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**DECLARATION OF CONDOMINIUM OF
THE GALLERY HOMES AT TAPESTRY PARK**

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THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM

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**DECLARATION OF CONDOMINIUM
OF
THE GALLERY HOMES AT TAPESTRY PARK**

Tapestry Park Partners, LLC, a Florida limited liability company (hereinafter referred to as the "Developer"), being the owner of fee simple title of record to those certain lands designated herein as the condominium property, located and situated in Duval County, Florida, being more particularly described in Article II hereof, does hereby submit the said lands and improvements thereon (as herein described below), to condominium ownership, pursuant to Chapter 718 of the *Florida Statutes* (hereinafter referred to as the "Condominium Act"), subject to the restrictions and reservations hereinafter set forth. This is a "Mixed Use Condominium" as contemplated by Section 718.404 of the Condominium Act.

This Declaration and other documents attached hereto have been prepared in accordance with the Condominium Act. This Declaration is not effective until it is recorded in the public records of Duval County, Florida.

The Articles and the Bylaws of THE GALLERY HOMES AT TAPESTRY PARK CONDOMINIUM ASSOCIATION, INC., both of which are attached hereto as Exhibits, shall create THE GALLERY HOMES AT TAPESTRY PARK CONDOMINIUM ASSOCIATION, INC.

All the restrictions, reservations, covenants, conditions, easements and limitations of record contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall run perpetually unless terminated as provided herein, and shall be binding upon all Owners (as hereinafter defined). In consideration of receiving, and by acceptance of a grant, devise or mortgage, all grantees, devisees or Mortgagees (as hereinafter defined), their heirs, personal representatives, successors and assigns and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof and the Articles and Bylaws of the Condominium Association. Both the benefits provided and the burdens imposed shall run with each Unit and the interests in Common Elements and Limited Common Elements as defined herein.

ARTICLE I.

1.1 Name of Condominium. The name by which this Condominium is to be identified is The Gallery Homes at Tapestry Park, a Condominium (hereinafter referred to as the "Condominium").

1.2 Defined Terms. As used in this Declaration of Condominium, the Articles of Incorporation, and the Bylaws, and in all amendments thereto, unless the context requires otherwise, the defined terms are as follows:

1.2.1 "Articles" or "Articles of Incorporation" and "Bylaws" mean the Articles of Incorporation and the Bylaws of the Condominium Association as they exist from time to time.

1.2.2 "Assessments" means a share of the funds required for the payment of Common Expenses which from time to time are assessed against any Unit Owner.

1.2.3 "Board" or "Board of Directors" means the Board of Directors or other representative body responsible for the administration of the Condominium Association.

1.2.4 "Commercial Unit" means a Unit whose designated use is for trade or commerce and not for use as a residential dwelling, including, but not limited to, use for restaurants, bars, fitness and spa facilities, retail shops and any other commercial facilities operated by such Owner. All Commercial Units shall be designated as Commercial Units on the graphic description attached hereto as Exhibit "B" as more particularly described in Article III.

1.2.5 "Common Elements" means those portions of the Condominium Property not included in the Units, including, but not limited to, those items described in Article III, Section 3.4 hereof. Common Elements shall include, without limitation, the tangible personal property required for the maintenance of the Common Elements and the tangible personal property which is owned or leased by the Condominium Association.

1.2.6 "Common Expenses" means the expenses of administration, maintenance, operation, utilities, repair and replacement of the Condominium Property, other expenses declared by the Condominium Association, this Declaration, the Articles and the Bylaws to be Common Expenses and any other valid expenses or debts of the Condominium as a whole or the Condominium Association which are assessed against the Unit Owners.

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

1.2.8 Intentionally Deleted.

1.2.9 "Condominium Association" or "Association" means The Gallery Homes at Tapestry Park Condominium Association, Inc., a Florida not-for-profit corporation, responsible for operating the Condominium.

1.2.10 "Condominium Building" means a structure which comprises a portion of the Condominium Property within which Units are located.

1.2.11 "Condominium Property" means and includes all lands that are subjected to condominium ownership whether or not contiguous, and all improvements thereof and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

1.2.12 "Declaration" or "Declaration of Condominium" means this Declaration and any amendments hereto.

1.2.13 "Developer" means Tapestry Park Partners, LLC, a Florida limited liability company and its successors, assigns, nominees and designees, the creator of the Condominium and which is offering Condominium Units in the Condominium for sale in its ordinary course of business pursuant to the Condominium Act. In the event the holder of any mortgage executed by Developer obtains title to all or any portion of the Condominium Property by foreclosure or deed in lieu thereof, such Mortgagee shall become the Developer only if it so elects, by written notice to the Board, but, in any event, such Mortgagee may assign its rights as the Developer to any third party or which acquires title to all or a portion of the Condominium Property from the Mortgagee.

1.2.14 "Guests" shall include persons who are visitors to a Unit to whom the hospitality is extended by the Owner, tenants or invitees of a Unit, for monetary compensation or otherwise.

1.2.15 "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, including, but not limited to, certain Limited Common Elements described in Article III, Section 3.5.

1.2.16 "Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, recognized institutional type lender or its loan correspondent, Federal National Mortgage Association (FNMA), an agency of the United States Government, or Developer, if it owns or holds a mortgage encumbering a Unit.

1.2.17 "Operating Budget" means the allocation of costs and expenses for the operation, administration and management of the Condominium Property (including, without limitation, maintenance, repair and replacement costs and expenses).

1.2.18 "Operating" or "Operating of the Condominium" means the operation, administration and management of the Condominium Property (including, without limitation, maintenance, repair and replacement of the Condominium Property).

1.2.19 "Owner" means the record owner of legal title to a Unit.

1.2.20 "Residential Unit" means a Unit whose designated use is for residential dwelling and not for use as a Commercial Unit.

1.2.21 "Special Assessment" means any assessment levied against Unit Owners other than an assessment required by a budget adopted annually.

1.2.22 "The Condominium" or "This Condominium" means The Gallery Homes at of Tapestry Park, a Condominium.

1.2.23 "Turnover Meeting" refers to the meeting which shall take place at such time as the Unit Owners, other than the Developer, are entitled to elect a majority of the Board of Directors.

1.2.24 "Unit" means a part of the Condominium Property, both Commercial Unit and Residential Unit, which is to be subject to private ownership as designated in this Declaration of Condominium.

1.2.25 "Utility Service" or "Utility Services" as used in the Condominium Act, construed with reference to this Condominium and as used in this Declaration, the Articles and the Bylaws, shall include any utility or similar service provided to the Condominium, including, but not limited to, cable television, cellular, analog, wireless, digital and other types of telecommunication services, telephone and data transmission, gas, electric, water, trash and sewage disposal.

1.2.26 "Voting Interest" means the voting rights allocated to the Condominium Association members pursuant to the Articles and Bylaws.

1.3 Development Plan. The Gallery Homes at Tapestry Park, a Condominium, shall be developed as a mixed-use condominium as more fully set forth hereinafter and shall consist of the lands, buildings, and improvements as more fully set forth hereinafter.

ARTICLE II.

2.1 Legal Description. Developer is the owner in fee simple of the Condominium Property lying in Duval County, Florida, being submitted to this Declaration, as described and set forth in Exhibit "A" to this Declaration of Condominium.

2.2 Survey. A survey of the Condominium Property, the graphic descriptions of the improvements in which Units will be located and the plot plan are attached hereto as Exhibit "C and D".

2.3 Alteration of Boundaries and Plot Plan. Subject to approval by the Unit Owners, whose Units are being combined, contiguous Units may be combined as long as the number of Units and their appurtenant percentage of ownership in Common Elements and Limited Common Elements, as provided in this Declaration of Condominium as recorded, do not change. Developer reserves the right to make nonmaterial changes in the legal description of the Condominium Property.

ARTICLE III.

3.1 Identification of Building and Units. The Condominium will include 21 Residential Units and 12 Commercial Units for a total of 32 Units. Commercial Units shall be designated "R-(Unit Number)" and Residential Units shall be designated "(Unit Number)."

The floor plans and graphic description of the Condominium, as well as each Unit type, is attached hereto as Exhibit "B." A survey of the Property, plot plan and elevations of the improvements are also included within Exhibits "C and D." The certificate of surveyor or statement for the Condominium Property required by Section 718.104(4)(e) of the Act is

attached hereto as Exhibit "D." These Exhibits, together with this Declaration, identify each Unit, Common Elements, Limited Common Elements, their relative locations and approximate dimensions.

3.2 Boundaries of Individual Units.

3.2.1 Residential and Commercial Units. The respective Units shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls, floors or ceiling surrounding each Unit or space lying behind the undecorated or unfinished inner surface of any interior columns, floors, bearing walls or floor slabs or partitions, or any pipes, wires, conduits or other utility lines running through each Unit which are utilized for or serve any other Units, Common Elements or Limited Common Elements. Each Unit shall be bounded as to both horizontal and perimetrical boundaries as below defined, whether the same exist now or are created by construction, settlement of the building or permissible repairs, reconstruction or movement of alterations. The boundaries shall be determined in the following manner: (1) Horizontal Boundaries: (a) Upper Boundary - the underside of the finished undecorated ceiling of the Unit, extended to meet the perimetrical boundaries; (b) Lower Boundary - the upper side of the concrete slab upon which the Unit is affixed, extended to meet the perimetrical boundaries and (2) Perimetrical Boundaries - the perimetrical boundaries shall be the interior surfaces of the perimeter walls of the Unit. Included in the Units are all glass material in the walls or windows of a Unit, the screen in windows and doors, and the materials covering other openings in the exterior of the Units. "Unit" shall be deemed to include any utility room or storage room servicing just one Unit although access to the room may be off of an exterior hallway. All heating and cooling equipment, wiring, ducts, thermostats, conduits and related fixtures that exclusively serve a Unit shall be considered to be part of such Unit. Square footage of the Units, as may be represented in the sales brochures, is calculated as a result of including the width of the exterior walls and one-half the width of interior walls common to more than one Unit. Although this is a common architectural method of measuring square footage, for an accurate representation of the square footage, measurements should take into consideration the description of the boundaries of the individual Units as set forth above. All dimensions shown on the floor plans attached hereto as Exhibit "B" are taken at the greatest points of each given room. Actual inside dimensions of a Unit may vary as a result of construction.

3.3 Easements. Each Unit shall have as an appurtenance thereto, and be subject to, nonexclusive easements in the Common Elements designated for such purposes as, including, but not limited to, ingress to, egress from, utilities services for, and support, maintenance and repair of each Unit and in any offsite easements benefiting the Condominium Property.

The Association, through its Board, upon a majority vote, shall have the power to grant additional nonexclusive easements so long as they do not encroach upon a Unit. If any part of the Common Elements or Limited Common Elements encroach upon any Unit or any Unit encroaches upon a Common Element or a Limited Common Element, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist. The Association shall have the irrevocable right to enter into each Unit as provided in Article V, Section 5.5. Any and all easements described in this Section 3.3 may also, but are not required to, benefit other persons and entities that are not Unit Owners or the Condominium Association.

In the event all or a portion of the Condominium is partially or totally destroyed, and then rebuilt, the owners of the Units agree that encroachments of parts of the Common Elements or Limited Common Elements or Units, due to construction, shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist. Developer shall, in perpetuity, have the right to grant easements to provide Utility Service, storm drainage and retention and ingress and egress to and over the Condominium Property.

Developer expressly reserves an assignable perpetual, non-exclusive easement for ingress and egress and for all utility installation and maintenance over, across and under all the roadways and parking areas as shown on the plot plan for the Condominium for any purposes.

The Condominium Property shall be subject to such other easements as may be determined by the Association or required to properly and adequately serve the Condominium Property as it exists from time to time. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the land of the Condominium and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with its proper and intended use and purpose and shall survive the termination of the Condominium. To the extent that the creation of any such easements requires the joinder of Unit Owners, the Association, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver such instruments; and the Unit Owners, by the acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Association, through its duly authorized officers, as their proper and legal agent and attorney-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such instrument executed pursuant to this Article shall recite that it is made pursuant to this Article.

Developer hereby reserves for itself, its successors, nominees and assigns an easement over the Condominium Property, exclusive of any Units not owned by it, for any activity that Developer determines, in its sole and absolute discretion, to be necessary or appropriate to consummate the marketing, sale, lease or rental of any Unit, including, but not limited to, the right to maintain models, post signs, use employees in the models, or use or permit the use of the Common Elements or Limited Common Elements and such activities are hereby expressly authorized and permitted.

3.4 Common Elements. The Common Elements shall include the land and all other parts or facilities of the Condominium, which are not within the above-described Units, and tangible personal property required for the Operating of the Condominium. Common Elements also includes, without limitation, the following:

3.4.1 All of the real property and improvements of the Condominium except the Units;

3.4.2 Easements through Units, Common Elements and Limited Common Elements for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment or

fixtures for the furnishing of Utility Services, heating and cooling or ventilation to Units and Common Elements and Limited Common Elements;

3.4.3 Easements of support in every portion of a Unit which contribute to the support of other Units or Common Elements, Limited Common Elements.

3.4.4 The property and the installations required for the furnishing of Utility Services to more than one (1) Unit or to the Common Elements, specifically excluding; however, any utility main lines, force mains or collection lines and meters owned and maintained by the utility company servicing the Condominium Property and excluding any Unit containing the installation;

3.4.5 The property and installations utilized for the furnishing of services to more than one (1) Unit or to the Common Elements or the Limited Common Elements;

3.4.6 The riparian or littoral rights, appertaining to the Condominium Property, if any;

3.4.7 Fixtures owned or held for the common use, benefit and enjoyment of all Unit Owners;

3.4.8 Walkways, driveways, covered entrances and verandas located within the Condominium Property;

3.4.9 Handicap parking spaces or parking areas located within the Condominium Property;

3.4.10 Any parking spaces or parking areas specifically designated by Developer as Common Elements; and

3.4.11 Any easements established by this Declaration or any other document, including, but not limited to, the Master Declaration and the Cost Share Declaration.

3.5 Limited Common Elements.

3.5.1 Parking. The Condominium Property shall contain sixteen (16) assigned, uncovered parking spaces as Limited Common Elements for the exclusive use of the Residential Unit Owners and their Guests, and five (5) assigned, covered parking spaces as Limited Common Elements for the exclusive use of the Commercial Unit Owners and their Guests, all located as shown on the Graphic Descriptions attached as Exhibit "B." All parking spaces shall be used in accordance with the rules and regulations promulgated from time to time by the Association.

3.5.2 Patios, Balconies, Decks and Porches. Any patio, balcony, deck, porch and related fixtures and equipment, if any, appurtenant to a particular Unit (collectively, the "Balcony") as shown on the graphic descriptions attached hereto as Exhibit "B.", and the floor

plans attached hereto as Exhibit "B" shall be a Limited Common Element for the exclusive use of such Unit Owners or their guests.

3.5.3 Commercial Unit Signage. All Commercial Unit signage shall be personal property appurtenant to the Commercial Unit owning such signage. Commercial Unit signage may be located in the Common Elements or in the interior of any Commercial Unit. Any signage to be located in the Common Elements shall be approved by the Developer, or the Board after the Turnover Meeting has occurred, such consent not to be unreasonably withheld. Upon approval of such signage by the Developer or the Board, as applicable, such signage shall not be removed by the Developer, the Board or the Association without the written consent of the Commercial Unit Owner who owns such signage. A Commercial Unit Owner shall not require the consent of the Developer, the Board or the Association to maintain any signage within the interior of a Commercial Unit, whether or not visible from the Common Elements or the Condominium Property.

3.5.4 Use of Limited Common Elements and Commercial Unit Signage. The above facilities constitute Limited Common Elements and, as such, are reserved for the exclusive use of the designated Residential Unit Owners and their Guests, to the exclusion of the other Residential Unit Owners or Commercial Unit Owners and their Guests, as applicable, and there shall pass with title to each Residential Unit Owner and Commercial Unit Owner, such use rights with respect to such designated Limited Common Elements appurtenant to such Unit. Limited Common Elements reserved for the use of the Commercial Unit Owners are collectively referred to herein as the "Commercial Limited Common Elements" and Limited Common Elements reserved for the use of the Residential Unit Owners are collectively referred to as the "Residential Limited Common Elements." The Commercial Unit signage shall be maintained and repaired by the Commercial Unit Owner who owns such signage, at its sole cost and expense.

3.6 Appurtenances. Each Unit shall have appurtenant thereto an undivided interest, as hereinafter set forth, in the Common Elements, the Common Expenses, the Common Surpluses and the Limited Common Elements appurtenant to the Unit as provided for in this Declaration. The fee title to each Unit shall include both the Unit and the undivided interest in the Common Elements, the Limited Common Elements and the Common Surpluses; and said undivided interest shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrances may refer only to the fee title of that Unit. The Unit Owners' memberships in the Condominium Association shall be appurtenant to the Unit and such membership shall be governed by the terms of this Declaration, the Articles, Bylaws and rules and regulations of the Condominium Association, as all of the same may be amended, modified or supplemented from time to time

3.7 Restraint Upon Separation and Partition of Common Elements and Limited Common Elements. The shares in the Common Elements and Limited Common Elements appurtenant to Units shall remain undivided, and no action for partition shall lie. A share in the Common Elements and Limited Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit. The undivided share in the Common Elements and the Limited Common Elements which is appurtenant to a Unit shall not be separated therefrom

and shall pass with title to a Unit whether or not separately described. Any attempt to separate the fee title to a Unit from the undivided interest in the Common Elements, the Limited Common Elements or the Common Surpluses appurtenant to such Unit shall be null and void.

3.8 No Timeshare Estates. Timeshare estates may not be created in any Unit by any person or entity in the Condominium. Notwithstanding the foregoing, the Units may be owned by a partnership, limited liability company or other joint ownership arrangement and all partners, members, managers or joint owners shall have the right to use the Unit on such basis as the partners, members, managers or joint owners may agree, subject to the requirements of the Declaration, including but not limited to the rules and regulations of the Condominium Association

ARTICLE IV.

4.1 Allocation of Ownership Interest. The owner or owners of each Unit shall have an undivided interest in and to the Common Elements, Limited Common Elements, Common Expenses and Common Surpluses of the Condominium as set forth on Exhibit "E" attached hereto. The allocation of percentage of ownership in the Common Elements, Limited Common Elements, Common Expenses and Common Surpluses have been analyzed and assigned to each Unit based upon the total square footage of each Unit in uniform relationship to the total square footage of all Units in the Condominium.

ARTICLE V.

5.1 Maintenance, Alteration and Improvement. Responsibility for Operating the Condominium Property, and restrictions upon the alteration and improvement thereof, shall be as set forth in this Article V.

5.2 Units -- Condominium Association's Responsibilities. The Condominium Association shall maintain, repair and replace at the Condominium Association's expense:

5.2.1 all exterior portions of a Unit, including, without limitation, the outside walls of the Condominium Building, all fixtures on its exterior, garage doors, boundary walls of Units, all load bearing walls, partitions, floors and columns which affect the structural integrity of the building, whether contained in a Unit or not;

5.2.2 all conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services, which are contained in the portions of a Unit, that service part or parts of the Condominium other than the Unit within which contained;

5.2.3 all Common Elements and Limited Common Elements, as provided in Section 5.4, except those Limited Common Elements which a Unit owner is expressly obligated to maintain, as set forth in this Declaration; and

5.2.4 all incidental damage caused to a Unit by such work specified in 5.2.1 and 5.2.3 of this subsection.

All repairs and maintenance shall be performed on a periodic schedule and to the standards as recommended by the manufacturer or supplier of the respective component and at such other times as determined to be necessary or appropriate by the Board. All repairs and maintenance shall be performed promptly upon ascertaining the need.

5.3 Units – Unit Owners' Responsibilities. The responsibility of the Unit Owner shall be as follows:

5.3.1 To maintain in good condition, repair and replace, at his/her expense all portions of such Unit Owner's Unit, except the portions to be maintained, repaired and replaced by the Association. The portions of a Unit to be maintained, repaired and replaced by the Unit Owner, at his/her expense, shall include, but not be limited to, the following items: appliances such as the cabinets, dishwasher, refrigerator, stove, water heater, air conditioner, heater, floor coverings (except floor slabs), interior fixtures such as electrical and plumbing fixtures, inside paint and other inside wall finishes. Replacement of all broken windows in a Unit shall be the responsibility of the Unit Owner. Operation of mechanical equipment and its installation shall be done in a manner that will not cause annoyance to the residents of other Units. Minimal, or lack of, use of air conditioning or dehumidifiers will likely cause separation or swelling of wood or laminated cabinets, doors, etc., and cause mold or mildew to form within the Unit and must be avoided by the Unit Owner. Proper maintenance, in accordance with the manufacturers' instructions, is the responsibility of the Owner of the Unit.

5.3.2 To keep in a good condition, maintain and repair the interior of the Balcony portions of the Limited Common Elements appurtenant to his or her Unit.

5.3.3 Not to make or cause to be made any structural addition or alteration, modification, penetration of, repair, replacement or change to the Common Elements or the Limited Common Elements or to any outside or exterior portion of the building or other structures located on the Condominium Property, whether part of a Unit, the Common Elements or the Limited Common Elements. Notwithstanding the obligation of Unit Owners for maintenance, repair and replacement of their Units, the proceeds of all insurance awards or payments actually received by the Condominium Association under insurance carried by the Condominium Association for loss or damage to or within Units shall be applied against repairs and replacements to the extent that such award or payments exceed the deductible provisions of such insurance.

5.3.4 The Commercial signage shall be maintained in good condition and repair by the Commercial Unit Owner owning such signage, at its sole cost and expense.

5.4 Common Elements and Limited Common Elements – Condominium Association's Responsibilities.

5.4.1 The maintenance, repair and replacement of the Common Elements and the Limited Common Elements shall be the responsibility of the Association; and there shall be no material alterations or substantial additions to the Common Elements and the Limited Common Elements, except upon an affirmative vote of eighty percent (80%) of the Voting Interests.

5.4.2 The Board may enter into a contract with any firm, person or corporation for the maintenance and repair of the Condominium Property.

5.4.3 No Unit Owner shall make any alterations in the portions of the improvements of the Condominium which are to be maintained by the Association, or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the Condominium Building containing his/her Unit, or impair any easements.

5.4.4 The Association shall be responsible to provide pest control within each Unit.

5.4.5 The Association shall be responsible for the maintenance, repair and replacement of all exterior surfaces of the Condominium Building, and no Unit Owner shall paint an exterior wall, door, window or any exterior surface without the written consent of the Board of Directors. The prior written consent of Developer shall be required or, in the alternative, an affirmative vote of eighty percent (80%) of the Voting Interests, to a change in the exterior color of the Condominium Buildings, Common Elements or Limited Common Elements, the interior color of the Common Elements or Limited Common Elements, the exterior appearance of the Condominium Buildings, Common Elements, Limited Common Elements or the interior appearance of the Common Elements or the Limited Common Elements. Although a change of color shall be a material alteration, a different tone or hue of paint (because of fading or weathering of original paint) shall not be a material alteration. Notwithstanding the foregoing provision, the prior written consent of the Association shall not be required for alterations, maintenance or painting done by a Commercial Unit Owner to its Unit or the Limited Common Elements appurtenant to such Commercial Unit. Nothing herein shall prevent a Commercial Unit Owner from installing, painting and repainting Commercial Unit Signage.

5.5 Enforcement of Maintenance. In the event an Owner fails to maintain his/her Unit, Limited Common Elements or Commercial Signage, as required herein, or makes any alteration or addition without the required consent, or otherwise violates or threatens to violate the provisions of this Declaration relevant to maintenance, alteration and repair, the Association shall have the right to perform such maintenance, remove any unauthorized addition or alteration and restore the Condominium Property to good repair and condition and charge the Unit Owner therefor. In the event the Unit Owner fails to maintain his/her Unit or the Limited Common Elements, as required herein, or makes any structural addition or alteration, or change without

the required consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall also have the right to immediately proceed in a court of competent jurisdiction for an injunction to seek compliance with the provisions hereof. The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary or appropriate, for the maintenance, repair or replacement of any Common Elements, Limited Common Elements or for making emergency repairs which are necessary or appropriate to prevent damage to the Common Elements, Limited Common Elements or to another Unit or Units.

ARTICLE VI.

6.1 Common Expenses and Common Surplus.

6.1.1 Common Expenses shall include the expenses of the operation, maintenance, repair or replacement of the Common Elements and Limited Common Elements, without limitation, costs of carrying out the powers, duties and obligations of the Association, costs of maintaining any facilities and property owned by the Condominium Association and any other expenses designated as Common Expenses by the Condominium Act, this Declaration, the Articles or the Bylaws. The Common Expenses shall also include the assessments due by the Unit Owners pursuant to the Master Declaration, Cost Share Declaration, the Connector Road Maintenance Agreement, and such assessments collected and assessed by the Association as part of the Common Expenses may be more or less than the amount of such assessments, which may be owed by the Unit Owner directly pursuant to such documentation. The costs of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract shall be deemed a Common Expense. Common Expenses also include water and sewer services and pest control provided to the Units, Common Elements and Limited Common Elements, reasonable transportation services, insurance for directors and officers, road maintenance and operation expenses, in-house communications and restricted access or roving patrol services, if any, all of which are reasonably related to the general benefit of the Unit Owners, even if such expenses do not attach to the Common Elements or Condominium Property.

6.1.2 Common Expenses shall be assessed against Unit Owners in the proportions or percentages of ownership of the Common Elements and Limited Common Elements provided in this Declaration, Article IV and the Articles and Bylaws of the Condominium Association attached hereto as Exhibit "F."

6.1.3 The Common Surplus, if any, shall be owned by Unit Owners in the proportions or percentages of ownership of the Common Elements and Limited Common Elements and shall be applied as a credit towards future assessments.

6.2 Determination of Assessments.

6.2.1 Each Unit Owner shall pay an amount as specified in each year's operating budget to the Condominium Association for the operation, maintenance, repairs, replacement and restoration of the Condominium, its Common Elements and Limited Common Elements. Said sum or sums are hereinafter referred to as the "Assessments."

6.2.2 The Annual Assessments shall initially be payable monthly in advance by Unit Owners directly to the Condominium Association; however, the Board shall have the power to establish other collection procedures from time to time as provided in the Bylaws, provided such assessments shall not be collected in advance on more than a quarterly basis. Each Unit Owner shall be responsible for a share of the Common Expenses equal to his/her undivided interest in the Common Elements and Limited Common Elements of the Condominium as set forth in Article IV of this Declaration. Said share shall be paid to the Association in the manner provided in the Articles and Bylaws.

6.3 Collection of Assessments – Liability, Interest and Liens. The determination and collection of assessments against Unit Owners for Common Expenses and Limited Common Elements shall be pursuant to Article VIII of the Bylaws subject to the following provisions:

6.3.1 Assessments that are unpaid for over ten (10) days after due date shall bear interest at the highest rate allowed by law; all payments on account shall be first applied to interest, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment. After ten (10) days there shall also be, in addition to interest, an administrative late charge of the greater of five percent (5%) of each installment or Twenty Five and No/100 Dollars (\$25.00) to cover processing and collection charges.

6.3.2 The Association shall have a right to place a lien on each Unit for any unpaid assessments with interest thereon. Said lien shall also secure reasonable attorneys' fees and costs incurred (whether at trial, on appeal or in any bankruptcy proceedings) by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the date of its recording in the manner provided in the Condominium Act, and shall have the priorities established by the Condominium Act and this Declaration.

6.3.3 Liens for assessments may be foreclosed in the manner provided in the Condominium Act. In any foreclosure of a lien for assessments, the Owner of the Unit subject to the lien may be required, by the court in its discretion, to pay a reasonable rental for the Unit, and the lienor may be entitled to the appointment of a receiver to collect the same. The Condominium Association shall have the power to bid on the Condominium Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey same. Nothing herein, however, shall be construed to prevent maintenance of a suit to recover a money judgment for unpaid assessments, and the maintenance of such suit shall not be deemed a waiver of the lien securing same. The Condominium Association is entitled to recover its reasonable attorneys' fees and costs incurred (whether at trial, on appeal or in any bankruptcy proceedings) in any action to recover a money judgment for assessments.

6.3.4 The liability of a first Mortgagee, or its successors or assigns, who acquires title to the Unit by a purchase at the public sale resulting from the first Mortgagee's foreclosure or by deed given in lieu of foreclosure, for the unpaid assessments that became due prior to the Mortgagee's acquisition of title is limited to the lesser of:

6.3.4.1 the Unit's unpaid Common Expenses and regular periodic assessments which accrued or came due during the six months immediately preceding the acquisition of title and for which payment in full has not been received by the Condominium Association; or

6.3.4.2 one percent (1%) of the original mortgage debt.

The provisions of this paragraph shall only apply if the first Mortgagee joined the Condominium Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Condominium Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the Mortgagee.

6.3.5 The person acquiring title shall pay the amount owed to the Condominium Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Condominium Association to record a claim of lien against the Unit and proceed in the same manner as provided in this Section for the collection of unpaid assessments.

6.3.6 A Unit Owner, regardless of how his/her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments which become due while he/she is the Unit Owner.

6.3.7 No Unit Owner may exempt himself/herself from liability for his/her contribution towards the Common Expenses by waiver of the use and enjoyment of any of the Common Elements, Limited Common Elements or by the abandonment of his Unit. A Unit Owner is jointly and severally liable with the previous Unit 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 current Unit Owner may have to recover, from the previous Unit Owner, the amounts paid by the current Unit Owner. Within fifteen (15) days after request by a Unit Owner or Mortgagee, the Condominium Association shall provide a certificate stating all assessments and other moneys due the Condominium Association. Any person other than the Owner who relies upon such certificate shall be protected thereby.

6.4 Working Capital Assessments to the Condominium Association. At closing, any initial purchaser of a Residential Unit from the Developer shall pay a contribution to the working capital of the Condominium Association ("Working Capital Assessment") equal to two (2) months of annual assessments applicable to that Unit to be paid to the Condominium Association. Any subsequent purchaser of the Unit shall pay the Working Capital Assessment to the Condominium Association at the closing of such subsequent purchaser's purchase of the Unit. The Working Capital Assessments are not advance payments of annual assessments.

ARTICLE VII.

7.1 Association Powers, Operation and Management.

7.1.1. The operation of the Condominium shall be by the Condominium Association. The Association shall operate pursuant to the provisions of this Declaration, the Articles, the Bylaws and the Condominium Act. The powers and duties of the Association are those as set forth in the Articles and the Bylaws and include the authority of the Board of Directors of the Association to adopt reasonable rules and regulations for the use, maintenance and conservation of the Condominium Property and for the benefit of the Unit Owners, all of whom shall be subject to such rules and regulations.

7.1.2. The Association shall administer and manage this Condominium (other than the rental management of the Units) and maintain and repair the Common Elements and the Limited Common Elements, except as provided in Section 5.3.

ARTICLE VIII.

8.1 Insurance Policies.

8.1.1 The Condominium Association shall use its best efforts to obtain fire and extended coverage insurance, vandalism and malicious mischief insurance (or in the Board of Director's discretion equivalent or better coverages) insuring all of the insurable improvements within the Common Elements and Limited Common Elements, together with such other insurance as the Association deems necessary (if available at a reasonable price) with a company with a "B+" rating or better, in an amount which shall be equal to the full replacement value as determined annually if obtainable, but otherwise no less than a policy covering the actual cash value (an amount equal to the maximum insurable replacement cost). The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the Common Expenses. The named insured in all insurance policies upon the Condominium Property shall be the Association individually and as agent for the Unit Owners, without naming them, and first Mortgagees and other Mortgagees upon request.

8.1.2 Provision shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to Mortgagees. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee hereinafter described, and all policies and endorsements thereon shall be deposited with the Insurance Trustee unless otherwise specified in Section 8.5 below.

8.2 Liability Insurance. The Association shall use its best efforts to obtain public liability insurance, including, but not limited to, hired automobile and non-owned automobile coverage, including cross-liability endorsements to cover liabilities of the Unit Owners as a group covering all the Common Elements and Limited Common Elements and insuring the Association and the Unit Owners as it and their interests appear, in such amounts as the Board may determine from time to time but in no event less than One Million and No/100 Dollars (\$1,000,000.00). Premiums for such insurance shall be chargeable as Common Expenses to be

assessed against and paid by each of the Unit Owners in the proportions set forth above in Article IV. The Association shall not be responsible for purchasing liability insurance to cover accidents occurring within the individual Units.

8.3 Casualty Insurance.

8.3.1 The Association shall use its best efforts to obtain casualty insurance insuring against vandalism, malicious mischief, fire, windstorm, flood, and extended coverage insurance (or in the Board of Director's discretion equivalent or better coverages), insuring all of the insurable improvements upon the land and all personal property included in the Common Elements and Limited Common Elements, including those portions of any Condominium Buildings, as described in Section 8.10.1, for an insurable value in an amount equal to the maximum insurable replacement value as determined annually by the Board.

8.3.2 Premiums for such insurance shall be chargeable as a Common Expense to be assessed against and paid by each of the Unit Owners in the proportion set forth above in Article IV. The Board shall annually make an analysis to determine the maximum replacement costs for insurance purposes for all of the then existing improvements for the ensuing year.

8.4 Additional Insurance. The Association shall obtain such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable. Premiums for such insurance shall be chargeable as a Common Expense to be assessed against and paid by each of the Unit Owners in the proportions set forth above in Article IV. Other insurance shall include, if applicable: a) Worker's Compensation Insurance and b) Directors' and officers' liability insurance, if available.

8.5 Association – Share of Proceeds. Proceeds covering property losses which shall be in the amount of \$1,000,000.00 or less, shall be paid to the Condominium Association. The duty of the Association shall be to receive such proceeds as are paid and to hold them in trust for the benefit of the Unit Owners and Mortgagees in a like manner as the duty of the Insurance Trustee as set forth in Section 8.6 and 8.7.

8.6 Insurance Trustee – Shared Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners and their Mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses which exceed \$1,000,000.00, or such other amount as the Board determines from time to time, shall be paid to an Insurance Trustee which shall be designated by the Board and which shall be a bank or trust company in Florida with trust powers. Proceeds for property losses in amounts less than \$1,000,000.00 shall be paid to the Association in lieu of an Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums, the renewal or the sufficiency of policies or the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein and for the benefit of the Unit Owners and their Mortgagees in the following shares, which shares need not be set forth on the records of the Insurance Trustee:

8.6.1 Common Elements and Limited Common Elements. Proceeds on account of damage to Common Elements and Limited Common Elements, an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements and Limited Common Elements appurtenant to his/her Unit.

8.6.2 Units. Proceeds on account of insured damage to a Unit or Units shall be held in the following undivided shares:

8.6.2.1 When the Condominium Building is to be restored, for the Owners of damaged Units in proportion to the cost of repairing the insured damage suffered by each Unit Owner, which cost shall be determined by the Association.

