

## I N D E X

TO

DECLARATION OF CONDOMINIUM

OF

FAIRWAY HILLS, A CONDOMINIUM

(original recorded in Official Record Book 326, Page 466,  
Public Records of Columbia County, Florida)

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## EXHIBITS

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| I   | Joinder of Mortgagee.  |
| II  | Joinder of Mortgagee   |
| A   | Survey   |
| A-1 | Plot Plan  |
| A-2 | Unit Description   |
| A-3 | Architects Certificate                                       |
| B   | Floor Plans and Floor Elevations (7 sheets)                  |
| C   | Unit Locations   |
| D   | Articles of Incorporation of Fairway Hills Association, Inc. |
| E   | By-Laws of Fairway Hills Association, Inc.                   |

2025 SEP 18 10 18 AM  
OFFICIAL RECORDS

2. DEFINITIONS: The terms used in this Declaration and its exhibits shall have the meanings stated in the Condominium Act (Section 711.03, Florida Statutes) and as follows unless the context otherwise requires:

2.1 Residence means unit as defined by the Condominium Act.

2.2 Residence owner means unit owner as defined by the Condominium Act.

2.3 Association means the Florida corporation not for profit designated as FAIRWAY HILLS ASSOCIATION, INC., and its successors.

2.4 Common Elements shall include the tangible personal property required for the maintenance and operation of the condominium, even though owned by the Association, as well as the items stated in the Condominium Act.

2.5 Common expenses include:

(a) Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements and of portions of residences to be maintained by the Association.

(b) Expenses declared common expenses by provisions of this Declaration or by the By-Laws.

(c) Any valid charge against the condominium property as a whole.

2.6 Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

2.7 Singular, plural, gender. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

2.8 Utility services as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and By-Laws, shall include, but not be limited to, electric power, water, sewerage disposal and cable television service.

3. DEVELOPMENT PLAN: The condominium is described and established as follows:

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3.1 SURVEY: A survey of the land described in paragraph 1.2 hereof is attached hereto as Exhibit "A", together with a graphic description of the improvements in which the residences are located and a plot plan thereof are attached as Exhibits "A-1", "A-2" and "B", and made a part hereof, which exhibits, together with this Declaration are in sufficient detail to identify the common elements and each residence and their relative locations and approximate dimensions. A certificate of W. K. Hunter, Jr., AIA, an architect authorized to practice in the State of Florida, stating that the exhibits referred to in this paragraph, together with the wording of this Declaration, are a correct representation of the improvements described and that there can be determined therefrom the identification, location, dimensions and size of the common elements in each residence, is attached to this Declaration as Exhibit "A-3". All matters shown in Exhibits "A", "A-1" and "A-2" are common elements, except the residences.

3.2 PLANS: The improvements upon the land are constructed substantially in accordance with the plans and specifications for such prepared by ADAMS & HUNTER, ASSOCIATES/ARCHITECTS, AIA, and designated as their job no. 7213, a portion of which plans are attached as Exhibit "B", to-wit:

Sheet #1 of 7 (two-bedroom patio residence) - Model A (Fairknoll)

Sheet #2 of 7 (three-bedroom patio residence) - Model B (Springhill)

Sheet #3 of 7 (three-bedroom, two and one-half bath villa residence) - Model C (Lakeridge)

Sheet #4 of 7 (three-bedroom, three bath, villa residence) - Model D (Woodcrest)

Sheet #5 of 7 - commons building

Sheets #6 and #7 of 7 - floor elevations

3.3 AMENDMENT OF PLANS:

(a) Alteration of residence plans. Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, as long as Developer owns the unit so altered. No such change shall increase the number of residences nor alter the boundaries of the common elements without amendment of this Declaration, ap-

proval of the Association, residence owners and owners of mortgages in the manner elsewhere provided. If Developer shall make any changes in units so authorized, such changes shall be reflected by an amendment of this Declaration. If more than one unit is concerned, the Developer shall apportion between the units the shares in the common elements appurtenant to the units concerned.

(b) Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of residence plans by Developer need be signed and acknowledged only by the Developer and need not be approved by the Association, residence owners or lienors or mortgagees of residences or of the condominium, whether or not elsewhere required for a residence.

3.4 Easements are reserved through the condominium property as may be required for utility services in order to serve the condominium adequately; provided, however, such easement through a residence shall be only according to the plans and specifications for the residence building, or as the building is constructed, unless approved in writing by the residence owner.

### 3.5 IMPROVEMENTS - GENERAL DESCRIPTION:

(a) Residences. The condominium includes seventy-nine (79) two (2) and three (3) bedroom patio or villa residences consisting of fifteen (15) buildings containing from two (2) to eight (8) units in each building. Certain patio or villa residences may include a covered carport and all include one (1) or more private patios.

