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DECLARATION OF CONDOMINIUM OF  
MARINA COVE LANDINGS, a RESIDENTIAL CONDOMINIUM

THIS DECLARATION of Condominium is made on this 25<sup>th</sup> day of September, 2002, by AC REAL ESTATE DEVELOPMENT CORP., a Utah corporation, hereinafter called "Developer." The Developer makes the following declaration:

ARTICLE I  
ESTABLISHMENT OF CONDOMINIUM

1.1 PURPOSE. The purpose of this declaration is to submit the lands herein described and the improvements to be constructed thereon to the condominium form of ownership and use in the manner provided in Chapter 718, Florida Statutes, hereinafter called the Condominium Act.

1.2 NAME AND ADDRESS. The name by which this condominium is to be identified is MARINA COVE LANDINGS, A RESIDENTIAL CONDOMINIUM (the "Condominium"). Its units are located on 28 and 29 Captain's Walk, 17 and 18 Marina Point Place, 1, 2, 3 and 4 Marina Point Place, 73, 74, 75 and 76 River's Edge, all in Palm Coast, Florida.

1.3 THE LAND. The land owned by the Developer, the fee simple title of which is hereby submitted to the condominium form of ownership is described in Exhibit A attached hereto.

ARTICLE II  
DEFINITIONS

The terms used herein or in the exhibits attached hereto shall have the meanings stated in the Condominium Act, Chapter 718, Florida Statutes, and as follows, unless the context otherwise requires:

2.1 ASSOCIATION means Marina Cove Landings Condominium Association, Inc., a Florida non-profit corporation, and its successors.

2.2 ASSESSMENT means a share of the funds required for the payment of common expenses which, from time to time, are assessed against the unit owner.

2.3 COMMON ELEMENTS means the portions of the condominium property not included in the units.

2.4 LIMITED COMMON ELEMENTS are those common elements which are or can be reserved for the use of a certain unit to the exclusion of other units. Appurtenant to each unit as limited common elements are an entryway and a garage. The driveway area extending from each garage to the street is also a limited common element appurtenant to the same unit as the garage.

2.5 COMMON EXPENSES. Common expenses include:

- A. Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of units to be maintained by the Association.
- B. Expenses declared common expenses by provisions of this Declaration or by the By-Laws.

C. Any valid charge against the condominium as a whole.

2.6 CONDOMINIUM means that form of ownership of condominium property under which units or improvements are subject to ownership by different owners, and there is appurtenant to each unit as part thereof, an undivided share in the common elements.

2.7 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.

2.8 CONDOMINIUM PROPERTY. The condominium property means and includes only the land described in Exhibit A attached hereto, including all improvements now or hereafter thereon and all rights appurtenant thereto. "Condominium Property" shall mean and include all land submitted to condominium ownership and all improvements thereon and all assessments and rights appurtenant thereto.

2.9 DEVELOPER shall mean A C Real Estate Development Corp., a Utah corporation, and any successor to which it may assign its rights and obligations, or any entity which may succeed to those rights and obligations by operation of law.

2.10 CONDOMINIUM PARCEL means a unit together with the undivided share in the common elements which is appurtenant to the unit.

2.11 MAJORITY OR MAJORITY OF OWNERS means owners of units to which more than 50% of the common elements are appurtenant.

2.12 OPERATION OR OPERATION OF THE CONDOMINIUM means and includes the administration and management of the condominium property.

2.13 UNIT means a part of the condominium property which is subject to private ownership.

2.14 UNIT OWNER Unit owner means the owner of a condominium parcel.

### ARTICLE III CONDOMINIUM DOCUMENTS

This Declaration of Condominium, hereinafter called "Declaration," sets forth the nature of the property rights in the condominium and the covenants running with the land which govern those rights. This Declaration shall include the surveys of the land and the plot plans, which comprise Exhibit A to this Declaration of Condominium.

The following documents which are also attached to this Declaration are also a part of the "condominium documents," to wit:

- A. Schedule of percentages of Common Elements, Common Surplus and Common Expenses appurtenant to each unit which is Exhibit B.
- B. Articles of Incorporation of Marina Cove Landings Condominium Association, Inc., a non-profit corporation of Florida, which is Exhibit C.
- C. By-Laws of Marina Cove Landings Condominium Association, Inc., which is Exhibit D.

- D. Easement and Facilities Use Agreement entered into on December 13, 2001, by and between Developer and Marina Cove at Palm Coast Condominium Association, Inc., which is Exhibit E.

3.1 ALTERATION OF UNIT PLANS: To the extent permitted by Chapter 718, Developer reserves the right to change the interior design and arrangement of the units. No change may increase or decrease the number of units or alter the boundaries of the common elements without the amendment of this Declaration by approval of the Association, unit owners and owners of mortgages in the manner elsewhere provided and as required by Chapter 718, Florida Statutes.

3.2 IMPROVEMENTS - GENERAL DESCRIPTION,

A. IMPROVEMENTS

This Condominium is not complete as of the recording of this Declaration. The improvements located or to be located on the Condominium Property are as shown on page 1 of Exhibit A. There will be one (1) type of unit which is described as follows:

No. of Bedrooms	No. of Bathrooms	No. of Stories	Approx. Sq. Ft. of Living Area
3	2 ½	2	2,223

The Condominium will contain twelve (12) total units.

Time-share estates will not be created in the Condominium.

3.3 SCHEDULE OF COMPLETION OF ALL UNITS: Developer anticipates a faster schedule of completion, but assures that construction on all four buildings and their units will have been completed prior to December 31, 2007.

3.4 UNIT NUMBERING SYSTEM. Each unit will be designated by a different number, so that units may be described for all purposes, including conveyancing. Each unit shall have the number designated on the plot plans which are part of Exhibit A.

3.5 EASEMENTS. The following easements are expressly provided for and reserved, to wit:

- A. Every dwelling unit shall be subject to the following easements:
  1. Every portion of a dwelling unit, contributing to the support of the common elements or of other dwelling units shall be burdened with an easement of support for the benefit of the Association and the owners and occupants of supported units.
  2. An easement for the location, maintenance and repair of wiring, plumbing and duct work serving units other than that traversed is reserved through all interior partitions and through all areas within units above any dropped ceiling. This easement shall be for the benefit of the Association and any other unit owner or occupant whose wiring, plumbing or duct work passes through such easements.

3. An easement in favor of the Association, its employees, agents and independent contractors to install or make necessary repairs to, or replacements of utility services, plumbing, wiring or any portion of the common elements, and to perform all obligations and duties of the Association.
- B. All unit owners shall have as appurtenances to their units:
1. A perpetual non-exclusive easement for ingress to and egress from their units over and upon driveways, walks, corridors, halls, and other common elements to and from the public streets and roads abutting the Condominium.
  2. A perpetual non-exclusive easement for the use and enjoyment for their intended purposes of all common elements except limited common elements.
- C. In the event that any condominium unit as originally constructed or because of settlement shall encroach upon any of the common elements of the condominium property or upon any other condominium unit, then an easement shall exist to the extent of such encroachment so long as the same shall exist.
- D. Certain of the common elements of the Condominium are hereby subject to non-exclusive easements in favor of owners of units in The Landings at Marina Cove and its Association and their respective invitees, and the Marina Cove at Palm Coast Condominium and its Association and their respective invitees as follows:
1. Easements for access and the installation, maintenance, repair and replacement of all utilities and communication facilities (including cable TV) over, under and upon all streets in the condominium, the six foot wide area containing the sidewalk which surrounds the marina and an easement 20 feet in width extending from the easterly end of Marina Point Place to the sidewalk adjacent to the marina; and
  2. Easements for the installation, maintenance, repair and replacement of all utilities and communication facilities (including cable TV) over, under all streets and sidewalks in the condominium.
  3. The Board of Directors of the Marina Cove at Palm Coast Condominium Association, and the Board of Directors of The Landings at Marina Cove Condominium Association, may grant such additional utility easements, as either Board, in its sole discretion, deems appropriate.

The Landings at Marina Cove Condominium Association and Marina Cove at Palm Coast Condominium Association shall be responsible for the prompt repair, including replacement of any landscaping and sod, of any damage which the common elements may sustain by reason of the utilization of the above easements by The Landings at Marina Cove Condominium Association, Marina Cove at Palm Coast Condominium Association, their members and their invitees, but neither. An owner of a unit in The Landings at Marina Cove and Marina Cove at Palm Coast will be liable for the cost of

repairing any damage caused by his or her own intentional or grossly negligent action or that of his invitee.

- E. Temporary easements are reserved in favor of the Developer, until all units are sold by Developer, to maintain signs, models, and displays upon the common property and in any unit owned by Developer, and to permit access to and utilization of the common property in all parts of the property by prospective purchasers, and to utilize any units owned by Developer for sales purposes.
- F. Easements of ingress and egress, passage and entry are reserved to employees and independent contractors of the Association any management entity hired by the Association and the Developer, in the performance of their duties and functions on behalf of the Condominium and the Developer.
- G. Easements for access and the installation, maintenance, repair and replacement of utilities and communication facilities (including cable TV) are reserved over under and upon all streets in favor of the owner and its successors in title of the lands.

3.6. **UNIT BOUNDARIES.** Each unit shall include that space which lies within the boundaries of the unit, which boundaries shall be determined in the following manner:

- A. **PERIMETRICAL BOUNDARIES.** The perimetrical boundaries for the unit shall be the vertical planes of the undecorated finished interior surface of the walls bounding the unit extended to intersection with each other and with the upper and lower boundaries.
- B. **LOWER BOUNDARY.** The lower boundary of each unit shall be the horizontal plane of the upper finished undecorated surfaces of the floor slab.
- C. **UPPER BOUNDARIES.** The upper boundary of each unit shall be the horizontal planes of the lower unfinished decorated surfaces of the ceiling finish. Appurtenant to each unit shall be an air conditioning compressor serving that unit which may be located outside that unit maintenance of individual air conditioning compressors shall be the responsibility of the owner of that unit which the compressor serves.

3.7 **APPURTENANCES.** The ownership of each condominium parcel shall include, and there shall pass with each condominium parcel as appurtenances thereto, whether or not separately described, all of the right title, and interest of a unit owner in the condominium property, which shall include, but not be limited to:

- A. **SHARE OF GENERAL COMMON ELEMENTS AND LIABILITY OF COMMON EXPENSES.** The general common elements are all parts of the condominium property other than individual units. The right to use the general common elements in common with the other unit owners is granted to all condominium unit owners. Each condominium unit shall have an undivided share in and of the common elements and surplus, and shall be responsible for the payment of an undivided share of the common expenses as hereinafter set forth. Each unit owner shall own 1/12th undivided share of the common elements and of the common surplus of the condominium and shall bear a 1/12th share of the common expenses for operation and maintenance of the Condominium.

- B. DEVELOPER'S TEMPORARY EXEMPTION FROM ASSESSMENTS. Developer shall be excused from the payment of assessments on units which it owns during the period set forth below, but shall be obligated to pay any amount of common expense incurred which is not produced by the assessments receivable from other unit owners. The period for which the exemption set forth below shall be in effect shall begin in the month in which the first closing occurs of a purchase contract for a unit in that condominium and end no later than the first day of the fourth calendar month following the month in which the first closing occurred.
- C. ASSOCIATION. The owner of each condominium unit shall be a member of the Association. The vote appurtenant to each unit shall be the same percentage of the total votes appurtenant to all units as the percentage of common elements appurtenant to that unit.

ARTICLE IV  
MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

4.1 COMMON ELEMENTS.

- A. BY THE ASSOCIATION. Except as provided in Section 4.3 below, the maintenance and operation of the common elements shall be the responsibility of the Association and the expense associated therewith shall be designated as a common expense.
- B. ALTERATION AND IMPROVEMENT. There shall be no alteration or further improvement of the real property constituting the common elements without prior approval in writing by the owners of units to which not less than a majority of the common elements are appurtenant, and if the alteration or improvement is of such magnitude as to require a special assessment, it shall not be made without prior written approval in writing by the owners of units to which not less than 75% of the common elements are appurtenant.

4.2 UNITS.

- A. BY ASSOCIATION. The Association shall maintain, repair and replace as a common expense of the Association:
  1. All portions of a unit, except interior surfaces, contributing to the support of the building, including load-bearing columns and load-bearing walls.
  2. All building exteriors including doors and windows.
  3. 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 other than the unit within which such facilities are contained. This provision excludes from its coverage any air conditioning compressor facility located outside a unit but serving that unit.

4. All incidental damage caused to a unit by reason of the maintenance, repair and/or replacement which is the responsibility of the Association, and such damage shall be promptly repaired by the Association.
- B. BY THE UNIT OWNER. Responsibilities of the unit owner includes, but is not limited to, the following:
1. To maintain, repair and replace at his or her sole and personal expense, all electric panels, electric wiring, electric outlets and fixtures, air conditioners, including air conditioning compressors and other related outside utility facilities referred to in Section 4.2A, heaters, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, floors and ceiling, and all other portions of his or her unit except the portions specifically to be maintained, repaired and replaced by the Association.
  2. Not to enclose, paint or otherwise decorate or change the appearance of any portion of the exterior of the building.
  3. To report to the Association promptly any defect or need for repairs, the responsibility for which is that of the Association.
  4. To pay for any repair, replacement or maintenance occasioned by negligence as more fully set forth in Section 16.2 hereof.
  5. To maintain the limited common elements appurtenant to his or her unit to the extent provided in Section 4.3 below.
- C. ALTERATION AND IMPROVEMENT. Subject to the other provisions of Section 4.2, which in all cases shall supersede and have priority over the provisions of this section when in conflict therewith, a unit owner may make such alterations or improvements within his or her unit, at his or her sole and personal cost, as he or she 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 make no changes or alterations to any interior boundary wall, exterior wall, terrace, screening, exterior door, windows, structural or load-bearing member, electrical service or plumbing service (except that serving only his or her unit), without first obtaining approval in writing of owners of all other units in the building in which his unit is located and the approval of the Board of Directors of the Association. All alterations and improvements must be in compliance with all existing building codes.

4.3 LIMITED COMMON ELEMENTS. The unit owners having the exclusive right of use of a terrace, entryway or garage, if applicable, shall be responsible for day to day maintenance and cleaning of such limited common elements. The Association will maintain and replace the standard landscaping in the entryway of each unit. No additional landscaping or planting shall be installed by any unit owner without the prior written approval of the Association. The Association may deny approval or may impose such conditions on its approval as the Board of Directors, in its sole discretion, deems appropriate, including the requirement that the unit owner be responsible for all costs of maintenance of landscaping in the entryway.

ARTICLE V  
APPORTIONMENT OF COMMON EXPENSES AND OWNERSHIP  
OF COMMON ELEMENTS AND COMMON SURPLUS

5.1 COMPLETED UNITS. Appurtenant to each unit is a 1/12th undivided interest in the common elements. Common expenses and common surplus will be apportioned in the same manner as common elements. The allocation of common elements, common surplus and common expense is based upon a per unit basis, all units being townhome units.

ARTICLE VI  
ADMINISTRATION OF CONDOMINIUM BY ASSOCIATION

In order to provide for the efficient and effective administration of the condominium by the owners of dwelling units, a non-profit corporation known as Marina Cove Landings Condominium Association, Inc. (hereafter referred to as "Association") has been organized, and said Association shall administer the operation and management of the condominium, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions, and conditions of this Declaration of Condominium, and in accordance with the terms of the Articles of Incorporation of the Association, its By-Laws and the rules and regulations promulgated by the Association from time to time. A true copy of said Articles of Incorporation and By-Laws setting forth voting rights and other pertinent matters are attached hereto and made a part hereof as Exhibits C and D respectively. The owner or owners of each unit shall automatically become members of the Association upon acquisition of an ownership interest in the title to any unit and its appurtenant undivided interest in common elements, and the membership of such owner or owners shall terminate automatically upon such owner or owners being divested of such ownership interest in the title to such unit, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any liens, mortgage or other encumbrance upon any unit shall be entitled, by virtue of such lien, mortgage or other encumbrance to membership in the Association or to any of the rights, privileges, or duties of such membership provided, however, that nothing herein shall be construed as prohibiting the membership in the Association of a first mortgagee which acquires title to a unit either by foreclosure or by voluntary conveyance from the mortgagor or his successor. In the administration of the operation and management of the Condominium, the Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, levy and collect assessments in the manner hereinafter provided, unless the share of common expenses or assessments due is secured by a claim of lien of assessments that is recorded prior to the recording of the foreclosed mortgage, for common expenses, and to adopt, promulgate and enforce such rules and regulations governing the use of the units, common property, and limited common property, as the Board of Directors of the Association may deem to be in the best interests of the Condominium.

ARTICLE VII  
USE RESTRICTIONS

The condominium property is intended as a multi-unit residential complex and shall be used in accordance with the following provisions as long as the condominium exists:

7.1 RESIDENTIAL USE RESTRICTIONS. Excepting those units owned or leased by Developer, each unit is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests, invitees and lessees. However, so long as Developer shall retain any interest in the condominium, it may utilize a unit or units for a sales office, model, construction office prototype, and other usage for the purpose of selling or constructing units in the Condominium. Developer may assign this commercial usage rights to such other persons or entities as it may choose; provided, however, that when all units in said condominium have been conveyed once by Developer to a third party purchaser, this commercial right of usage shall immediately cease as to all units.



7.2 RENTAL. Any lease shall provide that the Lessee shall comply with and abide by all of the restrictions pertaining to the use of Units, Common Property, and Limited Common Property contained in this Declaration of Condominium, and with the rules and regulations contained herein or hereafter established by the Association governing the use of such units, Common Property, and Limited Common Property.

7.3 USE OF COMMON PROPERTY. No antenna or reception dishes shall be located on the Condominium property. No outdoor cooking shall be permitted on the terraces or patios of units or on any other portion of the common elements, except areas at the pool or clubhouse which may be designated by the Board of Directors and the terraces which are limited common elements appurtenant to the units. No outdoor clotheslines shall be installed or used. No recreational vehicles, mobile homes, trailers of any kind or boat shall be parked on the Condominium property except within a garage whose door shall be kept closed except when being used for vehicular access. No vehicle which is not currently licensed and registered shall be brought upon or parked on the Condominium property. The use of Common Property by the owner or owners of all units and all other parties authorized to use the same, and the use of Limited Common Property by the owner or owners, shall be at all times subject to such other reasonable rules and regulations as may be prescribed and established by the Association.

7.4 LAWFUL USE. No immoral, improper, offensive or unlawful use shall be made of any unit or of the Common Property, or of the Limited Common Property, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the condominium shall be observed. No owner of any unit shall permit or suffer anything to be done or kept in his unit, or on the Common Property, or on the Limited Common Property, which will increase the rate of insurance on the condominium or which will obstruct or interfere with the rights of other occupants or annoy them by unreasonable noises, nor shall any owner undertake any use or practice which shall create and constitute a nuisance to any other owner of a unit, or which interferes with the peaceful possession and proper use of any other unit or the Common Property, or the Limited Common Property.

#### ARTICLE VIII INSURANCE

Insurance, which shall be carried upon the condominium property, shall be governed by the following provisions:

8.1 AUTHORITY TO PURCHASE. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association, and in the case of insurance covering damage to buildings and its appurtenances, also for the benefit of unit owners and their mortgagees as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of unit owners. Such policies and endorsements thereon shall be deposited with the Insurance Trustee, if one has been designated. It shall not be the responsibility or duty of the Association to obtain insurance coverage for the personal liability, contents personal property, redecorating or living expenses of any unit owner.

#### 8.2 COVERAGE.

- A. CASUALTY. All buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. The word "building" in this article does not include floor coverings, wall coverings or ceiling coverings. Such coverage shall afford protection against:

1. Loss or damage by fire and other hazards covered by a standard extended coverage; and
  2. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.
- B. PUBLIC LIABILITY. In such amounts and such coverage as may be required by the Board of Directors of the Association, with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner, where available.
- C. WORKMEN'S COMPENSATION POLICY. To meet the requirements of applicable law.
- D. DIRECTOR AND OFFICER LIABILITY INSURANCE. In such amounts as the Board of Directors deem appropriate and with the coverage permitted in the Articles and By-Laws of the Association. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association.
- E. FIDELITY BONDS. When and as required by law, provided that nothing here shall preclude the Board of Directors from securing such insurance sooner than specified in the Condominium Act.
- F. OTHER. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

8.3 PREMIUMS. Premiums for insurance shall be a common expense and shall be paid by the Association.

8.4 SHARE OF PROCEEDS. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interest may appear and shall provide that all proceeds covering property losses shall be paid to the Association.

- A. COMMON ELEMENTS. Proceeds on account of damage to common elements shall be held in undivided shares for each owner of the condominium, each owner's share being the same as his or her undivided share in the common elements appurtenant to his or her unit.
- B. UNITS. Proceeds on account of damage to units shall be held in the following undivided shares:
1. When the damaged building is to be restored, for the owners of damaged units in proportion to the cost of repairing the damage suffered by each owner, which cost shall be determined by the Board of Directors of the Association.
  2. When the building is not to be restored, for the owners of units in such building, and their respective mortgagees. Each unit owner's share shall be that percentage which the share of common elements appurtenant to his or her unit bears to the total of the shares of common elements appurtenant to all units in the building.

- C. MORTGAGEES. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired except as provided in 9.1 B.1 and 2. No mortgagee shall have any right to apply or have applied to the reduction of the mortgage debt any insurance proceeds, except a distribution of such proceeds made to the unit owner and mortgagee pursuant to the provisions of paragraphs 8.5 A and B and 9.6 A.

8.5 DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Association or the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

- A. RECONSTRUCTION OR REPAIR. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.
- B. FAILURE TO RECONSTRUCT OR REPAIR. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

8.6 ASSOCIATION AS AGENT. The Association is hereby irrevocably appointed Agent for each unit owner and for each owner of any other interest in the Condominium property, for the purpose of empowering the Association to negotiate and adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases on behalf of each unit owner upon payment of a claim. The Association may, by action of its Board of Directors, delegate some or all of its duties and powers to an Insurance Trustee, which must be an institution authorized to exercise trust powers in the State of Florida. In the event of such delegation, Trustee's fees and expenses shall be common expenses.

#### ARTICLE IX RECONSTRUCTION OR REPAIR AFTER CASUALTY

9.1 DETERMINATION TO RECONSTRUCT OR REPAIR. If any part of the Condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

- A. COMMON ELEMENTS. If the damaged improvement is a common element, the same shall be reconstructed or repaired unless the damaged common elements are within a building and damage to the building containing such common element extends to units contained within such building, in which case the provisions relative to reconstruction and repair of the buildings, as elsewhere herein provided, shall apply.

B. BUILDINGS.

1. PARTIAL DESTRUCTION. If there is damage to the condominium improvements such that, in the judgment of a majority of the Board of Directors, repair and reconstruction costs will not exceed 80% of total replacement cost of all condominium improvements (exclusive of excavation and foundation cost), then the improvements shall be reconstructed and repaired unless owners of 75% of all units in the condominium and all holders of first mortgages on units in the Condominium agree in writing that the same shall not be repaired.
2. SUBSTANTIAL DESTRUCTION. If all buildings are so seriously damaged that the cost of repair will, in the judgment of a majority of the Board of Directors, exceed 80% of total replacement cost (exclusive of excavation and foundation cost), then no buildings shall be reconstructed or repaired unless within ninety (90) days after the casualty the owners of 75% of all units in the Condominium and the holders of all mortgages on units in the Condominium agree in writing that the same shall be reconstructed and repaired. If there is no decision to reconstruct and repair, the the provisions for termination set forth in Article XIV shall apply.

9.2 PLANS AND SPECIFICATIONS. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building and improvements; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and, if the damaged property is a building, by the owners of all damaged units, therein, which approvals shall not be unreasonably withheld.

9.3 RESPONSIBILITY. If the damage is only to those parts of units for which the responsibility of maintenance and repair is that of unit owners, then the owners shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

9.4 ESTIMATE OF COSTS. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

9.5 ASSESSMENTS FOR RECONSTRUCTION AND REPAIR. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, assessment shall be made against the unit owners who own the damaged units, and against all unit owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against unit owners for damage to units shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to common elements shall be in proportion to the owners' shares in the common elements.

9.6 RECONSTRUCTION FUNDS. Reconstruction funds, which shall consist of the proceeds of insurance held by the Association and funds collected by the Association from assessments against unit owners, shall be disbursed in the following manner:

- A. UNIT OWNER. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner, shall be paid by the Association to the unit owner, or, if there is a mortgage

endorsement as to such unit, then to the unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

- B. ASSOCIATION - MINOR DAMAGE. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.
- C. ASSOCIATION - MAJOR DAMAGE. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.
- D. SURPLUS. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to all owners who have paid assessments pursuant to 9.5 hereof in proportion to such assessments, up to the full amount of said assessments. If funds remain after full refund of all such assessments, such funds shall be distributed to each unit owner in accordance with such unit owner's share of common surplus, with remittance to an owner of a mortgaged unit being payable jointly to such owner and his mortgagee.

#### ARTICLE X 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 will be entitled to timely written notice of:

- A. Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;
- B. Any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of any unit on which its holds the mortgage;
- C. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the owners association; or
- D. Any proposed action that requires the consent of a specified percentage of mortgage holders.

#### ARTICLE XI REGISTRY

The Association shall at all times maintain a Register setting forth the names of the owners of all of the units, and in the event of the sale or transfer of any unit to a third party, the purchaser or transferee shall notify the Association in writing of his or her interest in such unit, together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his or her interest in any unit. The holder of any mortgage upon any unit may notify the Association of the existence of any mortgage or mortgages held by such party on any

unit and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

## ARTICLE XII MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial owners who are responsible, and thus protect the value of the units, the rental of units by any owner, other than the Developer, shall be subject to the following provisions as long as the condominium exists upon the land, which provisions each unit owner covenants to observe:

### 12.1 LEASES REQUIRED.

- A. LEASE. No unit owner may rent or lease a unit or any interest in a unit except by a lease in writing. Any such lease shall be subject to the terms of this Declaration and the Exhibits hereto and shall contain or be deemed to contain a provision whereby tenant specifically agrees to comply with all terms and provisions of the Declaration, the Exhibits thereto and all rules and regulations promulgated by the Board of Directors of the Association.

12.2 MINIMUM TERM. No lease or rental agreement shall be entered into for a term of less than six (6) months, nor shall any unit be the subject of more than one lease or rental agreement during any twelve (12) month period. Nothing herein shall be deemed to prohibit the extension for less than six months of a lease having an original term of six (6) months or more, provided that no assignment or subletting of the original tenancy shall be permitted and the tenant in any extension or renewal shall be the same person as was the tenant under the original lease. Units may be transferred subject to a lease provided that written consent is given by the Board of Directors of the Association.

12.3 EXCEPTIONS. The foregoing provisions of this Article shall not apply to a lease to or by the Developer or to a lease to or by a mortgage holder that acquires its title as the result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, its successors or assigns, or through foreclosure proceedings.

12.4 UNAUTHORIZED TRANSACTIONS. Any lease or rental not authorized pursuant to the terms of this Declaration shall be void as to the Association, which may deny the lessee access to and use of the leased unit and of the common elements; and this refusal of access and use shall be in addition to such other remedies, legal or equitable, as may be available to the Association.

## ARTICLE XIII ASSESSMENTS; LIABILITY, LIEN AND ENFORCEMENT

The Association is given the authority to administer the operation and management of the condominium. To provide the funds necessary for such operation and management, the Association has the right to make, levy and collect assessments against the owners of all units. The making and collection of assessments for common expenses shall be pursuant to the By-Laws and the following provisions:

13.1 ASSESSMENTS. Common expenses and assessments shall be allocated among the units in accordance with Section 3.7 above.

13.2 PAYMENTS. The regular annual assessment shall be payable in monthly installments, due in advance on or before the first day of each month. Any assessments or installments not paid on or before ten (10) days after the same is due shall bear interest until paid at the rate of fifteen percent (15%) per annum. 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 of Directors may declare the entire annual assessment as to that delinquent owner due and payable in full.

13.3 LIEN FOR ASSESSMENTS. The Association shall have a lien on each unit for any unpaid assessments, for interest thereon and for 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 Flagler 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 or until otherwise discharged by law. 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. If the unit owner remains in possession of the unit after a foreclosure judgment has been entered, the court, in its discretion, may require the unit owner to pay a reasonable rental for the unit. If the unit is rented or leased during the pendency of the foreclosure action, the association is entitled to the appointment of a receiver to collect the rent. The expenses of the receiver shall be paid by the party which does not prevail in the foreclosure action. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Where a purchaser of a unit obtains title to the unit as a result of the foreclosure of the first mortgage or where the holder of a first mortgage of record obtains title to the unit as a result of a conveyance in lieu of foreclosure of the first mortgage, such acquirer of title, its successors and assigns, shall remain jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner.

#### ARTICLE XIV TERMINATION

14.1 TERMINATION FOLLOWING DESTRUCTION. Where termination is pursuant to Section 9.1 B.2, a certificate of a resolution of the Board of Directors of the Association to said effect and notice of cancellation and termination of this Declaration of Condominium shall be executed by the President or Vice President and Secretary or Assistant Secretary of the Association in recordable form, and such instrument shall be recorded in the Public Records of Flagler County, Florida. Upon termination of this Declaration of Condominium, all of the owners of dwelling units shall be and become tenants in common as to the ownership of the real property herein described and any then remaining improvements thereon, the undivided interest in such real property and remaining improvements held by the owner or owners of each unit to be the same as the undivided interest in common property which was formerly appurtenant to such unit. The lien of any mortgage or other encumbrance upon each unit shall attach in the same order of priority (a) to the percentage of undivided interest of the owner of a unit in the property, (b) to the then remaining improvements and (c) to any insurance proceeds allocable to the unit. Upon termination of this Declaration of Condominium and the plan of condominium ownership established herein, the Association shall distribute the proceeds of any policy or policies of casualty insurance to the owners of the units and their mortgagees, as their respective interests may appear, such distribution to be made in accordance with the undivided interest appurtenant to each unit. The assets of the Association shall, upon termination of the plan of condominium ownership created hereby, then be distributed to the owner or owners of each unit and his or their respective mortgagees, as their respective interests may appear, in the same manner as was provided above for the distribution of any final insurance indemnity.

14.2 TERMINATION BY OWNERS. Except as provided in the preceding paragraphs, this Declaration of Condominium and plan of condominium ownership may only be terminated by the unanimous consent of all of the owners of all units in the Condominium, and all of the parties

holding mortgages, liens or encumbrances against said units, in which event, the termination of the condominium shall be by such plan as may then be adopted by said owners and parties holding any mortgages, liens and encumbrances. Such election to terminate this Declaration of Condominium and the plan of condominium ownership shall be executed in writing by all of the aforementioned parties, and such instrument shall be recorded in the Public Records of Flagler County, Florida.

ARTICLE XV  
AMENDMENT OF DECLARATION OF CONDOMINIUM

Subject to the provisions hereinafter set forth, this Declaration of Condominium may be amended in the following manner:

15.1 ARTICLES OF INCORPORATION AND BY-LAWS. Said documents may be amended in accordance with the respective provisions for amendment contained therein, and such amendment shall constitute an amendment to the Exhibits to this Declaration, provided however that, in the event that an amendment of the Articles of Incorporation or By-Laws is inconsistent with any provision of this Declaration, (other than the Exhibit being amended), then the Declaration shall govern, and the amendment shall be ineffective until adopted or ratified in the manner hereinafter set forth.

15.2 DECLARATION. An amendment or amendments to this Declaration of Condominium other than as set forth in the previous subsections of this Article may be proposed by the Board of Directors of the Association acting upon a vote of the majority of Directors, or by the owners of the majority of the units within the condominium, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration of Condominium being proposed by said Board of Directors or members, such a proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written or printed notice, of such special meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, postage prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of not less than 75% of the members of the Association in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Declaration of Condominium shall be transcribed and certified by the President or Vice President and Secretary or Assistant Secretary of the Association as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall promptly be recorded in the Public Records of Flagler County, Florida. Thereafter, a copy of said amendment or amendments in the form in which the same were recorded shall be delivered to all of the owners of all units, but delivery of a copy thereof shall not be condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy.

PROVIDED HOWEVER, THAT:

- A. Except as provided in section 15.1 and 15.2, neither the percentage of ownership of common elements and common surplus appurtenant to any unit,



nor any unit's share of the common expense shall be altered, amended or modified without the written consent of all owners and mortgagees of units in Marina Cove Landings Condominium whose percentages would be altered.

- B. No alteration, amendment, or modification shall be made in the rights and privileges of Developer, without the written consent of the Developer, or its successor.
- C. No alteration, amendment or modification shall be made in the rights and privileges of mortgagees; including specifically, but not by way of limitation, those contained in Articles VIII and IX (Insurance and Reconstruction) or Article XIII (Assessments) or this Article without the consent of all institutional mortgagees holding mortgages upon units in the Condominium.

#### ARTICLE XVI REMEDIES IN EVENT OF DEFAULT

The owner or owners of each unit shall be governed by and shall comply with the provisions of this Declaration of Condominium, and the Articles of Incorporation and By-Laws of the Association, and its Rules and Regulations as they may be amended from time to time. A default by the owner or owners of any unit shall entitle the Association or the owner or owners of any other unit or units to the following relief:

16.1 GROUND FOR RELIEF. Failure to comply with any of the terms of this Declaration of Condominium or other restrictions and regulations contained in the Articles of Incorporation or By-Laws of the Association, or its Rules and Regulations, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof, and which relief may be sought by the Association or, if appropriate, by an aggrieved owner of a unit.

16.2 NEGLIGENCE. The owner or owners of each unit shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his or her act, neglect or carelessness, or by that of any member of his or her family, or its or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

16.3 ATTORNEY'S FEES. In a proceeding arising because of an alleged default by the owner of any unit, the prevailing party shall be entitled to recover the costs of the proceedings, and such reasonable attorney's fees as may be determined by the Court.

16.4 NO WAIVER. The failure of the Developer, or of the Association, or of the owner of a unit to enforce any right, provision, covenant or condition which may be granted by this Declaration of Condominium or other above mentioned documents shall not constitute a waiver of the right of the Developer, the Association or the owner of a unit to enforce such right, provision, covenant or condition in the future.

16.5 CUMULATIVE REMEDIES. All rights, remedies and privileges granted to the Association or the owner or owners of a unit pursuant to any terms, provisions, covenants or conditions of this Declaration of Condominium or other above mentioned documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies, or privileges as may be available to such party at law or in equity.

ARTICLE XVII  
RIGHTS OF DEVELOPER ASSIGNABLE

All rights in favor of the Developer reserved in this Declaration of Condominium and in the Articles of Incorporation and the By-Laws of the Association are fully assignable in whole or in part by the Developer, and may be exercised by the nominee of the Developer and/or exercised by any person designated by the Developer to succeed to such right or rights and by any person or entity becoming a successor to the Developer by operation of law.

ARTICLE XVIII  
USE OR ACQUISITION OF INTEREST IN THE CONDOMINIUM  
TO RENDER USER OR ACQUIRER SUBJECT TO PROVISIONS  
OF DECLARATION OF CONDOMINIUM RULES AND REGULATIONS

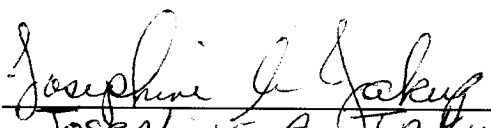
All present or future owners, tenants, or any other person who might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration of Condominium, and documents appurtenant hereto and incorporated herewith, and the acquisition or rental of any unit, or the occupancy of any unit shall signify that the provisions of this Declaration of Condominium and such documents are accepted and ratified in all respects.

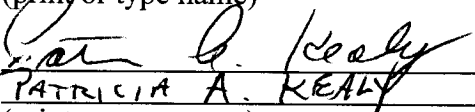
ARTICLE XIX  
SEVERABILITY

In the event that any of the terms, provisions or covenants of this Declaration of Condominium are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.


IN WITNESS WHEREOF, A C Real Estate Development Corp., has caused these presents to be executed and its corporation seal affixed this 25<sup>th</sup> day of September, A.D. 2002.

WITNESSES:

  
\_\_\_\_\_  
Josephine A. Jakup  
(print) or type name)

  
\_\_\_\_\_  
PATRICIA A. REALY  
(print) or type name)

A C REAL ESTATE DEVELOPMENT  
CORP., a Utah corporation

  
\_\_\_\_\_  
Thomas Anderson, President (SEAL)

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 25th day of September, 2002, by Thomas Anderson, President of A C Real Estate Development Corp., a Utah corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC:

Sign: [Signature]

Print: LOU DELGADO

State of FLORIDA At Large

(Seal)

My Commission Expires:

Title/Rank: \_\_\_\_\_

Commission Number: \_\_\_\_\_



EXHIBIT A  
TO DECLARATION OF CONDOMINIUM

SURVEY/PLOT PLAN, FLOOR PLANS AND ELEVATIONS (attached hereto)

**Legal Description of Property:**

A PARCEL OF LAND LYING IN PARTS OF SECTIONS 5, 38 AND 39, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTERLINE INTERSECTION OF CLUB HOUSE DRIVE AND PALM HARBOR PARKWAY, A 104 FOOT RIGHT-OF-WAY; THENCE N 20°57'23" W ALONG THE CENTERLINE OF SAID PALM HARBOR PARKWAY 983.06 FEET TO A POINT OF CURVATURE IN SAID CENTERLINE; THENCE N 69°02'37" E ON A RADIAL LINE TO SAID CURVE 52.00 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID PALM HARBOR PARKWAY HAVING A TANGENT BEARING OF N 20°57'23" W; THENCE NORTHERLY ALONG SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 852.00 FEET AND A CENTRAL ANGLE OF 23°33'24", A DISTANCE OF 350.29 FEET; THENCE N 69°10'12" E 160.41 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 69°10'12" E 70.00 FEET; THENCE S 33°21'53" E 147.82 FEET; THENCE N 87°49'48" W 150.35 FEET; THENCE N 2°10'12" E 92.94 FEET TO THE POINT OF BEGINNING. CONTAINING 0.301 ACRES.

AND

A PARCEL OF LAND LYING IN PARTS OF SECTIONS 5, 38 AND 39, TOWNSHIP 11 SOUTH RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTERLINE INTERSECTION OF CLUB HOUSE DRIVE AND PALM HARBOR PARKWAY, A 104 FOOT RIGHT-OF-WAY; THENCE N 20°57'23" W ALONG THE CENTERLINE OF SAID PALM HARBOR PARKWAY, 983.06 FEET TO A POINT OF CURVATURE IN SAID CENTERLINE; THENCE N 69°02'37" E ON A RADIAL LINE TO SAID CURVE 52.00 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID PALM HARBOR PARKWAY; THENCE S 20°57'23" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE 263.06 FEET TO A POINT ON THE NORTH LINE OF CLUB HOUSE WATERWAY; THENCE N 61°50'56" E ALONG SAID NORTH LINE OF CLUB HOUSE WATERWAY 308.20 FEET; THENCE N 69°02'37" E ALONG NORTH LINE OF CLUB HOUSE WATERWAY 128.79 FEET; THENCE N 36°20'26" W 139.02 FEET; THENCE S 68°37'08" W 167.30 FEET TO THE POINT OF BEGINNING; THENCE S 57°22'02" W 73.45 FEET, THENCE N 70°49'48" W 105.00 FEET; THENCE N 42°21'50" E 136.15 FEET; THENCE S 71°18'27" E 10.00 FEET; THENCE N 69°10'12" E 15.62 FEET; THENCE S 24°48'28" E 107.77 FEET TO THE POINT OF BEGINNING. CONTAINING 0.277 ACRES.

AND

A PARCEL OF LAND LYING IN PARTS OF SECTIONS 5, 38 AND 39, TOWNSHIP 11 SOUTH RANGE 31, EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTERLINE INTERSECTION OF CLUB HOUSE DRIVE AND PALM

HARBOR PARKWAY, A 104 FOOT RIGHT-OF-WAY; THENCE N 20°57'23" W ALONG THE CENTERLINE OF SAID PALM HARBOR PARKWAY 983.06 FEET TO A POINT OF CURVATURE IN SAID CENTERLINE; THENCE N69°02'37" E ON A RADIAL LINE TO SAID CURVE 52.00 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID PALM HARBOR PARKWAY; THENCE S 20°57'23" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE 153.29 FEET TO THE POINT OF BEGINNING; THENCE N 61°56'54" E 193.26 FEET; THENCE S 28°08'59" E 108.57 FEET; THENCE S 61°50'56" W 207.00 FEET; THENCE N 20°57'23" W 109.77 FEET TO THE POINT OF BEGINNING. CONTAINING 0.500 ACRES.

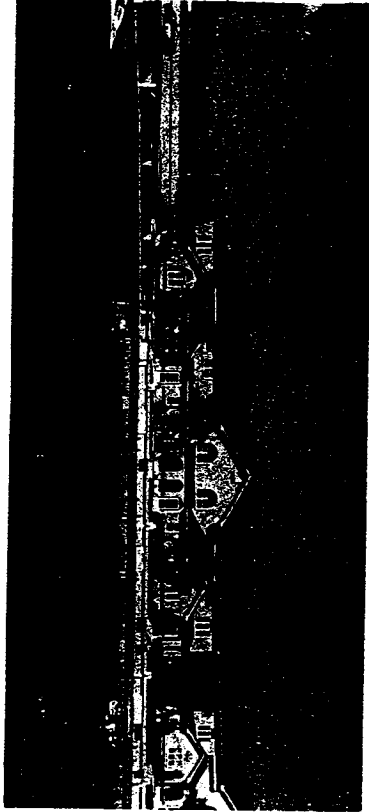
AND

A PARCEL, OF LAND LYING IN PARTS OF SECTIONS 5, 38, AND 39, TOWNSHIP, 11 SOUTH, RANGE 31 EAST FLAGLER COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTERLINE INTERSECTION OF CLUB HOUSE DRIVE AND PALM HARBOR PARKWAY, A 104 FOOT RIGHT-OF-WAY; THENCE N 20°57'23" W ALONG THE CENTERLINE OF SAID PALM HARBOR PARKWAY, 983.06 FEET TO A POINT OF CURVATURE IN SAID CENTERLINE; THENCE N 69°02'37" E ON A RADIAL LINE TO SAID CURVE 52.00 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID PALM HARBOR PARKWAY; THENCE S 20°57'23" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE 263.06 FEET TO A POINT ON THE NORTH LINE OF CLUB HOUSE WATERWAY; THENCE N 61°50'56" E ALONG SAID CLUB HOUSE WATERWAY 308.20 FEET; THENCE N 69°02'37" E ALONG SAID CLUB HOUSE WATERWAY 530.23 FEET; THENCE N 20°49'48" W 117.04 FEET TO THE POINT OF BEGINNING; THENCE S 69°10'13" W 150.00 FEET; THENCE N 24°57'51" W 180.47 FEET; THENCE N 69°10'13" E 163.01 FEET; THENCE S 20°49'48" E 180.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.646 ACRES.

