~year~~ year after the recording of the Declaration of Condominium, or the first meeting of the Board of Directors held following a special election meeting of the members as provided in Article V of these Articles of Incorporation and the Bylaws, whichever occurs first. Commencing with said meeting of the Board of Directors, such officers will be elected annually by the Board of Directors to hold office until the next annual meeting of the Board of Directors or until their successors are elected and qualified. In the event of a vacancy in any such office, whether prior to or after the above described first meeting of the Board of Directors, or following the special election meeting of the members, whichever occurs first, such vacancy shall be filled by a majority, even though less than a quorum, of the Board of Directors.

ARTICLE VII.

Indemnification and Insurance

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged grossly negligent or criminally culpable in the performance of his duties; provided, that in the event of settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such directors or officers may be entitled.

B. The Board of Directors may, and shall if reasonably available, purchase liability insurance to insure all directors, officers or agents, past and present against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the unit owners as a part of the Common Expenses.

ARTICLE VIII.

Bylaws

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Board of Directors in the manner provided by the Bylaws.

ARTICLE IX.

Amendments

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

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

(b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by a majority vote of the members of the Association. Directors and members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the Secretary prior to such meeting. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and not less than a majority vote of the members of the Association.

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all the record owners of units in the manner required for the execution of a deed.

(d) Notwithstanding anything to the contrary contained herein, the initial Board of Directors shall have the right to amend these Articles of Incorporation without the consent of any member so long as no such amendment shall adversely affect the rights or powers of the holder of any previously recorded mortgage upon any unit or adversely affect any member.

(e) No amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Article IV, Section C hereof, without approval in writing by all members and the written consent of all record owners of mortgages upon the Condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium, nor shall any amendment be made which modifies, restricts or otherwise affects the rights and powers of the initial Board of Directors or of the developer of the Condominium.

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(f) A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the public records of St. Johns County, Florida. ICSA NOV 27 PM 4:05  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLE X.

Term

The term of the Association shall be perpetual unless the Declaration is terminated pursuant to the terms thereof or pursuant to any applicable provision of the Florida Statutes.

ARTICLE XI.

Subscribers


The names and addresses of the subscribers to these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Norma McCormick	333 Laurina Street, #231 Jacksonville, Florida 32216
Carol A. Jackman	2764 Kiowa Avenue Orange Park, FL 32073
Donna E. Just	3830 University Blvd. South Jacksonville, Florida 32216

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures this 15<sup>th</sup> day of November, 1984.

  
Norma McCormick

  
Carol A. Jackman

  
Donna E. Just

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

STATE OF FLORIDA )  
                          )  
COUNTY OF DUVAL )

BEFORE ME personally appeared NORMA McCORMICK, to me well known and known to me to be the person described in and who executed the foregoing Articles of Incorporation of The Hibiscus Condominium Association II, Inc. and acknowledged before me that she signed said Articles of Incorporation for the uses and purposes therein set forth.

WITNESS my hand and official seal at Jacksonville, Duval County, Florida, this 15<sup>th</sup> day of November, 1984.

*Elizabeth S. Bryant*  
Notary Public, State of Florida  
at Large.

My Commission Expires: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires Dec. 21, 1987

[Notarial Seal]

STATE OF FLORIDA )  
                          )  
COUNTY OF DUVAL )

BEFORE ME personally appeared CAROL A. JACKMAN, to me well known and known to me to be the person described in and who executed the foregoing Articles of Incorporation of The Hibiscus Condominium Association II, Inc. and acknowledged before me that she signed said Articles of Incorporation for the uses and purposes therein set forth.

WITNESS my hand and official seal at Jacksonville, Duval County, Florida, this 15<sup>th</sup> day of November, 1984.

*Elizabeth S. Bryant*  
Notary Public, State of Florida  
at Large.

My Commission Expires: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires Dec. 21, 1987

[Notarial Seal]

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

STATE OF FLORIDA    )  
                          )  
COUNTY OF DUVAL    )

BEFORE ME personally appeared DONNA E. JUST, to me well known and known to me to be the person described in and who executed the foregoing Articles of Incorporation of The Hibiscus Condominium Association II, Inc. and acknowledged before me that she signed said Articles of Incorporation for the uses and purposes therein set forth.

WITNESS my hand and official seal at Jacksonville, Duval County, Florida, this 15th day of November, 1984.

*Elizabeth S. Burkett*  
\_\_\_\_\_  
Notary Public, State of Florida  
at Large.

Notary Public, State of Florida  
My Commission Expires Dec. 21, 1987

My Commission Expires: \_\_\_\_\_

[Notarial Seal]

CERTIFICATE DESIGNATING  
PLACE OF BUSINESS OR DOMICILE  
FOR THE SERVICE OF PROCESS WITHIN THIS STATE  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

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OFFICE OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First -- That HIBISCUS CONDOMINIUM ASSOCIATION II, INC. desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation at St. Augustine, County of St. Johns, State of Florida, has named: GORDON HEIN, located at 20 Cordova Street, City of St. Augustine, County of St. Johns, State of Florida, as its agent to accept service of process within this state.

ACKNOWLEDGMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.

By Gordon Hein  
Gordon Hein, Registered Agent

EXHIBIT "F"

BYLAWS

BYLAWS  
OF  
HIBISCUS CONDOMINIUM ASSOCIATION II, INC.  
A FLORIDA CORPORATION NOT FOR PROFIT

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ARTICLE I

IDENTITY

Section 1. Condominium. These are the Bylaws of HIBISCUS CONDOMINIUM ASSOCIATION II, INC., (the "Association"), a non-profit Florida corporation, as provided for in Chapter 718, Florida Statutes, which has been organized for the purpose of administering Hibiscus II, a Condominium, located on the property described in the Declaration of Condominium of Hibiscus II, a Condominium, (the "Condominium") filed or to be filed in the public records of St. Johns County, Florida, and as amended from time to time.

Section 2. Office. The office of the Association shall be in St. Johns County, Florida, at the site of the Condominium or such other place as may be designated by the Board of Directors (the "Board").

Section 3. Registered Agent. For the purpose of service of process, the Association has designated a registered agent, which designation may be changed from time to time.

Section 4. Seal. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation Not For Profit" and the year of incorporation.

ARTICLE II

MEMBERS

Section 1. Qualification. The members of the Association shall consist of all of the record owners of Condominium units (hereinafter "unit").

Section 2. Change of Membership. Change of membership in the Association shall be established by recording in the public records of St. Johns County, Florida, a deed or other instrument establishing a record title to a unit in the Condominium and the delivery to the Association of a copy of such instrument, the owner designated by such instrument thereby becoming a member of

the Association. The membership of the prior owner shall be thereby terminated.

Section 3. Voting Rights. A member will be entitled to one vote for each residential unit owned by him. The manner of exercising such voting rights shall be determined by these Bylaws. The term "majority" as used in these Bylaws and other Condominium instruments in reference to voting by unit owners, Association members, and the Board of Directors, means more than fifty (50%) percent.

Section 4. Designation of Voting Representative. If a unit is owned by one person his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the President or Vice President and attested by the Secretary of the corporation. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof.

Section 5. Approval or Disapproval of Matters. Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these Bylaws.

Section 6. Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

### ARTICLE III

#### MEMBERS' MEETINGS

Section 1. Annual Members' Meeting. There shall be an annual meeting of the members of the Association. The initial members' meeting shall be held within one (1) year after the recording of the Declaration of Condominium. Thereafter, the annual members' meeting shall be held in April of each year beginning with the second calendar year after the recording of the Declaration of Condominium at a date, place and time to be

determined by the Board for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members.

Section 2. Special Members' Meeting. Special members' meetings shall be held whenever called by a majority of the Board of Directors and must be called by such Directors upon receipt of a written request from members entitled to cast ten (10%) percent of the votes of the entire membership.

