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MEMORANDUM

September 11, 1991

**ORIGINAL
FILE COPY**

TO : DIVISION OF RECORDS AND REPORTING

FROM : DIVISION OF LEGAL SERVICE (FRAZIER) ~~FR~~ *mod*

RE : DOCKET NO. 910526-WS - REQUEST FOR EXEMPTION FROM FLORIDA PUBLIC SERVICE COMMISSION REGULATION FOR PROVISION OF WATER AND WASTEWATER SERVICE BY HIAWATHA MANAGEMENT, INC. IN PUTNAM COUNTY

Please file the attached documents in the above-referenced case. Since Hiawatha Management, Inc. (Hiawatha) initially submitted an incomplete copy of its Declaration of Condominium of the Hiawatha (Declaration), staff requested that a copy of the complete officially recorded Declaration be provided to this Commission. Therefore, the complete Declaration and a cover letter from counsel for Hiawatha is attached.

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEG _____
- LIN _____
- OPC _____
- RCH NRF/lp
- cc: / Division of Water and Sewer
- SEC _____
- WAS _____
- OTH _____

DOCUMENT NUMBER-DATE
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 FPSC-RECORDS/REPORTING

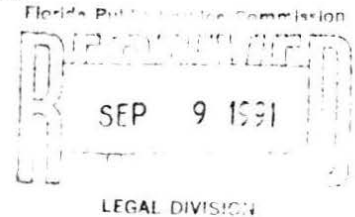
EDWARD E. HEDSTROM

ATTORNEY AT LAW
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(904) 328-6778

September 6, 1991

Ms. Nayola Frazier
Florida Public Service Commission
Fletcher Building
101 East Gaines Street
Tallahassee, Florida 32399-0850



IN RE: Hiawatha Management Inc.

Dear Ms. Frazier:

Per our conversation this date, enclosed please find a copy of the Declaration of Condominium of the Hiawatha.

If you have any questions, please give me a call.

Sincerely yours,

Edward E. Hedstrom

EEH/cw

enclosure

DECLARATION OF CONDOMINIUM
OF
THE HIAWATHA

CRESTONE SERVICE CORPORATION, a Florida corporation, hereinafter referred to as "Developer" as present owner of the property designated as THE HIAWATHA, a condominium, hereby declares the purpose of the Declaration to submit the lands described in this instrument and improvements on those lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, hereinafter called "The Condominium Act."

All the restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated as provided herein and shall be binding upon all parties or persons subsequently owning property in said condominium, and in consideration of receiving and by acceptance of a conveyance, grant, devise, lease or mortgage, all grantees, devisees, lessees, and assigns and all parties claiming by, through or under such persons, agree to be bound by all the provisions hereof. Both the burdens imposed and the benefits shall run with each Unit and the interests in Common Property as herein defined.

1. Development of THE HIAWATHA, a condominium

The lands owned by Developer, which by this instrument are submitted to the condominium form of ownership, are the following described lands lying in Putnam County (hereinafter referred to as the "aforesaid County"), Florida, to-wit:

See Exhibit "aa" attached hereto, and by this reference made a part hereof

The Developer has constructed apartment buildings, a recreation building, and other improvements on the property covered by this Declaration of THE HIAWATHA, a condominium. Developer had the property surveyed and divided the property into units: A-101 thru A-103; A-201 thru A-203; B-104 thru B-119; B-127 thru B-142; C-120 thru C-126; C-220 thru C-226; D-143 thru D-148; and into Lot A with the intent to create a condominium project, as designated and shown on the exhibits recorded in Map Book 6 at Pages 22 Sheets 1 through 4, bearing the same number, said exhibits being designated as Exhibit "A" hereto, and by this reference made a part hereof. Notwithstanding the actual location of the walls, ceilings and floors, each unit consists of the space bounded by the vertical projections of the Unit boundary lines shown on the plat between the horizontal planes at the floor and ceiling elevations shown. Common Elements shall include all property included in this condominium which is not within any apartment unit and shall be deemed Common Property and has been designated as Lot A, and hereafter the term "Common Property" shall include and be synonymous with Lot A.

The owner or owners of each unit shall have an undivided interest in Lot A as set out in Exhibit "B" attached hereto and by this reference made a part hereof. The Common Property includes, but is not limited to, recreation area and building,

The Plot Plans which are Exhibit "A" hereto are recorded in Map Book 6, Page 22, Public Records of Putnam County, Florida.

Return to: William G. Boltin, III
P.O. Box 443
Orlando, Florida 32802

Prepared by: William G. Boltin, III
Attorney at Law
P.O. Box 443
Orlando, Florida 32802

ground support area, walks, swimming pool, yard area, parking areas, foundations, attic areas, etc., and substantial portions of the exterior walls, floors, ceilings and walls between the Units, tangible personal property required for the maintenance and operation of the condominium, and any land, manager's unit, or other property acquired by the Association, as well as items stated in The Condominium Act. The owner or owners of each Unit shall likewise have the same undivided interest (and where there is more than one owner of a Unit, the percentage ownership of such owners shall be divided among the collective owners in the proportion of their ownership), in any common surplus, as set out in Exhibit "B" hereto.

2. Prohibition of Further Subdivision and Waiver of Partition.

The space within any of the Units and Common Property shall not be further subdivided. Any undivided interest in that Common Property is hereby declared to be appurtenant to each Unit and such undivided interest shall not be separately conveyed, devised, encumbered or otherwise dealt with separately from the Unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the Unit even though such interest is not expressly mentioned or described in the conveyance, or other instrument. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any Unit shall be deemed to describe the entire Unit owned by the person executing such instrument and an interest in the entire area described as Lot A. Any instrument subsequent to the Developer's conveyances, conveying, transferring or encumbering an undivided percentage interest in a Unit must also convey, transfer or encumber the same undivided percentage interest in the Common Property owned by the person executing such conveyance or encumbrance.

The Developer hereby, and each subsequent owner of any interest in a Unit and in the Common Property, by acceptance of a conveyance or any instrument transferring an interest, waives the right of partition of any interest in the Common Property under the laws of the State of Florida as it exists now or hereinafter until this condominium project is terminated according to the provisions hereof or by law. The Developer hereby reserves the right to remove any party walls between any condominium units in order that the said units may be used together as one integral unit. All assessments and voting rights, however, shall be calculated as if such units were as originally designated on the exhibits attached to this Declaration, notwithstanding the fact that the several units are used as one. The Developer reserves the right to make changes within units during construction of the buildings as long as those changes do not change the size of the units for which a contract of purchase has been signed, unless such change in size is approved by the purchaser affected by the change.

3. Easements.

All owners of Units shall have as an appurtenance to their units, a perpetual nonexclusive easement for ingress to and egress from their Units over streets, and other rights-of-way serving the units of the condominium, walks, and other Common Property from and to the public roadways bounding the condominium and a perpetual right or easement, in common with all persons to the use and enjoyment of all public portions of buildings and to other common facilities (including but not limited to utilities as they now exist) located in the Common Property, all of the foregoing right or easements being part of the Common Elements of this condominium.

All property covered by the exhibits hereto shall be subject to a perpetual easement for encroachments which now

exist or hereafter exist caused by settlement or movement of the buildings and encroachments shall be permitted to remain undisturbed, and such easement shall continue until such encroachment no longer exists.

All units and the Common Property shall be subject to a perpetual easement in gross being granted to HIAWATHA MANAGEMENT, INC., and its successors for ingress and egress for the purpose of having its employees and agents perform all obligations and duties of the corporation set forth herein.

4. The Association.

A Charter for incorporation of HIAWATHA MANAGEMENT, INC. (a non-profit corporation herein referred to as the Corporation and sometimes referred to as the Association) has been filed with the office of the Secretary of State of the State of Florida and duly processed in said office to the end that the said Charter has been granted, a certified copy of which is attached hereto, marked Exhibit "C", and by this reference made a part hereof. The principal purpose of said corporation is to perform the acts and duties desirable for the maintenance, management, and operation of the condominium property and to levy and enforce collection of assessments as are necessary to perform said acts and duties and all duties herein expressly or impliedly imposed upon the said corporation.

The Developer and all persons hereafter owning a vested present interest in the fee title to any one of the Units shown on the exhibits hereto and which interest is evidenced by recordation of a proper instrument in the public records of said County, Florida, shall automatically be members and their memberships shall automatically terminate when they no longer own such interest.

There shall be, except as hereinafter provided, a total of 58 votes to be cast by the owners of the condominium units. Such votes shall be apportioned and cast as follows: The owner of each condominium unit (designated as such on the exhibits attached to this Declaration) shall be entitled to cast One (1) vote, provided however, where a condominium unit is owned by the managing non-profit corporation, no vote shall be allowed for such condominium unit. Where a condominium unit is owned by more than one person, all the owners thereof shall be collectively entitled to the vote assigned to such unit and such owners shall, in writing, designate an individual who shall be entitled to cast the vote on behalf of the owners of such condominium unit of which he is a part until such authorization shall have been changed in writing. The term "Owner", as used herein, shall be deemed to include the Developer.

All the affairs, policies, regulations and property of the Corporation shall be controlled and governed by the Board of Directors of the Corporation consisting of five (5) members, who are all to be elected annually by the members entitled to vote. Each director shall be the owner of a condominium unit (or partial owner of a condominium unit where such unit is owned by more than one individual), or if a unit is owned by a corporation, including Developer, any duly elected officer or officers of an owner corporation may be elected a director or directors).

It shall be the duty of the Corporation to provide, through its agents and employees, for the administration, operation, maintenance, repair and replacement of the Common Property, all exterior doors and all exterior surfaces of the buildings, except windows of individual units and private patios adjacent to units, whether Common Property or a part of a unit (unless damage to same is covered by insurance carried by the non-profit corporation), to make reasonable uniform rules and regulations

from time to time as well as to perform all other duties expressly or impliedly set forth herein.

The By-Laws which govern and control the said corporation are attached hereto and marked Exhibit "D" and by reference made a part hereof.

5. Assessments.

The Board of Directors of the Corporation shall approve and adopt annual budgets in advance for each fiscal year and the budgets shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for insurance for fire and extended coverage, vandalism and malicious mischief, for the Units and the Common Property and public liability insurance for the Common Property, operating expenses, maintenance expenses, manager's apartment expenses and maintenance, repairs, utilities, replacement reserve, and reasonable operating reserve for the Common Property or any other items the Board deems proper. The Budget may provide for no reserves or reserves less adequate than required by law if such lack of reserves is approved by a two-thirds (2/3) vote of the Association members at a duly called meeting of Association members. Failure of the Board to include any item in annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected. The unit owners shall be given 30 days prior written notice of the time and place of the meeting of the Board of Directors which will consider the budget. The meeting shall be open to the unit owners. If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding 115 percent of the assessments for the preceding year, upon written application of 10 percent of the unit owners to the board, the board shall call a special meeting of the unit owners within 30 days upon not less than 10 days' written notice to each unit owner. At the special meeting unit owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority vote of all unit owners. The Board of Directors may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all unit owners in writing, the budget shall be adopted. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, or assessment for betterments to the condominium property, shall be excluded from the computation.

The portion of the total regular annual assessment for each fiscal year which shall be assessed by the Board of Directors against each unit (and the interest in Lot A appurtenant thereto), and all members owning an interest in each Unit shall be as set out on Exhibit "B" hereto. Dollar amounts actually assessed on the foregoing basis may be rounded off to the nearest half dollar or full dollar at the discretion of the Board of Directors.

After adoption of a budget and determination of the annual assessment per Unit, the Board of Directors shall assess such sum by promptly notifying all owners by delivering or mailing notice thereof to the Voting Member representing each Unit at such member's most recent address as shown by the books and records of the Corporation. One-twelfth (1/12) of the annual assessment shall be due and payable in advance to the Corporation on the first day of each month regardless of whether or not members are sent or actually receive a written notice thereof. In addition, the Corporation shall have the power to levy special assessments against each Unit, if necessary, to cover the aforesaid types of expenses and shall have the power to levy other special assessments as provided herein which shall be on a percentage basis as hereinabove provided.

The record owners of each Unit shall be personally liable jointly and severally, to the Corporation for the payment of all assessments, regular or special, made by the Corporation and for all costs of collection of delinquent assessments. In the event assessments against a Unit are not paid within sixty (60) days after their due date, the Corporation may elect to declare all past due installments of maintenance and all installments to become due during the remainder of such fiscal year then due and payable in full, as if such aggregate sum had originally been stipulated to so become due and payable in full, and the corporation shall have the right to foreclose its lien for such assessments.

Assessments that are unpaid for over thirty (30) days after due date shall bear interest at the rate of seventeen percent (17%) per annum until paid.