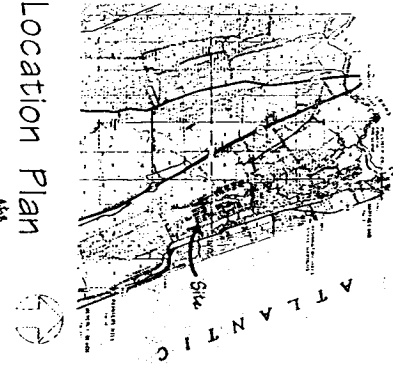
\*this Exhibit "A" is continued on the following page and contains copies of surveys and plot plans.

New Condominium Units  
Marina Cove Landings Condominium  
Flagler County, Florida



List of Drawings

- 1. Cover
- 2. Site Plan
- 3. Ground Floor Plan - Bldg. 'A', 'B', 'C'
- 4. Second Floor Plan - Bldg. 'A', 'B', 'C'
- 5. Roof Plan - Bldg. 'A', 'B', 'C'
- 6. Sanitary - Bldg. 'A', 'B', 'C'
- 7. Elevations - Bldg. 'A', 'B', 'C'
- 8. Ground Floor Plan - Bldg. 'D'
- 9. Second Floor Plan - Bldg. 'D'
- 10. Roof Plan - Bldg. 'D'
- 11. Elevations - Bldg. 'D'
- 12. Elevations - Bldg. 'E'
- 13. Schedule
- 14. Details
- 15. Sections & Details
- 16. Sections & Details
- 17. Ground Floor Plan Building D
- 18. Second Floor Plan Building D
- 19. Roof Plan Building D
- 20. Elevations Building D
- 21. Elevations Building D
- 22. FOUNDATION PLAN BUILDINGS 'A', 'B', 'C'
- 23. FOUNDATION DETAILS
- 24. SECOND FLOOR FINISH BUILDINGS 'A', 'B', 'C'
- 25. ROOF FINISH PLAN BUILDINGS 'A', 'B', 'C'
- 26. SECOND FLOOR FINISH PLAN BUILDING 'D'
- 27. FOUNDATION PLAN BUILDING 'D'
- 28. SECOND FLOOR FINISH PLAN BUILDING 'D'
- 29. ROOF FINISH PLAN BUILDING 'D'
- 30. PAVING SITE PLAN WEST
- 31. PAVING SITE PLAN EAST
- 32. PAVING NOTES, SPECIFICATIONS & DETAILS
- 33. Ground Floor Water Plan Building 'A', 'B'
- 34. Second Floor Water Plan Building 'A', 'B'
- 35. 2nd Flr. Sanitary & Water Plan Building 'A', 'B', 'C'
- 36. Ground Floor Water Plan Building 'C'
- 37. 2nd Flr. Sanitary & Water Plan Building 'C'
- 38. Ground Floor Water Plan Building 'D'
- 39. 2nd Flr. Sanitary & Water Plan Building 'D'
- 40. Ground Floor Sanitary & Water Plan Building 'D'
- 41. Typical HVAC Plan & Details Building 'A', 'B', 'C'
- 42. Typical HVAC Plan & Details Building 'D'
- 43. Electrical Site Plan
- 44. Second Floor Electrical Plan Bldg. 'A', 'B'
- 45. Second Floor Electrical Plan Bldg. 'C'
- 46. Second Floor Electrical Plan Bldg. 'D'
- 47. Second Floor Electrical Plan Building 'D'
- 48. Plans and Schedules



Walter J. Okon  
ARCHITECT  
Makemson Engineering  
Consulting Engineer  
Simes and Rosch, P.A.  
Consulting Engineers

<p>1</p>	<p>WALTER JAMES OKON ARCHITECT 100 S. GING STREET ST. AUGUSTINE, FL. 32084 (407) 824-5474</p>	<p>00-02</p>	<p>2303 PALM WEST HOME BUILDERS 1 Florida Palms Drive North Palm Coast, FL 32037 (904) (904) 246-7001 Fax (904) 246-0841</p>	<p>COVER</p>
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**SITE WORK NOTES**

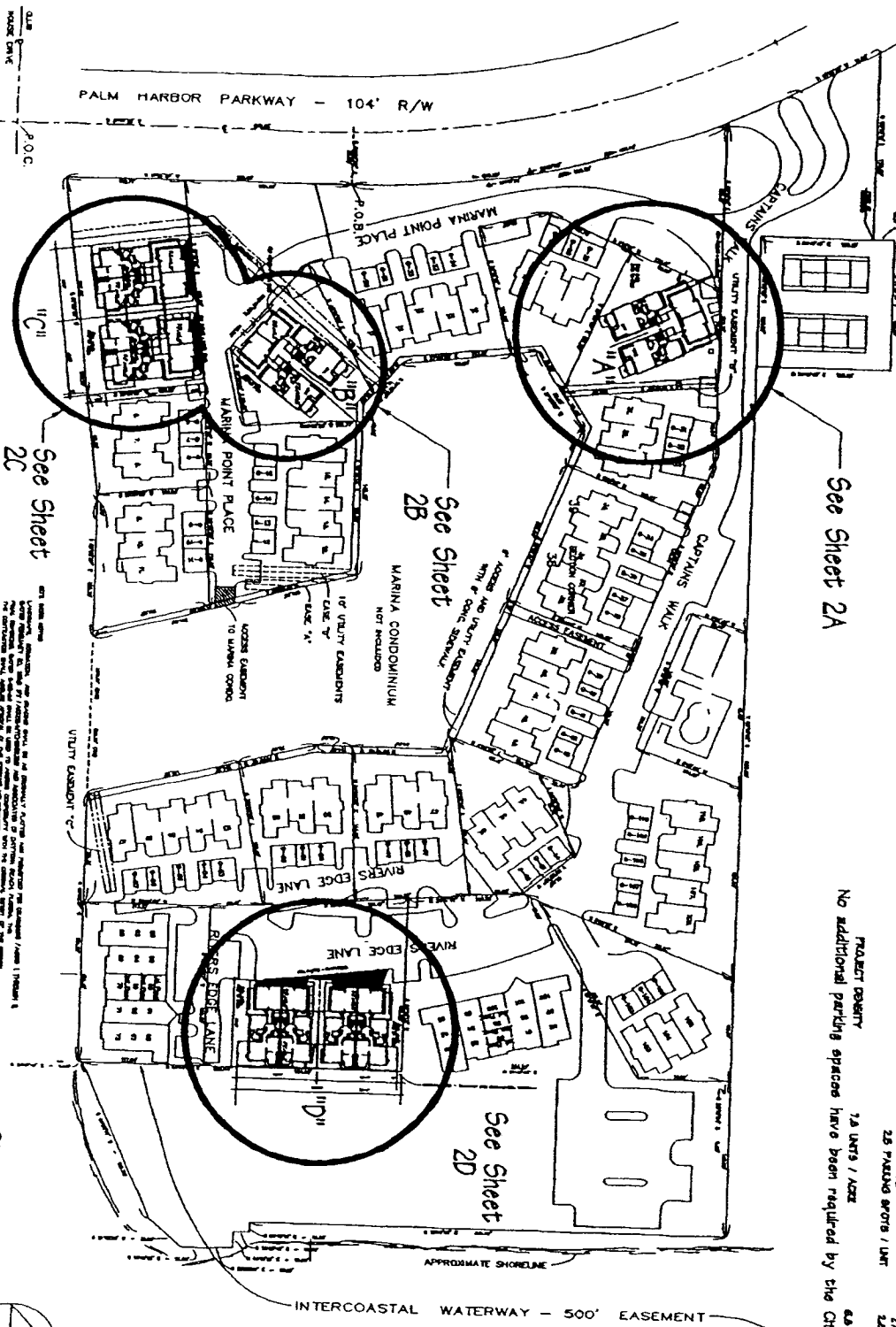
THESE DRAWINGS SHOW PLANS AND SPECIFICATIONS FOR UNITS AT MARINA COVE CONDOMINIUM WHICH WERE PLANNED AND PERMITTED BUT CONSTRUCTION WAS DEFERRED. ORIGINAL PLANS AND SPECIFICATIONS WERE DATED FEBRUARY 22, 1984. PLAT INFORMATION IS LOCATED ON PAGE 2 OF SHEET A TO THE REGULATION OF CONDOMINIUMS OF FLORIDA CODE AT PALM COAST CONDOMINIUM. THE DRAWING REFERENCES PAGE 1 OF SAID DECRET. A REVISIONARY MAP IN MAY BOOK 2A, PAGES 28-30, OF THE PUBLIC RECORDS OF BAYLOR COUNTY, TEXAS, REVISED PAGE 2 IS LOCATED IN MAY BOOK 2B, IN ACCORDANCE WITH FLORIDA STATUTES PROVIDING THE WORK OF THE NEW CONDOMINIUM IS BEING APPROVED AS AMENDED BY WALTER JAMES O'KON ARCHITECT, FLORIDA LICENSE # 6682, OF 6700 WINTER BERRY DRIVE, SEASIDE, TEXAS 75840. UNLESS OTHERWISE SPECIFIED, FINISHES, ELEVATIONS AND DETAILS OF UNIT DESIGN ARE IN PLACE. FINISH FLOOR ELEVATIONS FOR THE BUILDINGS ARE LISTED AS ORIGINALLY PLANNED AND NOTED. WORK CHANGES IN UNIT LAYOUT HAVE RESULTED IN A NET LOSS OF PARKING SPACES. UNIT # 101 WAS PLANNED AS TYPICAL; NOW UNIT # 101 IS A QUARTER. UNIT # 102 WAS ORIGINALLY PLANNED AS A TYPICAL UNIT; NOW UNIT # 102 IS A QUARTER. UNIT # 103 WAS ORIGINALLY PLANNED AS A TYPICAL UNIT; NOW UNIT # 103 IS A QUARTER. THE ARCHITECTS, CONTRACTORS, AND ENGINEERS ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED IN THESE NOTES.

THESE DRAWINGS SHOW PLANS AND SPECIFICATIONS FOR UNITS AT MARINA COVE CONDOMINIUM WHICH WERE PLANNED AND PERMITTED BUT CONSTRUCTION WAS DEFERRED. ORIGINAL PLANS AND SPECIFICATIONS WERE DATED FEBRUARY 22, 1984. PLAT INFORMATION IS LOCATED ON PAGE 2 OF SHEET A TO THE REGULATION OF CONDOMINIUMS OF FLORIDA CODE AT PALM COAST CONDOMINIUM. THE DRAWING REFERENCES PAGE 1 OF SAID DECRET. A REVISIONARY MAP IN MAY BOOK 2A, PAGES 28-30, OF THE PUBLIC RECORDS OF BAYLOR COUNTY, TEXAS, REVISED PAGE 2 IS LOCATED IN MAY BOOK 2B, IN ACCORDANCE WITH FLORIDA STATUTES PROVIDING THE WORK OF THE NEW CONDOMINIUM IS BEING APPROVED AS AMENDED BY WALTER JAMES O'KON ARCHITECT, FLORIDA LICENSE # 6682, OF 6700 WINTER BERRY DRIVE, SEASIDE, TEXAS 75840. UNLESS OTHERWISE SPECIFIED, FINISHES, ELEVATIONS AND DETAILS OF UNIT DESIGN ARE IN PLACE. FINISH FLOOR ELEVATIONS FOR THE BUILDINGS ARE LISTED AS ORIGINALLY PLANNED AND NOTED. WORK CHANGES IN UNIT LAYOUT HAVE RESULTED IN A NET LOSS OF PARKING SPACES. UNIT # 101 WAS PLANNED AS TYPICAL; NOW UNIT # 101 IS A QUARTER. UNIT # 102 WAS ORIGINALLY PLANNED AS A TYPICAL UNIT; NOW UNIT # 102 IS A QUARTER. UNIT # 103 WAS ORIGINALLY PLANNED AS A TYPICAL UNIT; NOW UNIT # 103 IS A QUARTER. THE ARCHITECTS, CONTRACTORS, AND ENGINEERS ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED IN THESE NOTES.

No additional parking spaces have been required by the City, or the County.

LAND USE	SQ. FEET	SQ. FEET
TOTAL UNITS	142 UNITS	ORIGINAL
PARKING REQUIRED	2 SPOTS / UNIT	284
1/2 SPOT / VISITOR	142	
TOTAL	426	
PARKING PROVIDED	278	
GARAGE	88	
PAVED OUTSIDE GARAGES	88	

PROJECT COUNTY	1/2 UNITS / ACRES	4/2 UNITS / ACRES
TOTAL UNITS	142 UNITS	284 UNITS
TOTAL PARKING SPOTS / UNIT	278 SPOTS / UNIT	556 SPOTS / UNIT



ANY LAND AND SPACES THAT ARE NEITHER PART OF A UNIT, NOR OWNED BY MARINA COVE AT PALM COAST CONDOMINIUMS ARE DESIGNATED AS COMMON ELEMENTS.

<p>WALTER JAMES O'KON ARCHITECT</p> <p>1000 W. PALM BEACH BLVD., SUITE 200, PALM BEACH, FL 33480</p>		<p>DATE: 08-08</p>
		<p>PROJECT: Marina West Home Realty</p> <p>PLANNING COUNTY, FLORIDA</p> <p>SITE PLAN</p>

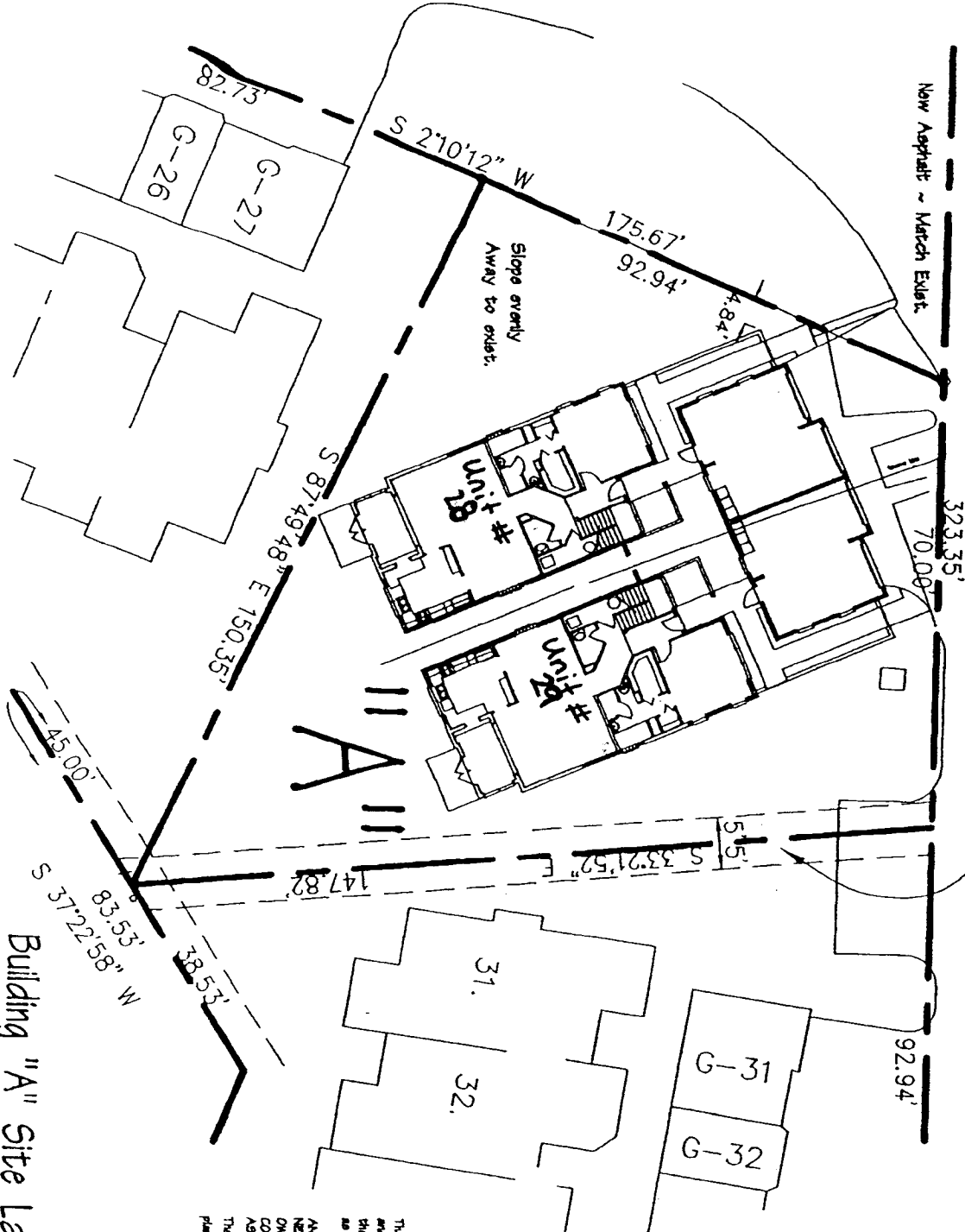


No additional parking spaces have been required by the City, or the County.  
 N 69'10"12" E 123.00"

375.46'

UTILITY EASEMENT "B"

New Asphalt ~ Match Exist.

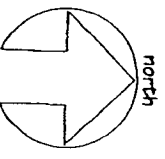


Slope evenly  
 Away to exist.

Building "A"

Building "A" Site Layout

Scale: 1/16" = 1'-0"

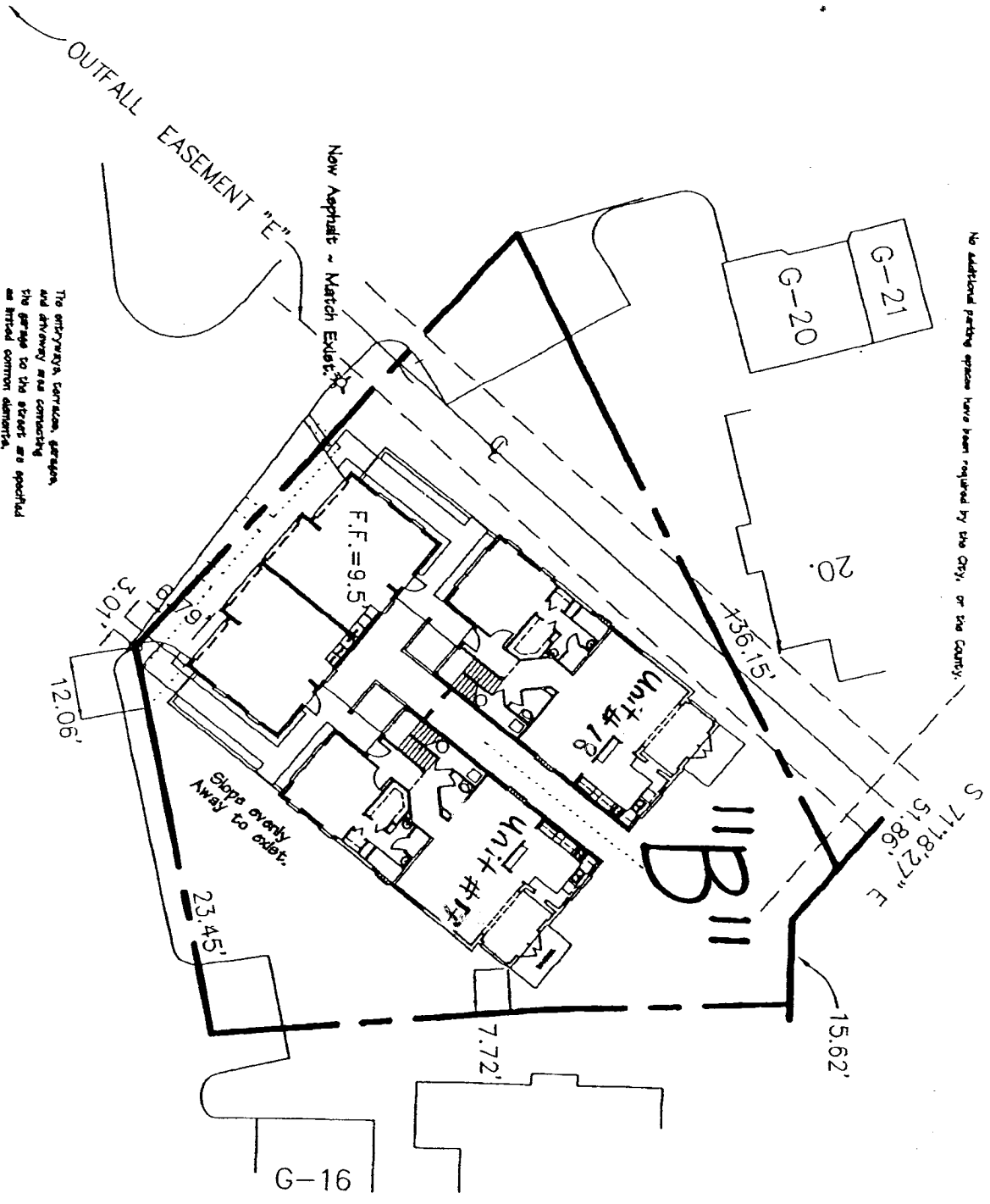


The entryways, terraces, garages, and driveway area connecting the garage to the streets are specified as shared common elements.  
 ANY LAND AND SIDEWALKS THAT ARE NEITHER PART OF A UNIT, NOR OWNED BY WANDA COVE AT PALM COAST CONDOMINIUMS ARE SPECIFIED AS COMMON ELEMENTS.  
 The improvements depicted in the attached plans are proposed and not yet completed.

LEGEND

○	Proposed
○	Existing
○	As Shown
○	As Proposed
○	As Existing
○	As Shown
○	As Proposed
○	As Existing
○	As Shown
○	As Proposed
○	As Existing

2A 2A	Palm West Home Realty REALTOR	WALTER JAMES O'KON ARCHITECT	PALM WEST HOME REALTY REALTOR
	2A	2A	2A



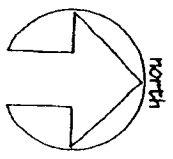
The entrance, terraces, garage, and driveway area connecting the garage to the street are specified as fitted common elements.

ANY LAND AND STRUCTURES THAT ARE NEITHER PART OF A UNIT, NOR OWNED BY MARINA COVE AT PALM COAST CONDOMINIUMS ARE SPECIFIED AS COMMON ELEMENTS.

The improvements depicted in the attached plans are proposed and not yet completed.

Building "B" Site Layout

Scale: 1/16" = 1'-0"

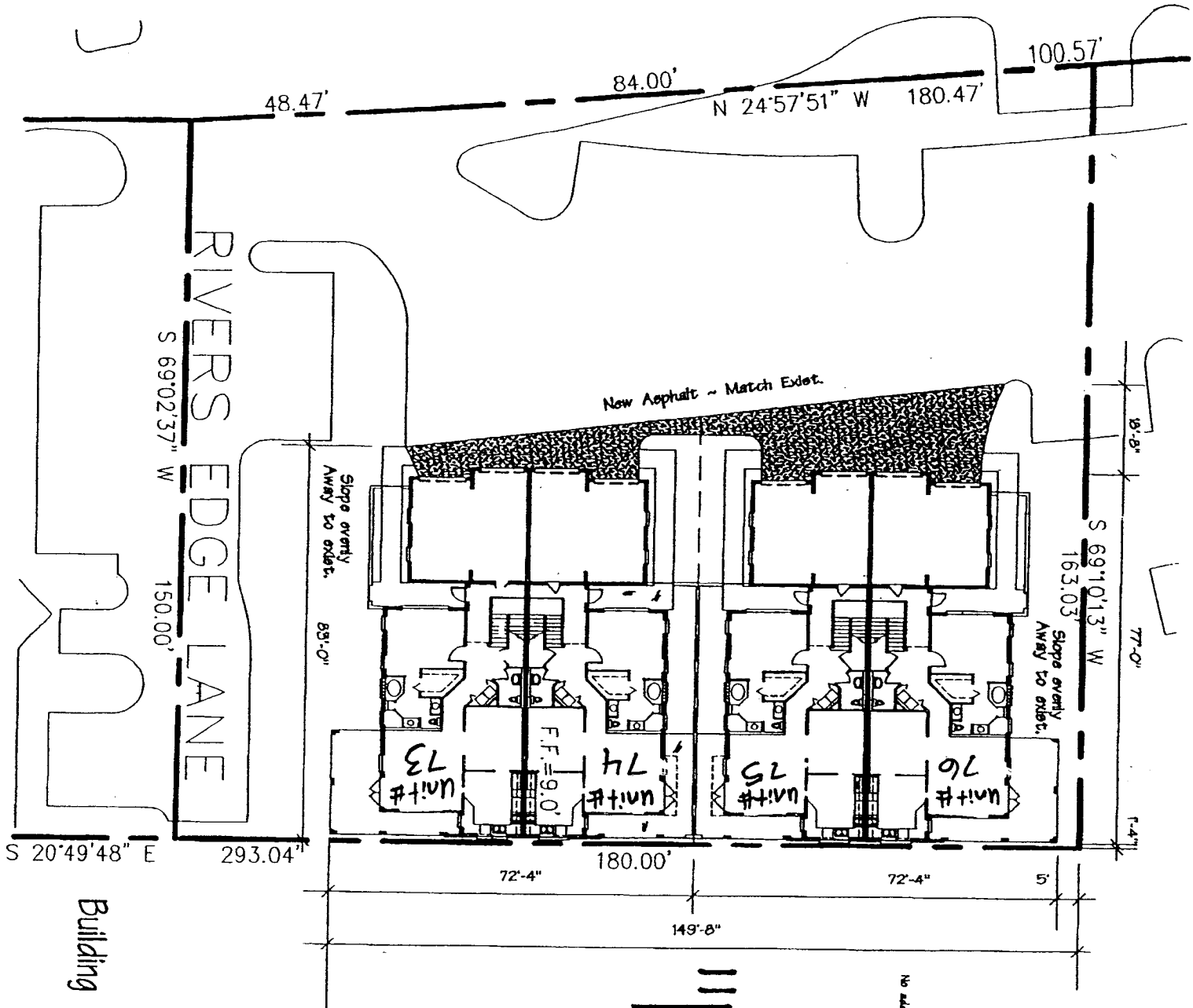


LEGEND

○	PROPOSED
○	EXISTING
○	CONCRETE
○	ASPHALT
○	PAVEMENT
○	LANDSCAPE
○	UTILITIES
○	BOUNDARIES
○	EASEMENTS

2B	<p>WALTER JAMES OKON ARCHITECT</p> <p>1000 W. PALM BEACH BLVD. SUITE 1000 PALM BEACH, FL 33480 (561) 844-8800</p>	<p>PALM WEST HOME REALTY</p> <p>1000 W. PALM BEACH BLVD. SUITE 1000 PALM BEACH, FL 33480 (561) 844-8800</p>	<p>DATE: 08/20/20</p>	
	<p>Project: 2B</p> <p>Scale: 1/16" = 1'-0"</p> <p>Sheet: 2B</p>	<p>Client: Palm West Home Realty</p> <p>Address: 1000 W. Palm Beach Blvd., Suite 1000, Palm Beach, FL 33480</p>	<p>Architect: Walter James Okon</p> <p>Address: 1000 W. Palm Beach Blvd., Suite 1000, Palm Beach, FL 33480</p>	<p>Contractor: Palm West Home Realty</p> <p>Address: 1000 W. Palm Beach Blvd., Suite 1000, Palm Beach, FL 33480</p>





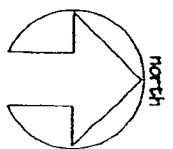
11D11

No additional parking spaces have been required by the City, or the County.

- LEGEND**
- 1.00' - 2.00' Slope
  - 2.00' - 3.00' Slope
  - 3.00' - 4.00' Slope
  - 4.00' - 5.00' Slope
  - 5.00' - 6.00' Slope
  - 6.00' - 7.00' Slope
  - 7.00' - 8.00' Slope
  - 8.00' - 9.00' Slope
  - 9.00' - 10.00' Slope
  - 10.00' - 12.00' Slope
  - 12.00' - 15.00' Slope
  - 15.00' - 20.00' Slope
  - 20.00' - 25.00' Slope
  - 25.00' - 30.00' Slope
  - 30.00' - 35.00' Slope
  - 35.00' - 40.00' Slope
  - 40.00' - 45.00' Slope
  - 45.00' - 50.00' Slope
  - 50.00' - 55.00' Slope
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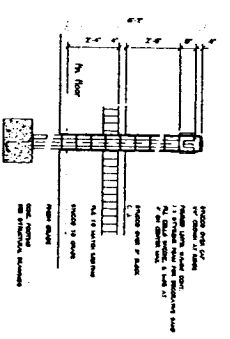
The entrance, terraces, garden, and driveway area connecting the garage to the street are specified as limited common elements.  
 ANY LAND AND SERVICES THAT ARE NEITHER PART OF A UNIT, NOR OWNED BY HAVANA COVE AT PALM COAST CONDOMINIUMS ARE SPECIFIED AS COMMON ELEMENTS.  
 The improvements depicted in the attached plans are proposed and not yet completed.

Building "D" Site Layout  
 Scale: 1/8" = 1'-0"

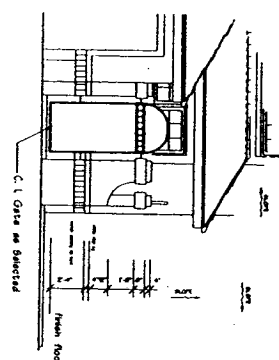


<p>2D</p>	<p>Walter James Okon                  Architect                  48 S. 2ND STREET ST. JOHNSVILLE, FLA. 32804 (407) 354-4999</p>	<p>DATE: 02-08</p>		
	<p>Project: 2D Site Layout</p>			

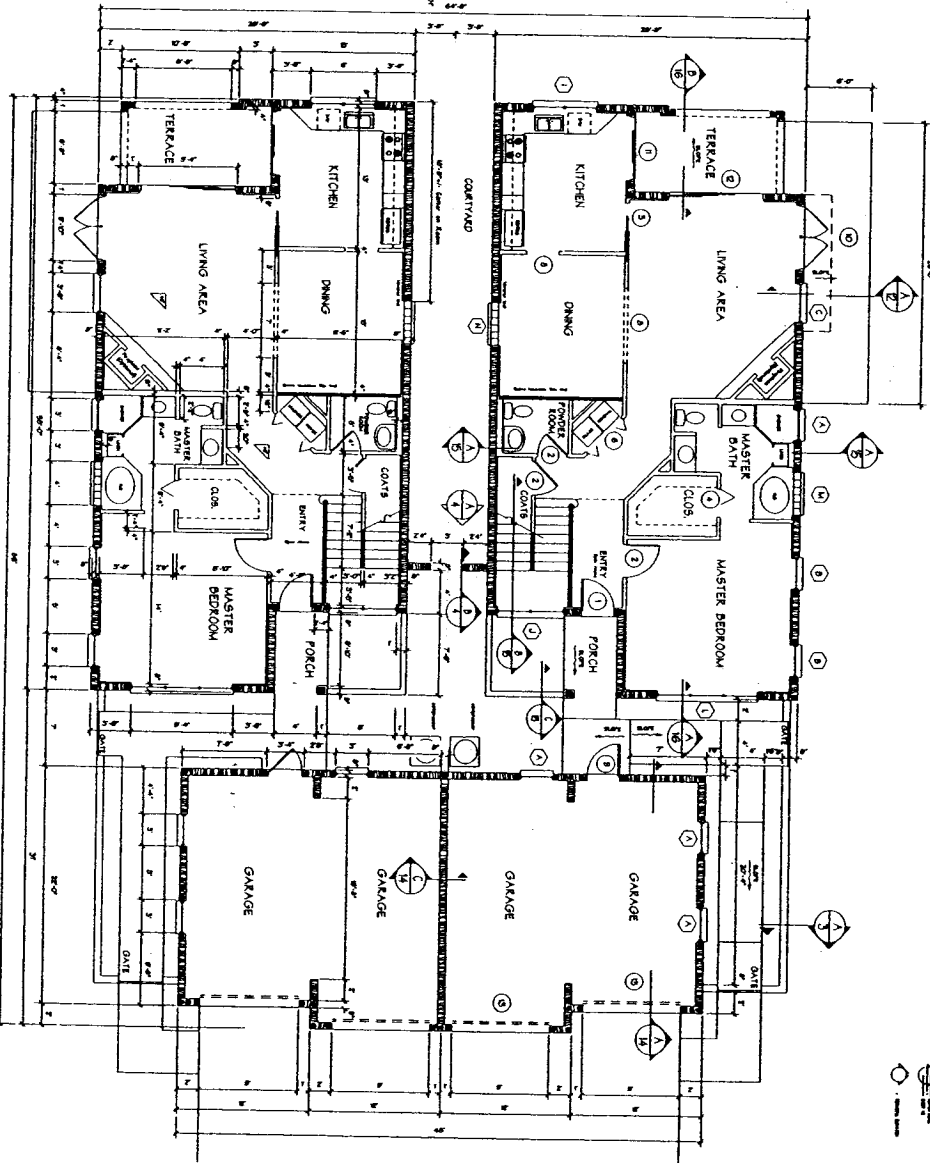
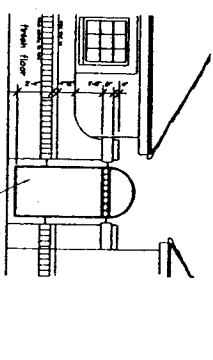
Typical Privacy Wall  
Scale: 1/2" = 1'-0"



Front Entry Gate Details  
N. E. S.



Side Entry Gate Details  
N. E. S.



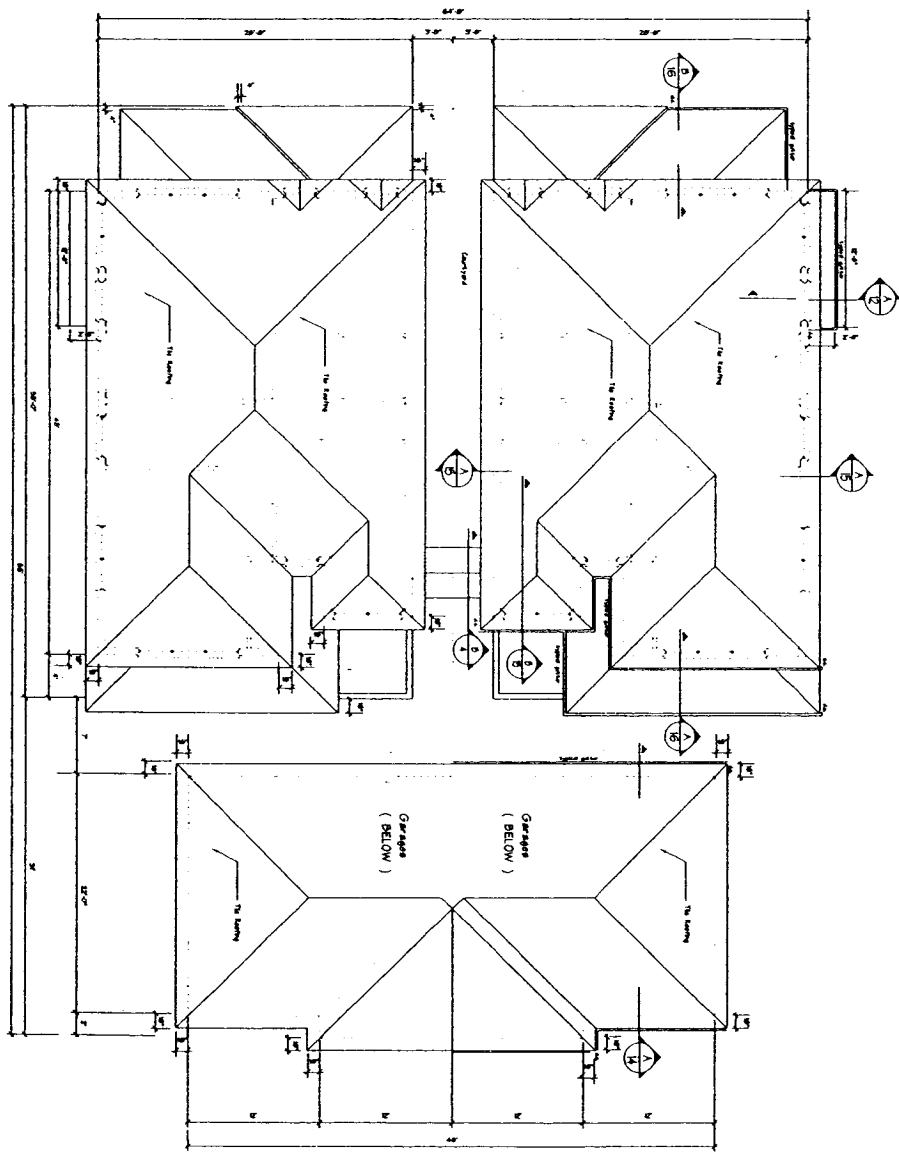
Ground Floor Plan ~ Bldg. "A", "B"  
Scale: 1/4" = 1'-0"

AREA SUMMARY  
Ground Floor 1065 Sq. Ft.  
Second Floor 850 Sq. Ft.  
Living Area 2225 Sq. Ft.

<b>5</b>	Metro Corp. Collaboration Palm West Home Realty PALM BEACH COUNTY, FLORIDA	WALTER JAMES OKON ARCHITECT 40 A AND STREET SE MIAMI, FLA 33136 (305) 384-6278	00-001		DATE: 11/2/03 DRAWN BY: JMO CHECKED BY: JMO PROJECT: PALM WEST HOME BUILDERS
	Ground Fl. Plan - Bldg. "A", "B"	00-001			

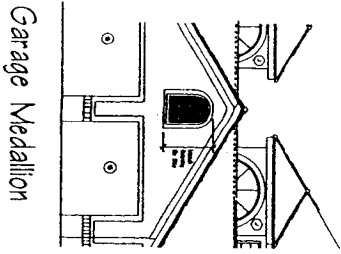


Roof Plan Building "A", "B"  
 Scale: 1/4" = 1'-0"

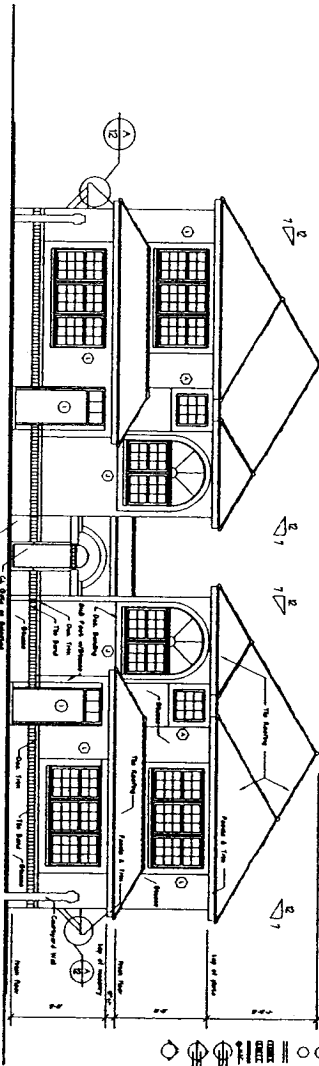


- LEGEND**
- - Roof Pitch
  - - Roof Slope
  - - Roof Eave
  - - Roof Ridge
  - - Roof Valley
  - - Roof Gable
  - - Roof Hip
  - - Roof Parapet
  - - Roof Skylight
  - - Roof Vent
  - - Roof Access
  - - Roof Drain
  - - Roof Flashing
  - - Roof Sealant
  - - Roof Insulation
  - - Roof Membrane
  - - Roof Deck
  - - Roof Joist
  - - Roof Truss
  - - Roof Rafters
  - - Roof Bracing
  - - Roof Support
  - - Roof Anchor
  - - Roof Fastener
  - - Roof Seal
  - - Roof Trim
  - - Roof Finish
  - - Roof Color
  - - Roof Texture
  - - Roof Pattern
  - - Roof Detail
  - - Roof Note
  - - Roof Reference
  - - Roof Symbol
  - - Roof Icon
  - - Roof Marker
  - - Roof Indicator
  - - Roof Signifier
  - - Roof Identifier
  - - Roof Designator
  - - Roof Classifier
  - - Roof Categorizer
  - - Roof Grouping
  - - Roof Organizing
  - - Roof Structuring
  - - Roof Systematizing
  - - Roof Methodizing
  - - Roof Streamlining
  - - Roof Simplifying
  - - Roof Clarifying
  - - Roof Defining
  - - Roof Establishing
  - - Roof Formulating
  - - Roof Structuring
  - - Roof Systematizing
  - - Roof Methodizing
  - - Roof Streamlining
  - - Roof Simplifying
  - - Roof Clarifying
  - - Roof Defining
  - - Roof Establishing
  - - Roof Formulating

	Home Care Consultants <b>Palm West Home Realty</b> PALM BEACH COUNTY FLORIDA	<b>WALTER JAMES O'KON</b> ARCHITECT 401 S. PALM BEACH AVENUE, SUITE 100 PALM BEACH, FLORIDA 33480	00-00		00-00
	Roof Plan - Dwg. "A", "B"				

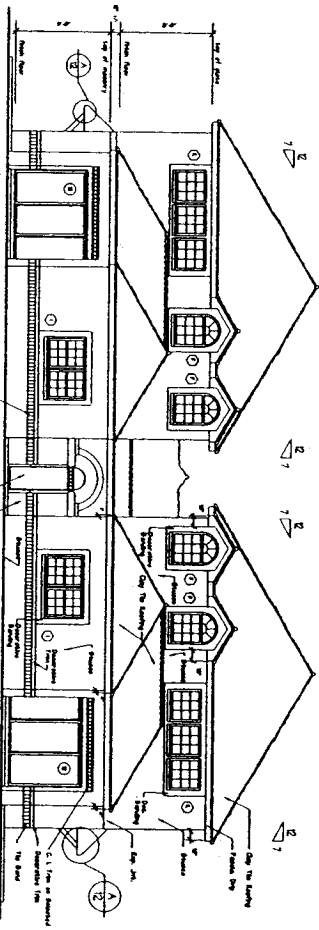


Garage Medallion  
Scale : 1/4" = 1'-0"



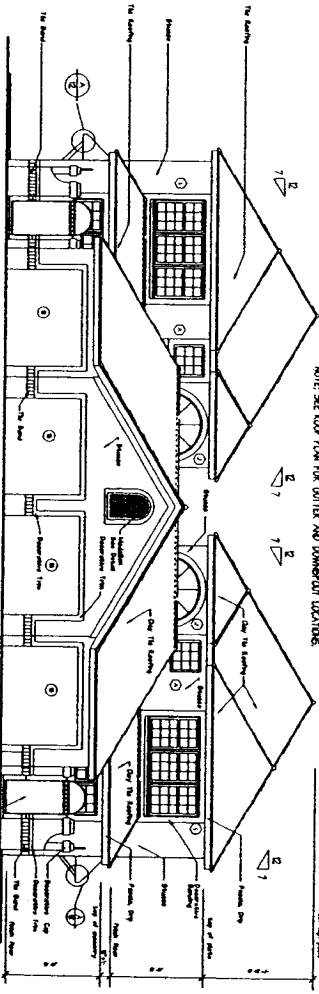
Front Elevation ~ Unit Entry ~ Bldg. "A", "B"  
Scale : 1/4" = 1'-0"

NOTE: SEE FLOOR PLAN FOR GUTTER AND DOWNSPOUT LOCATIONS.