Section 3. Notice of All Members' Meetings. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given unless waived in writing. Such notice shall be in writing and furnished to each member not less than fourteen (14) days nor more than sixty (60) days in advance of the date of the meeting and by posting at a conspicuous place on the Condominium property a notice of the meeting at least fourteen (14) days but not more than sixty (60) days in advance of the date of the meeting. Unless a member waives in writing the right to receive notice of the annual meeting by mail, the notice to each member shall be furnished by mailing the same by certified mail to each member at his address as it appears on the books of the Association and the post office receipt shall be retained as proof of such mailing. Notice of a particular meeting may be waived at any time prior to the date upon which notice for that particular meeting, as described herein, is required to be given.

Section 4. Quorum. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the Association. The acts approved by a plurality vote of those present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater vote is required by the Declaration of Condominium or these Bylaws. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

Section 5. Action Without A Meeting. Whenever the vote of members at a meeting is required for any action of the Association, the meeting and the vote of members may be dispensed with, if members representing seventy-five (75%) percent of the votes of the Association shall agree in writing to such action being taken.

Section 6. Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event

shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it. Each proxy shall state the name of the person voting by proxy, the name of the person authorized to vote the proxy for him and the date on which the proxy was given. Proxies must be filed with the Secretary before the appointed time for the meeting for which the proxy is given or any adjournment thereof. Provided, however, that no one person may be designated to hold proxies of more than five (5) members.

Section 7. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

Section 8. Order of Business. The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers.
- (e) Reports of Committees.
- (f) Election of Directors.
- (g) Unfinished Business.
- (h) New Business.
- (i) Adjournment.

ARTICLE IV

DIRECTORS

Section 1. Powers. The business and affairs of the Association shall be managed by the Board, which, in addition to the powers conferred by these Bylaws, may exercise all powers and

do all acts and things in behalf of the Association as are not by statute or by the Articles of Incorporation of the Association (the "Charter") or by these Bylaws or by the Declaration of Condominium specifically directed or required to be exercised or done by the members, including, without limitation, the following:

1.1 The Association has a lien on each condominium unit for any unpaid assessments with interest and for reasonable attorneys' fees incurred in the collection of the assessment or enforcement of the lien. It also has the power to purchase the unit at the foreclosure sale and to hold, lease, mortgage or convey it.

1.2 In addition to its rights to purchase units at a lien foreclosure sale, the Association generally has the power to purchase units in the Condominium and to acquire, hold, lease, mortgage and convey such units.

Section 2. Composition and Qualifications. The initial Board and their term of office shall be as set forth in the Charter, notwithstanding any terms and provisions in these Bylaws to the contrary. The Board, other than the initial Board, shall be elected by the members at the annual meeting of the members held within one (1) year after the recording of the Declaration of Condominium, or at the first "special election meeting" (as defined in Article IV, Section 3, of these Bylaws) whichever occurs first, and each Director shall serve until the next annual meeting of the members or until his successor shall be elected and shall qualify. Except for the initial Board and any Director on the initial Board who may succeed himself in office, each Director shall be a person entitled to cast a vote in the Association. The Board shall be composed of three (3) Directors initially. The number of Directors may be increased or decreased by amendment to this provision of the Bylaws, but shall never be less than three (3) nor more than seven (7).

Section 3. Election of Directors.

(a) Except as provided in subsection (d) hereof, commencing with the first annual meeting of members to be held within one (1) year after the recording of the Declaration of Condominium, members of the Board shall be elected by a plurality vote of the members present in person or by proxy at the annual meeting of the members of the Association, and entitled to vote.

(b) Except as provided in subsection (c), vacancies on the Board occurring between annual meetings of members shall be filled by the remaining Directors,

although less than a quorum. Provided however, a vacancy in the seat of any member of the initial Board or any Board member nominated or designated by (the "Sponsor") shall require concurrence of the Sponsor.

(c) Any Director (other than a member of the initial Board or a Board member nominated or designated by the Sponsor) may be removed by concurrence of a majority of the members of the Association at a special meeting of the members called for that purpose by at least ten percent (10%) of the members giving notice of the meeting in the manner provided for herein for special meetings. The vacancy on the Board so created shall be filled by the members of the Association at the same meeting.

(d) A "special election meeting" of the members shall be called for the following purposes at the following times:

(1) When unit owners other than the Sponsor own fifteen percent (15%) or more of the units that will be operated ultimately by the Association, the unit owners other than the Sponsor shall be entitled to elect not less than one-third (1/3) but no more than two-fifths (2/5) of the members of the Board.

(2) Unit owners other than the Sponsor shall be entitled to elect no less than a majority of the members of the Board:

(i) three years after sales by the Sponsor have been closed of fifty percent (50%) of the units that will be operated ultimately by the Association; or

(ii) three (3) months after sales by the Sponsor have been closed of ninety per cent (90%) of the units that will be operated ultimately by the Association; or

(iii) four (4) months after sales by the Sponsor have been closed of seventy-five percent (75%) of the units that will be operated ultimately by the Association; or

(iv) when all of the units that will be operated ultimately by the Association have

been completed and some of them have been sold and none of the others are being offered for sale by the Sponsor in the ordinary course of business; or

(v) when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Sponsor in the ordinary course of business; or

(vi) when the Sponsor voluntarily relinquishes control of the Association;

whichever shall first occur, but in no event later than three (3) years after the first conveyance of a unit to a purchaser.

(3) Any Director elected by unit owners other than the Sponsor pursuant to subsections (d)(1) and (d)(2) shall serve for the unexpired term of the Director that is replaced. The Sponsor shall determine, prior to the "special election meeting", which Sponsor appointed Board member shall resign to create the necessary vacancy for the special election meeting.

(4) Upon election to the Board of the first unit owner other than the Sponsor, the Sponsor shall forward to the Florida Division of Land Sales and Condominiums the name and mailing address of the said unit owner member of the Board.

(5) Notwithstanding anything herein to the contrary, the Sponsor shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Sponsor holds for sale in the ordinary course of business five percent (5%) of the units of the Condominium operated by the Association.

(6) Within sixty (60) days after unit owners other than the Sponsor are entitled to elect a member of the Board, the Association shall call and give notice of not less than thirty (30) days nor more than forty (40) days of a meeting of the unit owners for this purpose. Such meeting may be called and the notice given by any unit owner if the Association fails to do so.

(7) If the Directors or the Association fail to fill vacancies on the Board, as described herein, sufficient to constitute a quorum in accordance with these Bylaws, any unit owner may apply to the circuit court within whose jurisdiction the Condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the circuit court, the unit owner shall mail to the Association and post in a conspicuous place on the Condominium property a notice describing the intended action giving the Association or Directors the opportunity to fill the vacancies as described herein. If during the above described thirty days the Association or Directors fail to fill the vacancies, the unit owner may proceed with the petition in the circuit court. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted board of administration, and shall serve until the Association or Directors fill vacancies on the Board sufficient to constitute a quorum.

(e) Prior to or not more than sixty (60) days after the time that the unit owners other than the Sponsor elect a majority of the members of the Board, the Sponsor shall relinquish control of the Association and the unit owners shall accept control and the Sponsor shall simultaneously deliver to the Association all property of the unit owners and of the Association held by or controlled by the Sponsor including but not limited to the items required to be delivered pursuant to Chapter 718, Florida Statutes.