The Association shall have a lien on each condominium parcel (the term "Condominium Parcel" shall include the condominium unit and the interest in the common elements) for any unpaid assessments and interest thereon, which have been assessed against the unit owner of such condominium parcel. The said lien shall be effective from and after the time of recording in the public records of the county in which the condominium is located, of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the due date, and the said lien shall continue in effect until all sums secured by the lien shall have been fully paid or until barred by Chapter 95, Florida Statutes. All such claims of lien shall be signed and acknowledged by an officer or agent of the Association. Where any such lien shall have been paid in full, the party making payment thereof shall be entitled to receive a satisfaction of such lien in such form that it may be recorded in the public records of said county. Any and all such liens herein provided for shall be subordinate to the lien of mortgage or other lien recorded prior to the time of recording of the claim of lien. The Board of Directors may take such action as they deem necessary to collect assessments by personal action and/or by enforcing and foreclosing said lien and may settle and compromise the same if in the best interests of the Association. The delinquent owner shall pay all costs, including reasonable attorneys' fees, for filing any action or suit enforcing and foreclosing a lien, and the lien shall be deemed to cover and secure such costs and fees. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply as credit against said bid all sums due the Association which are covered by the lien enforced and thus purchase the condominium parcel at the foreclosure sale and to hold, lease, mortgage, and convey it.

As to priority between the lien of a recorded mortgage and the lien for any assessment, the lien for an assessment shall be subordinate and inferior to any recorded institutional first mortgage, regardless when said assessment was due, but not to any other mortgage. For the purpose of this instrument, an "institutional first mortgage" shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association or insurance company authorized to transact business in the State of Florida. Upon the recordation of the Certificate of Title issued pursuant to the foreclosure of an institutional first mortgage, any lien for assessments due and payable prior to such recordation shall be deemed abolished, but the lien for assessments due and payable after the recordation of said Certificate shall not be impaired and shall be effective as to the grantee of such Certificate of Title.

When the mortgagee of an institutional first mortgage of record obtains title to the condominium parcel encumbered by said mortgage as a result of a deed given in lieu of foreclosure,

such acquirer of title and its successors and assigns shall not be liable for the share of common expenses or assessments by the association pertaining to the condominium parcel or chargeable to the former unit owner of the parcel which became due prior to acquisition of title, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of such institutional first mortgage. The unpaid share of common expenses or assessments are common expenses collectible from all of the unit owners including such acquirer, its successors and assigns.

Any person who acquires an interest in a unit, except through foreclosure of "an institutional first mortgage", or a deed in lieu of foreclosure, as set out above, shall be personally liable, and jointly and severally liable with the grantor, for all unpaid assessments up to the time of the transfer of ownership without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. In the event a member exercises his rights of first refusal or redemption, hereinafter provided, said member shall be liable for the unpaid assessments against the Unit and shall have the right to deduct such sums from the first refusal or redemption price paid to the seller or transferor.

Any person purchasing or encumbering a Unit shall have the right to rely upon any statement made in writing by a corporate officer regarding assessments against Units which have already been made and which are due and payable to the Corporation, and the Corporation and the members shall be bound thereby. No action or suit shall be brought to enforce by foreclosure any lien arising under this Declaration after two (2) years from the due date of any assessment therefor.

The Corporation may at the time require owners to maintain a minimum balance on deposit with the Corporation to cover future assessments. Said deposits shall be uniform for all units, in accordance with the proportional amounts set out hereinabove, and shall in no event exceed three (3) months' assessment.

No unit owner may be excused from the payment of his share of the common expenses of a condominium unless all unit owners are like wise proportionately excused from payment, except in the following cases:

(a) Developer is excused from the payment of the share of the common expenses and assessments related to its units for a period of time beginning with the recording of this Declaration of Condominium and terminating no later than the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs. However, the developer must pay the portion of common expenses incurred during that period which exceed the amount assessed against other unit owners.

(b) Developer is excused from the payment of its share of the common expenses which would have been assessed against its units until whichever one of the following conditions first occurs:

- 1) Three (3) years after fifty percent (50%) of the units have been conveyed to purchasers;
- 2) Three (3) months after ninety percent (90%) of the units have been conveyed to purchasers;
- 3) When all of the units have been completed and some of them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business;

- 4) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business;

and during said period of time the Developer hereby guarantees that the assessment for common expenses of the condominium assessed against the individual unit owners and their respective units shall not increase over a total monthly amount of NINETY DOLLARS and 00/100 (\$90.00), and Developer agrees to pay any amount of common expenses incurred during that period and not produced by the assessments at said guaranteed level receivable from other unit owners. Developer may, however, during such period of time, elect to no longer pay any amount of common expenses incurred and not produced by the assessments at the guaranteed level receivable from other unit owners but, rather, pay its share of the common expenses which would be assessed against its units.

When unit owners other than the Developer own 15 percent or more of the units in the condominium that will be operated ultimately by the association, the unit owners other than the developer shall be entitled to elect two members of the Board of Directors of the association. Unit Owners other than the developer are entitled to elect not less than a majority of the members of the Board of Directors of the association:

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business; or

(d) When some of the units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the developer in the ordinary course of business;

whichever first occurs. The Developer is entitled to elect at least one member of the Board of Directors of the association as long as the developer holds for sale in the ordinary course of business, at least five percent of the units in the condominium operated by the association.

Within 60 days after the unit owners other than the developer are entitled to elect a member or members of the Board of Directors of the association, the association shall call, and give not less than 30 days' nor more than 40 days' notice of, a meeting of the unit owners to elect the members of the Board of Directors. The meeting may be called and the notice given by any unit owner if the association fails to do so.

If the developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the developer:

(a) Assessment of the developer as a unit owner for capital improvements.

(b) Any action by the association that would be detrimental to the sales of units by the developer; however, an increase in assessments for common expenses without discrimination against the developer shall not be deemed to be detrimental to the sales of units.

Prior to, or not more than 60 days after, the time that unit owners other than the developer elect a majority of the members of the Board of Directors of the association, the developer shall relinquish control of the association and the unit owners shall accept control. Simultaneously the developer shall deliver to the association all property of the unit owners and of the association held or controlled by the developer, including, but not limited to, the items, if applicable, enumerated in F.S. 718.301 (4) (a) 1. thru 5. (n).

In addition, simultaneously with turning over the management of the condominium project to the owners through their Association, or prior thereto at the Developers option, the Developer shall deliver, and the Association accept delivery of, a General Warranty Deed to Unit B-116 and in consideration therefor the Association shall pay to Developer in cash the sum of \$ 51,960.00 or if a mortgage in like amount shall exist on said unit the sale shall be consummated by an assumption of said mortgage.

6. Sale, Rental, Lease or Transfer.

Prior to the sale, rental, lease or transfer of any interest in a Unit and Lot A to any person, the owner of said Unit shall notify the Board of Directors of the Corporation, in writing, of the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made, and such other information as may be required by the Board of Directors of the Corporation. The term, "transfer," as used herein, shall include any sale, rental, lease or transfer of any nature. Within five (5) days, by majority vote of a committee of three members of the Board of Directors, appointed specifically for this purpose by the President of the Corporation, shall either approve or disapprove of a proposed transfer, in writing, and shall notify the owner of its decision. In the event the committee fails to act or disapproves of the proposed transfer, and if the member still desires to so transfer, he shall, thirty (30) days before such transfer, give written notice to the Secretary of the Corporation of his intention to transfer on a certain date, and the bona fide price and other terms thereof, and the Corporation, through one of its officers, shall promptly notify the members of the date, price and terms. Members shall have the first right over non-members to accept such transfer at the bona fide price and on the terms contained in the notice, provided they so notify the Secretary of the Corporation in writing of acceptance at least ten (10) days before the date of the intended transfer, which information the corporation shall promptly forward to the owner. In the event the member giving notice receives acceptance from more than one member, preference shall first be given to the members owning a Unit contiguous to the Unit being transferred, but if all other conditions are equal, it shall be discretionary with the member giving notice to consummate the transfer with whichever of the accepting members he chooses, and nothing hereinabove shall be construed as precluding a group of members from purchasing a Unit.

In the event the member giving notice receives no written notice from any member accepting his price and terms of the proposed transfer, on or before ten (10) days before the day given in the notice as the day of the transfer, then that member may complete the transfer within a reasonable time of the day and at the price or terms given in his notice, but at no other price or terms without repeating the procedure outlined above. In the event a member makes a transfer without first complying with the terms hereof, any other member shall have the right to redeem from the transferee, subject to termination, according to the provisions hereof. The member's or members' redemption rights

shall be exercised by the member or members reimbursing the transferee for the monies expended and immediately after such reimbursement said transferee shall convey all of his right, title and interest to the member or members making the redemption.

An affidavit of the Secretary of the Corporation stating that the transfer of the Unit and interest in Lot A to certain persons was approved in all respects on a certain date, shall be conclusive evidence of such facts and from the date of approval as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

An affidavit of the Secretary of the Corporation stating that the Board of Directors was given proper notice on a certain date of a proposed transfer, and that the approval committee disapproved or failed to act on such proposed transfer, and that thereafter all the provisions hereof which constitute conditions precedent to a subsequent transfer of a Unit and Lot A interest have been complied with and that the transfer of a particular Unit and Lot A interest to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of those persons' title to the Unit and Lot A interest transferred.

In the case of a particular transfer, unless a suit has been brought to enforce the provisions of this section within one (1) year after the notice to the Board of Directors, said notice date to be established by recorded affidavit of the Secretary or President of the Association, the redemption rights herein afforded the members shall terminate, even if the conditions and terms of this section of the Declaration have not been complied with.

The Board of Directors may promulgate a form of lease agreement; and if so then such form of agreement must be used by all unit owners in so leasing their units. The Board of Directors may also promulgate rules and regulations regarding leasing, including specifically, but not by way of limitation, a minimum term for leases and the frequency of the same.

Notwithstanding anything to the contrary herein, the provisions in this section shall in no way be construed as affecting the rights of an institutional first mortgagee with a recorded institutional first mortgage on any Unit and interest in Lot A, in that the redemption rights as set forth herein shall remain subordinate to any such institutional first mortgage.

Notwithstanding anything to the contrary herein, the provisions of the entire section 6 shall not be applicable to purchases at foreclosures or other judicial sales, to transfer to or from "institutional first mortgagees," transfers from or to the Developer, nor corporate grantee of all property in this condominium, which said grantee shall be considered as Developer as hereinabove set out; nor transfers wherein an officer of the development corporation, acts as agent, or if said Corporation shall be legally dissolved, wherein any one of the developers or a member of the last Board of Directors, their administrators or assigns, is acting as agent. The Developer and institutional first mortgagees shall have the right to transact any business necessary to consummate sales of condominium parcels, including but not limited to the right to maintain models, have signs identifying the condominium property and advertising the sale of condominium parcels, have employees in the offices, models and

recreation building, and other Common Property, and use the common elements, and to show units. Sales office furnishings, the furniture and furnishings in the model apartment, signs, and items pertaining to sales shall not be considered common elements and shall remain the property of the Developer. Further the Developer and its employees shall have the right to exclusive possession of the model apartment and sales office, and developer shall further have the right for any such apartment to remain as a model until such time as all condominium parcels have been sold.

The provisions of this section 6 shall not apply to transfers by a unit owner to any member of his immediate family (viz. spouse, children, parents, grandchildren or grandparents).

An owner of a unit may not transfer his interest in said unit to a purchaser without simultaneously transferring his undivided interest in the Common Property to said purchaser.

The purpose of the covenants in this section is to maintain a congenial residential community, non-transitory in nature, and this covenant shall exist until this Declaration is modified or until the condominium apartment project is terminated as herein-after provided.

7. Maintenance, Alteration, and Improvement.

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

- A. Units. The Association shall maintain, repair and replace at the Association's expense all portions of a unit, except interior surfaces, contributing to the support of the apartment building, which portions shall include, but not be limited to, load-bearing columns and load-bearing walls. The unit owner shall maintain, repair and replace at his expense all portions of his unit except those to be maintained, repaired, and replaced by the Association, as hereinabove set out, including specifically but not by way of limitation, the following: air handling equipment, exhaust fans, dishwasher, disposal, laundry, refrigerator, freezer, oven and stove, whether or not these items are built-in equipment; interior fixtures such as electrical and plumbing fixtures and facilities servicing only a particular unit; floor coverings except the floor slab; and inside paint and other inside wall finishes. A unit owner shall not paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building. A unit owner shall keep all floors in his unit, except bathrooms, kitchen, and foyer, covered with wall to wall carpeting or with floor covering that will not transmit sound. Except as elsewhere provided, neither a unit owner nor the Association shall make any alteration in the portions of a unit that are to be maintained by the association, or remove any portion of them, or make any additions to them, or do anything that would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all units in which the work is to be done and the approval of the Board of Directors, provided however this permission by unit owner does not apply to maintenance by the Association.

recreation building, and other Common Property, and use the common elements, and to show units. Sales office furnishings, the furniture and furnishings in the model apartment, signs, and items pertaining to sales shall not be considered common elements and shall remain the property of the Developer. Further the Developer and its employees shall have the right to exclusive possession of the model apartment and sales office, and developer shall further have the right for any such apartment to remain as a model until such time as all condominium parcels have been sold.

