

Rec. 176.00

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BOOK 174 PAGE 385

DECLARATION OF CONDOMINIUM  
BEACH WOOD VILLAS, A CONDOMINIUM

OFFICIAL RECORDS

KNOW ALL MEN BY THESE PRESENTS:

That Amelia Island Company, a corporation organized under the laws of the State of Delaware, and qualified to do business in Florida, the Owner in fee simple of the real property described in Exhibit "A" attached hereto and made a part hereof, does declare:

1. The real property described in Exhibit "A" shall be condominium property and is hereby submitted to condominium ownership, pursuant to Chapter 711, Florida Statutes, subject to the following easements and agreements:

A) Electrical utility easement granted to Florida Public Utilities Co. and recorded in the Official Records of Nassau County, Florida, at Book 174 , pages 367-372 .

B) Telephone utility easement granted to Southern Bell Telephone and Telegraph Company recorded in the Official Records of Nassau County, Florida, at Book 174 , pages 373-376.

C) Water and sewer utility easement granted to Amelia Island Utility Co. and recorded in the Official Records of Nassau County, Florida, at Book 174 , pages 381-384 .

D) Easement for community television antenna system and equipment granted to Amelia Island Cablevision Company, Inc. and recorded in the Official Records of Nassau County, Florida, at Book 174 , pages 365-368 .

E) Easement for bicycle trails and walking paths which may run throughout Amelia Island Plantation and cross the Condominium Property granted to Amelia Island Plantation Community Association, Inc. and recorded in the Official Records of Nassau County, Florida, at Book 174 , pages 377-380 .

F) Declaration of Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida, and Provisions for the Amelia Island Plantation Community Association, Inc., recorded in the Official Records of Nassau County, Florida, at Book 124, pages 200-229.

This instrument prepared by:

Douglas D. Batchelor, Jr.  
HULL, TOWILL, NORMAN, BARNETT & JOHNSON  
Post Office Box 1564  
Augusta, Georgia 30903

G) Declaration of Covenants and Restrictions Applicable to all Class "B" Multi-Family Residence Areas as recorded in the Official Records of Nassau County, Florida, at Book 124, pages 230-241 as amended by amendment recorded in the aforesaid Clerk's office at Official Records Book 149, pages 87-88.

2. As used in this Declaration of Condominium:

A) "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the Unit Owner.

B) "Association" means the entity responsible for the operation of the Condominium Property, Beach Wood Villas Association, Inc., a non-profit corporation organized under the laws of the State of Florida.

C) "By-Laws" mean the By-Laws for the government of the condominium as they exist from time to time.

D) "Common Elements" means the portions of the Condominium Property not included in the Units.

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

F) "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

G) "Operation of the Condominium" means and includes the administration and management of the Condominium Property.

H) "Condominium Property" means and includes the land in the condominium whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

I) "Unit" means a part of the Condominium Property which is to be subject to private ownership.

J) "Unit Owner" or "Owner of a Unit" means the owner of a Condominium Parcel.

K) "Sponsor" means Amelia Island Company.

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

3. The name by which the condominium is to be identified is "Beach Wood Villas, A Condominium".

4. The legal description of the land included in this condominium is set forth in Exhibit "A" and is subject to those items set forth in paragraph 1 of this Declaration.

5. An identification of each Unit is set forth in Exhibit "B" attached hereto and made a part hereof.

6. A survey of the land described in Exhibit "A" and a graphic description of the improvements in which Units are located and a plot plan thereof are attached hereto as Exhibit "C" and made a part hereof, and together with this Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions. A certificate of Charles R. Bassett, a registered land surveyor, authorized to practice in the State of Florida, stating that the Exhibits referred to in this paragraph 6, 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 and each Unit, is attached to this Declaration as Exhibit "D". Everything shown in Exhibit "C" is a Common Element except the Units.

7. The undivided shares, stated as percentages, in the Common Elements which are appurtenant to each of the Units, are set forth in Exhibit "B"; provided, however, that such percentage of undivided shares may be changed by amendment of this Declaration pursuant to paragraph 10A, with the appropriate amended percentages being set forth in Exhibits "E" and "F" hereto.