Section 4. Meetings. (a) Annual meetings of the Board will be held immediately following the annual meeting of the members commencing within one (1) year after the recording of the Declaration of Condominium. Regular meetings may be held without notice to Directors at such time and determined from time to time by the Board. (b) Special meetings of the Board may be called by the President on three days' notice to each Director, either personally, by mail or by telegram. Special meetings shall be called by the President or the Secretary in like manner and on like notice on the written request of two Directors. (c) Notice of any and all meetings of the Board may be waived by written waivers signed by all Directors. Meetings of the Board shall be open to all unit owners and notices of

meetings shall be posted conspicuously forty-eight (48) hours in advance on the Condominium property for the attention of unit owners except in an emergency. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

Section 7. Quorum. At all meetings of the Board a majority of the Directors shall be necessary to and shall constitute a quorum for the transaction of business and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board except as otherwise specifically provided by statute, the Charter or these Bylaws. If a quorum shall not be present at any meeting, the Directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. Compensation. The Board shall receive no salary as Directors except for such fee for attendance at meetings of the Board as shall be set by the members. Provided however, that nothing herein shall prohibit a Director from serving the Association in any other capacity and receiving compensation therefor.

Section 9. Committees. The Board may appoint such committees, including an Executive Committee, with such duties and powers as the Board may determine.

## ARTICLE V

### OFFICERS

Section 1. Officers and Election. The executive officers of the Association shall be a President who shall be a director, a Vice-President, a Treasurer and a Secretary, all of whom shall be elected annually by the Board and who may be preemptively removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary to properly manage the affairs of the Association.

Section 2. President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not

limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and members' meetings.

Section 3. Vice President. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such duties as shall be prescribed by the Directors.

Section 4. Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

Section 5. Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and he shall perform all other duties incident to the office of Treasurer.

Section 6. Compensation. The compensation, if any, of all officers shall be fixed by the members at their annual meeting. No officer who is a designee of the Sponsor shall receive any compensation for his services as such.

Section 7. Indemnification of Directors and Officers.

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged grossly negligent or criminally culpable in the performance of these duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board approves such

settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE VI

FISCAL MATTERS

Section 1. Annual Statement. The Board shall present at each annual meeting, and when called for by the vote of the members at any special meeting of the members, a full and clear statement of the business and condition of the Association. The annual statement shall include profit and loss statements and balance sheets prepared in accordance with sound business practices and with generally accepted accounting principles uniformly applied, and a report of actual receipts and expenditures for the previous 12 months. The report shall show the amounts of receipts by accounts and receipt classifications, and shall show the amounts of expenses by accounts and expense classifications including, if applicable, but not limited to, the following:

- (a) Costs of security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Costs for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Costs for building maintenance and repair;
- (h) Insurance costs;
- (i) Administrative and salary expenses; and
- (j) General reserves, maintenance reserves and depreciation reserves.

On or before March 1 of each year the Board shall furnish, by mail or personal delivery, to each unit owner a copy of the complete financial report. Any holder of a first mortgage upon a Unit shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year.

Section 2. Checks. All checks or demands for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the Board may from time to time designate.

Section 3. Fidelity Bonds. The Association shall obtain and pay for fidelity bonds in such amounts as the Board may require for all officers, directors, employees and volunteers who control or disburse funds of the Association. The expense of such bonds shall be a common expense.

Section 4. Assessments. The Board shall fix and determine the sums necessary and adequate for the continued ownership, operation and maintenance of the Condominium including common expenses, the payment for any items of betterment, and the establishment of appropriate reserve funds as the Board shall determine. Common expenses which are to be the subject of said assessment shall be defined annually by the Board and shall include all items of expense pertaining to the operation and maintenance of the Common Elements of the Condominium, the operation of this Association and its expenses, and lawful expenses authorized by Chapter 718, Florida Statutes, the Declaration, the Charter and these Bylaws. Such common expenses shall include but not be limited to: provision for property taxes and assessments of the Condominium (until such time as any of such taxes or assessments are made against units individually, and thereafter as to such taxes or assessments, if any, as may be assessed against the condominium as a whole), insurance premiums for fire, windstorm and extended coverage insurance on the Condominium as described in paragraph 8 of the Declaration of Condominium such personal property of the Condominium that is part of its Common Elements), which may include a deductible provision, premiums for adequate public liability insurance, legal and accounting fees, management fees, operating expenses of the condominium and this Association, maintenance, repairs and replacements, (but only as to the Common Elements except as may be otherwise authorized by the Declaration), charges for utilities and water used in common for the benefit of the Condominium, cleaning and janitor service of the Common Elements, expenses and liabilities incurred by the Association in connection with the indemnification of officers and directors provided for herein and in and about the enforcement of its rights or duties against the members or others, and the creation of reasonable contingency or reserve requirements for the protection of the members. There shall be excluded from common expenses, charges for utilities separately charged and metered to each unit and consumed

therein and any charges for alterations, repairs, painting or maintenance within the interior of any unit or otherwise, which are the responsibility of the unit owner, except for such charges for alteration, repairs, painting or maintenance which are the obligation of the unit owner and which must be made for the protection of the Common Elements of the Condominium but have not been made by such unit owner.

Section 5. Payment. Regular assessments shall be paid by the members on a monthly basis. The standard of assessments for the first year of operation (or prorata part thereof) shall be as set forth in a projected operating budget certified by the Sponsor to be the then existing projected operating budget of the Condominium. Said assessment shall be computed thereafter in the manner set forth herein and in the Declaration. When the assessment is fixed by the Board it shall be retroactive to the first of that fiscal year and the owners of units will be credited with any accrued monthly assessment charges for that year with the sums they have theretofore paid in that year. Monthly assessment charges once fixed shall continue until changed by the Board hereunder and shall be due and payable without notice or demand no later than the tenth (10th) day of each month of the month due. With respect to changed assessments and/or demands for retroactive arrearages, notice in writing must be given to each of the members thereof and payment will be due and payable without further or other notice within ten (10) days of the posting of such a notice as provided for the service of notices herein.

Section 6. Adjustment. The assessment fixed and to be fixed hereunder is and shall be based upon a projection and estimate by the Board and may be in excess of or less than the actual sums required. In such event, the Board, by appropriate action, may increase or decrease the amount of any assessment and make such adjustments respecting the reserves as they shall determine, including an assessment against each member of his proportionate share of any deficiency or the crediting to each member of his proportionate share of any excess of the actual sums required together with reasonable reserves.

Section 7. Time for Determining. After the initial determination of the annual cash requirements of the Association, determinations thereafter shall be made on a fiscal or calendar year basis (as the Board may determine) by the Board as soon as reasonably practicable after the end of the first and each subsequent year of operation of the Association.

Section 8. Special Assessments. Special assessments, if required, shall be levied and paid in the same manner as heretofore provided for regular assessments. Special assessments can be of two kinds: (i) those chargeable to all members in the same proportions as regular assessments to meet expenses not anticipated to be incurred on a regular or annual basis, including but not limited to, assessments to meet shortages or emergencies, or construct, reconstruct, repair or replace all or any part of the Common Elements (including fixtures and personal property related thereto) and for such other purposes as shall have been approved by the members at a duly convened meeting; and (ii) those assessed against one member alone to cover repairs or maintenance for which such member is responsible and which he has failed to make, which failure impairs the value of or endangers the Common Elements or the Condominium or which are for expenses incident to the abatement of a nuisance within his unit.