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7. Maintenance, Alteration, and Improvement.

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

- A. Units. The Association shall maintain, repair and replace at the Association's expense all portions of a unit, except interior surfaces, contributing to the support of the apartment building, which portions shall include, but not be limited to, load-bearing columns and load-bearing walls. The unit owner shall maintain, repair and replace at his expense all portions of his unit except those to be maintained, repaired, and replaced by the Association, as hereinabove set out, including specifically but not by way of limitation, the following: air handling equipment, exhaust fans, dishwasher, disposal, laundry, refrigerator, freezer, oven and stove, whether or not these items are built-in equipment; interior fixtures such as electrical and plumbing fixtures and facilities servicing only a particular unit; floor coverings except the floor slab; and inside paint and other inside wall finishes. A unit owner shall not paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building. A unit owner shall keep all floors in his unit, except bathrooms, kitchen, and foyer, covered with wall to wall carpeting or with floor covering that will not transmit sound. Except as elsewhere provided, neither a unit owner nor the Association shall make any alteration in the portions of a unit that are to be maintained by the association, or remove any portion of them, or make any additions to them, or do anything that would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all units in which the work is to be done and the approval of the Board of Directors, provided however this permission by unit owner does not apply to maintenance by the Association.

- B. Common Elements. The maintenance and operation of the common elements shall be the responsibility of the Association and the costs shall be a common expense. The Association also shall maintain all areas leased to it, or purchased by it, for recreational or other purposes whether they are condominium units or are contiguous to the condominium property or not, and whether the Association retains the lease or property in its own name or there are subleases of undivided shares to the unit owners in the condominium.

After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of common elements or acquisition of additional common elements, the special assessment for which shall exceed 1/2 of the current regular annual assessment, without prior approval in writing by the record owners of all of the units; provided, however, that any such alteration or improvement of the common elements or such acquisition of additional common elements bearing the approval in writing of the record owners of not less than 80% of the common elements, and which does not interfere with the rights of any owners without their consent, may be accomplished if the owners who do not approve are relieved from the initial cost of that alteration, improvement or acquisition. The share of any cost not so assessed shall be assessed to the other unit owners in the shares that their shares in the common elements bear to each other. There shall be no change in the shares and rights of a unit owner in the common elements nor in his share of common expenses, whether or not the unit owner contributes to the cost of the alteration, improvement or acquisition.

8. Enforcement of Maintenance.

In the event owners of a Unit fail to maintain it as required herein or make any structural additions or alteration without the required written consent, the Corporation or an owner with an interest in any Unit shall have the right to proceed in a court of equity to seek compliance with the provisions hereof. The Corporation shall have the right to levy at any time special assessment against the owners of the Unit, and the Unit, for the necessary sums to put the improvements within the Unit in good condition and repair or to remove any unauthorized structural addition or alteration. After making such assessment, the Corporation shall have the right to have its employees and agents enter the Unit at any time to do such work as deemed necessary by the Board of Directors of the Corporation to enforce compliance with the provisions hereof.

The Board of Directors of the Corporation may enter into a contract with any firm, person or corporation for the maintenance and repair of the Condominium Property and may join with other condominium corporations in contracting with the same firm, person or corporation for maintenance and repair.

The Corporation shall determine the exterior color scheme of all buildings and shall be responsible for the maintenance thereof and no owner shall paint an exterior wall, door, window, patio or any exterior surface, etc. any time without the written consent of the Corporation.

In the event the Corporation fails to maintain the Common Property, in accordance with its obligations hereunder, any owner of an interest in any Unit, or institutional first mortgagee of a Unit, shall have the right to seek specific performance in a court of equity to compel the Corporation to do so, or in the event of emergency repairs needed to utilities, wall, etc., the owner of an

interest in any Unit may give the corporation twenty-four (24) hours' notice to repair same, and if it is not done, said owner may proceed to contract in his own name to make such repairs and the Corporation shall be obligated to reimburse said owner for the reasonable value of the repairs which were necessary and for which the Corporation has financial responsibility.

9. Obligations of Members.

Every owner of an interest in one of the units shall (in addition to other obligations and duties set out herein):

- (a) Promptly pay the assessments levied by the Corporation.
- (b) Not use or permit the use of his Unit for any purpose other than a single family residence and maintain his Unit in a clean and sanitary manner.
- (c) Not permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit or the Common Property or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his Unit or on the Common Property.
- (d) Conform to and abide by the By-Laws and Uniform Rules and Regulations in regard to the use of Units and Common Property which may be adopted in writing from time to time by the Board of Directors of the Corporation, and to see that all persons using owner's property by, through or under him do likewise.
- (e) Allow the Board of Directors or the agents and employees of the Corporation to enter any Unit for the purpose of maintenance, inspection, repair, replacement of the improvements within Units or the Common Property or in case of emergency threatening Units of the Common Property, to determine compliance with this Declaration and the By-Laws of the Corporation.
- (f) Show no sign, advertisement or notice of any type on the Common Property or his Unit and to erect no exterior antennas and aerials except as provided under uniform regulations promulgated by the Corporation. This sub-paragraph (f) shall not apply to the Developer and/or institutional first mortgagees.

10. Destruction of Improvements and Insurance.

The Corporation shall obtain fire and extended coverage

insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements erected within the condominium, or on property owned by the Association, for the full replacement value and the premium for such coverage and all other insurance deemed desirable by the Corporation shall be assessed against the owners of Units as part of the annual assessment. The Corporation shall annually make a survey and thereby determine replacement costs for insurance purposes for all then existing improvements for the ensuing year. On the basis of said survey, the Corporation shall continue to maintain the necessary fire and extended coverage and vandalism and malicious mischief insurance to assure complete replacement or repair to damaged improvements as hereinabove set forth. The original policy shall be held by the Corporation, with institutional first mortgagees to be named in the policy as their interests may appear, and certification of insurance shall be furnished to them.

In the event a loss occurs to any improvements within any of the Units alone, or in the event that a loss occurs to improvements within any one of the Units and the contiguous Common Property or to improvements within the Common Property alone, payments under the policy shall be made jointly to the Corporation and to the institutional holders of mortgages on Units; and said proceeds shall be expended or disbursed as follows:

(a) All Corporate officers and employees handling funds shall be bonded at least to the full extent of the insurance proceeds and other funds on hand, and all payees shall endorse the insurance company check to the Corporation, the Corporation will promptly contract for the necessary repairs to the improvements within the Common Property and within the damaged Units.

(b) The improvements shall be completely restored and repaired. The Corporation shall negotiate and obtain a contractor willing to do the work on a fixed price basis and shall disburse the insurance proceeds and other funds in accordance with the progress payments contained in the contract between the Corporation and the contractor, which construction contract shall be subject to the written approval of the institutional mortgagee or mortgagees holding a mortgage or mortgages on any damaged individual Unit or Units. However, where the condominium project has been abandoned, as hereinafter provided for, the insurance proceeds shall be disbursed by the Corporation to the owners and mortgagees of the individual Units as their interests appear.

Under all circumstances the Corporation hereby has the authority to act as the agent of all owners for the purpose of compromising or settling insurance claims for damage to improvements within the Units or the Common Property. The Corporation shall also obtain public liability insurance covering all of the common elements included in Lot A and insuring the Corporation and the common owners as its and their interest appear, in the minimum amount of \$300,000.00 to \$500,000.00.

If for some reason the insurance proceeds are insufficient to pay fees, expenses and to make needed repairs, and the Corporation is obligated to make such repairs, the Board of Directors shall assess each owner his pro-rate share of such deficiency according to his percent ownership of Common Elements, with all funds so collected to be deposited the same as if they were insurance proceeds.

11. Termination of the Condominium Project.

At any time when there has been a total loss of the Units and improvements on the Common Property and the members by

majority vote, vote to abandon the condominium project, said project shall be abandoned.

Additionally, at any time upon the written unanimous consent of all Voting Members and all owners and holders of institutional first mortgage liens on any Units, the condominium project may be abandoned for any reason whatsoever, whether or not any destruction to property has occurred.

Immediately after the required vote or consent to terminate, each and every Unit Owner shall immediately convey by Warranty Deed to the Corporation all of said Unit Owner's right, title, and interest to any Unit and to the Common Property, provided the Corporation's officers and employees handling funds have been adequately bonded, and the Corporation or any member shall have a right to enforce such conveyance by specific performance in a court of equity.

The distributive share of each Unit Owner in the net proceeds of sale, though subject to the provisions hereinafter set out shall be as set forth in Exhibit "E", attached hereto, and by this reference made a part hereof.

The provisions hereinabove and hereinafter contained for determining the distributive share of each Unit Owner in the net proceeds of sale will prevail over the provisions in Sections 1. and 5.

Upon the determination of each Unit Owner's share, as above provided for, the Corporation shall pay out of each Unit Owner's share all mortgages and other liens encumbering said Unit in accordance with their priority and, upon such payment being made, all mortgagees and lienors shall execute and record satisfactions or releases of their liens against said Unit or Units regardless of whether the same are paid in full. Thereupon, the Directors of the Corporation shall proceed to liquidate and dissolve the Corporation, and distribute the remaining portion of each distributive share, if any, to the Owner or Owners entitled thereto. If more than one person has an interest in a unit, the Corporation shall pay the remaining distributive share allocable to said Unit to the various owners of each Unit, excepting that if there is a dispute as to the validity, priority or amount of mortgages or liens encumbering a Unit, then payment shall be made to the Owner and/or Owners of such Unit and to the owners and holders of the mortgages and liens encumbering said Unit.

As evidence of the members' resolution to abandon passed by the required vote or written consent of the members, the President and Secretary of the Corporation shall effect and place in the public records of said County, an affidavit stating that such resolution was properly passed or approved by the members and also shall record the written consents, if any, of institutional first mortgagees to such abandonment.

After such an affidavit has been recorded and all owners have conveyed their interest in the condominium parcel to the Corporation and the Corporation to the Purchaser, the title to said property thereafter shall be free and clear from this Declaration of Condominium and all the restrictions, reservations, covenants, conditions and easements set forth herein and the Purchaser and subsequent grantees of any of said property shall receive title to said lands free and clear thereof.

12. Amendment, Invalidation and Operation.

This Declaration of Condominium, its exhibits, and the restrictions, reservations, covenants, conditions and easements

contained herein may be amended by recording such amendment in the public records of said County, signed by all the owners of 80% or more Units and by all owners and holders of first mortgage liens on any Units, except unanimous consent of the owners shall be necessary to change the vote or consent necessary to terminate the condominium project, and further except that, with the consent of all institutional first mortgagees, the Developer reserves the right to amend or annul this Declaration of Condominium and any of its covenants, restrictions, reservations, conditions or easements, until eighty percent (80%) of the units have been sold and titled out to individual purchasers; and further except that the Developer, or if said corporation has been legally dissolved, then any one of its last stockholders of record, or a member of the last Board of Directors, their administrators or assigns must approve in writing any modification or amendment of this Declaration of Condominium or any of its exhibits, until one hundred percent (100%) of the units are sold and titled out to individual purchasers. There shall be attached to, as a cover page, of any Amendment, other than amendments made by the Developer, a certificate of the Association which shall include the recording date identifying the Declaration and shall be executed in the form required for the execution of a deed.

Invalidation of any of these restrictions, reservations, covenants, conditions and easements or any provision contained in this Declaration or in a conveyance of a Unit by the Developer, by judgment, court order, or law shall in nowise affect any of the other provisions which shall remain in full force and effect.

No amendment may change the configuration or size of any condominium unit in any material fashion, materially alter or modify the undivided interest in the common elements appurtenant to the unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus unless the record owner of the unit and all record owners of liens on it join in the execution of the amendment.

The common elements designated by the declaration may be enlarged by an amendment to the declaration. The amendment must describe the interest in the property and must submit the property to the terms of the declaration. The amendment must be approved and executed as provided in this section, it being specifically understood if such an amendment is made to include the manager's apartment mentioned herein above it may be an amendment by the developer. The amendment divests the association of title to the land and vests title in the unit owners as part of the common elements, without naming them and without further conveyance, in the same proportion as the undivided shares in the common elements that are appurtenant to the unit owned by them.

In the event that any court should hereafter determine that any provision as originally drafted herein, violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose measuring lives shall be those of the incorporators of the Corporation.

This Declaration of Condominium and the restrictions, reservations, covenants, conditions and easements contained herein shall be binding upon and inure to the benefit of all unit owners and their grantees, heirs, personal representatives, successors and assigns, and all parties claiming by, through or under any unit owner.