8.6.2.2 When the Condominium Building is not to be restored, an undivided share for each Unit Owner, such share being the same as the shares as determined upon termination of the condominium as set forth in Article XIII.

8.6.3 Mortgages. In the event a Mortgagee endorsement has been issued as to a Unit, the share of that 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, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except those proceeds paid to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration.

8.7 Distribution of Proceeds. In the event a loss occurs for which proceeds of insurance policies are received in excess of \$1,000,000.00, or such other amount as determined by the Board from time to time, proceeds under the policies shall be disbursed by the Insurance Trustee in the following manner:

8.7.1 Expenses of the Insurance Trustee. All expenses of the Insurance Trustee shall be paid first or provision made therefor, and the same shall be a Common Expense.

8.7.2 Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the Insurance Trustee shall pay the proceeds to cover the cost thereof as provided in Section 9.4.3. Any proceeds remaining after covering such costs shall be distributed to the Owners, each Owner's share being equal to the undivided interest in the Common Elements and Limited Common Elements appurtenant to his/her Unit, as provided in Article IV. Such proceeds shall be paid to Unit Owners and their Mortgagees jointly. This is a covenant for the benefit of any Mortgagee of any Unit and may be enforced by such Mortgagee.

8.7.3 Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided in this Declaration, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the Owners by the Insurance Trustee, each Owner's share being equal to the undivided interest in the Common Elements and the Limited Common Elements appurtenant to his/her Unit, as described in Article IV.

Remittances shall be paid to Unit Owners and their Mortgagees jointly. This is a covenant for the benefit of any Mortgagee of any Unit and may be enforced by such Mortgagee.

8.7.4 Certificate. In making distributions to Unit Owners and their Mortgagees, the Insurance Trustee may rely upon a certificate of the Condominium Association, executed by its President or Vice President and Secretary or Assistant Secretary, as to the names of the Unit Owners and their respective shares of the distribution.

8.8 Agent for Association. The Board of the Condominium Association shall irrevocably act as agent for the Unit Owners and for the holders of mortgages upon the Units to adjust all claims arising under insurance policies purchased by the Condominium Association and to execute and deliver releases upon the payment of claims.

8.9 Owner's Individual Insurance Policies. Each Unit Owner shall be obligated to obtain public liability insurance coverage at their own expense to protect against claims due to accidents within or on his/her Unit and casualty insurance on the contents within each Unit. Said policies shall provide that the coverage afforded is in excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association. In addition, each Unit Owner should review the coverage of the Condominium Association to determine any additional insurance that may be advisable for the Unit Owner to purchase.

At the Board's sole option, Unit Owners may be required to obtain a flood policy for their individual Unit in an amount set by the Board. Each of these policies shall name the Association as an additional insured.

8.10 Extent of Coverage.

8.10.1 All casualty policies issued to protect Condominium Buildings shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to, fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed or replacements thereof, in accordance with the original plans and specifications. With respect to the coverage provided for by this Section 8.10.1, the Unit Owners shall be considered additional insureds under the policy. For purposes of this Declaration and the following Article, all buildings constituting the Condominium, as described in the Exhibits to this Declaration, shall collectively be deemed one building and shall include any additional buildings as a part thereof which may hereafter become a part of the Condominium.

8.10.2 Insurance maintained by the Association shall not insure against damage to Unit floor coverings, wall coverings or ceiling coverings, and does not include: electrical fixtures, appliances, air conditioning or heating equipment, water heaters, and built-in cabinets located within a Unit, or personal property contained within the Unit. All other property contained within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units shall be insured by the individual Unit Owners.

ARTICLE IX.

9.1 Reconstruction or Repair After Casualty. If any part of the Condominium Property shall be damaged by casualty, a decision as to whether or not it shall be reconstructed or repaired shall be determined in the following manner:

9.1.1 Damage to Common Elements and Limited Common Elements. If the damaged improvement is a Common Element or a Limited Common Element, the damaged property shall be reconstructed or repaired by the Condominium Association unless it is determined that the Condominium shall be terminated, as provided in Article XIII.

9.1.2 Condominium Building – Lesser Damage. If the damaged improvement is a Condominium Building and if the Units to which less than seventy percent (70%) of the Common Elements are appurtenant are found by the Board to be untenable, the damaged property shall be reconstructed or repaired unless, within sixty (60) days after the casualty, it is determined by agreement that the Condominium shall be terminated, as provided in Article XIII.

9.1.3 Condominium Building – Major Damage. If the damaged improvement is a Condominium Building and if the Units to which more than seventy percent (70%) of the Common Elements are appurtenant are found by the Board to be untenable after the casualty ("Major Damage"), a decision as to whether the damaged property will be reconstructed and repaired or the Condominium terminated shall be determined in the following manner:

9.1.3.1 Promptly after the casualty the Condominium Association shall obtain reliable and detailed estimates of the cost to rebuild and repair.

9.1.3.2 Promptly after the determination of the amount of insurance proceeds, the Association shall give notice to all Unit Owners of the casualty, the extent of the damage, the estimated cost to rebuild or repair, the amount of insurance proceeds and the estimated amount of assessments required to pay the excess of the cost of reconstruction or repair over the amount of insurance proceeds. Such notice shall announce a meeting of Unit Owners to be held within thirty (30) days from the mailing of such notice.

9.1.4 Determination to Reconstruct or Repair. If the insurance proceeds are sufficient to pay for the cost of reconstruction or repair, then approval by ten percent (10%) of the Voting Interest shall be sufficient for reconstruction or repair. If the insurance proceeds are not sufficient, then approval by twenty percent (20%) of the Voting Interests shall be required for reconstruction or repair. If the required approval is not obtained in either of the insurance proceeds scenarios described in the preceding two (2) sentences, the Condominium shall be terminated without agreement, and any proceeds from insurance or sale of Condominium Property shall be distributed as provided in Article XIII of this Declaration. Such approval may be expressed by vote or in writing filed with the Condominium Association at or prior to the meeting described in Section 9.1.3.2. The expense of such determination of whether or not to reconstruct or repair shall be assessed against all Unit Owners in proportion to their shares of the Common Elements and the Limited Common Elements, as provided in Article IV.

9.1.5 Certificate. The Insurance Trustee may rely upon a certificate of the Condominium Association executed by its President or Vice President and Secretary or Assistant Secretary in determining whether the damaged property is to be reconstructed or repaired.

9.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, modified as necessary to comply with current laws and regulations, portions of which are attached hereto as Exhibits or, if not, then according to plans and specifications approved by the Board of the Condominium Association and by not less than eighty percent (80%) of the Voting Interests.

9.3 Responsibility. If the damage is only to those parts of an individual Unit or Units for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty.

9.4 Assessments to Reconstruct. If the proceeds of insurance are not sufficient to cover the estimated costs of reconstruction and repair, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient notwithstanding anything to the contrary contained herein, Assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be in proportion to the Owner's share in the Common Elements and the Limited Common Elements, as provided in Article IV.

9.4.1 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of insurance proceeds held by the Insurance Trustee and funds collected by the Condominium Association from Assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

9.4.1.1 Condominium Association. If the total Assessments made by the Condominium Association, in order to provide funds for the payment of costs of reconstruction and repair which is the responsibility of the Association, exceed One Million and No/100 Dollars (\$1,000,000.00), or such other amounts as determined by the Board from time to time, the sum paid upon such Assessments shall be deposited by the Condominium Association with the Insurance Trustee. In all such cases, the Condominium Association or the Insurance Trustee, as applicable, shall hold the sums paid upon such Assessments and disburse the same in payment of the costs of reconstruction and repair.

9.4.1.2 Insurance Trustee. The proceeds of insurance collected on account of a casualty and deposited with the Insurance Trustee, as provided in Section 8.6, and the sums deposited with the Insurance Trustee by the Association from collections of Assessments against Unit Owners on account of such casualty shall constitute a reconstruction funding, which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

9.4.1.2.1 Association -- Under One Million and No/100 Dollars (\$1,000,000.00). If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than One Million and No/100 Dollars (\$1,000,000.00), or

such other amounts as determined by the Board from time to time, then the construction fund shall be disbursed in payment of such costs upon the order of the Condominium Association.

9.4.1.2.2 Association – Over One Million and No/100 Dollars (\$1,000,000.00). If the amount of estimated costs of reconstruction and repair, which is the responsibility of the Association is One Million and No/100 Dollars (\$1,000,000.00) or more, or such other amounts as determined by the Board from time to time, then the construction fund shall be disbursed first to the payment of the expenses of the Insurance Trustee, as provided in Section 8.7.1, and then in payment of such costs in the manner required by the Board, upon approval of an architect or engineer qualified to practice in the State of Florida and employed by the Association to supervise the work.

9.4.1.2.3 Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the Association or the Insurance Trustee, as applicable, to the Unit Owner, provided such Unit Owner shall be responsible to use such funds for repair of the Unit or such other area of the Condominium that the Unit Owner is responsible to repair, and, if there is a mortgage endorsement as to such Unit, then to the Unit Owner and the Mortgagee jointly.

9.4.1.2.4 Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund, after payment of all costs of reconstruction and repair, for which the funds are established, such balance shall be distributed to the Owners in the manner stated in Section 8.7; except, however, that the part of a distribution to an Owner, which represents Assessments paid by such Owner into the construction fund, shall not be made payable to any Mortgagee.

9.4.1.2.5 Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect, engineer or otherwise, whether a disbursement is to be made from the construction fund or whether surplus funds to be distributed are less than the Assessments paid Unit Owners. Instead, the Insurance Trustee may rely upon a certificate of the Condominium Association, executed by its President or Vice President and Secretary or Assistant Secretary, as to any or all of such matters stating that the sums to be paid are due and properly payable in the name of the designated payee and the amount to be paid; provided that, when a Mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the Mortgagee as payee of any distribution or insurance proceeds to a Unit Owner; and, further, provided that, when the Association or a Mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund so requires, the approval of an architect or engineer named by the Condominium Association shall be first obtained by the Condominium Association prior to disbursements in payment of costs of reconstruction and repair.

ARTICLE X.

10.1 Condemnation or Eminent Domain. In case at any time or times the Condominium Property or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all proceeds paid for or on account of such taking shall be payable to the Condominium Association as trustee for all Unit Owners and Mortgagees according to the loss or damage to their respective interests in the Condominium property, as follows:

10.1.1 All Units Remain Tenable. If such taking does not reduce or make untenable any of the Units, said proceeds shall be used promptly to replace or restore improvements taken upon the affirmative vote of owners of twenty percent (20%) of the Voting Interests. In the event twenty percent (20%) of the Voting Interests do not approve the replacement and restoration of the property so taken, the proceeds shall be distributed to the Unit Owners in proportion to their ownership in the Common Elements and the Limited Common Elements as provided in Article IV.

10.1.2 Some Units are Made Untenable. If such taking reduces or makes untenable some, but not all, of the Units, the proceeds shall be distributed to each Unit Owner and Mortgagee affected by such taking jointly and in proportion to the impairment of their respective interests as determined by the final unappealable condemnation award. The shares in the Common Elements and Limited Common Elements appurtenant to the Units which continue as part of the Condominium shall be equitably adjusted to distribute the ownership of the Common Elements and Limited Common Elements among the reduced number of Owners.

10.1.3 All Units are Untenable. If such taking reduces or makes untenable all of the Units, the proceeds shall be distributed by the Association in the same manner as insurance proceeds as provided in Section 8.7.

ARTICLE XI.

11.1 Use of Units, Common Elements, and Limited Common Elements.

11.1.1 A Residential Unit shall be used only as a dwelling Unit in accordance with the rules and regulations as provided in Article X of the Bylaws, and for no other purposes. Use of a Commercial Unit for trade or commerce is permitted. The Residential Unit Owner shall not permit or suffer anything to be done or kept in his/her Unit which will increase the rate of insurance on the Condominium Property or which will obstruct or interfere with the rights of the other Unit Owners or annoy them by unreasonable noise or otherwise; nor shall the Unit Owner commit or permit any nuisances, immoral or illegal acts in or about the Condominium Property. No clothes lines or similar devices shall be allowed on any portion of the Condominium Property by any person, firm or corporation without the written consent of the Board. No grilling or barbecuing is permitted on the Limited Common Elements appurtenant to a Residential Unit, including, without limitation, any Balcony. No signs shall be displayed from a Residential Unit or Balcony portion of the Limited Common Element appurtenant to a Residential Unit or on the Common Elements except those which have advance written approval from Developer or except as otherwise provided herein.

11.1.2 The Commercial Unit Owners shall not permit or suffer anything to be done or kept in a Commercial Unit which will cause the Condominium Property to be uninsurable. The Commercial Unit Owner shall not permit or suffer anything to be done or kept in a Commercial Unit which will cause an extraordinary increase in the Condominium Property insurance premium over that paid by the Association in the current budget year, unless the Commercial Unit Owner agrees to reimburse the Condominium Association for fifty percent (50%) of the extraordinary increase in the insurance premium for the year in question.

11.1.3 Reasonable regulations concerning the use of the Common Elements and Limited Common Elements may be made and amended from time to time by the Condominium Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendment thereto shall be furnished by the Condominium Association to all Unit Owners and residents of the Condominium upon request. Notwithstanding the above provision, no such rules and regulations shall interfere with, or restrict the operation of, the Commercial Units as contemplated by this Declaration, unless the written consents of the attached Commercial Unit Owners are obtained.

ARTICLE XII.

12.1 Developer's Use of Condominium Property in Connection with Sales Activities. Notwithstanding any of the provisions herein above contained, Developer shall have the right to transact any business necessary to market or consummate sales of Condominium Units, including, but not limited to, the right to maintain models, erect signs identifying the Condominium Property and advertising the sale of Condominium Units, maintain employees in offices, use the Common Elements and Limited Common Elements and show Units for sale. Any sales office, the furniture and furnishings in the model Units, signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. So long as there are unsold Condominium Units, Developer retains the right to be the Owner of said unsold Units under the same terms and conditions as all other Unit Owners, provided that Developer shall have such additional rights granted to or reserved by Developer, and any persons occupying a Unit owned by Developer, with the consent of Developer, shall, for the purposes of determining their rights and obligations, be treated as the Owner of the Unit so occupied. No amendment of this Section shall be effective without the prior written consent of the Developer to any such amendment.

12.2 Leasing of Individual Units. In order to preserve the character of the Condominium as predominantly owner-occupied, and to comply with the eligibility requirements for financing in the secondary mortgage market, leasing of Residential Units shall be governed by the restrictions imposed by this Paragraph. Except as provided herein, the leasing of Units shall be prohibited.

12.2.1 General. Residential Unit Owners desiring to lease their Residential Units may do so only if they have applied for and received from the Board of Directors either a "leasing permit" or a "hardship leasing permit." Such a permit, upon its issuance, will allow an Owner to lease his or her Unit provided that such leasing is in strict accordance with the terms of

the permit and this Paragraph. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits consistent with this Paragraph. All leasing permits and hardship leasing permits shall be valid only as to a specific Residential Unit Owner and Residential Unit and shall not be transferable between either Residential Units or Residential Unit Owners (including a subsequent Residential Owner of a Residential Unit where a permit was issued to the Owner's predecessor in title).

12.2.2 Leasing Permits. A Residential Unit Owner's request for a leasing permit shall be approved if current, outstanding leasing permits have not been issued for more than thirty percent (30%) of the total Residential Units (excluding Residential Units owned by the Declarant) in the Condominium. A leasing permit shall be automatically revoked upon the happening of any of the following events: (i) the sale or transfer of the Residential Unit to a third party (excluding sales or transfers to (a) a Residential Unit Owner's spouse, (b) a person cohabitating with the Residential Unit Owner and (c) a corporation, partnership, company or legal entity in which the Residential Unit Owner is a principal; (ii) the failure of a Residential Unit Owner to lease his or her Residential Unit within ninety (90) days of the leasing permit having been issued; or (iii) the failure of a Residential Unit Owner to have his or her Residential Unit leased for any consecutive ninety (90) day period thereafter. If current leasing permits have been issued for more than thirty percent (30%) of the total Residential Units (excluding Residential Units owned by the Declarant), no additional leasing permits shall be issued (except for hardship leasing permits) until the number of outstanding current leasing permits fall below thirty percent (30%) of the total Residential Units (excluding Residential Units owned by the Declarant) in the Condominium. Owners who have been denied a leasing permit shall automatically be placed on a waiting list for a leasing permit and shall be issued the same if they so desire when the number of current outstanding leasing permits issued falls to thirty percent (30%) or less of the total Residential Units (excluding Residential Units owned by the Declarant) in the Condominium. The issuance of a hardship leasing permit to a Residential Unit Owner shall not cause the Residential Unit Owner to be removed from the waiting list for a leasing permit.

12.2.3 Hardship Leasing Permit. If the failure to lease will result in a hardship, the Residential Unit Owner may seek to lease on a hardship basis by applying to the Board of Directors for a hardship leasing permit. The Board of Directors shall have the authority to issue or deny requests for hardship leasing permits, in its discretion, after considering the following factors: (i) the nature, degree and likely duration of the hardship; (ii) the harm, if any, which will result to the Condominium if the permit is approved; (iii) the number of hardship leasing permits which have been issued to other Residential Unit Owners; (iv) the Residential Unit Owner's ability to cure the hardship; and (v) whether previous hardship leasing permits have been issued to the Residential Unit Owner. A "hardship" as described herein shall include, but not be limited to, the following situations: (i) a Residential Unit Owner must relocate his or her residence outside the Jacksonville metropolitan area and cannot, within six (6) months from the date that the Residential Unit was placed on the market, sell the Residential Unit except at a price below the current appraised market value, after having made reasonable efforts to do so; (ii) where the Residential Unit Owner dies and the Residential Unit is being administered by his or her estate; and (iii) the Residential Unit Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Residential Unit. Hardship leasing permits shall be valid for a term not to exceed one (1) year. Residential Unit Owners may apply for additional hardship leasing

permits. Hardship leasing permits shall be automatically revoked if, during the term of the permit, the Residential Unit Owner is approved for and receives a leasing permit.

12.2.4 Leasing Provisions. Leasing which is authorized, pursuant to permit hereunder, shall be governed by the following provisions:

12.2.4.1 Notice. At least seven (7) days prior to entering into the lease of a Residential Unit, the Residential Unit Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease. In the event a lease is disapproved, the Board shall notify the Residential Unit Owner of the requisite action to be taken in order to bring the lease in compliance with the Declaration and any rules and regulations adopted pursuant thereto.

12.2.4.2 General. No Residential Unit shall be leased for a term less than nine (9) months. Residential Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form which is deemed acceptable. There shall be no subleasing of Residential Units or assignment of leases without prior written Board approval. Within ten (10) days after executing a lease agreement for the lease of a Residential Unit, the Residential Unit Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Residential Unit. The Residential Unit Owner must provide the lessee copies of the Declaration, Bylaws and the Rules and Regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.

12.2.5 Commercial Units. The lease restrictions contained in this Article XII shall not apply to leasing of Commercial Units.

ARTICLE XIII.

13.1 Termination of Condominium. Unless provided otherwise in *Florida Statutes* §718.117, the following provisions related to termination of the Condominium shall apply:

13.1.1 If all Unit Owners and the holders of all recorded liens and mortgages upon all of the Condominium Parcels execute and duly record an instrument terminating the Condominium Property, or if "Major Damage" occurs as defined herein and subject to Article IX, the Condominium Property shall be removed from the provisions of the Condominium Act and thereafter owned in common by the Unit Owners. Upon such termination, the undivided interest in the Condominium Property owned in common by each Unit Owner shall be equal to the undivided interest in the Common Elements and the Limited Common Elements appurtenant to his/her Unit.

13.1.2 If the Condominium is terminated, the Owners of the Units shall continue to be responsible for their share of the Common Expenses attributable to the Condominium

Property and all other Association expenses, as set forth in this Declaration, the Articles and the Bylaws, in proportion to their ownership interest as set forth in Section 13.1.1 above.

13.1.3 If the Owners of at least ninety percent (90%) of the Units elects to terminate, with the consent of all holders of all recorded liens and mortgages on the Units owned by such Unit Owners who are electing to terminate, the Unit Owners shall have the option to buy the Units of the other Unit Owners, who do not elect to terminate the Condominium, for a period of sixty (60) days from the date of the meeting wherein the election to terminate was taken. The purchase price shall be the fair market value of the Units as of the date of the meeting wherein the election to terminate was taken, as determined in the following manner: a majority of the owners desiring to purchase the Units of the Owners who do not elect to terminate the Condominium shall, as a group, choose one appraisal firm who does business in Duval County, Florida and a majority of the owners who do not elect to terminate the Condominium shall, as a group, select one appraisal firm who does business in Duval County, Florida. Together these appraisal firms shall select a third appraiser who shall be an MAI appraiser who does business in Duval County, Florida. This third appraiser shall determine the fair market value of each of the Units being sold. The purchase price shall be paid in cash within sixty (60) days of the determination of the same, and good and insurable title to the applicable Units in an unoccupied condition shall be delivered in exchange for said payment to the applicable Unit Owner.

13.1.4 This Section concerning termination cannot be amended without the consent of eighty percent (80%) of the Unit Owners and eighty percent (80%) of the record owners of first mortgages upon the Units.

ARTICLE XIV.

14.1 Ad Valorem Taxes.

14.1.1 The Unit Owners shall be responsible for the payment of ad valorem taxes and special assessments affecting their respective Units to the Property Appraiser of Duval County, Florida, and assessments to such other future legally authorized governmental officer of authority having jurisdiction over the same. Nothing herein contained shall be construed, however, as giving to any Unit Owner the right of contribution or any right of adjustment against any other Unit Owner an account of any deviation by the taxing authorities from the taxes and assessments herein prescribed, and each Unit Owner shall pay such ad valorem taxes, and special assessments as are separately assessed against his/her Condominium Unit.

14.1.2 For purposes of ad valorem taxation, the interest of the Owner of a Condominium Unit in his Unit and in the Common Elements and Limited Common Elements shall be considered as a Unit. The value of said Unit shall be the fractional portion of the value of the entire Condominium, including land and improvements, as has been assigned to said Unit in Article IV hereof.

ARTICLE XV.

15.1 Membership in the Condominium Association and Voting Rights in the Association. Subject to the provisions and restrictions set forth in the Articles of Incorporation and Bylaws of the Association, each Unit Owner shall be a member of the Condominium Association and shall be entitled to one (1) vote for each Unit owned by him/her, to be exercised as provided in the Articles and Bylaws. As more fully set forth in the Articles and Bylaws, there are three (3) initial members of the Board of Directors. Pursuant to this Declaration, the Articles and Bylaws, Developer currently has the right to appoint all of the members of the Board. Upon certain occurrences, as set forth in the Articles of Incorporation and Bylaws and as provided by the Condominium Act, the Unit Owners will be entitled to elect some or all of the members of the Board of Directors, and the Board will be increased to five (5) members, a majority of which members will be elected solely by the Residential Unit Owners. The provisions addressing the right of the Unit Owners to elect members of the Board are contained in Article VIII of the Articles of Incorporation and Article IV of the Bylaws of the Condominium Association.

← election of 5 Board members

ARTICLE XVI.

16.1 Amendment of Declaration. This Declaration may be amended at any regular or special meeting of the Unit Owners of this Condominium called and convened in accordance with the Bylaws of the Association in the following manner:

16.1.1 Notice of the subject matter of the proposed amendment shall be included in the notice, if any, of the meeting at which the proposed amendment is considered.

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

16.1.3 An amendment shall be approved by affirmative vote of eighty percent (80%) of the Voting Interests. Provided, however, that no amendment shall operate to unlawfully discriminate against any Unit Owner nor against any Unit or class or group of Units, unless the Unit Owners so affected shall consent, and no amendment shall change any Unit nor share of the Common Expenses, unless the record owner of the Unit concerned and all record owners of liens on such Units shall join in the execution of the Amendment. No amendment shall be made affecting the rights, as expressed in this Declaration or any documents attached hereto, of Developer, as a Unit Owner or otherwise, unless the prior written consent of the Developer is given for such amendment. Likewise, should a proposed amendment materially affect the rights, as expressed in this Declaration or any documents attached hereto, of a first Mortgagee, then the

prior written joinder of the first Mortgagee is required, which consent shall not be unreasonably withheld. An amendment properly adopted shall be evidenced by attaching a copy of the Amendment to a certificate certifying that the Amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The Amendment shall be effective when such certificate and copy of the Amendment are recorded in the public records of Duval County, Florida.

16.2 Developer Amendments/Prohibited Actions.

16.2.1 Notwithstanding the foregoing provisions of this Article, Developer may amend this Declaration at any time before recordation without a meeting or vote of the Board members or Unit purchasers. Other than matters provided for in *Florida Statutes* §718.110(4) and *Florida Statutes* §718.110 (8), the Developer reserves to itself the right, with the consent of the Commercial Unit Owners, as long as the Developer is in control of the Association or Developer owns at least one Unit, to amend this Declaration of Condominium after it has been recorded without the consent of any Board members or Residential Unit Owners. Any such amendment shall be evidenced in writing, including the recording data identifying this Declaration, and be executed in the form required for a deed, but no certificate, of the Association shall be required. Said amendment shall not require the consent of any Unit Owner or record owner of liens or mortgage holder.

16.2.2 As long as Developer is the owner of record title to any Unit and holds that Unit for sale in the ordinary course of business no action that would be detrimental to the sale of Units by Developer shall be taken without approval in writing from Developer.

ARTICLE XVII.

17.1 Articles and Bylaws. The operation of the Condominium Property shall be governed by the Articles and Bylaws of the Condominium Association, copies of which are attached to this Declaration and made a part hereof as Exhibit E. The Articles and Bylaws may be amended in the manner provided for therein, but no amendment to said Articles and Bylaws shall be adopted which would affect or impair the validity or priority of any first mortgage covering or encumbering any Condominium Unit or Units.

ARTICLE XVIII.

18.1 Use of Commercial Units. All of the Commercial Units may be utilized as provided in Article I, Section 1.2.5 and this Article XVIII, including, but not limited to, use as bars, restaurants, lounges, nightclubs, fitness and spa facilities, conference room facilities, rental shops and any other commercial, resort, club or other facilities as operated by a Commercial Unit Owner. Refer to Article I, Section 1.2.5 and Article XVIII for more detail in regard to these Commercial Units.

18.2 Adverse Affects of Commercial Units. By acceptance of title to or possession of their Units, all owners agree and acknowledge that (i) restaurants, bars, lounges, nightclubs and other Commercial Units will be open for operation during extended hours each day as may be

standard for such facilities (which hours may be extended in the sole discretion of the Commercial Unit Owners) seven days a week, (ii) the Commercial Units Owners' restaurants may provide banquet facilities, room service and cater to parties held upon Limited Common Elements and Common Elements of the Condominium Property, (iii) subject only to compliance with any applicable noise ordinance(s), any music or noise resulting from the operations of Commercial Units, shall not be deemed a nuisance, and (iv) although the operators and owners of Commercial Units utilized as restaurants will attempt to minimize it, the preparation and disposal of food and beverage products produces odors which may, at times, be noticeable by Unit Owners and their Guests and these shall not be objectionable unless proved not to be in compliance with governmental regulations.

18.3 Use of Common Elements and Limited Common Elements by Other Developments. Notwithstanding any provision contained herein or in the Bylaws, Articles, or rules and regulations of the Association, Developer (and its successors and assigns), on behalf of the Association, reserves to itself until the date of the Turn-over Meeting, the right to:

Grant nonexclusive easements across the Common Elements and Limited Common Elements or enter into cross-use agreements with other developments built or to be built in Duval County, Florida. No fees or assessments are required to be paid to either the Association or any Unit Owner should Developer, on behalf of the Association, exercise this right. Neither the consent of the Association, any Unit Owner, or Mortgagee shall be required. Said instruments need only be executed by Developer and the Association and recorded in the public records of Duval County, Florida. After the date of the Turn-over Meeting, so long as Developer shall own at least one Unit, neither easements across the Common Elements, the Limited Common Elements nor cross-use agreements with other developments built, or to be built, in Duval County, Florida, shall be granted or entered into by the Association without the prior written consent of the Developer.

18.4 Enforcement. Developer, the Commercial Unit Owners and the Association may enforce any of the provisions of this Article XVIII by injunction or other equitable remedy or by an action at law for damages or both, and the prevailing party shall be entitled to recover its attorneys' fees and expenses.

18.5 Amendment. This Article XVIII cannot be amended without the consent of eighty percent (80%) of the Voting Interests of the Condominium.

ARTICLE XIX.

19.1 Effects of Restrictions, Easements and Conditions. All restrictions, reservations, covenants, conditions and easements contained in this Declaration shall constitute covenants running with the land and shall run perpetually unless terminated as provided herein and shall be binding upon all Unit Owners as defined in the Condominium Act and in consideration of receiving and by acceptance of a grant, devise or mortgage all grantees, devisees or Mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, and by the Articles, Bylaws and rules and regulations of the Condominium Association.

19.2 Bonding of Directors and Officers. Fidelity bonding of each person who controls or disburses funds of the Association in a principal amount of not less than Fifty Thousand and No/100 Dollars (\$50,000.00) is required and shall be increased as required by the Condominium Act and the Bylaws to match the maximum amount of funds that will be in possession of the Association. The Association shall pay all expenses arising out of the procurement and maintenance of said bonds, and such expenses shall be treated as a Common Expense.

19.3 Notice. Whenever notices are required to be sent pursuant to this Declaration, the same shall be sent to the Unit Owners by first class mail, certified mail, return receipt requested, or by a nationally recognized overnight courier, at their place of residence in the Condominium Building unless the Unit Owner has, by prior written notice, duly receipted for by the Association, specified a different address. Notices to the Association shall be delivered by first class mail, certified mail, return receipt requested, or by a nationally recognized overnight courier to the principal office of the Association at the offices of 2117 2nd Avenue North, Birmingham, Alabama 35203.

Notice to Developer shall be mailed by first class mail, certified mail, return receipt requested, or by a nationally recognized overnight courier to the principal office of Developer at 2117 2nd Avenue North, Birmingham, Alabama 35203. All notices shall be deemed and considered sent when mailed.

Developer, the Association and any Unit Owner may change their, or its, mailing address by written notice. The change of the mailing address of any parties as specified within this Section shall not require an amendment to this Declaration.

19.4 General Provisions.

19.4.1 If any provisions of this Declaration, or of the Articles or Bylaws attached hereto, or of the Condominium Act, or any Section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of this Declaration, the Articles and the Bylaws attached hereto, or the Condominium Act, and the application of any such provision, Section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

19.4.2 Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the Articles and the Bylaws and the Condominium Act. Should the Association find it necessary to bring court action to enforce compliance with the law, this Declaration or the Bylaws, the prevailing party in any such action shall be entitled to recover reasonable attorneys' fees incurred by it in bringing such action, as determined by the court, together with the court costs.

19.4.3 Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and plural shall include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

19.4.4 Captions and paragraph headings used in the Condominium Documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the Condominium Documents.

19.4.5 Developer may assign part or all of the rights, privileges, and obligations set forth within this Declaration or the other condominium documents as long as said assignment is in writing and recorded in the Public Records of Duval County, Florida.

19.4.6 This Declaration, the Bylaws and the Articles shall be interpreted by the Condominium Act and other applicable Florida law effective as of the date of recording of these Condominium Documents in the public records of Duval County, Florida. Subsequent amendments to Florida Statutes, local ordinances, rules and regulations shall not govern or be incorporated into or used to interpret these Condominium Documents, unless specific reference is made by such amendments.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Developer has caused these presents to be executed by its authorized agent, this ___ day of June, 2008.

Signed, sealed and delivered in the presence of:

“DEVELOPER”

TAPESTRY PARK PARTNERS, LLC, a Florida limited liability company

Judith Randolph
Print Name: Judith Randolph

By: Arlington Tapestry, LLC, an Alabama limited liability company, its manager

Starsha Hill
Print Name: Starsha Hill

By: Arlington Properties, Inc., an Alabama corporation, its sole member

By: James M. Dixon
James M. Dixon
its Vice President

STATE OF Alabama
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 12th day of June, 2008, by James M. Dixon, as Vice President of Arlington Properties, Inc., an Alabama corporation, the sole member of Arlington Tapestry, LLC, an Alabama limited liability company, the manager of Tapestry Park Partners, LLC, a Florida limited liability company, on behalf of the limited liability companies and corporation.



Nell H. Smith
Print Name: NELL H. SMITH

NOTARY PUBLIC
State of Alabama
Commission # _____
My Commission Expires: 4-15-2012
Personally Known or
Produced ID

Type of Identification Produced:

CONSENT AND JOINDER OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS:

That Regions Bank, an Alabama banking corporation, as successor by merger to AmSouth Bank (the "Mortgagee"), having an office at P.O. Box 11007, Birmingham, Alabama 35288, Attention: Commercial Real Estate Loan Department, the owner and holder of that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded in Official Records Book 13540, Page 1429, in the public records of Duval County, Florida (the "Mortgage") and certain other loan documents (collectively, the "Loan Documents"), hereby joins in and consents to the recording of the Declaration of Condominium for The Gallery Homes at Tapestry Park, a Condominium (the "Declaration") to be recorded in the public records of Duval County, Florida to establish a condominium with respect to the property encumbered by the Mortgage. The Mortgage shall hereafter encumber all condominium units as established by such Declaration and an undivided interest in any common elements and limited common elements appurtenant to such condominium units.

IN WITNESS WHEREOF, the undersigned sets its hand and seal on this the 13th day of ~~April~~ June, 2008.

Signed, sealed and delivered
in the presence of:

MORTGAGEE:

REGIONS BANK, an Alabama banking corporation

[Signature]
Print Name: EVANS GINA

By: [Signature]
Print Name: CLARENCE JAMES
Its: Assistant Vice President

[Signature]
Print Name: SANDRA WATKINS

STATE OF Alabama

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 13 day of June, 2008, by Clarence James as Vice President of Regions Bank, an Alabama banking corporation, on behalf of the corporation, who is personally known or has produced _____ as identification.