8. The percentage and manner of sharing Common Elements and Common Surplus shall be as set forth in Exhibit "B"; provided, however, that such percentage of sharing Common Expenses and Common Surplus may be changed by amendment of this Declaration pursuant to paragraph 10A with the appropriate amended percentages being set forth in Exhibits "E" and "F" hereto.

A) Assessments shall be fixed by the Board of Directors of the Association and payable at such times as set by said Board of Directors, but not less frequently than quarterly. Common Surplus shall be distributed by the Board of Directors of the Association in the manner provided in the By-Laws of the Association.

B) Where the mortgagee or other purchaser of a Unit obtains title to the Condominium Parcel as a result of foreclosure of the first mortgage, or if the mortgagee obtains title to the Condominium Parcel by deed in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or assessments by the Association pertaining to such Condominium Parcel or chargeable to the former Unit Owner of such parcel which became due prior to acquisition of title as a result of the foreclosure or by 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 Unit Owners including such acquirer, his successors and assigns.

9. The Owners of Units including the Sponsor shall be entitled to the number of votes allocated to the Unit owned as set forth in Exhibit "B" attached hereto and made a part hereof. If a Unit is owned by one person, his right to vote shall be established by record title to his Unit. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by the president or vice president of the corporation and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. Such certificate shall be valid until revoked or until superseded by subsequent certificate or until a change in the ownership of the Unit concerned. A vote may be exercised in person or by proxy.

10. A) The Sponsor, or its successor in title, shall have the right in its sole discretion and without having to obtain the

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consent of the Association or the Unit Owners to amend this Declaration so as to include in this Declaration and submit to condominium use under Chapter 711, Florida Statutes, the real property described in Exhibit "E" and designated as Phase II in Exhibit "C" (hereinafter referred to as "Phase II Property"), and/or the real property described in Exhibit "F" and designated as Phase III in Exhibit "C" (hereinafter referred to as "Phase III Property"): The Sponsor shall have the right to construct on Phase II Property the improvements depicted on the site plan making up a part of Exhibit "C", including four (4) buildings containing forty-two (42) Units, and to construct on Phase III Property the improvements depicted on the site plan making up a part of Exhibit "C" including five (5) buildings containing fifty (50) Units. Any amendment to this Declaration by the Sponsor or its successor in title subjecting Phase II Property to this Declaration shall be accomplished by the Sponsor or its successor in title executing and filing with the Clerk of the Circuit Court of Nassau County, Florida, an amendment substantially in the form attached hereto as Exhibit "E". Any amendment to this Declaration by the Sponsor or its successor in title subjecting Phase III Property to this Declaration shall be accomplished by the Sponsor or its successor in title executing and filing with the Clerk of the Circuit Court of Nassau County, Florida, an amendment substantially in the form attached hereto as Exhibit "F". The Sponsor's, or its successors in title, right to amend this Declaration as set forth in this paragraph shall expire on January 1, 1978.

B) An amendment made to this Declaration by the Sponsor or its successor in title shall become effective when such amendment executed by the Sponsor or its successor in title is recorded according to law.

C) This Declaration may be amended by the Unit Owners when two-thirds (2/3) or more of the total number of votes of the members of the Association vote in favor of the amendment; provided however, that no such amendment shall adversely affect the lien or priority of any previously recorded mortgage as it affects a Condominium Parcel. An amendment to this Declaration made by the Unit

Owners shall become effective when the certificate, together with the affidavit provided for hereafter, is recorded according to law. . . . Such amendment to this Declaration shall be evidenced by a certificate executed with the formalities of a deed, which certificate need not be executed by the Unit Owners, but need only be executed by the president or any vice president of the Association and attested by the secretary or any assistant secretary of the Association and shall include the recording data identifying this Declaration. An affidavit executed by the president or any vice president of the Association shall be attached to the certificate certifying that two-thirds (2/3) or more of the total number of votes of the members of the Association voted in favor of the amendment.