Rear Elevation ~ Bldg. "A", "B"  
Scale : 1/4" = 1'-0"

NOTE: SEE FLOOR PLAN FOR GUTTER AND DOWNSPOUT LOCATIONS.



Front Elevation ~ Street View ~ Bldg. "A", "B"  
Scale : 1/4" = 1'-0"

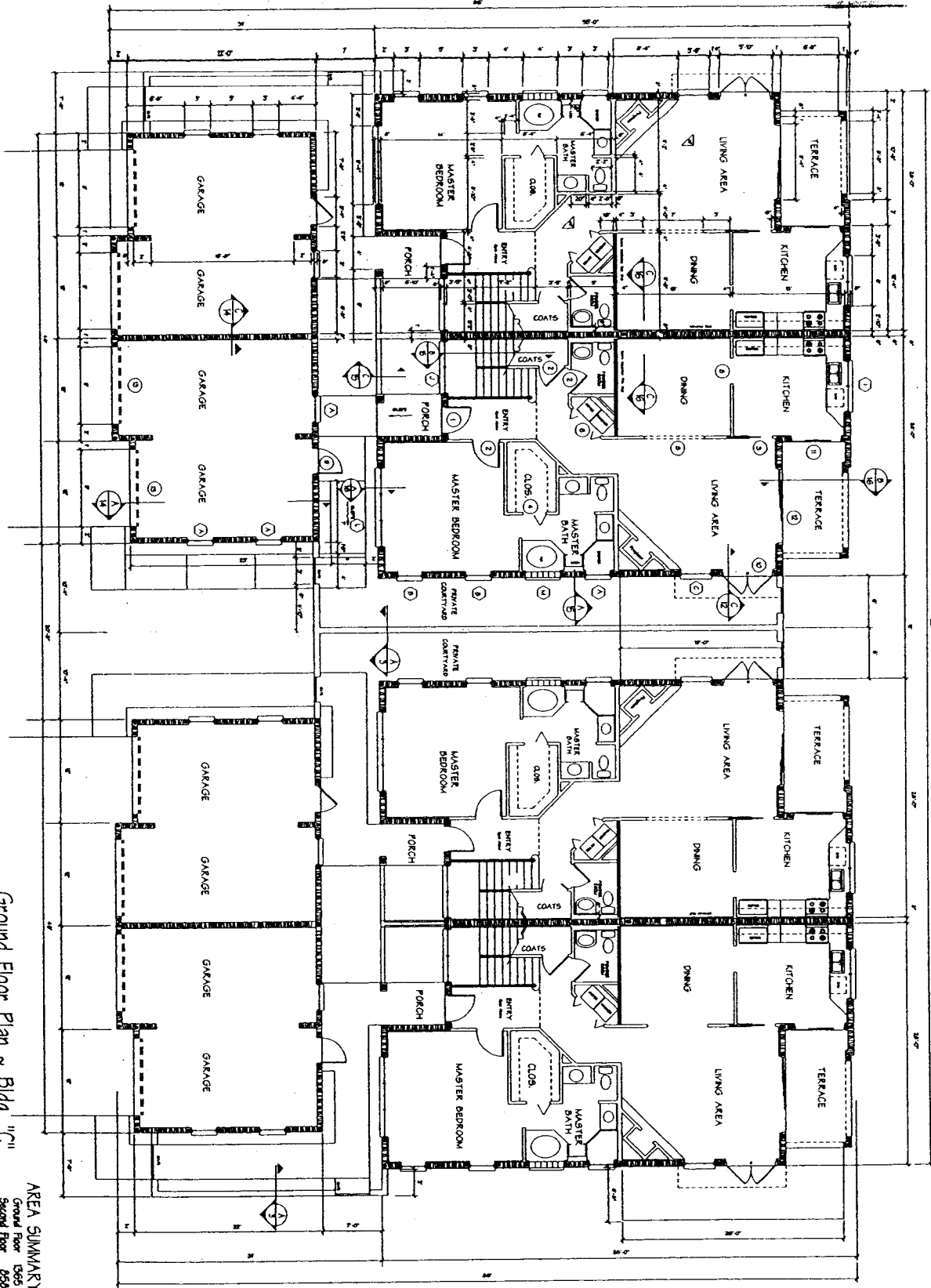
LEGEND

○	Window
○	Door
○	Light
○	Plant
○	Decorative Element
○	Other

	<p><b>WALTER JAMES O'KON</b> ARCHITECT 85 A ROAD STREET ST. AUGUSTINE, FLA. 32084 (904) 825-6878</p>	<p>DATE: _____</p>	<p>Walter James O'Kon Architect 85 A Road Street St. Augustine, Florida 32084 (904) 825-6878</p>
<p>6</p>	<p>Walter James O'Kon Architect Palm West Home Realty FLORIDA COUNTY, FLORIDA Elevations - Bldg. "A", "B"</p>		









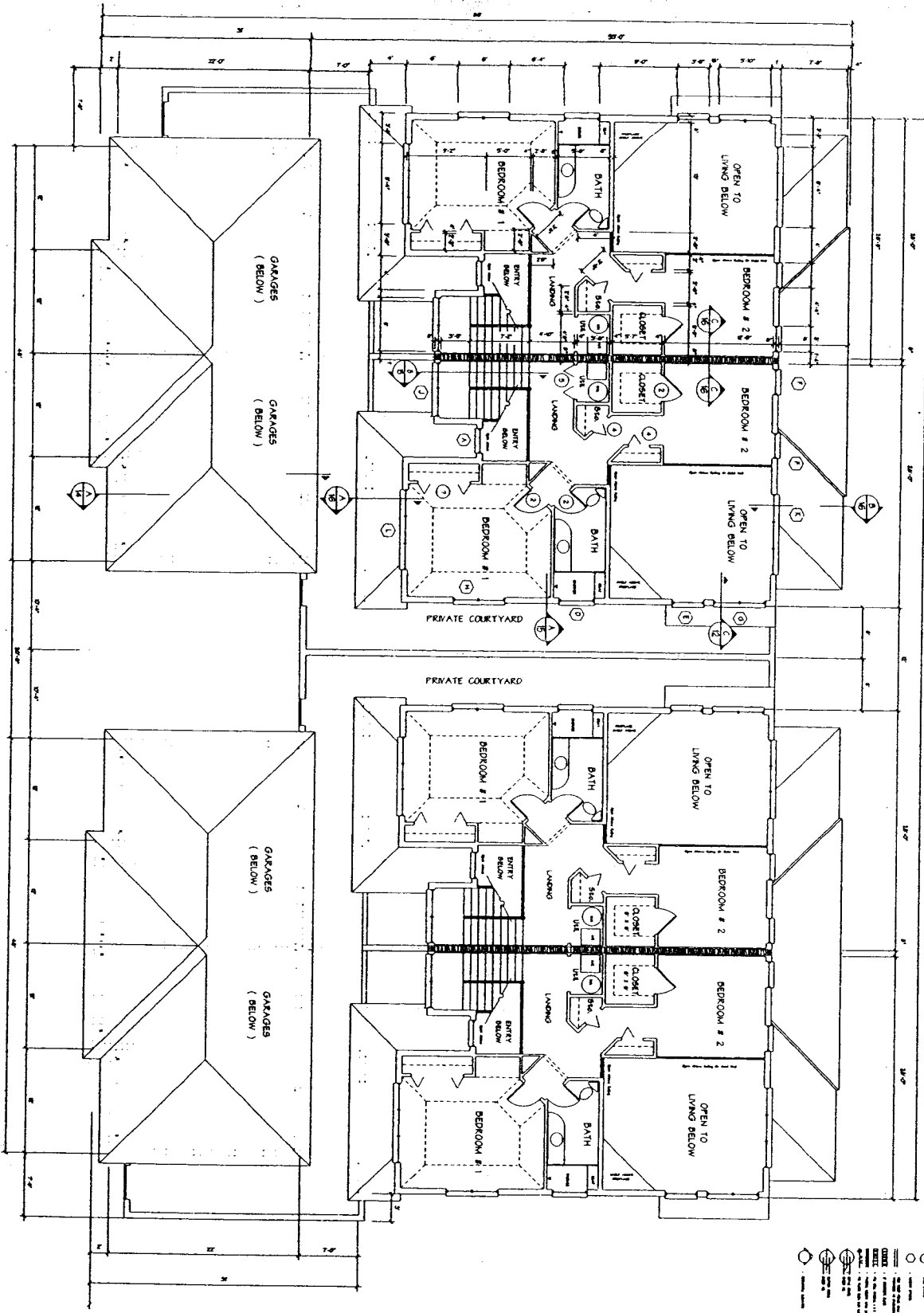
Ground Floor Plan ~ Bldg. "C"

Scale: 1/4" = 1'-0"

AREA SUMMARY

Ground Floor 1365 Sq. Ft.  
 Second Floor 850 Sq. Ft.  
 Living Area 2223 Sq. Ft.

	New Condominium Units PALMER COUNTY, FLORIDA	<b>WALTER JAMES O'KON</b> ARCHITECT 2010 W. 10th Street, Suite 200 Palm Bay, FL 32909 (888) 884-0470	
	Ground Floor Plan - Bldg. "C"	00-000	00-000



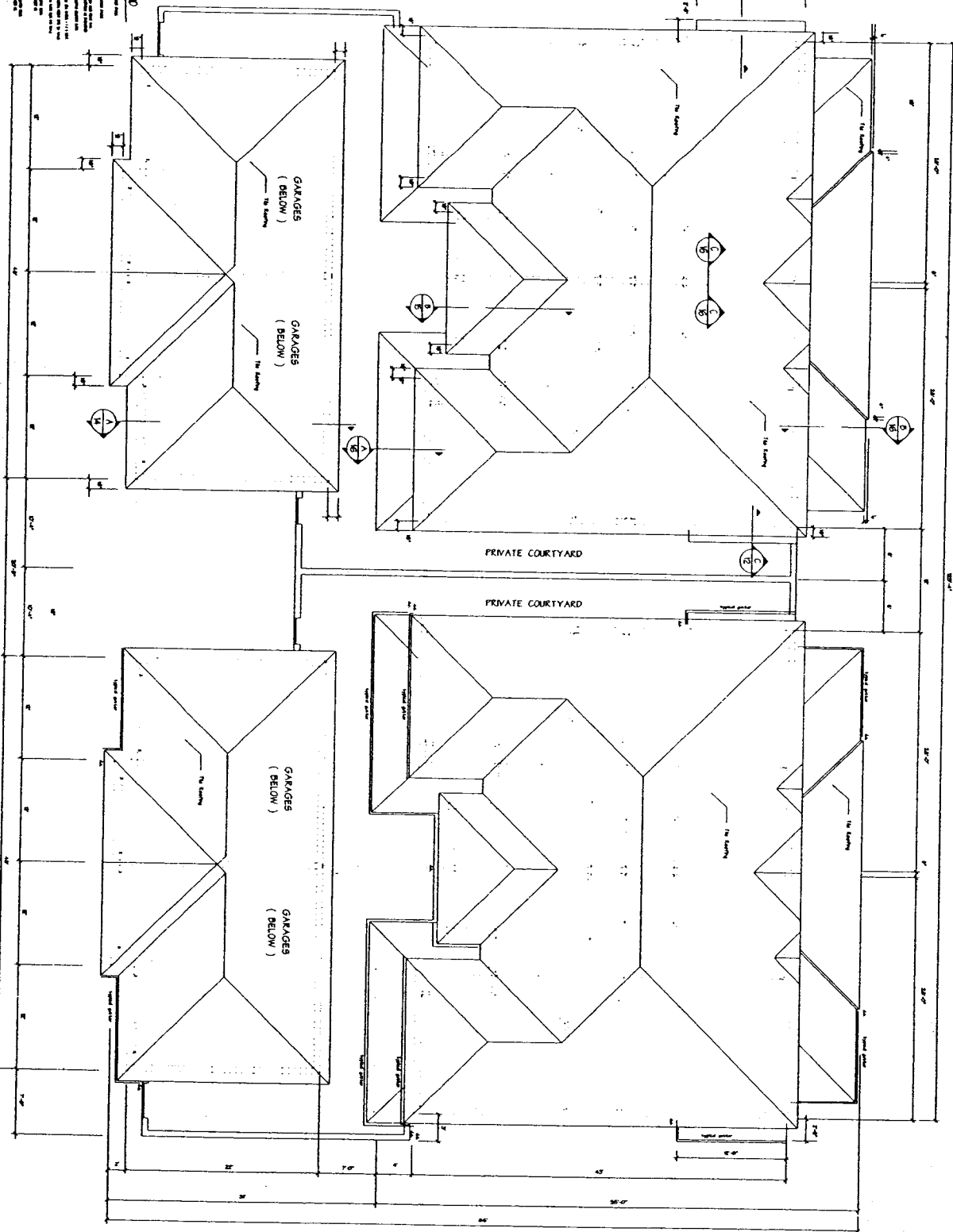
Second Floor Plan - Bldg. "C"

- LEGEND**
- - Wall
  - - Door
  - - Window
  - - Stair
  - - Elevator
  - - Utility
  - - Mechanical
  - - Electrical
  - - Plumbing
  - - Fire
  - - Other

	Metro One Condominium New Condominium Units FLORIDA COUNTY - FLORIDA	WALTER JAMES O'KON ARCHITECT 451 N. 4th Street, Ft. Lauderdale, FLA. 33301 (954) 441-8475	
	Second Floor Plan - Bldg. "C"		

**LEGEND**

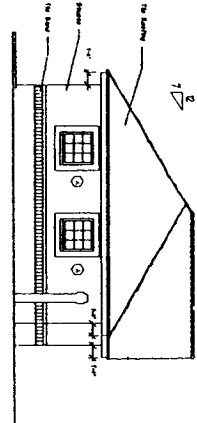
- WALL
- WINDOW
- DOOR
- RAILING
- GARAGE
- PRIVATE COURTYARD
- MECHANICAL EQUIPMENT
- STRUCTURAL COLUMN
- UTILITY ROOM



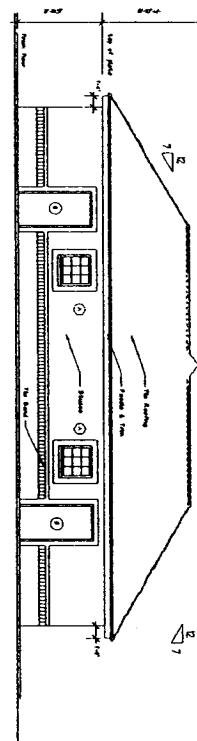
Roof Plan ~ Bldg. "C"

 1/8" = 1'-0" SCHEDULE 1/2" = 1'-0" 1/4" = 1'-0" 1/16" = 1'-0"	<p style="font-size: small;">New Condominium Units PALMER COUNTY - RUSKIN</p> <p><b>Roof Plan ~ Bldg. "C"</b></p>	<p><b>WALTER JAMES O'KON</b>          ARCHITECT</p> <p style="font-size: x-small;">1000 West 10th Street, Suite 101          Lincoln, Nebraska 68502          Phone (402) 441-1111</p>	<p>00-00</p> <p>02-02</p>	<p style="font-size: small;">PALMEREST          HOME BUILDERS</p>	
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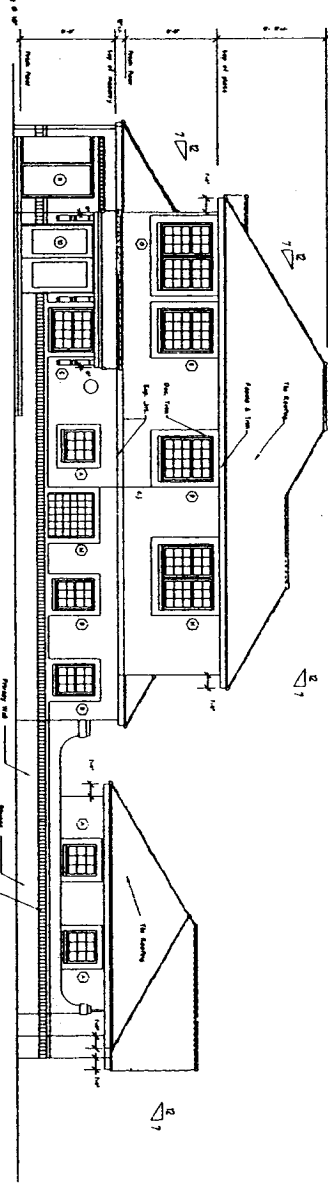


Side Elevation ~ Garages  
Scale: 1/4" = 1'-0"



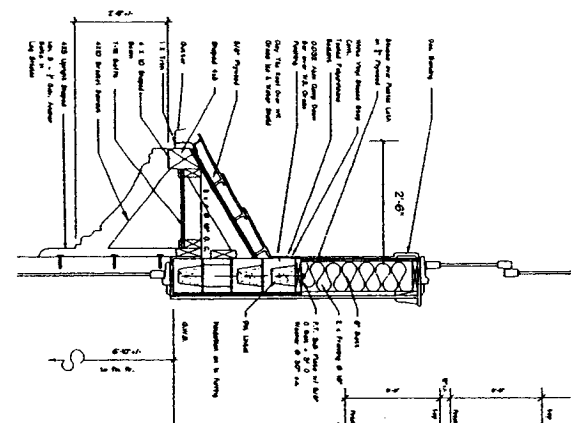
Rear Elevation ~ Garages  
Scale: 1/4" = 1'-0"

- LEGEND
- - Window
  - - Door
  - ▭ - Wall
  - ▭ - Roof
  - ▭ - Gutter
  - ▭ - Downspout
  - ▭ - Siding
  - ▭ - Shingles
  - ▭ - Asphalt
  - ▭ - Concrete
  - ▭ - Foundation
  - ▭ - Foundation Wall
  - ▭ - Foundation Footing
  - ▭ - Foundation Slab
  - ▭ - Foundation Beam
  - ▭ - Foundation Wall
  - ▭ - Foundation Footing
  - ▭ - Foundation Slab
  - ▭ - Foundation Beam

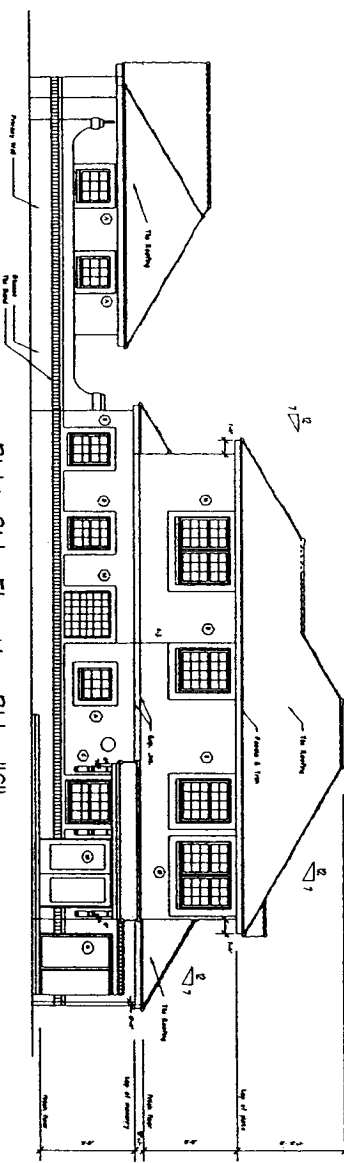


Left Side Elevation ~ Bldg. 'C'  
Scale: 1/4" = 1'-0"

NOTE: SEE ROOF PLAN FOR GUTTER AND DOWNSPOUT LOCATIONS.



Section  
Scale: 1/4" = 1'-0"



Right Side Elevation Bldg. 'C'

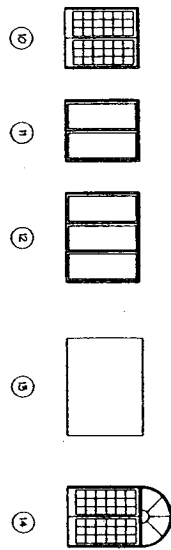
WALTER JAMES O'KON  
ARCHITECT  
40 A 140 STREET ST. AUGUSTINE, FLA 32084 (904) 284-0079

PAD WEST  
HOME BUILDERS

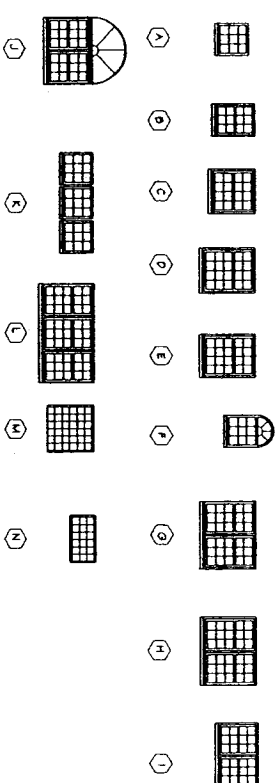
New Condominium Units  
FLORIDA COUNTY - ALACHUA  
Elevations - DMG 'C'

12

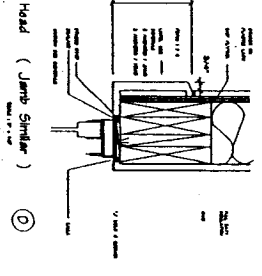
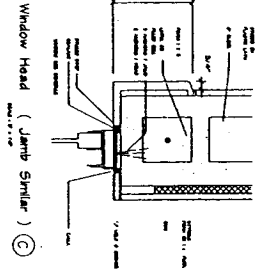
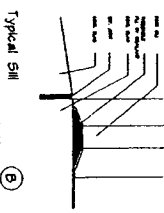
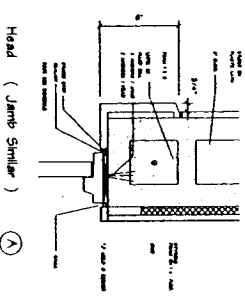
DOOR ELEVATIONS



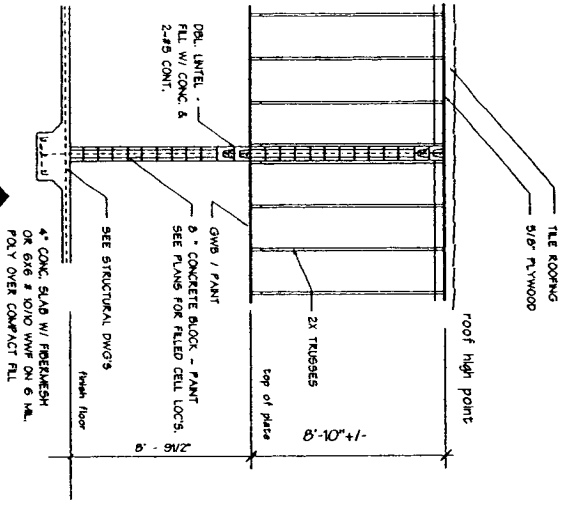
WINDOW ELEVATIONS



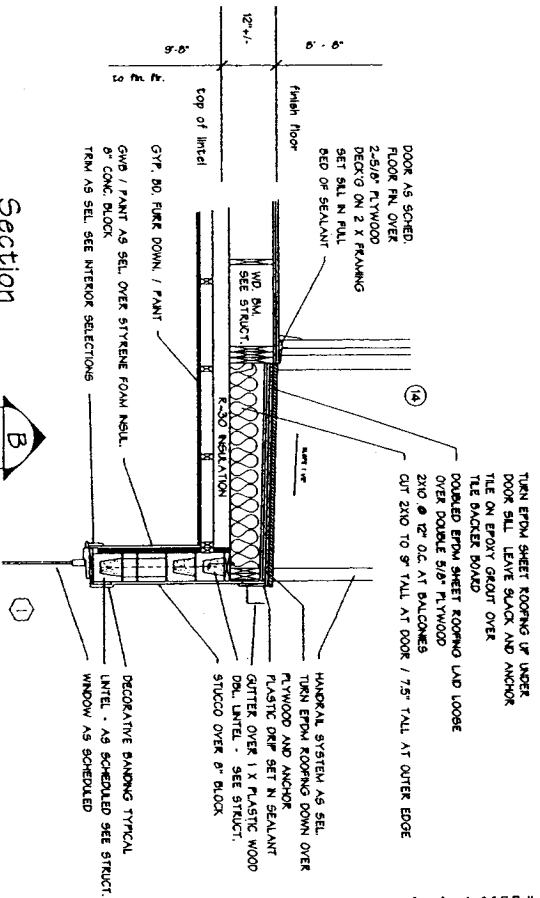
WINDOW SCHEDULE				DOOR CHARACTERISTICS				FINISH SCHEDULE							
NO.	TYPE	MATERIAL	GLASS TYPE	NO.	TYPE	MATERIAL	GLASS TYPE	NO.	TYPE	MATERIAL	GLASS TYPE	NO.	TYPE	MATERIAL	GLASS TYPE
1	6-0	ALUM.	NS	1	6-0	WOOD	NS	1	WOOD	WOOD	WOOD	1	WOOD	WOOD	WOOD
2	6-0	ALUM.	NS	2	6-0	WOOD	NS	2	WOOD	WOOD	WOOD	2	WOOD	WOOD	WOOD
3	6-0	ALUM.	NS	3	6-0	WOOD	NS	3	WOOD	WOOD	WOOD	3	WOOD	WOOD	WOOD
4	6-0	ALUM.	NS	4	6-0	WOOD	NS	4	WOOD	WOOD	WOOD	4	WOOD	WOOD	WOOD
5	6-0	ALUM.	NS	5	6-0	WOOD	NS	5	WOOD	WOOD	WOOD	5	WOOD	WOOD	WOOD
6	6-0	ALUM.	NS	6	6-0	WOOD	NS	6	WOOD	WOOD	WOOD	6	WOOD	WOOD	WOOD
7	6-0	ALUM.	NS	7	6-0	WOOD	NS	7	WOOD	WOOD	WOOD	7	WOOD	WOOD	WOOD
8	6-0	ALUM.	NS	8	6-0	WOOD	NS	8	WOOD	WOOD	WOOD	8	WOOD	WOOD	WOOD
9	6-0	ALUM.	NS	9	6-0	WOOD	NS	9	WOOD	WOOD	WOOD	9	WOOD	WOOD	WOOD
10	6-0	ALUM.	NS	10	6-0	WOOD	NS	10	WOOD	WOOD	WOOD	10	WOOD	WOOD	WOOD
11	6-0	ALUM.	NS	11	6-0	WOOD	NS	11	WOOD	WOOD	WOOD	11	WOOD	WOOD	WOOD
12	6-0	ALUM.	NS	12	6-0	WOOD	NS	12	WOOD	WOOD	WOOD	12	WOOD	WOOD	WOOD
13	6-0	ALUM.	NS	13	6-0	WOOD	NS	13	WOOD	WOOD	WOOD	13	WOOD	WOOD	WOOD
14	6-0	ALUM.	NS	14	6-0	WOOD	NS	14	WOOD	WOOD	WOOD	14	WOOD	WOOD	WOOD
15	6-0	ALUM.	NS	15	6-0	WOOD	NS	15	WOOD	WOOD	WOOD	15	WOOD	WOOD	WOOD
16	6-0	ALUM.	NS	16	6-0	WOOD	NS	16	WOOD	WOOD	WOOD	16	WOOD	WOOD	WOOD
17	6-0	ALUM.	NS	17	6-0	WOOD	NS	17	WOOD	WOOD	WOOD	17	WOOD	WOOD	WOOD
18	6-0	ALUM.	NS	18	6-0	WOOD	NS	18	WOOD	WOOD	WOOD	18	WOOD	WOOD	WOOD
19	6-0	ALUM.	NS	19	6-0	WOOD	NS	19	WOOD	WOOD	WOOD	19	WOOD	WOOD	WOOD
20	6-0	ALUM.	NS	20	6-0	WOOD	NS	20	WOOD	WOOD	WOOD	20	WOOD	WOOD	WOOD
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22	6-0	ALUM.	NS	22	6-0	WOOD	NS	22	WOOD	WOOD	WOOD	22	WOOD	WOOD	WOOD
23	6-0	ALUM.	NS	23	6-0	WOOD	NS	23	WOOD	WOOD	WOOD	23	WOOD	WOOD	WOOD
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25	6-0	ALUM.	NS	25	6-0	WOOD	NS	25	WOOD	WOOD	WOOD	25	WOOD	WOOD	WOOD
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29	6-0	ALUM.	NS	29	6-0	WOOD	NS	29	WOOD	WOOD	WOOD	29	WOOD	WOOD	WOOD
30	6-0	ALUM.	NS	30	6-0	WOOD	NS	30	WOOD	WOOD	WOOD	30	WOOD	WOOD	WOOD



Garage Section  
Scale: 1/2" = 1'-0"



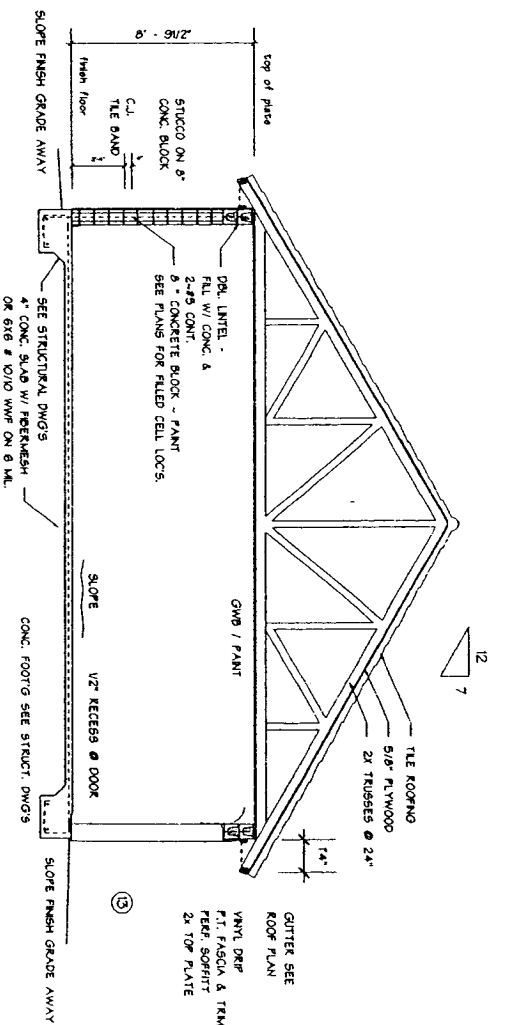
Section  
Scale: 1/2" = 1'-0"



LEGEND

○	DOOR
○	WINDOW
○	GLASS
○	INSULATION
○	ROOFING
○	SEALANT
○	ANCHOR
○	PLASTIC DWP
○	PLYWOOD
○	STUCCO
○	CONCRETE
○	TRUSS
○	FRAMING
○	FINISH FLOOR
○	FINISH CEILING
○	FINISH WALL
○	FINISH DOOR
○	FINISH WINDOW
○	FINISH GLASS
○	FINISH TILE
○	FINISH BRACKER BOARD
○	FINISH HANDRAIL
○	FINISH SEALANT
○	FINISH ANCHOR
○	FINISH PLASTIC DWP
○	FINISH PLYWOOD
○	FINISH STUCCO
○	FINISH CONCRETE
○	FINISH TRUSS
○	FINISH FRAMING
○	FINISH FLOOR
○	FINISH CEILING
○	FINISH WALL
○	FINISH DOOR
○	FINISH WINDOW
○	FINISH GLASS
○	FINISH TILE
○	FINISH BRACKER BOARD
○	FINISH HANDRAIL
○	FINISH SEALANT
○	FINISH ANCHOR
○	FINISH PLASTIC DWP
○	FINISH PLYWOOD
○	FINISH STUCCO
○	FINISH CONCRETE
○	FINISH TRUSS
○	FINISH FRAMING

Garage Section  
Scale: 1/2" = 1'-0"

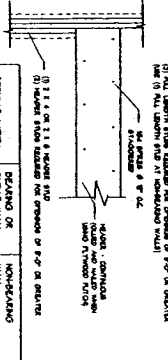


<p>14</p>	<p>WALTER JAMES O'KON ARCHITECT</p> <p>85 A AND STREET ST. AUGUSTINE, FLA. 32084 (813) 884-6878</p>	<p>PALM WEST HOME BUILDERS</p>
	<p>Palm West Home Realty</p> <p>FLORIDA COUNTY, FLORIDA</p> <p>Section - Details</p>	<p>DATE: _____</p> <p>SCALE: _____</p> <p>PROJECT: _____</p> <p>NO. _____</p>



MASONRY LINTEL SCHEDULE

Item No.	Description	Quantity	Unit
1	6" x 8" x 12" Lintels	1	EA
2	6" x 8" x 12" Lintels	1	EA
3	6" x 8" x 12" Lintels	1	EA
4	6" x 8" x 12" Lintels	1	EA
5	6" x 8" x 12" Lintels	1	EA
6	6" x 8" x 12" Lintels	1	EA
7	6" x 8" x 12" Lintels	1	EA
8	6" x 8" x 12" Lintels	1	EA
9	6" x 8" x 12" Lintels	1	EA
10	6" x 8" x 12" Lintels	1	EA



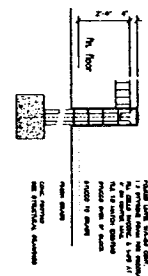
OPENING WIDTH	BEAM OR DECK WALL	NON-BEAM OR WALL
0' - 0" to 4' - 0"	12" x 12" REBAR	12" x 12" REBAR
4' - 0" to 6' - 0"	12" x 12" REBAR	12" x 12" REBAR
6' - 0" to 8' - 0"	12" x 12" REBAR	12" x 12" REBAR
8' - 0" to 10' - 0"	12" x 12" REBAR	12" x 12" REBAR
10' - 0" to 12' - 0"	12" x 12" REBAR	12" x 12" REBAR

HEADER, BEAM, JOIST DESIGN

MINIMUM BEAM OR JOIST DESIGN PER LOCAL BUILDING CODES. SEE LOCAL BUILDING CODES FOR REQUIREMENTS.

Typical Privacy Wall

Scale: 1/16" = 1'-0"

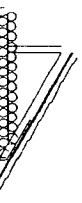
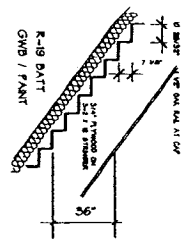


LEGEND

○	CONCRETE
□	BRICK OR BLOCK
▨	STUCCO
▧	PLYWOOD
▩	WOOD
▪	GLASS
▫	INSULATION
▬	ROOFING
▮	CEILING
▯	FLOORING
▰	FOUNDATION
▱	FOUNDATION

Typical Stair Detail

Scale: 1/16" = 1'-0"



MATCH SCHEDULE, DEPT. AND TRIM @ EXISTG.

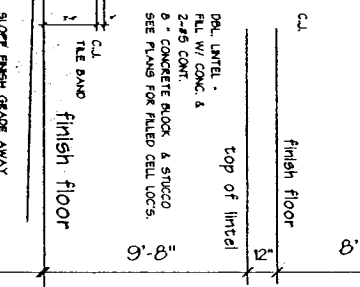
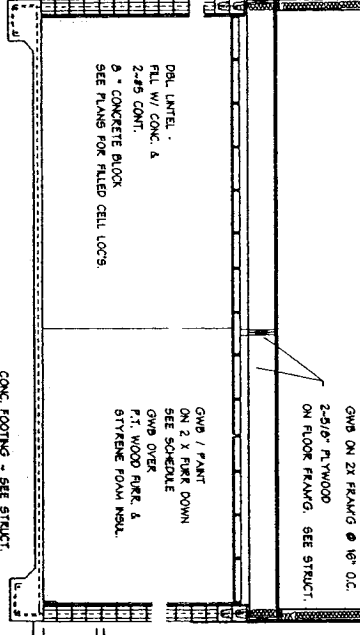
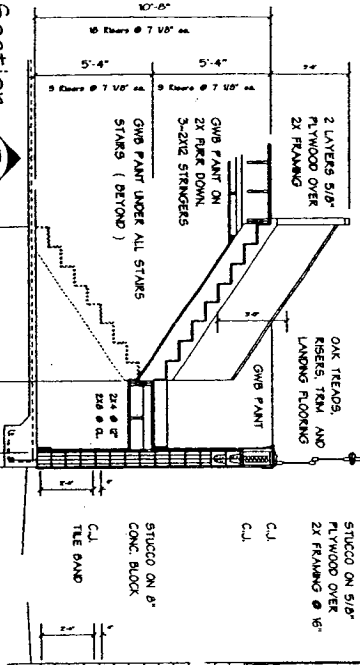
GWB, OLG PAINT  
1/2" OAK BAL. & GWB PAINT OVER  
2X FRAMING @ 16"

TILE ROOFING  
5/8" PLYWOOD  
2X TRUSSES

TILE ROOFING  
5/8" PLYWOOD  
2X TRUSSES

root high pt.

VARIES SEE ELEV'S.