[Signature]
Print Name: Joanne Blackie

NOTARY PUBLIC
State of Alabama
Commission # _____
My Commission Expires: 11-18-08



Exhibit A
[Condominium Property]

BUILDING A

A PORTION OF TRACT II, DEERWOOD PARK NORTH, AS RECORDED IN PLAT BOOK 47, PAGES 59, 59A THROUGH 59I, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHEASTERLY CORNER OF DEER LAKE DRIVE WEST (PARCEL "B"), AS SHOWN ON THE PLAT OF DEERWOOD PARK NORTH REPLAT NUMBER TWO AS RECORDED IN PLAT BOOK 52, PAGES 26, 26A THROUGH 26B, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 15°21'11" WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF DEER LAKE DRIVE WEST, AS SHOWN ON THE PLAT OF DEERWOOD PARK NORTH REPLAT NUMBER THREE AS RECORDED IN PLAT BOOK 54, PAGES 27, 27A, THROUGH 27B, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, 287.50 FEET TO A POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 675.00 FEET, AN ARC DISTANCE OF 173.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 07°58'10" WEST, 173.49 FEET; THENCE NORTH 87°11'41" EAST, 80.14 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT A; THENCE NORTH 87°11'41" EAST, 122.50 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT B; THENCE NORTH 87°11'41" EAST, 34.00 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT C; THENCE NORTH 87°11'41" EAST, 191.83 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT D; THENCE SOUTH 02°48'20" EAST, 45.83 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02°48'19" EAST, 2.17 FEET; THENCE NORTH 87°11'41" EAST, 0.17 FEET; THENCE SOUTH 02°48'19" EAST, 6.50 FEET; THENCE SOUTH 87°11'41" WEST, 0.17 FEET; THENCE SOUTH 02°48'19" EAST, 2.50 FEET; THENCE NORTH 87°11'41" EAST, 0.17 FEET; THENCE SOUTH 02°48'19" EAST, 6.50 FEET; THENCE SOUTH 87°11'41" WEST, 0.17 FEET; THENCE SOUTH 02°48'19" EAST, 2.50 FEET; THENCE NORTH 87°11'41" EAST, 0.17 FEET; THENCE SOUTH 02°48'19" EAST, 13.00 FEET; THENCE SOUTH 87°11'41" WEST, 6.00 FEET; THENCE SOUTH 02°48'19" EAST, 14.00 FEET; THENCE NORTH 87°11'41" EAST, 1.34 FEET; THENCE SOUTH 02°47'31" EAST, 27.50 FEET; THENCE NORTH 87°11'41" EAST, 4.67 FEET; THENCE SOUTH 02°48'19" EAST, 3.50 FEET; THENCE SOUTH 87°11'41" WEST, 0.17 FEET; THENCE SOUTH 02°48'19" EAST, 2.17 FEET; THENCE NORTH 87°11'41" EAST, 2.17 FEET; THENCE NORTH 02°48'19" WEST, 0.17 FEET; THENCE NORTH 87°11'41" EAST, 0.33 FEET; THENCE NORTH 02°48'19" WEST, 0.33 FEET; THENCE NORTH 87°11'41" EAST, 5.83 FEET; THENCE SOUTH 02°48'19" EAST, 0.33 FEET; THENCE NORTH 87°11'41" EAST, 0.33 FEET; THENCE SOUTH 02°48'19" EAST, 0.17 FEET; THENCE NORTH 87°11'41" EAST, 5.67 FEET; THENCE NORTH 02°48'19" WEST, 0.17 FEET; THENCE NORTH

87°11'41" EAST, 0.33 FEET; THENCE NORTH 02°48'19" WEST, 0.33 FEET;
THENCE NORTH 87°11'41" EAST, 5.83 FEET; THENCE SOUTH 02°48'19" EAST,
0.33 FEET; THENCE NORTH 87°11'41" EAST, 0.33 FEET; THENCE SOUTH
02°48'19" EAST, 0.17 FEET; THENCE NORTH 87°11'41" EAST, 2.17 FEET;
THENCE NORTH 02°48'19" WEST, 2.17 FEET; THENCE SOUTH 87°11'41" WEST,
0.17 FEET; THENCE NORTH 02°48'19" WEST, 7.33 FEET; THENCE NORTH
42°11'41" EAST, 12.26 FEET; THENCE NORTH 87°11'41" EAST, 7.33 FEET;
THENCE SOUTH 02°48'19" EAST, 0.17 FEET; THENCE NORTH 87°11'41" EAST,
2.17 FEET; THENCE NORTH 02°48'19" WEST, 2.17 FEET; THENCE SOUTH
87°11'41" WEST, 0.17 FEET; THENCE NORTH 02°48'19" WEST, 18.67 FEET;
THENCE NORTH 87°11'41" EAST, 0.17 FEET; THENCE NORTH 02°48'19" WEST,
2.67 FEET; THENCE SOUTH 87°11'41" WEST, 0.17 FEET; THENCE NORTH
02°48'19" WEST, 18.67 FEET; THENCE NORTH 87°11'41" EAST, 0.17 FEET;
THENCE NORTH 02°48'19" WEST, 2.17 FEET; THENCE SOUTH 87°11'41" WEST,
2.17 FEET; THENCE SOUTH 02°48'19" EAST, 0.17 FEET; THENCE SOUTH
87°11'41" WEST, 7.33 FEET; THENCE NORTH 47°48'19" WEST, 12.26 FEET;
THENCE NORTH 02°48'19" WEST, 7.33 FEET; THENCE NORTH 87°11'41" EAST,
0.17 FEET; THENCE NORTH 02°48'19" WEST, 2.17 FEET; THENCE SOUTH
87°11'41" WEST, 2.17 FEET; THENCE SOUTH 02°48'19" EAST, 0.17 FEET;
THENCE SOUTH 87°11'41" WEST, 18.67 FEET; THENCE NORTH 02°48'19" WEST,
0.17 FEET; THENCE SOUTH 87°11'41" WEST, 2.17 FEET TO THE POINT OF
BEGINNING.

CONTAINING: 2,895 SQUARE FEET.

BUILDING B

A PORTION OF TRACT II, DEERWOOD PARK NORTH, AS RECORDED IN PLAT BOOK 47, PAGES 59, 59A THROUGH 59I, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHEASTERLY CORNER OF DEER LAKE DRIVE WEST (PARCEL "B"), AS SHOWN ON THE PLAT OF DEERWOOD PARK NORTH REPLAT NUMBER TWO AS RECORDED IN PLAT BOOK 52, PAGES 26, 26A THROUGH 26B, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 15°21'11" WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF DEER LAKE DRIVE WEST, AS SHOWN ON THE PLAT OF DEERWOOD PARK NORTH REPLAT NUMBER THREE AS RECORDED IN PLAT BOOK 54, PAGES 27, 27A, THROUGH 27B, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, 287.50 FEET TO A POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 675.00 FEET, AN ARC DISTANCE OF 173.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 07°58'10" WEST, 173.49 FEET; THENCE NORTH 87°11'41" EAST, 80.14 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT A; THENCE NORTH 87°11'41" EAST, 122.50 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT B; THENCE NORTH 87°11'41" EAST, 34.00 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT C; THENCE SOUTH 02°48'19" EAST, 53.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02°48'19" EAST, 71.00 FEET; THENCE NORTH 87°11'41" EAST, 7.50 FEET; THENCE SOUTH 02°48'19" EAST, 18.25 FEET; THENCE NORTH 87°11'41" EAST, 162.00 FEET; THENCE NORTH 02°48'19" WEST, 18.25 FEET; THENCE NORTH 87°11'41" EAST, 6.50 FEET; THENCE NORTH 02°48'19" WEST, 35.42 FEET; THENCE SOUTH 87°11'41" WEST, 0.17 FEET; THENCE NORTH 02°48'19" WEST, 5.83 FEET; THENCE NORTH 87°11'41" EAST, 0.17 FEET; THENCE NORTH 02°48'19" WEST, 3.50 FEET; THENCE SOUTH 87°11'41" WEST, 0.17 FEET; THENCE NORTH 02°48'19" WEST, 5.83 FEET; THENCE NORTH 87°11'41" EAST, 0.17 FEET; THENCE NORTH 02°48'19" WEST, 5.75 FEET; THENCE SOUTH 87°11'41" WEST, 0.17 FEET; THENCE NORTH 02°48'19" WEST, 5.83 FEET; THENCE NORTH 87°11'41" EAST, 0.17 FEET; THENCE NORTH 02°48'19" WEST, 1.50 FEET; THENCE SOUTH 87°11'41" WEST, 0.17 FEET; THENCE NORTH 02°48'19" WEST, 5.83 FEET; THENCE NORTH 87°11'41" EAST, 0.17 FEET; THENCE NORTH 02°48'19" WEST, 1.50 FEET; THENCE SOUTH 87°11'41" WEST, 176.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 15,449 SQUARE FEET.

BUILDING C

A PORTION OF TRACT II, DEERWOOD PARK NORTH, AS RECORDED IN PLAT BOOK 47, PAGES 59, 59A THROUGH 59I, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THE AFOREMENTIONED LANDS LYING 16.00 FEET ABOVE GRADE ELEVATION.

CONTAINING: 986 SQUARE FEET.

TOGETHER WITH:
STAIRS

A PORTION OF TRACT II, DEERWOOD PARK NORTH, AS RECORDED IN PLAT BOOK 47, PAGES 59, 59A THROUGH 59I, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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EAST, 34.00 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT C; THENCE SOUTH 02°48'19" EAST, 73.33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 2°48'20" EAST, 38.57 FEET; THENCE SOUTH 87°11'41" WEST, 5.67 FEET; THENCE NORTH 2°48'19" WEST, 1.33 FEET; THENCE NORTH 87°11'41" EAST, 0.67 FEET; THENCE NORTH 2°48'19" WEST, 4.58 FEET; THENCE SOUTH 87°11'41" WEST, 0.67 FEET; THENCE NORTH 2°48'19" WEST, 1.33 FEET; THENCE NORTH 87°11'41" EAST, 0.67 FEET; THENCE NORTH 2°48'19" WEST, 2.33 FEET; THENCE SOUTH 87°11'41" WEST, 1.60 FEET; THENCE NORTH 2°48'19" WEST, 1.70 FEET; THENCE NORTH 87°11'41" EAST, 1.60 FEET; THENCE NORTH 2°48'19" WEST, 25.60 FEET; THENCE SOUTH 87°11'41" WEST, 2.00 FEET; THENCE NORTH 2°48'19" WEST, 1.70 FEET; THENCE NORTH 87°11'41" EAST, 7.00 FEET TO THE POINT OF BEGINNING.

THE AFOREMENTIONED LANDS LYING BETWEEN ROADWAY ELEVATION AND FINISH FLOOR ELEVATION OF AFORESAID BUILDING C, BEING 18.00 FEET ABOVE ROADWAY ELEVATION.

CONTAINING 200 SQUARE FEET

BUILDING D

A PORTION OF TRACT II, DEERWOOD PARK NORTH, AS RECORDED IN PLAT BOOK 47, PAGES 59, 59A THROUGH 59I, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING: 9240 SQUARE FEET.

BUILDING E

A PORTION OF TRACT II, DEERWOOD PARK NORTH, AS RECORDED IN PLAT BOOK 47, PAGES 59, 59A THROUGH 59I, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE SOUTH 87°11'41" WEST, 0.333 FEET; THENCE SOUTH 02°48'19" EAST, 0.17 FEET; THENCE SOUTH 87°11'41" WEST, 2.17 FEET; THENCE NORTH 02°48'19" WEST, 2.17 FEET; THENCE NORTH 87°11'41" EAST, 0.17 FEET; THENCE NORTH 02°48'19" WEST, 7.33 FEET; THENCE NORTH 47°48'19" WEST, 12.26 FEET; THENCE SOUTH 87°11'41" WEST, 7.33 FEET; THENCE SOUTH 02°48'19" EAST, 0.17 FEET; THENCE SOUTH 87°11'41" WEST, 2.17 FEET; THENCE NORTH 02°48'19" WEST, 2.17 FEET; THENCE NORTH 87°11'41" EAST, 0.17 FEET; THENCE NORTH 02°48'19" WEST, 18.67 FEET; THENCE SOUTH 87°11'41" WEST, 0.17 FEET; THENCE NORTH 02°48'19" WEST, 2.67 FEET; THENCE NORTH 87°11'41" EAST, 0.17 FEET; THENCE NORTH 02°48'19" WEST, 18.67 FEET; THENCE SOUTH 87°11'41" WEST, 0.17 FEET; THENCE NORTH 02°48'19" WEST, 2.17 FEET; THENCE NORTH 87°11'41" EAST, 2.17 FEET; THENCE SOUTH 02°48'19" EAST, 0.17 FEET; THENCE NORTH 87°11'41" EAST, 7.33 FEET; THENCE NORTH 42°11'41" EAST, 12.26 FEET; THENCE NORTH 02°48'19" WEST, 7.33 FEET; THENCE SOUTH 87°11'41" WEST, 0.17 FEET; THENCE NORTH 02°48'19" WEST, 2.17 FEET; THENCE NORTH 87°11'41" EAST, 2.17 FEET; THENCE SOUTH 02°48'19" EAST, 0.17 FEET; THENCE NORTH 87°11'41" EAST, 18.67 FEET; THENCE NORTH 02°48'19" WEST, 0.17 FEET; THENCE NORTH 87°11'41" EAST, 2.17 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2,864 SQUARE FEET.

BUILDING F

A PORTION OF TRACT II, DEERWOOD PARK NORTH, AS RECORDED IN PLAT BOOK 47, PAGES 59, 59A THROUGH 59I, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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4.00 FEET; THENCE SOUTH 19°59'57" EAST, 0.67 FEET; THENCE NORTH 70°00'03" EAST, 8.00 FEET; THENCE NORTH 19°59'57" WEST, 0.67 FEET; THENCE NORTH 70°00'03" EAST, 2.17 FEET; THENCE SOUTH 19°59'57" EAST, 39.00 FEET; THENCE SOUTH 70°00'03" WEST, 2.17 FEET; THENCE NORTH 19°59'57" WEST, 0.67 FEET; THENCE SOUTH 70°00'03" WEST, 8.00 FEET; THENCE SOUTH 19°59'57" EAST, 0.67 FEET; THENCE SOUTH 70°00'03" WEST, 4.00 FEET; THENCE NORTH 19°59'57" WEST, 0.67 FEET; THENCE SOUTH 70°00'03" WEST, 8.00 FEET; THENCE SOUTH 19°59'57" EAST, 0.67 FEET; THENCE SOUTH 70°00'03" WEST, 3.00 FEET; THENCE NORTH 19°59'57" WEST, 0.67 FEET; THENCE SOUTH 70°00'03" WEST, 10.00 FEET; THENCE SOUTH 19°59'57" EAST, 0.67 FEET; THENCE SOUTH 70°00'03" WEST, 1.17 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,384 SQUARE FEET.

TRASH ROOM

A PORTION OF TRACT II, DEERWOOD PARK NORTH, AS RECORDED IN PLAT BOOK 47, PAGES 59, 59A THROUGH 59I, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING: 330 SQUARE FEET.

Exhibit B

[Floor Plans and Graphic Description]

THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

GENERAL NOTES

1. Condominium Units are identified by number.
2.  Denotes Boundaries of individual Units.
3. 121 Denotes Typical Unit Numbers.
4.  Denotes Common Elements
5.  Denotes Limited Common Elements
5. Those ceilings elevations referred to hereon are the elevations of a horizontal plane projected across the condominium unit; however, if applicable for those condominiums having cathedral type ceilings, the space above this horizontal plane and below the underside of the unfinished surface of the vaulted ceiling is a part of the condominium unit.
6. Interior room dimensions subject to normal construction variances and tolerances.
7. Description shown hereon per Clary & Associates, survey, File no. SD-2322 Unit Layouts provided by Charlton Brock & Assoc., Inc.
8. Bearings shown hereon are based on the southerly line of Deerwood Park North Replat Number Two as S73°42'23"E (P.B. 52, PGS. 26, 26A-26B).
9. Elevations shown hereon are based upon NGVD 1929.
10. Reference Benchmark: Box cut in top of curb 200' south of Gate Parkway North on east side of Southside Boulevard; Elevation 49.97 (NGVD 1929)



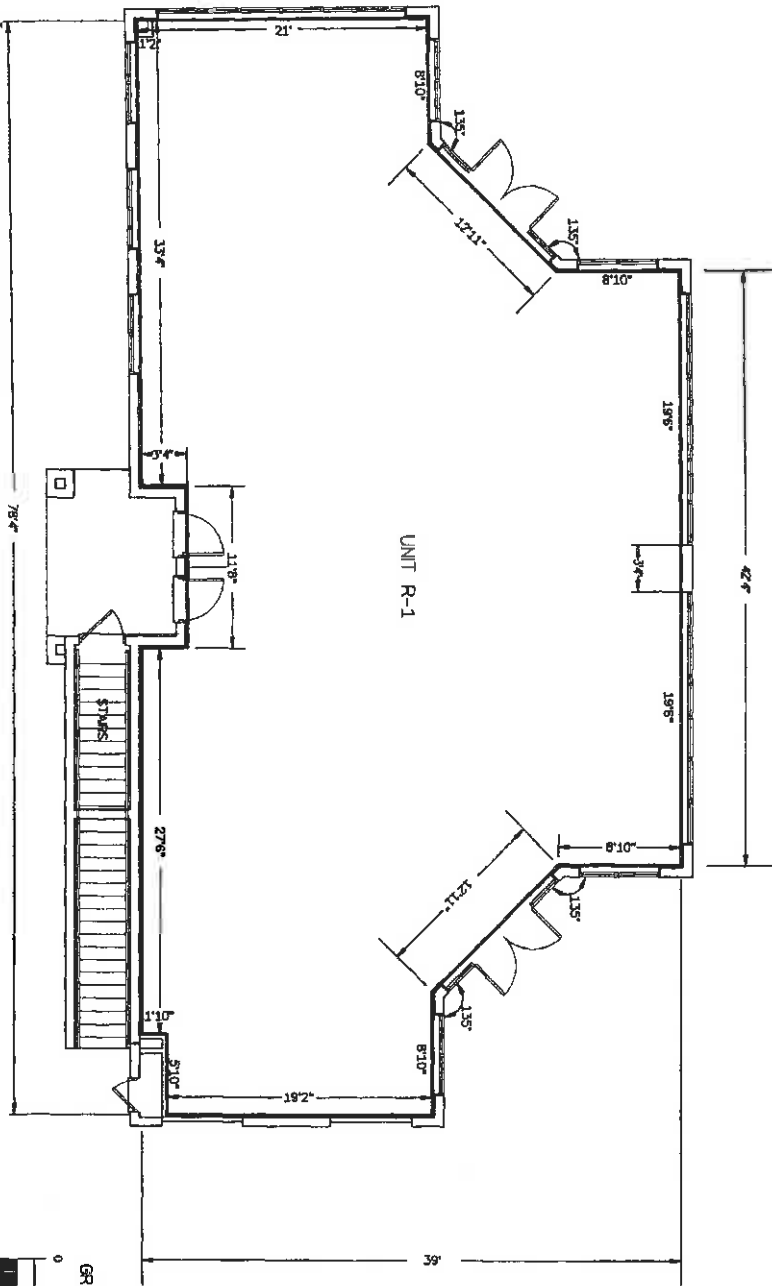
PREPARED BY:
Clary & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 3630 GORDON PARK ROAD
 JACKSONVILLE, FLORIDA 32237
 (904) 289-2700

EXHIBIT:

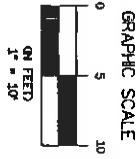
SHEET:

THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

BUILDING A
GROUND LEVEL
RETAIL

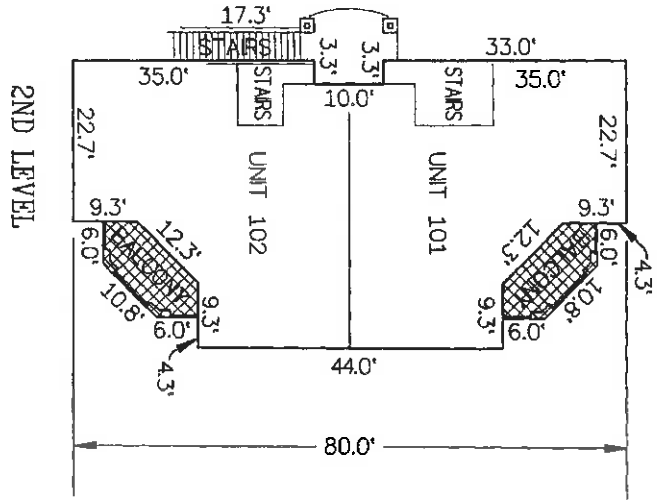


PREPARED BY:
Clary & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 3820 GROMM POINT ROAD
 JACKSONVILLE, FLORIDA 32217
 904 289-2703

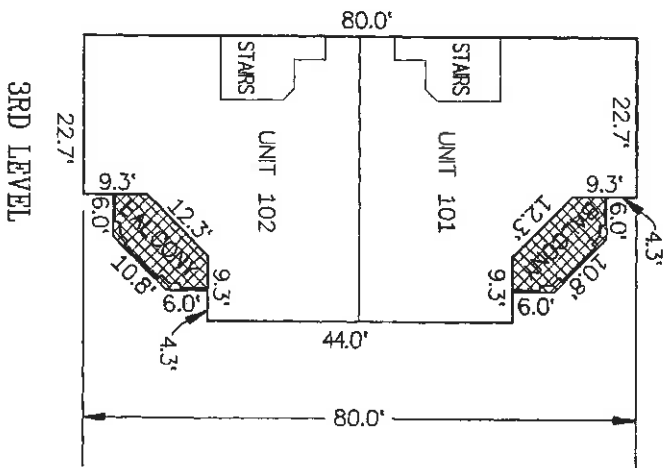


THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

BUILDING A



2ND LEVEL



3RD LEVEL

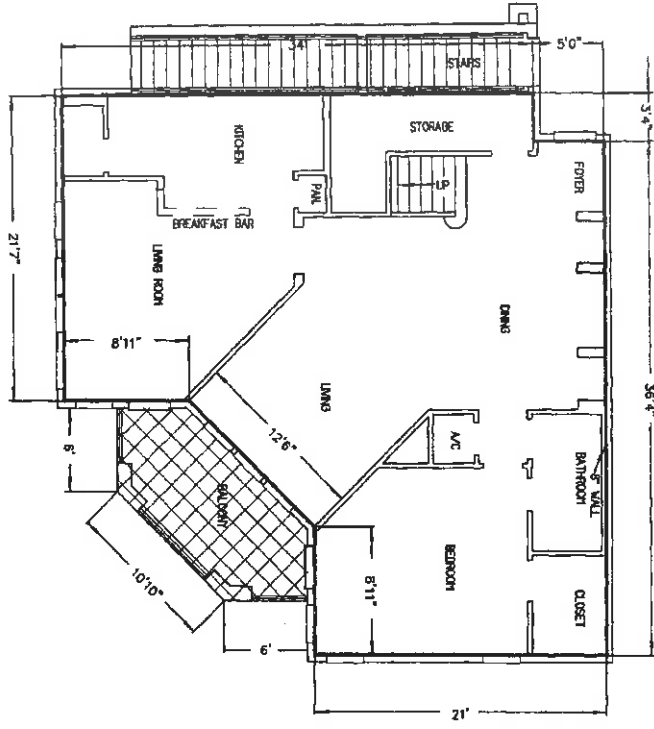


PREPARED BY:
CLARY & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3630 GROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
904-289-2703



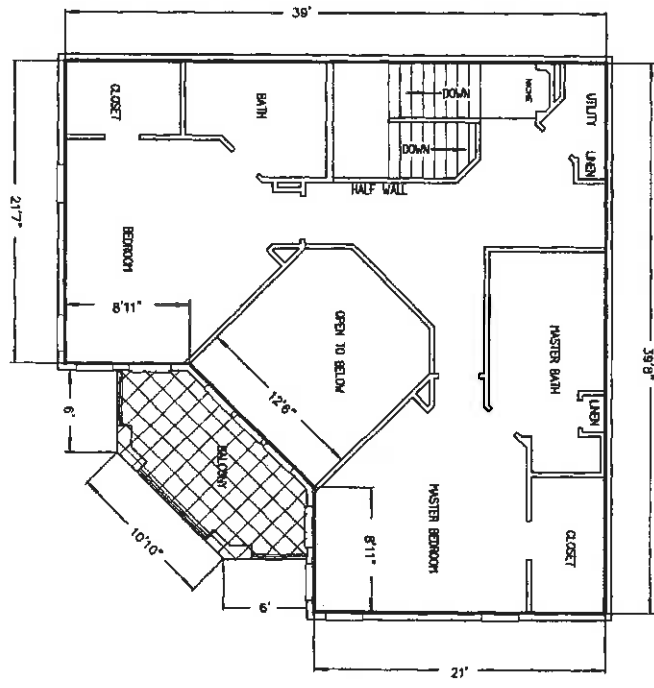
THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM
 CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

2ND LEVEL

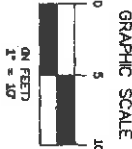


UNIT C2
 3-BEDROOM
 UNIT 101

3RD LEVEL

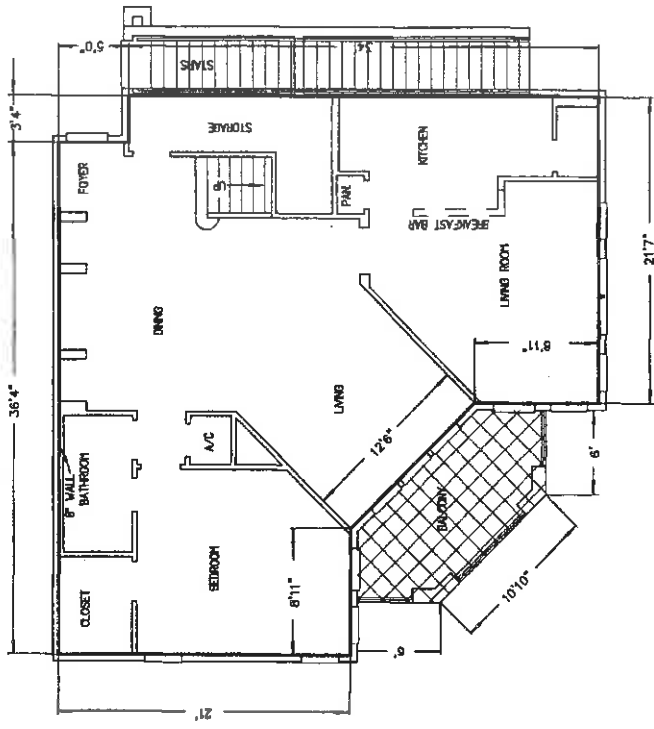


PREPARED BY:
Clary & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 3820 CROWN POINT ROAD
 JACKSONVILLE, FLORIDA 32257
 (904) 289-2703



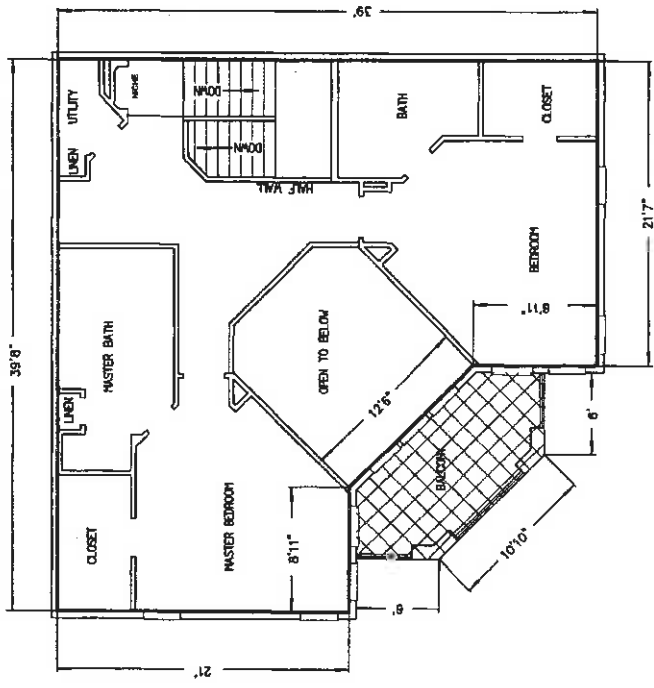
THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM
 CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

2ND LEVEL

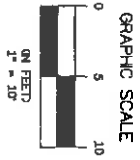


UNIT C2
 REVERSED
 3-BEDROOM
 UNIT 102

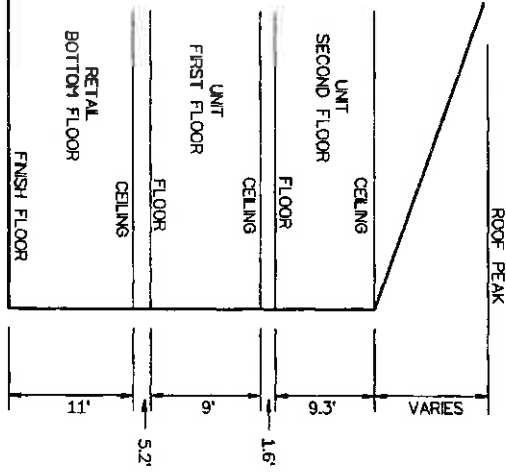
3RD LEVEL



PREPARED BY:
Clary & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 3400 GREEN POINT ROAD
 JACKSONVILLE, FLORIDA 32257
 904 280-0703



THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA



ELEVATIONAL VIEW

ELEVATIONAL TABULATION BUILDING A
ELEVATIONS

Unit No.	Bottom Floor	Ceiling	1st Unit Floor	Ceiling	2nd Unit Floor	Ceiling
RETAIL UNIT	53.97	64.97				
UNIT 101			70.17	79.17	80.77	90.07
UNIT 102			70.17	79.17	80.77	90.07



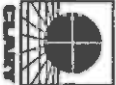
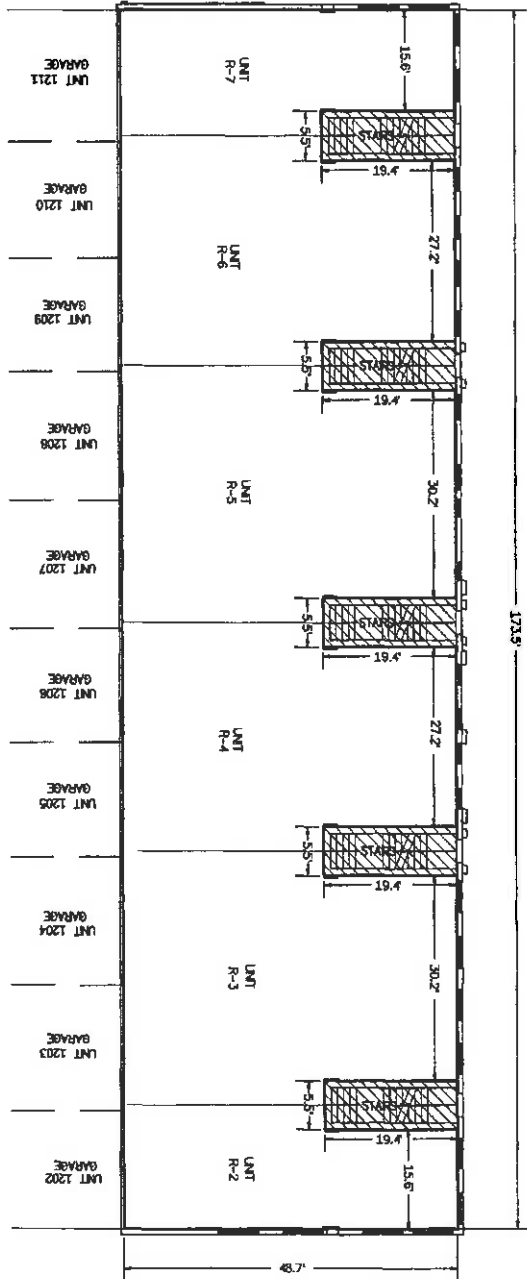
PREPARED BY:
Clary & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 1000 EAST PALM BLVD.
 JACKSONVILLE, FLORIDA 32257
 (904) 280-2703

EXHIBIT:

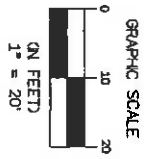
SHEET:

THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

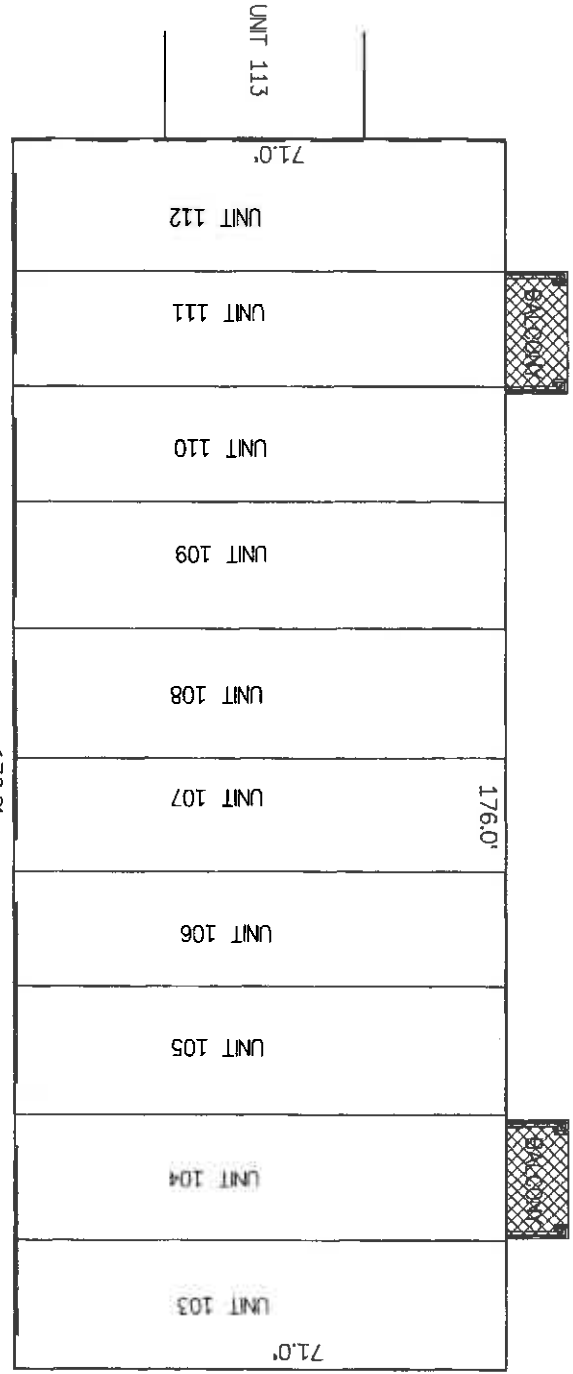
BUILDING B GROUND LEVEL RETAIL



PREPARED BY:
CLARY & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 3830 GORDON POINT ROAD
 JACKSONVILLE, FLORIDA 32257
 904-280-2700



THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

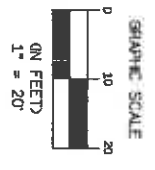



 PREPARED BY:
Clarty & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 3630 GORDON POINT ROAD
 JACKSONVILLE, FLORIDA 32257
 904 286-2703