11. The By-Laws of the Association are attached hereto as Exhibit "G" and made a part hereof, but may be amended as set forth in those By-Laws, notwithstanding anything to the contrary contained herein.

12. The name of the Association is Beach Wood Villas Association, Inc.

13. A person or corporation may own more than one (1) Condominium Parcel, but this will not change the respective undivided share in the Common Elements, percentage of sharing Common Expenses, owning Common Surplus and voting rights as set forth in Exhibit "B". A Unit Owner shall not make structural modifications or alterations to his Unit or installations located therein without previously obtaining the written approval of the Board of Directors of the Association. Notice shall be sent to the president of the Association and shall set forth in detail the proposed modification or alteration. The Board of Directors of the Association shall consider the proposed modification or alteration and decide whether or not approval should be granted. If the board has not responded to such a request within one hundred eighty (180) days, the Unit Owner shall be considered to have obtained the board's approval for the proposed modification or alteration. Nothing herein shall be construed to relieve the Unit Owner from obtaining required approval for modifications or alterations under the provisions of other covenants or restrictions applicable to the Unit.

14. Condominium Units shall be used for residential purposes only, and may be rented for any period of time to persons using them for residential purposes.

15. The Unit Owner shall be responsible for the maintenance and repair of his Unit. Maintenance of the Common Elements shall be the responsibility of the Association.

16. The Common Expenses of the Condominium shall be as determined by the Board of Directors of the Association from time to time. Said expense shall include the cost of providing adequate insurance coverage for the Condominium Property including its Common Elements and all parts of the building, both exterior and interior, (which may include a standard deductible provision), together with adequate liability insurance protecting the Condominium, its members and the Association against claims for damages or injuries resulting from or suffered by reason of the management, operation or occupancy of said Condominium or Condominium Parcels thereof as more specifically set forth in paragraph 19. Said Common Expenses shall also include the cost of maintaining and operating the Common Elements and the operating expenses of the Association in connection with the operation of the Condominium, including its employees, if any, but no officer or director of the Association shall be salaried as such. Said Common Expenses shall also include real and personal property taxes assessed against the Common Elements as well as any special assessments against such property by the municipalities, counties and other taxing authorities, and shall include such other expenses as may be determined from time to time by the Board of Directors and which shall be allowed as a matter of law. Taxes or assessments levied and assessed against a Condominium Parcel shall be paid by the Unit Owner thereof and shall be excluded from Common Expenses. The enumeration of Common Expenses set forth herein is not exclusive.

17. The Association is entitled to a lien upon a Condominium Parcel for any unpaid assessment and the method of enforcing such lien shall be as set forth in § 711.15, Florida Statutes, as the same shall exist from time to time. Such lien shall also secure a reasonable attorney's fee and court costs incurred by the Association

incident to the collection of such assessment or enforcement of such lien which the Unit Owner hereby agrees to pay. If such lien be foreclosed, the delinquent Unit Owner shall be required to pay a reasonable rental for the Condominium Parcel during the pendency of the foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same, and such rental shall also be secured by the lien.

18. The Board of Directors of the Association may impose special or individual assessments on Unit Owners for the cost and expense of repairs or replacements within an individual Unit for which said Unit Owner is responsible, which repairs he has failed or refused to make and which, if not made, impair or endanger the use, value or appearance of the Common Elements or other condominium Units, and said Association is granted a right of entry into each condominium Unit to make repairs or replacements of this character necessary or required in the common interest, including the right to abate or eliminate any nuisance, or any condition deemed hazardous by the insurance underwriters.

The lien conferred by § 711.15, Florida Statutes, shall extend to and include any special assessments which special assessments may be enforced in the same manner as a regular assessment on the same terms and conditions provided therefor.

19. The insurance which shall be carried upon the Condominium Property shall be governed by the following provisions:

A) The Association shall purchase the insurance policies hereinafter set forth for the benefit of the Unit Owners and their respective mortgagees as their interests may appear and such policies shall provide for the issuance of certificates of insurance and mortgagee endorsements to the holders of first mortgages on the Units or any of them and, shall provide if reasonably available that the insurer waives its rights of subrogation as to any claim against Unit Owners and their guests, the Association and their respective servants and agents. Such policies and endorsements shall be deposited with the Board of Directors of the Association who must hold policies and any proceeds thereof in accordance with the terms hereof.