13. Subordination.

No breach of any of the provisions contained herein

shall defeat or adversely affect the lien of any mortgage at any time made in good faith and for a valuable consideration upon said property or any part thereof and made by a Bank, Savings and Loan Association, or Insurance Company authorized to transact business in the State of Florida and engaged in the business of making loans constituting a first lien upon real property, but the rights and remedies herein granted to the Developer, the Corporation, and the Owner or Owners of any part of said condominium, may be enforced against the owner of the portion of said property subject to such mortgage notwithstanding such mortgage. The purchaser at any sale upon foreclosure shall be bound by all of the provisions herein contained, unless said purchaser be an institutional first mortgagee which had a mortgage on said Unit at the time of the institution of said foreclosure action, or the Developer.

14. Limited Common Elements.

There are Limited Common Elements appurtenant to each of the units in this condominium, as shown and reflected by the floor and plot plans, such as patios adjacent to an individual unit. These Limited Common Elements are reserved for the use of the adjacent Units appurtenant thereto to the exclusion of other units, and there shall pass with a unit as appurtenant thereto, the exclusive right to use the Limited Common Elements so appurtenant.

Also, the developer reserves the right to designate individual covered parking spaces for exclusive use of individual unit owners. These spaces, so designated, are hereby made Limited Common Elements. These Limited Common Elements are reserved for the use of the units designated thereon and are appurtenant thereto, to the exclusion of other units, and there shall pass with a unit as appurtenant thereto the exclusive right to use said Limited Common Element so appurtenant.

Expense of maintenance, repair, or replacement related to the patio surface shall be borne by, and assessed against, the individual unit owner entitled to its use. Expense of maintenance, repair, or replacement related to all other Limited Common Elements shall be treated as and paid for as a part of the common expenses of the corporation except, however, the expense of maintenance, repair or replacement made necessary by the act of any unit owner shall be borne by said unit owner.

15. Interpretation.

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

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium.

16. Remedies for Violations.

For violation or breach of any provisions of this Declaration, By-Laws, or Uniform Rules and Regulations promulgated by the Corporation, by a person claiming by, through or under the Developer and by virtue of any judicial proceedings, the Corporation, and the members thereof, or an institutional first mortgagee, or any of them, severally shall have the right to proceed at law for damages or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, or for such other relief as may be appropriate. In addition to the foregoing right, the Corporation shall have the right whenever there shall

have been built within the Condominium any structure which is in violation of this Declaration, to enter upon the property where such violation of the Declaration exists, and summarily abate or remove the same at the expense of the owner; provided, however, the Corporation shall then make the necessary repairs, improvements where such violation occurred, at the expense of the owner, so that the property shall be in the same condition as it was before said violation occurred, and any such entry and abatement or removal shall not be deemed a trespass. Also, in addition to the foregoing rights, the Board of Directors of the Corporation shall have the power, whenever there shall be any violation of said Declaration, By-Laws, or Uniform Rules and Regulations promulgated by the Corporation, to assess a fine against such violator and against each unit in which said violator may own an interest. Such assessment shall be considered a duly promulgated assessment under Section 5 hereinabove and the Association shall have all rights and remedies for collection of the same, as set out in said Section 5, including specifically, but not by way of limitation, the right to accelerate maintenance installments to become due during the remainder of such fiscal year and all lien rights as set out in said Section 5.

The failure promptly to enforce any of the provisions of this Declaration shall not bar their subsequent enforcement. All remedies provided herein are distinct and cumulative to any other right or remedy under this Declaration or afforded by law or equity, and may be exercised concurrently, independently or successively.

17. Modification of First Mortgages.

The first mortgages now encumbering the above described property and recorded amongst the Public Records of Putnam County, Florida in O. R. Book 397, Pages 37 thru 390, are hereby modified to be liens only on the respective condominium unit named in each such mortgage.

18. Sewer Plant Easement.

The Developer, for itself, its successors and assigns, hereby reserves a non-exclusive easement over that portion of the real property covered by this Declaration that is described with particularity in Exhibit "F" attached hereto, and by this reference made a part hereof. This easement shall be for the purpose of allowing Developer, its successors and assigns, to connect to, and thereby use in common with the unit owners in this condominium, the Sewage Treatment Plant located on the land described in said Exhibit "F". In consideration for any said connection or hook-up to, or use of, such Plant, Developer, its successors or assigns, shall pay to Hiawatha Management, Inc., its pro rata share of maintenance and future replacement costs of said Plant, and said Association shall, for unit owners in this condominium, be authorized to collect said monies, which shall be deposited with all other maintenance funds, and enter into any and all agreements regarding the Plant, its use, management and maintenance, with Developer or its successors or assigns.

It is specifically understood, however, that the Developer, its successors or assigns, shall only be allowed the use and benefits of this easement so long as the capacity of the Plant that exist at the time of the recording of this Declaration in the Public Records of the County need not be increased to facilitate such added use in the opinion of all Governmental Bodies having jurisdiction over such Plants, and only so long as it pays its pro-rata share of maintenance and costs set out above.

IN WITNESS WHEREOF, CRESTONE SERVICE CORPORATION has caused these presents to be signed in its name by its Vice-President,

and its corporate seal affixed, attested by its Secretary, the
28th day of December , A.D., 1981.

CRESTONE SERVICE CORPORATION

BY: John L. Mikell
John L. Mikell

As its Vice-President

James H. Millican, Jr.
James H. Millican, Jr.
As its Secretary



STATE OF FLORIDA:

COUNTY OF PUTNAM:

BEFORE ME, the undersigned authority, personally appeared JOHN L. MIKELL and JAMES H. MILLICAN, JR. well known to me to be the Vice-President and Secretary respectively of CRESTONE SERVICE CORPORATION, and that they severally acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal at Palatka, Putnam County, Florida, this 28th day of December , A.D., 1981.

Lynn P. Blauhter
Notary Public - State of Florida

MY COMMISSION EXPIRES: NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Oct. 19, 1984

(Notary Seal)

C O N S E N T

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF PUTNAM COUNTY, a corporation organized and existing under the laws of the United States of America, of Palatka, Florida, by causing these presents to be signed in its name by its President and ~~Assistant~~ Secretary, and affixing its corporate seal this 28th day of December , A.D., 1981, does hereby consent to the above and foregoing Declaration, the submission of the lands described herein to the condominium form of ownership, and agrees that its mortgages are hereby modified as set out in paragraph 17 hereinabove.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF PUTNAM

(Corporate Seal)

BY: John L. Mikell
John L. Mikell

As its President

ATTEST:

Herbert A. Wilson
Herbert A. Wilson

As Its Secretary

STATE OF FLORIDA:

COUNTY OF PUTNAM:

BEFORE ME, the undersigned authority, personally appeared JOHN L. MIKELL and HERBERT A. WILSON, well known to me to be the President and Secretary respectively of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF PUTNAM COUNTY, and that they severally acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal at Palatka, Putnam County, Florida, this 28th day of December, A.D., 1981.

Lynne C. Slaughter
Notary Public - State of Florida



MY COMMISSION EXPIRES: NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Oct. 19, 1984

OFFICIAL RECORDS

BOOK 414 P. 1610

A tract of land situated in the Elihu Woodruff Grant, Section 38, Township 10 South, Range 27 East, being a part of lands described in Deed Book 130, page 485 of the public records of Putnam County, Florida, and being more particularly described as follows:

Beginning at a concrete monument at the Northwesterly corner of lands described in O.R. Book 298, page 1678 of said public records and (1) run thence Southerly, along call #6 of said lands, a distance of 485.0 feet, more or less, to the waters of the St. Johns River, passing through a concrete monument set at a distance of 450.0 feet. Return to the point of beginning and (2) run thence Westerly, along line #10 of lands described in Deed Book 237, page 578 of said public records, a distance of 37.06 feet to a concrete monument at the Westerly end of call #10 of said lands. (3) Thence Northerly, along line #5 of said lands, a distance of 124.3 feet to a cross cut on the Southerly curb of a 16.0 ft. brick roadway at the Northerly end of line #5. (4) Thence Westerly, along the Southerly line of said brick road, being along line #4 of lands described in Deed Book 237, page 578 and on a Westerly projection of said line, a distance of 492.0 feet, more or less, to intersect with a Northerly projection of the Easterly line of lands EXCEPTED in lands described in O.R. Book 78, page 700 of said public records. (5) Thence Southerly, along said Northerly projection, a distance of 311.1 feet, more or less, to a concrete monument at the Northeasterly corner of said excepted lands. (6) Continue Southerly, on a deflection angle left of $4^{\circ}17'20''$, from the Easterly line of said excepted lands, a distance of 200.5 feet, more or less, to the waters of the St. Johns River. (7) Thence Northeasterly and Easterly, meandering said waters, a distance of 625.0 feet, more or less, to the Southerly end of call (1) and to close.

TOGETHER WITH all rights of accretion, littoral or riparian rights appertaining thereto.

TOGETHER WITH an easement for ingress, egress and utilities over that certain brick road set forth in lands described in Deed Book 237, page 578 and extended Westerly to the Northwest corner of the above described lands, which easement to be used in common with the Grantors, their heirs and assigns.

TOGETHER WITH all of the right, title and interest of the Grantors in and to those easements described in O.R. Book 357, page 124 et. seq., the effect being to prohibit the Grantors from using said easement except as they overlap the above described brick road.

TOGETHER WITH easement described in O.R. Book 444, Page 1082 of the Public Records of Putnam County, Florida.

All book and page references are to the Public Records of Putnam County, Florida.

OFFICIAL RECORDS

BULK 414 PAGE 1611

Proportionate Undivided
Share In the Common
Elements, Proportionate
Share of Common Expenses,
and Proportionate Owner-
ships of Common Surplus

Unit Number

A-101 thru A-103

A-201 thru A-203

B-104 thru B-119

B-127 thru B-142

C-120 thru C-126

C-220 thru C-226

D-143 thru D-148

1/58th

State of Florida



Department of State

OFFICIAL RECORDS

BOOK 414 PAGE 1612

I certify that the attached is a true and correct copy of the Articles of Incorporation of HIAWATHA MANAGEMENT, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on March 16, 1981, as shown by the records of this office.

The charter number for this corporation is 756786.



CER 101 Rev. 12-80

Exhibit "C"

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
18th day of March, 1981.

A handwritten signature in black ink, appearing to be "J. L. ...", written over a faint circular stamp.

Secretary of State

FILED
MAR 16 10 48 AM '81
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
HIAWATHA MANAGEMENT, INC.
(Non-Profit Corporation)

ARTICLE I

Name and Location

Section 1. The name of this corporation shall be Hiawatha Management, Inc., a Condominium, and the principal office shall be in Putnam County, Florida. The address of the corporation is Old Hart Point Brick Road, East Palatka, Florida 32031.

ARTICLE II

Purposes

Section 1. The purposes for which this corporation is formed are as follows:

A. To perform all of the acts and duties as are normally performed by an apartment complex manager, as to the property included in the Declaration of Condominium covering The Hiawatha, a Condominium, Putnam County, Florida, the real property included in said Condominium being more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, and such acts and duties shall include, but are not limited to, the following:

- (1) To establish and collect assessments from the members for the purpose of operating, maintaining, repairing, improving, and administering said property and each member's interest in that property, and to collect and enforce liens for such assessments, by suit if necessary.
- (2) To provide from the proceeds of the assessments for the operation, administration, maintenance, repair, improvement, replacement, insurance and utilities for said property and to purchase and maintain such personal property for the condominium.

B. To carry out the obligations and duties required of the corporation and accept the benefits and privileges conferred upon it by the said Declaration of Condominium, and to receive the rights given the corporation by that Declaration or by separate conveyance.

C. To accomplish the foregoing purposes, the corporation shall have all corporate powers permitted under Florida law, and particularly but not by way of limitation Section 718.111, Florida Statutes (1980).

D. To hold membership in other non-profit corporations organized to operate and maintain recreational areas and access roads.

E. To maintain a class action for the benefit of the unit owners as well as act as representative of the unit owners with reference to litigation and disputes involving matters for which the corporation could bring a class action.

Section 2. The corporation shall have a lien on all family units to guarantee performance for the payment of all charges and the performance of all covenants under the terms and conditions of these Articles of Incorporation and the Bylaws.

ARTICLE III

Qualification of Members and Manner of Their Admission

Section 1. All persons owning a vested present interest, evidenced by the recordation of a proper instrument in the public records of said County, wherein the said Declaration of Condominium is recorded, in the fee title to any one of the units in said condominium, shall automatically be members and their membership shall automatically terminate when they no longer own such interest.

Section 2. Owners of each unit shall collectively be entitled to one (1) vote, except where a condominium unit is owned by the managing corporation, no vote shall be allocated for such condominium unit.

ARTICLE IV

Term of Existence

Section 1. This corporation shall have perpetual existence.

ARTICLE V

Names and Residences of Subscribers

<u>Name</u>	<u>Residence</u>
Mr. James H. Millican, Jr.	110 St. Johns Terrace, East Palatka, Florida 32031
Mr. William G. Haile	Route 2, Box 371 D St. Augustine, Florida 32084
Mrs. Eula R. Hammond	Esperanza Shores East Palatka, Florida 32031

ARTICLE VI

Management and Time of Election

Section 1. The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of five (5) members.