(b) Other improvements. The condominium includes landscaping, certain common patio areas, entrance ways, drives, parking areas, a commons building, swimming pool, tennis court and other facilities located substantially as shown upon the plans and which are part of the common elements.

3.6 RESIDENCE BOUNDARIES: Each residence shall include that part of

the building containing the residence that lies within the boundaries of the residence, which boundaries are as follows:

(a) Upper and lower boundaries. The upper and lower boundaries of the residence shall be the following boundaries extended to an intersection with perimetrical boundaries:

- (1) Upper boundary - the horizontal plane of the lower surfaces of the unfinished drop ceiling or concrete ceiling slab, as the case may be, of the uppermost story of the residence;
- (2) Lower boundary - the horizontal plane of the upper surfaces of the bottom-most floor slab.

(b) Perimetrical boundaries. The perimetrical boundaries of the residence shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the residence building bounding a residence and fixtures thereon, and when there is attached to the building a balcony, loggia, terrace, canopy, stairway or other portion of the building serving only the residence being bounded, such boundary shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. At ground floor level, such boundaries shall include the terraces and patios serving such residence.

(2) Interior building walls - The vertical planes of the center line of walls bounding a residence extended to intersections with other perimetrical boundaries with the following exceptions:

- i. When walls between residences are of varying thickness, or abutt a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.

- ii. When walls of different thickness abutt with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half (1/2) the thickness of the thinner wall, and the boundaries shall thence run at a right angle to the plane of the center line of the thicker wall.

3.7 COMMON ELEMENTS: The common elements include the land and all other parts of the condominium not within the residences and include, but are not limited to, the following items as to which the Association shall have the powers indicated:

(a) Outside parking areas. In addition to certain covered carports which may be a part of certain residences, there are two hundred (200) outside parking areas which will be made available to residence owners. The Association may assign the outside spaces, from time to time, in a manner within its discretion.

(b) Guest suites. There are two (2) guest suites located adjoining the commons building, which will be available for rental to residence owners for the accommodation of their guests pursuant to the regulations of the Association.

(c) Commons building. A commons building, which consists of an office, lounge, recreational room, exercise room, sauna baths and restroom facilities and related appurtenances are located as shown in the specifications.

(d) Recreational facilities. Including swimming pool, handball courts and tennis court.

(e) Use; charges. The foregoing and all other common elements shall be available for use by all residence owners without discrimination. Such use will be without charge except when specifically authorized by this Declaration, except that the Association when authorized by its regulations may charge for the exclusive use of facilities from time to time if

such exclusive use is made available to all residence owners.

4. THE RESIDENCES: The residences of the condominium are described more particularly and the rights and obligations of their owners are established as follows:

4.1 RESIDENCE NUMBERS: There are seventy-nine (79) residences, identified by numbers one (1) through seventy-nine (79) as more particularly described in Exhibit "B" and located by reference to Exhibit "C".

4.2 APPURTENANCES TO RESIDENCES: The owner of each residence shall own a share and certain interest in the condominium property, which share and interests are appurtenant to his residence, including, but not limited to, the following items that are appurtenant to the several residences as indicated:

(a) Common elements. Each residence shall have appurtenant to it an undivided share in the land and other common elements in accordance with the following schedule:

(1) As to each two (2) bedroom, two (2) bath, patio residence herein identified as Model A - (Fairknoll) - 1.0378450% of the common elements.

(2) As to each three (3) bedroom, two (2) bath patio residence herein identified as Model B - (Springhill) - 1.2537360% of the common elements.

(3) As to each three (3) bedroom, two and one-half (2 1/2) bath, villa residence herein identified as Model C - (Lakeridge) - 1.4869055% of the common elements.

(4) As to each three (3) bedroom, three (3) bath, villa residence herein identified as Model D - (Woodcrest) - 1.4186058% of the common elements.

4.3 LIABILITY FOR COMMON EXPENSES: Each residence owner shall be liable for a percentage share of the common expenses, which shares shall be the same as the schedule of shares of common elements as set forth in paragraph 4.2 hereof.

5. MAINTENANCE, ALTERATION AND IMPROVEMENT: Responsibility for the maintenance of the condominium property, and restrictions upon its alteration

and improvement, shall be as follows:

5.1 RESIDENCES:

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

(1) All portions of a residence, except interior surfaces, contributing to the support of the residence building, which portions shall include, but not be limited to, the outside walls of the residence building, and all fixtures on its exterior, boundary walls of residences, floor and ceiling slabs, load bearing columns and load bearing walls;

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a residence maintained by the Association; and all such facilities contained within a residence that serve part or parts of the condominium other than the residence within which contained; and

(3) All incidental damage caused to a residence by such work shall be repaired promptly at the expense of the Association.