B) Each Unit Owner may obtain insurance, at his own expense, affording coverage upon his own property, and his own liability as may be required by law, but all such insurance shall contain if reasonably available the same waiver of subrogation as that referred to in paragraph 19 A and shall waive any right to contribution.

C) The following coverage shall be obtained:

(i) The building and all other insurable improvements upon the land and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the members of the Association. Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsements and such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use, including but not limited to vandalism, malicious mischief, windstorm and water damage.

(ii) Public liability and property damage in such amounts and such forms as shall be required by the Association, including but not limited to water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverage.

(iii) Workmen's compensation policy to meet the requirements of law.

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

D) Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as Common Expenses.

E) All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their respective mortgagees as their respective interests may appear, and shall provide that all proceeds payable as a result of casualty

losses shall be paid to the Board of Directors of the Association, which shall hold such proceeds as Trustee for the Association. The Board of Directors of the Association shall receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the Unit Owners and their respective mortgagees, in the following shares:

(i) Proceeds on account of damage to Common

Elements in the same proportion as the undivided shares in the Common Elements which are appurtenant to each of the Units.

(ii) Proceeds on account of Units shall be held in the following manner in undivided shares:

a. Partial destruction when the Condominium Property is restored - for the Unit Owners of the damaged Units in proportion to the costs of repairing the damage suffered by each damaged Unit.

b. Total destruction when the Condominium Property is destroyed or where the Condominium Property is not to be restored - for all Unit Owners, the share of each being that set forth on Exhibit "B" as an undivided share in the Common Elements which are appurtenant to each of the Units.

(iii) In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear.

F) Proceeds of insurance policies received by the Board of Directors of the Association shall be distributed to or for the benefit of the Unit Owners in the following manner:

(i) If the damage for which the proceeds were paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be distributed to the Association.

(ii) If it is determined that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the Unit Owners, remittance to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by it.

(ii) If the proceeds of insurance policies are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any) assessment shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs.

(iii) The proceeds of insurance collected on account of a casualty, and the sums received by the Association from collection against Unit 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:

a. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Unit Owner; to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the Unit Owner may direct, or if there is a mortgagee endorsement, then to such payees as the Unit Owner and the first mortgagee direct. Nothing contained herein, however, shall be construed so as to limit or modify the responsibility of the Unit Owner to make such reconstruction or repair.

b. The portion of said construction funds representing damage for which the responsibility of reconstruction and repair lies with the Association shall be disbursed in payment of such costs upon the order of the Association.

c. The Board of Directors of the Association shall make payments out of the construction fund upon the written request of the Unit Owner or when necessary to pay obligations of the Association as the case may be, accompanied by a certificate, dated not more than fifteen (15) days prior to such request, signed by a responsible officer of the Association or the Unit Owner, and by an architect in charge of the work, who shall be selected by the Association, setting forth: (i) that the sum then requested either has been paid by the Association or Unit Owner or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with

the work giving a brief description of the services rendered and materials furnished, and that sum requested does not exceed the value of the services and materials described in the certificate, (ii) that except for the amount stated in such certificate to be due as aforesaid, there is no outstanding indebtedness known to the person signing such certificate after due inquiry, which might become the basis of a vendor's, mechanics', materialmen's or similar lien upon such work, the Common Elements or any individual Unit, and (iii) that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate, does not exceed the amount of construction fund remaining in the hands of the Board of Directors of the Association after the payment of the sum so requested.

d. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in 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 Association.

(iv) Each Unit Owner shall be deemed to have delegated to the Board of Directors of the Association his right to adjust with insurance companies all losses under policies purchased by the Association subject to the rights of mortgagees of such Unit Owners.