Section 2. Directors shall be elected by the Voting Members in accordance with the Bylaws at the regular annual meeting of the membership of the corporation to be held at 7:00 p.m. on the second Monday in February in each year. Directors shall be elected to serve for a term of one (1) year. In the event of a vacancy, the elected Directors may appoint an additional director to serve the balance of said year.

Section 3. All officers shall be elected by the Board of Directors in accordance with the Bylaws at the regular annual meeting of the Board of Directors on the second Monday in February in each year, to be held immediately following the annual meeting of the membership. The Board of Directors shall elect from among the members a President, Vice-President, Secretary-Treasurer and such other officers as it shall deem desirable.

ARTICLE VII

Names of Officers

Section 1. The names of the officers who shall serve until the first election are as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Mr. James H. Millican, Jr.	110 St. Johns Terrace East Palatka, Florida 32031
Vice President	Mr. William G. Haile	Rt. 2 Box 371 D St. Augustine, Florida 32084
Secretary- Treasurer	Mrs. Eula R. Hammond	Esperanza Shores East Palatka, Florida 32031

ARTICLE VIII

Board of Directors

Section 1. The following five (5) persons shall constitute the first Board of Directors.

<u>Name</u>	<u>Residence</u>
Mr. James H. Millican, Jr.	110 St. Johns Terrace East Palatka, Florida 32031
Mr. William G. Haile	Rt. 2, Box 371D, St. Augustine, Florida 32084
Mrs. Eula R. Hammond	Esperanza Shores, E. Palatka, Fla.
Mr. Howard Gardner, Jr.	Moritani Point, E. Palatka, Fla. 32031
Mr. Herbert W. Wilson	Mulholland Park, Palatka, Fla. 32077

ARTICLE IX

Bylaws

Section 1. Bylaws for the corporation shall be initially adopted by the First Board of Directors set out in Article VIII above, of the corporation; during the first year of existence of the corporation, the Board of Directors shall have the power and authority to alter and amend the Bylaws by a majority vote of such Board; thereafter, the Bylaws of this corporation may be made, altered, amended, or rescinded as set out in said Bylaws.

ARTICLE X

Amendment to Articles of Incorporation

Section 1. These Articles of Incorporation may only be amended by a majority vote of the members of the First Board

of Directors, set out in Article VIII above, of the corporation for the first year of existence of the corporation; thereafter, any ten (10) members of the corporation may propose amendments to the Articles of Incorporation, provided, however, that an affirmative vote of eighty per cent (80%) of the qualified Voting Members of the corporation shall be necessary to adopt such proposed amendments.

ARTICLE XI

There shall be no dividends paid to any of the members nor shall any part of the income of the corporation be distributed to its Board of Directors or officers. The corporation may pay compensation in a reasonable amount to its members, directors and officers for services rendered, may confer benefits upon its members in conformity with its purposes and, upon dissolution or final liquidation, may make distributions to its members as permitted by the Court having jurisdiction thereof; and no such payment, benefit or distribution shall be deemed to be a dividend or a distribution of income.

WITNESS the hands and seals of the incorporators in the aforementioned County, State of Florida, this 17th day of February, A.D., 19 81.

James H. Millican, Jr. (SEAL)
James H. Millican, Jr.
William G. Haile (SEAL)
William G. Haile
Eula R. Hammond (SEAL)
Eula R. Hammond

STATE OF FLORIDA
COUNTY OF Putnam


BEFORE ME, the undersigned authority, personally appeared James H. Millican, Jr., William G. Haile & Eula R. Hammond, to me well known to be the subscriber(s) to the foregoing Articles of Incorporation of Hiawatha Management, Inc.

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who being by me first duly sworn, acknowledged that they signed the same for the purposes therein expressed.

WITNESS my hand and seal in the County and State aforesaid, this 17th day of February, A.D., 1981.


Notary Public - State of Florida

(Notary Seal)

My Commission Expires:

FLORIDA STATE OF FLORIDA
NOTARY PUBLIC

A tract of land situated in the Elihu Woodruff Grant, Section 38, Township 10 South, Range 27 East, being a part of lands described in Deed Book 130, page 485 of the public records of Putnam County, Florida, and being more particularly described as follows:

Beginning at a concrete monument at the Northwestern corner of lands described in O.R. Book 298, page 1678 of said public records and (1) run thence Southerly, along call #6 of said lands, a distance of 485.0 feet, more or less, to the waters of the St. Johns River, passing through a concrete monument set at a distance of 450.0 feet. Return to the point of beginning and (2) run thence Westerly, along line #10 of lands described in Deed Book 237, page 578 of said public records, a distance of 37.06 feet to a concrete monument at the Westerly end of call #10 of said lands. (3) Thence Northerly, along line #5 of said lands, a distance of 124.3 feet to a cross cut on the Southerly curb of a 16.0 ft. brick roadway at the Northerly end of line #5. (4) Thence Westerly, along the Southerly line of said brick road, being along line #4 of lands described in Deed Book 237, page 578 and on a westerly projection of said line, a distance of 492.0 feet, more or less, to intersect with a Northerly projection of the Easterly line of lands EXCEPTED in lands described in O.R. Book 78, page 700 of said public records. (5) Thence Southerly, along said Northerly projection, a distance of 311.1 feet, more or less, to a concrete monument at the Northeastly corner of said excepted lands. (6) Continue Southerly, on a deflection angle left of $4^{\circ}17'20''$, from the Easterly line of said excepted lands, a distance of 200.5 feet, more or less, to the waters of the St. Johns River. (7) Thence Northeastly and Easterly, meandering said waters, a distance of 625.0 feet, more or less, to the Southerly end of call (1) and to close.

TOGETHER WITH all rights of accretion, littoral or riparian rights appertaining thereto.

TOGETHER WITH an easement for ingress, egress and utilities over that certain brick road set forth in lands described in Deed Book 237, page 578 and extended Westerly to the Northwest corner of the above described lands, which easement to be used in common with the Grantors, their heirs and assigns.

TOGETHER WITH all of the right, title and interest of the Grantors in and to those easements described in O.R. Book 357, page 124 et seq., the effect being to prohibit the Grantors from using said easement except as they overlap the above described brick road.

All book and page references are to the Public Records of Putnam County, Florida.

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FILED

MAR 16 10 48 AM '48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR THE SERVICE OF PROCESS WITHIN THIS STATE OF FLORIDA
AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

First - - That Hiawatha Management, Inc.

desiring to organize under the laws of the State of Florida
with its principal office, as indicated in the Articles of Incorporation at City of East Palatka, County of Putnam,
State of Florida, has named James H. Millican, Jr.
located at Old Hart Point Brick Road
(street address and number of building)
Post Office Box address not acceptable
City of East Palatka, County of Putnam
State of Florida, as its agent to accept service of process within this state.

ACKNOWLEDGEMENT: (Must be signed by designated agent)

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

By:

James H. Millican, Jr.
James H. Millican, Jr.
(Resident Agent)

BY-LAWS
OF
HIAWATHA MANAGEMENT, INC.
(A Florida Non-Profit Corporation)

ARTICLE I

General

Section 1. The name of the corporation shall be Hiawatha Management, Inc., a Florida Non-Profit Corporation.

Section 2. The principal office shall be located at Old Hart Point Brick Road, E. Palatka, Fla. 32031, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Other offices for the transaction of business shall be located at such places as the Board of Directors may from time to time determine.

Section 4. Whenever required, the masculine shall include the feminine and/or neuter and the singular shall include the plural.

ARTICLE II

Membership

Section 1. This corporation has been organized for the purpose of operating a condominium complex which will be known as The Hiawatha, a Condominium.

Section 2. All owners of units in said condominium shall automatically become members of this corporation upon acquisition of the ownership interest, with the approval of the Board of Directors of the corporation, as provided in the Declaration of Condominium for said condominium, hereinafter called Declaration of Condominium.

Section 3. In the event of dissolution of the corporation for any cause, members in good standing at the time of such dissolution shall be entitled to participate, to the extent of their ownership interest, in said Condominium, all as provided for in the Declaration of Condominium.

Section 4. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws, the Charter of the Corporation operating the project, and the Declaration of Condominium, in connection therewith. The mere acquisition or rental of any of the family units of the project or the mere act of occupancy of any of said units will signify that these By-Laws, Charter provisions and regulations in the Declaration of Condominium, are accepted, ratified and will be complied with.

ARTICLE III

Meetings of Members

Section 1. The annual meeting of the members shall be held at 7:00 P.M. on the second Monday in February of each year. If such date is a legal holiday, then the meeting shall be held

on the next regular business day. At each annual meeting, the members shall elect a board of directors and transact any other business which may properly come before it. Such meeting shall be held at the principal office of the corporation or at such other place as is stated in the notice of such annual meeting.

Section 2. It shall be the duty of the President to call a special meeting of the owners at any time as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners being presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the votes present, either in person or by proxy. Such meeting shall be held at the principal office of the corporation or at such other place as is stated in the notice of such special meeting.

Section 3. Written notice of the time and place of all annual and special meetings shall be mailed by the Secretary to each member not less than fifteen (15) days before the date of the meeting and posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the meeting. Unless a unit owner waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each unit owner and the post office certificate of mailing shall be retained as proof of such mailing.

Section 4. The President or, in his absence, the Vice President shall preside at all such meetings.

Section 5. At every such meeting the owners of each unit shall be entitled to cast one (1) vote collectively for each unit owned. If a unit is held jointly by more than one owner, the joint owners shall file with the Secretary of the corporation before each meeting the name of the joint owner authorized to cast the vote for the unit. Votes may be cast either in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary and by him entered of record in the Minutes of the meeting. A proxy may be given only to another member of the corporation. Any proxy given shall be effective only for the specific meeting or which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it.

Section 6. A quorum for the transaction of business at any such meeting shall consist of a majority of the membership interests of the corporation, but the members present at any meeting, though less than a quorum, may adjourn the meeting to a future time not more than forty-eight (48) hours from the time the original meeting was called. When a quorum is present at any meeting, the holders of a majority of the voting rights present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by express provision of Florida law, the Declaration of Condominium or the By-Laws a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 7. A complete list of the members entitled to vote at each annual or special meeting of the membership shall be furnished and certified by the Secretary of the corporation and such list shall indicate the number of votes of each member. Only those persons whose names appear on such certified list shall be entitled to vote in person or by proxy at such meeting.

ARTICLE IVBoard of Directors

Section 1. The business and property of the corporation shall be managed by a Board of five (5) directors.

Section 2. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a majority vote of the owners shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 3. The annual meeting of the directors shall be held at the same place as the members' meeting and immediately after the adjournment of same.

Section 4. Special meetings of the directors may be held at such time and place as the directors may designate. Such meetings may be called by the President or by the Vice President in the absence of the President or by any two members of the Board.

Section 5. Notice for any regular meeting shall be given to each director, personally or by mail, telephone, or telegraph, at least ten (10) days prior to the day named for such meeting and personally or by mail, telephone, or telegraph, at least three (3) days prior to the day named for such meeting in the case of special meetings. Adequate notice of all meetings shall be posted conspicuously on the condominium property at least forty-eight (48) hours in advance, except in an emergency and meetings of the Board shall be open to all unit owners. The notice for any special meeting shall state the meeting time, place and purpose of the meeting. Notice of any meeting where assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

Section 6. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 7. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 8. The directors shall elect the officers of the corporation at the directors' meeting following each annual meeting of the members of the corporation. All officers shall be elected by the directors from their own members of the Board of Directors. An officer may be removed at any time by a majority vote of the full Board of Directors.

Section 9. Directors or officers shall receive no compensation for their services in such capacity, but a director or officer shall not be precluded from receiving compensation for any services rendered to the corporation in another capacity.

Section 10. The Board of Directors shall prepare a proposed annual budget in advance for the coming fiscal year showing anticipated income and operating expenses (including reasonable reserve), a copy of which proposed budget shall be mailed to each member at least thirty (30) days prior to the Board meeting at which it will be considered for adoption. The unit owners shall be given at least thirty (30) days prior written notice of this meeting of the Board of Directors which shall include the time, place, and purpose of the meeting and such copy of the proposed budget. This meeting shall be open to the unit owners. If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding 115 percent of the assessments for the preceding year, upon written application of ten percent (10%) of the unit owners to the Board, the Board shall call a special meeting of the unit owners within thirty (30) days upon not less than ten (10) days' written notice to each unit owner. At the special meeting unit owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority vote of all unit owners. The Board of Directors may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all unit owners in writing, the budget shall be adopted. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, or assessment for betterments to the condominium property, shall be excluded from the computation. However, as long as the developer is in control of the board of administration, the Board shall not impose an assessment for any year greater than 115 percent of the prior fiscal or calendar year's assessment without approval of a majority of all unit owners.