Section 9. Annual Budget of Common Expenses. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including but not limited to the following: administration of the Association, management fees, maintenance, taxes on Association property, insurance, security, other expenses including, but not limited to those relating to the recreational facilities, operating capital, reserves and fees payable to the Florida Division of Land Sales and Condominiums. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance, including but not limited to the following: roof replacement, building painting and pavement resurfacing. The amount to be reserved shall be computed by means of a formula based upon estimated life and estimated replacement cost of each reserve item. The proposed budget shall be mailed by first class mail to the unit owners not less than thirty (30) days prior to the meeting of the Board at which the budget will be considered, together with a written notice of the time and place at which such meeting shall be held, and such meeting shall be open to all unit owners. If a budget is adopted by the Board which requires regular assessments against the members in any fiscal or calendar year exceeding 115% of such regular assessments for the preceding year, upon written application of ten (10%) percent of the members, a special meeting of the members shall be held upon not less than ten (10) days written notice to each member, but within thirty (30) days of the delivery of such application to the Board or any member thereof, at which special meeting members may consider and enact a revision of the

budget, or recall any and all members of the Board and elect their successors. In either case, the revision of the budget or the recall of any and all members of the Board shall require a vote of not less than a majority of the total number of votes of all members of the Association. The Board may in any event propose a budget to the members at a meeting of the members or by writing, and if such budget or proposed budget be approved by a vote of a majority of members attending the meeting, or by a majority of the Association by a writing, such budget shall not thereafter be reexamined by the members in the manner hereinabove set forth nor shall the Board be recalled under the terms of this section. In determining whether regular assessments exceed 115% of similar assessments in prior years, there shall be excluded in the computation any provision for anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis; reasonable reserve funds for repair or replacement of the Condominium property, and the payment of any items of betterment to the Condominium property. Provided, however, that so long as the Sponsor is in control of the Board, the Board shall not impose an assessment for a year greater than 115% of the prior fiscal or calendar year's assessment without approval of a majority of the members.

Section 10. Default in Assessment. In the event of a default by a member in the payment of any assessment, the Association may take such action as the Board deems appropriate. The Association shall have all rights and remedies provided by law including but not being limited to those provided by Chapter 718, Florida Statutes, and the liability of the owner of a unit shall include liability for a reasonable attorney's fee and for court costs incurred by the Association incident to the collection of such assessment or enforcement of its lien. If the Association elects to enforce its lien by foreclosure, the unit owner shall be required to pay a reasonable rental for the unit pending foreclosure and sale, to be fixed by the Board, and the Association shall be entitled to the appointment of a receiver to collect same. At any judicial sale held in the proceedings to enforce said lien, the Association may bid in, acquire, hold, lease, mortgage and convey the unit, as the Board may determine. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

Section 11. Fiscal Year. The fiscal year of the Association shall be the calendar year.

## ARTICLE VII

AMENDMENTS OF BYLAWS AND CHARTER

Section 1. Bylaws. These Bylaws may be amended, altered, rescinded or added to by resolution adopted by a three-fifths vote of the Board at any duly called meeting thereof at which notice of such proposed amendment shall have been given or waived by written waiver. Any such amendment to be valid must be annexed to a duly recorded amendment to the Declaration.

Section 2. Charter. The Charter may be amended, altered or added to in the manner described in the Charter, provided that no members' meeting shall amend, alter or add to the Charter unless prior written notice of said meeting specifying the proposed change has been given to all members at least fourteen (14) days prior to the meeting or said notice is waived by written waiver. Notwithstanding anything in these Bylaws, the Charter, or the Declaration to the contrary, the initial Board shall have the right to amend the Charter so long as no such amendment shall adversely affect the rights or powers of any previously recorded mortgage or adversely affect the owner of any unit.

Section 3. Proviso. Notwithstanding anything in this Article or in these Bylaws to the contrary, no amendment to these Bylaws or the Charter may be made which modifies, restricts or otherwise affects, or purports to affect, the rights and powers of the initial Board or which modifies, restricts or otherwise affects, or purports to affect, the rights and powers of the Sponsor under these Bylaws, the Charter or the Declaration.

Section 4. Proviso. Notwithstanding anything in this Article or in these Bylaws to the contrary, no material amendment may be made to these Bylaws or the Charter, including but not limited to any amendment which would change the percentage interests of unit owners in the Condominium, except with the prior written approval of each institutional holder of a first mortgage on any unit of the Condominium.

## ARTICLE VIII

BOOKS AND RECORDS

Section 1. Records to be Kept. The Association shall maintain accounting records according to generally accepted

accounting principles and said records shall be open to inspection by unit owners or their authorized representatives at reasonable times. Written summaries of such records shall be supplied at least annually to unit owners or their authorized representatives. Such records shall include:

(a) A record of all receipts and expenditures.

(b) An account for each unit which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due.

(c) A register for the names of any mortgage holders or lien holders on units who have requested in writing that they be registered and to whom the Association will give notices as described in the Declaration of Condominium. No responsibility by the Association is assumed with respect to said register except that it will give notice to any institutional mortgagee or lienor therein, if so required.

Section 2. Insurance. A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners at reasonable times.

Section 3. Transfers. The Secretary shall act as the transfer agent to record all transfers of the ownership of units and the registration of all institutional mortgagees and lienholders in the aforedescribed books.

#### ARTICLE IX

##### MISCELLANEOUS

Section 1. Validity. If any bylaw or part thereof shall be adjudged invalid, the same shall not affect the validity of any other bylaw or part thereof.

Section 2. Rules and Regulations. In addition to the restrictions set forth in the Declaration, the Board may from time to time adopt rules and regulations for the operation of the Condominium and all members shall abide thereby. Provided however, that said rules and regulations shall be equally applicable to all members similarly situated and shall be uniform in their application and effect.

Section 3. Construction. Wherever the masculine or singular form of the pronoun is used in these Bylaws it shall be construed to mean masculine or feminine, singular or plural, wherever the context so requires or admits, and shall include and apply to a corporation.

Section 4. Notices. Except as otherwise required by Article III, Section 3 for notices of annual or special members meetings, or as otherwise required herein or by law, whenever notices are required to be given to any Director or member, such notice may be given in writing, by mail, by depositing the same in post office or letter box, in a post-paid sealed envelope, addressed to such Director or member at such address as appears on the books of the Association, and such notice shall be deemed to be given at the time same shall be thus mailed. A waiver of any notice required hereunder signed by the person or persons entitled to such notice, whether before or after the time stated, shall be deemed equivalent thereto.

Section 5. Designation of Manager. The Board or officers may designate a manager or other persons, as they may select, to assist them in carrying out the duties and functions assigned to them herein or in the Charter; provided however, that the Board and officers shall at all times retain the powers and duties granted to them by law, and shall at all times remain primarily responsible for their respective duties, functions and obligations imposed hereunder and under the Charter.

Section 6. Transfer Expense. The Board is authorized to charge a fee to any unit owner requesting approval from the Association in connection with the sale or lease or other transfer of ownership or occupancy of his unit. The fee shall not exceed \$50.00.

Section 7. Availability of Records. The Association shall make available to unit owners, lenders and the holders, insurers and guarantors of the first mortgage on any unit, current copies of the Declaration of Condominium of Hibiscus II, a Condominium, the Articles of Incorporation of Hibiscus Condominium Association II, Inc. and these Bylaws and other rules governing the Condominium, and other books, records and financial statements of the Association. The Association shall also make available to prospective purchasers current copies of said Declaration, Articles of Incorporation and Bylaws and other rules governing the Condominium, and the most recent financial statement of the Association. As used herein, "available" shall mean available for inspection, upon request, during

normal business hours or under other reasonable circumstances.

Section 8. Lender's Notices. Upon written request to the Association identifying the name and address of the holder, insurer or guarantor and the Unit number or address, any mortgage holder, insurer, or guarantor of a mortgage upon a Unit of the Condominium will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit encumbered by its mortgage.

(b) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage.

(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

VERIFIED BY  
*[Signature]*

FILED AND RECORDED IN  
BOOK 11, PAGE 1543 OF  
1985 NOV 21 AM 11:00  
*Paul "Duke" Munkel*  
CLEAR OF VICOUNT COURT

95 27511

SURVEYOR'S CERTIFICATE

The undersigned, a registered land surveyor authorized to practice in the State of Florida, hereby certifies with respect to HIBISCUS II, a Condominium, (the "Condominium") that the construction of buildings C and D in the Condominium, and the following Units located therein (as shown on Schedule 1 attached hereto):

and all planned improvements relating thereto, including but not limited to landscaping, utility services, access to Units in the buildings and common element facilities serving the buildings in which the foregoing Units are located, have been substantially completed so that the material attached to the Declaration, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements and of each Unit in the aforesaid buildings can be determined from these materials.