(v) In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their 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 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 distribution of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

20. The provisions of this Declaration, as amended from time to time, and of the By-Laws and the Charter of the Association, as same may be lawfully amended from time to time, shall be binding upon all of the Unit Owners and their heirs, personal representatives, successors and assigns.

21. The provisions hereof shall be enforceable, equitable servitudes, and shall run with the land and shall be effective until this Declaration is revoked or terminated.

22. Each Unit shall include that part of the building containing the Unit which lies within the boundaries of the Unit, which boundaries are as follows:

A) The upper and the lower boundaries extended to an intersection with the perimetrical boundaries, the upper boundaries of the Unit being the plane of the interior surface of the ceiling of the uppermost level of the Unit and the lower boundaries being the plane of the undecorated finished floor of the lowermost level of the Unit. The interior surface of the upper and lower boundaries shall be part of the Unit, and the Unit Owner shall be responsible for maintenance and repair of same.

B) The perimetrical boundaries of the Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(i) The exterior vertical boundaries are the vertical planes of the undecorated finished interior of the exterior walls of the building and the undecorated finished interior of the walls and partitions separating such Units from corridors, stairs, elevators, mechanical equipment spaces or other Units extended to intersections with each other and with the upper and lower boundaries. The interior surfaces of the exterior vertical boundary walls of the Unit shall be part of the Unit, and the Unit Owner shall be responsible for the maintenance and repair of same.

(ii) Balconies which are attached to a Unit and the sole access to which is through such Unit shall be deemed to be part of the Unit. The lower boundaries of the Unit shall include the plane of the undecorated upper surface of the floor of the

balcony. The upper boundaries of the Unit shall include a plane extended at a ninety (90°) degree angle from the exterior walls of the building out over such balcony at the point where the interior surface of the ceiling of the room of the Unit which contains the entrance to the balcony intersects the exterior wall of the building. The vertical boundaries of the Unit shall include the planes of the interior undecorated finished surfaces of the railing, banister, wall or other structure enclosing the balcony extended to their intersection with each other and the upper and lower boundaries of the balcony. The plane of the exterior surface of the exterior wall of the building extended to its intersection with the other vertical boundaries of the balcony, and the upper and lower boundaries of the balcony shall constitute a part of the vertical boundary of said Unit; provided, however, that such exterior surface of the exterior wall of the building shall be a Common Element, while the maintenance and repair of all other surfaces constituting the boundaries of such balconies shall be the responsibility of the Unit Owner.

\* (iii) Ground terraces or patios which are immediately adjacent to a Unit and are for the exclusive use of the Owner or occupant of such Unit shall be deemed to be part of the Unit.

The lower boundaries of the Unit shall include the plane of the undecorated upper surface of the floor of the ground terrace or patio. The upper boundaries of the Unit shall include a plane extended at a ninety (90°) degree angle from the exterior walls of the building out over such ground terrace or patio at the point where the interior surface of the ceiling of the room of the Unit which contains an entrance to the ground terrace or patio intersects the exterior wall of the building. The vertical boundaries of the Unit shall include planes extended at ninety (90°) degree angles to the ground around the edge of the undecorated upper floor of the ground terrace or patio to their intersection with the upper boundaries of the Unit; provided, however, that the exterior surface of the exterior wall of the building shall at all times remain a Common Element.

(iv) A service yard located adjacent to certain Units and serving only that Unit is surrounded by walls, a fence or

similar structure which make such service yard an integral and contiguous part of the Unit, and the vertical boundaries of the Unit shall include the vertical plane of the undecorated interior of the walls, fence or similar structure bounding the service yard extending to a height of eight (8) feet, three (3) inches. The upper boundary of the service yard shall be horizontal planes parallel to the ground at a height of eight (8) feet, three (3) inches above the ground. The lower boundary of the service yard shall be the horizontal plane of the surface of the floor of the service yard.

(v) The terms "walls", "ceilings" and "floors" as used in this paragraph shall include vents, doors, gates, windows, screens and screen partitions and such other structural elements located therein which are regarded as enclosures of space.