Section 11. At any regular or special meeting of the members duly called, any one or more of the Directors may be removed with or without cause by the vote of, or an agreement in writing of, a majority of the owners and a successor may then and there be elected to fill the vacancy thus created for the remainder of the term of said removed Director. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by ten (10%) percent of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.

Section 12. The directors shall have whatever other power and authority as is granted to them by the Declaration of Condominium and the laws of Florida.

ARTICLE V

Officers

Section 1. The principal officers of this corporation shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors, and shall hold office until their successors are duly elected and qualified. No person may hold two offices simultaneously, except the offices of Secretary and Treasurer may be held simultaneously by one individual. The Directors may also elect an assistant Treasurer and

an assistant Secretary, and such other officers as in their judgment may be necessary. The officers of the Association shall be elected annually by the Board of Directors, at the organization meeting of each new Board, and shall hold office at the pleasure of the Board.

Section 2. The President shall preside at all Directors' and Members' meetings and shall have general supervision over the other offices. He shall execute all contracts, agreements, and obligations of the corporation, except, however, as such authority may be otherwise delegated by resolution of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of a Corporation, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 3. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 4. The Secretary shall issue notice of all Directors' and Members' meetings and shall attend and keep the minutes of same retaining said minutes for a period of not less than seven (7) years, shall have charge of all corporate books, records and papers, shall be custodian of the corporate seal, and shall perform all such other duties as are incident to his office.

Section 5. The Treasurer shall have custody of all money and securities of the corporation and shall give bond in such sum and with sureties as the directors may require, conditioned upon the faithful performance of the duties of his office. He shall keep regular books of account and shall submit them, together with all his vouchers, receipts, records and other papers to the directors for their examination and approval as often as they may require; he shall deposit all monies and other valuable effects in the name of and to the credit of the corporation in such depositories as may be designated by the Board of Directors and shall disburse the funds of the corporation as ordered by the Board, and shall perform all such other duties as are incident to his office.

ARTICLE VI

Inspection of Books and Accounts

Section 1. The books, accounts and records of the corporation shall be open to inspection by any member of the Board of Directors at all times. Members of the corporation or their authorized representatives shall have the right to inspect the records and books of accounts of the corporation at all reasonable times and written summaries of them shall be supplied at least annually to members or their authorized representatives. Failure to permit inspection of the association's accounting records by unit owners or their authorized representatives entitle any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the books and records who, directly or indirectly, knowingly denies access to the books and records for inspection. The records shall include, but are not limited to:

(a) A record of all receipts and expenditures.

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

ARTICLE VII

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Fiscal Year

Section 1. The fiscal year shall be a calendar year.

ARTICLE VIIIManagement, Operating and Maintenance

Section 1. The Board of Directors shall maintain, operate and manage the condominium named hereinabove, in accordance with the provisions of the Declaration of Condominium and the Articles of Incorporation and the By-Laws of this corporation, and in furtherance of such duty, the Board shall have the authority:

- (a) To exercise complete and exclusive control and management of the units and common areas located on the aforementioned real estate, including the ownership, use, occupancy and transfer of such units, provided however, no fee shall be charged in connection with a transfer, sale or approval in excess of expenditures reasonably required for the transfer or sale, and this expense shall not exceed \$50.00. No charge shall be made in connection with an extension or renewal of a lease;
- (b) To make payment of insurance premiums, repair, management expenses and all other necessary and/or proper operating expenses of the condominium complex;
- (c) To care for and preserve the improvements located on the aforementioned real estate (other than the interior of any unit and the equipment therein which are to be maintained by the individual unit owners);
- (d) To purchase any supplies, equipment or other property needed for such maintenance of the improvements located on the aforementioned real estate (excluding interiors of units);
- (e) To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damage for violation of these By-Laws, the Articles of Incorporation or the Declaration of Condominium;
- (f) To contract for the maintenance and management of the condominium and authorize the management agent to assist the association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the common elements. The association shall, however, retain at all times the powers and duties granted them by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the association.
- (g) To care for, preserve, maintain, repair, manage, operate and do all other things necessary in connection with the Sewer Plant and its use by entities other than this association and the owners of this Condominium. In pursuance of these duties to enter into contracts, agreements and easements relating to said Plant with other entities, whether the same be for service, maintenance, use thereof or any other purpose in connection therewith, including specifically but not by way of limitation the expending or collecting of monies.
- (h) To adopt and amend House Rules and to do any other act or thing necessary or proper to carry out the purposes of the Articles of Incorporation, By-Laws and Declaration of Condominium.

Section 2. After adoption of a budget and determination of the annual assessment per Unit, the Board of Directors shall assess such sum by promptly notifying all owners by delivering or mailing

notice thereof to the Voting Member representing each Unit as such member's most recent address as shown by the books and records of the Corporation. One-Twelfth (1/12) of the annual assessment shall be due and payable in advance to the Corporation on the first day of each month regardless of whether or not members are sent or actually receive a written notice thereof. In addition, the Corporation shall have the power to levy special assessments against each Unit, if necessary, to cover the aforesaid types of expenses and shall have the power to levy other special assessments as provided in the Declaration of Condominium which shall be on a proportional basis as therein provided.

The record owners of each Unit shall be personally liable jointly and severally, to the Corporation for the payment of all assessments, regular or special, made by the Corporation and for all costs of collection of delinquent assessments. In the event assessments against a Unit are not paid within sixty (60) days after their due date, the Corporation may elect to declare all past due installments of maintenance and all installments to become due during the remainder of such fiscal year then due and payable in full, as if such aggregate sum had originally been stipulated to so become due and payable in full, and the corporation shall have the right to foreclose its lien for such assessments.

Assessments that are unpaid for over thirty (30) days after due date shall bear interest at the rate of seventeen percent (17%) per annum until paid.

Section 3. Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender. All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, lamps and other accessories belonging to the unit area shall be at the owner's expense. An owner shall be assessed by the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault or his family, tenants, guest and/or invitees fault, and the same shall be a lien against the unit of such owner and may be enforced as other liens provided for in the Declaration of Condominium.

Section 4. All units shall be utilized for residential purposes only by the owner, members of his immediate family, guests and authorized tenants. An owner, other than the Developer, shall not make structural modifications or alternations in his Unit or installations located therein without previously notifying the Association in writing, through the President of the Board of Directors and securing permission from the President to so modify or alter his unit. The President shall have the obligation to answer within ten (10) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration. If the President rejects the proposed alteration or modification, the owner may appeal to the Board of Directors who shall approve or disapprove said alteration or modification by a majority vote.

Section 5. An owner shall not place or cause to be placed in the lobbies, vestibules, stairways, and other project areas and facilities of similar nature, both common and limited, any furniture, packages, or objects of any kind. Such areas shall be used for no other reason than for normal transit through them.

Section 6. Each owner hereby grants the right of entry to the manager or to any other persons authorized by the Board of Directors of the Association in case of emergency originating in or threatening his unit, whether the owner is present at the time or not. An owner shall permit representatives of the Association when so required, to enter his unit for the purpose of performing installations, alteration, or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such

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entry is at a time convenient to the owner, in case of an emergency, such right of entry shall be immediate.

ARTICLE IX

Seal

Section 1. The Board of Directors shall adopt a seal for the corporation.

ARTICLE X

Other Duties of Members and Rules of Conduct

Section 1. No resident of the project shall post any advertisements, or posters of any kind in or on the project except as authorized by a majority of the Board of Directors.

Section 2. Residents shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, and amplifiers that may disturb other residents. There shall be no pets on the condominium property outside of canaries, parrots and parakeets. This prohibition includes animals, including specifically but not by way of limitation, horses, cows and other livestock.

Section 3. It is prohibited to hang garments, rugs, etc. from the windows or from any of the facades of the project. It is prohibited to dust rugs, etc., from windows or balconies or to clean rugs, etc., by beating on the exterior part of the project.

Section 4. It is prohibited to throw garbage or trash outside the disposal installation provided for such purposes in the service areas.

Section 5. No owner, resident or Lessee shall install wiring for electrical or telephone installations nor shall he install any type of television antenna, citizens band home base antenna, machine or air conditioning units, etc., on the exterior of the project or that protrude through the walls or the roof of the project except as authorized by the Board of Directors.

Section 6. No repair other than emergency and immediate repair may be performed on any vehicle on the condominium property.

Section 7. No trucks, commercial vehicles, recreational vehicles, Motorcycles, mopeds, mini-bikes (or the like), boats, boat trailers, or trailers of any type, shall be parked on the common property by residents or their guests, except on a temporary basis and as may be allowed by Rules and Regulations promulgated by the Board of Directors of the Association.

Amendments

Section 1. An amendment to these By-Laws may be adopted by an affirmative vote of eighty percent (80%) of the qualified voting members of the corporation. An amendment may be proposed by any ten (10) members of the corporation at any annual meeting of the membership or at a special meeting called for that purpose with notice clearly setting forth the full text of proposed amendment. No By-Law shall be revised or amended by reference to its title or number only. Nonmaterial errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment. Any adopted amendment shall be recorded in the Public Records of the aforesaid County.

ARTICLE XII

General Provisions

Section 1. Indemnification of Board Members and Officers.
 Each Board member and officer of the corporation and each former Board member and officer of the corporation shall be indemnified by the corporation against the costs and expenses reasonably incurred by him in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which he is or may be made a party by reason of his being or having been such Board member or officer of the corporation (whether or not he is a Board member or officer at the time of incurring such costs and expenses), except with respect to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for misconduct or negligence in the performance of his duty as such Board member or officer. In case of the settlement of any action, suit or proceeding to which any Board member or officer of the corporation or any former Board member or officer of the corporation is made a party or which may be threatened to be brought against him by reason of his being or having been a Board member or officer of the corporation, he shall be indemnified by the corporation against the costs and expenses, including the cost of settlement reasonably incurred by him in connection with such action, suit or proceeding (whether or not he is a Board member or officer at the time of incurring such costs and expenses), if (A) the corporation shall be advised by independent counsel that such Board member or officer did not misconduct himself or was not negligent in the performance of his duty as such Board member or officer with respect to the matters covered by such action, suit or proceeding, and that if this action, suit or proceeding were carried to a final adjudication in their favor it could reasonably be expected to exceed the amount of costs and expenses to be reimbursed to such Board members and officers as a result of such settlement, or (B) corporation members entitled to exercise a majority of the voting power shall, by vote at any annual or special meeting of the corporation, approve such settlement and the reimbursement to such Board member or officer of such costs and expenses. The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representatives of each such Board member or officer and shall not be exclusive of other rights to which any Board member or officer may be entitled as a matter of law or under the Declaration, any vote of corporation members or by virtue of any agreement.

Section 2. An owner who mortgages his unit shall notify the Association, through the President of the Board of Directors of the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units". The Association shall at the request of a mortgagee, report any unpaid assessment due from the owner of such unit, however, any lien resulting from such unpaid assessment shall always be considered inferior and subordinate to the lien of said mortgagee.

Section 3. In case any of these By-Laws conflict with the other provisions of the Declaration of Condominium, it is hereby agreed and accepted that such other provisions of the Declaration of Condominium, will control.

IN WITNESS WHEREOF, we, the first Board of Directors of Hiawatha Management, Inc., a Florida Non-Profit Corporation, have adopted the foregoing By-Laws this 23rd day of March, A.D., 1981.