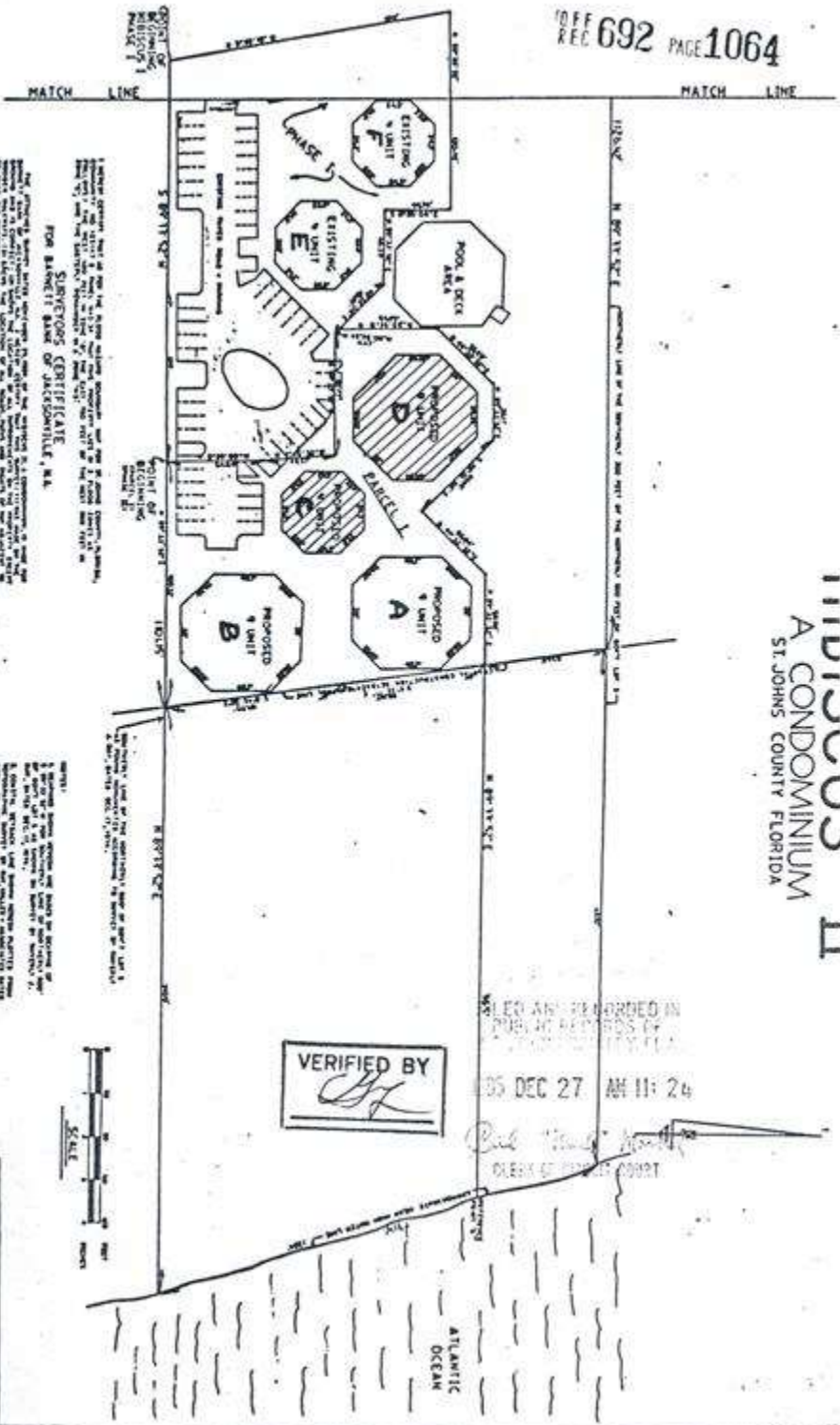
P. L. B.  
Professional Land Surveyor  
No. 26747, State of Florida  
(Seal)

Dated: December 18, 1985

Sworn to and subscribed before me  
this 18th day of December, 1985.

Cashy Shugart  
Notary Public, State of Florida  
at Large.  
My commission expires: Sept. 29, 1989

**INDIANIA**  
**A CONDOMINIUM**  
 ST. JOHNS COUNTY FLORIDA



**SUBJECTS CERTIFICATE**  
**FOR BARNETT BANK OF JACKSONVILLE, N.A.**

The following is a true and correct copy of the original as shown to me by the undersigned, and I have compared the same with the original and find it to be a true and correct copy of the original as shown to me by the undersigned.

Witness my hand and the seal of this office this 27th day of December, 2005.

\_\_\_\_\_  
 Notary Public for the State of Florida

COMPLETED BLDGS.