(vi) For each Unit exterior windows, the frames, glass and screens thereof as well as exterior doors, gates and glass-sliding doors and the frames and casings of same and screen partitions enclosing the porch are part of the Unit and the Unit Owner shall have responsibility for maintenance and repair of same.

(vii) The Unit shall not include interior walls, floor, ceilings, or ceiling joists which are load bearing or which enclose the common pipe chases or installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation, nor shall the Unit include roof rafters; provided, however, that the interior surfaces of all such interior walls, ceilings and floors shall be part of the Unit, and the Unit Owner shall have the responsibility for maintenance and repair of same. All Units shall be subject to easements through such Units for conduits, ducts, plumbing wiring and other facilities for the furnishing of utility services to Units and the Common Elements, and to an easement of support in every portion of the Unit which contributes to support of the building. All of these items and easements shall be part of the Common Elements together with the land described in Exhibit "A", property and installations required for furnishing of services and utilities to

more than one Unit or the Common Elements (excluding such property title to which is reserved by the particular company furnishing such utility service) and all other parts of the improvements not included within the Units.

(viii) If any portion of the Common Elements now encroaches upon any Unit or if any Unit now encroaches any other Unit or upon any portion of the Common Elements, as a result of the construction of the building, or if any such encroachment shall occur hereafter as a result of settling or shifting of the building, a valid easement for the encroachment and for the maintenance of same so long as the building stands shall exist. In the event the building, a Unit, any adjoining Unit, or any adjoining Common Element shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the building shall stand.

23. The ownership of an individual share in the Common Elements which is appurtenant to the Unit cannot be separated from the Unit and shall pass with the title to the Unit whether or not separately described, nor can any interests in the Common Elements appurtenant to a Unit be conveyed or encumbered except with the Unit. The shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements shall lie.

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

25. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as appurtenant to his Unit.

26. No Unit Owner, except the Sponsor, shall make any change, alteration, enclosure, addition to or remove any portion of a Unit without the consent of the Association or except as provided in paragraph 13. The Association shall not be required to give such consent without first having had submitted to it drawings and specifications of such changes prepared and sealed by an architect or engineer licensed to do business in Florida. No changes shall ever be made to the exterior of the buildings or which would change the appearance of the exterior of the buildings unless they shall be uniform throughout the buildings, and no screened enclosures of outside balconies, ground terraces or patios shall be permitted.

27. Restrictions contained in the By-Laws of the Association and rules and regulations promulgated in accordance with the condominium documents shall be applicable to and covenants running with the land.

28. Failure of a Unit Owner to comply with the terms of this Declaration, the By-Laws and Articles of Incorporation of the Association shall entitle the Association or other Unit Owners to such relief as may be provided by law in addition to the rights conferred to them by this Declaration. And, if the Association shall be required to file any action to obtain compliance therewith or to enforce its rights against a Unit Owner, it shall be entitled to be reimbursed for its reasonable attorney's fees and court costs which the Unit Owner hereby agrees to pay.

29. Mortgagees who make a request in writing to the Association for the items provided in this paragraph shall have the following rights:

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

B) To be given written notice by the Association of the call of a meeting of the membership to be held for the purpose of

considering any proposed Amendment to this Declaration of Condominium, or the Articles of Incorporation and By-Laws of Association, which notice shall state the nature of the Amendment being proposed.

C) To be given notice of default by any member owning any Unit encumbered by a mortgage held by such mortgagee, such notice to be given in writing and to be sent to the principal office of such mortgagee or to the place which it or they may designate in writing to the Association.

D) To be given an endorsement to the insurance policies covering the Common Elements requiring that such mortgagee be given any notice of cancellation provided for in such policy.

30. The failure of the Sponsor or the Association or any Unit Owner to enforce any covenant, restriction or other provision of this Declaration, the By-Laws, Articles of Incorporation or the rules and regulations of the Association adopted pursuant thereto, or any of the rights conferred by the Condominium Act of the State of Florida shall not constitute a waiver to do so thereafter.

31. This Declaration may be terminated in the manner provided for in § 711.16, Florida Statutes, as now existing or as may be amended from time to time; provided, however, that an affirmative vote of eighty-five (85%) percent of the total number of votes of members of the Association shall be sufficient to terminate in the manner provided therein notwithstanding any greater number required by such statute.