(b) By the residence owner. The responsibility of the residence owner shall be as follows:

(1) To maintain, repair and replace at his own expense all portions of his residence except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other residence owners.

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the residence building.

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

(c) Alteration and improvement. Except as otherwise reserved by Developer, neither a residence owner nor the Association shall make any alteration in the portions of a residence or residence building that are to be maintained by the Association, or remove any portion of such, or make

any additions to them, or do anything that would jeopardize the safety or soundness of the residence building, or impair any easement, without first obtaining approval in writing of owners in all residences in which such work is to be done and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

5.2 COMMON ELEMENTS:

(a) By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.

(b) Alteration and improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than seventy-five (75%) per cent of the common elements except as provided by the By-Laws. Any such alteration or improvement shall not interfere with the rights of any residence owners without their consent. The cost of such work shall not be assessed against a bank, life insurance company, or savings and loan association that acquires its title as the result of owning a mortgage upon the residence owned, unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other residence owners in the shares that their shares in the common elements bear to each other. There shall be no change in the share and rights of a residence owner in the common elements altered or further improved, whether or not the residence owner contributes to the cost of such alteration or improvements.

6. ASSESSMENTS: The making and collection of assessments against

residence owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

6.1 SHARE OF COMMON ELEMENTS: Each residence owner shall be liable for a proportionate share of common expenses, and shall share equally in the common surplus, in accordance with the schedule set forth in paragraph 4.2 hereof.

6.2 INTEREST; APPLICATION OF PAYMENTS: Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of ten (10%) per cent per annum from the date when due until paid. All payment upon accounts shall be first applied to interest, then to the assessment paid first due.

6.3 LIEN FOR ASSESSMENTS: The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

6.4 RENTAL PENDING FORECLOSURE: In any foreclosure of a lien for assessments, the owner of the residence subject to the lien shall be required to pay a reasonable rental for the residence, and the Association shall be entitled to the appointment of a receiver to collect the same.

7. ASSOCIATION: The operation of the condominium shall be by FAIRWAY HILLS ASSOCIATION, INC., a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1 ARTICLES OF INCORPORATION: A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "D".

7.2 BY-LAWS: The By-Laws of the Association shall be the By-Laws of the condominium, a copy of which is attached hereto as Exhibit "E".

7.3 LIMITATION UPON LIABILITY OF ASSOCIATION: Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to residence owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the prop-

erty to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

7.4 RESTRAINT UPON ASSIGNMENT OF SHARES AND ASSETS: The share of member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his residence.

7.5 APPROVAL OR DISAPPROVAL OF MATTERS: Whenever the decision of a residence owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

8. INSURANCE: The insurance other than title insurance that shall be carried upon the condominium property and the property of the residence owner shall be governed by the following provisions:

8.1 AUTHORITY TO PURCHASE; NAMED INSURED: All insurance policies upon the condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the residence owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of residence owners. Such policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee designated below and all policies and their endorsements shall be deposited with the Insurance Trustee. Residence owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

8.2 COVERAGE:

(a) Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Directors of the Association. Such coverage shall

afford protection against:

- (1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and
- (2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use of the buildings on the land, including, but not limited to, vandalism and malicious mischief.

(b) Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired automobiles and non-owned automobile coverages, and with cross-liability endorsement to cover liabilities of the residence owners as a group to a residence owner.

(c) Workmen's Compensation policy to meet the requirements of law.

(d) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

8.3 PREMIUMS: Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

8.4 INSURANCE TRUSTEE; SHARE OF PROCEEDS: All insurance policies purchased by the Association shall be for the benefit of the Association and the residence owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Board of Directors of the Association, as Trustee, or to any bank in the State of Florida having trust powers which may hereafter be designated as trustee by the Board of Directors of the Association, and the Board of Directors or such successor trustee is referred to herein as the Insurance Trustee. The Insurance Trustee shall not be liable for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the residence owners and their mortgagees in the following shares, but which share need not be set forth on the records of the Insurance Trustee:

(a) Common elements. Proceeds on account of damage to common elements - an undivided share for each residence owner, such share being the same as the undivided share in the common elements appurtenant to his residence.

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

(1) When the building is to be restored - for the owners of damaged residences in proportion to the cost of repairing the damage suffered by each residence owner, which cost shall be determined by the Association.