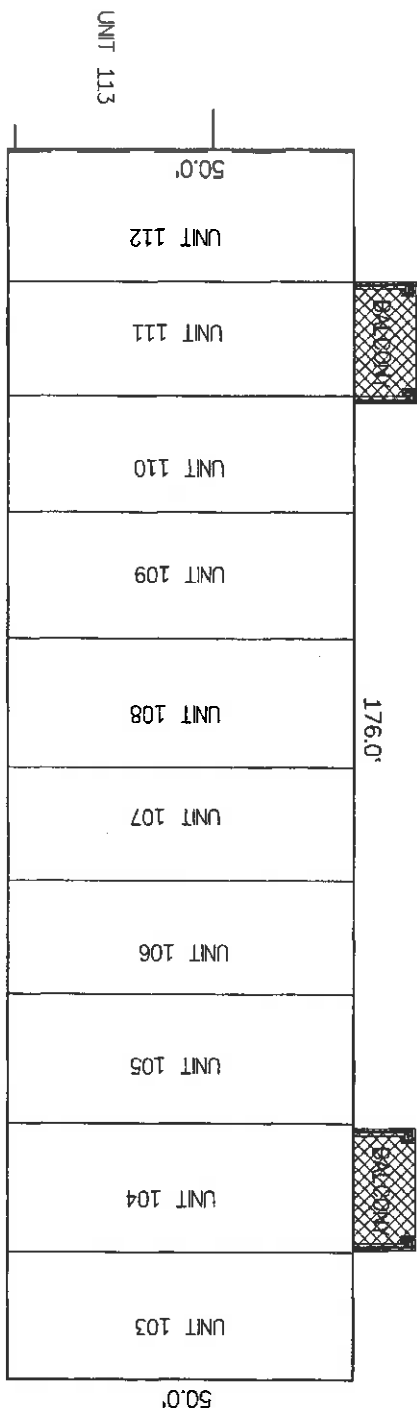
BUILDING B
SECOND LEVEL

NOTE: DIMENSIONS SHOWN HEREON ARE EXTERIOR MEASUREMENTS

EXHIBIT: SHEET:



THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

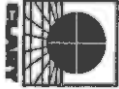


BUILDING B
THIRD LEVEL

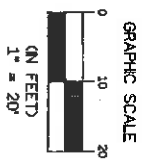
NOTE: DIMENSIONS SHOWN HEREON ARE EXTERIOR MEASUREMENTS

EXHIBIT:

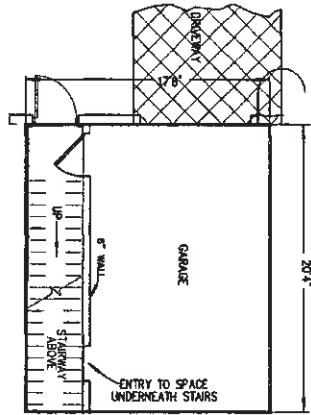
SHEET:



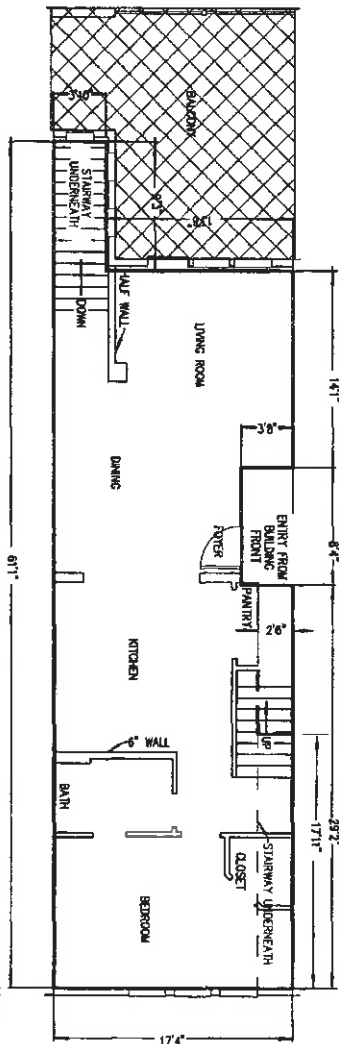
PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
1000 W. UNIVERSITY BLVD.
JACKSONVILLE, FLORIDA 32217
904-280-2703



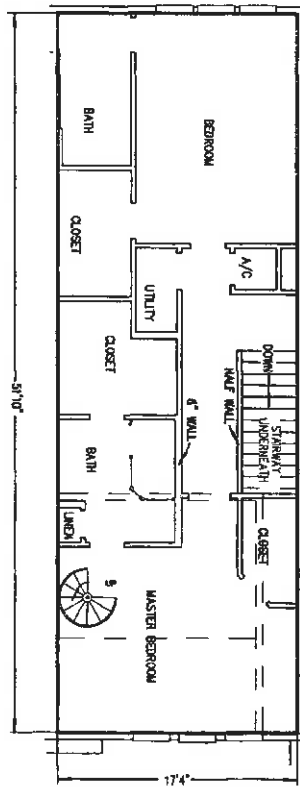
THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA



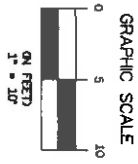
UNIT B1 - 1st FLOOR



UNIT B1 - 2nd FLOOR



UNIT B1 - 3rd FLOOR

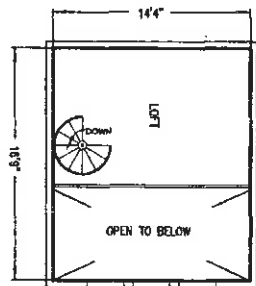


UNIT B1
REVERSED
WITH LOFT
UNIT 103



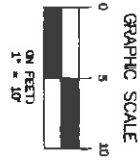
PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
300 EDSON POINT ROAD
JACKSONVILLE, FLORIDA 32207
(904) 280-2703

DENOTES UNITED COTTON ELEMENT



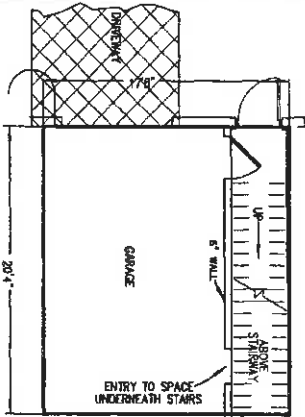
THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM

CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

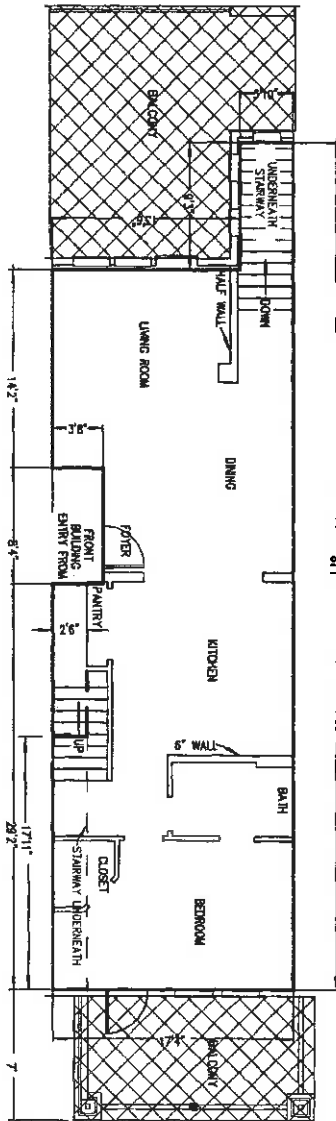


UNIT B1
WITH FRONT BALCONY
UNIT 104

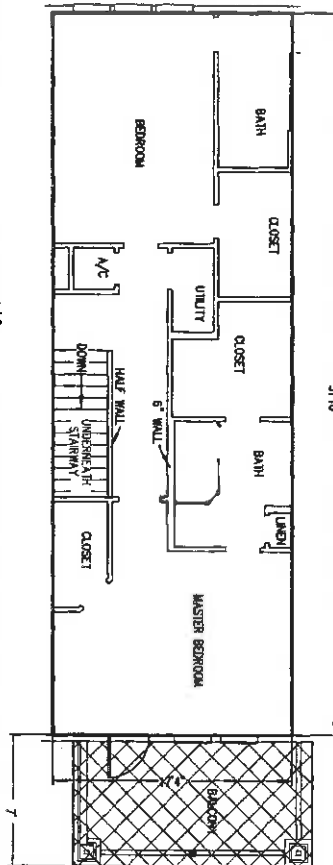
☒ DENOTES UNITED COMMON ELEMENT




UNIT B1 - 1st FLOOR



UNIT B1 - 2nd FLOOR



UNIT B1 - 3rd FLOOR

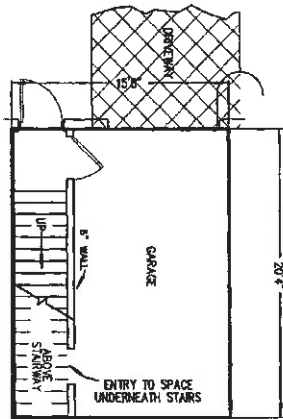


 PREPARED BY:
Clary & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 300 CEDAR POINT ROAD
 JACKSONVILLE, FLORIDA 32207
 904 280-2703

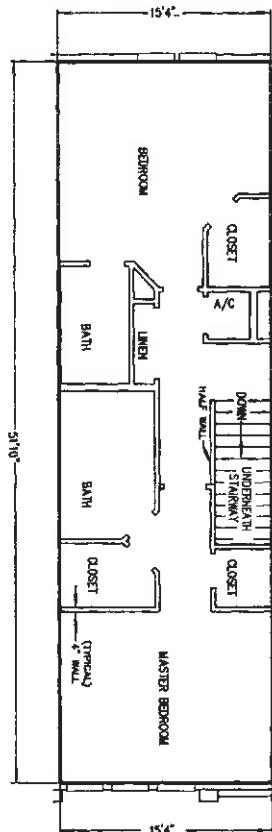
THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM

CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

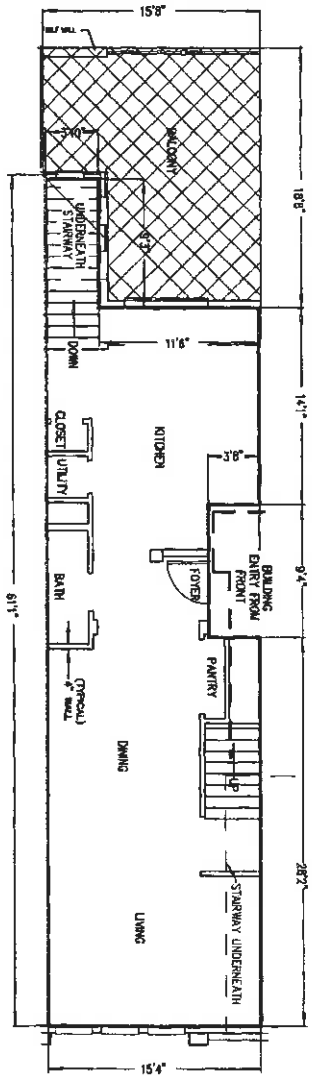
UNIT A1
UNIT 107



UNIT A1 - 1st FLOOR

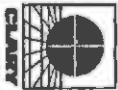
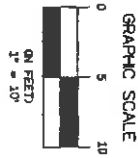


UNIT A1 - 3rd FLOOR



UNIT A1 - 2nd FLOOR

⊞ DENOTES UNITED COTTON ELEMENT



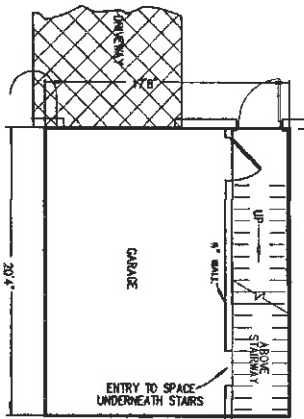
PREPARED BY:
Clarity & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3820 ORANGE POINT ROAD
JACKSONVILLE, FLORIDA 32217
904 285-2705

THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM


CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

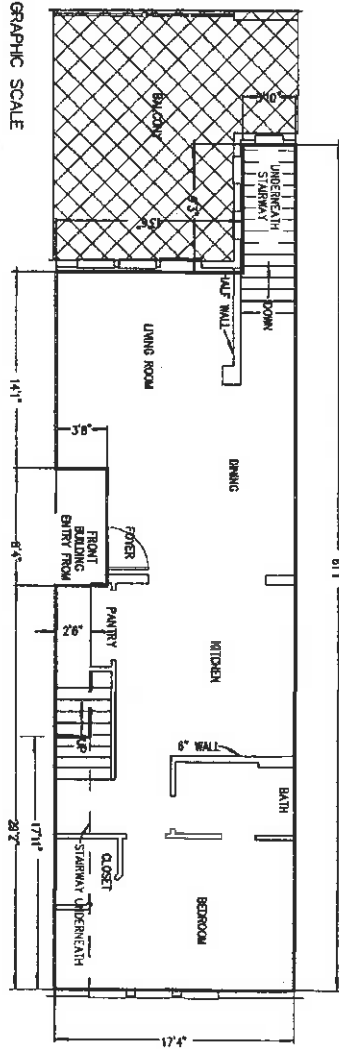
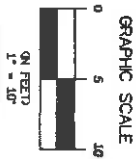
UNIT B1
UNIT 108

☒ DENOTES LIMITED COMMON ELEMENT

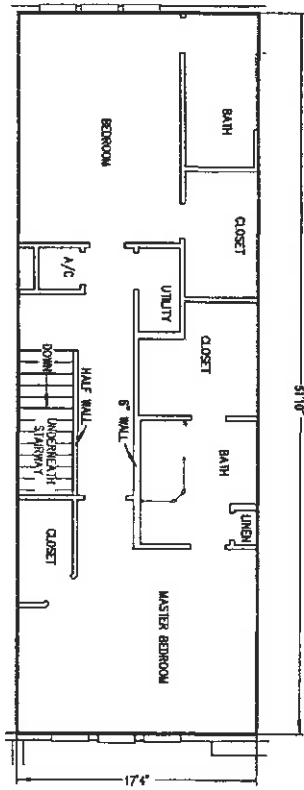


UNIT B1 - 1st FLOOR


 PREPARED BY:
Clarity & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 3030 GROUND FORT ROAD
 JACKSONVILLE, FLORIDA 32257
 904 289-2703



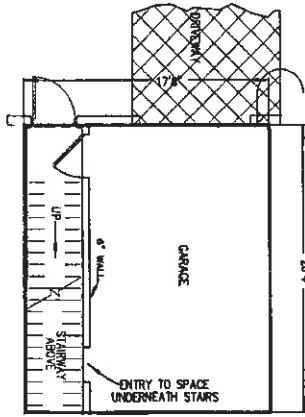
UNIT B1 - 2nd FLOOR
1211, 1218
REVERSED 1202, 1213



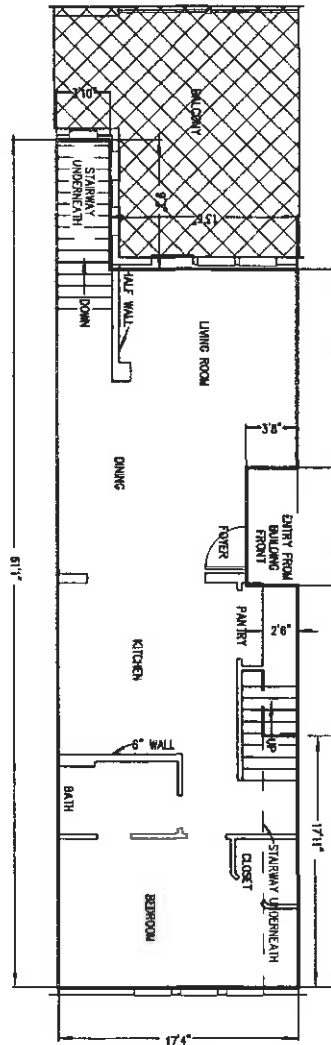
UNIT B1 - 3rd FLOOR
1211, 1218
REVERSED 1202, 1213

THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM

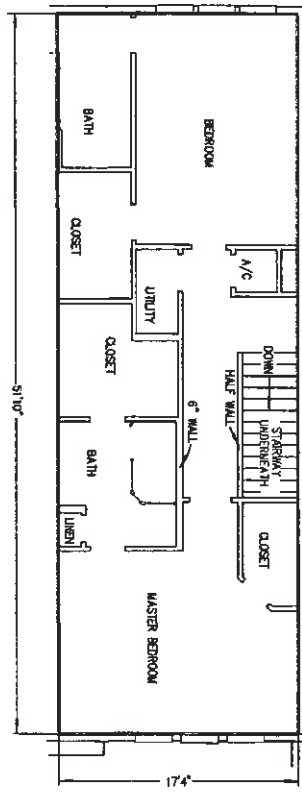
CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA



UNIT B1 - 1st FLOOR



UNIT B1 - 2nd FLOOR
1211, 1218
REVERSED 1202, 1213



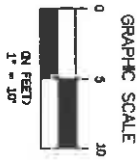
UNIT B1 - 3rd FLOOR
1211, 1218
REVERSED 1202, 1213

☒ DENOTES UNITED COMMON ELEMENT

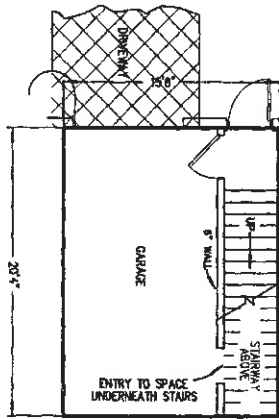
UNIT B1
REVERSED
UNIT 109
UNIT 105



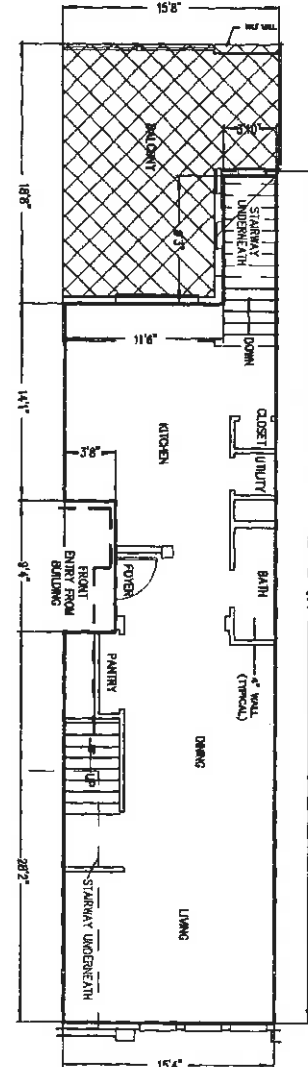
PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3825 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32227
(904) 280-4733



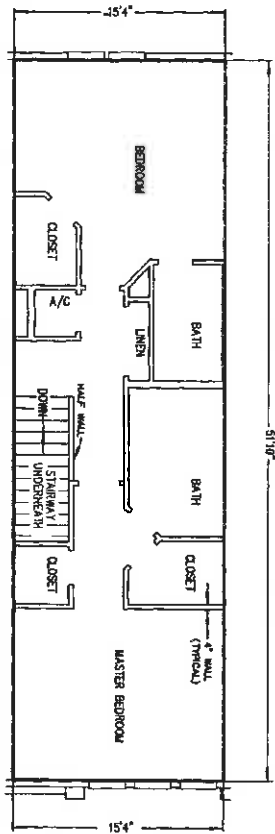
THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA



UNIT A1 - 1st FLOOR



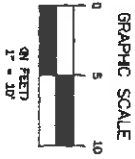
UNIT A1 - 2nd FLOOR



UNIT A1 - 3rd FLOOR

UNIT A1
REVERSED
UNIT 110
UNIT 106

DENOTES UNITED COMMON ELEMENT

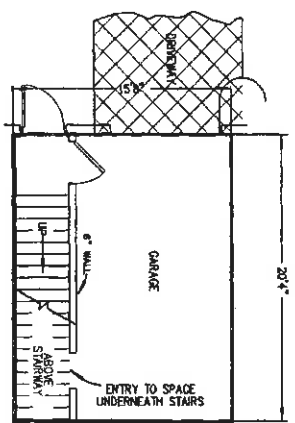


PREPARED BY:
Clarty & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 GROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
904 286-2703

THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM


CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

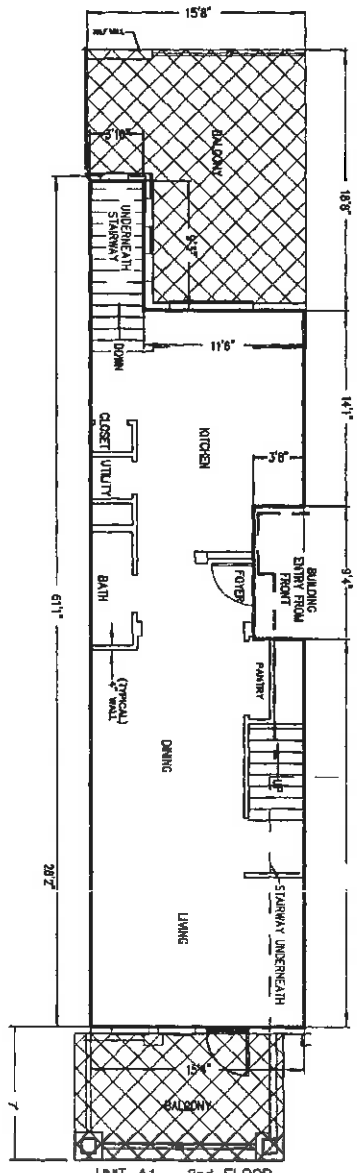
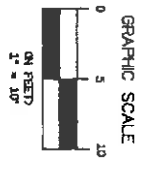
UNIT A1
WITH FRONT BALCONY
UNIT 111



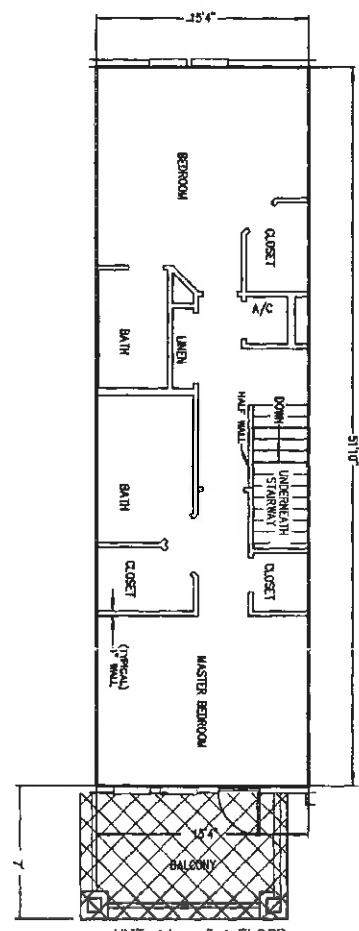
UNIT A1 - 1st FLOOR

▨ DENOTES UNITED COMMON ELEMENT


 PREPARED BY:
Clary & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 2000 UNIVERSITY BLVD
 JACKSONVILLE, FLORIDA 32207
 904-280-2703



UNIT A1 - 2nd FLOOR

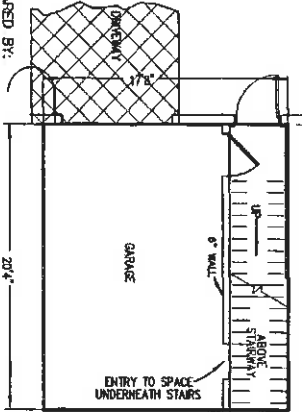
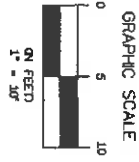


UNIT A1 - 3rd FLOOR

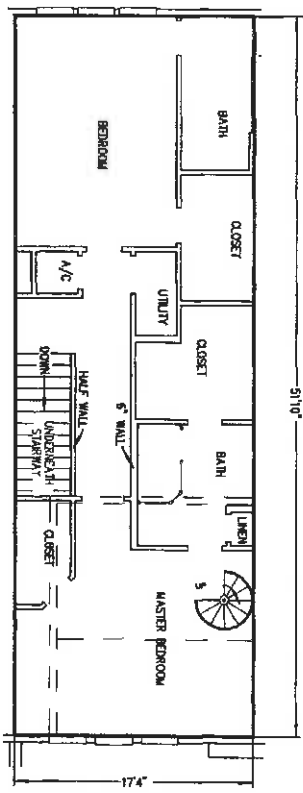
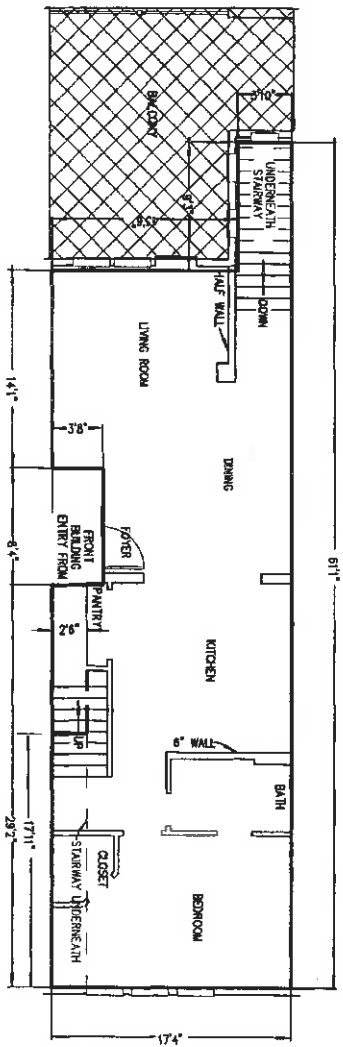
THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA



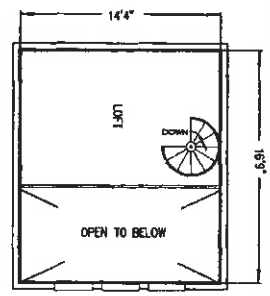
PREPARED BY:
Clary & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 3430 CROWN POINT ROAD
 JACKSONVILLE, FLORIDA 32257
 (904) 260-2703



DENOTES LIMITED COMMON ELEMENT

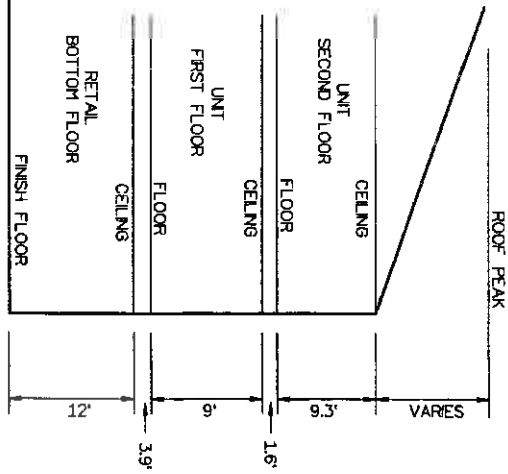


UNIT B1
 WITH LOFT
 UNIT 112



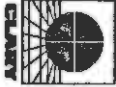
THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

ELEVATIONAL VIEW



ELEVATIONAL TABULATION BUILDING B

Unit No.	Bottom Floor	Ceiling	ELEVATIONS			
			1st Unit Floor	Ceiling	2nd Unit Floor	Ceiling
RETAIL UNIT	53.94	65.94				
UNIT 103			69.84	78.84	80.44	89.74
UNIT 104			69.84	78.84	80.44	89.74
UNIT 105			69.84	78.84	80.44	89.74
UNIT 106			69.84	78.84	80.44	89.74
UNIT 107			69.84	78.84	80.44	89.74
UNIT 108			69.84	78.84	80.44	89.74
UNIT 109			69.84	78.84	80.44	89.74
UNIT 110			69.84	78.84	80.44	89.74
UNIT 111			69.84	78.84	80.44	89.74
UNIT 112			69.84	78.84	80.44	89.74



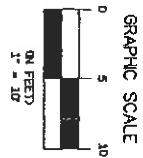
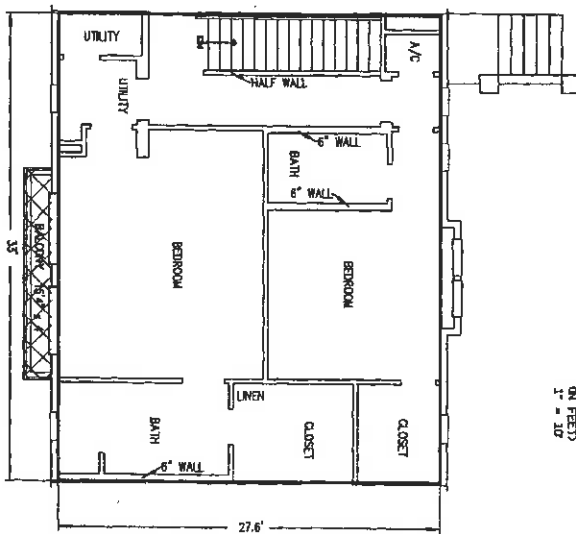
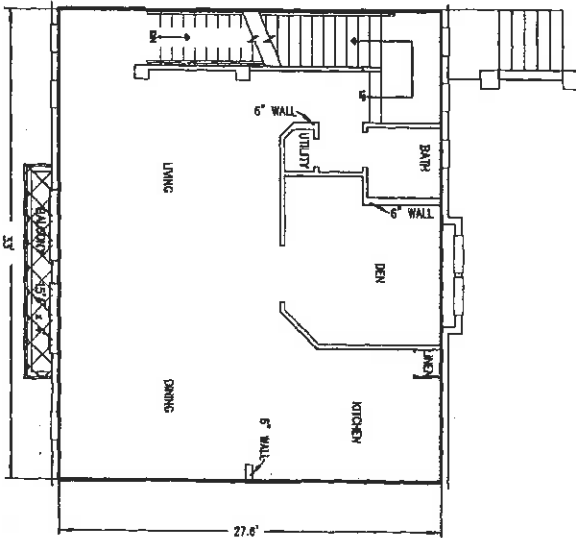
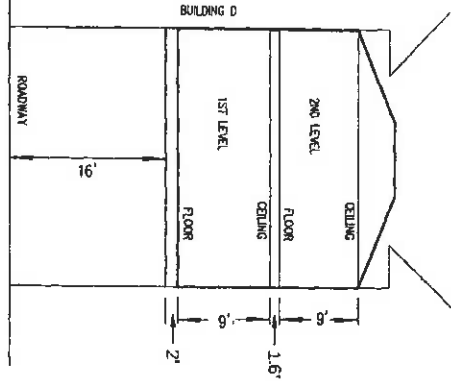
PREPARED BY:
Clary & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 3000 BROWN PINE ROAD
 JACKSONVILLE, FLORIDA 32217
 (904) 880-5700

EXHIBIT:

SHEET:

THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM

CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA



PREPARED BY:
Clary & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 3400 DORR PINE ROAD
 JACKSONVILLE, FLORIDA 32257
 904 280-2703

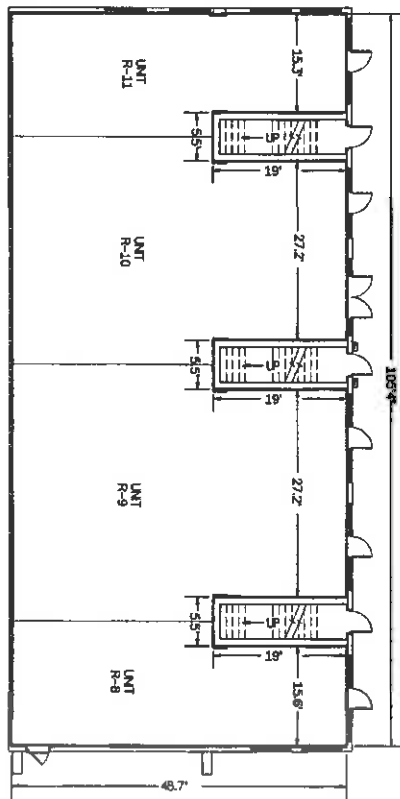
Unit No.	ELEVATIONS	
	1st Unit Floor	2nd Unit Floor
UNIT 114	71.16	80.16
UNIT 114	71.16	80.16
		81.76
		81.76
		90.76
		90.76

UNIT C1
 2-BEDROOM
 UNIT 113

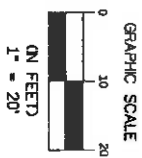


THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

BUILDING D
GROUND LEVEL
RETAIL

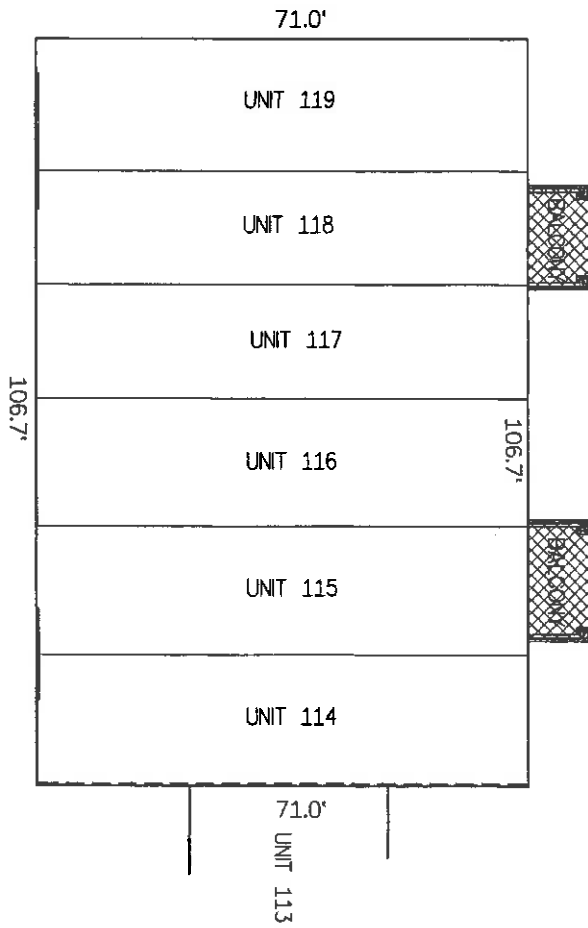


PREPARED BY:
Clary & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 3850 GREEN POINT ROAD
 JACKSONVILLE, FLORIDA 32257
 904 286-2705

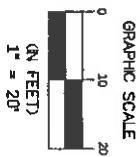


THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM
CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