32. If any provision of the Condominium Act of the State of Florida or section, sentence, clause, phrase or word or the application thereof in any circumstance of said statute or of this Declaration, the By-Laws or the Articles of Incorporation of the Association, is held invalid, the validity of the remainder of said statute or instrument and/or of the application of any such provision, section, sentence, clause, phrase or word in other circumstances of said statute or of this Declaration or of the By-Laws or Articles of Incorporation of the Association shall not be affected thereby.

IN WITNESS WHEREOF, Amelia Island Company has executed this Declaration of Condominium, this 2nd day of July, 1974.

Signed, Sealed and Delivered

AMELIA ISLAND COMPANY

in the presence of:

Susan De Rester

By: [Signature]  
Its Vice President

[Signature]

Attest: [Signature]  
Its Asst. Sec.

[CORPORATE SEAL]

STATE OF FLORIDA )  
                          )  
COUNTY OF NASSAU )

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared J. W. Rester and [Signature] to me known to be the persons described herein who executed the foregoing Declaration of Condominium as vice president and [Signature], respectively, of the corporation named herein and severally acknowledged to and before me that they executed the same as such officers and in the name and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 2nd day of July, 1974.

[Signature]  
Notary Public

My Commission Expires:

[SEAL]

NCNB Mortgage Corporation joins in the execution of this Declaration of Condominium for the sole and exclusive purpose of subordinating to this Declaration the lien of its mortgage encumbering the real property described in Exhibit A of this Declaration, together with all improvements thereon, which mortgage is recorded in the Official Records of Nassau County, Florida, at Book 145, pages 452-472, which was amended at Book 147, at pages 523-528. NCNB Mortgage Corporation does not subordinate the lien of said mortgage to any property described therein not described in Exhibit A of this Declaration and does not subordinate the lien of its mortgage to any interest, not previously subordinated to, intervening between the recordation of the above described mortgage and the recordation of this Declaration. The lien of said mortgage shall attach to all of the Units created hereby and to the Common Elements appurtenant to each such Unit.

IN WITNESS WHEREOF, NCNB Mortgage Corporation has caused the execution hereof by its duly authorized officers.

Signed, Sealed and delivered  
in the presence of:

NCNB MORTGAGE CORPORATION

Debra A. Kambal

By: Thomas A. Stebbins, Jr.  
Its Sp. Vice President

Paul S. Gardner

Attest: Henry B. Skell  
Its Secretary

(CORPORATE SEAL)

STATE OF NORTH CAROLINA )  
COUNTY OF MECKLENBURG )

I hereby certify that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Thomas A. Stebbins, Jr. and Henry B. Skell to me known to be the persons described in and who executed the foregoing instrument as Sp. Vice President and Secretary, respectively, of the corporation named therein and severally acknowledged before me that they executed the same as such officers in the name and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 11 day of July, 1971.

SONJA G. TORRES - OFFICIAL SEAL  
Notary Public  
EXPIRES 12/31/72

Paul S. Gardner  
Notary Public (SEAL)  
By Commission Expires: 12/31/72

## EXHIBIT "A"

A portion of Sections 20 and 22, Township 2 North, Range 28 East, Nassau County, Florida and being more particularly described as follows:

Commence at a point in the South right of way line of Beach Lagoon Road; said point being the Northeast corner of Beach Walker Village as recorded in Plat Book 4, Pages 14 and 15 of the Public Records of said county; thence North  $42^{\circ}46'33''$  West a distance of 60 feet to a point in the Northerly right of way line of Beach Lagoon Road for the Point of Beginning; said point lying in a curve, said curve being concave Northwesterly and having a radius of 370 feet; thence Southwesterly along said Northerly right of way line an arc distance of 72.04 feet; said arc being subtended by a chord bearing of South  $52^{\circ}48'07''$  West and a chord distance of 71.83 feet; run thence North  $11^{\circ}30'00''$  West a distance of 558.69 feet; thence North  $20^{\circ}40'00''$  West a distance of 564.14 feet; thence North  $65^{\circ}20'16''$  East a distance of 92.29 feet; thence South  $64^{\circ}06'06''$  East a distance of 443.34 feet to a point in the Westerly right of way line of Beach Wood Road as shown on Plat of Beach Wood subdivision as recorded in Plat Book 4, pages 25-27 of the Public Records of Nassau County, Florida; South  $4^{\circ}21'55''$  East along said Westerly right of way line a distance of 330.40 feet to the P. C. of a curve to the left; said curve being concave Northeasterly and having a radius of 949.40 feet; thence Southeasterly along and with the arc of said curve an arc distance of 120.69 feet said arc being subtended by a chord bearing of South  $8^{\circ}00'25''$  East and a chord distance of 120.60 feet to a point of reverse curve to the right; said curve being concave Northwesterly and having a radius of 370 feet; thence Southwesterly along said Westerly right of way line an arc distance of 264.44 feet said arc being subtended by a chord bearing of South  $8^{\circ}49'35''$  West and a chord distance of 258.85 feet to the point of tangency of said curve; thence continue along Westerly right of way line South  $29^{\circ}18'05''$  West a distance of 93.49 feet to the P. C. of a curve to the right, said curve being concave Northwesterly and having a radius of 370.02 feet; thence Southwesterly along and with the arc of said curve an arc distance of 115.75 feet said arc being subtended by a chord bearing of South  $38^{\circ}15'46''$  West and a chord distance of 115.27 feet to the Point of Beginning.

Lands thus described contain 7.080 acres, more or less.

TOGETHER WITH an exclusive easement for the encroachment use and maintenance of the swimming pool deck presently extended over the northern boundary line of the above-described property unto certain lands of Amelia Island Company designated as Tract A on the as built site plan included in Exhibit "C" to this Declaration. Such encroachment being as shown on the referenced as built site plan. This easement shall last as long as swimming pool encumbrances over said property line is standing.

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM  
FOR BEACH WOOD VILLAS, A CONDOMINIUM

BOOK 174 - 407

VILLA UNIT NO.	PERCENTAGE UNIT-DIVIDED INTEREST IN COMMON ELEMENTS	PERCENTAGE SHARE OF COMMON EXPENSES AND COMMON SURPLUS	VOICES
2001	2.690	2.690	26.90
2002	2.690	2.690	26.90
2003	2.690	2.690	26.90
2004	2.690	2.690	26.90
2005	2.690	2.690	26.90
2006	2.690	2.690	26.90
2007	2.690	2.690	26.90
2008	2.690	2.690	26.90
2009	2.690	2.690	26.90
2010	2.690	2.690	26.90
2011	1.925	1.925	19.25
2012	1.925	1.925	19.25
2013	1.925	1.925	19.25
2014	1.925	1.925	19.25
2015	1.925	1.925	19.25
2016	1.925	1.925	19.25
2017	1.925	1.925	19.25
2018	1.925	1.925	19.25
2019	1.925	1.925	19.25
2020	1.925	1.925	19.25
2021	1.925	1.925	19.25
2022	1.925	1.925	19.25
2023	1.925	1.925	19.25
2024	1.925	1.925	19.25
2025	1.925	1.925	19.25
2026	1.925	1.925	19.25
2027	1.925	1.925	19.25
2028	1.925	1.925	19.25
2029	1.925	1.925	19.25
2030	1.925	1.925	19.25
2031	1.925	1.925	19.25
2032	1.925	1.925	19.25
2033	1.925	1.925	19.25
2034	1.925	1.925	19.25
2035	2.690	2.690	26.90
2036	2.690	2.690	26.90
2037	2.690	2.690	26.90
2038	2.690	2.690	26.90
2039	2.690	2.690	26.90
2040	2.690	2.690	26.90
2041	2.690	2.690	26.90
2042	2.690	2.690	26.90
2043	2.690	2.690	26.90
2044	2.690	2.690	26.90
Total	100.000%	100.000%	1,000.00