(2) When the building is not to be restored - an undivided share for each residence owner, such share being the same as the undivided share in the common elements appurtenant to his residence.

(c) Mortgages. In the event a mortgagee endorsement has been issued as to a residence, the share of the residence owner shall be held in trust for the mortgagee and the residence owner as their interest may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damage to 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 distributions of such proceeds made to the residence owner and mortgagee pursuant to the provisions of this Declaration.

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

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

(b) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds

remaining after defraying such costs shall be distributed to the beneficial owners, remittances to residence owners and the mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a residence and may be enforced by such mortgagee.

(c) Failure to reconstruct or repair. If it is determined in the manner provided elsewhere that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to residence owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a residence and may be enforced by such mortgagee.

(d) Certificate. In making distribution to residence owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to the names of the residence owners and their respective shares of the distribution.

8.6 ASSOCIATION AS AGENT: The Association is irrevocably appointed agent for each residence owner and for each owner of a mortgage lien upon a residence and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

#### 9. RECONSTRUCTION OR REPAIR AFTER CASUALTY:

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

(a) Common element. If the damaged improvement is a common element the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(b) Residence buildings.

(1) Lesser damage. If the damaged improvements are the residence buildings, and if residences to which fifty (50%) per cent of the common

elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

(2) Major damage. If the damaged improvements are the residence buildings and if residences to which more than fifty (50%) per cent of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless sixty (60) days after the casualty the owners of seventy-five (75%) per cent of the common elements agree in writing to such reconstruction or repair.

(c) The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not 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 building, portions of which are attached as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the residence building, by the owners of not less than seventy-five (75%) per cent of the common elements, including the owners of all damaged residences, which approval shall not be unreasonably withheld.

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

9.4 ESTIMATES OF COSTS: Immediately after determination is made to rebuild or repair damage to property for which the Association has the responsibility



of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.5 ASSESSMENTS: If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the residence owners who own the damaged residences, and against all residence owners, in the case of damage to common elements, in sufficient amounts to provide funds for damage to residences shall be in proportion to the cost of reconstruction and repair of their respective residences. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

9.6 CONSTRUCTION FUNDS: The funds for payments of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected from assessments against residence owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

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

(1) Association - lesser damage. If the amount of the estimated costs

of reconstruction and repair that is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee that is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association - major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors, of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) Residence owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a residence owner shall be paid by the Insurance Trustee to the residence owner, or if there is a mortgagee endorsement as to the residence, then to the residence owner and the mortgagee jointly, who may use such proceeds as they be advised.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums

paid by the residence owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee for the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is required in this instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further provided, that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

10. USE RESTRICTIONS: The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the residence buildings in useful condition exist upon the land.

10.1 RESIDENCES: Each of the residences shall be occupied only by a family, its servants and guests, as a residence and for no other purpose. Except as reserved to Developer, no residence may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in the residences to be effected.

10.2 COMMON ELEMENTS: The common elements shall be used only for purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the residences.

10.3 NUISANCES: No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which

interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No residence owner shall permit any use of his residence or make any use of the common elements that will increase the cost of insurance upon the condominium property.

10.4 LAWFUL USE: No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.5 LEASING: After approval by the Association elsewhere required, entire residences may be rented provided the occupancy is only by the lessee and his family, its servants and guests.

10.6 REGULATIONS: Reasonable regulations concerning the use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all residence owners and residents of the condominium upon request.

10.7 PROVISO: Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the residences, neither the residence owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the residences. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the property and the display of signs.

11. MAINTENANCE OF COMMUNITY INTERESTS: In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the residences, the transfer of residences by any owner other than the

Developer shall be subject to the following provisions as long as the condominium exists and the residence buildings in useful condition exist upon the land, which provisions each residence owner covenants to observe:

11.1 TRANSFERS SUBJECT TO APPROVAL:

(a) Sale. No residence owner may dispose of a residence or any interest in a residence by sale without approval of the Association except to a residence owner.

(b) Lease. No residence owner may dispose of a residence or any interest in a residence by lease for a term of one (1) year or longer without approval of the Association, except to lease to another residence owner.

(c) Gift. If any residence owner shall acquire his title by gift, the continuance of his ownership of his residence shall be subject to the approval of the Association.

(d) Devise or inheritance. If any residence owner shall acquire his title by devise or inheritance, the continuance of his ownership of his residence shall be subject to the approval of the Association.

(e) Other transfers. If any residence owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his residence shall be subject to the approval of the Association.

11.2 APPROVAL BY ASSOCIATION: The approval of the Association that is required for the transfer of ownership of residences shall be obtained in the following manner:

(a) Notice to Association.