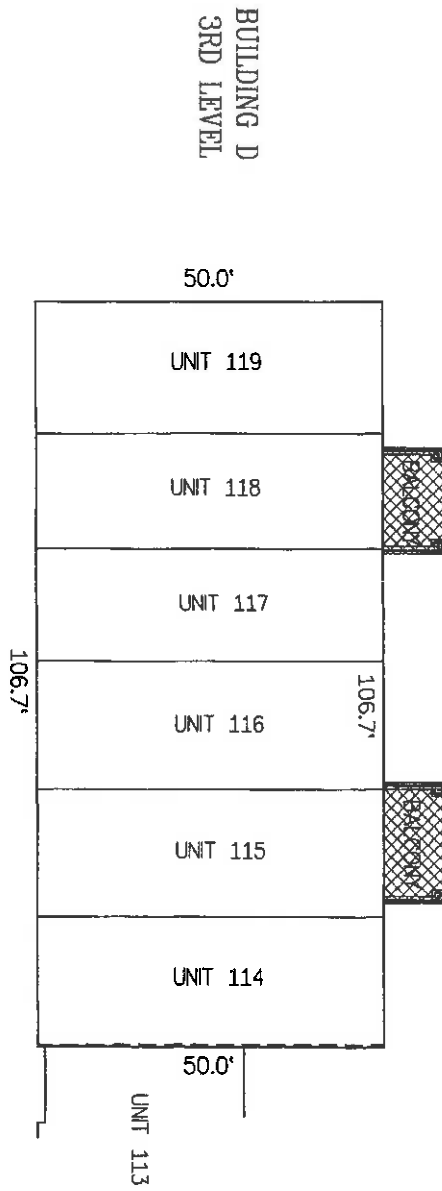
BUILDING D
2ND LEVEL



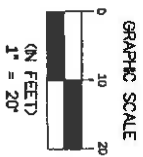
PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3630 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703



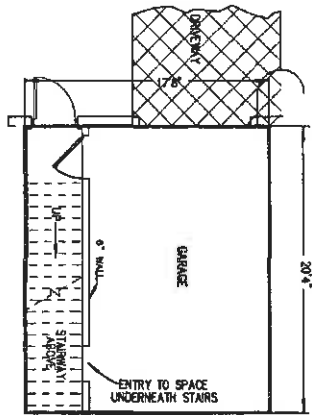
THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA



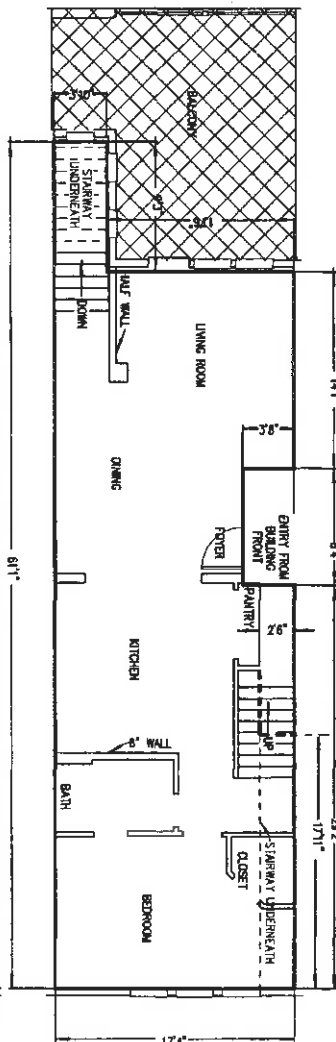
PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
1801 GORDON PORT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 280-2703



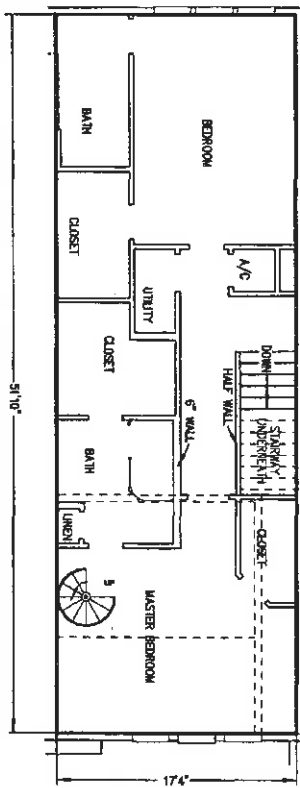
THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA



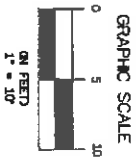
UNIT B1 - 1st FLOOR



UNIT B1 - 2nd FLOOR



UNIT B1 - 3rd FLOOR

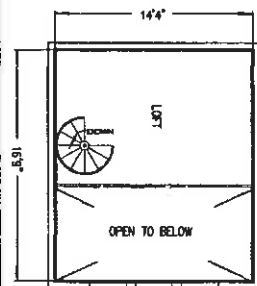


UNIT B1
REVERSED
WITH LOFT
UNIT 114



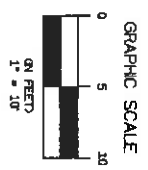
PREPARED BY:
Clarity & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3000 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
904 280-2703

DENOTES UNITED COMMON ELEMENT



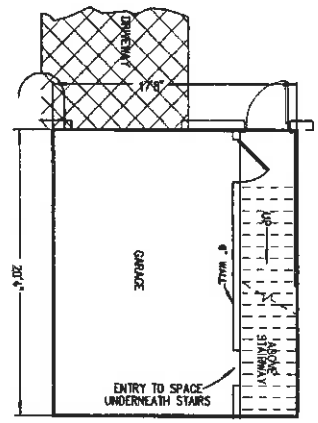
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THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

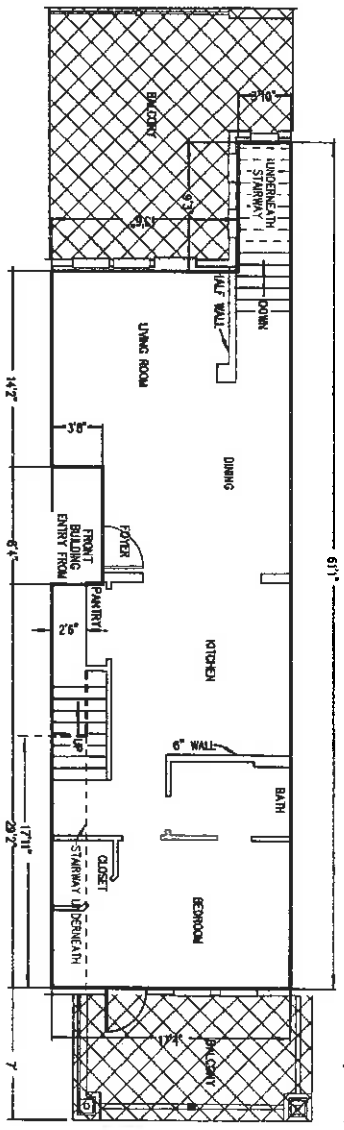


☒ DENOTES UNITED COMMON ELEMENT

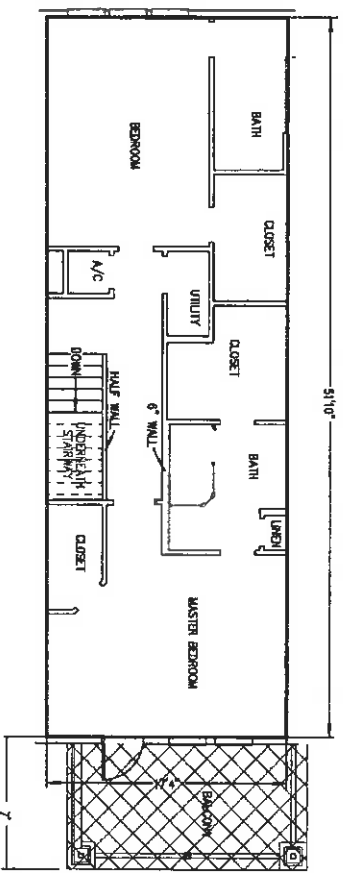
UNIT B1
WITH FRONT BALCONY
UNIT 115



UNIT B1 - 1st FLOOR



UNIT B1 - 2nd FLOOR

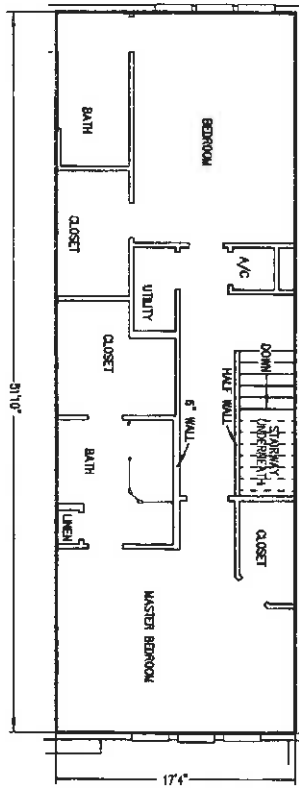
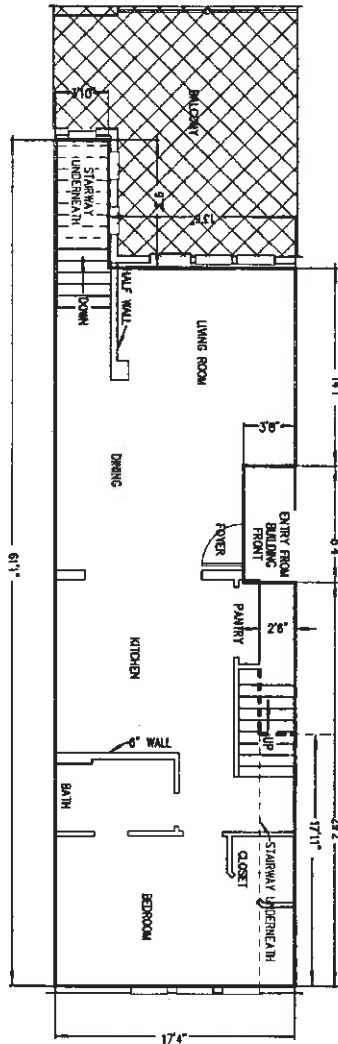
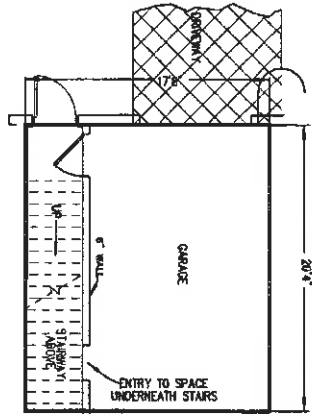


UNIT B1 - 3rd FLOOR

PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
904 289-2703



THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

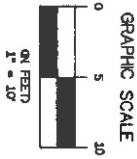


UNIT B1
REVERSED
UNIT 116

▨ DENOTES UNITED COMMON ELEMENT

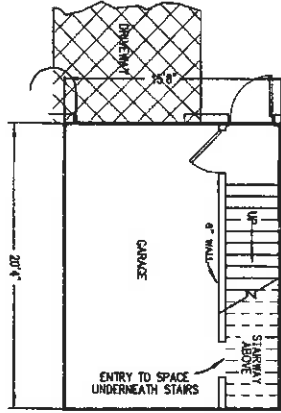


PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3500 ORANGE PARK ROAD
JACKSONVILLE, FLORIDA 32257
(904) 283-2703

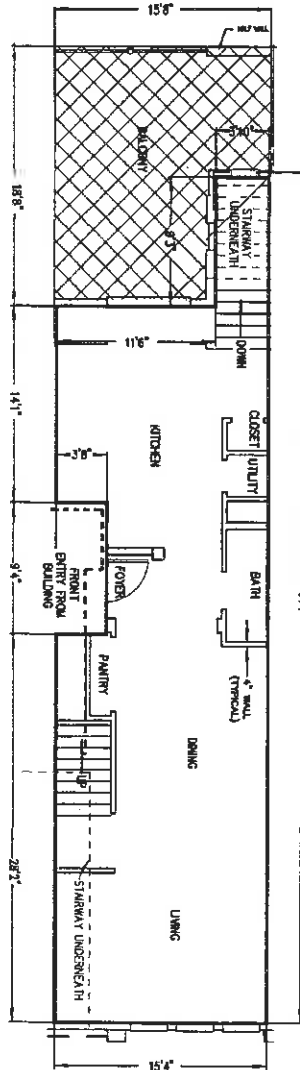


THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM

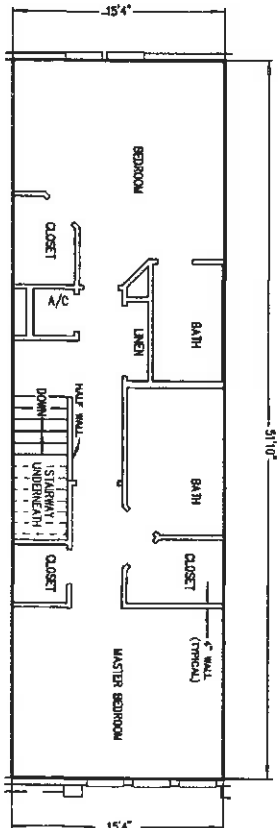
CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA



UNIT A1 - 1st FLOOR



UNIT A1 - 2nd FLOOR

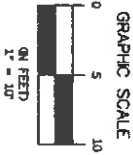


UNIT A1 - 3rd FLOOR

UNIT A1
REVERSED
UNIT 117

☒ DENOTES UNITED COMMON ELEMENT

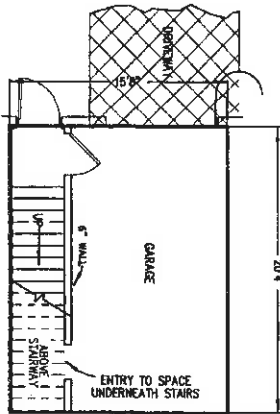
PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
2630 KNOX FINE ROAD
JACKSONVILLE, FLORIDA 32217
904 283-2733



THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM

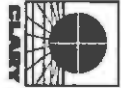
CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

UNIT A1
WITH FRONT BALCONY
UNIT 118

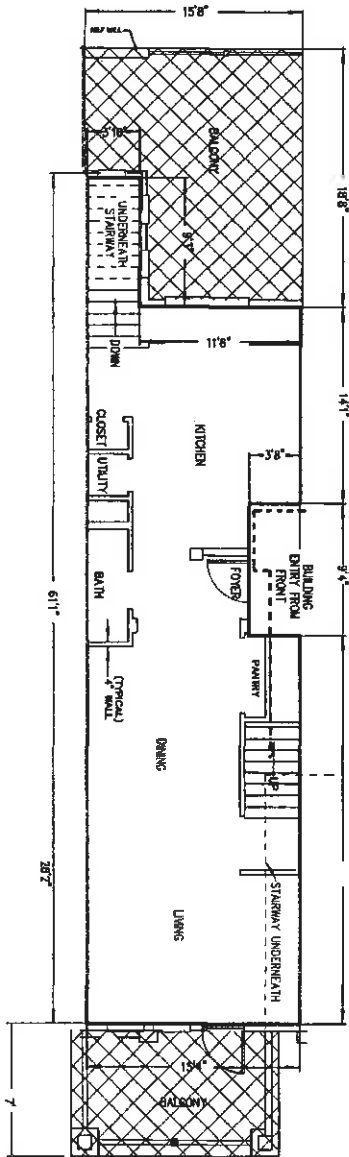
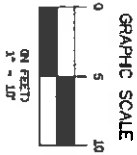


UNIT A1 - 1st FLOOR

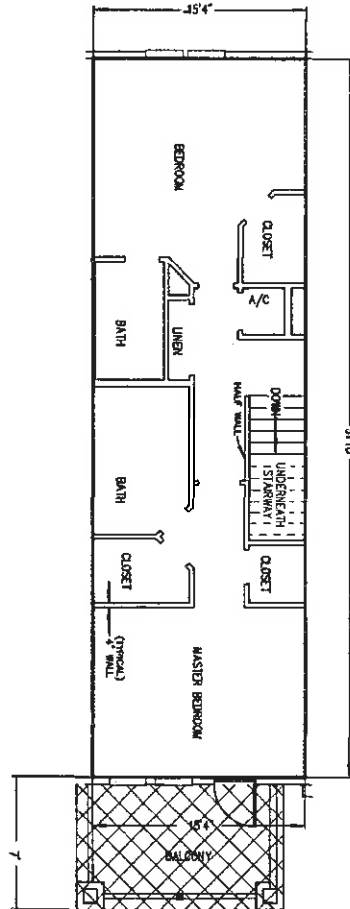
DENOTES UNITED COMMON ELEMENT



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Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3530 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32217
(904) 289-2703

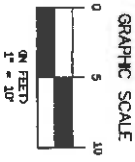


UNIT A1 - 2nd FLOOR



UNIT A1 - 3rd FLOOR

THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

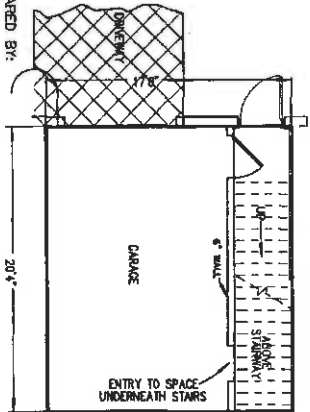


UNIT B1
WITH LOFT
UNIT 119

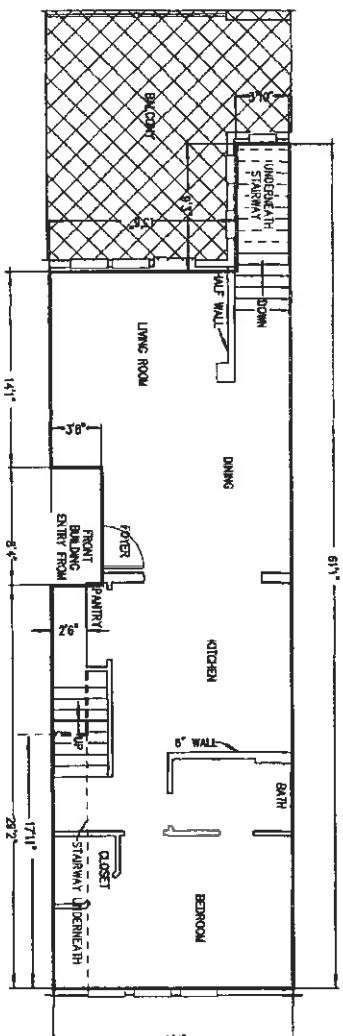


Prepared by:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3000 W. UNIVERSITY BLVD. SUITE 200
JACKSONVILLE, FLORIDA 32217
904-281-2703

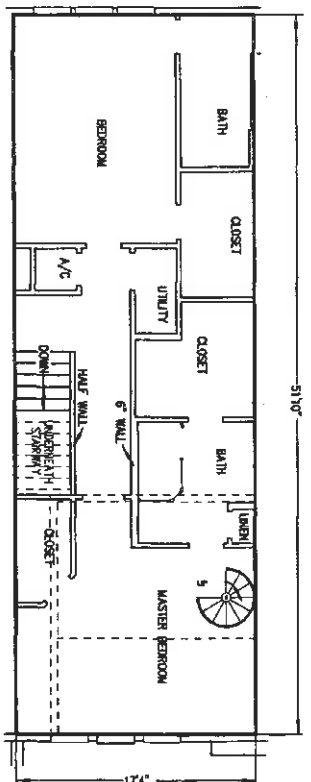
DENOTES UNITED COMMON ELEMENT



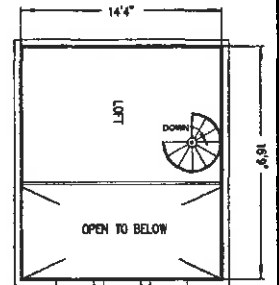
UNIT B1 - 1st FLOOR



UNIT B1 - 2nd FLOOR

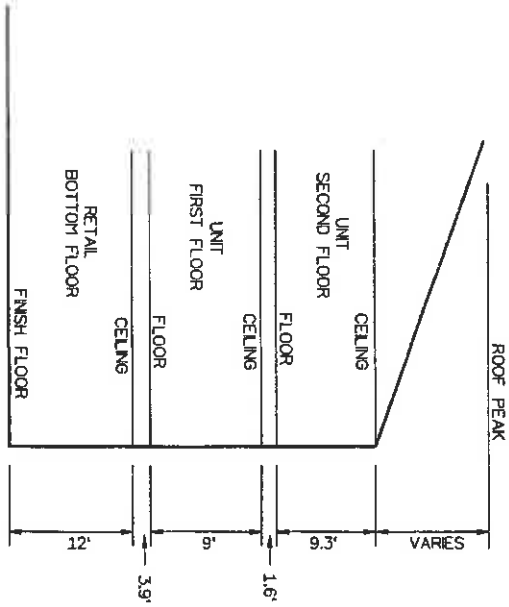


UNIT B1 - 3rd FLOOR



OPEN TO BELOW

THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA



ELEVATIONAL VIEW

ELEVATIONAL TABULATION BUILDING D

Unit No.	Bottom Floor	Ceiling	1st Unit Floor		2nd Unit Floor	
			Floor	Ceiling	Floor	Ceiling
UNIT 114	53.97	65.97	69.87	78.87	80.47	89.77
UNIT 115			69.87	78.87	80.47	89.77
UNIT 116			69.87	78.87	80.47	89.77
UNIT 117			69.87	78.87	80.47	89.77
UNIT 118			69.87	78.87	80.47	89.77
UNIT 119			69.87	78.87	80.47	89.77



PREPARED BY:
Clary & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 3801 CROWN POINT ROAD
 JACKSONVILLE, FLORIDA 32217
 (904) 380-2703

EXHIBIT:

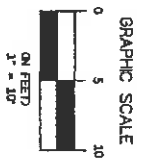
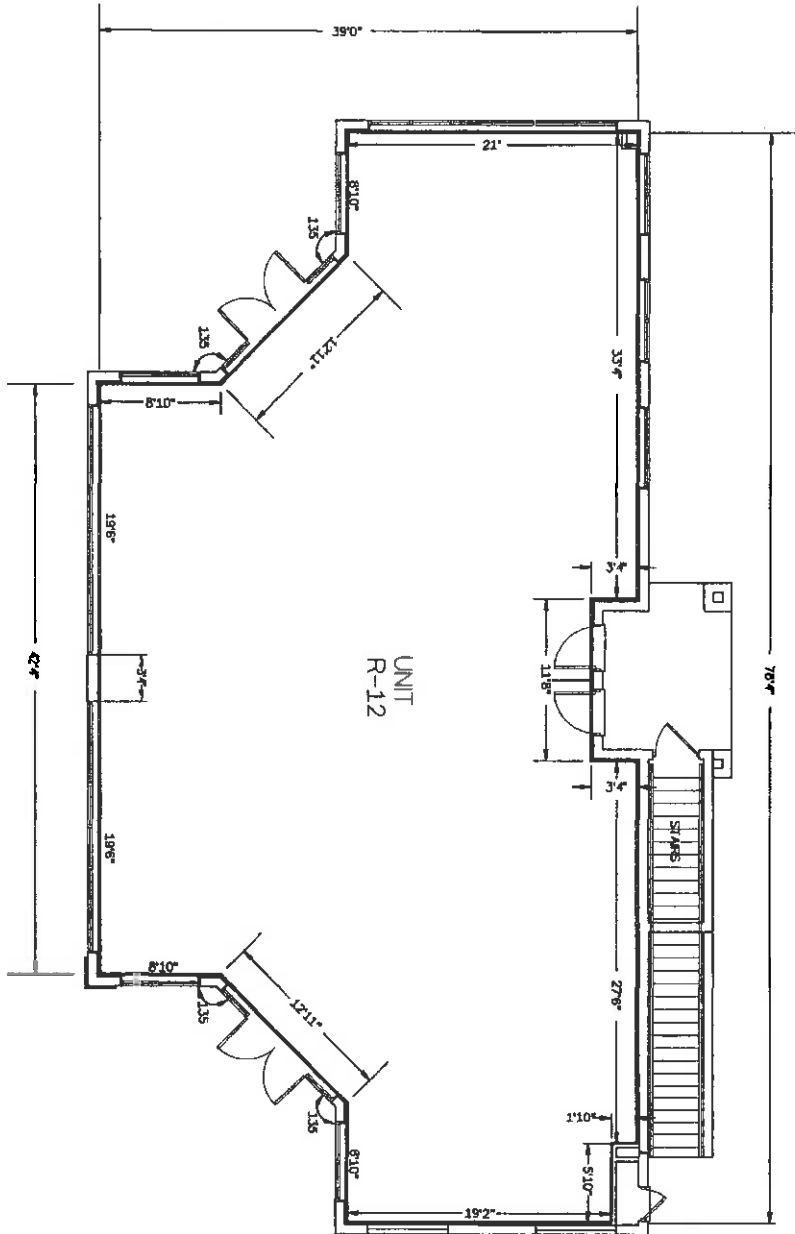
SHEET:

THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

BUILDING E
GROUND LEVEL
RETAIL

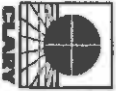
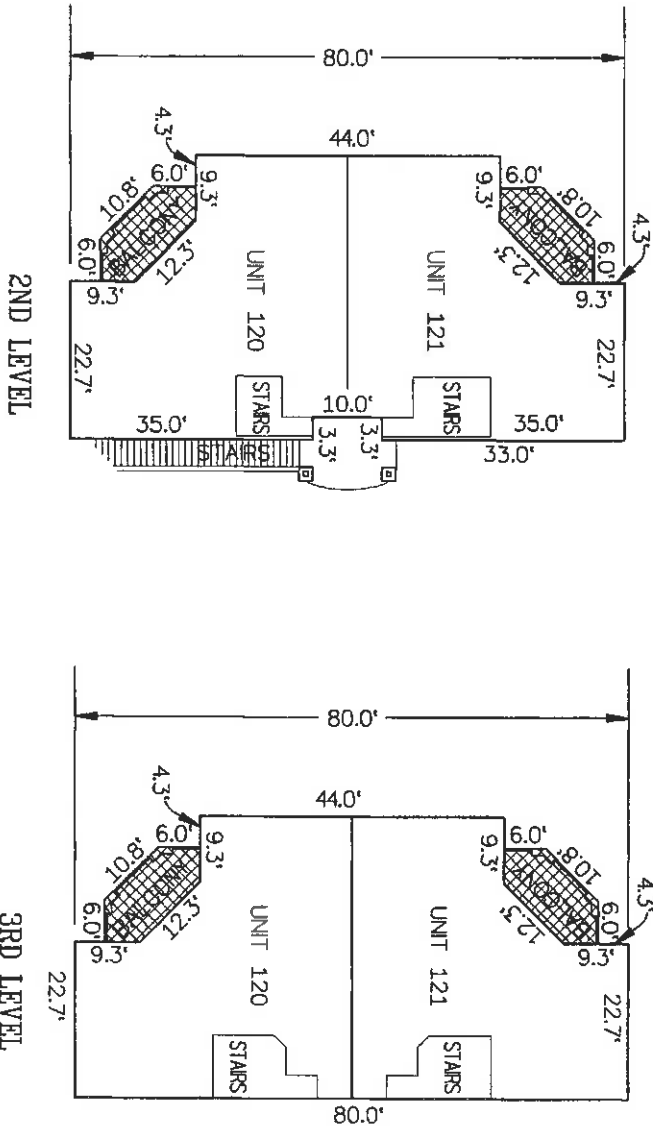


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Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
1310 S.W. 15TH STREET
JACKSONVILLE, FLORIDA 32207
(904) 280-2703

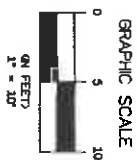


THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

BUILDING E



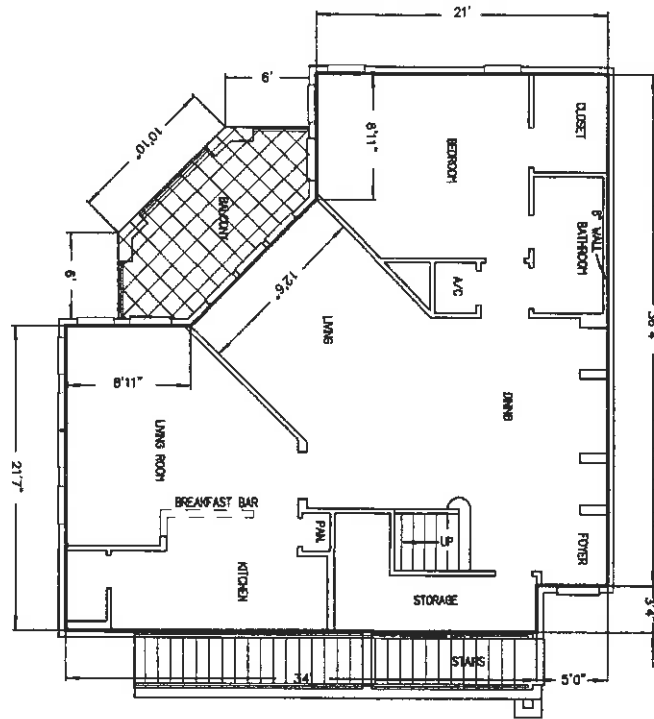
PREPARED BY:
Clary & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 1000 W. UNIVERSITY BLVD.
 JACKSONVILLE, FLORIDA 32207
 904-280-2703



THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM

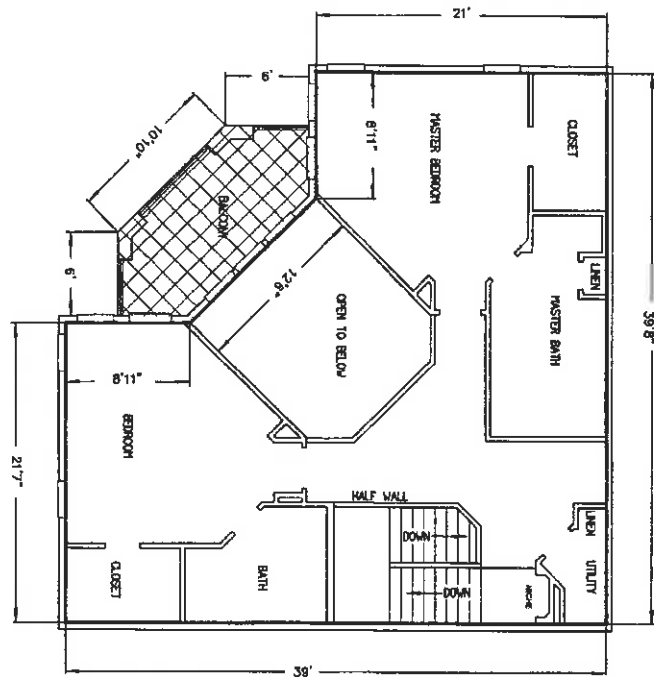
CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

2ND LEVEL

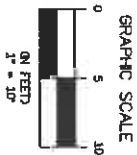


UNIT C2
REVERSED
3-BEDROOM
UNIT 120

3RD LEVEL

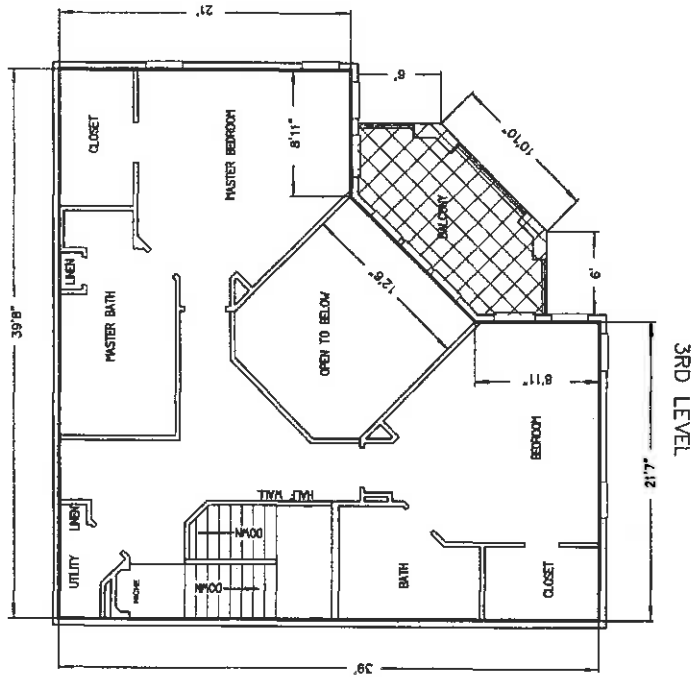
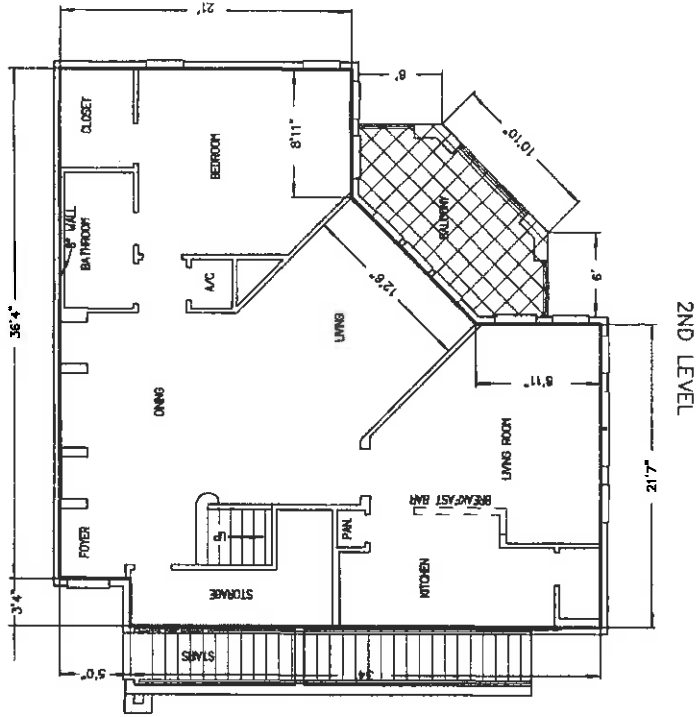


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Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3600 CROOK PARK ROAD
JACKSONVILLE, FLORIDA 32217
(904) 283-2783

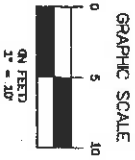


THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM

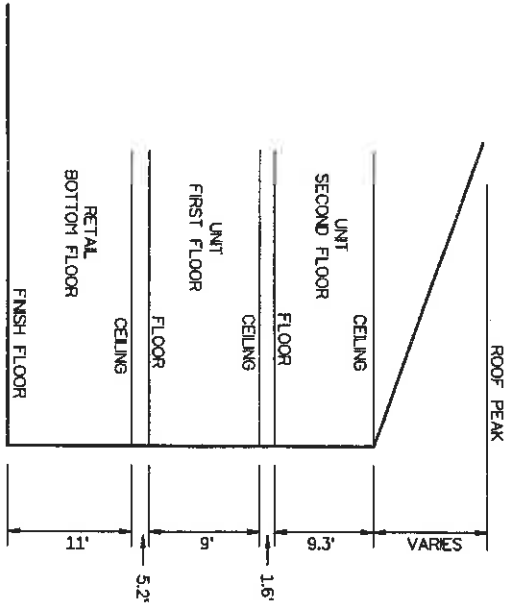
CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA



PREPARED BY:
Clary & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 3830 CROWN POINT ROAD
 JACKSONVILLE, FLORIDA 32257
 904 266-2703



THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA



ELEVATIONAL VIEW

ELEVATIONAL TABULATION BUILDING E
ELEVATIONS

Unit No.	Bottom Floor	Ceiling	1st Unit Floor	Ceiling	2nd Unit Floor	Ceiling
RETAL UNIT	53.97	64.97				
UNIT 120			70.17	79.17	80.77	90.07
UNIT 121			70.17	79.17	80.77	90.07



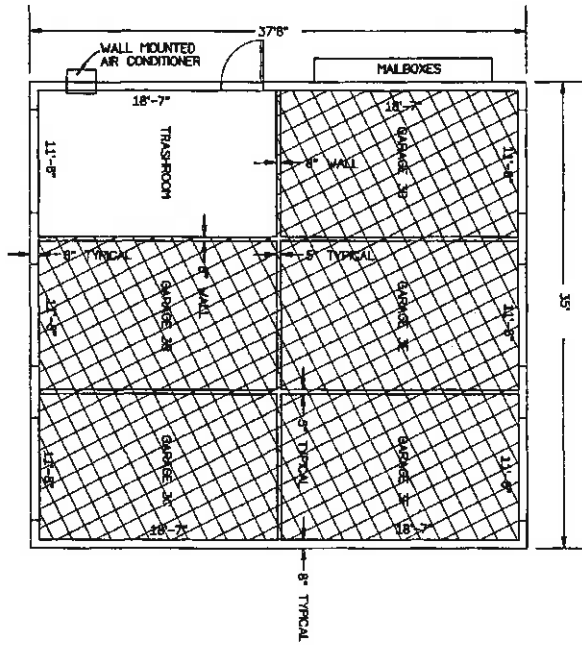
PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
1000 EAST PALM BLVD.
JACKSONVILLE, FLORIDA 32207
(904) 256-2703

EXHIBIT:

SHEET:

THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM
CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

BUILDING F



NOTE: DIMENSIONS SHOWN HEREON ARE EXTERIOR MEASUREMENTS

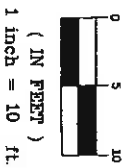
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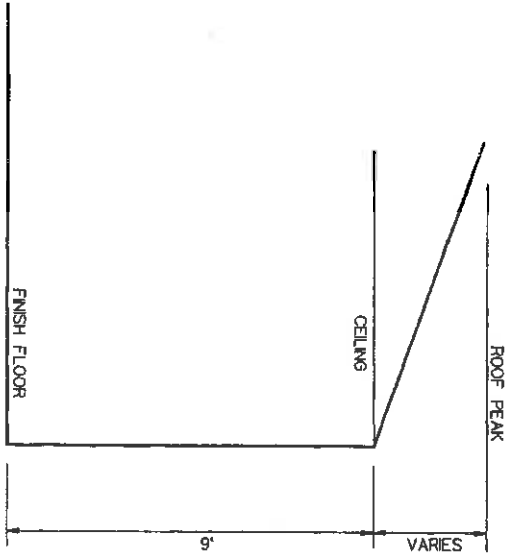


PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3000 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 280-2703

GRAPHIC SCALE



THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA



ELEVATIONAL VIEW

ELEVATIONAL TABULATION BUILDING F
ELEVATIONS

Unit No.	Floor	Ceiling
GARAGE	55.83	64.83



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 3300 GROUND POINT ROAD
 JACKSONVILLE, FLORIDA 32257
 (904) 280-2703

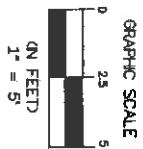
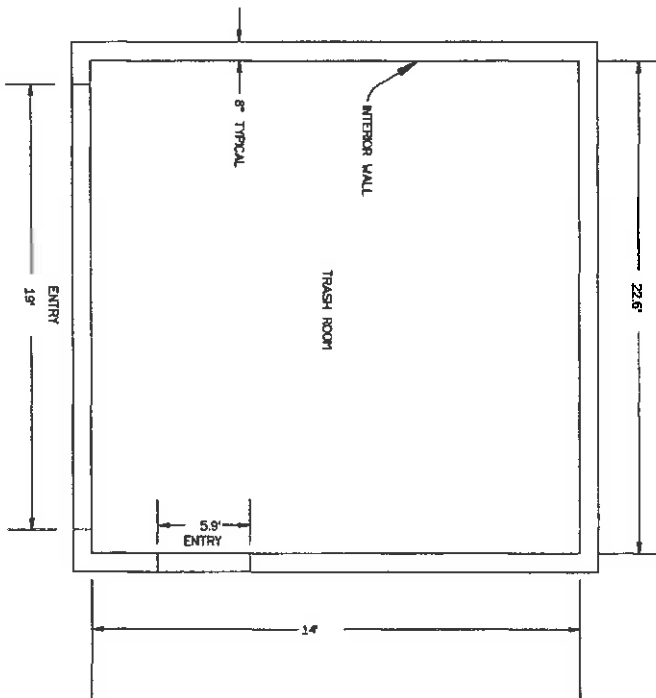
EXHIBIT:

SHEET:

THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

TRASH ROOM

NOTE: DIMENSIONS SHOWN HEREON
ARE INTERIOR MEASUREMENTS

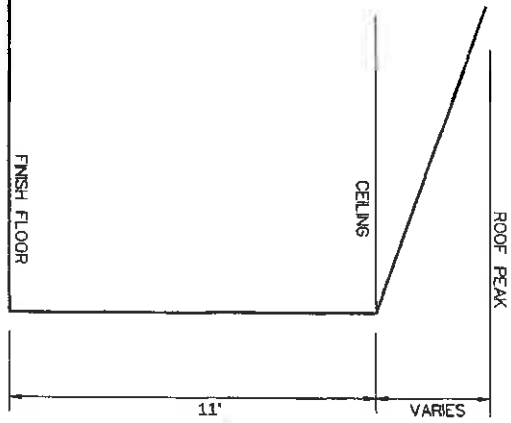


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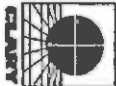
PREPARED BY:
Clary & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 11115 W. STATE ROAD
 JACKSONVILLE, FLORIDA 32257
 (904) 280-2703

THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM
 CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA



ELEVATIONAL VIEW

Unit No.	ELEVATIONS	
	Bottom Floor	Ceiling
TRASHROOM	55.19	66.19



PREPARED BY:
Clary & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 1800 W. UNIVERSITY BLVD.
 JACKSONVILLE, FLORIDA 32217
 904-380-8703

EXHIBIT

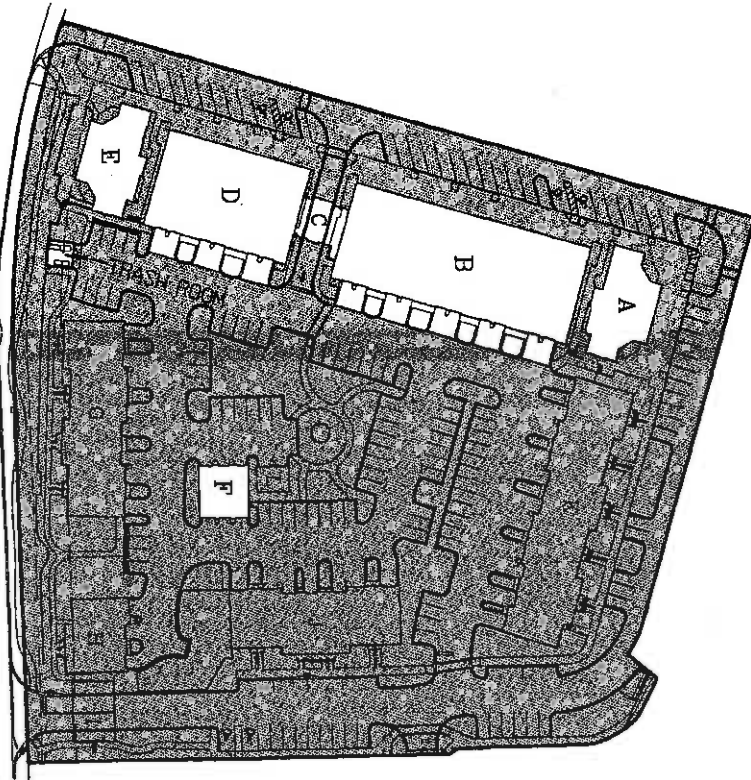
SHEET

Exhibit C

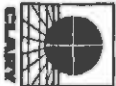
[Plot Plan]

THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM
CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

PLOTPLAN
BUILDINGS A-F
& TRASHROOM



DEER LAKE DRIVE



PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 GROOM POINT ROAD
JACKSONVILLE, FLORIDA 32257
904 280-2703

EXHIBIT:

SHEET:




Exhibit D

[Surveyor and Surveyor's Certificate]

THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

GENERAL NOTES

- 1. Condominium Units are identified by number.
- 2. _____ Denotes Boundaries of Individual Units.
- 3. 121 Denotes Typical Unit Numbers.

- 4.  Denotes Common Elements

-  Denotes Limited Common Elements

- 5. Those ceilings elevations referred to hereon are the elevations of a horizontal plane projected across the condominium unit; however, if applicable for those condominiums having cathedral type ceilings, the space above this horizontal plane and below the underside of the unfinished surface of the vaulted ceiling is a part of the condominium unit.
- 6. Interior room dimensions subject to normal construction variances and tolerances.
- 7. Description shown hereon per Clary & Associates, survey, File no. SD-2322 Unit Layouts provided by Charlon Brock & Assoc., Inc.
- 8. Bearings shown hereon are based on the southerly line of Deerwood Park North Replat Number Two as S73°42'23"E (P.B. 52, PGS. 26, 26A-26B).
- 9. Elevations shown hereon are based upon NGVD 1929.
- 10. Reference Benchmark: Box cut in top of curb200' south of Gate Parkway North on east side of Southside Boulevard; Elevation 49.97 (NGVD 1929)



PREPARED BY:
Clary & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 3030 GROWN PINE ROAD
 JACKSONVILLE, FLORIDA 32257
 904 260-2103

EXHIBIT:

SHEET:

DEER LAKE DRIVE WEST
DEERWOOD PARK NORTH REPLAT NUMBER THREE
PLAT BOOK 54, PAGES 27, 27A-27B

Point of Beginning
100' SETBACK CORNER OF DEER
LAKE DRIVE WEST AT DEERWOOD
PARK NORTH REPLAT NUMBER TWO
PLAT BOOK 54, PAGES 27, 27A-27B
DEERWOOD PARK NORTH REPLAT NUMBER TWO

THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM
CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

NUM	ARC RADIUS	BEARING	DISTANCE
C1	173.98'	67.5.00'	S07°58'10"W
			173.49'

NUM	BEARING	DISTANCE
L1	S02°48'19"E	2.17
L2	N87°11'41"E	0.17
L3	S02°48'19"E	6.50
L4	S87°11'41"W	0.17
L5	S02°48'19"E	2.50
L6	N87°11'41"E	0.17
L7	S02°48'19"E	6.50
L8	S87°11'41"W	0.17
L9	S02°48'19"E	2.50
L10	N87°11'41"E	0.17
L11	S02°48'19"E	13.00
L12	S87°11'41"W	6.00
L13	S02°48'19"E	14.00
L14	N87°11'41"E	1.34
L15	S02°47'31"E	27.50
L18	N87°11'41"E	4.67
L19	S02°48'19"E	3.50
L20	S87°11'41"W	0.17
L21	S02°48'19"E	2.17
L22	N87°11'41"E	0.17
L23	N02°48'19"W	0.17
L24	N87°11'41"E	0.33
L25	N02°48'19"W	0.33
L26	N87°11'41"E	5.83
L27	S02°48'19"E	0.33
L28	N87°11'41"E	0.33
L29	S02°48'19"E	0.17
L30	N87°11'41"E	5.67
L31	N02°48'19"W	0.17
L32	N87°11'41"E	0.33

NUM	BEARING	DISTANCE
L33	N02°48'19"W	0.33
L34	N87°11'41"E	5.83
L35	S02°48'19"E	0.33
L36	N87°11'41"E	0.33
L37	S02°48'19"E	0.17
L38	N87°11'41"E	2.17
L39	N02°48'19"W	0.17
L40	S87°11'41"W	0.17
L41	N02°48'19"W	2.33
L42	N42°11'41"E	12.83
L43	N87°11'41"E	7.33
L44	S02°48'19"E	0.17
L45	N87°11'41"E	2.17
L46	N02°48'19"W	2.17
L47	S87°11'41"W	0.17
L48	N02°48'19"W	18.67
L49	N87°11'41"E	0.17
L50	N02°48'19"W	2.67
L51	S87°11'41"W	0.17
L52	N02°48'19"W	18.67
L53	N87°11'41"E	0.17
L54	N02°48'19"W	2.17
L55	S87°11'41"W	0.17
L56	S02°48'19"E	0.17
L57	S87°11'41"W	7.33
L58	N47°48'19"W	12.26
L59	N02°48'19"W	7.33
L60	N87°11'41"E	0.17
L61	N02°48'19"W	2.17
L62	S87°11'41"W	2.17
L63	S02°48'19"E	0.17
L64	S87°11'41"W	18.67
L65	N02°48'19"W	0.17
L66	S87°11'41"W	2.17

BUILDING A

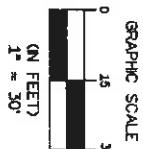
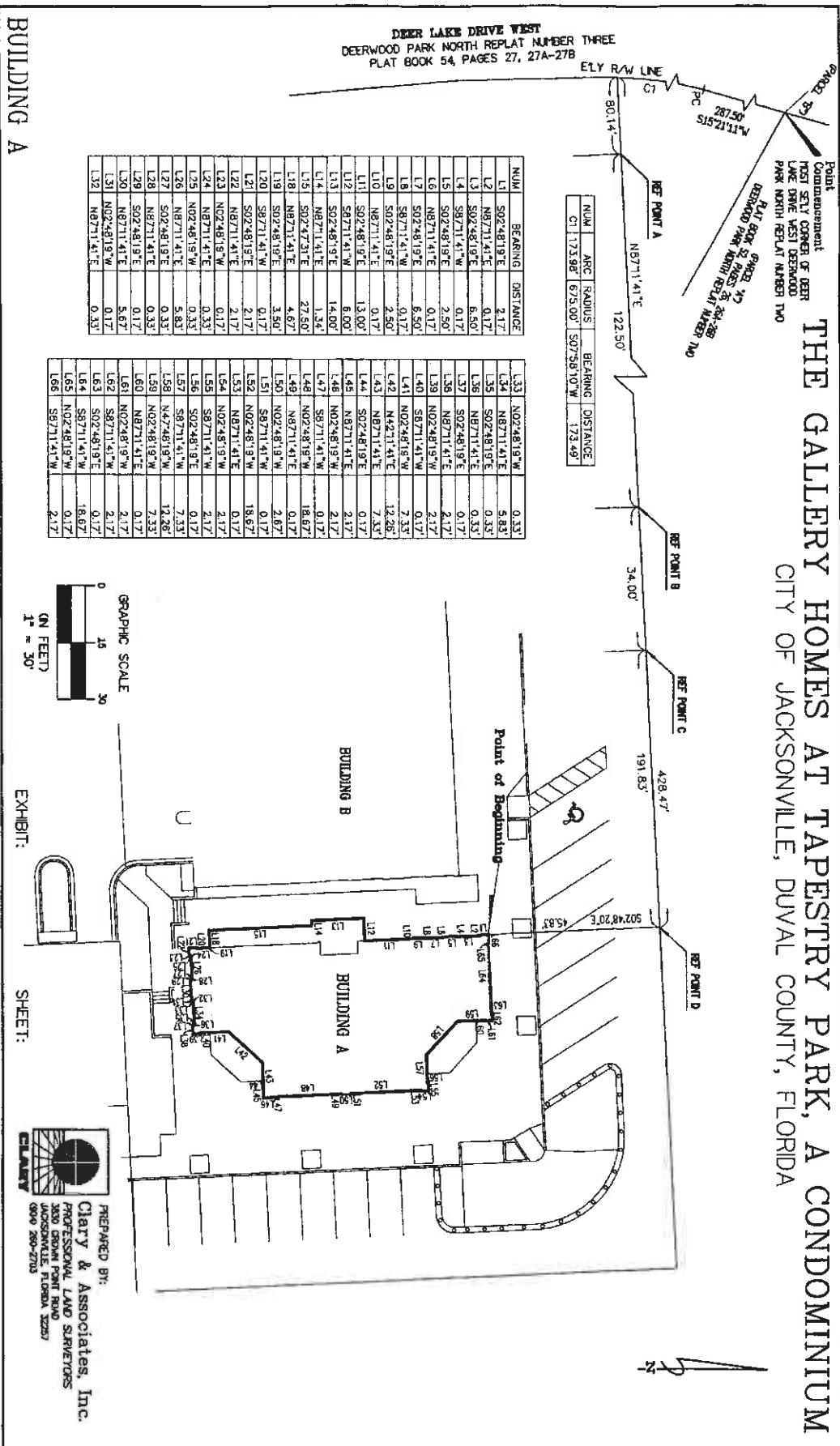


EXHIBIT:

SHEET:



PREPARED BY:
Charly & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
300 GROWN POINT ROAD
JACKSONVILLE, FLORIDA 32207
(904) 280-2703



THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM
 CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

DEER LAKE DRIVE WEST
 DEERWOOD PARK NORTH REPLAT NUMBER THREE
 PLAT BOOK 54, PAGES 27, 27A-27B

NUM	BEARING	DISTANCE
L9	S02°48'19"E	71.00'
L10	N87°11'41"E	7.50'
L11	S02°48'19"E	18.25'
L12	N87°11'41"E	182.00'
L13	N02°48'19"W	18.25'
L14	N87°11'41"E	6.50'
L15	N02°48'19"W	35.42'
L16	S87°21'41"W	0.17'
L17	N02°48'19"W	5.83'
L18	N87°11'41"E	0.17'
L19	N02°48'19"W	3.50'
L20	S87°21'41"W	0.17'
L21	N02°48'19"W	5.83'
L22	N87°11'41"E	0.17'
L23	N02°48'19"W	5.75'
L24	S87°21'41"W	0.17'
L25	N02°48'19"W	5.83'
L26	N87°11'41"E	0.17'
L27	N02°48'19"W	1.50'
L28	S87°21'41"W	0.17'
L29	N02°48'19"W	5.83'
L30	N87°11'41"E	0.17'
L31	N02°48'19"W	1.50'
L32	S87°21'41"W	176.00'

BUILDING B

NUM	ARC RADIUS	BEARING	DISTANCE
C1	173.98'	S07°58'10"W	173.49'



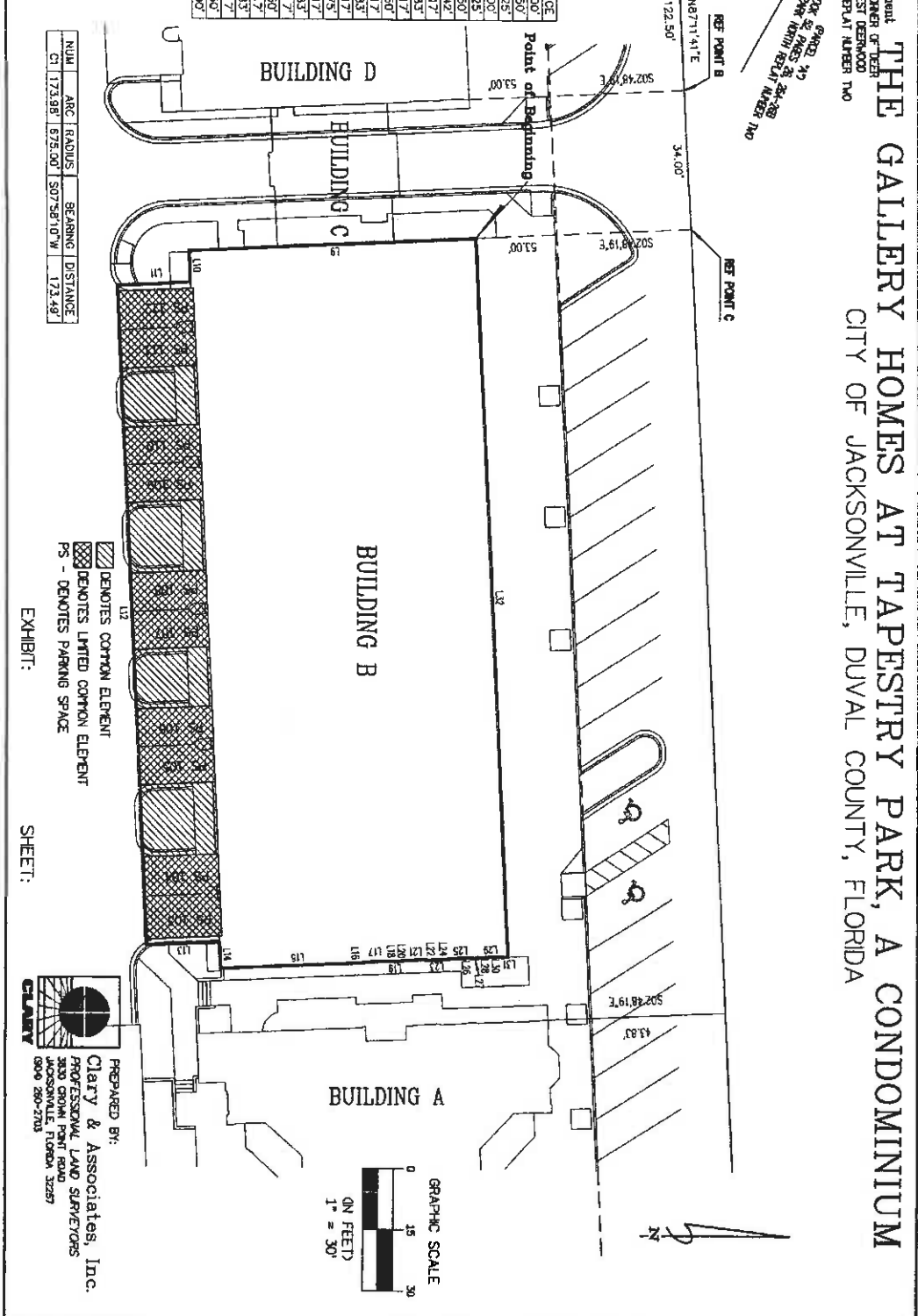
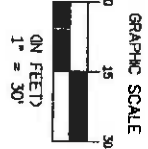
 DENOTES COMMON ELEMENT
 DENOTES LIMITED COMMON ELEMENT
 PS - DENOTES PARKING SPACE

EXHIBIT:

SHEET:



PREPARED BY:
Clary & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 300 GROUND POINT ROAD
 JACKSONVILLE, FLORIDA 32207
 (904) 280-2700



THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM

CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

BUILDING C

A PORTION OF TRACT II, DEERWOOD PARK NORTH, AS RECORDED IN PLAT BOOK 47, PAGES 59, 59A THROUGH 59I, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHEASTERLY CORNER OF DEER LAKE DRIVE WEST (PARCEL "B"), AS SHOWN ON THE PLAT OF DEERWOOD PARK NORTH REPLAT NUMBER TWO AS RECORDED IN PLAT BOOK 52, PAGES 268 THROUGH 269, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 152°11'11" WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF DEER LAKE DRIVE WEST AS SHOWN ON THE PLAT OF DEERWOOD PARK NORTH REPLAT NUMBER THREE AS RECORDED IN PLAT BOOK 54, PAGES 271, 272A, THROUGH 278, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; 287.50 FEET TO A POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 675.00 FEET, AN ARC DISTANCE OF 173.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 07°58'10" WEST, 173.49 FEET; THENCE NORTH 87°11'41" EAST, 80.14 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT A; THENCE NORTH 87°11'41" EAST, 122.50 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT B; THENCE NORTH 87°11'41" EAST, 34.00 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT C; THENCE SOUTH 02°48'19" EAST, 73.33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02°48'19" EAST, 1.09 FEET; THENCE WEST 1°48'3 FEET; THENCE SOUTH 02°48'19" EAST, 1.00 FEET; THENCE SOUTH 87°11'41" WEST, 8.60 FEET; THENCE NORTH 02°48'19" WEST, 1.00 FEET; THENCE SOUTH 87°11'41" WEST, 10.27 FEET; THENCE NORTH 02°48'19" WEST, 29.00 FEET; THENCE NORTH 87°11'41" EAST, 33.70 FEET TO THE POINT OF BEGINNING. THE AFOREMENTIONED LANDS LYING 16.00 FEET ABOVE GRADE ELEVATION, CONTAINING: 986 SQUARE FEET.

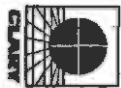
TOGETHER WITH STAIRS

A PORTION OF TRACT II, DEERWOOD PARK NORTH, AS RECORDED IN PLAT BOOK 47, PAGES 59, 59A THROUGH 59I, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHEASTERLY CORNER OF DEER LAKE DRIVE WEST (PARCEL "B"), AS SHOWN ON THE PLAT OF DEERWOOD PARK NORTH REPLAT NUMBER TWO AS RECORDED IN PLAT BOOK 52, PAGES 268 THROUGH 269, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 152°11'11" WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF DEER LAKE DRIVE WEST AS SHOWN ON THE PLAT OF DEERWOOD PARK NORTH REPLAT NUMBER THREE AS RECORDED IN PLAT BOOK 54, PAGES 271, 272A, THROUGH 278, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; 287.50 FEET TO A POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 675.00 FEET, AN ARC DISTANCE OF 173.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 07°58'10" WEST, 173.49 FEET; THENCE NORTH 87°11'41" EAST, 80.14 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT A; THENCE NORTH 87°11'41" EAST, 122.50 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT B; THENCE NORTH 87°11'41" EAST, 34.00 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT C; THENCE SOUTH 02°48'19" EAST, 73.33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 2°48'20" EAST, 36.57 FEET; THENCE SOUTH 87°11'41" WEST, 5.87 FEET; THENCE NORTH 2°48'19" WEST, 1.33 FEET; THENCE NORTH 87°11'41" EAST, 0.67 FEET; THENCE NORTH 2°48'19" WEST, 4.58 FEET; THENCE SOUTH 87°11'41" WEST, 0.67 FEET; THENCE NORTH 2°48'19" WEST, 1.33 FEET; THENCE NORTH 87°11'41" EAST, 0.67 FEET; THENCE NORTH 2°48'19" WEST, 1.33 FEET; THENCE NORTH 87°11'41" WEST, 1.70 FEET; THENCE NORTH 87°11'41" WEST, 1.70 FEET; THENCE NORTH 2°48'19" WEST, 25.80 FEET; THENCE SOUTH 87°11'41" WEST, 2.00 FEET; THENCE NORTH 2°48'19" WEST, 1.70 FEET; THENCE NORTH 87°11'41" EAST, 7.00 FEET TO THE POINT OF BEGINNING. THE AFOREMENTIONED LANDS LYING BETWEEN ROADWAY ELEVATION AND FINISH FLOOR ELEVATION OF AFORESAID BUILDING I, BEING 16.00 FEET ABOVE ROADWAY ELEVATION, CONTAINING 200 SQUARE FEET.

EXHIBIT:

SHEET:



PREPARED BY:
Clary & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 3820 CROWN POINT ROAD
 JACKSONVILLE, FLORIDA 32217
 904 288-2703

THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM
 CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

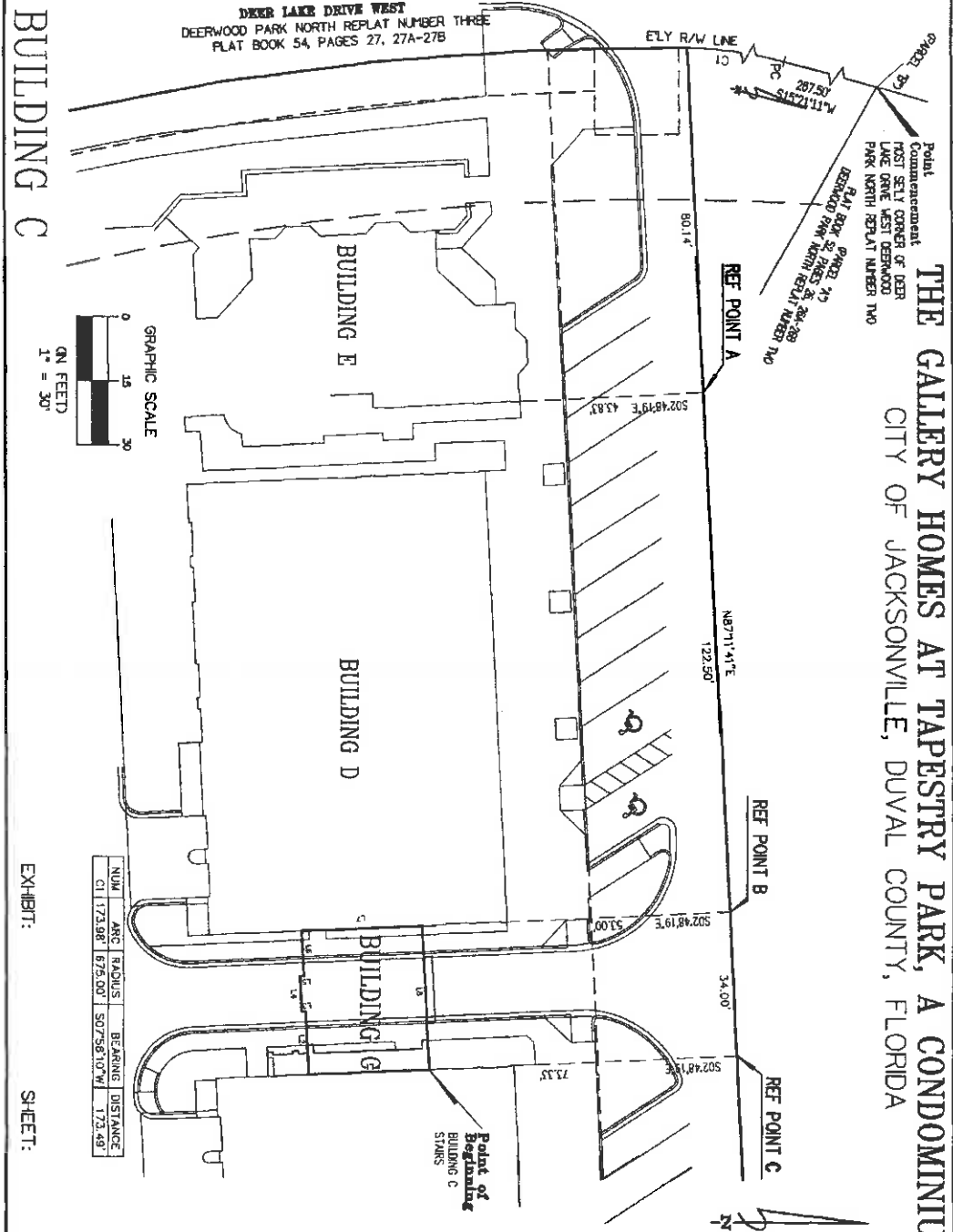
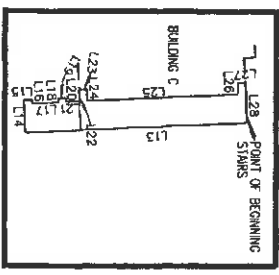


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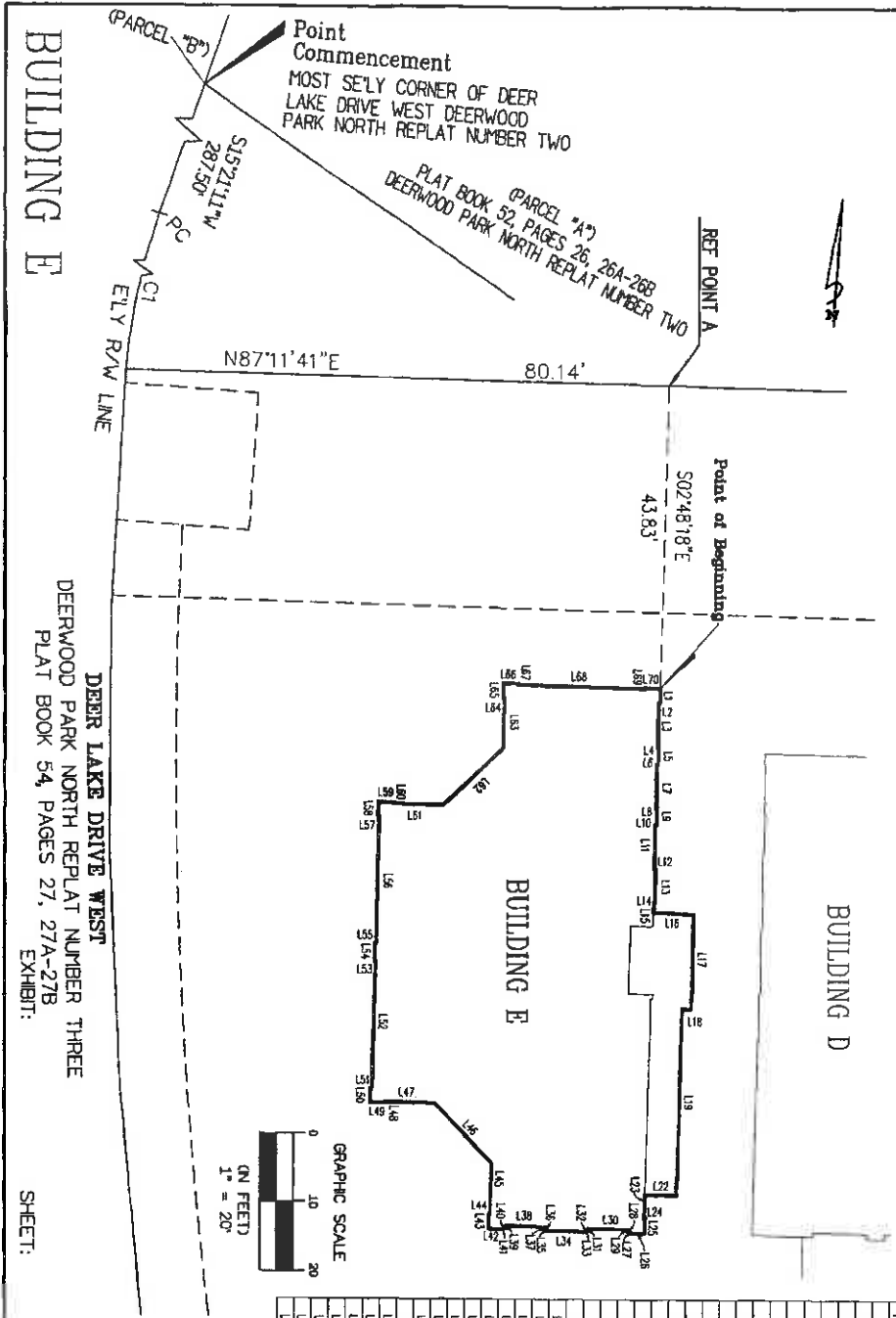
NUM	BEARING	DISTANCE
L1	S02°48'19"E	28.00'
L2	S87°11'41"W	14.83'
L3	S2°48'19"E	1.00'
L4	S87°11'41"W	8.60'
L5	N02°48'19"W	1.00'
L6	S87°11'41"W	10.27'
L7	N02°48'19"W	28.00'
L8	N87°11'41"E	33.72'
L13	S02°48'20"E	38.57'
L14	S87°11'41"W	3.97'
L15	N2°48'19"W	3.97'
L16	N87°11'41"E	1.57'
L17	N2°48'19"W	4.58'
L18	S87°11'41"W	0.67'
L19	N2°48'19"W	1.35'
L20	N87°11'41"E	0.67'
L21	N2°48'19"W	2.33'
L22	S87°11'41"W	1.60'
L23	N2°48'19"W	1.70'
L24	N87°11'41"E	1.60'
L25	N2°48'19"W	25.60'
L26	S87°11'41"W	2.00'
L27	N2°48'19"W	1.70'
L28	N87°11'41"E	7.00'