Section B

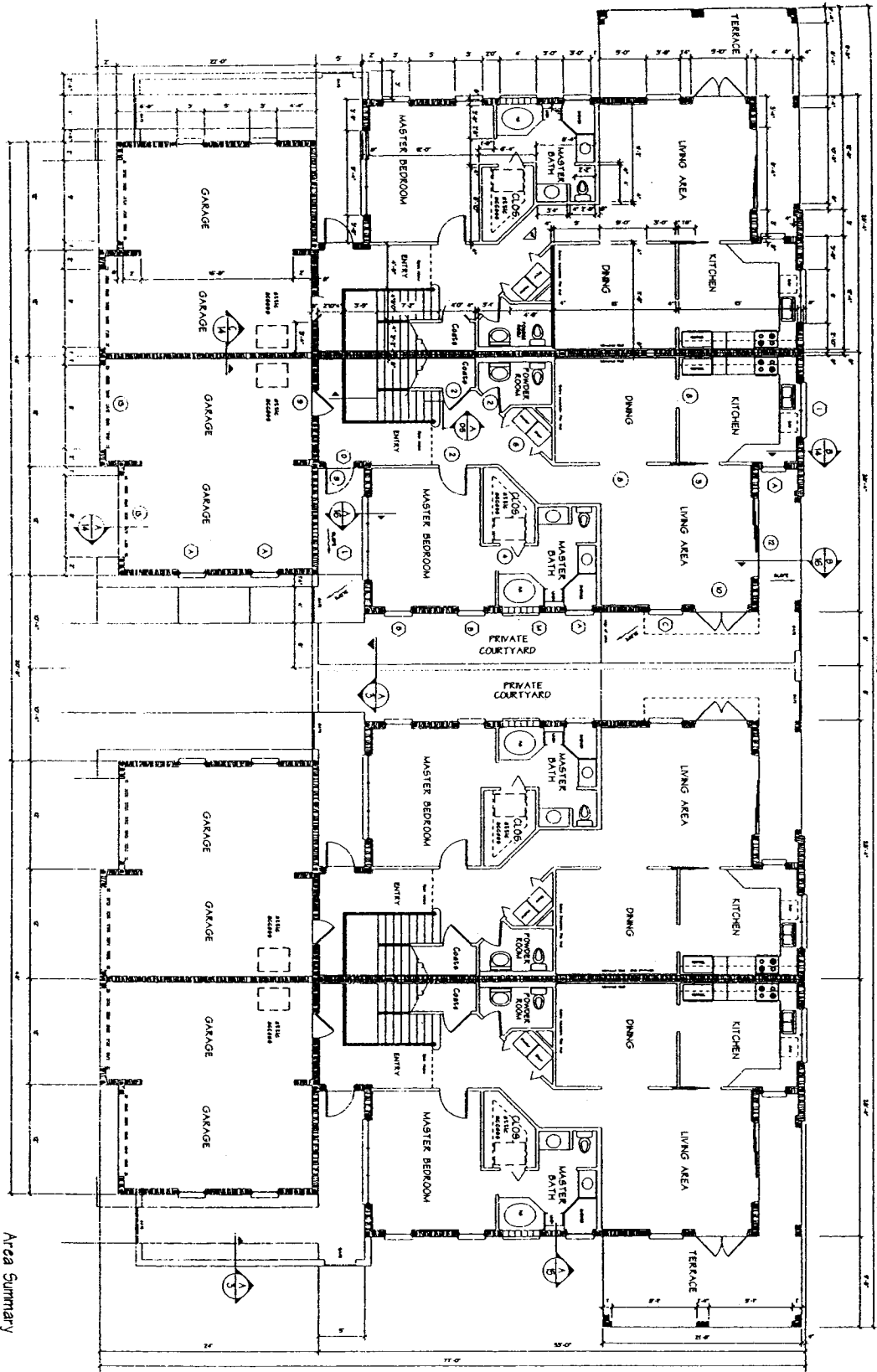
Section A

Section C

WALTER JAMES OKON ARCHITECT  
30 A LAGO STREET ST. ALBUQUERQUE, N.M. 87104 (505) 833-5070

Palm West Home Realty  
PALM WEST HOME BUILDERS





Ground Floor Plan Bldg. "D1"

Scale: 1/4" = 1'-0"

**Area Summary**  
 Ground Floor: 343 Sq. Ft.  
 Second Floor: 209 Sq. Ft.  
 Living Area: 2772 Sq. Ft.

APPROVED BY: ARCHITECT: 10-20-01

**D1**

New Condominium Units  
 PALM BEACH COUNTY, FLORIDA  
 Ground Floor Plan Bldg. "D1"

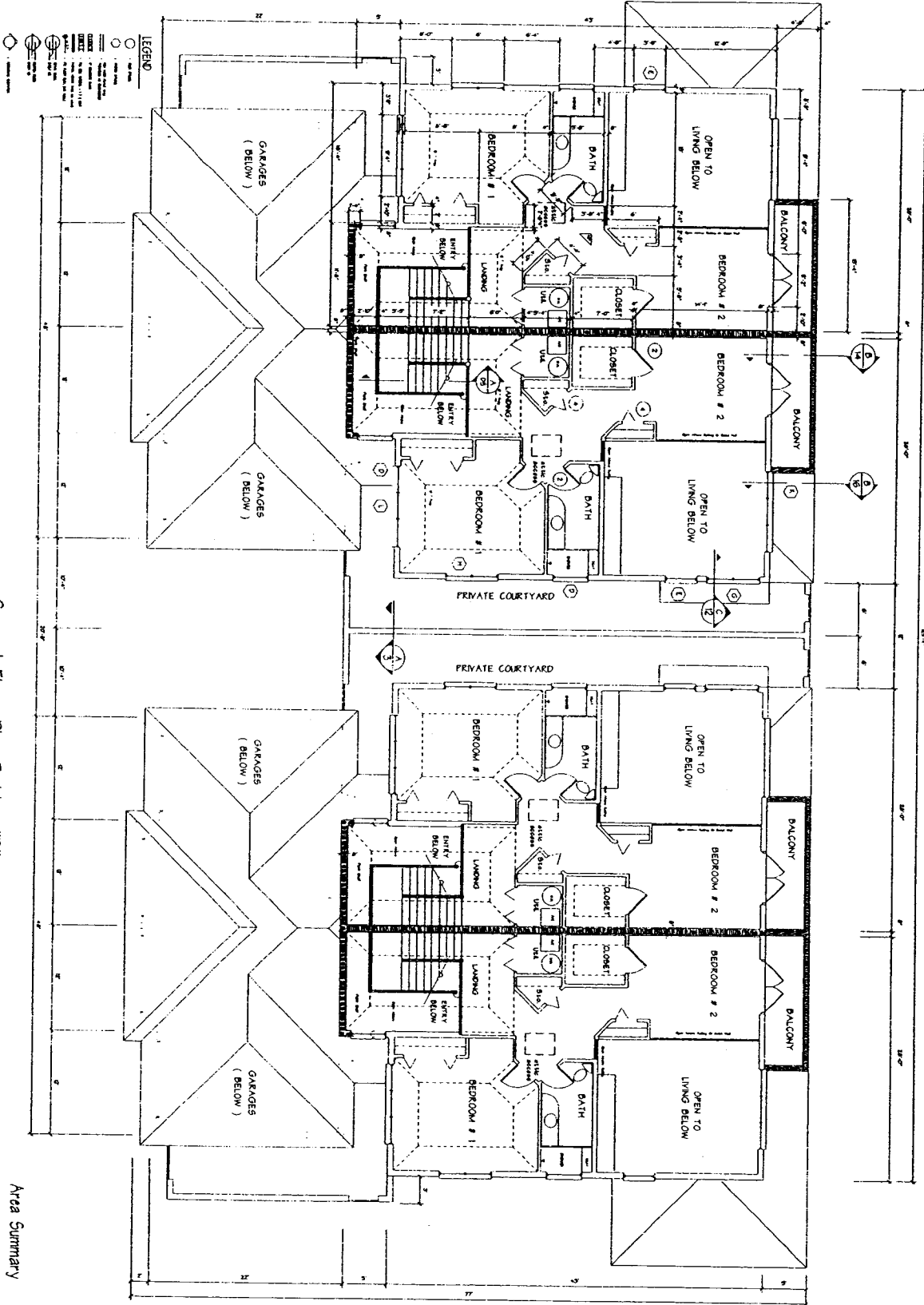
**WALTER JAMES O'KON**  
 ARCHITECT  
 30 S. LINDSAY STREET, SUITE 101, PALM BEACH, FLORIDA 33480  
 (561) 824-5679

00-02

**PALM WEST**  
 HOME BUILDERS  
 Custom Home Building and Remodeling

2 FLORIDA PARK DRIVE NORTH  
 PALM BEACH, FL. 32137  
 OFFICE: (561) 445-7001  
 FAX: (561) 445-5041

NOT TO SCALE  
 SEE ALL SHEETS FOR COMPLETE INFORMATION  
 THIS PLAN IS THE PROPERTY OF WALTER JAMES O'KON ARCHITECT AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON.  
 ANY REUSE OR MODIFICATION OF THIS PLAN WITHOUT THE WRITTEN CONSENT OF WALTER JAMES O'KON ARCHITECT IS STRICTLY PROHIBITED.



Second Floor Plan Building "D"

Scale: 1/4" = 1'-0"

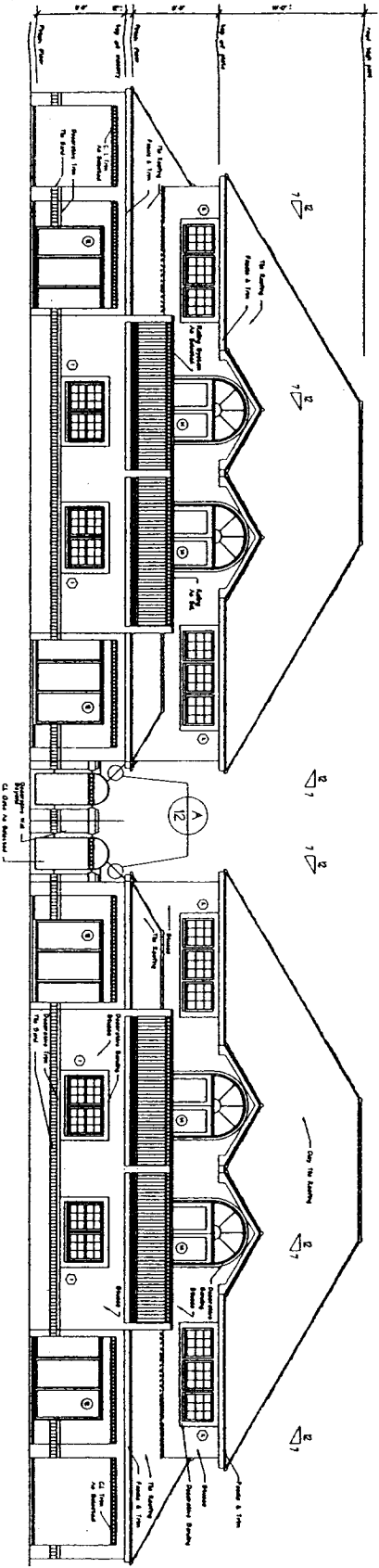
Area Summary

Grand Area 943 Sq. Ft.  
Living Area 272 Sq. Ft.

APPROVED AFTER REVISION 3/20/01

 <p><b>D2</b></p>	<p>00-00</p>	<p><b>WALTER JAMES O'KON</b> ARCHITECT 30 A 4th STREET ST. AUGUSTINE, FLA 32084 (304) 821-5678</p>	<p><b>PALM WEST</b> HOME BUILDERS Caring Home Builders and More</p>	<p>2 FLORIDA PARK DRIVE NORTH PALM COAST, FL 32137 OFFICE (386) 845-7001 FAX (386) 446-5041</p>
	<p>New Condominium Units FLORIDA COUNTY FLORIDA Second Floor Plan Building "D"</p>			





NOTE: SEE ROOF PLAN FOR GUTTER AND DOWNSPOUT LOCATIONS.

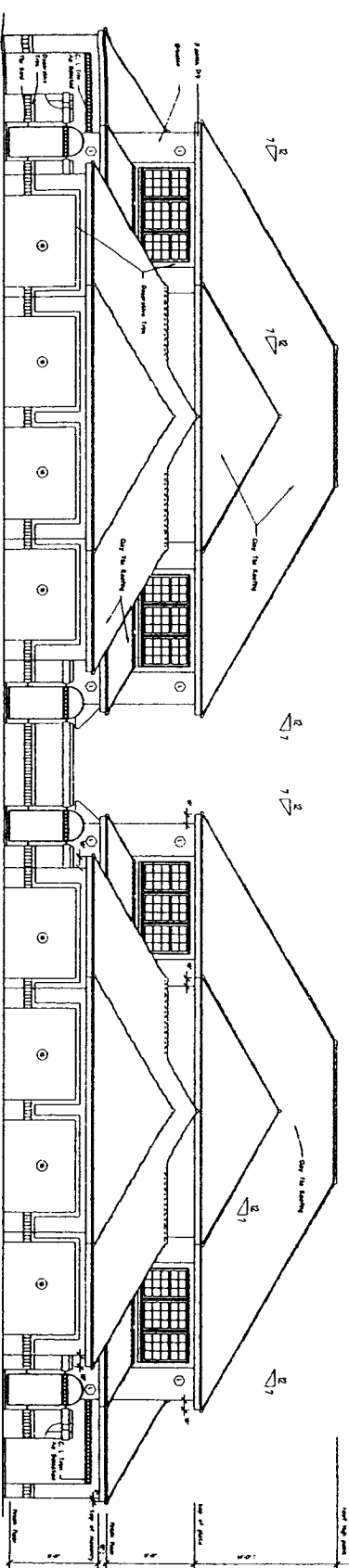
NOTE: SEE ROOF PLAN FOR GUTTER AND DOWNSPOUT LOCATIONS.

- LEGEND**
- - Window
  - - Door
  - - Downspout
  - - Gutter
  - - Siding
  - - Shingles
  - - Asphalt Shingles
  - - Concrete
  - - Brick
  - - Stucco
  - - Paint
  - - Other

Rear Elevation ~ Building "D"

Scale: 1/4" = 1'-0"

NOTE: SEE ROOF PLAN FOR GUTTER AND DOWNSPOUT LOCATIONS.

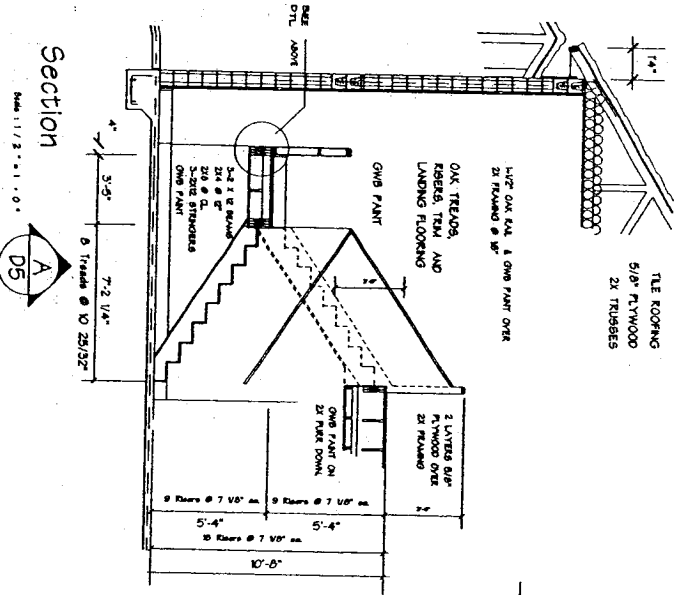
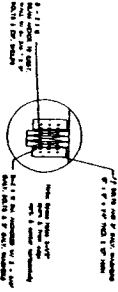


Front Elevation ~ Building "D"

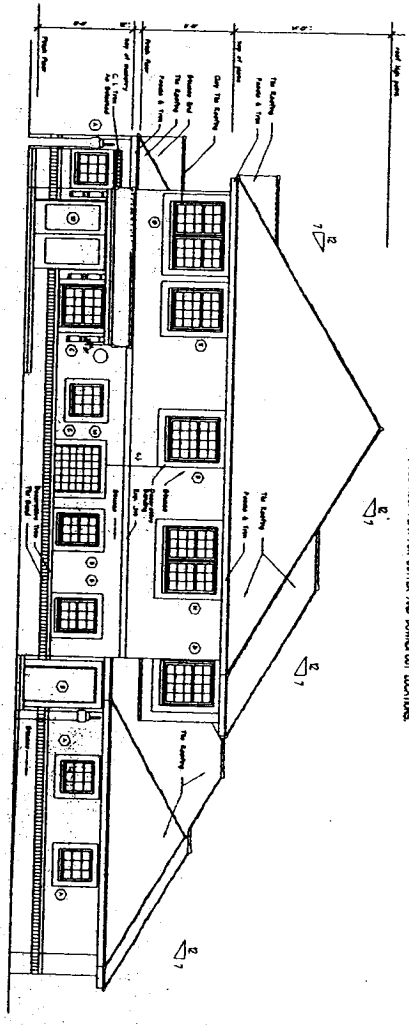
Scale: 1/4" = 1'-0"

<p>D4</p>	<p>WALTER JAMES O'KON ARCHITECT 83 A FOND SHEET ST. AUSTIN, TX 78084 (512) 821-5479</p>	<p>00-09</p>	<p><b>PALMIST HOME BUILDERS</b> Custom Home Building and Design</p>
	<p>Walter J. Okon Architect 83 A Fond Sheet St. Austin, TX 78084 (512) 821-5479</p>	<p>00-09</p>	<p>00-09</p>

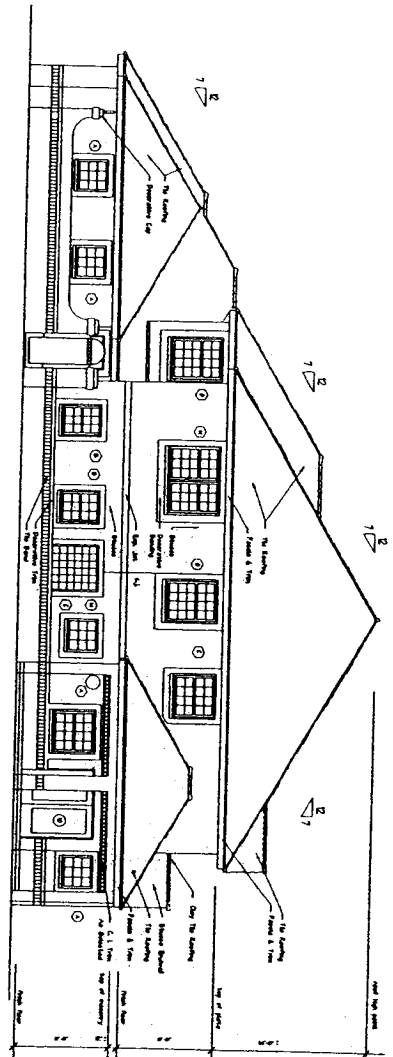
3-2 X 12 SIDEWALL ANCHORAGE



Typical Courtyard Elevation ~ Bldg. "D"



Typical Side Elevation ~ Bldg. "D"



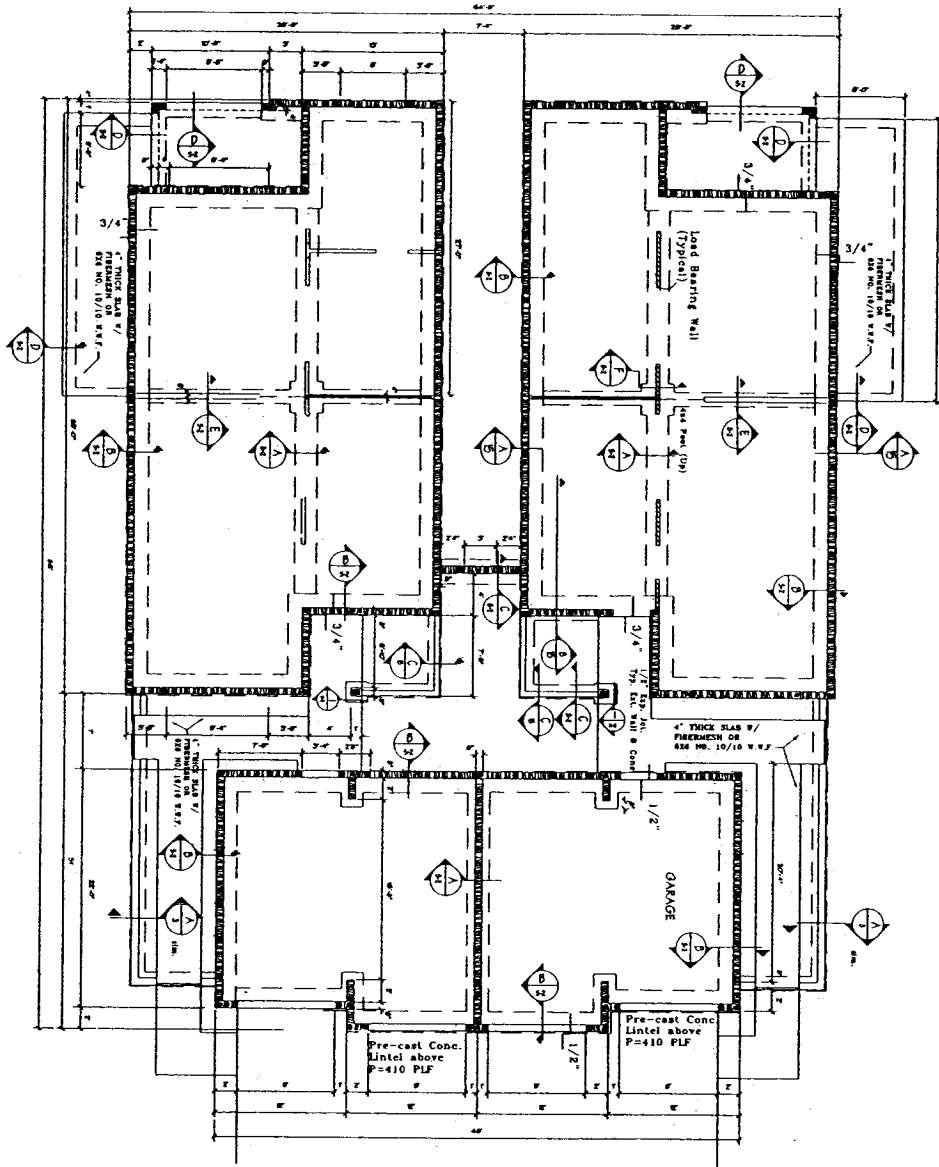
LEGEND

○	Window
□	Door
◇	Bay Window
○	Light Fixture
○	Plant
○	Decorative Element

New Condominium Units  
 FLORIDA

WALTER JAMES OKON  
 ARCHITECT

PADWEST  
 HOME BUILDERS



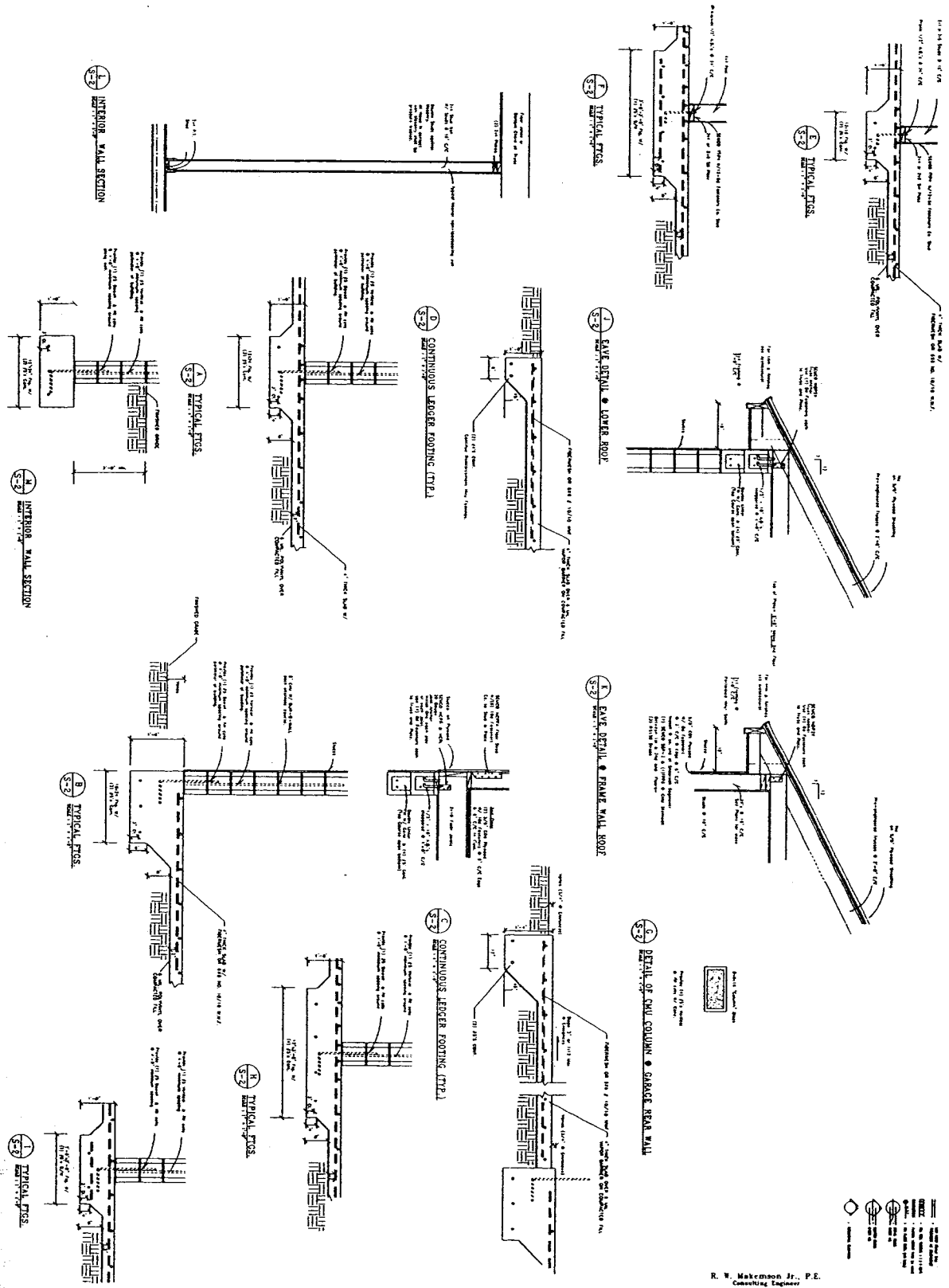
Foundation Plan ~ Bldgs. "A" & "B"  
Scale: 1/4" = 1'-0"



R. W. Makemson Jr., P.E.  
Consulting Engineer  
425 South Third Street, Jacksonville Beach, FL 32250

	Palm West Home Realty REALTOR	WALTER JAMES OKON ARCHITECT 40 A AND STREET OF CAROLINE, N.E. 3000, MIAMI BEACH, FL 33136	00-00		LEGEND
	Foundation Plan Dwg. "A" & "B"				

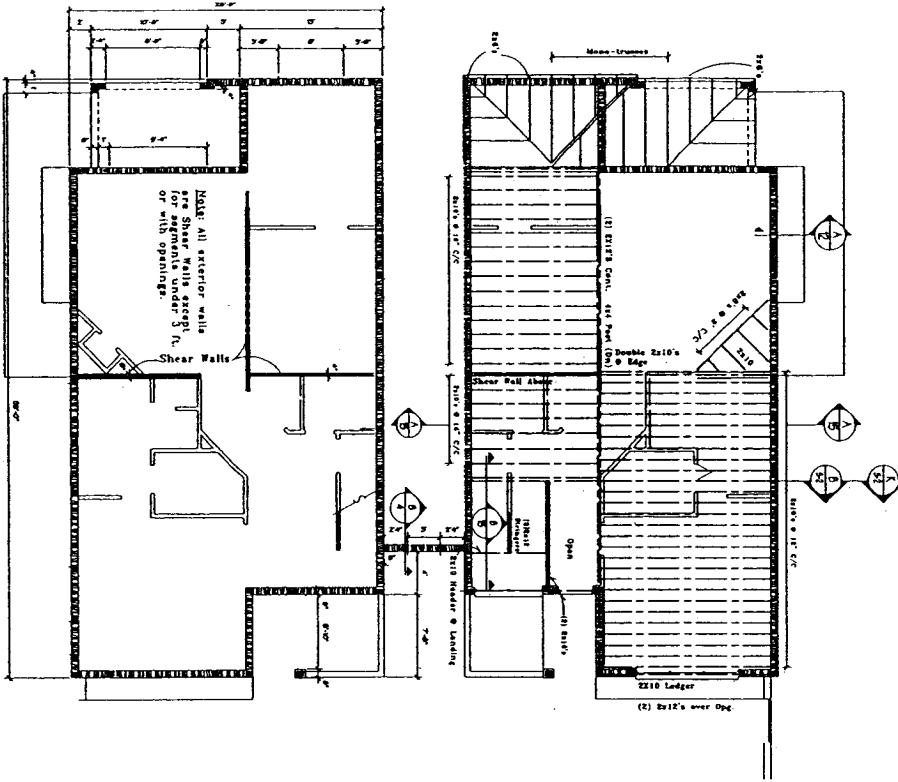




LEGEND

R. W. Makenzie Jr., P.E.  
 Consulting Engineer  
 428 South Third Street, Jacksonville Beach, FL 32256

52	WALTER JAMES O'KON ARCHITECT 80 A GARD STREET SE, ANDALUSIA, FL 32004 (904) 824-6879	Palm West Home Realty PALM BEACH COUNTY Foundation Details & Sections	R. W. Makenzie Jr., P.E. Consulting Engineer	PALM WEST HOME BUILDERS Custom Home Building and Design
		Date: _____ Scale: _____ Drawing No: _____	Project No: _____ Client: _____ Location: _____	Sheet No: _____ Total Sheets: _____



2nd Floor Framing Plan ~ Bldgs. "A" & "B"

STRUCTURAL NOTES

1. LIVE LOADS:
    - FLOOR 40 PSF
    - ROOF 20 PSF
  2. BASIC WIND LOAD 110 MPH
  - ROOF SLOPE 7:12 = 30.26 DEGREES
  - USE FACTOR 1.0
  - WIND ROOF HEIGHT 25.55'
  - WIND ROOF PRESSURE 25.0 PSF
  - WIND WALL PRESSURE 25.0 PSF
3. ALLOWABLE UNIT STRESSES
    - CONCRETE: DESIGN PER ACI 318
    - SLABS ON GRADE, CONVENTIONAL SHALLOW FOOTINGS & ALL OTHER CONCRETE: F<sub>c</sub> = 3000 PSI
    - ASTM A1515 GRADE 60
    - REINFORCING STEEL: ASTM A1515
    - WELDED WIRE FABRIC: ASTM A185
    - CONCRETE MASONRY: DESIGN PER ACI 530-17 = 1500 PSI
    - SOIL BEARING CAPACITY: 2000 PSF (MAX.)
  4. ALL DIMENSION LUMBER HEADERS AND BEAMS SHALL BE SYP NO. 2 OR BETTER, WITH AN ALLOWABLE BENDING STRESS IN ACCORDANCE WITH THE NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION BY AMERICAN FOREST & PAPER ASSOCIATION. ALL STUDS SHALL BE SYP NO. 2 OR BETTER (UNLESS OTHERWISE NOTED).
  5. UNLESS OTHERWISE SHOWN ON DRAWINGS, MINIMUM CONCRETE COVER FOR REINFORCING SHALL BE AS FOLLOWS:
    - FOOTINGS: 3"
    - SLABS ON GRADE: CENTERED
  6. ALL REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE FOLLOWING:
    - ALL REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE FOLLOWING: REINFORCING STEEL SHALL BE HELD SECURELY IN POSITION WITH STANDARD ACCESSORIES DURING PLACEMENT OF CONCRETE.
  7. SPICES IN REINFORCING, WHERE PERMITTED, SHALL BE AS FOLLOWS:
    - MASONRY: 48 BAR DIAMETERS
    - CONCRETE: 48 BAR DIAMETERS
  8. IF FOOTINGS OCCUR IN UNSTABLE SOIL, THE ENGINEER SHALL BE NOTIFIED.
  9. ALL LOAD BEARING COLUMNS AND EXTERIOR STEEL WALLS SHALL BE COMPOSED OF ASTM C90 GRADE N-1 HOLLOW CONCRETE MASONRY UNITS WITH TYPE "S" MORTAR. FILL ALL CELLS CONTAINING VERTICAL REINFORCEMENT WITH 3000 PSI CONCRETE. FILL ALL CELLS BELOW FINISHED GRADE WITH 3000 PSI CONCRETE.
  10. PROVIDE REQUIRED TEMPORARY BRACING, SHORING, GUYING OR OTHER MEANS TO SUPPORT STRUCTURAL ELEMENTS IN PLACE DURING CONSTRUCTION.
  11. VERIFY ALL DIMENSIONS WITH ARCHITECTURAL DRAWINGS. SEE ARCHITECTURAL, MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS FOR SCHEDULES, OPENINGS, SLEEVES, ETC. THAT ARE NOT SHOWN ON THE STRUCTURAL DRAWINGS.
  12. THE DESIGN OF THE PER-ENGINEERED, ROOF TRUSSES SHALL BEAR THE RESPONSIBILITY OF THE ARCHITECT. THE STRUCTURAL ENGINEER'S TRUSSES SHALL BE PERMANENTLY BRACED IN ACCORDANCE WITH THE RECOMMENDATIONS OF "COMMENTARY AND RECOMMENDATIONS FOR HANDLING, INSTALLING AND BRACING METAL PLATE CONNECTED WOOD TRUSSES, HB-91".

LEGEND



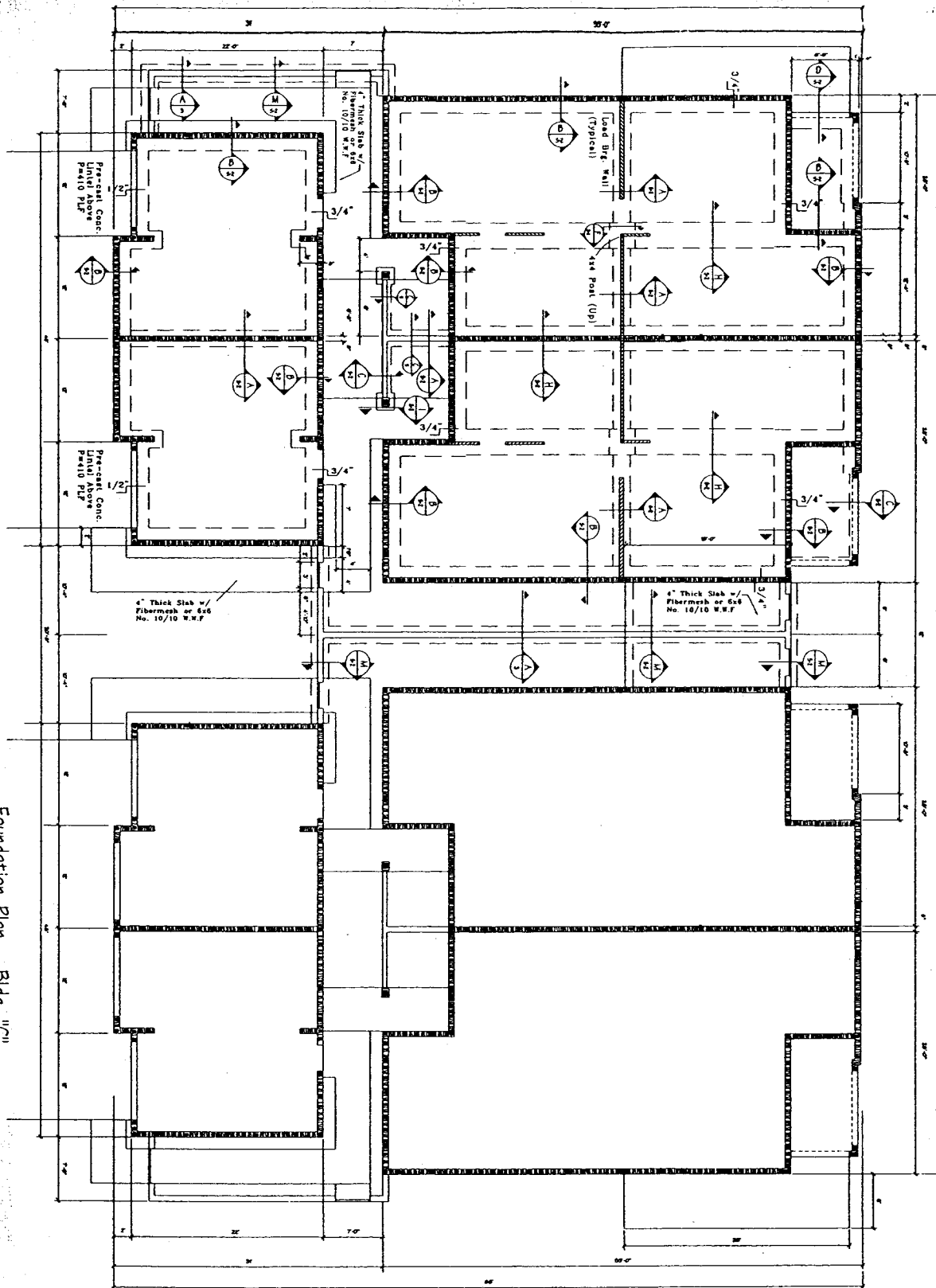
R. W. Makemson Jr., P.E.  
 Consulting Engineer  
 420 South Third Street, Jacksonville Beach, FL 32254

WALTER JAMES OKON  
 ARCHITECT  
 88 A LIND STREET ST. AUGUSTINE, FL 32084 (904) 825-6629

Fain West Home Realty  
 2nd Floor Framing Plan  
 Bldgs. "A" & "B"

53





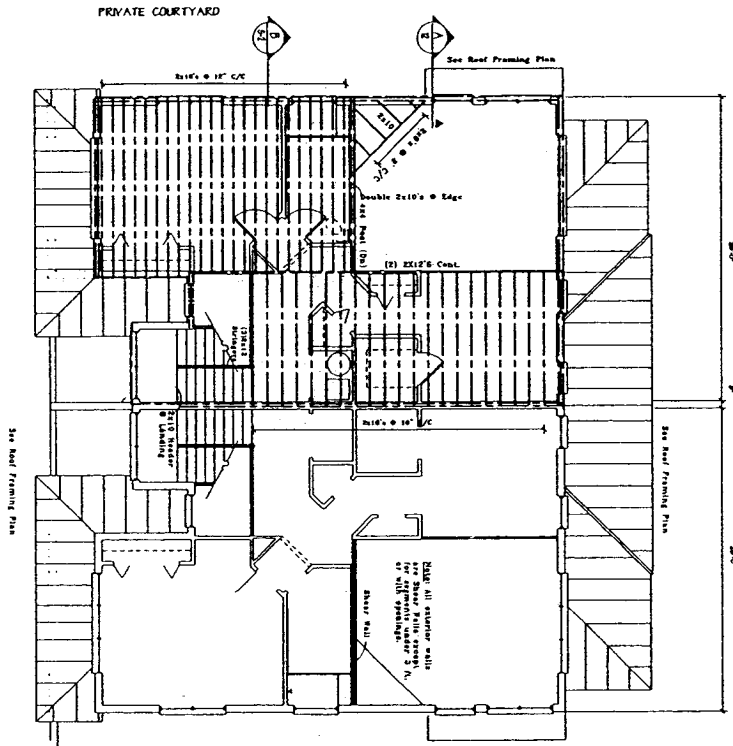
Foundation Plan ~ Bldg. "C"

R. W. Makemson Jr., P.E.  
 Consulting Engineer  
 428 South Third Street, Jacksonville Beach, FL 32250

55 00-00	A.W.M. 10/10/00	New Condominium Units FLORIDA COUNTY FLORIDA	WALTER JAMES O'KON ARCHITECT 40 A 14th STREET ST. AUGUSTINE, FL 32084 (904) 824-8775	PADAWEST HOME BUILDERS Custom Home Building and Design
		Foundation Plan Building "C"		

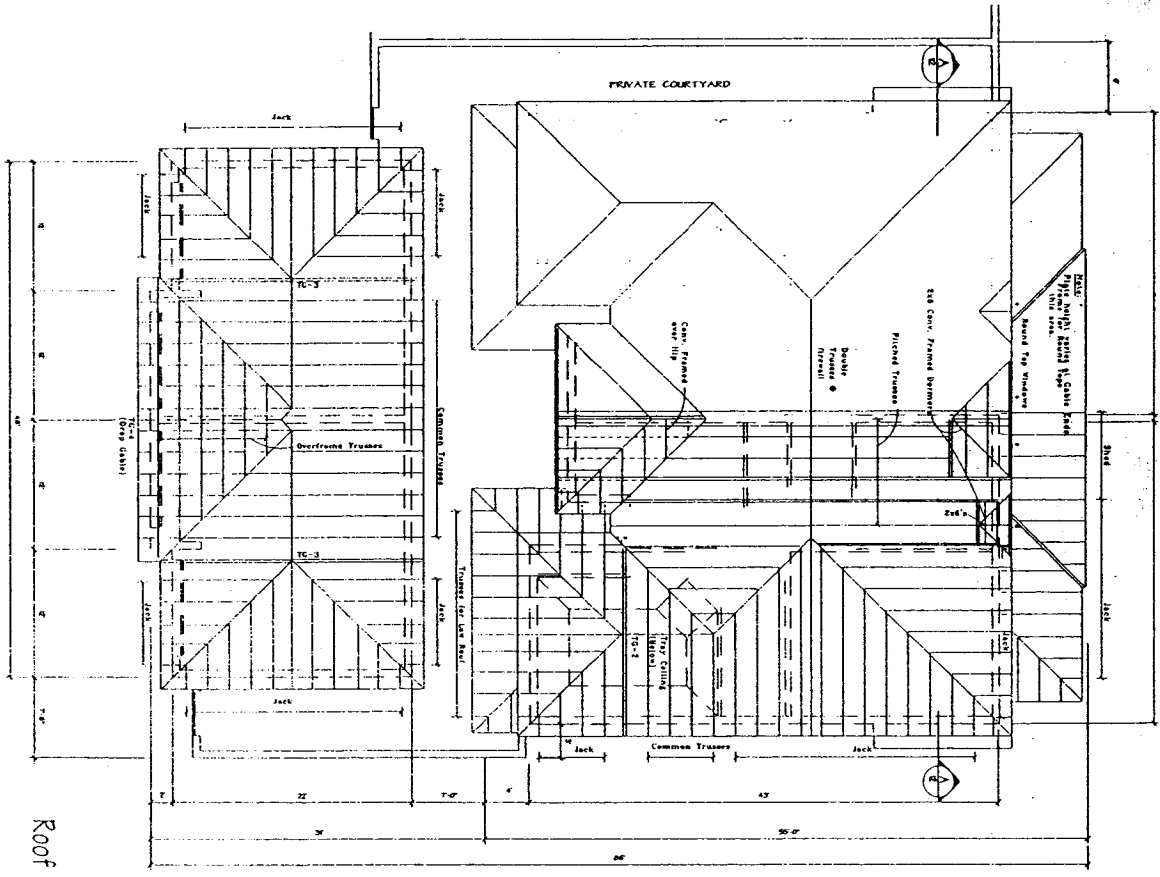
Second Floor Framing Plan ~ Bldg. "C"

Scale: 1/4" = 1'-0"



R. W. Makemson Jr., P.E.  
 Consulting Engineer  
 429 South Third Street, Jacksonville Beach, FL 32250

	New Condominium Units PALM BEACH COUNTY, FLORIDA	WALTER JAMES O'RON ARCHITECT 88 A 4th Street SE, ALBANY, GA 31706 (904) 884-6978	
	Second Floor Framing Plan Building "C"		



STRUCTURAL NOTES

DESIGN IS TO BE IN ACCORDANCE WITH THE 1987 SOUTHERN BUILDING CODE CONGRESS INTERNATIONAL.