VERIFIED BY  
*[Signature]*

FILED AND RECORDED IN  
 PUBLIC RECORDS OF  
 ST. JOHNS COUNTY, FLORIDA  
 05 DEC 27 AM 11:24

*Paul Taylor*  
 CLERK OF DISTRICT COURT

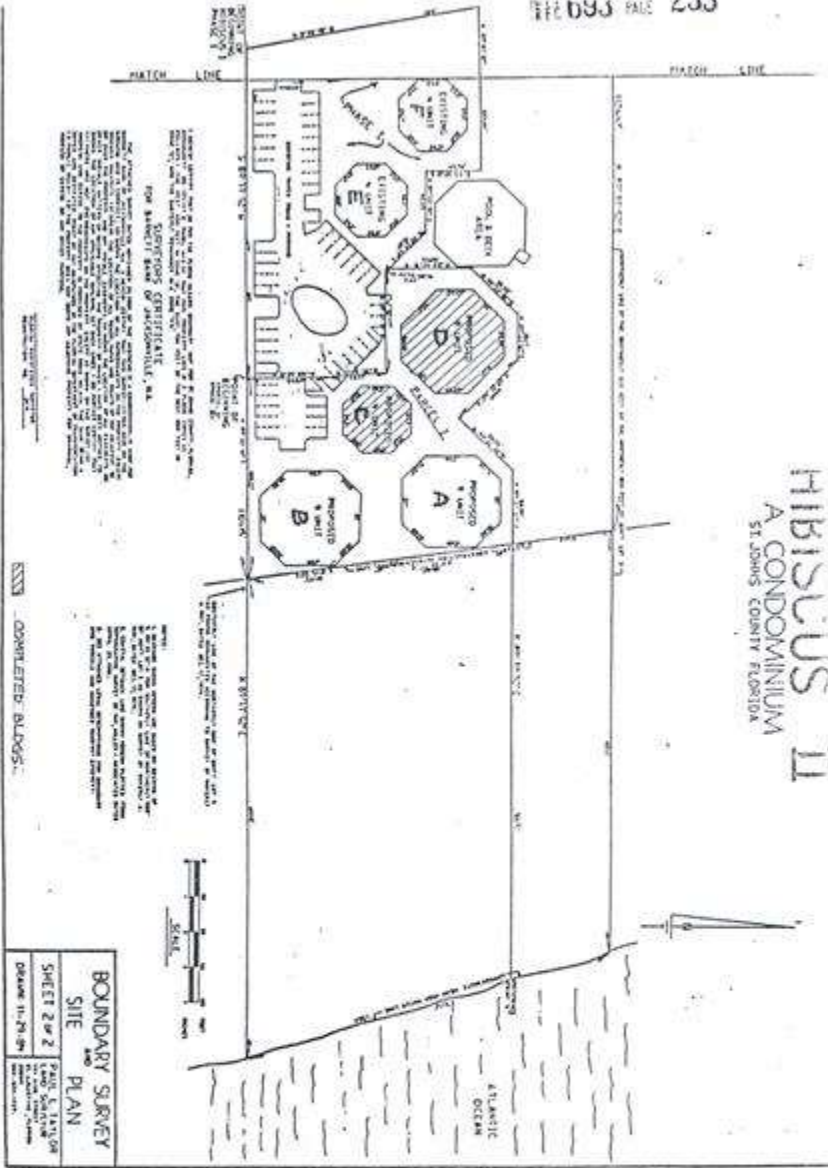


**BOUNDARY SURVEY**  
**SITE AND PLAN**

SHEET 2 OF 2  
 DRAWN 11-29-05

PAUL L. TAYLOR  
 LAND SURVEYOR  
 No. 12345  
 JACKSONVILLE, FLORIDA

# HIBISCUS II A CONDOMINIUM ST. JOHNS COUNTY FLORIDA



THE PLANNED UNIT DEVELOPMENT (PUD) IS SUBJECT TO THE APPROVAL OF THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS AND THE ST. JOHNS COUNTY BOARD OF PLANNING AND ZONING. THE PUD IS SUBJECT TO THE APPROVAL OF THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS AND THE ST. JOHNS COUNTY BOARD OF PLANNING AND ZONING. THE PUD IS SUBJECT TO THE APPROVAL OF THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS AND THE ST. JOHNS COUNTY BOARD OF PLANNING AND ZONING.

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COMPILED BY: [Name]

**BOUNDARY SURVEY  
SITE  
AND  
PLAN**  
PAUL S. TAYLOR  
REGISTERED PROFESSIONAL SURVEYOR  
NO. 12345  
DATE: 11-29-07

VERIFIED BY  
*[Signature]*

FILED AND RECORDED IN  
PUBLIC RECORDS OF  
ST. JOHNS COUNTY, FLA.  
2007 DEC 31 AM 11:07  
Cecil "Bud" Munkel  
CLERK OF COURT

RETURN TO:

This Instrument Was Prepared By:  
SWANSON, ROBERTS  
MARTIN, ADE, BRONFIELD & JOHNSON, P.A.  
Attorneys at Law  
200 Independent Square  
Jacksonville, Florida 32202

This Document to correct document  
recorded in Official Records Book 692,  
page 1063, St. Johns County, Florida.

AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF  
HIBISCUS II, A CONDOMINIUM

OFF REC 693 PAGE 250

85 27898

THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF HIBISCUS  
II, A CONDOMINIUM, made this 30<sup>th</sup> day of December, 1985;

W I T N E S S E T H :

WHEREAS, the Declaration of Condominium of HIBISCUS II, A  
CONDOMINIUM (the "Declaration") dated 01/20, 1985,  
recorded in Official Records Volume 69, Page 1437, of the public  
records of St. Johns County, Florida, submitted the real property  
described therein to the condominium form of ownership as  
provided by Chapter 718 of Florida Statutes; and

WHEREAS, at the time the Declaration was recorded, only  
certain of the Buildings as described in the Declaration had been  
substantially completed (the said completed Buildings being more  
particularly described in the Surveyor's Certificate attached to  
the Declaration); and

WHEREAS, Buildings C and D as described in Exhibit "B" of  
the Declaration have now been substantially completed, and the  
undersigned desires to amend the Declaration pursuant to Section  
718.104 of Florida Statutes to incorporate therein a Surveyor's  
Certificate stating that the said additional Buildings have been  
substantially completed;

NOW THEREFORE, the undersigned hereby amends the Declaration  
to incorporate therein the Surveyor's Certificate attached hereto  
and by this reference made a part hereof as Composite Exhibit "A"  
(consisting of 2 pages), stating that the following Buildings and  
the Units therein, and the improvements relating thereto,  
including landscaping, utility services, access to Units in the  
said Buildings and Common Elements serving the Buildings and the  
Units therein are substantially complete:

BUILDING  
C

UNITS  
C-101  
C-102  
C-201  
C-202

BUILDING  
D

UNITS  
D-101  
D-102  
D-103  
D-201  
D-202  
D-203  
D-301  
D-302  
D-303

EXCEPT as specifically amended hereby, the Declaration shall remain in full force and effect and unmodified.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in its name and its seal affixed hereto the day and year first above written.

Signed, sealed and delivered in the presence of:

COMMUNITY PROJECTS, INC.

Diana Gardner  
Wendy Wilkins

By: Dorothy F. Aldrich  
Its Vice President

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The aforesaid instrument was acknowledged before me this 30th day of Dec., 1985 by Dorothy F. Aldrich as Vice President of COMMUNITY PROJECTS, INC., a Florida corporation, on its behalf.

Wendy Wilkins  
Notary Public

My commission expires: 9-27-87



SURVEYOR'S CERTIFICATE

The undersigned, a registered land surveyor authorized to practice in the State of Florida, hereby certifies with respect to HIBISCUS II, a Condominium, (the "Condominium") that the construction of buildings C and D in the Condominium, and the following Units located therein (as shown on Schedule 1 attached hereto):

BUILDING	UNITS
C	C-101
	C-102
	C-201
	C-202
D	D-101
	D-102
	D-103
	D-201
	D-202
	D-203
	D-301
	D-302
	D-303

and all planned improvements relating thereto, including but not limited to landscaping, utility services, access to Units in the buildings and common element facilities serving the buildings in which the foregoing Units are located, have been substantially completed so that the material attached to the Declaration, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements and of each Unit in the aforesaid buildings can be determined from these materials.

Paul R. [Signature]  
 Professional Land Surveyor  
 No. 2674EL, State of Florida  
 (Seal)

Dated: December 27, 1985

Sworn to and subscribed before me  
 this 27th day of December, 1985.

[Signature]  
 Notary Public, State of Florida  
 at Large.  
 My commission expires: Sept. 29, 1989

RETURN TO: This Instrument Was Prepared By:  
SHARON S. ROBERTS  
MARTIN, ADE, BIRCHFIELD & JOHNSON, P.A.  
Attorneys at Law  
3000 Independent Square  
Jacksonville, Florida 32202

86 1542

AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF  
HIBISCUS II, A CONDOMINIUM

OFF REC 694 PAGE 1811

THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM of HIBISCUS II, A CONDOMINIUM, made this 16 day of January, 1986;

W I T N E S S E T H :

WHEREAS, the Declaration of Condominium of HIBISCUS II, A CONDOMINIUM (the "Declaration") dated November 20, 1985, recorded in Official Records Volume 689, Page 1457, of the public records of St. Johns County, Florida, submitted the real property described therein to the condominium form of ownership as provided by Chapter 718 of Florida Statutes; and

WHEREAS, at the time the Declaration was recorded, only certain of the Buildings located in PHASE II as described in the Declaration had been substantially completed (the said completed Buildings being more particularly described in the Surveyor's Certificates attached to the Declaration); and

WHEREAS, Building A as described in Exhibit "B" of the Declaration have now been substantially completed, and the undersigned desires to amend the Declaration pursuant to Section 718.104 of Florida Statutes to incorporate therein a Surveyor's Certificate stating that the said additional Buildings have been substantially completed;

NOW THEREFORE, the undersigned hereby amends the Declaration to incorporate therein the Surveyor's Certificate attached hereto and by this reference made a part hereof as Composite Exhibit "A" (consisting of 2 pages), stating that the following Buildings and the Units therein, and the improvements relating thereto, including landscaping, utility services, access to Units in the said Buildings and Common Elements serving the Buildings and the Units therein are substantially complete:

BUILDING  
A

UNITS  
A-101  
A-102  
A-103  
A-201  
A-202  
A-203  
A-301  
A-302  
A-303

EXCEPT as specifically amended hereby, the Declaration shall remain in full force and effect and unmodified.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in its name and its seal affixed hereto the day and year first above written.