Lynne C. Haugter
Laura S. N. Kay

James H. Milligan
 James H. Milligan, Jr.
William C. Haile
 William C. Haile
Eula R. Hammond
 Eula R. Hammond
Howard Gardner, Jr.
 Howard Gardner, Jr.
Herbert A. Wilson
 Herbert A. Wilson

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<u>UNIT NUMBER</u>	<u>DISTRIBUTIVE SHARE</u>
A-101	.0184766
A-102	.0184766
A-103	.0184766
A-201	.0184766
A-202	.0184766
A-203	.0184766
B-104	.0172279
B-105	.0168434
B-106	.0168434
B-107	.0174776
B-108	.0167186
B-109	.0167186
B-110	.0167186
B-111	.0172279
B-112	.0164688
B-113	.0164688
B-114	.0164688
B-115	.0169783
B-116	.0162190
B-117	.0162190
B-118	.0162190
B-119	.0167286
B-127	.0167286
B-128	.0162190
B-129	.0162190
B-130	.0162190
B-131	.0169783
B-132	.0164688
B-133	.0164688
B-134	.0164688

OFFICE RECORDS

BOOK 414 PAGE 1631

<u>UNIT NUMBER</u>	<u>DISTRIBUTIVE SHARE</u>
B-135	.0167286
B-136	.0167186
B-137	.0167186
B-138	.0167186
B-139	.0169783
B-140	.0168434
B-141	.0168434
B-142	.0172279
C-120	.0159793
C-121	.0157296
C-122	.0157296
C-123	.0157296
C-124	.0157296
C-125	.0157296
C-126	.0159793
C-220	.0159793
C-221	.0157296
C-222	.0157296
C-223	.0157296
C-224	.0157296
C-225	.0157296
C-226	.0159793
D-143	.0224720
D-144	.0222223
D-145	.0222223
D-146	.0222223
D-147	.0222223
D-148	.0224720

OFFICIAL RECORDS

BOOK 414 PAGE 1632

Commencing at a concrete monument at the Northwestern corner of lands described in O.R. Book 298, page 1678 of the public records of Putnam County, Florida and run thence $S1^{\circ}34'15''E$, along call #6 of said lands, a distance of 30.24 feet to the point of beginning of this description. From point of beginning (1) continue $S1^{\circ}34'15''E$, along call #6 of said lands, a distance of 106.0 feet. Return to the point of beginning and (2) run thence $S81^{\circ}15'30''W$, parallel with line #10 of lands described in Deed Book 237, page 578 of said public records, a distance of 16.80 feet to the P.C. of a curve, concave to the Southeast, having a radius of 19.25 feet and a central angle of $90^{\circ}00'$. (3) Thence along said curve, an arc distance of 30.24 feet to the P.T. of said curve. (4) Thence run $S8^{\circ}44'30''E$, on a Southerly projection of the tangent of said curve, a distance of 78.64 feet to the P.C. of a curve, concave to the Northeast, having a radius of 5.0 feet and a central angle of $82^{\circ}49'45''$. (5) Thence along said curve, an arc distance of 7.23 feet to the P.T. of said curve. (6) Thence run $N88^{\circ}25'45''E$, on an Easterly projection of the tangent of said curve, a distance of 18.59 feet to the Southerly end of call (1) and to close, TOGETHER WITH easement described in O.R. Book 444, Page 1082 of the Public Records of Putnam County, Florida.

FILED AND RECORDED IN PUBLIC
RECORDS OF PUTNAM COUNTY, FLA.
CHARLES W. HOOD
CLERK OF CIRCUIT COURT



82 JAN 20 12:33

C 80001

Exhibit "F"

WARRANTY DEED FROM CONDOMINIUM

HAMCO FORM 33

This Warranty Deed Made and executed the 13th day of June A D 1983 by

CRESTONE SERVICE CORPORATION

a corporation existing under the laws of Florida and having its principal place of business at Post Office Box 798, 511 St. Johns Avenue, Palatka, Florida 32077 hereinafter called the grantor, to HIAWATHA MANAGEMENT, INC.

whose postoffice address is Apartment 116 Hiawatha Court, East Palatka, Florida 32031

hereinafter called the grantee:

Whichever word herein the terms "grantor" and "grantee" include all its parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations

Witnesseth: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in County, Florida, viz:

Apartment Unit B-116 of THE HIAWATHA, a condominium, according to the Declaration of Condominium recorded in Official Records Book 414 Pages 1591 through 1632 Public Records of Putnam County, Florida.

SUBJECT to that certain mortgage from CRESTONE SERVICE CORPORATION to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF PUTNAM COUNTY, dated November 13, 1980 and filed for record in Official Records Book 397 Page 143 Public Records of Putnam County, Florida, which said mortgage and note secured thereby the grantee(s) specifically assume(s) and agree(s) to pay.



Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple, that it has good right and lawful authority to sell and convey said land, that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 1981 and easements and restrictions of record.

In Witness Whereof the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

(CORPORATE SEAL)

ATTEST: J. H. Millican, Jr. - Its Secretary
Signed, sealed and delivered in the presence of:
John L. Mikell - Its Vice President

CRESTONE SERVICE CORPORATION
By John L. Mikell - Its Vice President

STATE OF FLORIDA
COUNTY OF PUTNAM

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John L. Mikell and J. H. Millican, Jr.

well known to me to be the Vice President and Secretary respectively of the corporation stated as grantor on the foregoing deed and that they actually acknowledged executing the same in the presence of two disinterested witnesses freely and voluntarily under oath and duly sworn to them by said corporation and that the seal aforesaid therein is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of June A D 1983

This instrument prepared by:

John L. Mikell - Its Secretary
J. H. Millican, Jr. - Its Secretary

DOCUMENT NUMBER-DATE
Notary Public - State of Florida

08538 AUG 26, 1991

FPSC-RECORDS/REPORTING

ORIGINAL FILE COPY

CORP. OFFICE & MGR. APT.

Proof of Ownership Land where Sewer & Water Plants Rest

FLORIDA 3200

D 01051

Executive Order

NOV 4 1983

This Indenture,

Made this 7th day of November, A. D. 1983

Between **CRESTONE SERVICE CORPORATION**
a corporation existing under the laws of the State of Florida
having its principal place of business in the County of Putnam
State of Florida party of the first part, and

L.A. BROGAN, JR., P.O. Box 831, Palatka, Florida 32077
of the County of Putnam and State of Florida
party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of
the sum of \$10.00 Dollars,
to be in hand paid by the said party of the second part, the receipt whereof is hereby
acknowledged, has granted, bargained and sold to the said party of the second part
forever, the following described land, situate, lying and being in the County of
Putnam, State of Florida, to wit:

Apartment Unit B-133, of THE HAWAIIA, a condominium,
according to the Declaration of Condominium recorded
in Official Records Book 414 Pages 1591 through 1632
Public Records of Putnam County, Florida.

This is a CORRECTIVE Warranty Deed between the name two parties,
to correct that certain deed recorded in O.R. 441 Page 1455 and
dated November 2, 1983 of the public records of Putnam County,
Florida.

And the said party of the first part does hereby fully warrant the title to said land,
and will defend the same against the lawful claims of all persons whomsoever, except
taxes accruing subsequent to December 31, 1983, and easements and restrictions of
record.

In Witness Whereof, the said party of the first part has
caused these presents to be signed in its name by its President,
and its corporate seal to be affixed, attested by its
the day and year above written.

(Corporate Seal)

Attest: J. H. Millican, Jr.
J.H. Millican, Jr. - Vice Secretary
Signed, Sealed and Delivered in Our Presence:

CRESTONE SERVICE CORPORATION
By John L. Mikell
John L. Mikell, Vice President.

State of Florida

County of PUTNAM

I Herby Certify, That on this 7th day of November, A. D. 1983,
before me personally appeared John L. Mikell and
J.H. Millican, Jr., Vice President and Secretary
respectively of **CRESTONE SERVICE CORPORATION**, a corporation
under the laws of the State of Florida, to me known to be the
persons described in and who executed the foregoing conveyance to
L. A. Brogan, Jr.

and severally acknowledged the execution thereof to be their free act and deed as
such officers, for the uses and purposes therein mentioned; and that they affixed
thereto the official seal of said corporation, and the said instrument is the act and
deed of said corporation.

Witness my signature and official seal at Palatka and State of Florida, the day and
year last aforesaid.

Notary Public
My Commission Expires



SAMPLE

All units
Per Deeds

PROSPECTUS OR OFFERING CIRCULAR

1. The legal name of this condominium is THE HIAWATHA, a condominium, and it is located at Old Hart Point Brick Road, East Palatka, Florida 32031.
2. The following is a description of this condominium:
 - a) The condominium shall consist of five (5) buildings, containing units as follows:

Building A, containing 6 units, having three bedrooms and two baths each.

Building B(East), containing 16 units, having two bedrooms and two baths each.

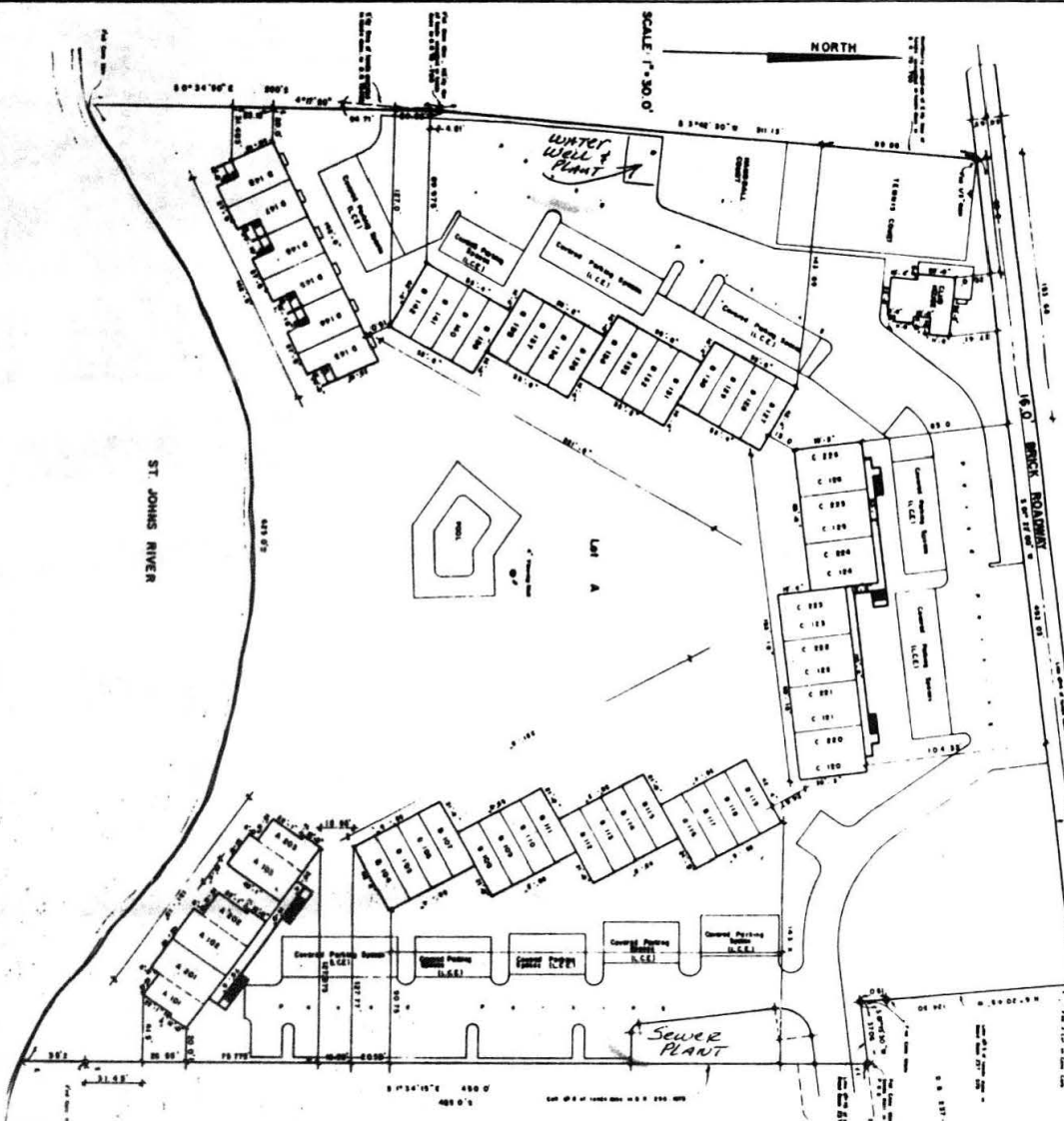
Building C, containing 14 units, having two bedrooms and two baths each.

Building B(West), containing 16 units, having two bedrooms and two baths each.

Building D, containing 6 units, having three bedrooms and three baths.
 - b) The total number of units in this condominium is fifty-eight (58).
 - c) A survey and site plan of the condominium showing the location of all residence buildings and recreation and other facilities used only by the unit owners of the condominium and owned by only the unit owners or the Association is attached to the Declaration of Condominium, designated Exhibit "A".
 - d) The estimated, latest date of completion of construction, finishing, and equipping this condominium is January 31, 1982.
3. The maximum number of units that will use facilities in common with the condominium is the fifty-eight (58) units in this condominium, provided however, Developer has reserved for itself, its successors and assigns, an easement to use the Sewage Treatment Plant in common with this Condominium, so long as such additional use thereof can be accomplished without the capacity of the Plant having to be increased from its original capacity. This additional use may not increase the unit owners' maintenance.
4. THIS CONDOMINIUM IS CREATED AND BEING SOLD AS FEE SIMPLE INTERESTS.
5. The following is a description of the recreational and other commonly used facilities that will be used only by unit owners of the condominium:
 - a) Club House located in the North West corner of the property:
 - (1) Meeting Room (519 Sq. Ft.) - 35 person capacity, to be used for meetings, social events, etc.
 - (2) Kitchen (45 Sq. Ft.) - 3 person capacity
 - (3) Storage Room (120 Sq. Ft.) - 8 person capacity
 - (4) Men's Rest Room (50 Sq. Ft.) - 1 person capacity

THE HAWAIIANA
A CONDOMINIUM

MAP BOOK
PAGE



DESCRIPTION

The project consists of 100 units, 50 units in Building A and 50 units in Building B. The units are located on a 10-acre site bounded by St. Johns River to the west and 15th Street to the east. The project includes a water well and plant, a sewer plant, and various parking areas. The units are numbered 801 through 990. The project is located in the City of Honolulu, Hawaii.