PREPARED BY:
Clary & Associates, Inc.
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 (904) 289-2703

THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM

CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

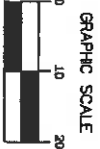


NUM	BEARING	DISTANCE	L38	S02°48'19\"E	0.33'
L1	S02°48'19\"E	2.17	L40	S87°11'41\"W	0.33'
L2	S87°11'41\"W	0.17	L41	S02°48'19\"E	0.17
L3	S02°48'19\"E	6.50	L42	S87°11'41\"W	2.17
L4	N87°11'41\"E	0.17	L43	N02°48'19\"W	2.17
L5	S02°48'19\"E	2.50	L44	N87°11'41\"E	0.17
L6	S87°11'41\"W	0.17	L45	N02°48'19\"W	7.33'
L7	S02°48'19\"E	6.50	L46	N47°48'19\"W	12.26'
L8	N87°11'41\"E	0.17	L47	S87°11'41\"W	7.33'
L9	S02°48'19\"E	2.50	L48	S02°48'19\"E	0.17
L10	S02°48'19\"E	0.17	L49	S87°11'41\"W	2.17
L11	N87°11'41\"E	0.17	L50	N02°48'19\"W	2.17
L12	S02°48'19\"E	0.17	L51	N87°11'41\"E	0.17
L13	S02°48'19\"E	5.83	L52	N02°48'19\"W	18.67'
L14	S87°11'41\"W	0.17	L53	S87°11'41\"W	2.87'
L15	S02°48'19\"E	6.00	L54	N87°11'41\"E	0.17
L16	N87°11'41\"W	0.67	L55	N02°48'19\"W	18.67'
L17	S02°48'19\"E	14.00	L56	N02°48'19\"W	0.17
L18	S87°11'41\"W	1.34	L57	S87°11'41\"W	2.17
L19	S02°50'47\"E	27.50	L58	N02°48'19\"W	2.17
L20	S87°11'41\"W	4.66	L59	N87°11'41\"E	2.17
L21	S02°48'19\"E	3.50	L60	S02°48'19\"E	0.17
L22	N87°11'41\"E	0.17	L61	N87°11'41\"E	7.33'
L23	S02°48'19\"E	2.17	L62	N47°11'41\"E	12.26'
L24	S87°11'41\"W	2.17	L63	N02°48'19\"W	7.33'
L25	S02°48'19\"E	2.17	L64	S87°11'41\"W	2.17
L26	S87°11'41\"W	2.17	L65	N02°48'19\"W	0.17
L27	S02°48'19\"E	0.33	L66	N87°11'41\"E	2.17
L28	S87°11'41\"W	0.33	L67	N02°48'19\"W	0.17
L29	N02°48'19\"W	5.83	L68	N87°11'41\"E	18.67'
L30	S87°11'41\"W	0.33	L69	N02°48'19\"W	0.17
L31	S02°48'19\"E	0.33	L70	N87°11'41\"E	2.17
L32	S87°11'41\"W	0.33			
L33	S02°48'19\"E	0.17			
L34	S87°11'41\"W	5.67			
L35	N02°48'19\"W	0.17			
L36	S87°11'41\"W	0.33			
L37	N02°48'19\"W	0.33			
L38	S87°11'41\"W	5.83			

PREPARED BY:
Clary & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 3000 W. UNIVERSITY BLVD., SUITE 2227
 JACKSONVILLE, FLORIDA 32217
 904-286-2703



NUM	ARC RADIUS	BEARING	DISTANCE
C1	173.98'	075°00'	S07°58'10\"W
			173.49'



BUILDING E
 DEER LAKE DRIVE WEST
 DEERWOOD PARK NORTH REPLAT NUMBER THREE
 PLAT BOOK 54, PAGES 27, 27A-27B
 EXHIBIT:
 SHEET:

Point Commencement
 MOST SE'LY CORNER OF DEER
 LAKE DRIVE WEST DEERWOOD
 PARK NORTH REPLAT NUMBER TWO

(PARCEL "B")
 S15°21'11\"W
 287.50'

ELLY RAW LINE

N87°11'41\"E

80.14'

(PARCEL "A")
 PLAT BOOK 52, PAGES 26, 26A-26B
 DEERWOOD PARK NORTH REPLAT NUMBER TWO

REF POINT A

Point of Beginning
 S02°48'18\"E
 43.83'

THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

BUILDING F

A PORTION OF TRACT 1, DEERWOOD PARK NORTH, AS RECORDED IN PLAT BOOK 47, PAGES 59, 59A THROUGH 59C, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHEASTELY CORNER OF DEER LAKE DRIVE, WEST 6940⁰⁰, 59⁰⁰, AS SHOWN ON THE PLAT OF TAPESTRY PARK NORTH, AS RECORDED IN PLAT BOOK 52, PAGES 76, 76A THROUGH 76B, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, THENCE SOUTH 157⁰⁰ 11⁰⁰ WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF DEER LAKE DRIVE, WEST, AS SHOWN ON THE PLAT OF DEERWOOD PARK NORTH REPLAT NUMBER THREE, AS RECORDED IN PLAT BOOK 54, PAGES 27, 27A, THROUGH 27B, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, 287⁵⁰ FEET TO A POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY, THENCE SOUTHEASTERLY, CONTINUING ALONG SAID RIGHT-OF-WAY AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 67⁵⁰ FEET, AN ARC DISTANCE OF 423⁹⁶ FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF 323²⁸ FEET, SAID CHORD BEING SUBTENDED BY AN ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 240⁵⁰ FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF 118⁰⁰ FEET, AN ARC DISTANCE OF 240⁵⁰ FEET, THENCE NORTH 69⁵⁸ 51⁰⁰ EAST, 55⁸³ FEET TO A POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY, THENCE NORTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 238⁰⁰ FEET, AN ARC DISTANCE OF 282³³ FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF 173⁷⁰ FEET, AN ARC DISTANCE OF 282³³ FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF 132⁰⁰ FEET, THENCE NORTH 70⁰⁰ 03⁰⁰ WEST, 156²⁵ FEET TO THE POINT OF BEGINNING, THENCE NORTH 19⁵⁹ 57⁰⁰ WEST, 0⁶⁷ FEET, THENCE NORTH 70⁰⁰ 03⁰⁰ WEST, 8⁰⁰ FEET, THENCE NORTH 70⁰⁰ 03⁰⁰ WEST, 21⁷ FEET, THENCE NORTH 19⁵⁹ 57⁰⁰ WEST, 0⁶⁷ FEET, THENCE SOUTH 19⁵⁹ 57⁰⁰ EAST, 8⁰⁰ FEET, THENCE SOUTH 19⁵⁹ 57⁰⁰ EAST, 0⁶⁷ FEET, THENCE SOUTH 70⁰⁰ 03⁰⁰ WEST, 4⁰⁰ FEET, THENCE SOUTH 70⁰⁰ 03⁰⁰ WEST, 11⁷ FEET, THENCE SOUTH 19⁵⁹ 57⁰⁰ EAST, 0⁶⁷ FEET, THENCE SOUTH 70⁰⁰ 03⁰⁰ WEST, 11⁷ FEET, THENCE SOUTH 19⁵⁹ 57⁰⁰ EAST, 0⁶⁷ FEET, THENCE SOUTH 70⁰⁰ 03⁰⁰ WEST, 8⁰⁰ FEET, THENCE SOUTH 19⁵⁹ 57⁰⁰ EAST, 0⁶⁷ FEET, THENCE SOUTH 70⁰⁰ 03⁰⁰ WEST, 10⁰⁰ FEET, THENCE SOUTH 19⁵⁹ 57⁰⁰ EAST, 0⁶⁷ FEET, THENCE SOUTH 70⁰⁰ 03⁰⁰ WEST, 11⁷ FEET TO THE POINT OF BEGINNING.

CONTAINING 1,384 SQUARE FEET.

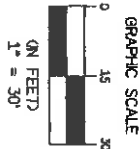
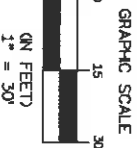
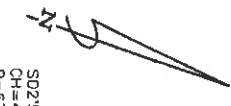
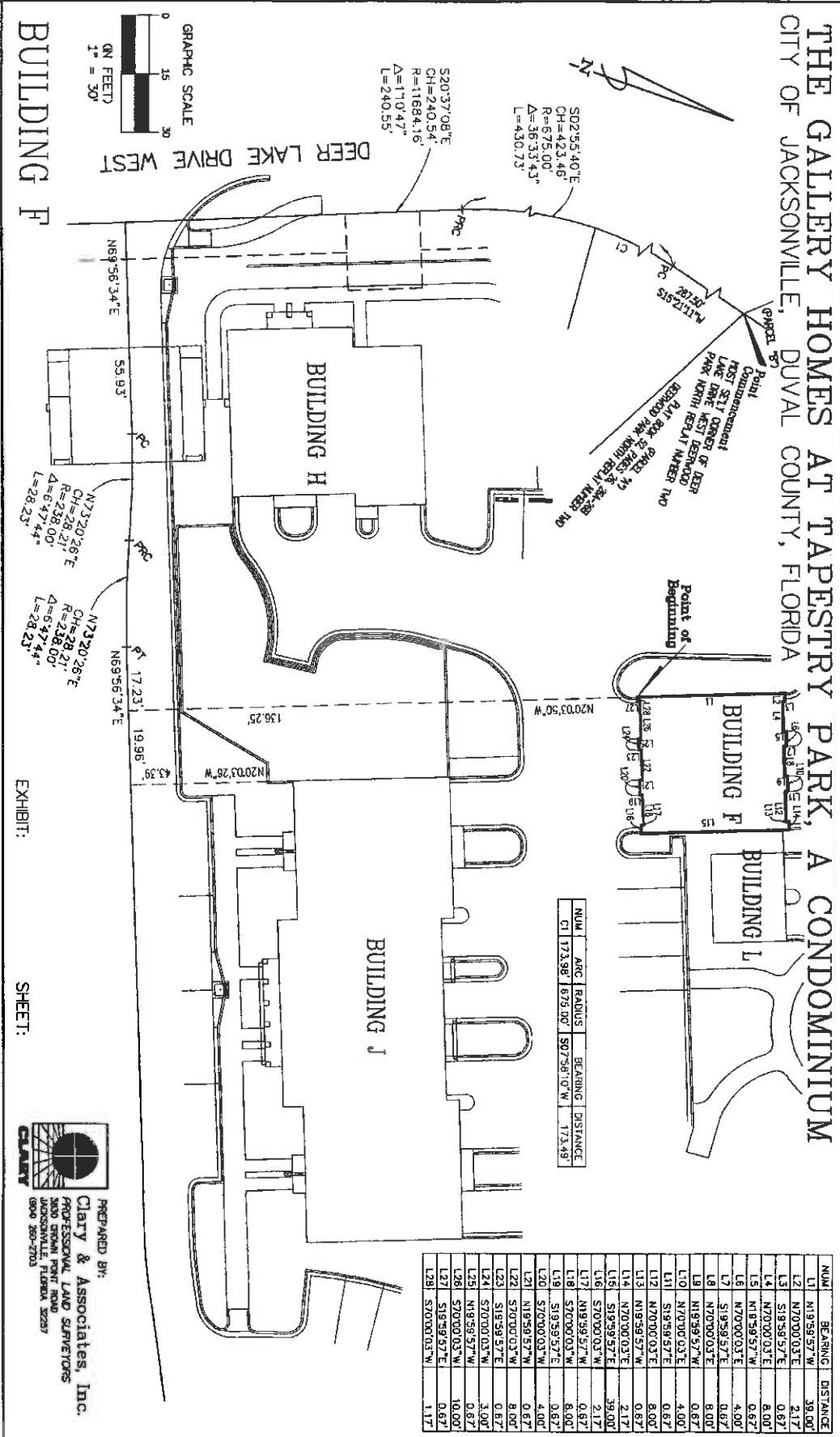


EXHIBIT: SHEET:

PREPARED BY:
Clarity & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 3530 CROWN POINT ROAD
 JACKSONVILLE, FLORIDA 32257
 904 280-2705

THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM

CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA



S202.95.40"E
CH=423.46'
R=675.00'
Δ=36.33'4.3"
L=430.73'

S203.37.08"E
CH=240.54'
R=11684.16'
Δ=110'47"
L=240.55'

Point of Beginning
Point of Commencement
LINE MADE CORNER OF DEER LAKE DRIVE WEST (DEERWOOD PARK NORTH BEHALF NUMBER TWO) AND DEERWOOD PARK NORTH BEHALF NUMBER TWO

NUM	ARC	RADIUS	BEARING	DISTANCE
C1	173.98	673.00	S07.9810 W	173.49

NUM	BEARING	DISTANCE
L1	N19.98.57"W	38.04
L2	N70.00.03"E	2.17
L3	S18.59.57"E	0.67
L4	N70.00.03"E	8.00
L5	N18.59.57"W	0.67
L6	N70.00.03"E	4.00
L7	S19.59.57"E	0.67
L8	N70.00.03"E	8.00
L9	N19.59.57"W	0.67
L10	N70.00.03"E	4.00
L11	S19.59.57"E	0.67
L12	N70.00.03"E	8.00
L13	N19.59.57"W	0.67
L14	N70.00.03"E	2.17
L15	S19.59.57"E	39.00
L16	S70.00.03"W	2.17
L17	N19.59.57"W	0.67
L18	S70.00.03"W	8.00
L19	S19.59.57"E	0.67
L20	S70.00.03"W	4.00
L21	N19.59.57"W	0.67
L22	S70.00.03"W	8.00
L23	S19.59.57"E	0.67
L24	S70.00.03"W	3.00
L25	N19.59.57"W	0.67
L26	S70.00.03"W	10.00
L27	S19.59.57"E	0.67
L28	S70.00.03"W	1.17

EXHIBIT: SHEET:



PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3000 DROMA POINT ROAD
JACKSONVILLE, FLORIDA 32217
(904) 280-2703

THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

TRASH ROOM

A PORTION OF TRACT II, DEERWOOD PARK NORTH, AS RECORDED IN PLAT BOOK 47, PAGES 59, 59A THROUGH 59I, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHEASTERLY CORNER OF DEER LAKE DRIVE WEST (PARCEL "B"), AS SHOWN ON THE PLAT OF DEERWOOD PARK NORTH REPLAT NUMBER TWO AS RECORDED IN PLAT BOOK 52, PAGES 26, 26A THROUGH 26B, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 15°21'11" WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF DEER LAKE DRIVE WEST, AS SHOWN ON THE PLAT OF DEERWOOD PARK NORTH REPLAT NUMBER THREE AS RECORDED IN PLAT BOOK 54, PAGES 27, 27A, THROUGH 27B, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, 287.50 FEET TO A POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 675.00 FEET, AN ARC DISTANCE OF 332.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 01°15'24" EAST, 328.80 FEET; THENCE NORTH 77°09'38" EAST, 23.11 FEET TO THE POINT OF BEGINNING; THENCE NORTH 77°17'22" EAST, 14.60 FEET; THENCE SOUTH 12°42'38" EAST, 22.60 FEET; THENCE SOUTH 77°17'22" WEST, 14.60 FEET; THENCE NORTH 12°42'38" WEST, 22.60 FEET TO THE POINT OF BEGINNING.

CONTAINING: 330 SQUARE FEET.

EXHIBIT:

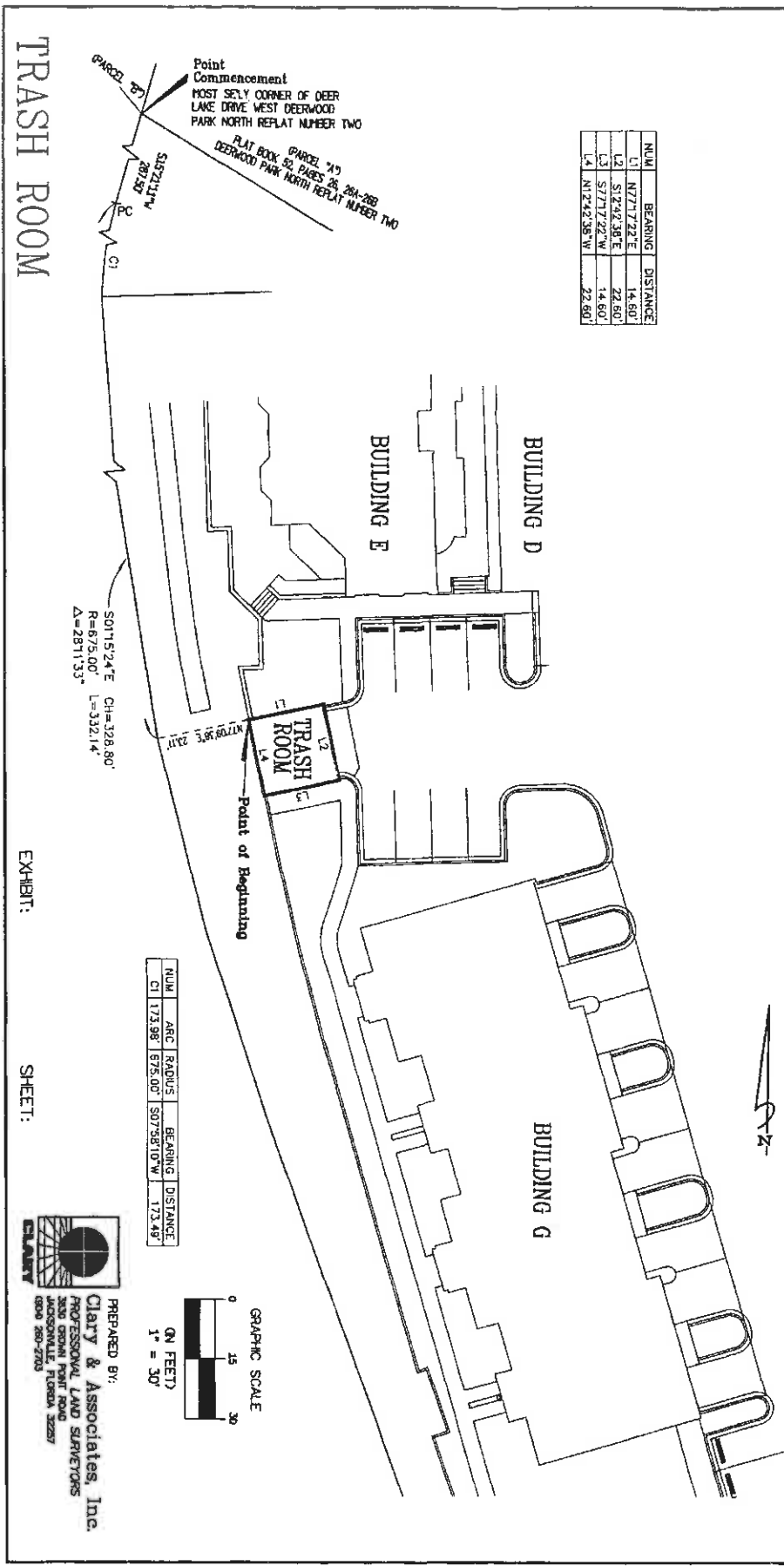
SHEET:



PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3600 DROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
904 288-2703

THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM
 CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

NUM	BEARING	DISTANCE
L1	N77°17'22"E	14.60'
L2	S12°42'38"E	22.60'
L3	S77°17'22"W	14.60'
L4	N12°42'38"W	22.60'



NUM	ARC	RADIUS	BEARING	DISTANCE
C1	173.98'	575.00'	S07°58'10"W	173.49'

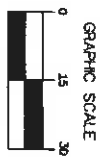
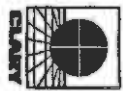


EXHIBIT:

SHEET:




Prepared by:
Clary & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 3000 GRAND PARK ROAD
 JACKSONVILLE, FLORIDA 32217
 904 280-7100

THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

FLOOD CERTIFICATION

I hereby certify that I have examined the Current Flood Hazard Insurance Rate maps and that the property described herein and referred to as The Gallery Homes at Tapestry Park, A Condominium, lies within Zones "X" as shown on the Federal Emergency Management Agency Flood Insurance Rate Map 0228 E, Community Number 120077, dated August 15, 1989.

Signed this 6th day of Mar A.D., 2008.


Clary & Associates, Inc.
Gregory B. Clary
Registered Land Surveyor No. 3377
State of Florida YS



PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3630 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 280-2700

EXHIBIT: SHEET:

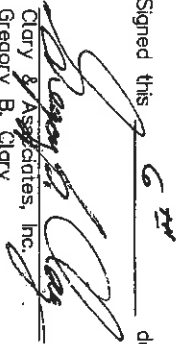

THE GALLERY HOMES AT TAPESTRY PARK, A CONDOMINIUM CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

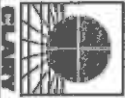
CERTIFICATION

A survey of the land which meets the minimum technical standards set forth by the Board of Professional Surveyors and Mappers, pursuant to s. 472.027, and a graphic description of the improvements in which units are located and a plot plan thereof that, together with the declaration, are in sufficient detail to identify the common elements and each unit and their relative locations and approximate dimensions

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

Signed this 6th day of May A.D., 2008.


Clary & Associates, Inc.
Gregory B. Clary
Registered Land Surveyor No. 3377
State of Florida 



PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3330 GRAND POND ROAD
JACKSONVILLE, FLORIDA 32257
(904) 280-2700

EXHIBIT:

SHEET:

EXHIBIT "E"
 THE GALLERY HOMES AT TAPESTRY PARK CONDOMINIUM
 % COMMON OWNERSHIP



Unit Type	Number of Units	Unit Numbers	Square Feet per Unit	Total Square Feet per Unit Type	Percentage per Unit	Percentage per Unit Type
A1	6	1205, 1206, 1209, 1210, 1217, 1216	2128	12768	3.23%	19.35%
B1	8	1202, 1203, 1204, 1207, 1208, 1214, 1215, 1218	2398	19184	3.63%	29.08%
B1 (w/ Loft)	2	1211, 1213	2561	5122	3.88%	7.76%
C1	1	1212	1212	1212	1.84%	1.84%
C2	4	1200, 1201, 1219, 1220	2683	10652	4.04%	16.15%
R-1	1	R-1	2466	2466	3.74%	3.74%
R-2	1	R-2	786	786	1.19%	1.19%
R-3	1	R-3	1404	1404	2.13%	2.13%
R-4	1	R-4	1596	1596	2.42%	2.42%
R-5	1	R-5	1404	1404	2.13%	2.13%
R-6	1	R-6	1596	1596	2.42%	2.42%
R-7	1	R-7	786	786	1.19%	1.19%
R-8	1	R-8	786	786	1.19%	1.19%
R-9	1	R-9	1404	1404	2.13%	2.13%
R-10	1	R-10	1596	1596	2.42%	2.42%
R-11	1	R-11	746	746	1.13%	1.13%
R-12	1	R-12	2466	2466	3.74%	3.74%
Total	33			65974		100.00%

ARLINGTON

21 condos

Condo Sq. Ft. 48,938
 Retail Sq. Ft. 17,036

Exhibit F
[Articles of Incorporation]



June 17, 2008

FLORIDA DEPARTMENT OF STATE
Division of Corporations

THE GALLERY HOMES AT TAPESTRY PARK CONDOMINIUM ASSOCIAT
2117 2ND AVENUE N
BIRMINGHAM, AL 35203

The Articles of Incorporation for THE GALLERY HOMES AT TAPESTRY PARK CONDOMINIUM ASSOCIATION, INC. were filed on June 16, 2008, and assigned document number N08000005773. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H08000152714.


A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-4933 and requesting form SS-4 or by going to their website at www.irs.ustreas.gov.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at (850) 245-6962.

Valerie Herring
Regulatory Specialist II
New Filings Section
Division of Corporations

Letter Number: 408A00036901



State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of THE GALLERY HOMES AT TAPESTRY PARK CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on June 16, 2008, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H08000152714. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N08000005773.

Authentication Code: 408A00036901-061708-N08000005773-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Seventeenth day of June, 2008



Kurt S. Browning
Secretary of State

State of Florida



Department of State

I certify from the records of this office that THE GALLERY HOMES AT TAPESTRY PARK CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on June 16, 2008.

The document number of this corporation is N08000005773.

I further certify that said corporation has paid all fees due this office through December 31, 2008, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 408A00036901-061708-N08000005773-1/1, noted below.

Authentication Code: 408A00036901-061708-N08000005773-1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Seventeenth day of June, 2008




Kurt S. Browning
Secretary of State

((H08000152714 3))

ARTICLES OF INCORPORATION
OF
THE GALLERY HOMES AT TAPESTRY PARK CONDOMINIUM ASSOCIATION, INC.
a Florida corporation not-for-profit

In order to form a corporation under the laws of the State of Florida for the formation of corporations not-for-profit we, the undersigned, hereby associate ourselves into a corporation for the purposes and with the powers herein specified, and to that end we do, by these Articles of Incorporation (the "Articles"), set forth:

ARTICLE I

NAME

The name of the corporation shall be The Gallery Homes at Tapestry Park Condominium Association, Inc. ("Association").

ARTICLE II

PURPOSE

The purpose of the Association is the administration, operation and management of a condominium known as The Gallery Homes at Tapestry Park Condominium (the "Condominium") as the same may now or hereafter be constituted, which Condominium is established pursuant to the Declaration of Condominium for The Gallery Homes at Tapestry Park Condominium (the "Declaration") in accordance with the Florida Condominium Act, Chapter 718, *Florida Statutes* (the "Act"). The Association shall undertake the performance of and shall carry out the acts and duties incident to the administration, operation, and management of the Condominium in accordance with the terms, provisions and authorizations contained herein, in the Bylaws established pursuant to the requirements of these Articles, and in the Declaration of Condominium that will be recorded in the public records of Duval County, Florida, and further, may exercise all powers granted to a condominium association under the Act. In addition, the Association may acquire, own, operate, lease, sell, trade, or otherwise deal with any property, real or personal, as may become part of the Condominium ("Condominium Property") and as may be necessary or convenient for the administration of the Condominium. All defined terms contained these Articles shall have the same meanings as such terms are defined by the Declaration.

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((H08000152714 3))

ARTICLE III

POWERS AND DUTIES

The Association shall have the following powers:

- A. All of the powers and privileges granted to corporations not-for-profit under the law pursuant to which this Corporation is chartered.
- B. All of the powers reasonably necessary to implement and effectuate the purposes of the Association including, without limitation, the power, authority and right to:
 - 1. Make and establish reasonable rules and regulations governing use of the Residential units, Commercial Units, Common Elements, and Limited Common Elements in and of the Condominium, as such terms will be defined in the Declaration.
 - 2. Levy and collect assessments against members of the Association to defray the Common Expenses of the Condominium, as provided in the Declaration and the Bylaws including, without limitation, the right to levy and collect assessments for the purposes of (i) acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing, and otherwise dealing with the Condominium Property, including Units, which may be necessary or convenient in the operation and management of the Condominium, (ii) operating, maintaining, and repairing the Surface Water or Stormwater Management System, and (iii) accomplishing the purposes set forth in the Declaration generally.
 - 3. Maintain, repair, replace, operate, and manage the Condominium Property, including the right to reconstruct improvements after casualty and to further improve and add to the Condominium Property.
 - 4. Contract for the management of the Condominium and, in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration, the Bylaws, and the Act.
 - 5. Enforce the provisions of these Articles, the Declaration, the Bylaws, and all rules and regulations governing use of the Condominium that may hereafter be established.
 - 6. Exercise, undertake, and accomplish all of the rights, duties, and obligations that may be granted to, or imposed upon, the Association in the Declaration and the Act.

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ARTICLE IV

MEMBERSHIP

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

A. The owners of all Units in the Condominium shall be members of the Association and no other persons or entities shall be entitled to membership.

B. Membership shall be established by the acquisition of a fee title to a Unit in the Condominium, or by acquisition of a fee ownership interest therein, by voluntary conveyance or operation of law, and the membership of any person or entity shall be automatically terminated when such person or entity is divested of all title or his entire fee ownership in such Unit; provided, that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two (2) or more Units at any time while such person or entity shall retain fee title to or a fee ownership interest in any Unit.

C. 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 the Unit(s) owned by such member. The funds and assets of the Association shall be expended, held, or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration and in the Bylaws.

D. On all matters upon which the membership is entitled to vote as hereinafter provided, there shall be one (1), and only one (1), vote for each Unit in the Condominium, which vote may be exercised or cast by the owner(s) of each Unit as provided for in the Bylaws. Should any member own more than one Unit, such member shall be entitled to exercise or cast one vote for each such Unit, in the manner provided for in the Bylaws.

E. Until such time as the parcel of real property within the Condominium Property and the improvements now and/or to be constructed thereon are submitted to the Condominium form of ownership by recordation of a Declaration of Condominium therefor in the public records of Duval County, Florida, the membership of the Association shall be comprised of the members of the first Board of Directors as set forth in these Articles, each of whom shall be entitled to cast a vote on all matters upon which the membership would be entitled to vote.

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ARTICLE V

EXISTENCE

Existence of the Association shall commence with the filing of these Articles with the Florida Secretary of State, Tallahassee, Florida. The Association shall have perpetual existence unless the Condominium is terminated pursuant to the provisions of its Declaration, in which event the Association shall be dissolved in accordance with law.

ARTICLE VI

PRINCIPAL OFFICE

The principal office of the Association shall be located at 2117 2nd Avenue N., Birmingham, Alabama 35203, but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

ARTICLE VII

OFFICERS

The affairs of the Association shall be managed by the President of the Association assisted by the Vice President(s), Secretary, and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, who shall perform the duties of such offices customarily performed by like officers of corporations in the State of Florida subject to the directions of the Board of Directors.

The Board of Directors shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries, and Assistant Treasurers as the Board of Directors shall deem advisable from time to time. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, that the office of the President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. Officers shall be elected annually.

The officers of the Association, who shall hold office until their successors are elected pursuant to these Articles and the Bylaws, and have qualified, shall be the following:

President	James M. Dixon
Vice President	Kent J. Graeve
Treasurer	David Mclean

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Secretary

David Mclean

Officers of the Association may be compensated in the manner to be provided in the Bylaws. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Condominium and the affairs of the Association, and any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a member of the Association or a Director or officer of the Association, as the case may be.

ARTICLE VIII

DIRECTORS

The number of members of the Board of Directors shall be not less than three (3). The initial members of the Board of Directors shall be appointed by the Developer. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium that will be operated ultimately by the Association, the Unit Owners, other than the Developer, shall be entitled to elect no less than one-third (1/3) of the members of the Board of Directors 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 Directors of the Association: (i) three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (ii) three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchaser; (iii) when all the Units that will be operated ultimately 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 (7) years after recordation of the Declaration of Condominium, whichever occurs first. The Developer is entitled to elect at least one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium operated by the Association. Commencing after the Developer shall have lost or relinquished the right to appoint at least one (1) member of the Board of Directors of the Association, a majority of the Directors shall be elected at large, solely by the Commercial Unit Owners, by a plurality of the votes cast by the Commercial Unit Owners at the general membership meeting (the "Commercial Unit Appointed Directors") and the remaining Directors shall be elected at large by the Residential Unit Owners at the general membership meeting (the "Residential Unit Appointed Directors"). After Unit Owners other than the Developer elect a majority of the members of the Board of Directors, the Developer shall, within a reasonable time and in a manner to be provided in the Bylaws and the Act, relinquish control of the Association and shall deliver to the Association all property of the Unit Owners and the Association held or controlled by the Developer. Following the time the Developer relinquishes control of the Association, the Developer may

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((H08000152714 3))

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 Directors. Meetings for the election of members of the Board of Directors shall be held annually, in a manner to be provided in the Bylaws.

The names and addresses of the members of the first Board of Directors who, subject to the provisions of the laws of the State of Florida, these Articles and the Bylaws, shall hold office for the first year of the Association's corporate existence, and thereafter until their successors are elected and have qualified, are as follows:

James M. Dixon
2117 2nd Avenue N
Birmingham, Alabama 35203

Kent J. Graeve
2117 2nd Avenue N
Birmingham, Alabama 35203

David Mclean
2117 2nd Avenue N
Birmingham, Alabama 35203

ARTICLE IX

INCORPORATOR

The Incorporator under these Articles and his respective address is set forth below:

James M. Dixon
2117 2nd Avenue N
Birmingham, Alabama 35203

ARTICLE X

BYLAWS

The original Bylaws of the Association shall be adopted by a majority vote of the Board of Directors of the Association at a meeting at which a majority of the Board of Directors is present, and, thereafter, the Bylaws may be altered or rescinded only by affirmative vote of two-thirds (2/3) of the votes entitled to be cast by members of the Association.

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ARTICLE XI

INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event any claim for reimbursement or indemnification hereunder is based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XII

AMENDMENT TO ARTICLES

An amendment or amendments to these Articles may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the 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. Upon any amendment or amendments to these Articles being proposed by the Board of Directors or members, such proposed amendment or amendments shall be adopted by a Resolution of the Board of Directors setting forth the proposed amendment and directing that it be submitted to a vote at an annual or special meeting of the members. Such resolution shall be transmitted to the President of the Association or the acting chief-executive officer 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 the receipt by him of the Resolution containing the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written 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 or presented personally to each member not less than ten (10) days 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, with 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 Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At

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such meeting the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than a majority of the Units in the Condominium in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Articles of Incorporation shall be recorded in the public records of Duval County, Florida, within thirty (30) days from the date on which the same is filed in the office of the Secretary of State. Notwithstanding the foregoing provisions of this Article XII, no amendment to these Articles of Incorporation 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 Article VIII hereof, may be adopted or become effective without the prior written consent of Developer.