(1) Sale. A residence owner intending to make a bona fide sale of his residence or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the residence owner's op-

tion may include a demand by the residence owner that the Association furnish a purchaser of the residence if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Lease. A residence owner intending to make a lease of his residence or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

(3) Gift, devise or inheritance; other transfers. A residence owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of such acquiring of his title, together with such information concerning the residence owner as the Association may reasonably require and a certified copy of the instrument evidencing the owner's title.

(4) Failure to give notice. If the above-required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a residence, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(b) Certificate of approval.

(1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association must either approve and disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association, which shall be recorded in the public records of Columbia County, Florida, at the expense of the purchaser.

(2) Lease. If the proposed transaction is a lease, then within ten (10) days after receipt of such notice and information the Association must either approve and disapprove the proposed transaction. If approved, the approval shall be stated in a certificated executed by the president and secretary of the Association in recordable form, which, at the election of the Association, shall be delivered to the lessee or shall be recorded in the public records of Columbia County, Florida, at the expense of the lessee.

(3) Gift; devise or inheritance; other transfers. If the residence owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the residence owner's ownership of his residence. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association, which shall be recorded in the public records of Columbia County, Florida, at the expense of the residence owner.

(c) Approval of corporate owner or purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy a residence for such use, if the residence owner or purchaser of a residence is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the residence be approved by the Association.

11.3 DISAPPROVAL BY ASSOCIATION: If the Association shall disapprove a transfer of ownership of a residence, the matter shall be disposed in the following manner:

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the residence owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by registered mail to the residence owner an agreement to purchase the

residence concerned by a purchaser approved by the Association who will purchase and to whom the residence owner must sell the residence upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association who shall base their determination upon an average of their appraisals of the residence; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expenses of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

(4) A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the public records of Columbia County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon the demand of the residence owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Columbia County, Florida, at the expense of the purchaser.

(b) Lease. If the proposed transaction is a lease, the residence owner shall be advised of the disapproval in writing and the lease shall not be made.

(c) Gifts, devise or inheritance; other transfers. If the residence owner giving notice has acquired his title by gift, devise or inheritance, or in any

other manner, then within thirty (30) days after receipt from the residence owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the residence owner an agreement to purchase the residence concerned by a purchaser approved by the Association who will purchase and to whom the residence owner must sell the residence upon the following terms:

(1) The sales price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association who shall base their determination upon an average of their appraisals of the residence; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

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

(4) A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the public records of Columbia County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser as required by this instrument, or if the purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Columbia County, Florida, at the expense of the residence owner.

11.4 MORTGAGE: No residence owner may mortgage his residence nor any

interest in it without the approval of the Association except to a bank, life insurance company or a savings and loan association, or to a vendor to secure a portion of all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

11.5. EXCEPTIONS: The foregoing provisions in this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the residence concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a residence at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

11.6 UNAUTHORIZED TRANSACTIONS: Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

12. COMPLIANCE AND DEFAULT: Each residence owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-Laws and the regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a residence owner to comply with such documents and regulations shall entitle the Association or other residence owners to the following relief in addition to the remedies provided by the Condominium Act:

12.1 NEGLIGENCE: A residence owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A residence owner shall pay the Association the amount

of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a residence or its appurtenances, or of the common elements, by the residence owner.

12.2 COSTS AND ATTORNEYS' FEES: In any proceeding arising because of an alleged failure of a residence owner of the Association to comply with the terms of the Declaration, Articles of Incorporation, the By-Laws or the regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

12.3 NO WAIVER OF RIGHTS: The failure of the Association or any residence owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the By-Laws or the regulations shall not constitute a waiver of the right to do so thereafter.

13. AMENDMENTS: Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

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

13.2 A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided such approvals must be either by:

(a) Not less than seventy-five (75%) per cent of the entire membership of the Board of Directors and by not less than seventy-five (75%) per cent of the votes of the entire membership of the Association; or

(b) Not less than eighty (80%) per cent of the votes of the entire membership of the Association; or

(c) Until the first election of directors, only by all of the directors, pro-

vided the amendment does not increase the number of residences nor alter the boundaries of the common elements.

13.3 PROVISO: Provided, however, that no amendment shall discriminate against any residence owner nor against any residence or class or group of residences, unless the residence owners so affected shall consent, and no amendment shall change any residence or the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the residence concerned and all record owners of mortgages on such residences shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or repair after casualty", unless the record owners of the mortgages upon the condominium shall join in the execution of the amendment.

13.4 EXECUTION AND RECORDING: A copy of each amendment shall be attached 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 Columbia County, Florida.