1. LIVE LOADS:  
FLOOR 40 PSF  
ROOF 20 PSF
2. BASIC WIND LOAD 110 MPH  
ROOF SLOPE 7:12 = 30.26 DEGREES  
USE FACTOR 1.0  
MEAN ROOF HEIGHT 23.53'  
WIND VELOCITY PRESSURE 20.0 PSF
3. ALLOWABLE UNIT STRESSES

ALL DIMENSION LUMBER HEADERS AND BEAMS SHALL BE SYP NO. 2 OR BETTER. ALL DIMENSION LUMBER SHALL BE SYP NO. 2 OR BETTER. ALL DIMENSION LUMBER SHALL BE SYP NO. 2 OR BETTER. ALL DIMENSION LUMBER SHALL BE SYP NO. 2 OR BETTER. ALL DIMENSION LUMBER SHALL BE SYP NO. 2 OR BETTER.

5. THE DESIGN OF THE PRE-ENGINEERED ROOF TRUSSES SHALL BEAR THE SEAL OF AN ENGINEER REGISTERED IN THE STATE OF FLORIDA. ALL TRUSSES SHALL BE PERMANENTLY BRACED IN ACCORDANCE WITH THE RECOMMENDATIONS OF COMMENTARY AND RECOMMENDATIONS FOR BRACING, INSTALLING AND BRACING METAL PLATE CONNECTED WOOD TRUSSES, MB-91.

SHEATHING SPECIFICATIONS:

- INSTALL 5/8" CDX PLYWOOD SHEATHING OVER 2X SYP #2 STUDS.
- INSTALL 1/2" CDX PLYWOOD SHEATHING OVER 2X SYP #2 STUDS.
- END OF SHEATHING JOINTS, INSTALL SYP #2 BLOCKING AT ALL HORIZONTAL JOINTS. INSTALL THE FOLLOWING HOLDDOWN AT EACH END OF SHEATHING JOINTS: (1) SENCOR SOP-3 AND (1) TP98 DITREN 157 & 2ND FLOOR. (2) R3150 STRAPS

NOTE: - Top-1" type designations are for illustrative purposes only and do not apply to these manufacturer's nomenclatures.

Roof Framing & Roof Plan Building "C"

Scale: 1/4" = 1'-0"

R. W. Makinson Jr., P.E.  
Consulting Engineer  
620 South Third Street, Jacksonville Beach, FL 32250

<p>57</p>	<p>WALTER JAMES O'KON ARCHITECT</p>	<p>NEW CONDOMINIUM UNITS PALM BEACH COUNTY, FLORIDA</p>	<p>Roof Plan - Dwg. "C"</p>	<p>00-001</p>	<p>5-7</p>
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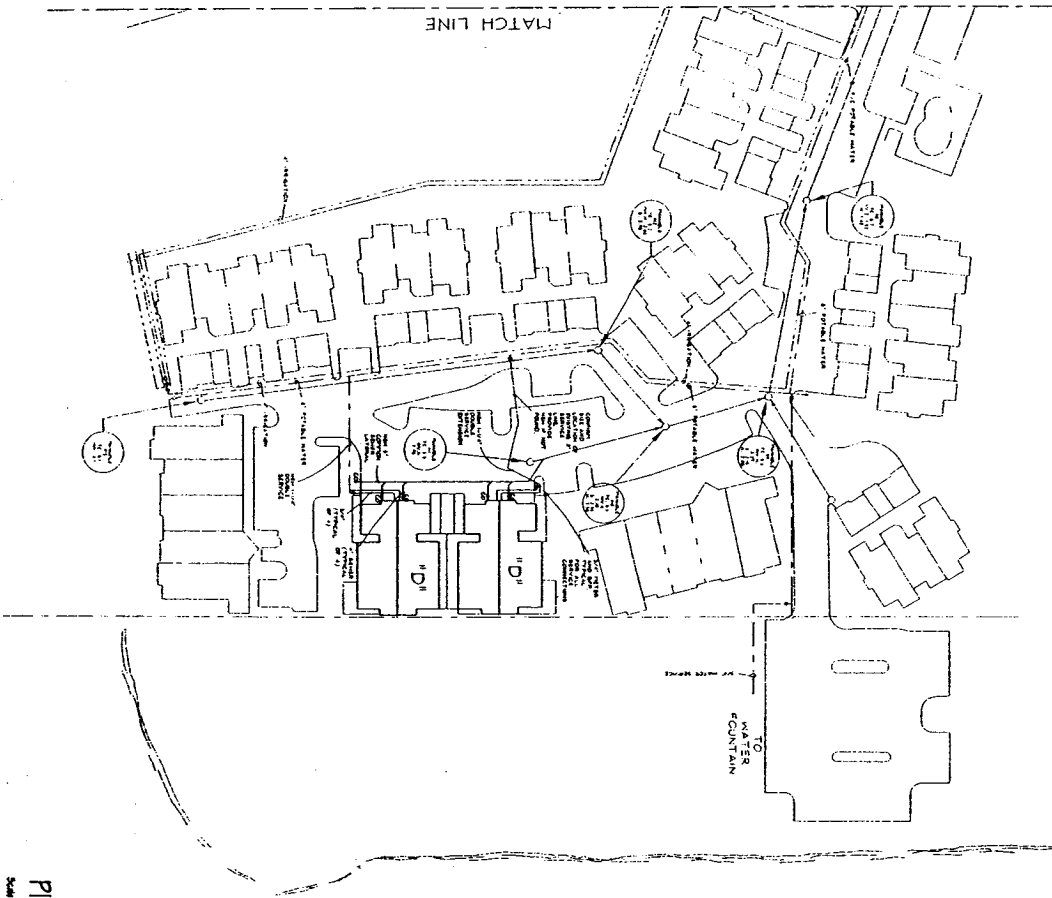








SEE SHEET P1  
MATCH LINE



**GENERAL NOTES**

1. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE PLUMBING CODES AND ALL APPLICABLE LOCAL ORDINANCES.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE COVERAGE.

3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITY.

4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES AT ALL TIMES.

5. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

8. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.

9. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE COVERAGE.

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48. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.

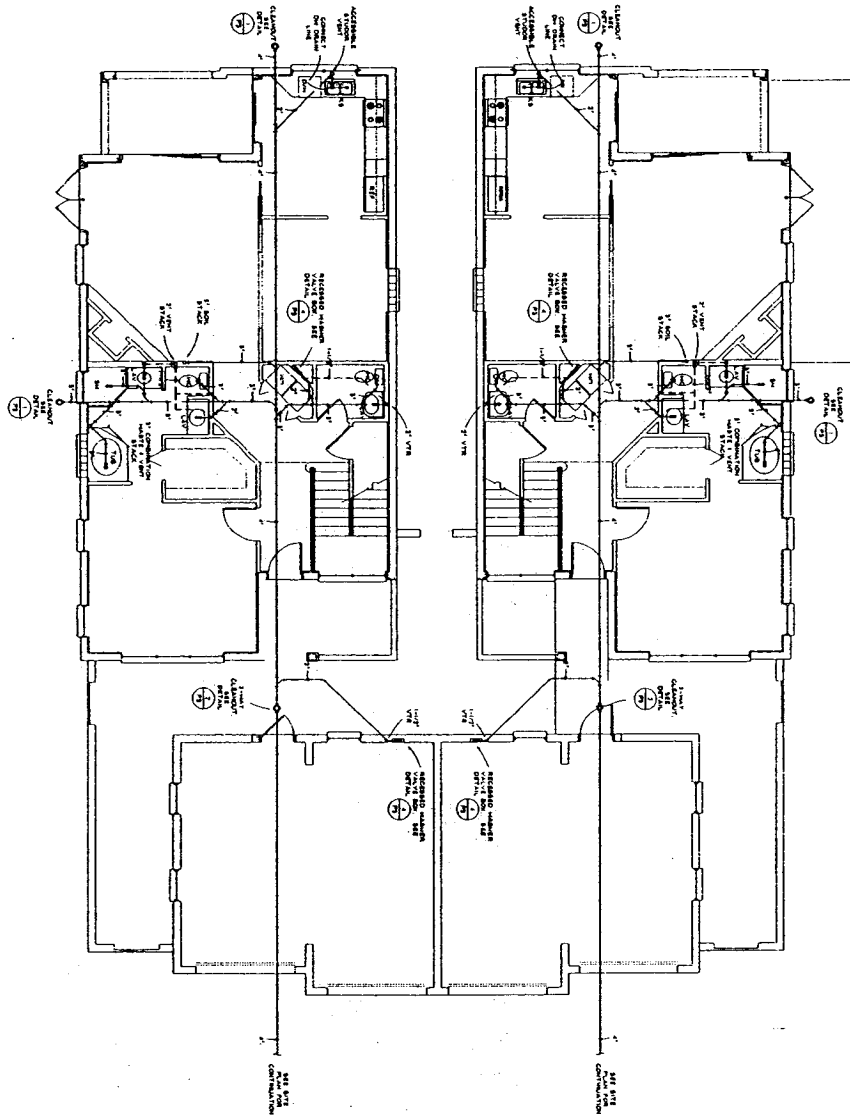
49. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.

50. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE COVERAGE.

Plumbing Site Plan East  
Scale: 1/8" = 1'-0"

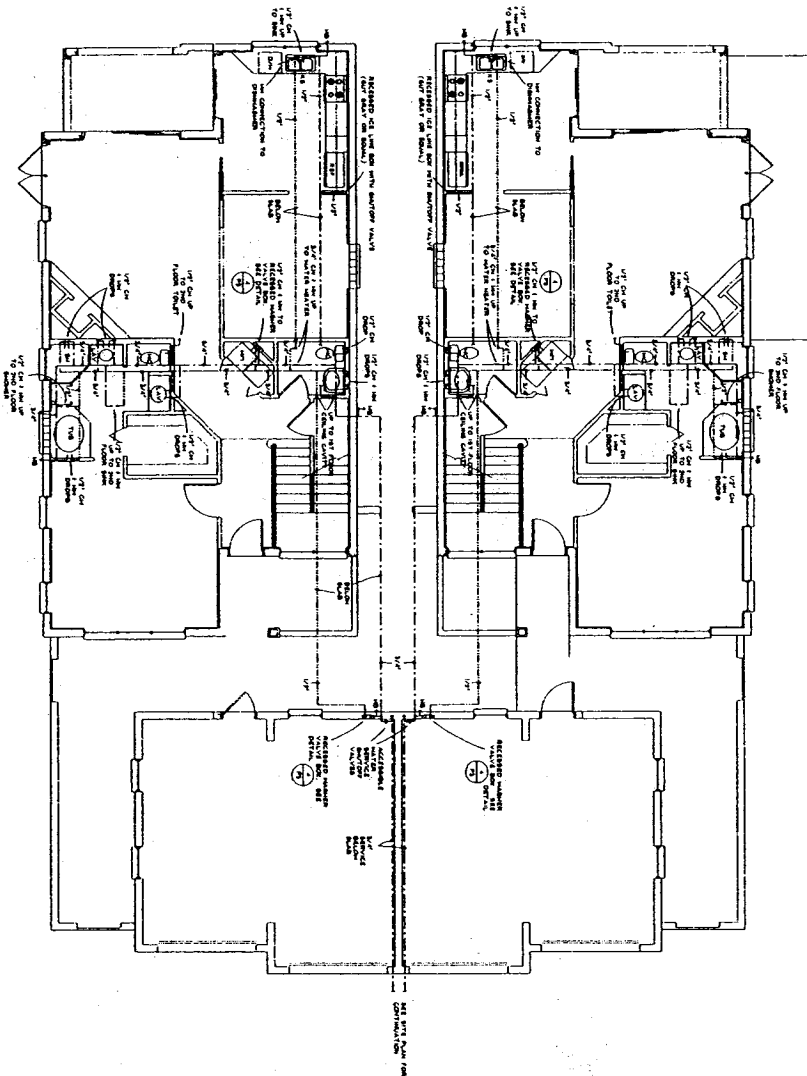
	Home Care Consultants <b>Palm West Home Realty</b> PALM BEACH COUNTY, FLORIDA	<b>WALTER JAMES O'KON</b> ARCHITECT 40 A SAND STREET SE, APOUSTON, FLA. 32004 (813) 824-6279	00-00 	2 Florida Park Drive North Palm Coast, FL 32137 Office: (904) 445-7000 Fax: (904) 446-5943	<b>SMITH &amp; BOSCH, P.A.</b> CONSULTING ENGINEERS 1111 N. W. 11th Street Palm Beach, Florida 33480
	Plumbing Site Plan East				





Ground Floor Sanitary Plan  
 Building A & B  
 Scale: 1/4" = 1'-0"

<p>P4</p>	DATE: 10-28-00 DRAWN BY: [Signature] CHECKED BY: [Signature]	Project: <b>Walter James Okon ARCHITECT</b> 60 A 12th Street SE, Augusta, GA 30604 (904) 864-8879	Project: <b>PALM WEST HOME BUILDERS</b> 2 Florida Park Drive North Palm Coast, FL 32137 Office: (904) 445-7001 Fax: (904) 444-5941	<b>SIMES &amp; BOUCH, P.A.</b> 2000 N. W. 10th St. Ft. Lauderdale, FL 33304 (954) 561-1111
	Client: <b>Palm West Home Realty</b> PALM BEACH COUNTY, FLORIDA Project: <b>Ground Flr. Sanitary Plan</b> Sigs A & B	Scale: 1/4" = 1'-0" Date: 10-28-00	00-00	[Signature] [Signature]



Ground Floor Water Plan  
 Building A & B  
 Scale: 1/4" = 1'-0"

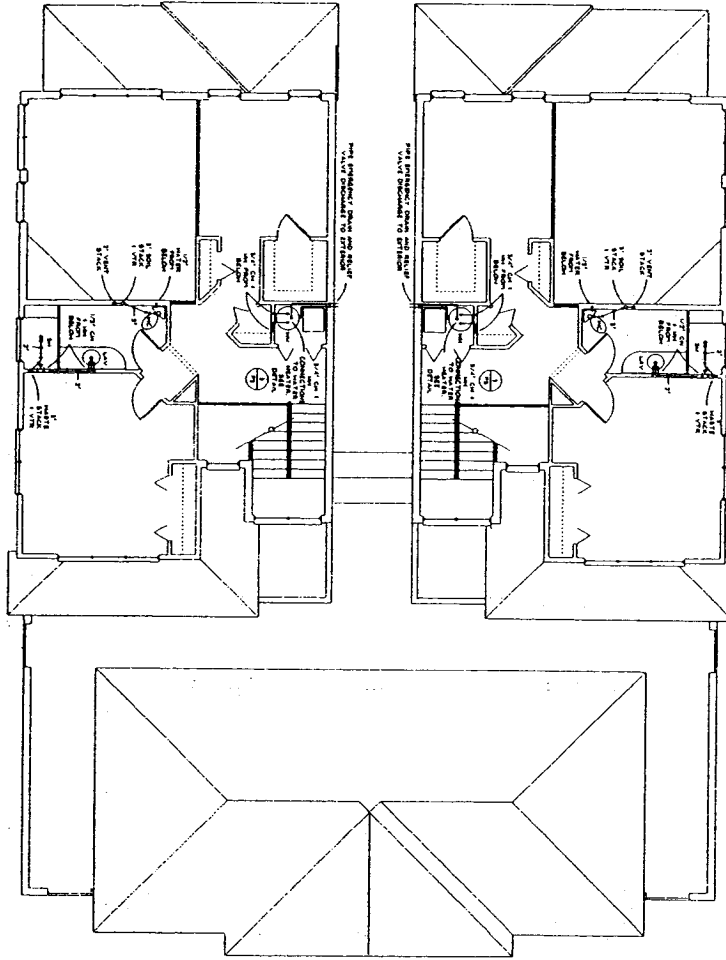
P5

Walter James O'Kon  
 ARCHITECT  
 88 A 2ND STREET, SUITE 100, PALM BEACH, FL 33480 (561) 844-5877

WALTER JAMES O'KON  
 ARCHITECT  
 88 A 2ND STREET, SUITE 100, PALM BEACH, FL 33480 (561) 844-5877

PALM WEST HOME BUILDERS  
 2 Florida Park Drive North  
 Palm Coast, FL 32137  
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 Fax: (904) 446-5841

SEIMES & BOSCH, P.A.  
 CIVIL ENGINEERS  
 1000 N. W. 10th St., Suite 100  
 Ft. Lauderdale, FL 33304  
 (954) 561-1111



2nd Floor Sanitary and Water Plan  
 Building A & B  
 Scale: 1/8" = 1'-0"

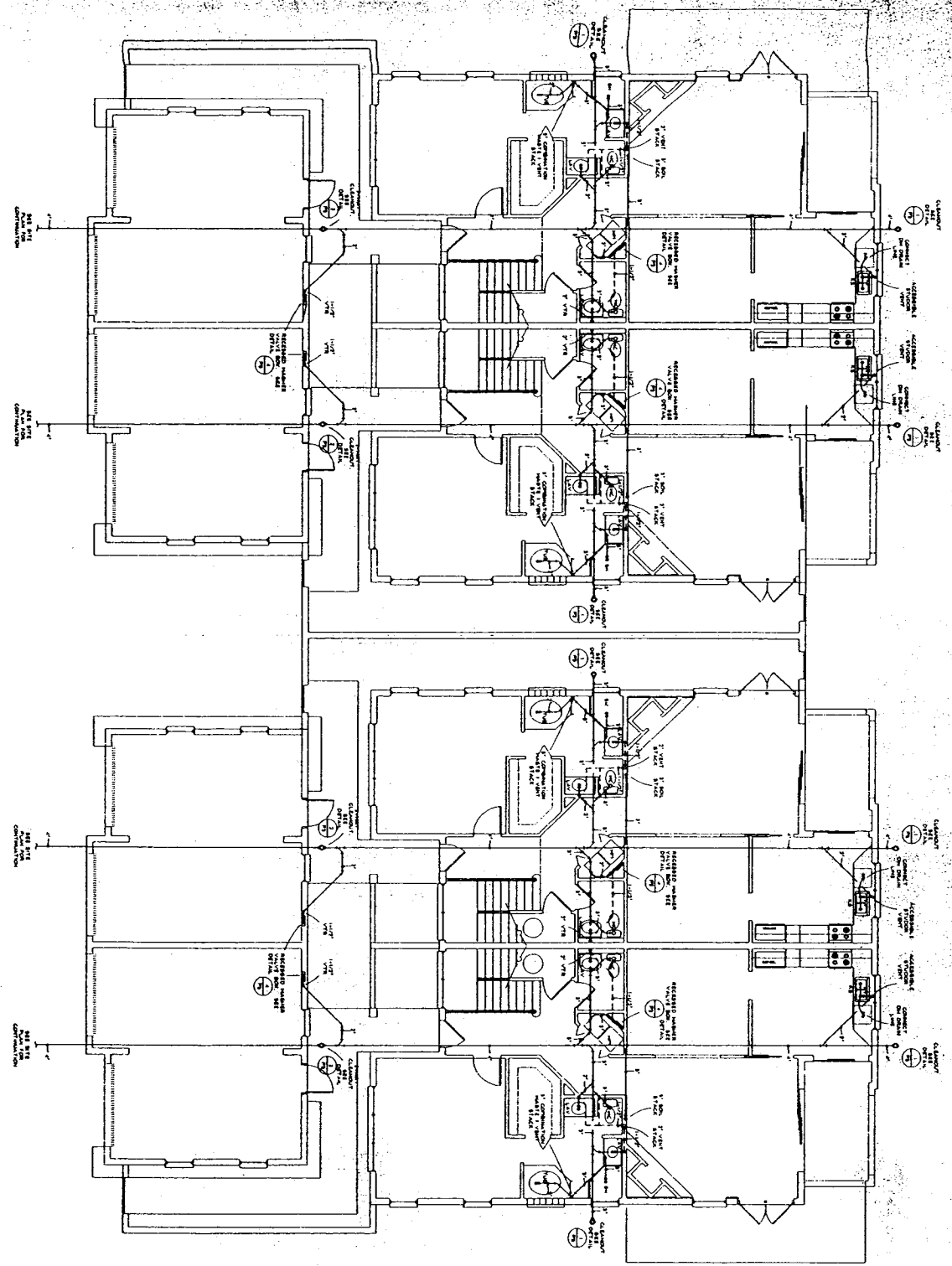
P6  
 10-06-00

Home Care Construction  
**Palm West Home Realty**  
 PALM BEACH COUNTY FLORIDA  
 2nd Fl. Sanitary and Water Plan  
 Building A & B

**WALTER JAMES O'KON**  
 ARCHITECT  
 10 A 1240 STREET ST. AUSTIN, TX 78704 (512) 824-5879

00-00  
**PALM WEST HOME BUILDERS**  
 2 Florida Park Drive North  
 Palm Beach, FL 33417  
 Office: (561) 445-7001  
 Fax: (561) 446-5941

**SMITH & BOSCH, P.A.**  
 CONSULTING ENGINEERS  
 1000 W. PALM BEACH BLVD.  
 SUITE 2000  
 PALM BEACH, FL 33480  
 (561) 833-1100



Ground Floor Sanitary Plan  
Building C

Scale 1/8" = 1'-0"

P7

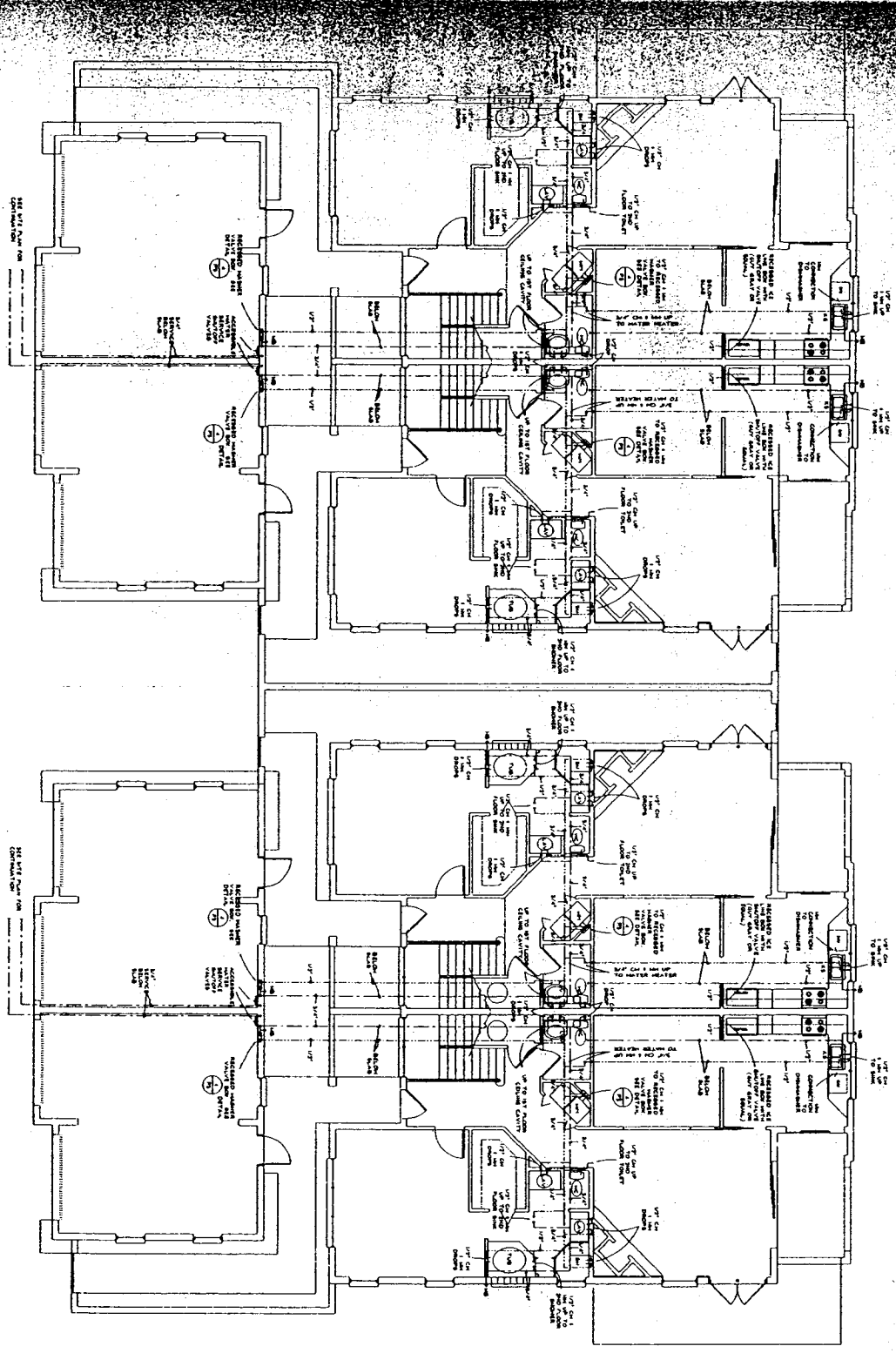
Home Care Endeavors  
**Palm West Home Realty**  
FLORIDA COUNTY, FLORIDA  
Ground Floor Sanitary Plan  
20th October

**WALTER JAMES O'KON**  
ARCHITECT  
200-001

**PALM WEST**  
HOME BUILDERS  
2 Florida Park Drive North  
Palm Coast, FL 32137  
Office (904) 445-7001  
Fax (904) 446-9811

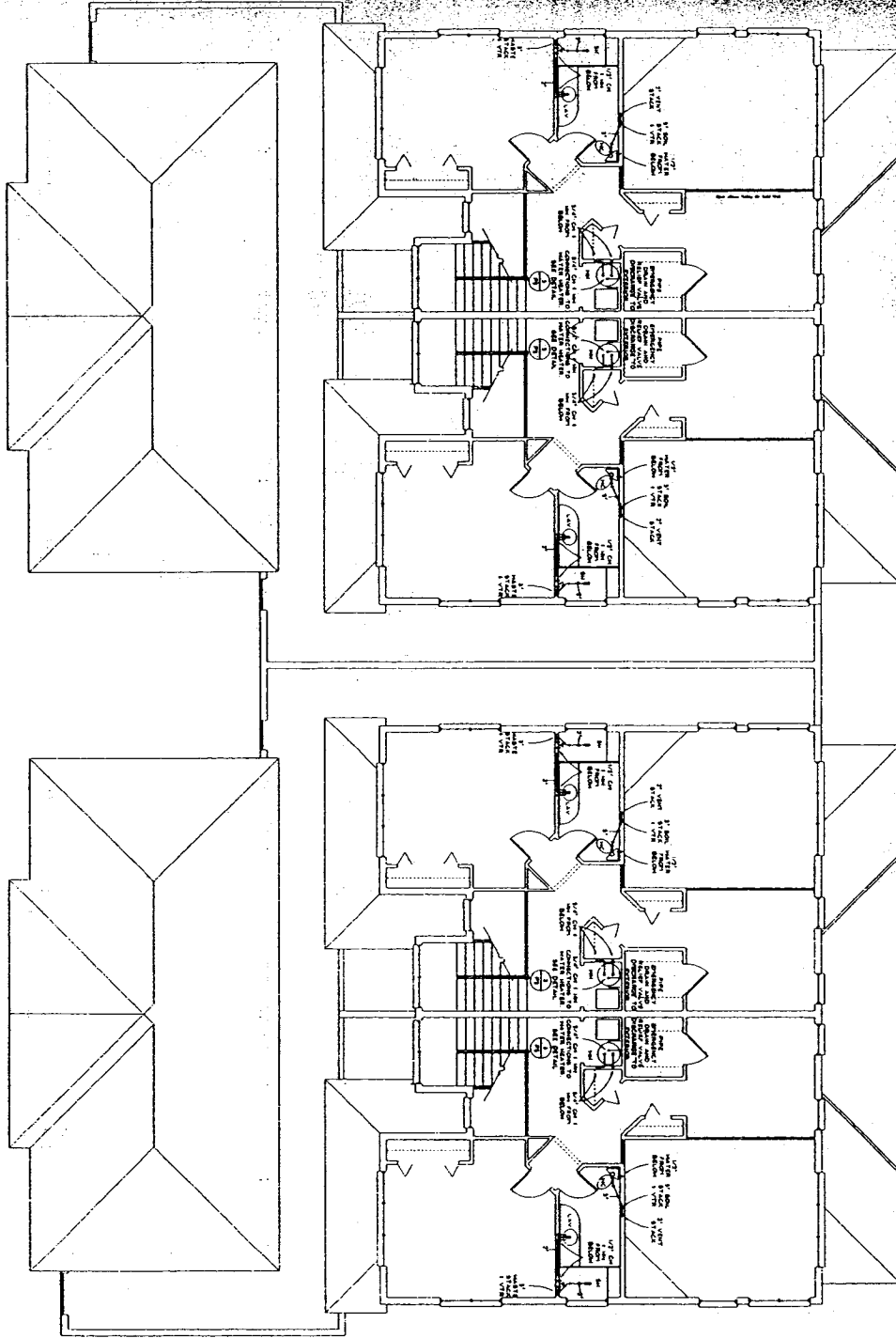
**SIMES & BOSCH, P.A.**  
CONSULTING ENGINEERS  
Professional Seal and  
Signature Area for  
Professional Engineer





Ground Floor Water Plan  
 Building C  
 Scale: 1/4" = 1'-0"

P8 of 34	10/04/00	Water Code Compliance <b>Palm West Home Realty</b> PALM WEST COUNTY FLORIDA Ground Floor Water Plan Building C	00-00	<b>WALTER JAMES OKON</b> ARCHITECT 80 A SAND STREET SE., MIAMI, FLA. 33134 (305) 366-8878	<b>PALM WEST HOME BUILDERS</b> 2 Florida Park Drive North Palm Coast, FL 32137 Office: (904) 445-7001 Fax: (904) 445-5941	<b>STIMPS &amp; BOSCH, P.A.</b> CONSULTING ENGINEERS 1417/10
	[Professional Engineer Seal and Stamp]					



2nd Floor Sanitary and Water Plan  
 Building C  
 Scale: 1/4" = 1'-0"

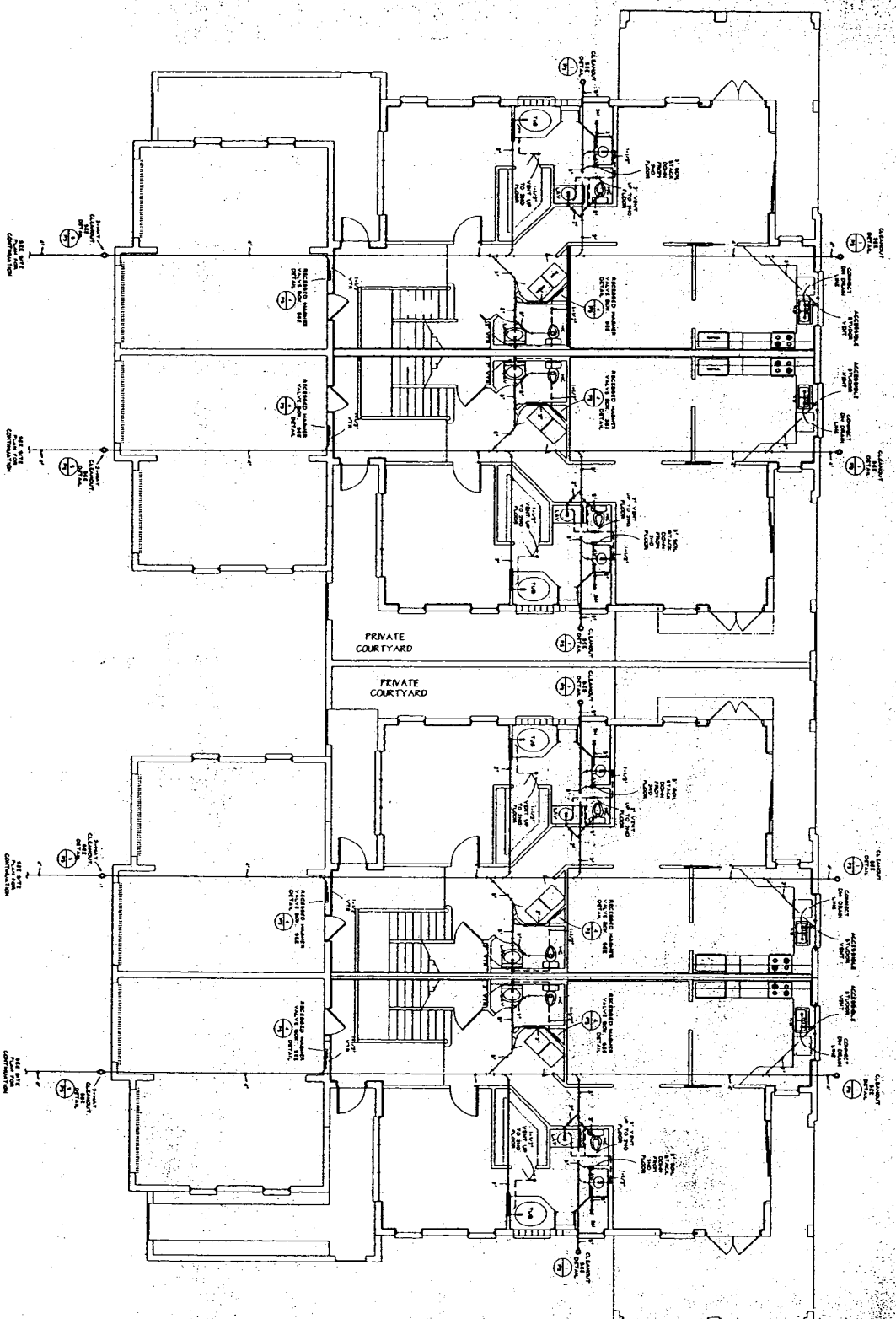
P9  
 08/14

Walter James O'Kon  
 ARCHITECT  
 80 A END STREET ST. ARLINGTON, FLA. 32004 (804) 821-5478

WALTER JAMES O'KON  
 ARCHITECT  
 80 A END STREET ST. ARLINGTON, FLA. 32004 (804) 821-5478

00-00  
 PALM WEST HOME BUILDERS  
 2 Florida Park Drive North  
 Palm Coast, FL 32137  
 Office: (904) 445-7001  
 Fax: (904) 448-0561

SIMS & BOSCH, P.A.  
 2000 N. W. 10th Ave., Suite 100  
 Ft. Lauderdale, FL 33309  
 (954) 561-1111



Ground Floor Sanitary Plan  
 Building D  
 Scale: 1/4" = 1'-0"

P10

North Coast Communities  
**Palm West Home Realty**  
 PALM BEACH COUNTY FLORIDA

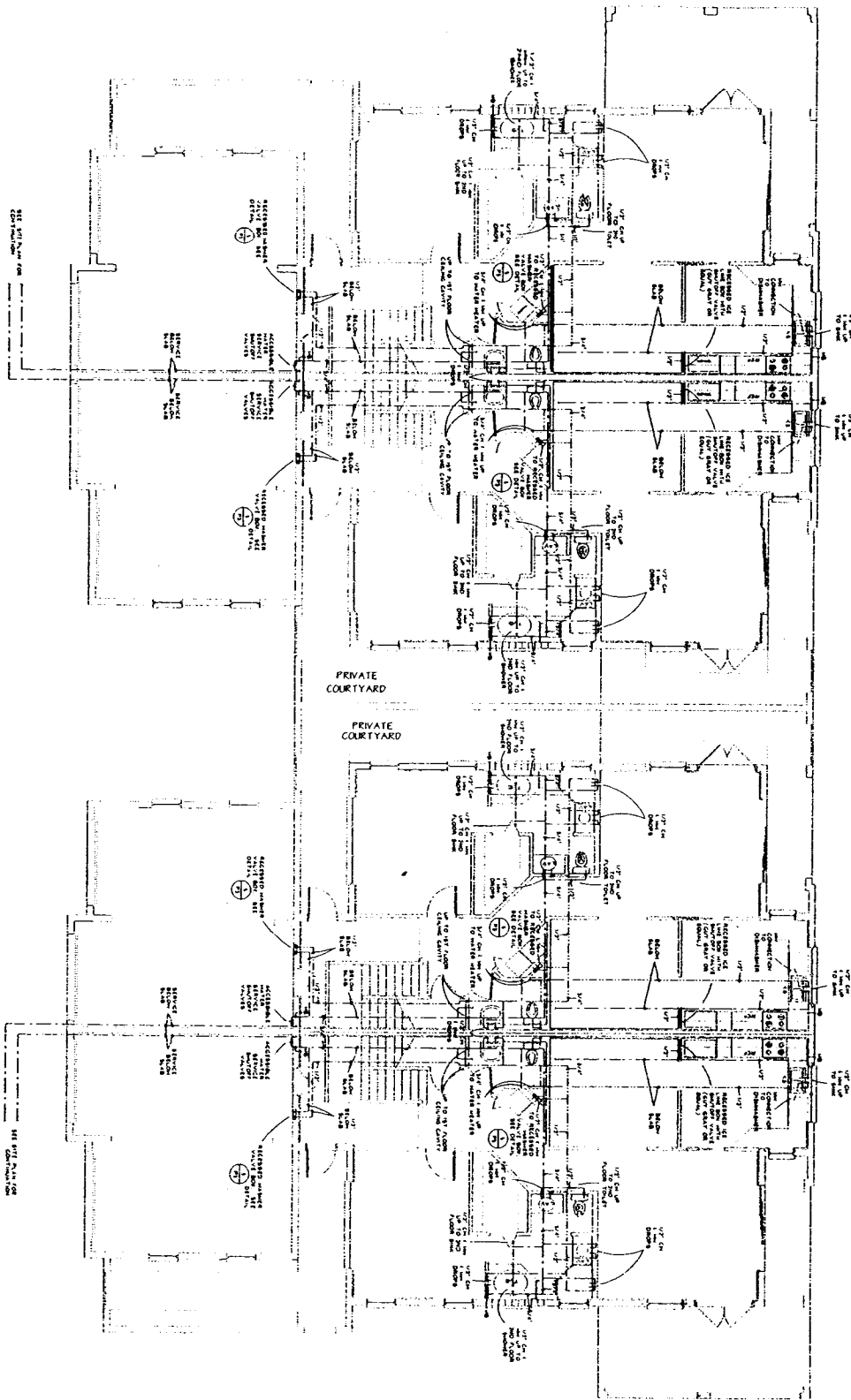
**WALTER JAMES O'KON**  
 ARCHITECT

00-00

**LEAD WEST**  
 HOME BUILDERS

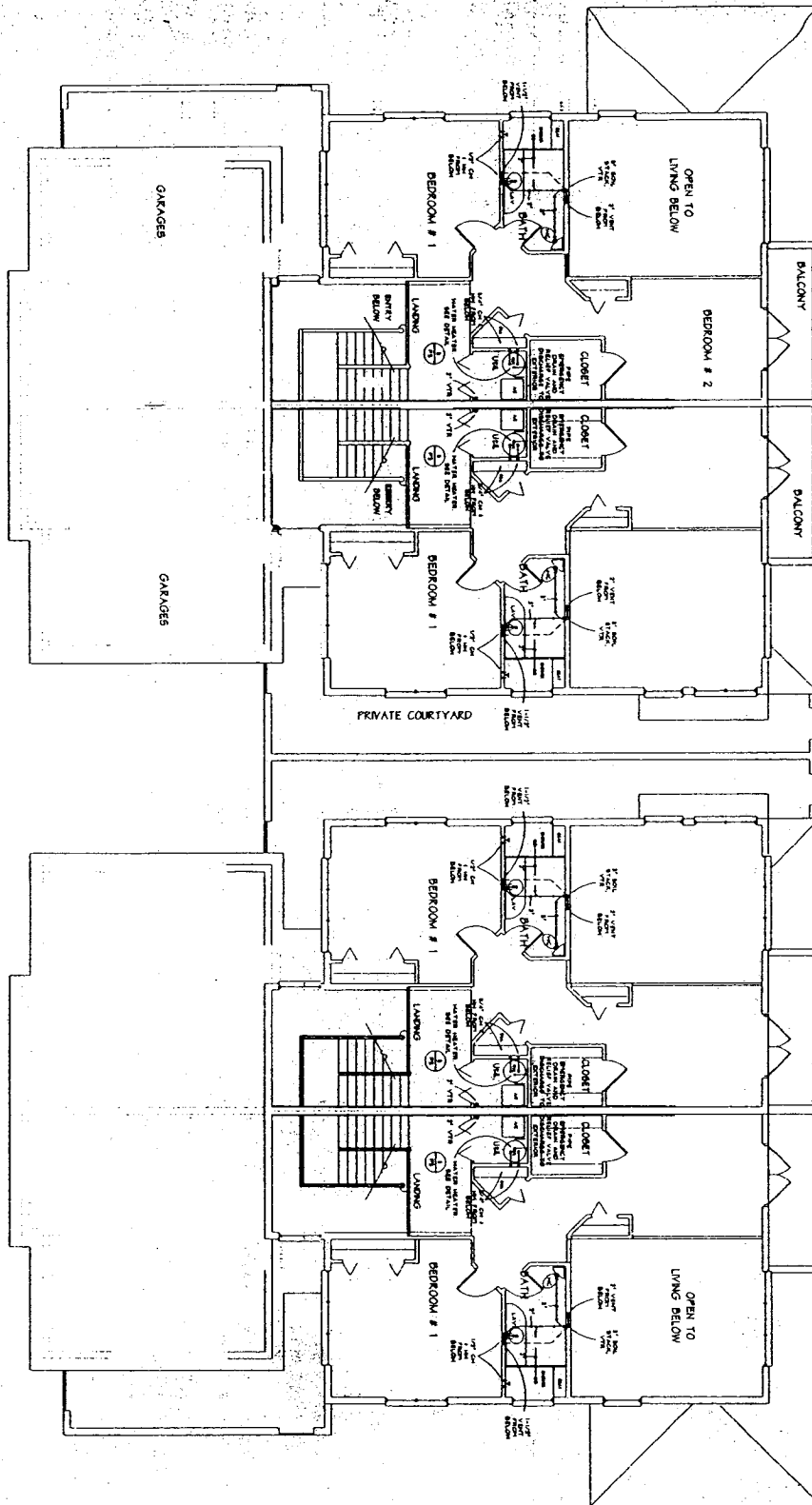
2 Florida Park Drive North  
 Palm Beach, FL 33413  
 Office: (801) 445-9200  
 Fax: (801) 445-9201