ARTICLE XIII

DISSOLUTION OF THE ASSOCIATION

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

IN WITNESS WHEREOF, the Incorporator hereof has hereunto set his hand and seal this 16th day of June, 2008.


James M. Dixon
Incorporator

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

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS
SUBMITTED:

THE GALLERY HOMES AT TAPESTRY PARK CONDOMINIUM ASSOCIATION,
INC., DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF
FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 2117 N. 2nd Avenue N.,
Birmingham, Alabama 35203, HAS NAMED May Management Services, Inc., Attention: Annie
Marks, WHOSE ADDRESS IS 5455 A1A South, St. Augustine, Florida 32080, AS ITS AGENT TO
ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

THE GALLERY HOMES AT TAPESTRY PARK
CONDOMINIUM ASSOCIATION, INC., a Florida
not-for-profit corporation

By: James M. Dixon
James M. Dixon
Its President

DATED: June 16, 2008

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE
STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY
AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE
PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE
PERFORMANCE OF MY DUTIES.

May Management Services, Inc., a Florida corporation

By: Annie Marks
Annie Marks, Its President

Resident Agent

DATED: June 16, 2008

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Exhibit G

[Bylaws]

BYLAWS

OF

**THE GALLERY HOMES AT TAPESTRY PARK CONDOMINIUM ASSOCIATION, INC.
a Florida corporation not-for-profit**

I. IDENTITY

A. These are the bylaws (the "Bylaws") of The Gallery Homes at Tapestry Park Condominium Association, Inc. (the "Association") a Florida corporation not-for-profit. The purpose of the Association is the administration, operation, and management of a condominium known as The Gallery Homes at Tapestry Park Condominium (the "Condominium") as the same may now or hereafter be constituted, which Condominium is established in accordance with the Florida Condominium Act, Chapter 718, *Florida Statutes* (the "Act"). The Association shall undertake the performance of and shall carry out the acts and duties incident to the administration, operation and management of the Condominium in accordance with the terms, provisions and authorizations contained herein, in the Articles of Incorporation of the Association (the "Articles") and in the Declaration of Condominium that will be recorded in the public records of Duval County, Florida. In addition, the Association may own, operate, lease, sell, trade, or otherwise deal with any property, real or personal, as may become part of the Condominium (the "Condominium Property") and as may be necessary or convenient for the administration of the Condominium.

B. The provisions of these Bylaws are applicable to the Condominium and are subject to the provisions of the Articles. A copy of the Articles and a copy of these Bylaws will be annexed as exhibits to the Declaration of Condominium of the Condominium (the "Declaration") that will be recorded in the public records of Duval County, Florida. The terms and provisions of the Articles and Declaration shall control wherever the same may conflict herewith.

C. All Members of the Association, as defined in the Articles, and their invitees, including, without limitation, all present or future owners ("Unit Owners") and tenants of dwelling units in the Condominium (the "Units") and other persons using the Condominium or any of the facilities thereof in any manner, are subject to these Bylaws, the Articles and the Declaration.

D. The office of the Association shall be at 21172nd Avenue N, Birmingham, Alabama 35203, or at such other place as may be established by resolution of the Board of Directors.

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

F. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not-For-Profit" and the year of incorporation.

II. MEMBERSHIP, VOTING, QUORUM, PROXIES

A. The qualification of members of the Association (the "Members"), the manner of their admission to the membership and termination of such membership and voting rights of Members ("Voting Interests") shall be as set forth in Article IV of the Articles, the provisions of which are incorporated herein by reference.

B. A quorum at meetings of Members shall consist of twenty-five percent (25%) of the Voting Interests represented either in person or by proxy.

C. The vote of the owner(s) of a Unit owned by more than one (1) natural person, as tenants in common, joint tenants (except a husband and wife as tenants by the entirety), a partnership, or any other association of natural persons, or by a corporation, a trust, or any other entity, shall be cast or otherwise exercised, at all meetings at which Members of the Association are entitled to vote or otherwise act, by one (1) natural person designated by the owner(s) of such Unit as the "Primary Occupant" thereof. In each instance where title to a Unit is proposed to be conveyed or is otherwise to become vested in more than one natural person (except a husband and wife as tenants by the entirety) a partnership, or any Association of natural persons, or a corporation, a trust, or any other entity, the prospective owner(s) shall, by written instrument acceptable to the Association ("Voting Certificate") designate one natural person as the Primary Occupant. The Voting Certificate shall be filed with the Association and the person so designated shall be and remain the Primary Occupant of the Unit until such designation has been revoked by written instrument executed by the owner(s) of the Unit or by lawful conveyance of the Unit. The Primary Occupant of the Unit shall be the only person entitled to cast or exercise, in person or by proxy, the vote of the owner(s) of such Unit at any meeting of Members or in connection with any action concerning which Members of the Association shall be required or allowed to vote or otherwise act.

D. Evidence of the approval or disapproval of the owner(s) of a Unit upon any matter, whether or not the subject of an Association meeting, shall be given to the Association by the same person who would cast the vote of such owner if in an Association meeting.

E. Except as otherwise required under the provisions of the Articles, these Bylaws, or the Declaration, or where the same otherwise may be required by law, at any meeting of the general membership of the Association, which is duly called and at which time a quorum is present, the affirmative vote of the majority of the Voting Interests present shall be binding upon the Members.

F. Except as otherwise required under the provisions of these Bylaws, at any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by general or limited proxy as provided by law. 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 ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Member executing it.

III. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

A. The annual meeting of the Members shall be held at the office of the Association or such other place in Duval County, Florida, and at such time as may be specified in the notice of the meeting, for the purposes of electing Directors and of transacting any other business authorized to be transacted by the Members.

B. Except as elsewhere provided in these Bylaws to the contrary, special meetings of the entire membership of the Association shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors. A special meeting must be called by the officers upon receipt of a written request from Members of the Association owning a majority of the Voting Interests in the Condominium.

C. Notice of all meetings of Members, if any, shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member, if any (unless waived in writing). Each notice shall be written or printed and shall incorporate an identification of agenda items and shall state the time, place of, and purpose for which the meeting is called. Notice of the Annual Meeting shall be given to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed to each Member. Such notice shall be deemed 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, with postage thereon prepaid. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed in accordance with this provision, to each Unit owner at the address last furnished to the Association. Each notice shall in addition be posted at a conspicuous place in the Condominium at least fourteen (14) continuous days prior to said meeting. Upon notice to all Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property, upon which all notices of Unit Owner meetings shall be posted. If any meeting of the Members cannot be held because a quorum is not present, or because a greater percentage of the Voting Interests required to constitute a quorum for a particular purpose is not present, wherever the latter percentage may be required as set forth in the Articles, the Bylaws, or the Declaration, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

D. At meetings of Members the President shall preside, or in his absence, the Vice President, or in the absence of both, the Members present shall select a chairman of the meeting.

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

E. Any Unit owner may tape record or videotape meetings of the Board of Directors and meetings of Members. Unit Owners have the right to speak at meetings of the Board of Directors and meetings of Members with reference to all designated agenda items.

F. The order of business at annual meetings of Members, and, as far as practical, at other meetings of Members, shall be:

1. Collection of election ballots
2. Calling of the roll and certifying of proxies
3. Proof of notice of meeting or waiver of notice
4. Reading or waiver of reading of minutes of previous meeting of Members
5. Reports of officers
6. Reports of committees
7. Appointment by Chairman of inspectors of election
8. Election of directors
9. Unfinished business
10. New business
11. Adjournment

G. Members representing twenty-five percent (25%) of the Voting Interests, present in person or by proxy, shall be necessary to and shall constitute a quorum at all meetings of Members for the transaction of business, except as otherwise provided by statute, the Articles, or these Bylaws. Except as is otherwise provided in these Bylaws, at any Members meeting, every Member having a right to vote shall be entitled to vote in person, or by limited proxy appointed by an instrument in writing subscribed by such Member.

IV. BOARD OF DIRECTORS

A. The first Board of Directors shall consist of three (3) persons. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer, shall be entitled to elect, in the manner provided in Paragraph B, Article IV of these Bylaws, not less than nor more than one third (1/3) of the members of the Board of Directors of the Association. 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 Directors 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 Directors of the Association: (i) three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (ii) three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchaser; (iii) when all the Units that will be operated ultimately 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 (7) years after recordation of the Declaration of Condominium, whichever occurs first. The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium operated by the Association. After Unit Owners other than the Developer elect a majority of the members of the Board of Directors, the Developer shall, within a reasonable time and in a manner to be provided in the Bylaws and the Act, relinquish control of the Association and shall deliver to the Association all property of the Unit Owners and the Association held or controlled by the Developer. 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 Directors.

B. Directors shall be elected in the following manner:

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

2. For so long as the Developer shall retain the right to appoint at least one (1) member of the Board of Directors, all members of the Board of Directors whom Developer shall not be entitled to designate under these Bylaws shall be elected at large, by a plurality of the votes cast at the annual meeting of the general membership, immediately following designation of the members of the Board whom Developer shall be entitled to designate. Commencing after the Developer shall have lost or relinquished the right to appoint at least one (1) Director, a majority of the Directors shall be elected at large, solely by the Residential Unit Owners, by a plurality of the votes cast by the Residential Unit Owners at the general membership meeting (the "Residential Unit Appointed Directors") and the remaining Directors shall be elected at large by the Commercial Unit Owners at the general membership meeting (the "Commercial Unit Appointed Directors").

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

4. Vacancies on the Board with respect to a Residential Unit Appointed Director may be filled to expire on the date of the next annual meeting by the remaining Residential Unit Directors, and with respect to Commercial Unit Appointed Directors, by the remaining Commercial Unit Appointed Directors, or if no such Directors exist, in either case, by a vote of the general membership at a special meeting of the membership called for such purpose and conducted in the manner called for in Section B(2) above, except that, should any vacancy in the Board be created in a directorship previously filled by any person designated by Developer, such vacancy should be filled by Developer designating by written instrument delivered to any office of the Association, the successor Director, who shall fill the vacated directorship for the unexpired term thereof.

5. If, at the time of the first annual meeting of Members, Unit Owners other than the Developer are entitled to elect some or all of the Directors, the terms of office of one (1) of the Residential Unit Appointed Directors and one (1) of the Commercial Unit Appointed Directors shall

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be two (2) years, and the terms of office of the remaining Director or Directors elected by the next highest plurality of votes shall be one (1) year. If, at the time of the first annual meeting of Members, Developer is entitled to designate some or all of the Directors, Developer shall have the right to designate for two (2) year terms that number of Directors which together with the Directors elected by other Unit Owners, if any, total three (3) Directors. The remaining Director or Directors designated by the Developer, if any, shall have terms of office of one (1) year; the intention being that terms of office of Directors be staggered after the first annual meeting with up to three (3) Directors elected by Unit Owners other than the Developer to serve the initial two (2) year terms. Thereafter, as many Directors shall be elected, or designated by Developer as the case may be, for two (2) year terms, as there are regular terms of office for Directors expiring at such times. Directors shall hold office for the terms to which elected or designated, and thereafter until their successors are duly elected, or designated by the Developer, and qualified, or until removed in the manner elsewhere herein provided or provided by law.

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

7. The election of Directors shall be by written ballot. Proxies shall not be used in electing Directors.

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

9. In the event that Developer selects any person or persons to serve on any Board, 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 the Board. Replacement of any person or persons designated by Developer to serve on any Board 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 designated as successor or successors to the persons so removed from

the Board. 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.

C. The organizational meeting of a newly elected or designated Board shall be held within thirty (30) days of their election or designation, and shall be noticed as required by this Article IV.

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

E. Special meetings of the Board may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days notice of a special meeting shall be given to each Director, personally or by mail, telephone, or telegram, which notice shall state the time, place, and purpose of the meeting. Adequate notice to the Members of all meetings (regular and special) of the Board, or any committee thereof at which a quorum of the members of that committee are present, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance of the meeting, except in an emergency. The notice shall specifically incorporate an identification of agenda items. Upon prior notice to all Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property upon which notices of all Board meetings shall be posted. All meetings of the Board shall be open to all Unit Owners. Notice of any meeting of the Board or any committee thereof where the Association's budget or where regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Written notice of any meeting of the Board or any committee thereof at which non-emergency special assessments, or at which amendment to rules regarding Unit use will be proposed, discussed, or approved, shall be mailed or delivered to the Members and posted conspicuously on the Condominium Property not less than fourteen (14) continuous days prior to the meeting. The Secretary of the Association shall provide an Affidavit, to be included in the official records of the Association, confirming that notice of such meeting was provided in accordance with this provision, to each Unit Owner.

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

G. Any Director may waive notice of a meeting before, at, or after the meeting by signing a waiver of notice and placing it in the minute book, and such waiver shall be deemed equivalent to the giving of notice.

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

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

J. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the laws of the State of Florida, the Articles, these Bylaws, and the Declaration. Such powers and duties shall be exercised in accordance with the Articles, these Bylaws, and the Declaration, and shall include, without limitation, the right, power and authority to:

1. Make, levy, and collect assessments, including without limitation, assessments for reserves and for improvements to Condominium Property, against Members and Members' Units to defray the costs of the Condominium, and use the proceeds of assessments in the exercise of the powers and duties of the Association;

2. Maintain, repair, replace, operate, and manage the Condominium wherever the same is required to be done and accomplished by the Association for the benefit of Members;

3. Repair and reconstruct improvements after casualty;

4. Make and amend regulations governing the use of the property, real and personal, in the Condominium, provided that such regulations or amendments thereto shall not conflict with the restrictions and limitations that may be placed upon the use of such property under the terms of the Articles and Declaration;

5. Acquire, own, hold, operate, lease, encumber, convey, exchange, manage, and otherwise trade and deal with property, real and personal, including Units of and in the Condominium as may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration;

6. Contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties including, but not limited to, the performance of such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules, and maintenance, repair, and replacement of the common elements with funds as shall be made available by the Association for such purposes and any other duties that the Association may delegate to the management agent. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act including, but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association;

7. Enforce by legal means the provisions of the Articles, these Bylaws, the Declaration, and all regulations governing use or property of and in the Condominium hereafter adopted;

8. Pay all taxes and assessments that are liens against any part of the Condominium other than Units and the appurtenances thereto, and assess the same against the Members and their respective Units subject to such liens;

9. Carry insurance for the protection of Members and the Association against casualty and liability;

10. Pay all costs of power, water, sewer, and other utility services rendered to the Condominium and not billed to the owners of the separate Units; and

11. Employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

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

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

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

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

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

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Association fails to comply with the order of the arbitrator, the Division may take action pursuant to Section 718.501, *Florida Statutes*. Any member or members so recalled shall deliver to the Board any and all records of the Association in their possession within five (5) full business days of the effective date of the recall.

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

5. If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors, notwithstanding any provision to the contrary contained in this Paragraph L. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled in accordance with procedural rules to be adopted by the Division, which rules need not be consistent with this Paragraph L. The rules must provide procedures governing the conduct of the recall election as well as the operation of the Association during the period after a recall, but prior to the recall election.

M. Notwithstanding anything contained in these Bylaws to the contrary, any meeting of members of the Board may be held at any place, within or without the State of Florida, designated in the notice of any such meeting, or notice of which is waived.

V. OFFICERS

A. The Board shall elect a President, Secretary, Treasurer and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. The President shall be elected from the membership of the Board, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board may from time to time elect such other officers, and designate their powers and duties, as the Board may deem necessary to properly manage the affairs of the Association. Officers may be removed from office by the Board.

B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of President of a corporation not-for-profit including, but not limited to, the power to appoint committees from among the Members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall have such additional powers as the Board may designate.

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

D. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the giving and serving of all notices to the Members and the Board, and such other notices as may be required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of a corporation not-for-profit and as may be required by the Board and the President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

E. The Treasurer shall have custody of all of the Property of the Association including funds, securities, and evidences of indebtedness. He shall keep the assessment roll and accounts of the Members; he 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.

F. The compensation of all officers and employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association, nor preclude contracting with a Director for the management of the Condominium.

VI. INSURANCE & BONDING OF OFFICERS AND DIRECTORS

The Association shall obtain and maintain adequate insurance or fidelity bonds for all persons who control or disburse funds for the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost of bonding.

VII. OFFICIAL RECORDS

A. From the inception of the Association, the Association shall maintain a copy of each of the following where applicable, which shall constitute the official records of the Association;

1. The plans, permits, warranties, and other items provided by the Developer applicable to the Condominium;

2. A photocopy of the recorded Declaration and all amendments thereto;

3. A photocopy of these Bylaws as recorded and all amendments thereto;

4. A certified copy of the Articles and amendments thereto;

5. A copy of the current Rules and Regulations of the Association;

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

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

8. All current insurance policies of the Association and the Condominium;

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

10. Bills of sale or transfer for all property owned by the Association;

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

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

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

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

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

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

13. All rental records where the Association is acting as agent for the rental of Condominium Units.

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

C. The official records of the Association shall be open to inspection by any Association member, the authorized representative of such member, or any Institutional Lender (as such term is defined in the Declaration) at all reasonable times.

VIII. FISCAL MANAGEMENT

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

A. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and mailing address of the owner(s) of each Unit, the amount of each assessment against the owner(s) of each Unit, the amount paid, and the balance due upon each assessment.

B. The Board shall adopt for, and in advance of, each fiscal year, a budget for the Condominium showing the estimated costs of performing all of the functions of the Association as such Condominium for the year. The budget shall show the total estimated expenses of the Association for that year and shall contain an itemized breakdown of the Common Expenses, which shall include, without limitation, the costs of operating and maintaining the Common Elements and Limited Common Elements, taxes on Association property, wages and salaries of Association employees, management, legal, and accounting fees, office supplies, public utility services not metered or charged separately to Units, premiums for insurance carried by the Association, and

reserve accounts and/or funds that may be established from time to time by the Board as provided in the Declaration. Each budget shall also show the proportionate share of the total estimated expenses to be assessed against and collected from the owner(s) of each Unit and due date(s) and amount of installments thereof. Copies of the proposed budget and proposed assessments shall be transmitted to each Member on or before January 1 of the year for which the budget is made. If any budget is subsequently amended, a copy shall be furnished to each affected Member. Delivery of a copy of any budget or amended budget to a Member shall not affect the liability of any Member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as a limitation upon the additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management or in the event of emergencies.

C. A copy of the proposed annual budget of the Association shall be mailed or hand delivered to each Member at the address last furnished to the Association not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered, together with a notice of the time and place of that meeting. The Secretary of the Association shall provide an Affidavit, to be included in the official records of the Association, confirming that notice of such meeting was provided in accordance with this provision to each Unit owner. Such meeting of the Board shall be open to Members. If a budget is adopted by the Board that requires assessment of the Members in any budget year exceeding one hundred fifteen percent (115%) of such assessments for the preceding budget year, the Board shall conduct a special meeting of the Members to consider a substitute budget if the board receives, within twenty one (21) days after adoption of the budget, a written request for a special meeting from at least ten percent (10%) of the Members. The special meeting shall be held within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall deliver written notice of the special meeting to each Member. Any such budget shall require a vote of not less than a majority of the whole number of all Voting Interests. The Board may in any event first propose a budget to the Members at any such meeting of Members or by writing, and if such budget or proposed budget be approved by a majority of the whole number of all Voting Interests, either at such meeting or by writing, such budget shall be adopted and shall not thereafter be reexamined by the Members in the manner hereinabove set forth. If a meeting of the Unit Owners has been called pursuant to this provision and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board shall go into effect as scheduled.

D. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in the prior budget year, there shall be excluded from the computation reasonable reserves made by the Board for repair and replacement of Condominium Property; anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis; and assessments for improvements to the Condominium Property. Provided, however,

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that so long as Developer is in control of the Board of Directors, the Board shall not impose an assessment for a budget year greater than one hundred fifteen percent (115%) of the prior budget year's assessment without approval of a majority of the whole number of all Voting Interests.

E. Upon adoption of budgets, the Board shall cause written copy thereof to be delivered to all Members. Assessments shall be made against the Units pursuant to procedures established by the Board, and in accordance with terms of the Declaration and Articles. Members shall be liable to pay assessments not less often than quarterly. Provided, however, that the lien or lien rights of the Association shall not be impaired by failure to comply with procedures established pursuant to these Bylaws.

F. To provide funds necessary for proper operation and management of the Condominium, the Association shall have the right to make, levy, and collect assessments against the Members and their respective Units to pay their share of Common Expenses. Assessments by the Association against each Member and his Unit shall be the fractional share of the total assessments to be made against all Members and their Units as set forth in the Declaration.

G. The specific purpose or purposes of any special assessment imposed by the Board shall be set forth in a written notice of such assessment sent or delivered to each Unit Owner in the manner prescribed for giving notice of meetings to the Unit Owners as described in these Bylaws. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Unit Owners. However, upon completion of such specific purpose or purposes, any excess funds shall be considered common surplus.

H. All sums collected by the Association from all assessments against all Units in the Condominium may be commingled in a single fund, or divided into more than one (1) fund, as determined from time to time by the Board of Directors; provided, however, that reserve and operating funds of the Association shall not be commingled but shall be maintained in separate accounts at all times.

IX. PARLIAMENTARY RULES, ARBITRATION, AND WRITTEN INQUIRY

A. Roberts' Rules of Order (latest edition) shall govern the conduct of corporation proceedings when not in conflict with the Articles, these Bylaws, or the laws of the State of Florida.

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

C. When a Unit Owner files a written inquiry by certified mail with the Board of Directors, the Board shall respond in writing to the Unit Owner within thirty (30) days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from Florida Division of Land Sales, Condominiums and Mobile Homes. If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The Association may, through its Board of Directors, adopt reasonable rules and regulations regarding the frequency and manner of responding to Unit Owner inquiries, one of which may be that the Association is only obligated to respond to one written inquiry per Unit in any given thirty (30) day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent thirty (30) day period, or periods, as applicable.

X. AMENDMENTS TO BYLAWS

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

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

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

C. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicator of words added or deleted, but, instead, a notation must be inserted immediately

preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. See bylaw for present text." Nonmaterial errors or omissions in the bylaw process shall not invalidate an otherwise properly promulgated amendment.

D. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of Members owning not less than two-thirds (2/3) of the Voting Interests in the Condominium. Thereupon, such amendment or amendments to these Bylaws shall be transcribed and shall include on the first page thereof a reference to the book and page of the public records where the Declaration is recorded, and shall be certified by the President and Secretary of the Association. A copy thereof shall be recorded in the public records of Duval County, Florida, within fifteen (15) days from the date on which any amendment or amendments have been affirmatively approved by the Members.

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

F. Notwithstanding the foregoing provisions of this Article X, no amendment to these Bylaws that shall abridge, amend or alter the rights of Developer may be adopted to become effective without the prior written consent of Developer. Notwithstanding the provisions contained herein for amendment to the Bylaws, no amendment to these Bylaws shall:

1. Change any "Condominium parcel" (as defined in the Act) unless the record owner thereof and all record owners of liens thereon shall join in the execution and acknowledgment of the amendment;
2. Discriminate against any Unit owner or against any Unit or building or class of buildings comprising part of the Condominium Property, unless the record owners of all affected Units and record owners of all liens thereon shall join in the execution and acknowledgment of the amendment;
3. Change the share of Common Elements appurtenant to any Unit or Units or the share of any Unit owner in the Common Surplus, or increase the share of any Unit owner(s) in the Common Expenses, unless the record owner of all Units and record owners of all liens thereon shall join in the execution and acknowledgment of such amendments; or
4. Adversely affect the lien or priority or materially and adversely affect the rights and remedies of any first mortgagee of any Unit or of mortgagees holding liens on five (5) or more Units by virtue of any previously recorded mortgage on a Unit to an Institutional Lender as

defined in the Declaration, unless the record owner of all liens on the Units affected shall join in the execution and acknowledgment of the amendment.

XI. CERTIFICATE OF COMPLIANCE

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

**RULES AND REGULATIONS
OF
THE GALLERY HOMES AT TAPESTRY PARK
CONDOMINIUM ASSOCIATION, INC.**

Pursuant to the authority vested in the Board of Directors of The Gallery Homes at Tapestry Park Condominium Association, Inc. ("Association"), the following rules and regulations of The Gallery Homes at Tapestry Park, a Condominium ("Condominium") have been adopted by the Board of Directors of the Association ("Board") to govern the use of the Condominium Property ("Condominium Property") as defined in the Declaration of Condominium of The Gallery Homes at Tapestry Park (the "Declaration"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Declaration.

Unit, Common Element, and Limited Common Elements Rules and Regulations.

1. The rules and regulations hereinafter enumerated as to the Condominium Property, the Common Elements, the Limited Common Elements, and the Condominium Units shall be deemed in effect until amended by the Board of the Condominium Association and shall apply to and be binding upon all Unit Owners. The Unit Owners shall, at all times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision.

2. The use of the Units shall be consistent with applicable state, federal and local laws and regulations, and the restrictions set forth in the Declaration, Articles, and Bylaws. Each of the Residential Units shall be occupied only as a residence by an Owner and its Guests, and for no other purpose. Each of the Commercial Units shall only be used for trade or commerce and not for residential use.

3. Common Elements and Limited Common Elements shall not be obstructed, littered, defaced, or misused in any manner, and shall be kept free and clear of all rubbish, debris, and unsightly materials. Destruction or damage caused to a Common Element or to a Limited Common Element shall be the responsibility and at the expense of the responsible Owner.

4. Owners and occupants of Residential Units shall exercise extreme care to minimize noises in the use of musical instruments, radios, television sets, amplifiers, etc., so as not to disturb other persons or parties occupying Residential Units.

5. No towels, garments, rugs, etc., may be hung from the windows, balconies, or other portions of Units. Rugs may be cleaned within the Units and not in any other portion of the Condominium Property.

6. All garbage and trash shall be deposited in the disposal installations provided for such purposes. No flammable, noxious or combustible material may be disposed of in the common disposal area.

7. No Owner or occupant of a Unit shall install wiring for electrical or telephone installations, nor install machines or air conditioning units, etc., that may affect the exterior of a Unit in any shape or manner, except as authorized in writing by the Board.

8. Owners (other than Developer) shall not cause or permit anything to be placed on the outside walls, balconies, patios, or any portions of any of the buildings, or placed on windows that are visible from the outside of the building, and no sign (for rent, for sale, or otherwise), canopy, shutter, radio, or television antenna shall be affixed to, or placed upon, the exterior walls or roof or any part thereof of any Unit without the prior written consent of the Board and Developer. Notwithstanding the foregoing, any Unit Owner may display one portable, removable United States flag in a respectful way.

9. No noxious, offensive, lewd, illegal or indecent activity shall be carried on in any Unit or in the Common Elements or Limited Common Elements, nor shall anything be done therein, either willfully or negligently, that may be or may become an annoyance or nuisance to the other Unit Owners or occupants, or that may be injurious to the reputation of the Condominium or the Condominium Property. Notwithstanding the above provision, any use of a Commercial Unit for the purposes set forth in the Declaration shall not be deemed to be a violation of this rule.

10. Nothing shall be done in any Unit or in, on, or to the Common Elements or the Limited Common Elements that will impair the structural integrity of the buildings or that would structurally change the buildings, except with the prior written approval of the Board.

11. Nothing shall be done or kept in any Unit or in the Common Elements or Limited Common Elements that will increase the rate of insurance on the buildings or contents thereof without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements or Limited Common Elements that will result in the cancellation of insurance on the building or contents thereof, or that would be in violation of any law.

12. Unit Owners and their Guests shall, at all times while on the Condominium Property, act in an orderly manner without creating disturbing noises or being a nuisance to the other Unit Owners. Unit Owners are at all times responsible for the general conduct of their Guest. The cost of repair or replacement for damage to Common Elements, Limited Common Elements, or personal property caused by any Unit Owner or their Guest shall be strictly enforced against the Unit Owner who caused such damage or Unit Owner whose Guest caused such damage.

13. No clotheslines or similar devices shall be allowed on any portion of the Condominium Property by any person, firm, or corporation without the written consent of the Board. No grilling or barbecuing is permitted on the Balconies or porches of Units. Balconies may be used only in the usual manner, except as hereinafter restricted, but in no event as an area for storage. Articles of clothing, linens, towels, etc., may not be hung or draped from rails, window sills, or outdoor furniture. Articles such as, but not limited to, bicycles, seasonal

decorations, etc. shall not be kept, placed or maintained on Unit Balconies. FEEDING BIRDS FROM BALCONIES IS PROHIBITED. No material of any nature (water, sand, dirt, etc.) may be pushed off the edge of any Balcony. These materials must be swept into some type of container and removed. Only a damp mop, sponge, or similar tool may be used to clean a balcony floor of a Unit. No object may ever be thrown or otherwise allowed to fall from any balcony.

14. Parking shall be as provided in the Declaration. All motor vehicles shall be currently licensed and may not exceed clearance of six feet and zero inches (6'0"). No repair or maintenance of vehicles is to be done in parking spaces or within the Common Elements or Limited Common Elements. No boats, boat trailers, all terrain vehicles, school buses, recreational vehicles, or commercial trucks or vehicles shall be parked on the Condominium Property without prior written approval of the Board. This restriction does not apply to commercial trucks or vehicles parked temporarily on the Common Elements or Limited Common Elements by workmen or subcontractors. Parking spaces are not reserved for Owners unless otherwise designated by the Board in accordance with the Declaration, Articles, and Bylaws. Motorists shall at all times drive carefully and in conformity with conditions and circumstances on the ramps and in the parking areas and shall in no event exceed the five (5) miles per hour speed limit. Any vehicle illegally or improperly parked may be towed in accordance with state and local rules and regulations.

(a) To insure parking of only authorized vehicles, decals or other identification may be issued to each Owner for his/her vehicle(s), or for the vehicle(s) of his or her guests or business invitees. If issued, such decals (or hanging passes) or other identification MUST be prominently displayed in order to avoid towing and/or fines.

(b) The use of parking areas are on a first come, first serve basis, unless otherwise designated. Handicap spaces are specifically marked and are reserved for vehicles identified as transporting handicapped individuals.

(c) All parking is restricted to paved parking areas. All vehicles MUST be parked between the painted lines.

(d) Vehicles that, by virtue of their size, cannot be accommodated entirely within the painted parking lines for a single spot are prohibited.

(e) Long term parking or storage of vehicles is prohibited, except in any parking spaces specifically designated.

(f) Junk vehicles or inoperable vehicles may not be driven, towed, parked, or stored anywhere on the Condominium Property.

15. ONLY Owners and their tenants are allowed pets. Guests (excluding any tenants) are specifically prohibited from bringing pets onto the Condominium Property. The following restrictions apply to all pets on the Condominium Property:

- (a) No more than two (2) pets per Unit shall be permitted.
- (b) Pets MUST be kept on a leash at all times, and Owners are responsible to remove pet waste from grounds and otherwise clean up after their pets, both outside and within the Condominium common areas.
- (c) Pets shall not be left unattended on any portions of Common Elements or Limited Common Elements of the Condominium Property.
- (d) Dangerous breeds, such as Rottweilers, Pit Bulls and Doberman Pinschers, shall not be allowed on the Property. The Board may, from time to time, determine in its sole discretion, that certain other breeds or individual animals are dangerous. No breeds or animals determined by the Board to be dangerous shall be allowed on the Property.

Failure to comply with these restrictions may result in removal of the pet(s) from the community.

16. Assessments that are unpaid for over ten (10) days after the due date shall include, in addition to interest (as provided for in the Declaration), the greater of five percent (5%) of each installment or Twenty-Five and No/100 Dollars (\$25.00) as a late charge.

17. All Residential Unit Owners are required to utilize such underlayments as the Board shall designate in any areas of a Unit where ceramic tile, marble, wood flooring, parquet or any other hard surfaces are to be used.

18. Proper attire must be worn in the Common Elements and Limited Common Elements at all times by Unit Owners and their Guests.

19. The temperature and humidity of each Residential Unit shall be maintained by the Residential Owner of such Unit at a level such as to reduce mold, mildew, and damage resulting from humidity to the Unit and to avoid any complications from freezing.

20. The Residential Unit Owner may only install white- or neutral-lined draperies or white or neutral colored blinds in the Unit. The Residential Unit Owner shall be prohibited from obscuring glass in the Unit.

21. No sign, nameplate, signal, advertisement, or illumination shall be inscribed or exposed on or at any window, door, balcony, or terrace of any Residential Unit without the express prior written consent of the Board, except by Developer.

22. The use, storage, or discharging of fireworks on Association Property is prohibited.

23. Bicycles are permitted on the premises. Bicycle owners will be solely liable for their conduct, and for any personal injuries or property damages sustained as a result of their operation. Bicycles cannot be left unattended in the corridors and walkways or chained to outdoor railing. Bicycles, scooters, strollers, or other velocipedes or similar vehicles may not be

stored on any balcony or in any Common Area, except in an area, if any, as has been designated by the Board.

24. Any Unit Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations.

25. Solicitation, whether verbal or by the distribution of forms or other papers or documents, is not permitted on the Condominium Property.

26. Except for the restrictions listed herein, there are no other restrictions with respect to pets and children.

A. Enforcement and Fines.

The Board of Directors may, pursuant to *Florida Statutes*, Section 718.303(3) impose fines in such reasonable sums as they deem appropriate, not to exceed One Hundred and No/100 Dollars (\$100.00) per violation, One Thousand and No/100 Dollars (\$1,000.00) in the aggregate, against Unit Owners for violations of the Declaration of Condominium, the Bylaws, or these Rules and Regulations, by Owners or their guests or lessees. Each day of continuing violation shall be a separate violation. No fine shall be levied until the Owner(s) has been given an opportunity for a hearing. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. The procedure of the hearing shall be, at a minimum, as follows:

The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

- (a) A statement of the date, time, and place of the hearing;
- (b) A statement of the provisions of the Declaration, Association Bylaws, or Association rules that have allegedly been violated; and,
- (c) A short and plain statement of the matters asserted by the Association.

B. Opportunity to Respond.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

C. Compliance with Documents. All Unit Owners and every Guest of a Unit Owner (including any tenants) shall comply with all of the terms, conditions, covenants, restrictions, and limitations contained in the Declaration of Condominium, the Articles of Incorporation, and the Bylaws.

D. Rule Changes. The Board reserves the right to change or revoke existing rules and regulations and to make such additional rules and regulations from time to time as, in its opinion, shall be necessary or desirable for the safety and protection of the buildings and their occupants, to promote cleanliness and good order of the Condominium Property, and to assure the comfort and convenience of Unit Owners; provided, the same shall be subject to the restrictions on such changes, amendments, or modifications set forth in the Declaration, the Articles, and the Bylaws.

E. Location for Posting Notices. All notices of Unit Owner meetings and meetings of the Board shall be posted in an area of the Condominium Property designated by the Board from time to time as the location for posting of such notices.