14. TERMINATION: The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

14.1 DESTRUCTION: If it is determined in the manner elsewhere provided that the residence buildings shall not be reconstructed because of major damage, the condominium plan of ownership will be terminated without agreement.

14.2 AGREEMENT: The condominium may be terminated at any time by the approval in writing of all record owners of residences and all record owners of mortgages on residences. If the proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting giving notice of the proposed termination, and if the approval of the owners of not less than seventy-five (75%) per cent of the common elements, and of the record owners of all mortgages upon the residences, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all

of the residences of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

(a) Exercise of option. The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the residences who will participate in the purchase. Such agreement shall indicate which residences will be purchased by each participating owner and shall require the purchase of all residences owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) Price. The sale price for each residence shall be the fair market value determined by agreement between the seller and purchase within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the residence; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(c) Payment. The purchase price shall be paid in cash.

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

14.3 CERTIFICATE: The termination of the condominium in either of the following manners shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Columbia County, Florida.

14.4 SHARES OF OWNERS AFTER TERMINATION: After termination of the condominium, the residence owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owners' residences prior to the termination.

14.5 AMENDMENT: This section concerning termination cannot be amended without consent of all residence owners and of all record owners of mortgages upon the residences.

15. SEVERABILITY: The invalidity in whole in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-Laws and Regulations of the Association shall not affect the validity of the remaining portions.

16. MISCELLANEOUS: Any provisions of this Declaration to the contrary notwithstanding, if the mortgagee of a first mortgage of record, or other purchaser of a residence obtains title to a residence as a result of foreclosure of said mortgage, or where a first mortgagee of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such residence, or chargeable to the former owner of such residence, which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses, collectible from all of the residence owners, including such acquirer, its successors and assigns.

JOINDER OF MORTGAGEE

IN WITNESS WHEREOF, the Developer has caused these presents to be executed in its name and its corporate seal to be affixed hereto as of the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

PAR DEVELOPMENT CORPORATION

*[Signature]*

BY: *[Signature]*  
S. AUSTIN PEELE, President

*[Signature]*  
Witnesses

ATTEST: *[Signature]*  
M. B. RAVNDAL, Secretary

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF COLUMBIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared S. AUSTIN PEELE and M. B. RAVNDAL, well known to me to be the President and Secretary respectively of PAR DEVELOPMENT CORPORATION, a Florida corporation, the corporation named in the foregoing Declaration of Condominium, and they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of July, 1974.



*[Signature]*  
Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Sept. 11, 1974  
Granted by American Fire & Casualty Co.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LAKE CITY, FLORIDA,

an association organized under the laws of the United States of America, having its principal place of business at Lake City, Florida, hereinafter called "MORTGAGEE", the owner and holder of a mortgage upon the following lands in Columbia County, Florida:

COMMENCE at the Southwest Corner of SE 1/4 of NE 1/4, Section 27, Township 3 South, Range 16 East, Columbia County, Florida, and run South 89 degrees 48 minutes 30 seconds East along the South line of said SE 1/4 of NE 1/4 a distance of 251.73 feet to the POINT OF BEGINNING; thence North 5 degrees 00 minutes 58 seconds West 56.89 feet; thence North 12 degrees 40 seconds 48 minutes East 328.00 feet; thence North 75 degrees 00 minutes 17 seconds East 173.92 feet; thence South 81 degrees 38 minutes 02 seconds East 171.83 feet; thence South 49 degrees 28 minutes 42 seconds East 153.91 feet; thence South 35 degrees 58 minutes 50 seconds East 484.88 feet; thence South 0 degrees 38 minutes 03 seconds East 284.02 feet; thence North 73 degrees 30 minutes 17 seconds West 401.52 feet; thence North 88 degrees 30 minutes 42 seconds West 231.08 feet; thence North 10 degrees 02 minutes 13 seconds West 114.57 feet; thence South 66 degrees 36 minutes 23 seconds West 140.00 feet; thence North 23 degrees 23 minutes 37 seconds West 80.00 feet; thence North 5 degrees 00 minutes 58 seconds West 111.44 feet to the POINT OF BEGINNING; said lands lying in SE 1/4 of NE 1/4 and in the NE 1/4 of SE 1/4, Section 27, containing 9.89 acres, more or less.