**SMITH & BUCHER P.A.**  
 ARCHITECTS



Ground Floor Water Plan  
Building D  
Scale: 1/4" = 1'-0"

<b>P11</b> <small>OF 11</small>	<small>DATE</small> 04-04-00	Walter James O'Kon <b>ARCHITECT</b> 80 A LIND STREET ST. AUGUSTINE, FLA. 32084 (904) 824-5878	00-00	2 Florida Pine Drive North Palm Coast, FL 32137 Office: (904) 443-7008 Fax: (904) 446-5941	<b>SMBS &amp; BOSCH, P.A.</b> 2200 N. W. 107th Ave. Suite 100 Miami, FL 33157 (305) 551-1111
	Home Care Communities <b>Palm West Home Realty</b> PALM BEACH COUNTY, FLORIDA Ground Floor Water Plan Building C	Signature: <i>Walter James O'Kon</i> Title: ARCHITECT	Signature: <i>Walter James O'Kon</i> Title: ARCHITECT	Signature: <i>Walter James O'Kon</i> Title: ARCHITECT	Signature: <i>Walter James O'Kon</i> Title: ARCHITECT



2nd Floor Sanitary and Water Plan  
 Building D  
 Scale: 1/4" = 1'-0"

P12  
 OF 51

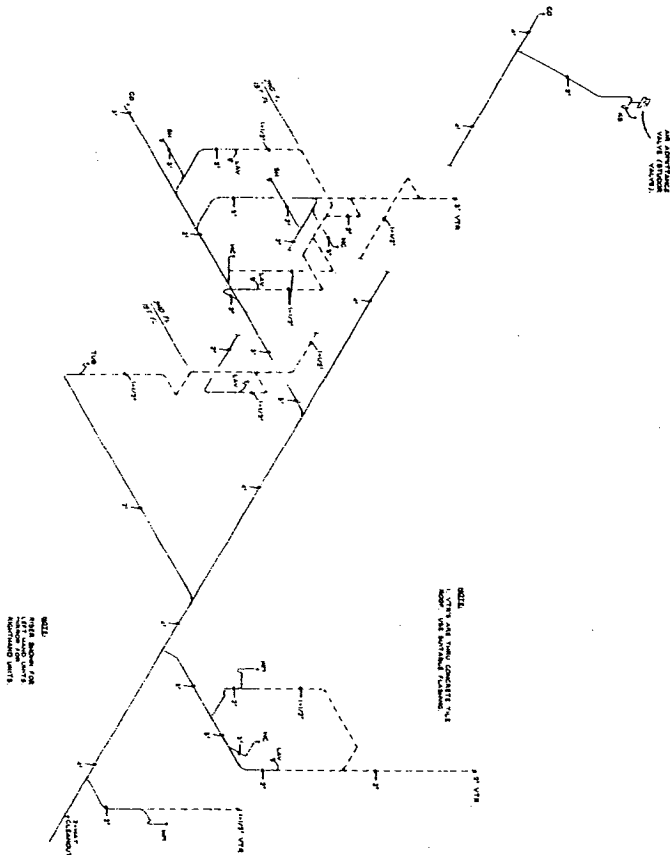
Walter James O'Kon  
 ARCHITECT  
 48 A ONE STREET, SUITE 100, PALM BEACH, FL 33480-4801  
 (561) 838-8888

WALTER JAMES O'KON  
 ARCHITECT  
 48 A ONE STREET, SUITE 100, PALM BEACH, FL 33480-4801  
 (561) 838-8888

2 Florida Park Drive North  
 Palm Beach, FL 33437  
 Office (561) 445-7001  
 Fax (561) 445-5941



Riser Diagram, Building D  
Scale: 1/4" = 1'-0"



SEE PLAN FOR DETAILS

SEE PLAN FOR DETAILS

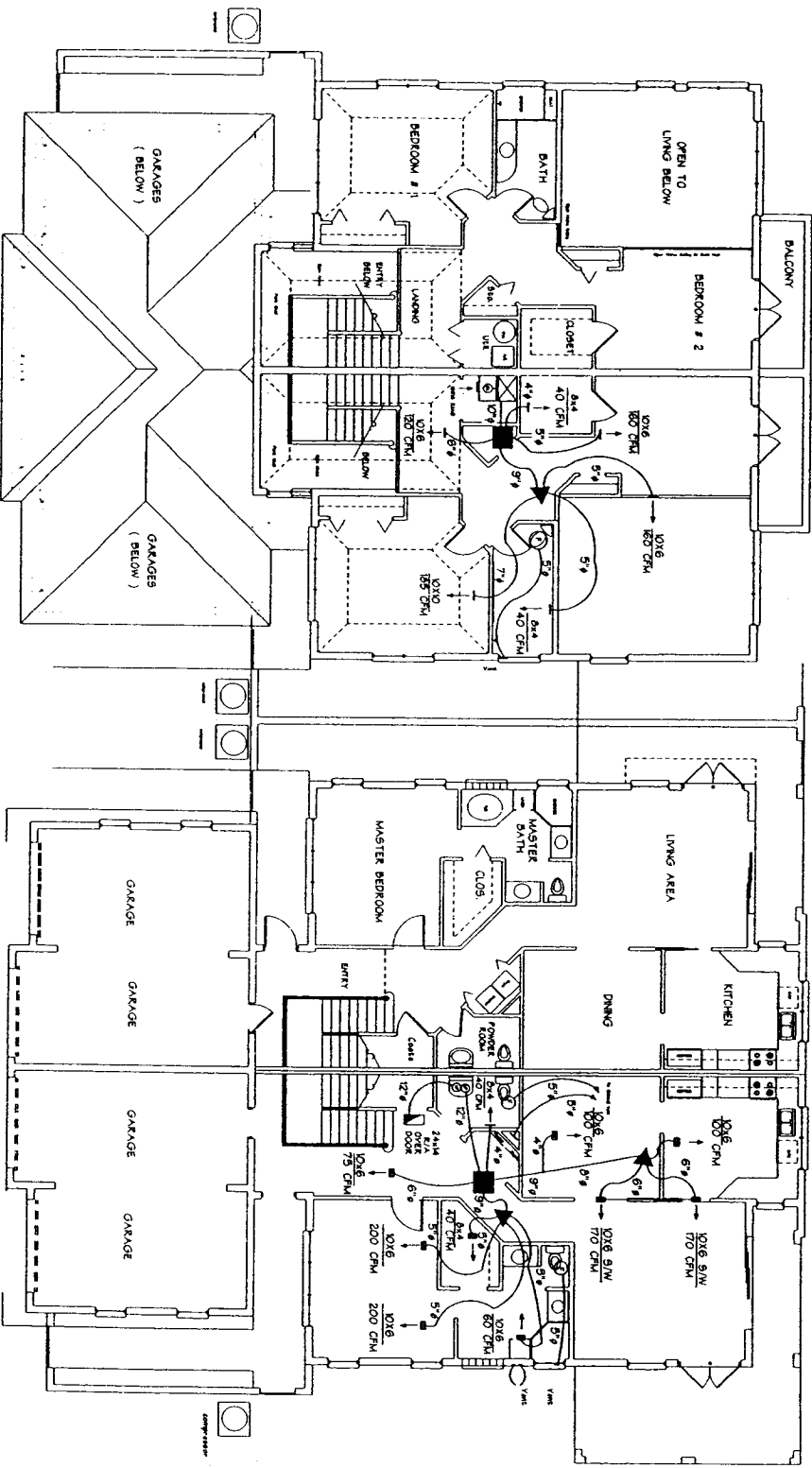
SEE PLAN FOR DETAILS

<p>P13</p>	<p>00-001</p>	<p>Walter James O'Kon ARCHITECT 80 A 440 STREET ST. AUGUSTINE, FLA. 32084 (904) 924-6978</p>	<p>2 Florida Park Drive North Palm Coast, FL 32137 Office: (904) 445-7001 Fax: (904) 446-5941</p>	<p>SIMS &amp; BOSCH, P.A. REGISTERED PROFESSIONAL ENGINEERS IN THE STATE OF FLORIDA No. 12345 Date: 1/1/00</p>
		<p>Palmer Home Realty FLORIDA COUNTY FLORIDA Planning, Design, Spec., Est., &amp; Detail</p>	<p>HOME BUILDERS Specializing in Residential and Commercial</p>	<p>SEE PLAN FOR DETAILS</p>



Duct Layout Second Floor Building D

Duct Layout Ground Floor Building D



HEATING AND AIR CONDITIONING UNITS shall be selected systems for indoor and outdoor units. Outdoor units shall be COOLING and Indoor units be CAREER Model FA44RFD20.

Provide of 1/2" W/ Condensate Follow "Long Line" application Design Requirements for distances exceeding 50 feet.

Each System shall provide a Total Cooling Capacity of 24,200 BTU/HK and a Sensible Heat Capacity of 24,900 BTU/HK at 95 degrees F air entering outdoor unit, 80 degrees F dry bulb and 67 degrees wet bulb.

Each System shall provide a Total Heating Capacity of 23,500 BTU/HK at 70 degrees F air entering outdoor unit and 70 degrees F air entering indoor unit. Unit provides a COP of 3.04. Add one 2.0 KW heat strip and unit.

WALL REGISTER shall be Hart & Cooley Model A800 Series Adjustable Supply Registers w/ Dover White paint on Aluminum Finish.

R/A Wall Grates shall be Model A4642 W/ White Enamel Finish.

Thermostats shall be field located as directed by Owner.

NOTES:

1. REFRIGERANT LINES BETWEEN AIR HANDLING UNIT AND DUCTWORK SHALL BE INSULATED WITH 1" POLYURETHANE INSULATION TO BE IN PVC COUPLER WITH BUSH STITCHED BELOW GRADE.

2. DUCTWORK LAYOUT IS FOR GENERAL ROUTING ONLY. CONTRACTOR SHALL ROUTE DUCTWORK AS REQUIRED OPENING ON SPACE AVAILABLE WITHIN TRUSS SYSTEM. CONTRACTOR MAY ALTER DIMENSION OF DUCTWORK FOR ROUTING WITHIN TRUSS BUT SHALL NOT DECREASE TOTAL AREA OF DUCTWORK.

3. COORDINATE WITH PLUMBING FOR CONDENSATE DRAIN CONNECTIONS AND ROUTING TO OUTDOOR DRYWELLS.

4. FAN THE INTERIOR OF ALL DUCTWORK VISIBLE THROUGH THE AIR DEVICES. FAN TO BE BLACK COLORED.

EXHAUST FANS:

1. PROVIDE WALL OR ROOF CAPS FOR EACH EXHAUST FAN. 2. MOUNT IN CEILING AND EXTEND DUCTWORK FROM FAN OUTLET TO ROOF. 3. PROVIDE 1/2" AIR GAP BETWEEN EXHAUST OUTLET AND ROOF AND OVERLAP INHOODS.

NOTES:

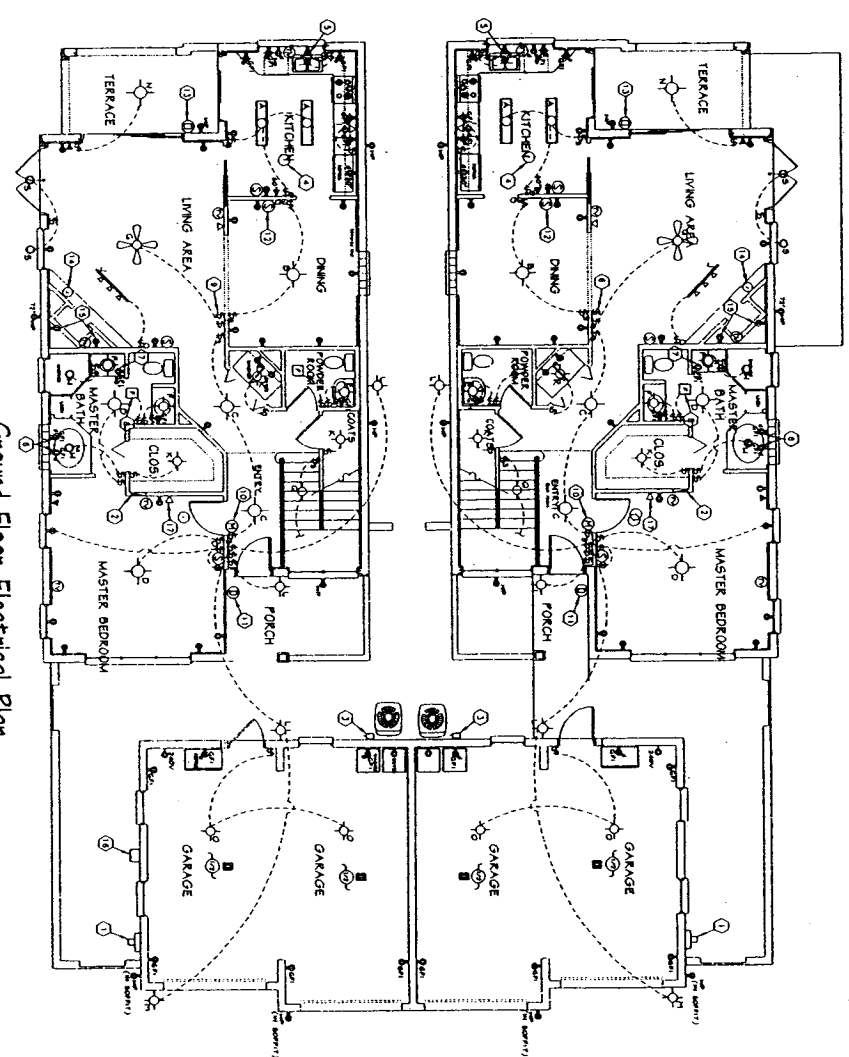
1. PROVIDE WALL OR ROOF CAPS FOR EACH EXHAUST FAN. 2. MOUNT IN CEILING AND EXTEND DUCTWORK FROM FAN OUTLET TO ROOF. 3. PROVIDE 1/2" AIR GAP BETWEEN EXHAUST OUTLET AND ROOF AND OVERLAP INHOODS.





**PROJECT GENERAL NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2008 NATIONAL ELECTRICAL CODE (NEC) AND THE 2008 NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2008 NATIONAL ELECTRICAL CODE (NEC) AND THE 2008 NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2008 NATIONAL ELECTRICAL CODE (NEC) AND THE 2008 NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).
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24. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2008 NATIONAL ELECTRICAL CODE (NEC) AND THE 2008 NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).
25. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2008 NATIONAL ELECTRICAL CODE (NEC) AND THE 2008 NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).



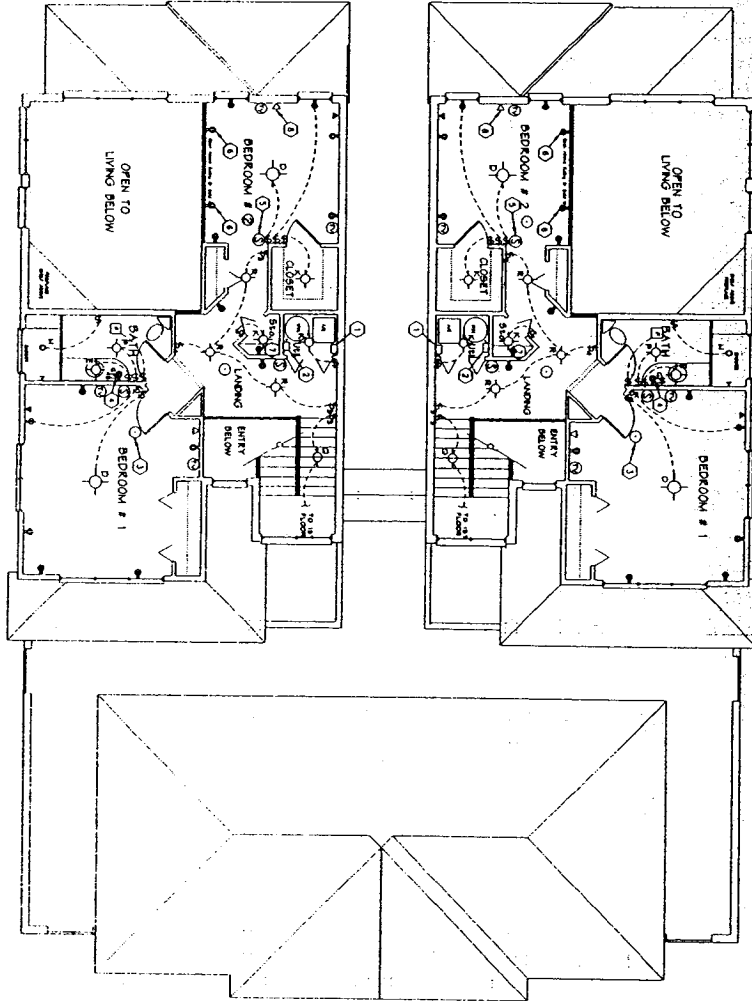
**Ground Floor Electrical Plan**  
**Building A, B**  
 Scale: 1/4" = 1'-0"

**SPECIFIC NOTES**

1. Provide 120V, 15A receptacles at counters, in the living area, and in the dining area.
2. Provide 120V, 15A receptacles in the kitchen area.
3. Provide 120V, 15A receptacles in the living area.
4. Provide 120V, 15A receptacles in the dining area.
5. Provide 120V, 15A receptacles in the master bedroom.
6. Provide 120V, 15A receptacles in the garage.
7. Provide 120V, 15A receptacles in the utility area.
8. Provide 120V, 15A receptacles in the bathroom.
9. Provide 120V, 15A receptacles in the closet.
10. Provide 120V, 15A receptacles in the entry.
11. Provide 120V, 15A receptacles in the hallway.
12. Provide 120V, 15A receptacles in the living area.
13. Provide 120V, 15A receptacles in the dining area.
14. Provide 120V, 15A receptacles in the kitchen area.
15. Provide 120V, 15A receptacles in the master bedroom.
16. Provide 120V, 15A receptacles in the garage.
17. Provide 120V, 15A receptacles in the utility area.
18. Provide 120V, 15A receptacles in the bathroom.
19. Provide 120V, 15A receptacles in the closet.
20. Provide 120V, 15A receptacles in the entry.
21. Provide 120V, 15A receptacles in the hallway.
22. Provide 120V, 15A receptacles in the living area.
23. Provide 120V, 15A receptacles in the dining area.
24. Provide 120V, 15A receptacles in the kitchen area.
25. Provide 120V, 15A receptacles in the master bedroom.

**SIMMS & BOSCH, P.A.**  
 CONSULTING ELECTRICAL ENGINEERS  
 2 Florida Park Drive North  
 Palm Coast, FL 32137  
 Office: (904) 445-7001  
 Fax: (904) 446-5941

<p><b>E2</b></p>	<p>Walter James O'Kon  <b>ARCHITECT</b>                  80 S. KING STREET, ST. AUGUSTINE, FL 32084 (904) 284-5979</p>	<p>00-000</p>	<p><b>PALM WEST HOME BUILDERS</b>                  2 Florida Park Drive North                  Palm Coast, FL 32137                  Office: (904) 445-7001                  Fax: (904) 446-5941</p>
	<p>Walter James O'Kon                  Palm West Home Realty                  PALM BEACH COUNTY, FLORIDA                  Ground Flr. Electrical Plan                  Bldg. AB</p>	<p>00-000</p>	<p>00-000</p>



Second Floor Electrical Plan  
Building A, B  
Scale: 1/4" = 1'-0"

**SPECIFIC NOTES**

1. PROVIDE SCHEDULED ELECTRICAL SYMBOLS, SCHEDULE, AND A KEY TO THE ELECTRICAL SYMBOLS. PROVIDE THE SYMBOLS AND SCHEDULE FOR THE ELECTRICAL SYMBOLS AND SCHEDULE FOR THE ELECTRICAL SYMBOLS.
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E3  
OF 54

North East Condominiums  
Palm West Home Realty  
PALM BEACH COUNTY, FLORIDA  
2nd Fl. Electrical Plan  
Bldg. A, B

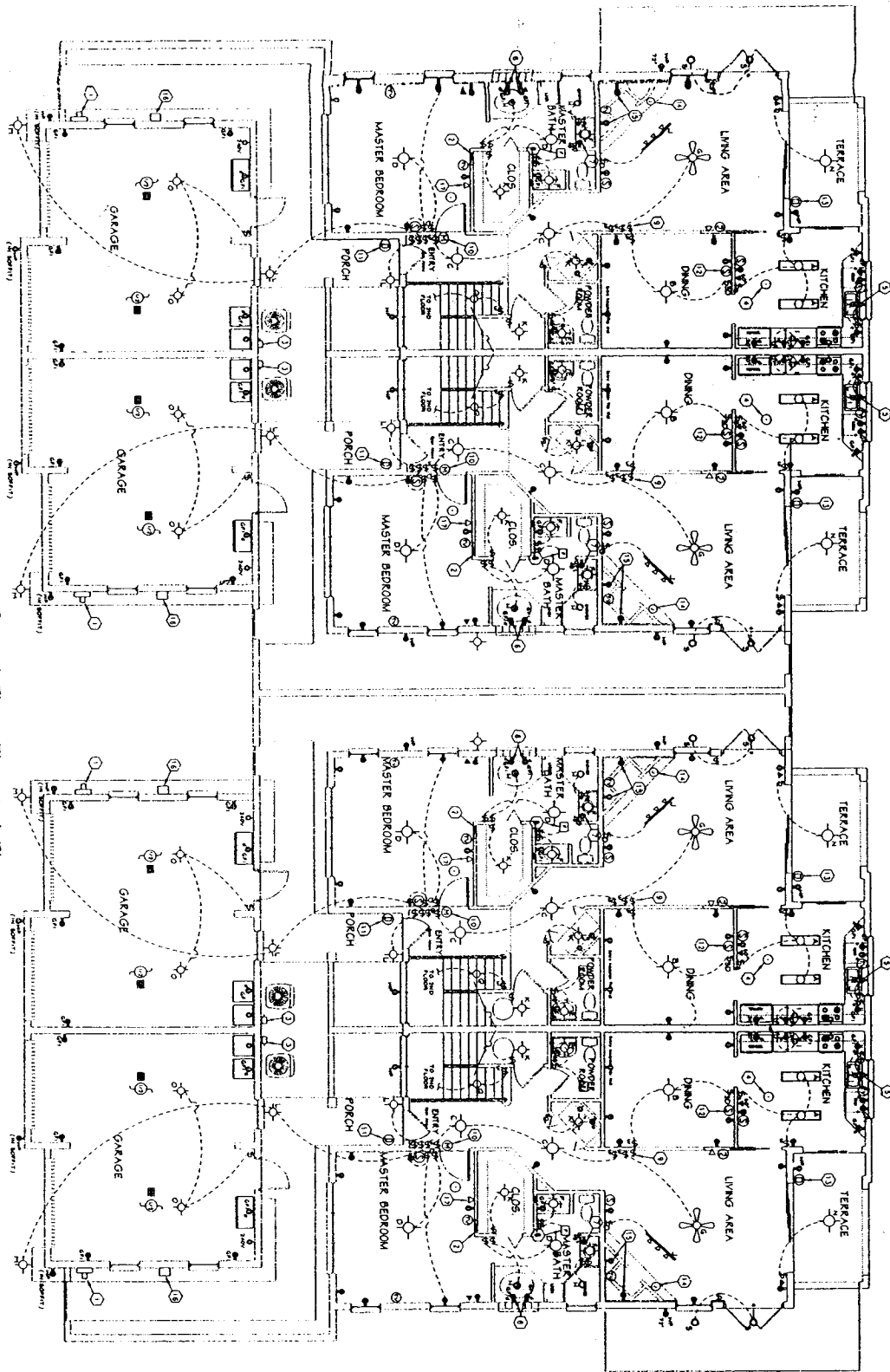
WALTER JAMES O'KON  
ARCHITECT  
4400 W. PALM BEACH BLVD. #1111  
330 A RING STREET ST. AUGUSTINE, FLA. 32084 (904) 864-5879

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PALM WEST  
HOME BUILDERS  
Custom Home Building and More

2 Florida Park Drive North  
Palm Beach, FL 33417  
Office: (904) 445-7001  
Fax: (904) 446-5941

SIMES & BOSCH, P.A.  
CONSULTING ENGINEERS  
2000 N. W. 10th Avenue, Suite 200  
Fort Lauderdale, FL 33309  
Tel: (954) 573-1111



**SPECIFIC NOTES:**

1. PROVIDE ALL NECESSARY ELECTRICAL SYMBOLS AND NOTATION FOR THE ELECTRICAL CONTRACTOR TO IDENTIFY THE LOCATION OF ALL ELECTRICAL WORK.
2. PROVIDE ALL NECESSARY ELECTRICAL SYMBOLS AND NOTATION FOR THE ELECTRICAL CONTRACTOR TO IDENTIFY THE LOCATION OF ALL ELECTRICAL WORK.
3. PROVIDE ALL NECESSARY ELECTRICAL SYMBOLS AND NOTATION FOR THE ELECTRICAL CONTRACTOR TO IDENTIFY THE LOCATION OF ALL ELECTRICAL WORK.
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19. PROVIDE ALL NECESSARY ELECTRICAL SYMBOLS AND NOTATION FOR THE ELECTRICAL CONTRACTOR TO IDENTIFY THE LOCATION OF ALL ELECTRICAL WORK.
20. PROVIDE ALL NECESSARY ELECTRICAL SYMBOLS AND NOTATION FOR THE ELECTRICAL CONTRACTOR TO IDENTIFY THE LOCATION OF ALL ELECTRICAL WORK.

**Ground Floor Electrical Plan**  
**Building C**  
 Scale: 1/4" = 1'-0"

**SIMES & BOSCH, P.A.**  
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 2 Florida Park Drive North  
 Palm Beach, FL 33411  
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 204 S. GARD STREET ST. AUGUSTINE, FLA 32084 (904) 884-0979

WALTER JAMES O'KON  
**ARCHITECT**  
 204 S. GARD STREET ST. AUGUSTINE, FLA 32084 (904) 884-0979

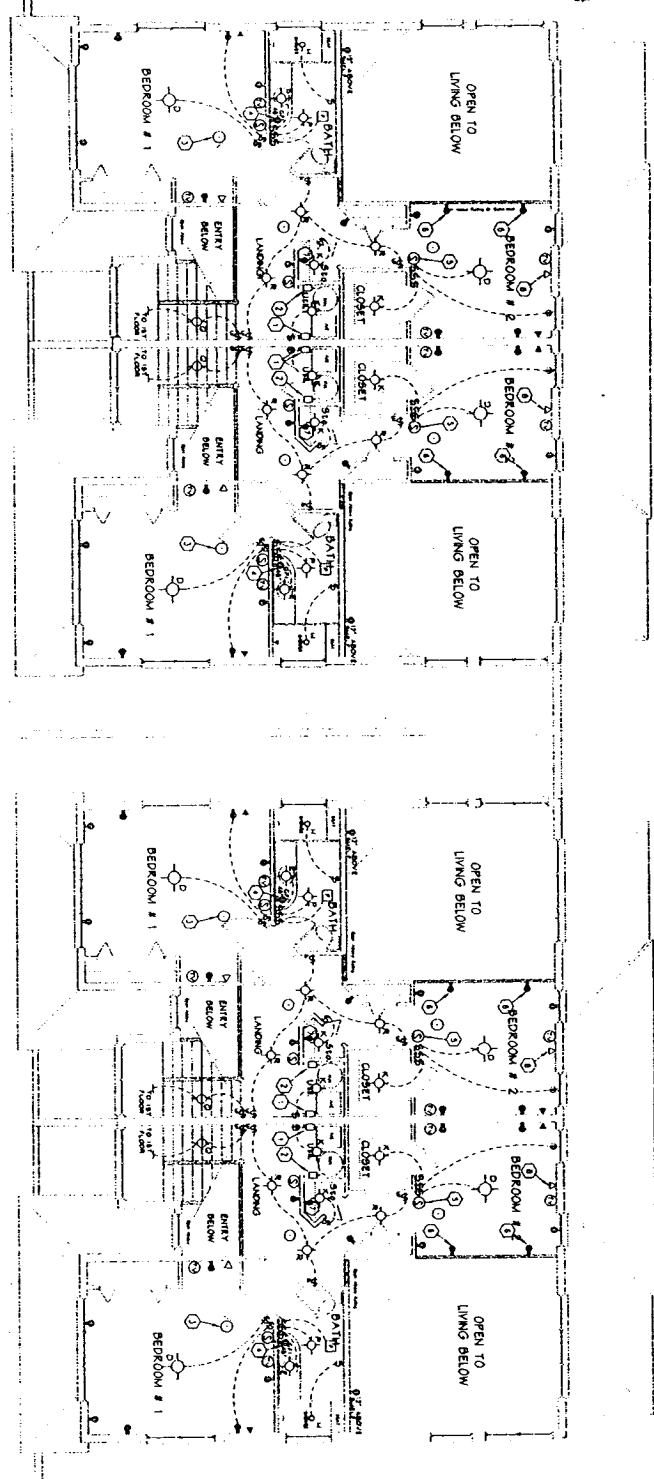
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**PALM WEST HOME BUILDERS**  
 2 Florida Park Drive North  
 Palm Beach, FL 33411  
 Phone: (904) 445-7001  
 Fax: (904) 446-5941

Walter James O'Kon  
**ARCHITECT**  
 204 S. GARD STREET ST. AUGUSTINE, FLA 32084 (904) 884-0979

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**E4**

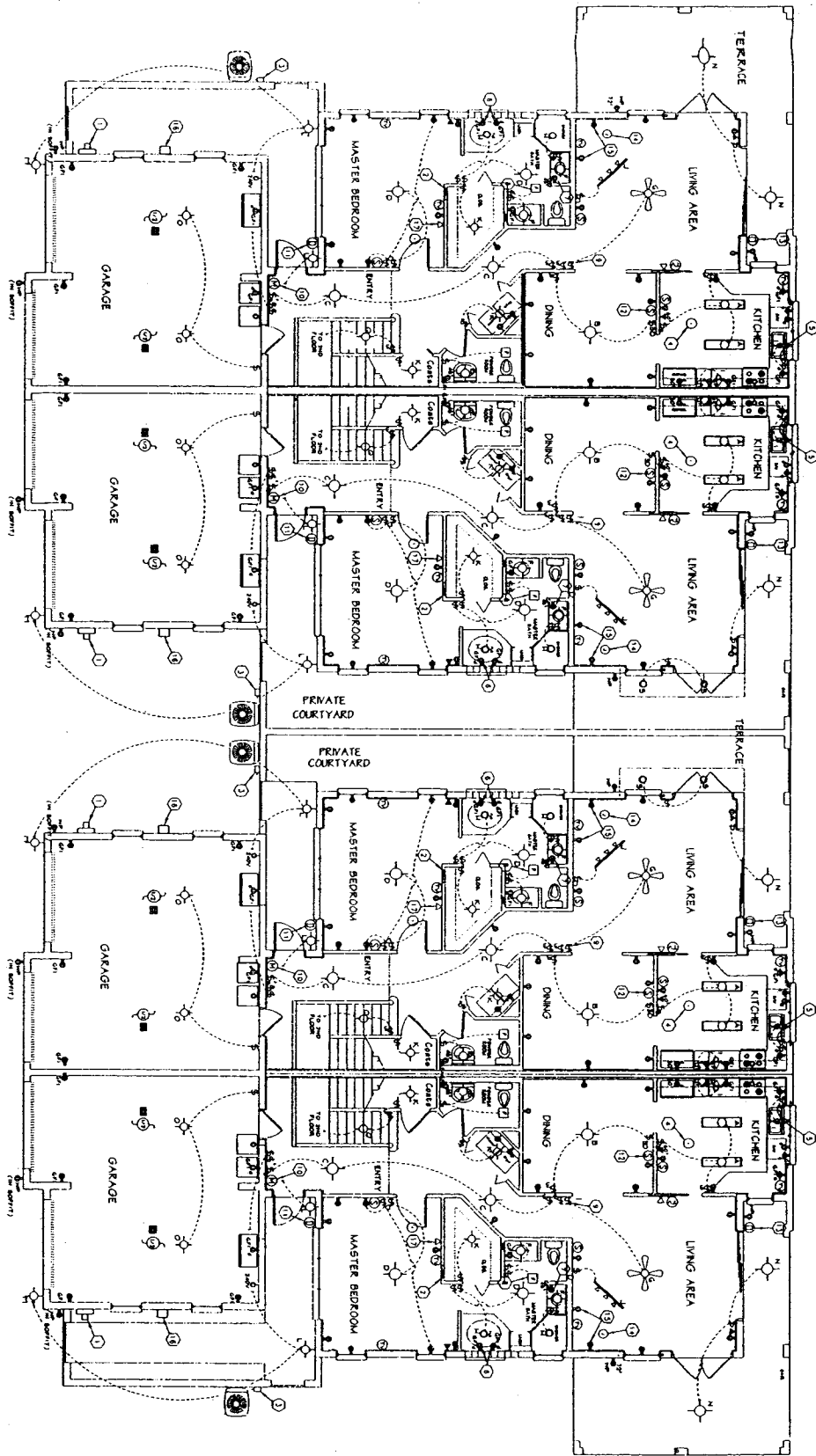
**SPECIFIC NOTES:**

1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE LOCAL ELECTRICAL CODES AND ORDINANCES.
3. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
4. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE ELECTRICAL CONTRACTOR'S SPECIFICATIONS.
5. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE ELECTRICAL CONTRACTOR'S SCHEDULE.
6. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE ELECTRICAL CONTRACTOR'S BIDDING DOCUMENTS.
7. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE ELECTRICAL CONTRACTOR'S PERMITS.
8. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE ELECTRICAL CONTRACTOR'S INSURANCE.
9. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE ELECTRICAL CONTRACTOR'S LICENSE.
10. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE ELECTRICAL CONTRACTOR'S BONDS.



Second Floor Electrical Plan  
Building C  
Scale: 1/4" = 1'-0"

<b>ES</b>	DRAWING	Marked Over Construction <b>Palm West Home Realty</b> PALM BEACH COUNTY, FLORIDA 2nd Fl. Electrical Plan Bldg. C	<b>WALTER JAMES O'KON</b> ARCHITECT 20 S. ANDERSON STREET, SUITE 100, PALM BEACH, FL 33480 (561) 624-5875	00-00 00-00 00-00	21000 Palm West Home Realty Palm Beach, FL 33480 2nd Fl. Electrical Plan Bldg. C Date: 12/15/11 Drawn: [Signature] Checked: [Signature]	<b>SMITH &amp; BOSCH, P.A.</b> CONSULTING ENGINEERS 10000 W. PALM BEACH BLVD., SUITE 100 PALM BEACH, FL 33411 (561) 835-1100
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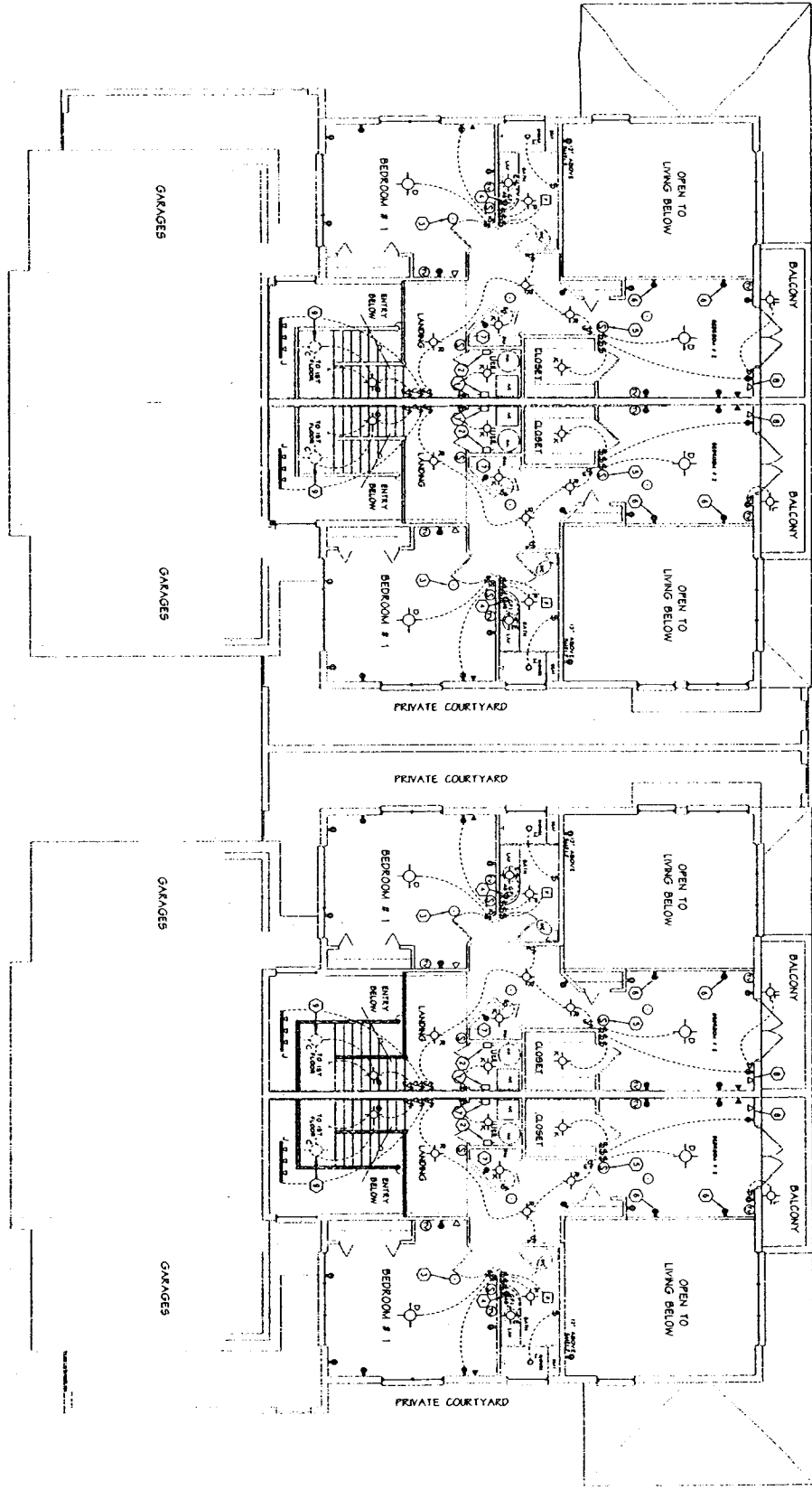
**SPECIFIC NOTES**

1. PROVIDE ALL ELECTRICAL WORK SHOWN ON THIS PLAN IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
2. PROVIDE ALL ELECTRICAL WORK SHOWN ON THIS PLAN IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
3. PROVIDE ALL ELECTRICAL WORK SHOWN ON THIS PLAN IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
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**Ground Floor Electrical Plan**  
**Building D**  
 Scale: 1/4" = 1'-0"

	<p><b>Palin West Home Realty</b>                  PALM BEACH COUNTY, FLORIDA</p>	<p><b>WALTER JAMES OKON</b>                  ARCHITECT</p>	<p><b>PALM BEACH HOME BUILDERS</b></p>	<p>2 Florida Palm Drive North                  Palm Beach, FL 33417                  Office: (561) 445-7001                  Fax: (561) 444-5811</p>	<p><b>SIMES &amp; BOSCH, P.A.</b>                  CONSULTING ENGINEERS</p>
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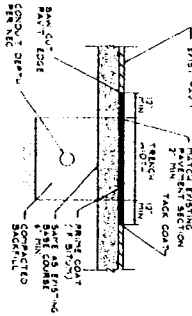


**SPECIFIC NOTES:**

1. PROVIDE ELECTRICAL CODES, CONDUITS, CONDUIT RINGS, AND ALL ELECTRICAL SYMBOLS AND NOTATIONS TO BE SHOWN ON THIS PLAN.
2. PROVIDE ELECTRICAL CODES, CONDUITS, CONDUIT RINGS, AND ALL ELECTRICAL SYMBOLS AND NOTATIONS TO BE SHOWN ON THIS PLAN.
3. PROVIDE ELECTRICAL CODES, CONDUITS, CONDUIT RINGS, AND ALL ELECTRICAL SYMBOLS AND NOTATIONS TO BE SHOWN ON THIS PLAN.
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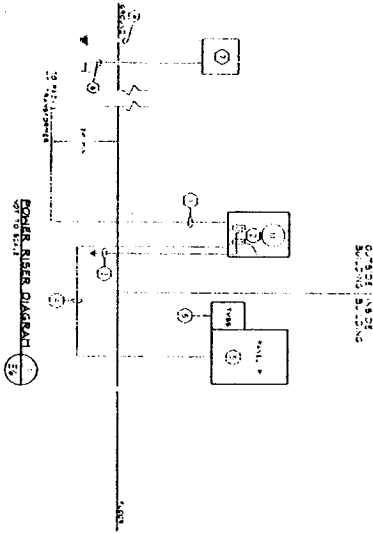
Second Floor Electrical Plan  
 Four Unit Building D  
 Scale: 1/4" = 1'-0"

<p><b>E7</b> OF 14</p>	<p>04-0000</p>	<p>Walter James O'Kon  <b>ARCHITECT</b>          80 A 4th Street St. Augustine, FL 32084 (904) 824-5879</p>	<p>00-00</p>	<p><b>PALMCREST HOME BUILDERS</b>          2312 Palm Coast Rd. Palm Coast, FL 32137          Office (904) 445-7001          Fax (904) 446-5541</p>	<p>SMES &amp; BOSCH, P.A.          CIVIL ENGINEERING          1000 N. W. 10th St., Suite 200          Ft. Lauderdale, FL 33304          (954) 546-1111</p>
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PAVEMENT PATCHING DETAIL E-1  
 1 1/2\"/>

- SPECIFIC NOTES FOR POWER RISER DIAGRAM**
1. THE RISER SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL AND STATE CODES.
  2. THE RISER SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL AND STATE CODES.
  3. THE RISER SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL AND STATE CODES.
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  10. THE RISER SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL AND STATE CODES.