Signed, sealed and delivered in the presence of:

COMMUNITY PROJECT, INC.

Jan A. Bunker  
Paul Graham

By: Dorothy F. Aldrich  
Its Vice-President

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The aforesaid instrument was acknowledged before me this 16 day of January 1986, 1985 by Dorothy F. Aldrich as Vice President of COMMUNITY PROJECTS, INC. Florida corporation, on its behalf.

Wanda H. Graham  
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires May 26, 1989


SURVEYOR'S CERTIFICATE

The undersigned, a registered land surveyor authorized to practice in the State of Florida, hereby certifies with respect to HIBISCUS II, a Condominium, (the "Condominium") that the construction of buildings Unit "A" in the Condominium, and the following Units located therein (as shown on Schedule 1 attached hereto):

Building A	Units
	A-201
	A-102
	A-103
	A-201
	A-202
	A-203
	A-301
	A-302
	A-303

and all planned improvements relating thereto, including but not limited to landscaping, utility services, access to Units in the buildings and common element facilities serving the buildings in which the foregoing Units are located, have been substantially completed so that the material attached to the Declaration, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements and of each Unit in the aforesaid buildings can be determined from these materials.

Paul T. B...  
Professional Land Surveyor  
No. 2674, State of Florida  
(Seal)



Dated: January 16, 1986

Sworn to and subscribed before me  
this 16 day of January, ~~1985~~  
1986

Wanda H. Venham  
Notary Public, State of Florida  
at Large.  
My commission expires: \_\_\_\_\_

NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires May 26, 1989



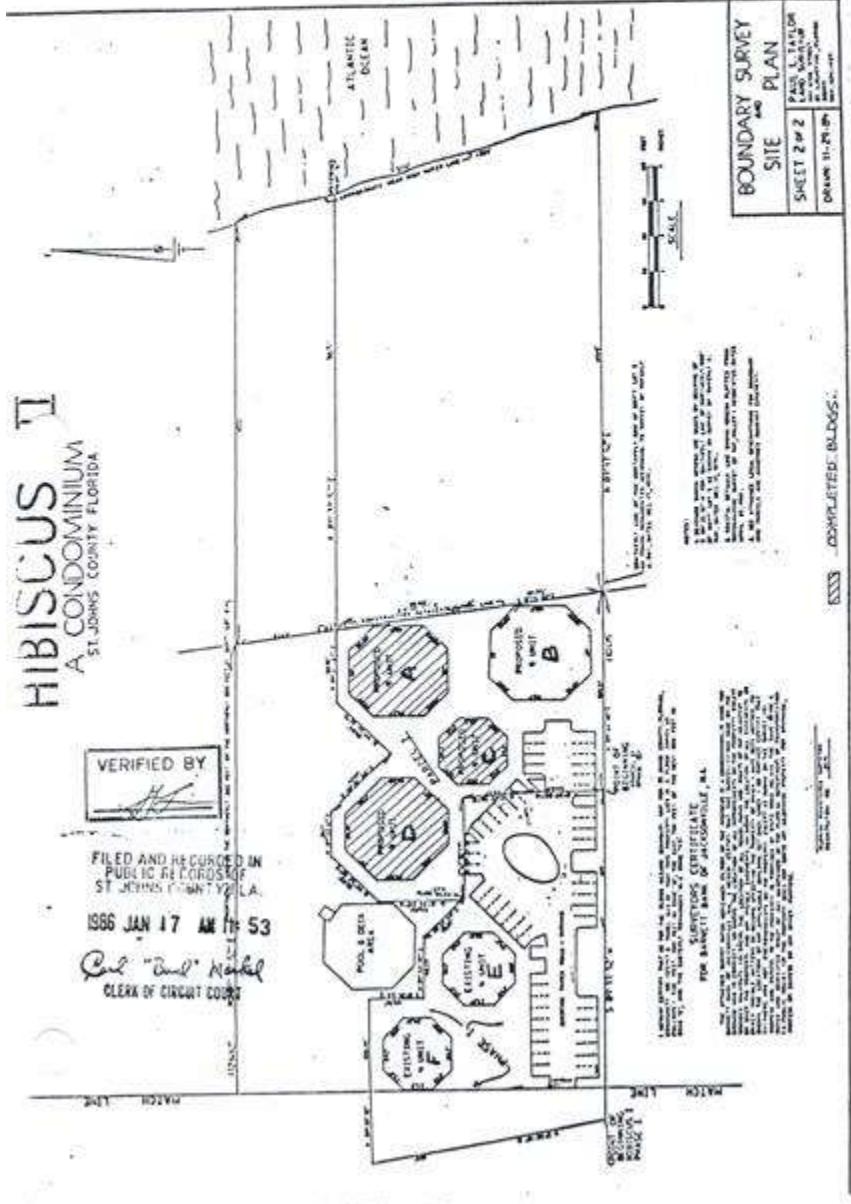
COMPOSITE  
EXHIBIT "A"  
PAGE 1

# HIBISCUS II

A CONDOMINIUM  
ST. JOHNS COUNTY FLORIDA

VERIFIED BY  
*[Signature]*

FILED AND RECORDED IN  
PUBLIC RECORDS OF  
ST. JOHNS COUNTY FLA.  
1966 JAN 17 AM 11:53  
Carl "Bud" Marshall  
CLERK OF CIRCUIT COURT



86 3414

This Instrument Was Prepared By:  
SHARON S. ROBERTS  
MARTIN, ADE, BIRCHFIELD & JOHNSON, P.A.  
Attorneys at Law  
3000 Independent Square  
Jacksonville, Florida 32202

AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF  
HIBISCUS II, A CONDOMINIUM

OFF REC 696 PAGE 1151

THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM of HIBISCUS II, A CONDOMINIUM, made this 6 day of February, 1986;

W I T N E S S E T H :

WHEREAS, the Declaration of Condominium of HIBISCUS II, A CONDOMINIUM (the "Declaration") dated November 20, 1985, recorded in Official Records Volume 689, Page 1457, of the public records of St. Johns County, Florida, submitted the real property described therein to the condominium form of ownership as provided by Chapter 718 of Florida Statutes; and

WHEREAS, at the time the Declaration was recorded, only certain of the Buildings as described in the Declaration had been substantially completed (the said completed Buildings being more particularly described in the Surveyor's Certificate attached to the Declaration); and

WHEREAS, Building B as described in Exhibit "B" of the Declaration has now been substantially completed, and the undersigned desires to amend the Declaration pursuant to Section 718.104 of Florida Statutes to incorporate therein a Surveyor's Certificate stating that the said additional Building has been substantially completed;

NOW THEREFORE, the undersigned hereby amends the Declaration to incorporate therein the Surveyor's Certificate attached hereto and by this reference made a part hereof as Composite Exhibit "A" (consisting of 2 pages), stating that the following Building and the Units therein, and the improvements relating thereto, including landscaping, utility services, access to Units in the said Building and Common Elements serving the Building and the Units therein are substantially complete:

BUILDING  
B

UNITS  
B-101  
B-102  
B-103  
B-201  
B-202  
B-203  
B-301  
B-302  
B-303

WITH the recording of this Amendment, all of the Buildings and all of the Units described on Exhibit "B" of the Declaration have been completed, and a surveyor's certificate as to each of such Buildings and all of the Units has been recorded either as part of the Declaration as recorded in Official Records Volume 689, Page 1457 of the public records of St. Johns County, Florida, or as part of a recorded Amendment to the Declaration.

EXCEPT as specifically amended hereby, the Declaration shall remain in full force and effect and unmodified.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in its name and its seal affixed hereto the day and year first above written.

Signed, sealed and delivered in the presence of:

COMMUNITY PROJECTS, INC.