TOGETHER WITH a perpetual easement for ingress and egress over, across and upon the following described real property:

A strip or parcel of land 80 feet in width lying 30 feet right and left of a centerline described as follows:

COMMENCE at the Northeast corner of the NW 1/4 of the SE 1/4 of Section 27, Township 3 South, Range 16 East, Columbia County, Florida and run North 89 degrees 48 minutes 30 seconds West along the North line of said NW 1/4 of SE 1/4 a distance of 408.56 feet to the Easterly limited access right of way line of Interstate #75 (U. S. Highway #93); thence South 23 degrees 23 minutes 37 seconds East along said Easterly limited access right of way line, Interstate #75 a distance of 399.88 feet; thence North 86 degrees 38 minutes 23 seconds East 30 feet to the POINT OF BEGINNING; thence continue North 86 degrees 38 minutes 23 seconds East 540.00 feet to the terminal point of said centerline, said point being South 62 degrees 58 minutes 54 seconds East 308.89 feet from the Northwest corner of the NE 1/4 of the SE 1/4, Section 27, Township 3 South, Range 16 East.

Containing 0.74 acres, more or less and having a total centerline length of 540.00 feet.

EXHIBIT I

(Sheet 1 of 3 Sheets)



A strip or parcel of land 80 feet in width lying 30 feet right and left of a centerline described as follows:

COMMENCE at the Southeast corner of the NE 1/4 of the SE 1/4 of Section 27, Township 3 South, Range 18 East, Columbia County, Florida and run North 89 degrees 43 minutes 44 seconds West along the South line of said NE 1/4 of SE 1/4 a distance of 293.00 feet; thence North 0 degrees 18 minutes 18 seconds East 200 feet to the POINT OF BEGINNING; thence North 89 degrees 43 minutes 44 seconds West 782.86 feet to the point of curve of a curve concave to the right and having a radius of 355.00 feet and a total central angle of 88 degrees 20 minutes 07 seconds; thence Northwesterly along the arc of said curve 411.01 feet to the point of tangency; thence North 23 degrees 23 minutes 37 seconds West, said line being 30 feet Easterly of, measured at right angles of the limited access right of way line of Interstate Highway #75 (U. S. Highway #93) a distance of 805.00 feet and the terminal point of said centerline; said point being South 32 degrees 07 seconds 51 minutes West 417.81 feet from the Northeast corner of the NW 1/4 of the SE 1/4, Section 27, Township 3 South, Range 18 East.

Containing 2.48 acres, more or less and having a total centerline length of 1798.87 feet.

which mortgage is dated July 24, 1973, and is recorded in Official Record Book 307, Pages 413-417, public records of Columbia County, Florida, joins in the making of the foregoing Declaration of Condominium, and Mortgagee agrees that the lien of its mortgage shall be upon the following described property in Columbia County, Florida:

All of the residences of Fairway Hills, a condominium, according to the Declaration of Condominium.

TOGETHER WITH all of the appurtenances to the residences, including, but not limited to, all of the undivided shares in the common elements.

IN WITNESS WHEREOF, Mortgagee has hereunto set its hand and seal this 20th

day of July, 1974.

Signed, Sealed and Delivered  
in the Presence of:

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
OF LAKE CITY, FLORIDA

Bettie Jean Odenbalt

BY: [Signature]  
INMAN BUIE, President

Elizabeth K. Smyler  
Witnesses

ATTEST: [Signature]  
C. F. DOUGLAS, Secretary

(CORPORATE  
SEAL)

EXHIBIT I

STATE OF FLORIDA

COUNTY OF COLUMBIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared INMAN BUIE and C. F. DOUGLAS, well known to me to be the President and Secretary respectively of the corporation named in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 20th day of July, 1974.



Bettie J. Odenbalt  
Notary Public, State of Florida

My Commission Expires: June 6, 1975

EXHIBIT I

(Sheet 3 of 3 Sheets)

JOINDER OF MORTGAGEE

MAXWELL BIE RAVNDAL, as Trustee of that certain certain trust as created by Trust Indenture dated August 23, 1983, recorded in Official Record Book 151, Pages 335-342, AND Trust Indenture dated January 27, 1984, recorded in Official Record Book 158, Page 520, all in public records of Columbia County, Florida, hereinafter called "MORTGAGEE", the owner and holder of a mortgage upon the following described lands in Columbia County, Florida:

COMMENCE at the Southwest Corner of SE 1/4 of NE 1/4, Section 27, Township 3 South, Range 18 East, Columbia County, Florida, and run South 89 degrees 48 minutes 30 seconds East along the South line of said SE 1/4 of NE 1/4 a distance of 251.73 feet to the POINT OF BEGINNING; thence North 5 degrees 00 minutes 58 seconds West 56.89 feet; thence North 12 degrees 40 seconds 48 minutes East 328.00 feet; thence North 75 degrees 00 minutes 17 seconds East 173.92 feet; thence South 81 degrees 38 minutes 02 seconds East 171.83 feet; thence South 48 degrees 28 minutes 42 seconds East 153.91 feet; thence South 35 degrees 58 minutes 50 seconds East 484.88 feet; thence South 0 degrees 39 minutes 03 seconds East 284.02 feet; thence North 73 degrees 30 minutes 17 seconds West 401.52 feet; thence North 88 degrees 30 minutes 42 seconds West 231.08 feet; thence North 10 degrees 02 minutes 13 seconds West 114.57 feet; thence South 88 degrees 38 minutes 23 seconds West 140.00 feet; thence North 23 degrees 23 minutes 37 seconds West 80.00 feet; thence North 5 degrees 00 minutes 58 seconds West 111.44 feet to the POINT OF BEGINNING; said lands lying in SE 1/4 of NE 1/4 and in the NE 1/4 of SE 1/4, Section 27, containing 9.88 acres, more or less.

TOGETHER WITH a perpetual easement for ingress and egress over, across and upon the following described property:

A strip or parcel of land 80 feet in width lying 30 feet right and left of a centerline described as follows:

COMMENCE at the Northeast corner of the NW 1/4 of the SE 1/4 of Section 27, Township 3 South, Range 18 East, Columbia County, Florida and run North 89 degrees 48 minutes 30 seconds West along the North line of said NW 1/4 of SE 1/4 a distance of 408.56 feet to the Easterly limited access right of way line of Interstate #75 (U. S. Highway #93); thence South 23 degrees 23 minutes 37 seconds East along said Easterly limited access right of way line, Interstate #75 a distance of 399.98 feet; thence North 88 degrees 38 minutes 23 seconds East 30 feet to the POINT OF BEGINNING; thence continue North 88 degrees 38 minutes 23 seconds East 540.00 feet to the terminal point of said centerline, said point being South 82 degrees 58 minutes 54 seconds East 308.89 feet from the Northwest corner of the NE 1/4 of the SE 1/4, Section 27, Township 3 South, Range 18 East.

Containing 0.74 acres, more or less and having a total centerline length of 540.00 feet.

EXHIBIT II

(Sheet 1 of 2 Sheets)

A strip or parcel of land 80 feet in width lying 30 feet right and left of a centerline described as follows:

COMMENCE at the Southeast corner of the NE 1/4 of the SE 1/4 of Section 27, Township 3 South, Range 18 East, Columbia County, Florida and run North 89 degrees 43 minutes 44 seconds West along the South line of said NE 1/4 of SE 1/4 a distance of 293.00 feet; thence North 0 degrees 18 minutes 16 seconds East 200 feet to the POINT OF BEGINNING; thence North 89 degrees 43 minutes 44 seconds West 782.88 feet to the point of curve of a curve concave to the right and having a radius of 355.00 feet and a total central angle of 88 degrees 20 minutes 07 seconds; thence Northwesterly along the arc of said curve 411.01 feet to the point of tangency; thence North 23 degrees 23 minutes 37 seconds West, said line being 30 feet Easterly of, measured at right angles of the limited access right of way line of Interstate Highway #75 (U. S. Highway #93) a distance of 805.00 feet and the terminal point of said centerline; said point being South 32 degrees 07 seconds 51 minutes West 417.81 feet from the Northeast corner of the NW 1/4 of the SE 1/4, Section 27, Township 3 South, Range 18 East.

Containing 2.48 acres, more or less and having a total centerline length of 1798.87 feet.

which mortgage is dated March 7, 1973, and is recorded in Official Record Book 300, Page 358, public records of Columbia County, Florida, joins in the making of the foregoing Declaration of Condominium, and Mortgagee agrees that the lien of his mortgage shall be upon the following described property in Columbia County, Florida:

All of the residences of Fairway Hills, a condominium, according to the Declaration of Condominium.

TOGETHER WITH all of the appurtenances to the residences, including, but not limited to, all of the undivided shares of the common elements.

IN WITNESS WHEREOF, Mortgagee has hereunto set his hand and seal this

1st day of July, 1974.

Signed, Sealed and Delivered in the Presence of:

Maxwell Bie Ravndal (SEAL)  
MAXWELL BIE RAVNDAL, as Trustee

William B. Bledsoe  
Witnesses

STATE OF FLORIDA

COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by MAXWELL BIE RAVNDAL, as Trustee, this 1st day of July, 1974.



William B. Bledsoe  
Notary Public, State of Florida

My commission expires: Notary Public, State of Florida at Large  
My Commission Expires Sept. 11, 1974  
Issued by American Plan & Company Co.

EXHIBIT II  
(Sheet 2 of 2 Sheets)