POWER RISER DIAGRAM E-2

**LIGHTING FIXTURE SCHEDULE**

Item No.	Quantity	Description
1	1	1 1/2\"/>
2	1	1 1/2\"/>
3	1	1 1/2\"/>
4	1	1 1/2\"/>
5	1	1 1/2\"/>
6	1	1 1/2\"/>
7	1	1 1/2\"/>
8	1	1 1/2\"/>
9	1	1 1/2\"/>
10	1	1 1/2\"/>

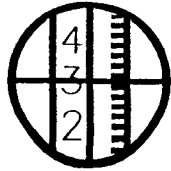
**NEC RESIDENTIAL LOAD CALCULATIONS**

Category	Load (VA)
General Lighting	1,000
Small Appliances	1,500
Laundry	1,500
Water Heaters	1,500
Electric Heating	1,500
Electric Cooling	1,500
Electric Power	1,500
Electric Vehicle	1,500
<b>Total Demand</b>	<b>10,000</b>

RISERS, DETAILS & SCHEDULES

	NORTH COAST COMMUNITIES Palm West Home Realty PALM BEACH COUNTY, FLORIDA Floors, Details & Schedules	WALTER JAMES OKON ARCHITECT 30 S 14th STREET ST. AUGUSTINE, FLA. 32084 (904) 824-5879	SIMES & BOSCH, P.A. CONSULTING ENGINEERS 1100 S. PALM BEACH BLVD., SUITE 200 PALM BEACH, FLORIDA 33480 (561) 832-1100
	01-00-00 E8 OF 24	00-01	PALM WEST HOME REALTY





# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

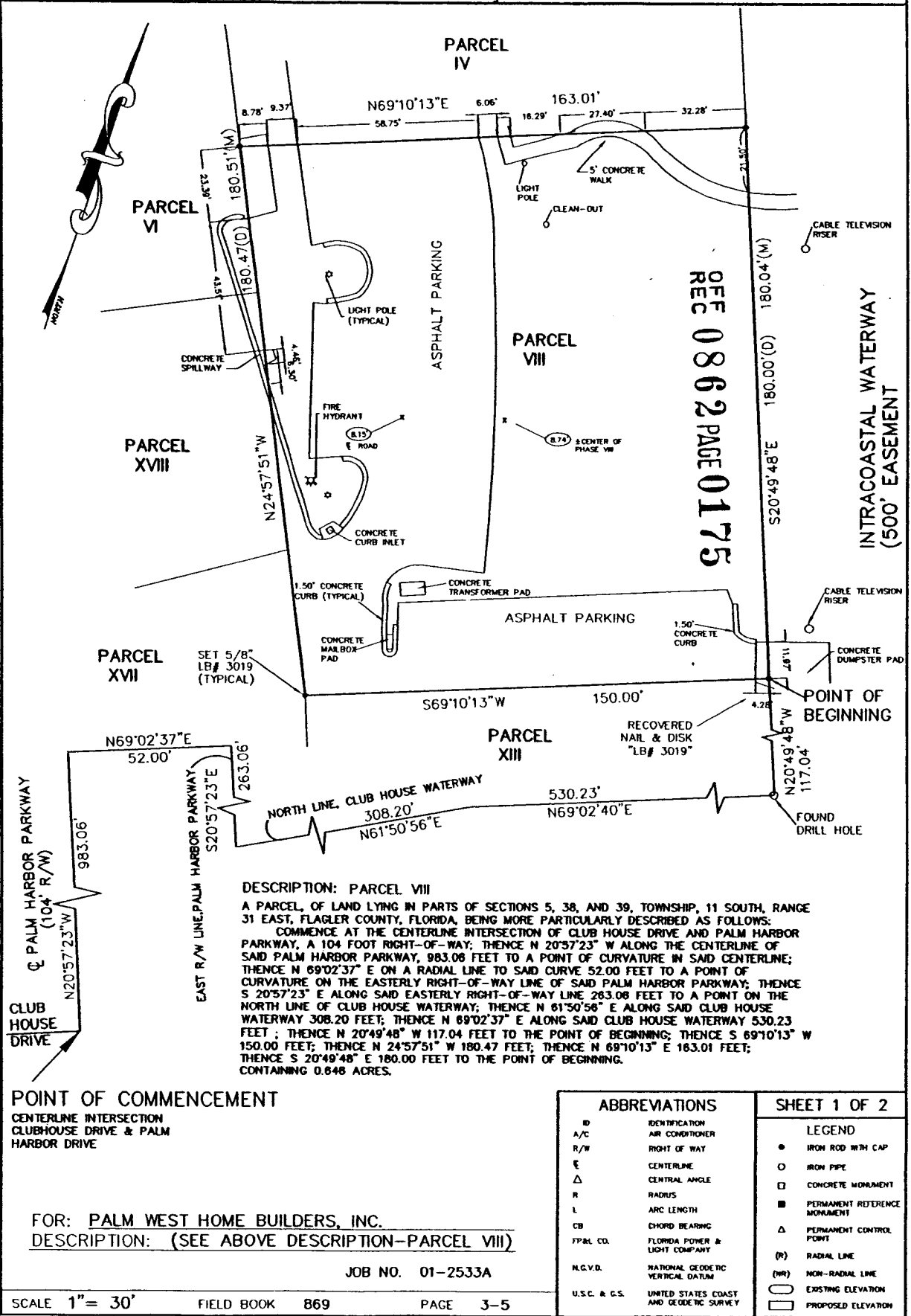
3921 NOVA ROAD

PORT ORANGE, FL. 32127

(386) 761-5385

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REC 0862 PAGE 0175

**DESCRIPTION: PARCEL VIII**

A PARCEL, OF LAND LYING IN PARTS OF SECTIONS 5, 38, AND 39, TOWNSHIP, 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCE AT THE CENTERLINE INTERSECTION OF CLUB HOUSE DRIVE AND PALM HARBOR PARKWAY, A 104 FOOT RIGHT-OF-WAY; THENCE N 20°57'23" W ALONG THE CENTERLINE OF SAID PALM HARBOR PARKWAY, 983.08 FEET TO A POINT OF CURVATURE IN SAID CENTERLINE; THENCE N 69°02'37" E ON A RADIAL LINE TO SAID CURVE 52.00 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID PALM HARBOR PARKWAY; THENCE S 20°57'23" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE 263.08 FEET TO A POINT ON THE NORTH LINE OF CLUB HOUSE WATERWAY; THENCE N 61°50'56" E ALONG SAID CLUB HOUSE WATERWAY 308.20 FEET; THENCE N 69°02'37" E ALONG SAID CLUB HOUSE WATERWAY 530.23 FEET; THENCE N 20°49'48" W 117.04 FEET TO THE POINT OF BEGINNING; THENCE S 69°10'13" W 150.00 FEET; THENCE N 24°57'51" W 180.47 FEET; THENCE N 69°10'13" E 163.01 FEET; THENCE S 20°49'48" E 180.00 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 0.648 ACRES.

**POINT OF COMMENCEMENT**

CENTERLINE INTERSECTION  
 CLUBHOUSE DRIVE & PALM  
 HARBOR DRIVE

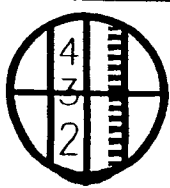
FOR: PALM WEST HOME BUILDERS, INC.  
 DESCRIPTION: (SEE ABOVE DESCRIPTION-PARCEL VIII)

JOB NO. 01-2533A

SCALE 1" = 30'      FIELD BOOK 869      PAGE 3-5

ABBREVIATIONS		SHEET 1 OF 2
ID	IDENTIFICATION	<b>LEGEND</b> ● IRON ROD WITH CAP ○ IRON PIPE □ CONCRETE MONUMENT ■ PERMANENT REFERENCE MONUMENT ▲ PERMANENT CONTROL POINT (R) RADIAL LINE (NR) NON-RADIAL LINE ○ EXISTING ELEVATION □ PROPOSED ELEVATION
A/C	AIR CONDITIONER	
R/W	RIGHT OF WAY	
CL	CENTERLINE	
∠	CENTRAL ANGLE	
R	RADIUS	
L	ARC LENGTH	
CB	CHORD BEARING	
FP&L CO.	FLORIDA POWER & LIGHT COMPANY	
N.G.V.D.	NATIONAL GEODESIC VERTICAL DATUM	
U.S.C. & G.S.	UNITED STATES COAST AND GEODESIC SURVEY	





# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

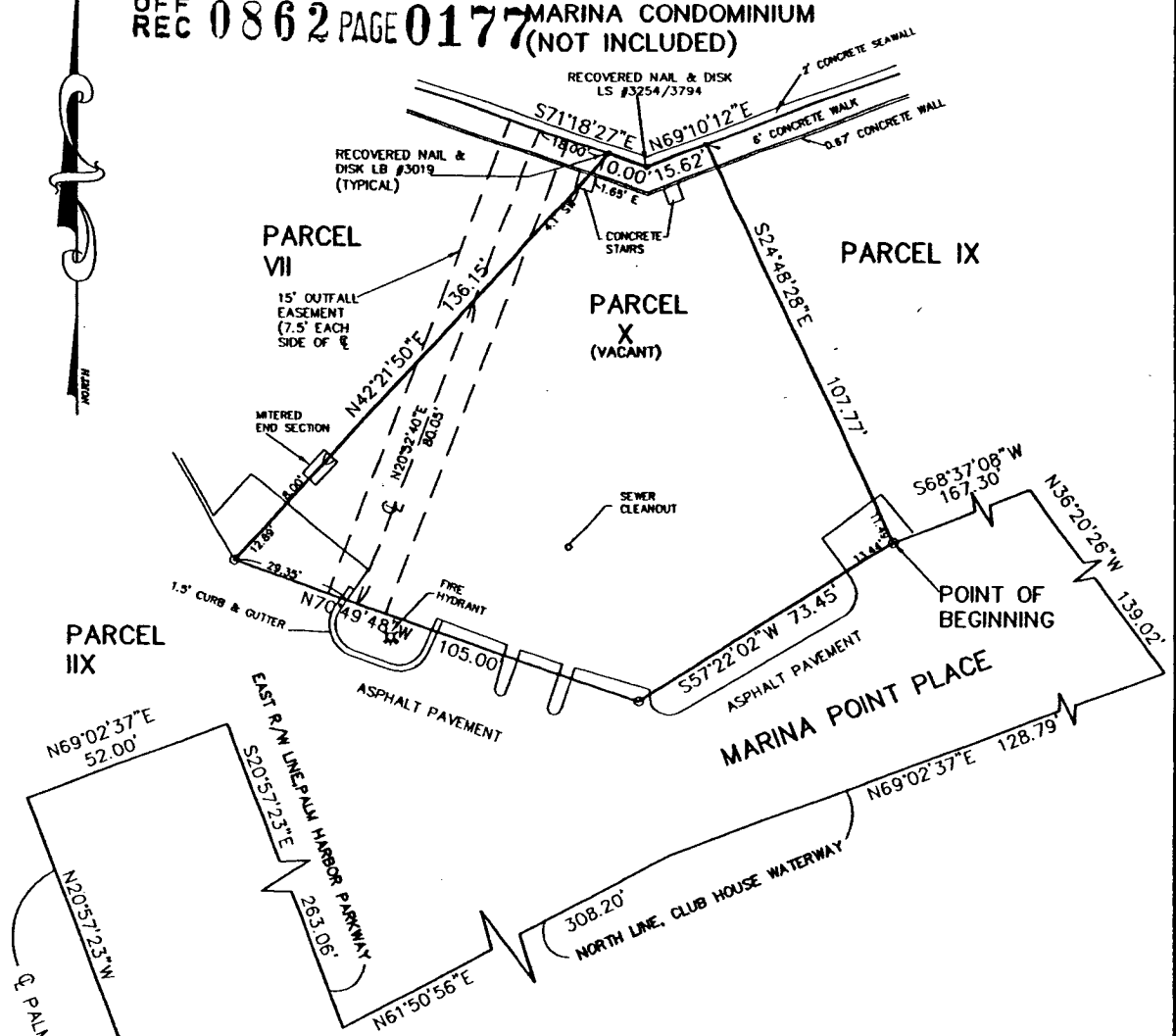
LICENSED BUSINESS CERTIFICATION NO. 3019

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OFF REC 0862 PAGE 0177 MARINA CONDOMINIUM  
(NOT INCLUDED)



**DESCRIPTION: PARCEL X**

A PARCEL OF LAND LYING IN PARTS OF SECTIONS 5, 38 AND 39, TOWNSHIP 11 SOUTH RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTERLINE INTERSECTION OF CLUB HOUSE DRIVE AND PALM HARBOR PARKWAY, A 104 FOOT RIGHT-OF-WAY; THENCE N 20°57'23" W ALONG THE CENTERLINE OF SAID PALM HARBOR PARKWAY, 983.08 FEET TO A POINT OF CURVATURE IN SAID CENTERLINE; THENCE N 69°02'37" E ON A RADIAL LINE TO SAID CURVE 52.00 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID PALM HARBOR PARKWAY; THENCE S 20°57'23" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE 263.08 FEET TO A POINT ON THE NORTH LINE OF CLUB HOUSE WATERWAY; THENCE N 61°50'56" E ALONG SAID NORTH LINE OF CLUB HOUSE WATERWAY 308.20 FEET; THENCE N 69°02'37" E ALONG NORTH LINE OF CLUB HOUSE WATERWAY 128.79 FEET; THENCE N 36°20'28" W 139.02 FEET; THENCE S 68°37'08" W 167.30 FEET TO THE POINT OF BEGINNING; THENCE S 57°22'02" W 73.45 FEET; THENCE N 70°49'48" W 105.00 FEET; THENCE N 42°21'50" E 136.15 FEET; THENCE S 71°18'27" E 10.00 FEET; THENCE N 69°10'12" E 15.62 FEET; THENCE S 24°48'28" E 107.77 FEET TO THE POINT OF BEGINNING.  
CONTAINING 0.277 ACRES.

**POINT OF COMMENCEMENT**  
CENTERLINE INTERSECTION  
CLUBHOUSE DRIVE & PALM  
HARBOR DRIVE

FOR: PALM WEST HOME BUILDERS, INC.

DESCRIPTION: (SEE DESCRIPTION ABOVE-PARCEL X)

JOB#01-25338

SCALE 1"=30'

FIELD BOOK 862

PAGE 27

**ABBREVIATIONS**

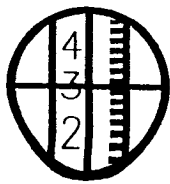
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
CL	CENTERLINE
CA	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

**SHEET 1 OF 2**

LEGEND	
●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
▲	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

B-6931B





# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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PORT ORANGE, FL. 32127  
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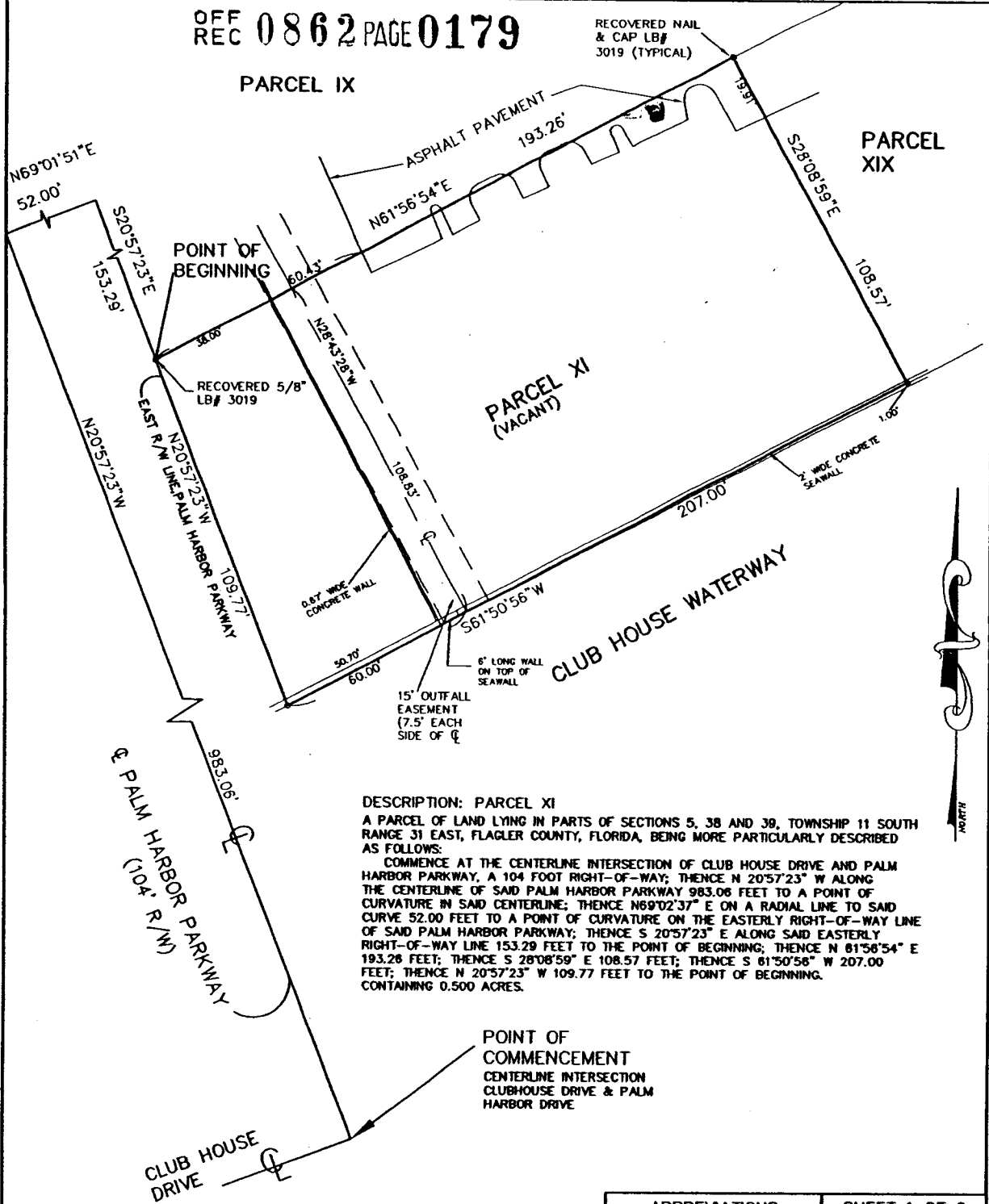
OFF REC 0862 PAGE 0179

RECOVERED NAIL & CAP LB# 3019 (TYPICAL)

PARCEL IX

PARCEL XIX

PARCEL XI (VACANT)



**DESCRIPTION: PARCEL XI**

A PARCEL OF LAND LYING IN PARTS OF SECTIONS 5, 38 AND 39, TOWNSHIP 11 SOUTH RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTERLINE INTERSECTION OF CLUB HOUSE DRIVE AND PALM HARBOR PARKWAY, A 104 FOOT RIGHT-OF-WAY; THENCE N 20°57'23" W ALONG THE CENTERLINE OF SAID PALM HARBOR PARKWAY 983.06 FEET TO A POINT OF CURVATURE IN SAID CENTERLINE; THENCE N69°02'37" E ON A RADIAL LINE TO SAID CURVE 52.00 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID PALM HARBOR PARKWAY; THENCE S 20°57'23" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE 153.29 FEET TO THE POINT OF BEGINNING; THENCE N 61°56'54" E 193.26 FEET; THENCE S 28°08'59" E 108.57 FEET; THENCE S 81°50'56" W 207.00 FEET; THENCE N 20°57'23" W 109.77 FEET TO THE POINT OF BEGINNING. CONTAINING 0.500 ACRES.

POINT OF COMMENCEMENT  
CENTERLINE INTERSECTION  
CLUBHOUSE DRIVE & PALM  
HARBOR DRIVE

FOR: PALM WEST HOME BUILDERS, INC.  
DESCRIPTION: (SEE DESCRIPTION ABOVE- PARCEL XI)

JOB#01-2533C

**ABBREVIATIONS**

A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
CL	CENTERLINE
∠	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

**SHEET 1 OF 2**

**LEGEND**

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

SCALE 1" = 30'

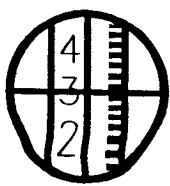
FIELD BOOK

862

PAGE 27

B-6931C





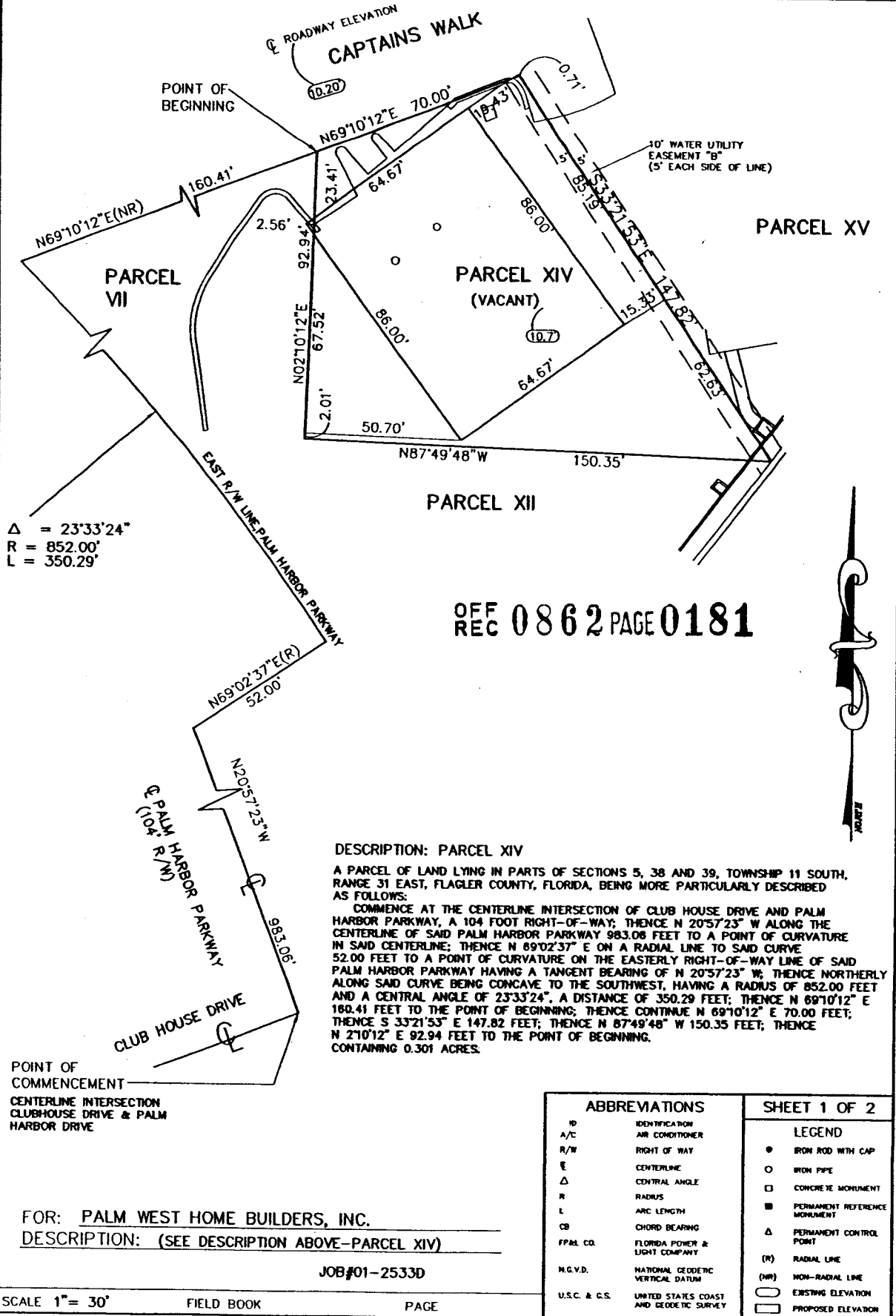
# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD  
PORT ORANGE, FL 32127  
(386) 761-5385

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$\Delta = 23^{\circ}33'24''$   
R = 852.00'  
L = 350.29'

OFF REC 0862 PAGE 0181

**DESCRIPTION: PARCEL XIV**

A PARCEL OF LAND LYING IN PARTS OF SECTIONS 5, 38 AND 39, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTERLINE INTERSECTION OF CLUB HOUSE DRIVE AND PALM HARBOR PARKWAY, A 104 FOOT RIGHT-OF-WAY; THENCE N 20°57'23" W ALONG THE CENTERLINE OF SAID PALM HARBOR PARKWAY 983.08 FEET TO A POINT OF CURVATURE IN SAID CENTERLINE; THENCE N 69°02'37" E ON A RADIAL LINE TO SAID CURVE 52.00 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID PALM HARBOR PARKWAY HAVING A TANGENT BEARING OF N 20°57'23" W; THENCE NORTHERLY ALONG SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 852.00 FEET AND A CENTRAL ANGLE OF 23°33'24", A DISTANCE OF 350.29 FEET; THENCE N 69°10'12" E 160.41 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 69°10'12" E 70.00 FEET; THENCE S 33°21'53" E 147.82 FEET; THENCE N 87°49'48" W 150.35 FEET; THENCE N 2°10'12" E 92.94 FEET TO THE POINT OF BEGINNING. CONTAINING 0.301 ACRES.

POINT OF COMMENCEMENT  
CENTERLINE INTERSECTION  
CLUBHOUSE DRIVE & PALM  
HARBOR DRIVE

FOR: PALM WEST HOME BUILDERS, INC.  
DESCRIPTION: (SEE DESCRIPTION ABOVE-PARCEL XIV)

JOB#01-2533D

SCALE 1" = 30'

FIELD BOOK

PAGE

ABBREVIATIONS		SHEET 1 OF 2
ID	IDENTIFICATION	<b>LEGEND</b> ● IRON ROD WITH CAP ○ IRON PIPE □ CONCRETE MONUMENT ■ PERMANENT REFERENCE MONUMENT Δ PERMANENT CONTROL POINT (R) RADIAL LINE (NR) NON-RADIAL LINE ○ EXISTING ELEVATION □ PROPOSED ELEVATION
A/C	AIR CONDITIONER	
R/W	RIGHT OF WAY	
E	CENTERLINE	
Δ	CENTRAL ANGLE	
R	RADIUS	
L	ARC LENGTH	
CB	CHORD BEARING	
FP&L CO.	FLORIDA POWER & LIGHT COMPANY	
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM	
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY	





EXHIBIT B  
TO  
DECLARATION OF CONDOMINIUMSCHEDULE OF SHARE OF COMMON ELEMENTS,  
COMMON SURPLUS AND COMMON EXPENSE  
APPURTENANT TO EACH UNIT

<u>Unit #:</u>	<u>Share of Common Elements:</u>	<u>Share of Common Surplus:</u>	<u>Share of Common Expense:</u>
1	1/12	1/12	1/12
2	1/12	1/12	1/12
3	1/12	1/12	1/12
4	1/12	1/12	1/12
17	1/12	1/12	1/12
18	1/12	1/12	1/12
28	1/12	1/12	1/12
29	1/12	1/12	1/12
73	1/12	1/12	1/12
74	1/12	1/12	1/12
75	1/12	1/12	1/12
76	1/12	1/12	1/12

EXHIBIT C  
TO  
DECLARATION OF CONDOMINIUM

OFF REC 0862 PAGE 0184

ARTICLES OF INCORPORATION

(See attached Articles as amended)



OFF REC 0862 PAGE 0185

FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

October 31, 2001

UCC FILING & SEARCH SERVICES, INC.  
526 E PARK AVE  
TALLAHASSEE, FL 32301

The Articles of Incorporation for MARINA COVE LANDINGS CONDOMINIUM ASSOCIATION, INC. were filed on October 31, 2001 and assigned document number N01000007733. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.

A CORPORATION ANNUAL REPORT/UNIFORM BUSINESS REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT/UNIFORM BUSINESS REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.

A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT/UNIFORM BUSINESS REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT/UNIFORM BUSINESS REPORT AT 1-800-829-3676 AND REQUEST FORM SS-4.

SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT/UNIFORM BUSINESS REPORT NOTICES REACH YOU.

Should you have any questions regarding corporations, please contact this office at the address given below.

Judy Eure, Corporate Section Administrator  
Public Assistance

Letter Number: 101A00059521

# State of Florida



Department of State

OFF REC 0862 PAGE 0186

I certify the attached is a true and correct copy of the Articles of Incorporation of MARINA COVE LANDINGS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on October 31, 2001, as shown by the records of this office.

The document number of this corporation is N01000007733.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Thirty-first day of October, 2001



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

**ARTICLES OF INCORPORATION  
OF  
MARINA COVE LANDINGS CONDOMINIUM ASSOCIATION, INC.**

(A Corporation not for profit under  
the laws of the State of Florida.)

01 OCT 21 AM 10:37  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

APPROVED  
AND  
FILED

The undersigned, hereby associate themselves into a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

**ARTICLE 1  
NAME**

OFF REC 0862 PAGE 0187

The name of the corporation shall be MARINA COVE LANDINGS CONDOMINIUM ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as "the Association."

**ARTICLE 2  
PURPOSE**

2.1 The purpose for which the Association is organized is to provide an entity pursuant to Section 718.111 of the Condominium Act, which is Chapter 718, Florida Statutes, for the operation and management of Marina Cove Landings, a Residential Condominium (hereafter the "Condominium"), a condominium to be established, located on lands in Flagler County, Florida, owned by A C Real Estate Development Corp., a Utah corporation, and to undertake the duties and acts incident to administration, management and operation of said condominium.

2.2 The Association shall make no distributions of income to its members, directors or officers, being conducted as a non-profit organization for the benefit of its members.

**ARTICLE 3  
POWERS**

The Association shall have the following powers:

3.1 The Association shall have all of the common-law and statutory powers of a corporation not for profit.

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act, By-Laws of the Association and Chapters 607 and 617, Florida Statutes and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration of Condominium to be recorded (hereinafter the "Declaration"), as it may be amended from time to time, including but not limited to the following:

a. To make and establish reasonable rules and regulations governing the use of Units, Common Property, and Limited Common Property in the Condominium, as said terms may be defined in the Declaration.

b. To make and collect assessments against members of the Association as unit owners to defray the costs, expenses and losses of the Condominium, provided that no charge shall be made in violation of the Condominium Act.

c. To use the proceeds of assessments in the exercise of its powers and duties. The assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including, but not limited to, work within retention areas, drainage structures and drainage easements and for maintenance and repair of private roads, landscaping and walls within common areas.

d. To maintain, repair, replace, operate and manage the property comprising the Condominium, including the right to reconstruct improvements after casualty and to make further improvements of the Condominium property.

e. To acquire, own, manage, maintain and repair real and personal property.

f. To purchase insurance upon the Condominium property and insurance for the protection of the Association and its members as unit owners and officers and directors.

g. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles of Incorporation, the By-Laws of the Association and the rules and regulations governing the use of the property in the Condominium.

h. To contract for the management of the Condominium and to delegate to such contractors all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.

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

j. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Declaration of Condominium aforementioned.

k. To acquire title to property or otherwise hold property for the use and benefit of its members.

l. To operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the necessary and applicable St. Johns River Water Management District permit requirements and applicable District rules, and to assist in the enforcement of the restrictions and covenants contained thereon.

m. To approve or disapprove the transfer, leasing, mortgaging and ownership of units as may be provided by the Declaration of Condominium and the By-Laws.

3.3 All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

#### ARTICLE 4 MEMBERS

The qualification of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

4.1 The members of the Association shall consist of all of the record owners of units in the Condominium. No other persons or entities shall be entitled to membership except as provided in Paragraph 4.5 of this Article 4. After termination of the Condominium, the members of the Association shall consist of those who are members at the time of such termination and their successors and assigns.

4.2 Change of membership in the Association shall be established by recording in the Public Records of Flagler County, Florida, a deed or other instrument establishing a record title to a unit in the Condominium. The owner or owners designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated. The Association may require delivery to the Association of a true copy of the recorded deed as a condition of permitting the exercise of the right to vote and to use the common property.

4.3 The interest 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. The funds and assets of the Association belong solely to the Association subject to the limitation that same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Condominium, and in the By-Laws which may be hereafter adopted.

4.4 On all matters on which the membership shall be entitled to vote, there shall be one vote appurtenant to each unit, which vote may be exercised or cast by the owner or owners of each unit in such manner as may be provided by the By-Laws hereafter adopted by the Association. Should any member own more than one (1) unit, such member shall be entitled to exercise or cast the aggregate of votes appurtenant to the units he owns, in the manner provided in the By-Laws.

4.5 Until such time as some portion of the property is submitted to a Plan of Condominium Ownership by the recordation of said Declaration of Condominium, the membership of the corporation shall be comprised of the subscriber of these Articles.

ARTICLE 5  
INCORPORATOR

OFF REC 0862 PAGE 0190

5.1 The name and address of the Incorporator of the Association is as follows:

<u>Name</u>	<u>Address</u>
Denis P. Coleman, Jr.	P.O. Box 2615 Palm Beach, Florida 33480

ARTICLE 6  
PRINCIPAL OFFICE

The principal office of the Association shall be initially located at P.O. Box 353187, Palm Coast, Florida 32135-3187, Attn: Leas Stokes – Preferred Management Services, Inc., but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE 7  
DIRECTORS

7.1 The affairs of the Association will be managed by a Board consisting of not less than three (3) directors. Directors need not be members of the Association. The number of members of the Board of Directors shall be as provided from time to time by the By-Laws of the Association, and in the absence of such determination, and for so long as the Developer shall be entitled to elect a director, shall consist of three (3) directors. Directors need not be members of the Association.

7.2 Except as provided in section 7.4, Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

7.3 The names and addresses of the members of the first Board of Directors who shall hold office until their successors have qualified, are as follows:

Denis P. Coleman, Jr.	P.O. Box 2615, Palm Beach, FL 33480
Thomas R. Anderson	31 Roebling Road, Bernardsville, NJ 07924
Fred W. Lewers	8 Carlos Court, Palm Coast, FL 32137

7.4 a. The Board of Directors shall call a special members meeting promptly after A C Real Estate Development Corp., as the developer of Marina Cove Landings, a Residential Condominium (hereinafter the "Developer"), has conveyed nine (9) of the units, at which meeting the unit owners other than the Developer shall elect one (1) member of the Board of Directors and the Developer shall name two (2) members of the Board of Directors.



b. The Board of Directors shall call a special members meeting upon the first to occur of the following:

- (i) Within three (3) years after 50% of the units that will ultimately be operated by the Association have been conveyed to purchasers; or
- (ii) Four (4) months after 75% of the units that will ultimately be operated by the Association have been conveyed to purchasers; or
- (iii) Within three (3) months after 90% of the units that will ultimately be operated by the Association have been conveyed to purchasers; or
- (iv) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or
- (v) When all the units that will ultimately be operated by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or
- (vi) Seven (7) years following the conveyance of the first unit; or
- (vii) At such earlier time as Developer waives its right to select two directors

at which meeting the unit owners other than the Developer shall elect a director to replace one of the directors named by the Developer, so that there shall be two (2) directors elected by unit owners other than the Developer and one (1) director elected by the Developer. The Developer shall be entitled to elect one member of the Board of Directors of the Association so long as the Developer holds for sale in the ordinary course of business at least one (1) Unit.

7.5 Within sixty (60) days following the end of the fiscal or calendar year, or annually as provided in the By-Laws of the Association, the Board of Directors shall mail or furnish by personal delivery to each Unit Owner a financial report as provided in Section 718.111(13), Florida Statutes.

#### ARTICLE 8 OFFICERS

The affairs of the Association shall be administered by the officers elected by the Board of Directors at its first meeting following the election of one of the members of the Board of Directors by the unit owners other than the Developer, and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
Denis P. Coleman, Jr.	President	P.O. Box 2615 Palm Beach, FL 33480
Thomas R. Anderson	Vice President	31 Roebling Road Bernardsville, NJ 07924
Fred W. Lewers	Secretary/Treasurer	8 Carlos Court Palm Coast, FL 32137

ARTICLE 9  
INDEMNIFICATION

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 or her in connection with any proceeding or any settlement of any proceeding to which he or she may be a party or in which he may become involved by reason of his or her being or having been a director or officer of the Association, whether or not he or she is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties. 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 10  
BY-LAWS

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

ARTICLE 11  
TERM

The term of the Association shall be perpetual.

ARTICLE 12  
AMENDMENTS

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

12.1 A Resolution for the adoption of a proposed amendment may be proposed by the Board of Directors or by owners of a majority of the units in the Condominium, whether meeting as members or by instrument in writing signed by them.

12.2 Upon any amendment or amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a day no sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the secretary to give to each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed to or presented personally to each member not less than fourteen (14) nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member waive such notice, and such waiver when filed in the records of the corporation, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than 60 percent of the units in the Condominium in order for such amendment or amendments to become effective.

A copy of each amendment, after it has become effective, shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida, and upon the registration of such amendment or amendments with said Secretary of State, a certified copy thereof shall be recorded in the public records of Flagler County, Florida, promptly.

12.3 At any meeting held to consider any amendment or amendments of these Articles of Incorporation, the written vote of any member of the Association shall be recognized, if such member is not in attendance at such meeting or represented there at by proxy, provided such written vote is delivered to the Secretary of the Association prior to such meeting.

12.4 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 execution of a deed.

12.5 No amendment shall make any changes in the qualification for membership nor the voting rights of members, nor any change in Section 3.3 of Article 3 hereof, without approval in writing of all members and the joinder of all record owners of first mortgages upon the Condominium. No amendment to these Articles of Incorporation which would abridge, amend or alter the rights of the Developer, including the right to designate and select members of the Board of Directors of the Association as provided in Article 7 hereof, or which would restrict or modify the rights and powers of the initial Board of Directors may be adopted or become effective without the prior written consent of Developer. No amendment which would abridge, amend or alter any rights of the first mortgagees shall be made without written approval of all such mortgagees.

ARTICLE 13  
DISSOLUTION

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

IN WITNESS WHEREOF, the subscriber has affixed his signature this the 25th day of October, A.D. 2001.

WITNESSES:

Danielle M. Dahl  
Danielle M. Dahl  
(name printed or typed)

Charles B. Ankrum  
CHARLES B ANKRUM  
(name printed or typed)

By: Denis P. Coleman, Jr.  
Name: Denis P. Coleman, Jr.  
Title: President and Director

STATE OF FLORIDA  
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 25th day of October,  
2001, by Denis P. Coleman, Jr., as President and Director. He is personally known to me or has  
produced N/A as identification.

NOTARY PUBLIC:

Sign: Susan A. Esposito

Print: Susan A. Esposito

State of Florida At Large

(Seal)

My Commission Expires: June 15th, 2003

Title/Rank: \_\_\_\_\_

Commission Number: CC 839805

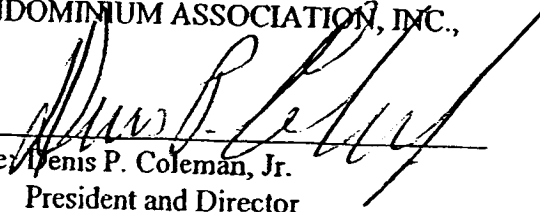


**CERTIFICATE DESIGNATING REGISTERED  
AGENT AND STREET ADDRESS FOR  
SERVICE OF PROCESS**

**OFF REC 0862 PAGE 0196**

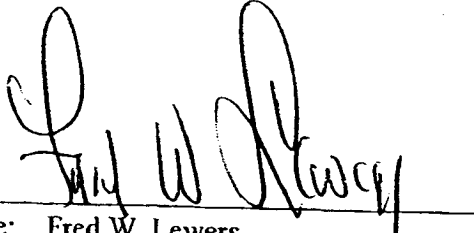
Pursuant to Section 48.091, Florida Statutes, MARINA COVE LANDINGS CONDOMINIUM ASSOCIATION, INC., desiring to incorporate under the laws of the State of Florida hereby designates Fred W. Lewers, 8 Carlos Court, Palm Coast, FL 32137, as its Registered Agent and the street address of its registered office, respectively, for the service of process within the State of Florida.

MARINA COVE LANDINGS  
CONDOMINIUM ASSOCIATION, INC.,

By:   
Name: Denis P. Coleman, Jr.  
Title: President and Director

**ACCEPTANCE OF DESIGNATION**

The undersigned hereby accepts the foregoing designation as Registered Agent of MARINA COVE LANDINGS CONDOMINIUM ASSOCIATION, INC., for the service of process within the State of Florida until further notice.

By:   
Name: Fred W. Lewers

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

01 OCT 31 AM 10:37

APPROVED  
AND  
FILED

ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF

OFF REC 0862 PAGE 0197

MARINA COVE LANDINGS CONDOMINIUM ASSOCIATION, INC.

Pursuant to the provisions of section 617.1006, Florida Statutes, the undersigned Florida nonprofit corporation adopts the following articles of amendment to its articles of incorporation.

1. The following amendment to the Articles of Incorporation was adopted by the members of the corporation:

Article 7.1 of the Articles of Incorporation of Marina Cove Landings Condominium Association, Inc. (the "Corporation") is amended to read as follows:

The affairs of the Association will be managed by a Board consisting of not less than three (3) directors. Directors need not be members of the Association. The number of members of the Board of Directors shall be as provided from time to time by the By-Laws of the Association, and in the absence of such determination, and for so long as the Developer shall be entitled to elect a director, shall consist of three (3) directors. Directors need not be members of the Association, even after the Developer turns over control of the Association as provided herein.