Susan O'Brien  
Annette M. Corley

By: Dorothy F. Aldrich  
Its Vice President

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The aforesaid instrument was acknowledged before me this 6 day of February, 1986 by Dorothy F. Aldrich as Vice President of COMMUNITY PROJECTS, INC., a Florida corporation, on its behalf.

Wanda H. Graham  
Notary Public

NOTARY PUBLIC STATE OF FLORIDA  
My Commission Expires July 27, 1988

My commission expires:

FILED AND RECORDED IN  
PUBLIC RECORDS OF  
ST. JOHNS COUNTY, FLA.

1986 FEB - 6 PM 4:12

Carl D. Havel  
CLERK OF CIRCUIT COURT

## SURVEYOR'S CERTIFICATE

The undersigned, a registered land surveyor authorized to practice in the State of Florida, hereby certifies with respect to HIBISCUS II, a Condominium, (the "Condominium") that the construction of building in the Condominium, and the following Units located therein (as shown on Schedule 1 attached hereto):

BUILDING	UNITS
<u>B</u>	B-101
	B-102
	B-103
	B-201
	B-202
	B-203
	B-301
	B-302
	B-303

and all planned improvements relating thereto, including but not limited to landscaping, utility services, access to Units in the buildings and common element facilities serving the buildings in which the foregoing Units are located, have been substantially completed so that the material attached to the Declaration, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements and of each Unit in the aforesaid buildings can be determined from these materials.

Paul L. TSK  
Professional Land Surveyor  
No. 2674FL, State of Florida

(Seal)

Dated: February 6, 1986

Sworn to and subscribed before me  
this 6th day of February, 1986.

Carol A. Hugart  
Notary Public, State of Florida  
at Large.  
My commission expires: Sept. 29, 1989

COMPOSITE  
EXHIBIT "A"  
PAGE 1

MATCH LINE

THE CENTER OF GRAVITY OF THE CONDOMINIUM UNIT IS THE POINT OF INTERSECTION OF THE CENTER LINES OF THE WALLS OF THE UNIT.

THE CENTER OF GRAVITY OF THE CONDOMINIUM UNIT IS THE POINT OF INTERSECTION OF THE CENTER LINES OF THE WALLS OF THE UNIT.

THE CENTER OF GRAVITY OF THE CONDOMINIUM UNIT IS THE POINT OF INTERSECTION OF THE CENTER LINES OF THE WALLS OF THE UNIT.

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THE CENTER OF GRAVITY OF THE CONDOMINIUM UNIT IS THE POINT OF INTERSECTION OF THE CENTER LINES OF THE WALLS OF THE UNIT.

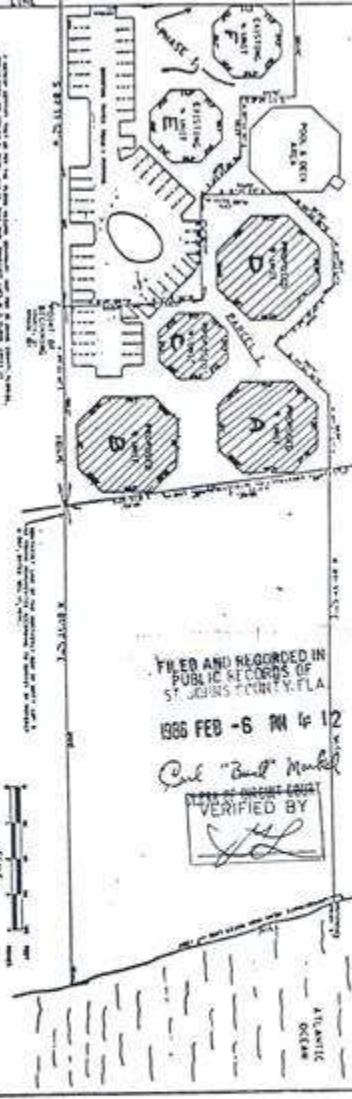
COMPLETED BLDG.

BOUNDARY SURVEY  
SITE PLAN

SHEET 2 of 2

DATE: 11-19-86

SCALE: 1" = 10'-0"



696 PACE 1154

**PHIBISCUSS II**  
A CONDOMINIUM  
ST. JOHNS COUNTY FLORIDA

FILED AND RECORDED IN  
PUBLIC RECORDS OF  
ST. JOHNS COUNTY, FLA.

1986 FEB -6 PM 12

Carl "Bud" Markel

VERIFIED BY  
*[Signature]*

FILED AND RECORDED IN  
PUBLIC RECORDS OF  
ST. JOHNS COUNTY, FLA.

1985 DEC 31 AM 11: 07

Carl "Bud" Markel  
CLERK OF DISTRICT COURT

VERIFIED BY  
*[Signature]*

# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of HIBISCUS CONDOMINIUM ASSOCIATION II, INC., a corporation organized under the Laws of the State of Florida, filed on November 27, 1984, as shown by the records of this office.

The charter number of this corporation is N06352.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
29th day of November, 1984.



CER-101

George Firestone  
Secretary of State

PROPOSED RULES AND REGULATIONS OF  
HIBISCUS CONDOMINIUM ASSOCIATION II, INC.

The following Rules and Regulations of Hibiscus Condominium Association II, Inc. are to add to the quiet enjoyment of each Unit Owner.

1. Signs. Except as required by law, no Unit Owner or other resident of the Condominium Property shall post any signs, advertisements or posters of any kind in or on the Condominium Property except as authorized by the Board. This restriction shall not apply to signs used by the Sponsor, or its agents, in selling the Units.
2. Laundry; Trash. No clothing, laundry, rugs or wash shall be hung from or spread upon or from any window or exterior portion of a Unit or in or upon any Common Element. All refuse and trash shall be deposited in bins or chutes designated for such purposes, or otherwise in accordance with procedures adopted by the Board.
3. Pets. The maintenance, keeping, breeding, boarding or raising of animals, of any kind, regardless of number, shall be and is hereby prohibited within any Unit or upon any Common Elements, except that this shall not prohibit the keeping of orderly domestic pets such as dogs, cats or caged birds or other similar pets provided that such pet or pets are not kept or maintained for commercial purposes or for breeding. Pets shall not be permitted upon the Common Elements unless carried or on leash and accompanied by an adult. Any Unit Owner who keeps or maintains any pet within his or her Unit shall be deemed to have indemnified and agreed to hold the Association, each of its members and the Sponsor and any managing agent free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet. The Board shall have the right to order any person whose pet is a nuisance, to remove such pet from the premises and the Board, after affording the right to a hearing to the Unit Owner affected, shall have the exclusive authority to declare any pet a nuisance, and to limit the number of pets per Unit.
4. Antennas. Except as specifically authorized by the Board, no Unit Owner, resident or lessee shall install any wiring or appliance (such as electrical or telephone installation, television antennae or equipment) which protrudes through the walls, windows or roof of the building.
5. Storage. No Unit Owner shall place or cause to be placed in the public stairways, walkways, alleyways or other

Common Elements, any bicycles, furniture, packages or objects of any kind. The public stairways, walkways and alleyways shall be used only for normal transit.

6. Vehicles. Passenger automobiles shall be parked only in the designated parking areas. No trailer, truck, boat, camper, house trailer or similar vehicle shall be parked or stored except in areas designated by the Board by resolution or in the Regulations. No inoperable, unlicensed or abandoned motor vehicle of any kind shall be parked or stored upon the Condominium Property. Any such vehicle may be towed from the Condominium Property at the offending Unit Owner's risk and expense. No portion of the Condominium Property shall be used for repair, overhaul, painting or work of similar nature on any motor vehicle.

7. Window Coverings. All window coverings shall be white or shall have a white backing or lining so that when seen from the exterior of the building, the window covering appears as white.