NOTE

1. The project is subject to the provisions of the Hawaii Condominium Act, Chapter 514, Hawaii Revised Statutes, and the rules and regulations of the Department of Land and Natural Resources. The project is also subject to the provisions of the Hawaii Condominium Act, Chapter 514, Hawaii Revised Statutes, and the rules and regulations of the Department of Land and Natural Resources.

SURVEYOR'S CERTIFICATE

I, the undersigned, being a duly licensed and qualified Surveyor, do hereby certify that the foregoing is a true and correct copy of the original survey and map as shown to me by the owner of the property, and that the same conform to the provisions of the Hawaii Condominium Act, Chapter 514, Hawaii Revised Statutes, and the rules and regulations of the Department of Land and Natural Resources.

DECLARATION OF CONDOMINIUM
OF
THE HIAWATHA

CRESTONE SERVICE CORPORATION, a Florida corporation, hereinafter referred to as "Developer" as present owner of the property designated as THE HIAWATHA, a condominium, hereby declares the purpose of the Declaration to submit the lands described in this instrument and improvements on those lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, hereinafter called "The Condominium Act."

All the restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated as provided herein and shall be binding upon all parties or persons subsequently owning property in said condominium, and in consideration of receiving and by acceptance of a conveyance, grant, devise, lease or mortgage, all grantees, devisees, lessees, and assigns and all parties claiming by, through or under such persons, agree to be bound by all the provisions hereof. Both the burdens imposed and the benefits shall run with each Unit and the interests in Common Property as herein defined.

1. Development of THE HIAWATHA, a condominium

The lands owned by Developer, which by this instrument are submitted to the condominium form of ownership, are the following described lands lying in Putnam County (hereinafter referred to as the "aforesaid County"), Florida, to-wit:

See Exhibit "aa" attached hereto, and
by this reference made a part hereof

The Developer has constructed apartment buildings, a recreation building, and other improvements on the property covered by this Declaration of THE HIAWATHA, a condominium. Developer had the property surveyed and divided the property into units: A-101 thru A-103; A-201 thru A-203; B-104 thru B-119; B-127 thru B-142; C-120 thru C-126; C-220 thru C-226; D-143 thru D-148; and into Lot A with the intent to create a condominium project, as designated and shown on the exhibits recorded in _____ at Pages _____, bearing the same number, said exhibits being designated as Exhibit "A" hereto, and by this reference made a part hereof. Notwithstanding the actual location of the walls, ceilings and floors, each unit consists of the space bounded by the vertical projections of the Unit boundary lines shown on the plat between the horizontal planes at the floor and ceilings elevations shown. Common Elements shall include all property included in this condominium which is not within any apartment unit and shall be deemed Common Property and has been designated as Lot A, and hereafter the term "Common Property" shall include and be synonymous with Lot A.

The owner or owners of each Unit shall have an undivided interest in Lot A as set out in Exhibit "B" attached hereto and by this reference made a part hereof. The Common Property includes, but is not limited to, recreation area and building,

- e) Do no act that will cause insurance rates to increase, annoy others, or be termed illegal - Page 12
- f) Conform to By-Laws and Rules and see that guests do so - Page 12
- g) Allow the Association entrance into unit for legitimate purposes - Page 12
- h) Show no signs or notice of any type on unit or common property nor erect any outside antennas - Page 12
- i) Limited Common Elements reserved for use of units appurtenant thereto - Page 16

By-Laws of HIAWATHA MANAGEMENT, INC.:

- a) Board of Directors to control use of Common Elements - Page 6
 - b) Board of Directors to adopt and amend House Rules - Page 6
 - c) All units shall be utilized for residential purposes only - Page 7
 - d) An owner may not make alterations or modifications to his unit without first obtaining permission - Page 7
 - e) An owner may not block lobbies, vestibules, stairways, etc. with objects of any kind - Page 7
 - f) Maintain unit - Page 7
 - g) An owner shall grant access to his unit to representatives of the Association for repairs, etc. - Pages 7 and 8
 - h) An owner may not post any advertisement or poster on the project without Association permission - Page 8
 - i) Residents may not disturb others with noise from electronic equipment - Page 8
 - j) No hanging or cleaning from facades of project - Page 8
 - k) Garbage or trash must be placed in installations provided - Page 8
 - l) No pets outside of canaries, parrots, parakeets - Page 8
 - m) No installations may be made on the exterior of the project except as authorized by the Association - Page 8
 - n) No vehicle repair - Page 8
 - o) No commercial or recreational vehicles, trailers, motorcycles or boats may be parked, except temporarily - Page 8
11. Sewage and waste disposable is provided on site by a sewage disposal package plant, electricity is provided by Florida Power and Light Company, and water supply is provided by an on site well and water distribution system. Storm drainage is provided by on site retention with overflow into the St. Johns River.
 12. The apportionment of common expenses and common elements was determined by the number of units contained in the condominium.
 13. An estimated operating budget for the condominium and the Association and a schedule of unit owners' expenses is attached hereto as Exhibit "b" to this Prospectus.
 14. A Title Insurance Policy will be furnished at the expense of the Developer to each Buyer after his Warranty Deed has been recorded. The following is a schedule of estimated closing expenses to be paid by the Buyer of a unit:
 - a) Cash Sale:

Recording Deed	\$7.00
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A tract of land situated in the Elihu Woodruff Grant, Section 38, Township 10 South, Range 27 East, being a part of lands described in Deed Book 130, page 485 of the public records of Putnam County, Florida, and being more particularly described as follows:

Beginning at a concrete monument at the Northwesterly corner of lands described in O.R. Book 298, page 1678 of said public records and (1) run thence Southerly, along call #6 of said lands, a distance of 485.0 feet, more or less, to the waters of the St. Johns River, passing through a concrete monument set at a distance of 450.0 feet. Return to the point of beginning and (2) run thence Westerly, along line #10 of lands described in Deed Book 237, page 578 of said public records, a distance of 37.06 feet to a concrete monument at the Westerly end of call #10 of said lands. (3) Thence Northerly, along line #5 of said lands, a distance of 124.3 feet to a cross cut on the Southerly curb of a 16.0 ft. brick roadway at the Northerly end of line #5. (4) Thence Westerly, along the Southerly line of said brick road, being along line #4 of lands described in Deed Book 237, page 578 and on a Westerly projection of said line, a distance of 492.0 feet, more or less, to intersect with a Northerly projection of the Easterly line of lands EXCEPTED in lands described in O.R. Book 78, page 700 of said public records. (5) Thence Southerly, along said Northerly projection, a distance of 311.1 feet, more or less, to a concrete monument at the Northeasterly corner of said excepted lands. (6) Continue Southerly, on a deflection angle left of $4^{\circ}17'20''$, from the Easterly line of said excepted lands, a distance of 200.5 feet, more or less, to the waters of the St. Johns River. (7) Thence Northeasterly and Easterly, meandering said waters, a distance of 625.0 feet, more or less, to the Southerly end of call (1) and to close.

TOGETHER WITH all rights of accretion, littoral or riparian rights appertaining thereto.

TOGETHER WITH an easement for ingress, egress and utilities over that certain brick road set forth in lands described in Deed Book 237, page 578 and extended Westerly to the Northwest corner of the above described lands, which easement to be used in common with the Grantors, their heirs and assigns.

TOGETHER WITH all of the right, title and interest of the Grantors in and to those easements described in O.R. Book 357, page 124 et seq., the effect being to prohibit the Grantors from using said easement except as they overlap the above described brick road.

All book and page references are to the Public Records of Putnam County, Florida.

EXHIBIT "A"

ground support area, walks, swimming pool, yard area, parking areas, foundations, attic areas, etc., and substantial portions of the exterior walls, floors, ceilings and walls between the Units, tangible personal property required for the maintenance and operation of the condominium, and any land, manager's unit, or other property acquired by the Association, as well as items stated in The Condominium Act. The owner or owners of each Unit shall likewise have the same undivided interest (and where there is more than one owner of a Unit, the percentage ownership of such owners shall be divided among the collective owners in the proportion of their ownership), in any common surplus, as set out in Exhibit "B" hereto.

2. Prohibition of Further Subdivision and Waiver of Partition.

The space within any of the Units and Common Property shall not be further subdivided. Any undivided interest in that Common Property is hereby declared to be appurtenant to each Unit and such undivided interest shall not be separately conveyed, devised, encumbered or otherwise dealt with separately from the Unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the Unit even though such interest is not expressly mentioned or described in the conveyance, or other instrument. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any Unit shall be deemed to describe the entire Unit owned by the person executing such instrument and an interest in the entire area described as Lot A. Any instrument subsequent to the Developer's conveyances, conveying, transferring or encumbering an undivided percentage interest in a Unit must also convey, transfer or encumber the same undivided percentage interest in the Common Property owned by the person executing such conveyance or encumbrance.

The Developer hereby, and each subsequent owner of any interest in a Unit and in the Common Property, by acceptance of a conveyance or any instrument transferring an interest, waives the right of partition of any interest in the Common Property under the laws of the State of Florida as it exists now or hereinafter until this condominium project is terminated according to the provisions hereof or by law. The Developer hereby reserves the right to remove any party walls between any condominium units in order that the said units may be used together as one integral unit. All assessments and voting rights, however, shall be calculated as if such units were as originally designated on the exhibits attached to this Declaration, notwithstanding the fact that the several units are used as one. The Developer reserves the right to make changes within units during construction of the buildings as long as those changes do not change the size of the units for which a contract of purchase has been signed, unless such change in size is approved by the purchaser affected by the change.

3. Easements.

All owners of Units shall have as an appurtenance to their units, a perpetual nonexclusive easement for ingress to and egress from their Units over streets, and other rights-of-way serving the units of the condominium, walks, and other Common Property from and to the public roadways bounding the condominium and a perpetual right or easement, in common with all persons to the use and enjoyment of all public portions of buildings and to other common facilities (including but not limited to utilities as they now exist) located in the Common Property, all of the foregoing right or easements being part of the Common Elements of this condominium.

All property covered by the exhibits hereto shall be subject to a perpetual easement for encroachments which now

exist or hereafter exist caused by settlement or movement of the buildings and encroachments shall be permitted to remain undisturbed, and such easement shall continue until such encroachment no longer exists.

All units and the Common Property shall be subject to a perpetual easement in gross being granted to HIAWATHA MANAGEMENT, INC., and its successors for ingress and egress for the purpose of having its employees and agents perform all obligations and duties of the corporation set forth herein.

4. The Association.

A Charter for incorporation of HIAWATHA MANAGEMENT, INC. (a non-profit corporation herein referred to as the Corporation and sometimes referred to as the Association) has been filed with the office of the Secretary of State of the State of Florida and duly processed in said office to the end that the said Charter has been granted, a certified copy of which is attached hereto, marked Exhibit "C", and by this reference made a part hereof. The principal purpose of said corporation is to perform the acts and duties desirable for the maintenance, management, and operation of the condominium property and to levy and enforce collection of assessments as are necessary to perform said acts and duties and all duties herein expressly or impliedly imposed upon the said corporation.

The Developer and all persons hereafter owning a vested present interest in the fee title to any one of the Units shown on the exhibits hereto and which interest is evidenced by recordation of a proper instrument in the public records of said County, Florida, shall automatically be members and their memberships shall automatically terminate when they no longer own such interest.

There shall be, except as hereinafter provided, a total of 58 votes to be cast by the owners of the condominium units. Such votes shall be apportioned and cast as follows: The owner of each condominium unit (designated as such on the exhibits attached to this Declaration) shall be entitled to cast One (1) vote, provided however, where a condominium unit is owned by the managing non-profit corporation, no vote shall be allowed for such condominium unit. Where a condominium unit is owned by more than one person, all the owners thereof shall be collectively entitled to the vote assigned to such unit and such owners shall, in writing, designate an individual who shall be entitled to cast the vote on behalf of the owners of such condominium unit of which he is a part until such authorization shall have been changed in writing. The term "Owner", as used herein, shall be deemed to include the Developer.

All the affairs, policies, regulations and property of the Corporation shall be controlled and governed by the Board of Directors of the Corporation consisting of five (5) members, who are all to be elected annually by the members entitled to vote. Each director shall be the owner of a condominium unit (or partial owner of a condominium unit where such unit is owned by more than one individual), or if a unit is owned by a corporation, including Developer, any duly elected officer or officers of an owner corporation may be elected a director or directors).

It shall be the duty of the Corporation to provide, through its agents and employees, for the administration, operation, maintenance, repair and replacement of the Common Property, all exterior doors and all exterior surfaces of the buildings, except windows of individual units and private patios adjacent to units, whether Common Property or a part of a unit (unless damage to same is covered by insurance carried by the non-profit corporation), to make reasonable uniform rules and regulations