Article 7.4 of the articles of incorporation of Marina Cove Landings Condominium Association, Inc. (the "Corporation") is amended to read as follows:

- a. When unit owners other than the Developer own 15% of the units of Marina Cove Landings Condominium, the unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the board of administration of the association. Unit owners other than the Developer are entitled to elect not less than a majority of the members of the board of administration of the association upon the first to occur of the following:
  - i. Three years after 50 percent of the units that will ultimately be operated by the Association have been conveyed to purchasers;
  - ii. Three months after 90 percent of the units that will ultimately be operated by the Association have been conveyed to purchasers;
  - iii. When all the units that will ultimately be operated by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;
  - iv. When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

- v. Seven years after recordation of the declaration of condominium; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after recordation of the declaration creating the initial phase,

whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

Article 12.5 of the articles of incorporation of Marina Cove Landings Condominium Association, Inc. (the "Corporation") is amended to read as follows:

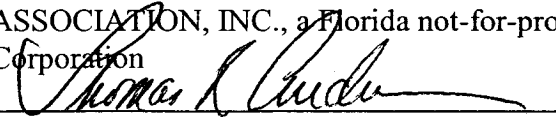
No amendment shall make any changes in the qualification for membership nor the voting rights of members, nor any change in Section 3.3 of Article 3 hereof, without approval in writing of at least two-thirds (2/3) of the members and the joinder of all record owners of first mortgages upon the Condominium. No amendment to these Articles of Incorporation which would abridge, amend or alter the rights of the Developer, including the right to designate and select members of the Board of Directors of the Association as provided in Article 7 hereof, or which would restrict or modify the rights and powers of the initial Board of Directors may be adopted or become effective without the prior written consent of Developer. No amendment which would abridge, amend or alter any rights of the first mortgagees shall be made without written approval of all such mortgagees.

2. The date of adoption of the amendment was September 23, 2002.

3. The amendment was adopted by the members and the number of votes cast for the amendment was sufficient for approval.

IN WITNESS WHEREOF, the undersigned officer of the Corporation has executed these Articles of Amendment on September 23, 2002.

MARINA COVE LANDINGS CONDOMINIUM  
ASSOCIATION, INC., a Florida not-for-profit  
Corporation

  
By: Thomas Anderson  
Its: President

("Corporate Seal")



EXHIBIT D  
TO  
DECLARATION OF CONDOMINIUM

BY-LAWS

(See attached Bylaws)

OFF REC 0862 PAGE 0199

**BY-LAWS  
OF  
MARINA COVE LANDINGS CONDOMINIUM ASSOCIATION, INC.**

(A corporation not for profit under the Laws of the State of Florida.)

1. **Identity.**

These are the By-Laws of MARINA COVE LANDINGS CONDO ASSOCIATION , INC., called "Association" in these By-Laws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the Office of the Secretary of State on October 31, 2001. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes, (called the Condominium Act in these By-Laws) which condominium is identified by the name Marina Cove Landings, a Residential Condominium (hereinafter the "Condominium"), and is located at Flagler County, Florida on lands more fully described in the Declaration of Condominium for Marina Cove Landings Condominium.

1.1 The provisions of these By-Laws are applicable to MARINA COVE LANDINGS CONDOMINIUM ASSOCIATION, INC., and the terms and provisions hereof are expressly subject to and shall be controlled by the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and which may be contained in the formal Declaration of Condominium which will be recorded in the Public Records of Flagler County, Florida.

1.2 All present or future owners, tenants, future tenants, or their employees, or any other person that might use Marina Cove Landings, a Residential Condominium, or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws and in said Articles of Incorporation and Declaration of Condominium and the rules and regulations adopted pursuant thereto.

1.3 The office of the Association shall be at P.O. Box 353187, Palm Coast, Florida 32135-3187, Attn: Leas Stokes – Preferred Management Services, Inc., but the Association may maintain offices and transact business in such other places within Flagler County and the State of Florida as may from time to time be designated by the Board of Directors. However, the official records of the Association shall be maintained in Flagler County, Florida, or within fifty (50) miles of the Condominium if maintained in another County. The records of the Association shall be made available to a Unit owner within five (5) working days after receipt of written request by the Board of its designee. This Paragraph may be complied with by having a copy of the Official Records of the Association available for inspection or copying on the condominium property or Association property.

1.4 The fiscal year of the Association shall be the calendar year.

1.5 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.

1.6 The Developer of Marina Cove Landings, a Residential Condominium is A C Real Estate Development Corp., a Utah corporation (hereinafter the "Developer").

2. **Membership, Voting, Quorum, Proxies.**

2.1 The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members, shall be as set forth in Article 4 of the Articles of Incorporation of the Association, which provisions are incorporated herein by reference.

2.2 At member's meetings, a quorum shall constitute owners of units to which more than fifty percent (50%) of the common elements of the Condominium are appurtenant present in person or by proxy. Actions approved by a majority of voting interests present at a meeting at which a quorum is present shall constitute the acts of the Association, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, or other provisions of these By-Laws.

2.3 Votes may be cast in person or by proxy. Unit owners may not vote by general proxy, but may but may vote by limited proxies. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to amend the declaration; for votes taken to amend the articles of incorporation or bylaws; and for any other matter for which applicable Florida law requires or permits a vote of the unit owners. Except as provided in Florida Statutes Section 718.112(2)(d), no proxy, limited or general, shall be used in the election of board members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. Unit owners may vote in person at unit owner meetings. Nothing contained herein shall limit the use of general proxies or require the use of limited proxies for any agenda item or election at any meeting of a timeshare condominium association. Any proxy given shall be effective 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 is revocable at any time at the pleasure of the unit owner executing it.

2.4 A vote of the owners of a unit owned by more than one person or by a corporation or other entity, or under lease will be cast by the person named in a Certificate signed by all of the owners of the unit and filed with the Secretary of the Association, and such Certificate shall be valid until revoked or until superseded by a subsequent Certificate. A Certificate designating the person entitled to cast the vote for a unit may be revoked by any one of the owners of the unit. If such a Certificate is not on file, the vote of such owner shall not be considered in determining the requirements for a quorum, nor for any other purpose.

### 3. Annual and Special Meetings of Membership.

3.1 The Annual Members' Meeting shall be held at such place and at such date in November of each year as may be designated by the Board of Directors, for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

3.2 Special Members' Meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members of the Association owning a majority of the units.

3.3 Notice of all members' meetings, stating the time and place and the purposes for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be by affidavit provided by an officer of the Association. This affidavit shall be included in the Official Records of the Association. Written notice of all members' meetings shall also be posted at a prominent location on the condominium property at least fourteen (14) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings.

3.4 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.

3.5 The order of business at annual members' meetings and as far as practical at other members' meetings shall be:

- a. Ballots not yet cast shall be collected.
- b. Calling of the roll and certifying of proxies.
- c. Proof of notice of meeting or waiver of notice.
- d. Reading and disposal of any unapproved minutes.
- e. Reports of officers.
- f. Reports of committees.
- g. Appointment of Inspectors of Election.
- h. Election of directors.
- i. Unfinished business.
- j. New business.
- k. Adjournment.

3.6 Provided, however, that until a majority of the directors of the Association are elected by the members other than the Developer, the proceedings of all meetings of the Association shall have no effect unless approved by the Board of Directors.

4. **Board of Directors.**

4.1 The Board of Directors of the Association shall consist of three (3) directors, who need not be a member of the Association, including at such time as Developer turns over control of the Association, or at such time as the members of the Association other than Developer are authorized to elect a director pursuant to Article 7 of the Articles of Incorporation of the Association.

4.2 Election of directors shall be conducted in the following manner:

a. The first Board of Directors of the Association shall be appointed by the Developer, and shall hold office until their successors are elected by members other than the Developer and have qualified. The names and addresses of the first Board of Directors are set forth in Article VII of the Articles of Incorporation of the Association, the provisions of which are incorporated herein by reference.

b. Members other than the Developer shall have the right to elect members of the Board of Directors upon the occurrence of the events set forth in Article 7 of the Articles of Incorporation of the Association, and the Association shall, on or before seventy-five (75) days after unit owners other than Developer are entitled to elect members of the Board, call and give not less than 60 days' notice of an election for the members of the Board. The election shall proceed as provided in Section 718.112(2)(d), Florida Statutes. The notice may be given by any unit owner if the Association fails to do so.

c. All members of the Board of Directors whom Developer shall not be entitled to designate and select shall be elected by a plurality of the votes cast at the special meeting called to elect the members of the Board of Directors.

d. Other than the special election of directors required by Section 718.301 of the Florida Statutes, the election of directors shall be held at the annual members' meeting.

e. The election of directors shall be by ballot and by a plurality of the votes cast. There shall be appurtenant to each unit as many votes for directors as there are directors to be elected, provided, however, that no member or owner of any unit may cast more than one vote for any person nominated as a director, it being the intent hereof that voting for director shall be non-cumulative.

f. Except as otherwise provided herein, vacancies in the Board of Directors occurring between annual meetings of the members of the Association shall be filled by the remaining directors.

g. Any director elected by unit owners other than the Developer may be removed by a concurrence of a majority of all the voting interests at a special meeting of the members called for that purpose, in accordance with Chapter 718.112 Florida Statutes, or by agreement in writing by a majority of all voting interests.

h. None of the directors selected by the Developer shall be subject to removal by the members other than the Developer.

i. In the event that Developer in accordance with the right and privilege granted unto it, selects any person or persons to serve on any Board of Directors of the Association, Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on said Board of Directors. Replacement of any person or persons designated by Developer to serve on any Board of Directors of the Association shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons to be replaced, and the name or names of the person or persons designated as successor or successors to the persons so removed from the Board of Directors. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any officer of the Association.

j. The term of each Director's service will extend until the next annual meeting of the members, and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

4.3 The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors, at the meeting at which they were elected. The outgoing President of the Board of Directors will preside over said organizational meeting until the new officers are elected.

4.4 Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors and shall be open to all unit owners. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting and except in emergency, notice of such meetings shall be posted conspicuously 48 hours in advance for the attention of unit owners.

4.5 Special Meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of 1/3 of the votes of the Board. Not less than three (3) days' notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting. Except in emergency, notice of such meetings shall be posted conspicuously 48 hours in advance for the attention of unit owners.

4.6 Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.7 A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least 48 continuous hours preceding the meeting except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at

least a majority plus one of the members of the board. Such emergency action shall be noticed and ratified at the next regular meeting of the board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these By-Laws or the Declaration of Condominium. A Director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. If, after conspicuously posting notice of a meeting on the condominium property at least 48 hours preceding the meeting, any Directors' meeting cannot be organized because a quorum has not attended, or because a greater percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of Condominium, the Directors who are present may adjourn the meeting from time to time until a quorum is present.

4.8 The Presiding Officer of Directors' meetings shall be the President, and in his absence, the Directors present shall designate one of their number to preside.

4.9 All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes of the State of Florida, the Articles of Incorporation of the Association, these By-Laws and the Declaration of Condominium, and shall include, without limiting the generality of the foregoing, the following:

a. To make, levy and collect assessments against members and members' units to defray the costs of the condominium and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association;

b. To maintain, repair, replace, and operate the condominium property;

c. To purchase insurance upon the condominium property and insurance for the protection of the Association; as well as liability insurance for the protection of the Directors and officers;

d. To reconstruct improvements after casualty;

e. To make and amend regulations governing the use of the property, real and personal, in the condominium so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration of Condominium;

f. To approve or disapprove proposed purchasers or tenants of units in the manner specified in the Declaration of Condominium;

g. To acquire, operate, manage and otherwise deal with property, real and personal, as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration of Condominium, including specifically to acquire or lease a unit for the manager;

h. To grant utility, communication, parking, storage and access easements of limited or unlimited duration over, under and upon the common elements of the Condominium for the use and benefit of the Association or its members;

i. To contract for the management of the condominium and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Association;

j. To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of the Association, the Declaration of Condominium and rules and regulations promulgated governing use of the property in the condominium;

k. To pay all taxes and assessments which are liens against any part of the Condominium other than the appurtenances thereto, and to assess the same against the members and their respective units subject to such liens;

l. To pay all costs of power, water, sewer and other utility services rendered to the condominium which are not billed to the owners of the separate units based on usage;

m. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association; and

n. To cause the stormwater management systems and Common Area to be maintained including, but not limited to, maintenance of private roads, landscaping and walls within the common areas.

4.10 No fee shall be paid for the service as a Director of the Association.

4.11 The compensation of any employee of the Association shall be fixed by the directors. The Board of Directors is not precluded from employing a director as an employee of the Association and compensating him as an employee, nor precluded from contracting with a director for the management of the condominium.

4.12 Notice of any regular or special Directors meeting at which amendment to rules regarding unit use, or non-emergency special assessments, will be considered shall be mailed or delivered to the unit owners and posted conspicuously on the condominium property not less than 14 days prior to the meeting. Evidence of compliance with this 14 day notice shall be made as provided in Section 718.112, Florida Statutes.

## 5. Officers.

5.1 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 of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices. The Board of Directors



from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 The President shall be the chief executive officer of the Association. He or she shall have all of the powers and duties 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 or she in his or her discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

5.3 The Vice President in the absence or disability of the President shall exercise the powers and perform the duties of the President. He or she also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4 The Secretary shall keep the minutes of all proceedings of the directors and the members. He or she shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He or she shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He or she 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 an association and as may be required by the directors or the President. Any Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He or she shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

6. **Fiscal Management.**

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1 The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each unit. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

6.2 The receipts and expenditures of the Association shall be credited and charged to accounts under classifications as shall be appropriate, all of which expenditures shall be common expenses.

6.3 The Board of Directors will adopt a budget for each calendar year, unless the Board of Directors elect a difference fiscal year basis. The budget will include the estimated funds required to defray the common expenses.

a. If a budget is adopted by the Board of Directors which requires assessments against unit owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of such assessments for the preceding year, the board shall conduct a special meeting of the unit owners to consider a substitute budget if the board receives, within 21 days after adoption of the annual budget, a written request for a special meeting from at least 10 percent of all voting interests. The special meeting shall be conducted within 60 days after adoption of the annual budget. At least 14 days prior to such special meeting, the board shall hand deliver to each unit owner, or mail to each unit owner at the address last furnished to the association, a notice of the meeting. An officer or manager of the association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement, and such affidavit shall be filed among the official records of the association. The Board of Directors may, in any event, propose a budget to the unit owners at a meeting of members, or by writing; and if such budget or proposed budget be approved by the unit owners at the meeting, or by a majority of all the voting interests by a writing, such budget shall be adopted, and shall not thereafter be reexamined by the unit owners in the manner hereinabove set forth. In determining whether assessments exceed one hundred fifteen percent (115%) of the similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the condominium property, or in respect of anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis; and there shall be excluded from such computation, assessments for betterment to the condominium property. Provided, however, that so long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for a year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without approval of a majority of all the voting interests.

b. A copy of the proposed annual budget of common expenses and proposed assessments shall be mailed to the unit owners not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a written notice of the time and place of such meeting.

c. The budget of common expenses shall:

(1) be detailed and show the amounts budgeted by accounts and expense classifications, including, if applicable, those expenses listed in Section 718.504(21), Florida Statutes;

(2) include reserve accounts for capital expenditures and deferred maintenance as provided in Section 718.112(2)(f), Florida Statutes. Prior to turnover of control of an Association by the Developer to unit owners other than the Developer pursuant to Florida Statutes Section 718.301, the Developer may vote to waive the reserves or reduce the funding of reserves for the first two (2) fiscal years of the association's operation, beginning with the fiscal year in which the initial declaration is recorded, after which time reserves may be waived or reduced only upon the vote of a majority of all nondeveloper voting interests voting in person or by limited proxy at a duly called meeting of the Association. If a meeting of the unit owners has been called to determine whether to waive or reduce the funding of reserves, and no such result is achieved or a quorum is not attained, the reserves as included in the budget shall go into

effect. After the turnover, the Developer may vote its voting interest to waive or reduce the funding of reserves.

6.4 Within sixty (60) days following the end of each fiscal year, the Association shall deliver to each unit owner the financial report or financial statements required by Section 718.111(13), Florida Statutes and the regulations promulgated pursuant thereto by the Division of Land Sales, Condominiums and Mobile Homes, Department of Business Regulation of the State of Florida.

6.5 Assessments against the units for their shares of the items of the budget shall be made by the Board of Directors for the calendar year annually in advance on or before December 10 of the year preceding the year for which the assessments are made. The amount required from each unit to meet the annual budget shall be divided into four equal assessments. Assessment installments shall be divided into twelve (12) equal assessments, on of which shall be due on the first day of each month of the year for which the assessments are made. If assessments are not made annually as required, monthly assessments shall be presumed to have been made in the amount of the last prior monthly assessment, and assessments in this amount shall be due on first day of each month until changed by an amended assessment. In the event a previously adopted budget shall be insufficient in the judgment of the Board of Directors to provide funds for the anticipated current expense for the ensuing year and for all of the unpaid operating expenses previously incurred, the Board of Directors shall amend the budget and shall make amended monthly assessments for the balance of the year in sufficient amount to meet these expenses for the year; provided, however, that any increase that causes the assessment for the current year to exceed the assessment for the previous year by fifteen percent (15%) shall be subject to the approval of the membership of the Association as previously required in these By-Laws.

Assessments for common expenses or emergencies that cannot be paid from the annual assessments will be made only after notice of the need for such is given to the members. After such notice, and upon approval by not less than a majority of the membership of the Association, the assessment will become effective and it will be due after thirty (30) days notice in such manner as the Board of Directors may specify in the notice of assessment.

6.6 If the Developer holds units for sale in the ordinary course of business, no action shall be taken by the Association that would be detrimental to the sales of units by the Developer without the written approval of Developer. An increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of units.

6.7 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

6.8 Within 60 days following the end of the fiscal year, the Board of Directors shall mail or furnish by personal delivery to each unit owner a complete financial report of actual

receipts and expenditures for the previous twelve (12) months showing receipts and expenses by accounts and classifications as required by the Condominium Act.

6.9 Upon written request from the Department of Housing and Urban Development, the Association will furnish, within a reasonable time, a financial statement of the Association for the immediately preceding fiscal year. Any such financial statement will be prepared and certified in the manner then required by the agency requesting the statement.

7. **Parliamentary Rules.**

Roberts Rules of Order (latest edition) shall govern the conduct of all Association meetings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of Florida.

8. **Amendments.**

Except as elsewhere provided otherwise, these By-Laws may be amended in the following manner:

8.1 Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon vote of the majority of the Directors, or by members of the Association owning a majority of the units in the condominium, whether meeting as members or by instrument in writing signed by them.

8.2 Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members is required as herein set forth.

8.3 In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of the members owning not less than  $\frac{2}{3}$  of the voting interests in the condominium. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Flagler County, Florida, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the Directors and members.

8.4 At any meeting held to consider such amendment or amendments to the By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented there by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

8.5 Notwithstanding the foregoing provisions of this Section 8, no amendment to these By-Laws which shall abridge, amend or alter the right of Developer to designate and select members of the Board of Directors of the Association, as provided in Section 4 hereof, may be adopted or become effective without the prior written consent of Developer. No amendment to these By-Laws shall make any changes in the qualifications for membership nor the voting rights of members without the approval in writing of all members and holders of all first mortgagees. No amendment which would abridge, amend or alter any rights of first mortgagees shall be made without the written approval of all such mortgagees. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium or the Articles of Incorporation of this Association.

8.6 No bylaw shall be revised or amended by reference to its title or number only. Proposals to amend the bylaws shall contain the full text of the bylaws to be amended, with new words being inserted in the text underlined and words to be deleted being lined through with hyphens. If the proposed change is so extensive that this procedure would hinder the understanding of the proposed amendment, underlining and hyphens shall not be necessary, but instead, a notation shall be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. See bylaw \_\_\_ for present text."

9. **Miscellaneous.**

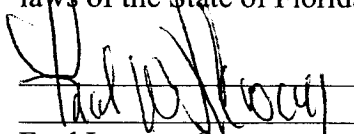
9.1 The Association shall obtain and maintain adequate fidelity bonding of the President, Vice-President, Secretary and Treasurer of the Association and of all persons authorized to sign checks for the Association.

9.2 A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board of Directors as evidence of the Condominium Units' compliance to the applicable fire and life safety code.

9.3 The Association shall have a limited power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right of way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

9.4 Disputes arising among members, officers and directors of the Association under these By-Laws must first be addressed by a nonbinding arbitration hearing conducted by arbitrators employed by the Division of Land Sales, Condominiums and Mobile Homes of the Department of Business Regulation pursuant to 718.1225 of the Florida Statutes.

The foregoing were adopted as the By-Laws of MARINA COVE LANDINGS, A RESIDENTIAL CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of Directors on September 23, 2002.

  
Fred Lewers, Secretary

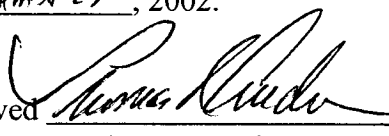
Approved   
Thomas R. Anderson, President

EXHIBIT E  
TO  
DECLARATION OF CONDOMINIUM  
EASEMENT AND FACILITIES USE AGREEMENT  
(See attached Agreement)

EASEMENT AND FACILITIES USE AGREEMENT

THIS EASEMENT AND FACILITIES USE AGREEMENT (this "Agreement"), dated as of the 13<sup>th</sup> day of December, 2001, by and among AC Real Estate Development Corp. ("AC") and Marina Cove at Palm Coast Condominium Association, Inc. ("MCCA")

WITNESSETH:

WHEREAS, AC is the owner of four (4) parcels of real estate interspersed within the Marina Cove at Palm Coast Condominiums which were originally intended to be Phases VIII, X, XI and XIV of Marina Cove at Palm Coast Condominiums; and

WHEREAS, MCCA has responsibility for the governance, operation and maintenance of the Marina Coast at Palm Coast Condominiums; and

WHEREAS, because the four (4) parcels were not timely submitted to condominium as a part of Marina Cove at Palm Coast Condominiums, their development requires the creation of a separate condominium, and AC desires to establish and construct such a condominium, to be known as Marina Cove Landings, a residential condominium ("MCL"); and

WHEREAS, in connection with the creation of MCL, a new condominium association will be formed to be named Marina Cove Landings Condominium Association, Inc. ("MCLA"); and

WHEREAS, AC desires to provide for future owners of units in MCL rights of use and enjoyment in the swimming pool, tennis courts and clubhouse as nearly as possible to those enjoyed by the members of MCCA, as well as secure the right to tie into utility lines at points not within the streets of Marina Cove at Palm Coast Condominiums; and

WHEREAS, MCCA is willing to grant such rights of use and enjoyment provided that the owners of MCL units are subject to the same duties/obligations and rules and regulations as are applicable to the members of MCCA, and also pay a proportional share of the costs associated with the maintenance and management of the amenities;

NOW, THEREFORE, AC for itself and for and on behalf of future owners of units in MCL and for MCLA, and MCCA, for itself, its members, and its successors and assigns, hereby covenant and agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated as terms of this Agreement.

2. MCCA hereby grants to AC a non-exclusive easement of access to and use of the swimming pool, pool deck, guard gate, tennis courts, and clubhouse (the "Facilities") which are a part of the common elements of Marina Cove at Palm Coast Condominiums. Each purchaser of a unit in MCL shall succeed to such easement and to the rights and benefits granted hereby. All use of the Facilities shall be subject to the rules and regulations imposed from time to time by MCCA upon its own members, and to the same penalties for the violation thereof as MCCA is empowered to invoke

against its own members, additionally including the assessment of fines and/or the filing of a lawsuit for injunctive relief. A copy of the current rules and regulations regarding the use of the Facilities is attached hereto as Exhibit "A".

3. MCCA hereby grants AC a non-terminable and perpetual easement for utilities over, under and upon common areas of Marina Cove at Palm Coast Condominiums as may be necessary to tie into and utilize existing water, sewer, electric, cable TV and other utilities located within Marina Cove at Palm Coast Condominiums, as well as the right to tie into utility lines at points not within the streets of Marina Cove at Palm Coast Condominiums. As a specific description and dimensions of the proposed easement is not readily apparent, AC agrees that this easement will be limited to such areas as reasonably necessary for AC to tie into the existing utilities in an effort to minimize any inconvenience to unit owners in Marina Cove at Palm Coast Condominiums. AC, for itself and its successors and MCLA, agrees to return the common areas in Marina Cove at Palm Coast Condominiums to the condition of the property prior to the construction, installation, repair, maintenance or replacement of the utilities.

4. MCCA hereby grants AC, MCLA, and its unit owners, a non-terminable and perpetual easement over the streets and common areas of Marina Cove at Palm Coast Condominium as is necessary to access the residential buildings and units in MCL. This easement shall also extend to construction workers and their equipment during the construction of the new units in MCL. AC, for itself, its successors and MCLA, agrees to repair any damage to the roadways and sidewalks caused by the construction activities. To ensure compliance with the Code Enforcement Office of the City of Palm Coast, hours of construction shall be limited to 8:00 a.m. to 6:00 p.m., Monday through Saturday. The construction workers are permitted to enter the work site and organize their materials between 7:00 a.m. and 8:00 a.m. provided the use of machinery and heavy equipment does not commence until 8:00 a.m. During construction, no radios will be allowed on any job site. Parking by construction workers within the Marina Cove at Palm Coast Condominium complex shall be kept to a minimum. Only vehicles necessary for the construction of MCL will be permitted. All subcontractors shall be responsible for cleanup on a daily basis.

5. Owner, for and on behalf of each of the future owners of units in MCL, agrees to pay monthly assessments to the MCCA computed as shown on Exhibit "B" attached. Such assessments shall commence on the grant of a Certificate of Occupancy for each unit. Assessments commencing on a day other than the first of any month shall be prorated. Liability for assessments shall continue notwithstanding non-use of the facilities whether voluntary or involuntary. MCCA shall have a direct right of enforcement of the payment of assessments due it from owners of units in MCL, and shall have a lien against any unit which is delinquent in the payment of any assessment. Such lien rights of MCCA shall include those provided in Chapter 718, Florida Statutes, including the right to foreclose the claim of lien and force the judicial sale of the affected unit. The obligation to pay the assessments is the personal joint and several obligation of the owners of a specific unit, even as to delinquent assessments due from a previous owner. MCCA shall be entitled to a late fee equal to 15% of the delinquent amount due, and shall be entitled to reasonable attorneys fees and costs incurred in the collection of such assessments, all of which shall be secured by the lien in favor of MCCA.

6. This Agreement may not be terminated without the written consent of both MCCA



and MCLA, or AC, if this Agreement is terminated prior to the creation of MCLA. This termination must through an affirmative vote of the majority of the owners of units of both Marina Cove at Palm Coast Condominiums and MCL.

7. MCCA understands and agrees that this Agreement will be made a part of the disclosure documents given to prospective purchasers of units in MCL.

8. AC will use its best efforts to design MCL's units and surrounding landscape to remain consistent with the overall appearance of the existing Marina Cove at Palm Coast Condominiums. AC will consult with MCCA in this process and will provide MCCA with copies of all architectural and landscaping plans to allow their comments/ feedback to assure that the new units and landscape in MCL will be substantially similar to the current appearance of the residential buildings and landscape in Marina Cove at Palm Coast Condominiums.

9. The prevailing party in any action to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees.

IN WITNESS WHEREOF, the parties have executed this Agreement this 13<sup>th</sup> day of ~~October~~, 2001.  
~~October~~  
December

Witnesses:

MARINA COVE AT PALM COAST  
CONDOMINIUM ASSOCIATION, INC.,  
a Florida not-for-profit corporation

[Signature]  
RONALD G. EDGE  
(Name printed or typed)  
[Signature]  
VINCE COLLETTI  
(Name printed or typed)

By: [Signature]  
Name: RONALD H. COVEY, JR.  
Title: PRESIDENT

("Corporate Seal")

A C REAL ESTATE DEVELOPMENT  
CORP., a Utah corporation

[Signature]  
FRED W. LEWERS  
(Name printed or typed)  
[Signature]  
SUSAN A. ESPOSITO  
(Name printed or typed)

By: [Signature]  
Name: Denis P. Coleman, Jr.  
Title: Director

("Corporate Seal")

**EXHIBIT "A"**

**OFF REC 0862 PAGE 0216**

Rules and Regulations of  
Marina Cove at Palm Coast Condominium:

MARINA COVE AT PALM COAST CONDOMINIUM, INC.  
SWIMMING POOL RULES AND REGULATIONS

OFF REC 0862 PAGE 0217

A. Operating Hours

Normal Operating hours will be from 7:00 AM until 11:00 PM unless there is a special function requiring a later closing time.

B. Rules governing Swimming Pool.

1. All persons must shower before entering pool.
2. No diving, running or horseplay permitted.
3. Children under the age of twelve (12) must be closely supervised and controlled by an accompanying adult at all times.
4. Children of diaper age must wear protective outerwear over diapers.
5. Chairs or lounges must be covered by a towel when in use.
6. Anyone who moves any furniture around the pool area shall return it to the place from which it was removed. Outdoor pool furniture must not be taken into the clubhouse.
7. The pool is for the use of residents and guests only. Guests must be accompanied by resident to use pool. Capacity is nineteen (19) people and residents are allowed four (4) guests.
8. No pets or animals of any type are allowed in the pool or club area.
9. Due to pool size, no flotation devices are permitted in the pool except those worn on the body.
10. No glass containers of any kind are permitted in the pool or deck area.
11. No loud radios allowed. Headsets must be used when listening to a radio.
12. All parents are responsible for the activities of their children.
13. Outdoor cooking is prohibited on the pool deck.
14. Those using the swimming pool do so at their own risk.
15. The Board of Directors reserves the right to deny use of the pool when such use is in violation of these Rules and Regulations.

Reaffirmed September 2001

MARINA COVE AT PALM COAST CONDOMINIUM, INC.  
TENNIS CLUB RULES AND REGULATIONS

A. Operating Hours: Normal operating hours will be from 7:00 AM until 11:00 PM unless there is a special function requiring a special closing time.

OFF REC 0862 PAGE 0218

B. Rules governing use of the Tennis Club.

1. To ensure fairness to all, court time reservations are requested whenever possible. Reservations may be made no more than 24 hours in advance of play. A single court may be reserved for no more than a one and one-half (1 1/2) hour period. A sign-up log will be available at courtside for reservations.
2. Players without an advance reservation are limited to one (1) hour's play time if there are players waiting.
3. All guests must be accompanied by their resident host during playing time and must register with Access Control each day of play, Such guests and their host are restricted to a single court.
4. Tennis players are required to wear proper tennis attire at all times. In accordance with this policy, the following attire is deemed inappropriate: cut-off jeans and tank tops. Shirts and shoes must be worn at all times. Management reserves the right to determine what constitutes proper attire.
5. Proper tennis shoes must be worn. No running shoes allowed. Any shoe that is causing damage to the courts will not be allowed.
6. Management reserves the right to suspend play due to weather or maintenance conditions.
7. No smoking allowed on the courts.
8. Non-playing children are not permitted on the courts.
9. Glass containers are not allowed on the courts.
10. Profanity, racquet or ball abuse are absolutely prohibited.
11. USTA rules govern all tennis play.
12. Players are encouraged to keep conversations low and brief during play and to observe all other rules of proper tennis etiquette.
13. During evening play, please turn off lights upon completion of play.
14. Those using the tennis club do so at their own risk.

\*indicates change

Revised September 2001

1. No more than one small household pet weighing not more than twenty-five (25) pounds shall be kept in any unit. Only the normal domesticated pets such as dogs and cats are permitted to be kept in any unit. No pet shall be permitted in the recreation facilities area. All pets shall be kept on hand held leashes with a maximum length of eight (8) feet while on the common property.
2. No pet shall be permitted in any recreation facility, e.g. pool, clubhouse, tennis court.
3. All pets must be appropriately leashed or tethered when outdoors. They should be kept away from unit owners' lawns and property.
4. A "pooper-scooper" system must be used to pick up pet droppings, which shall be disposed of in a wrapped or sealed plastic bag in the nearest dumpster.
18. Any damage caused by pets shall be reimbursed by the pet's owner
- 6 The Association reserves the right to require an owner to dispose of a pet which becomes an annoyance to other owners, because of noise or otherwise.

\*indicates change

Revised September 2001

MARINA COVE AT PALM COAST CONDOMINIUM, INC.  
RULES FOR RENTAL OF HOMES

OFF REC 0862 PAGE 0220 -

The Lease or Sale of units is restricted or controlled.

1. All sales and rentals require prior approval by Marina Cove at Palm Coast Condominium Association, Inc. through its management company, Preferred Management (386-439-0134) Contact a member of the Board of Directors for requirements. Leases must be for a minimum period of six (6) months. No unit shall be the subject of more than one (1) lease or rental agreement during any 12 month period. Subletting will not be permitted.
2. The Board will require the following information to issue the approval form:
  - A. Application for occupancy.
  - B. Copy of the lease or contract for sale.
3. Upon approval by the Board, a certificate of approval will be issued to the tenant/new owner. This certificate will allow them access to the property until such time as a car pass can be issued.
4. Property owners are to notify the Property Manager of their intent to rent their homes as soon as they have entered into negotiation for rental with a real estate agent or private party.
5. Owners shall ensure that the tenant/owner is provided with a copy of the Rules and Regulations. To facilitate this requirement, the new tenant/owner may pick up and sign for a copy of these Rules and Regulations at the Guard House.
6. Property owners who rent their homes transfer to the renter the privileges of use of the common amenities.
7. Tenants are to adhere to all Rules and Regulations.

\*indicates change

Revised September 2001

9. No outdoor cooking shall be permitted on the terraces or patios of villa units or on any other portion of the common elements, except areas which may be designated by the Board of Directors.

10. No outdoor clotheslines shall be installed or used.

OFF  
REC 0862 PAGE 0221

11. These rules and regulations may be changed from time to time by a majority vote of the Board of Directors of The Association. Owners will be notified of amendments or changes in the rules and regulations as expeditiously as possible. Violation of these rules may result in legal action for damages or injunction.

12. No guest shall use any Marina Cove facility (including the Landings easement for fishing) unless the hosting owner or renter is currently residing at Marina Cove.

13. Regardless of length of stay, all guests' vehicles must display a guest card on the dashboard of their vehicle.

14. Guests of guests are strictly forbidden.

15. If an owner makes a Board of Directors approved change to the landscaping surrounding his unit or alteration to his unit, he then becomes responsible for maintaining that area.

16. Passenger vehicles are not to be parked in front of closed garage doors.

17. Passenger vehicles are to be properly parked in parking spaces.

Revised September 2001

MARINA COVE AT PALM COAST CONDOMINIUM, INC.  
GENERAL RULES AND REGULATIONS

OFF REC 0862 PAGE 0222

General

- A. The term resident as used in this document includes: resident homeowners, non-resident homeowners, and renters. Non-resident homeowners who rent their homes transfer their privilege of using the common amenities described herein to the renters for the duration of the rental, and therefore have no homeowner's privilege to use these facilities.
- B. Any person or persons causing damage to any facility are responsible for the cost or replacement of damaged item(s).
- C. The Board of Directors reserves the right to deny use of the facilities when such use is in violation of these Rules and Regulations.
1. No "For Sale" or "For Rent" signs are permitted.
  2. Owners may not make any additions, changes, alterations or decorations to the exterior appearance of any portion of a building, except in accordance with the provisions of the Declaration of Condominium.
  3. No exposed radio or TV antennas, masts, dishes or towers shall be permitted on any unit or on the exterior of any unit or in the common area.
  4. There shall be no solicitations by any persons or organizations for any cause, charity, or any purposes whatsoever. If you become aware of such activities, please inform a member of the Board of Directors.
  5. No owner or resident, other than directors of the Condominium Association, shall direct, supervise or in any manner attempt to assert any control over any of the employees of the Association, nor shall they attempt to send any of the employees upon private business of such owner or resident.
  6. Except pursuant to a contract with the Association for repairs, no owners or residents or their families, guests, servants or agents shall enter or attempt to enter upon the roof of any building or structure.
  7. Motor vehicles and bicycles are not permitted to be parked or used on grassed or planted areas.
  8. Automobile parking spaces shall be used solely and exclusively for that purpose. Only private passenger automobiles in good operating condition and properly licensed may be parked at Marina Cove at Palm Coast. For the purpose of this section, a private automobile passenger vehicle shall be deemed to mean an automobile, pick-up truck, SUV, or van of one ton or less capacity which does not display lettering or sign relating to a commercial activity or business. Boats, trailers, campers and recreational vehicles may not be parked or stored on the condominium property except within garages. Trucks and commercial vehicles may not be parked or stored except during deliveries or performance of repairs or other services. The overflow parking lot shall be used only for temporary parking of not more than 72 hours, and shall not be used for the storage of any vehicle, boats or campers.



**EXHIBIT "B"**

OFF REC 0862 PAGE 0223

Proposed Monthly Assessments:

CALCULATION OF PROPOSED ASSESSMENT  
by  
MARINA COVE AT PALM COAST CONDOMINIUM ASSOCIATION  
vs.  
MARINA COVE LANDINGS CONDOMINIUM UNIT OWNERS

Each unit's expenses, subject to assessment in the second phase, will be its proportionate share of the resulting assessment based upon the proportion of existing units subject to assessment.

"Expenses" as used herein includes reserves as indicated.

Total Estimated Expenses for 2001	=	\$282,547.00
Minus Non-Shared Expenses and Reserves	-	\$ <u>64,859.17</u>
	Total Shared Expenses	\$217,687.83

**Itemization of Shared Expenses:**

<b>ADMINISTRATION:</b>	<b>2002 Assessments for Illustration Only:</b>
Payroll and Payroll Taxes	\$11,400.00
Management Fee	\$13,000.00
Licenses and Permits (Pool and Elevator)	\$ 300.00
Audit Fees	\$ 1,800.00
Office Supplies	\$ 4,000.00
Mileage	\$ 0.00
Legal Fees (see Reserves)	\$ 0.00
<b>TAXES:</b>	
Income Tax	\$ 850.00
Personal Property Tax	\$ 0.00
Real Estate Tax	\$ 0.00
<b>MAINTENANCE &amp; REPAIR:</b>	
Landscape Maintenance (both condos)	\$39,000.00
Landscape Maintenance Supplies	\$ 4,500.00
Irrigation Maintenance	\$ 4,500.00
Pool Supplies	\$ 2,800.00
Pool Maintenance	\$ 2,300.00
Janitorial Supplies (both condos)	\$ 600.00
Building Maintenance Supplies	\$ 9,350.00
Tennis Courts	\$ 300.00
Pest Control	\$ 2,800.00
Access Control Contract/Clickers/Card Reader	\$ 500.00

**UTILITIES:**

Water/Sewer (both condos)	\$34,300.00
Electric (both condos)	\$11,650.00
Irrigation	\$ 1,150.00
Fire Protection	\$ 2,500.00
Sanitation	\$ 9,150.00
Telephone	\$ 2,000.00
Cable Expenses	\$ 300.00

**ACCESS CONTROL:**

Services	\$16,000.00
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**INSURANCE:**

Directors & Officers (Errors & Omissions) and General Liability/Fidelity Bond (\$1,000,000.00) and Flood Insurance	\$25,000.00
Workman's Compensation	\$ 2,300.00

**OUTSIDE MAINTENANCE CONTRACT:**

General Maintenance Person	\$ 0.00
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**REPLACEMENT FUND:**

Painting Clubhouse and Guardhouse	\$ 3,000.00
Paving	\$ 3,820.80
Re-roof Clubhouse and Guardhouse	\$ 1,000.00
Pool and Furniture	\$ 2,413.13
Entrance Gates and Controllers	\$ 3,103.84
Legal Fees	\$ 2,000.00

Total Shared Expenses:	\$217,687.83
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X = 2002 annual shared assessment against each new and existing townhome

$$54X \text{ (existing townhomes)} + [Z(\text{new townhomes})\text{multiplied by } X] + 30(.6657)X = \$217,687.83$$

**For example:** In year #1 only two new units have been completed and are subject to assessment by the Marina Cove at Palm Coast Condominium Association.

$$54X \text{ (existing townhomes)} + [2(\text{new townhomes})X] + 30(.6657)X = \$217,687.83$$

$$X = \frac{\$217,687.83}{75.97}$$

$$X = \$2,865.44$$

Marina Cove Association assessment vs. each new townhome per year

$$\$238.79$$

monthly (NOTE: New townhomes will also pay an estimated \$131.15 to their own association resulting in an aggregate monthly assessment of \$369.94)

Y = the annual assessment against existing townhomes to cover costs **not** shared by new townhomes ("Non-Common Assessment")

$$54Y + 30(.6657)Y = 64,859.17$$

$$73.97Y = 64,859.17$$

$$Y = 876.83 \quad \text{Annual non-shared expenses and reserve}$$

$$\text{(Monthly)} \quad 73.07$$

New townhome annual assessment: \$2,865.44 (\$238.79 month)

Total existing townhome annual assessment: \$2,865.44 + \$876.83 = \$3,742.27 (\$311.86 month)

Villa units annual assessment: .6657 (\$3,742.27) = \$2,491.23 (\$207.60 month)

#### PROOF

56 (i.e 54 existing townhomes + 2 new townhomes)

$$(\$2,865.44 \text{ in Common Assessment}) = 160,464.64$$

$$54 \text{ existing townhomes } (\$876.83 \text{ in Non-Common Assessment}) = 47,348.82$$

$$30 \text{ Villa assessment } (\$2,491.23 \text{ total Assessment}) = \underline{74,736.90}$$

$$\$282,550.36^*$$

\* Exceeds estimate of 2002 expense budget by \$3.36