

**This instrument prepared by:  
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**DECLARATION OF CONDOMINIUM OF  
GRAND VISTA CONDOMINIUM AT GRAND HAVEN**

**ZANDER DEVELOPMENT GROUP, LLC, a Florida limited liability company** ("Developer"), as owner in fee simple of the "**Land**" (as hereinafter defined), whose principal office is located 4601 E. Moody Blvd., Suite D-1, Bunnell, FL 32110, hereby makes this Declaration of Condominium of Grand Vista Condominium at Grand Haven, a Condominium ("Declaration ") to be recorded amongst the Public Records of Flagler County, Florida ("County"), where the Land is located, and states and declares:

**1. SUBMISSION STATEMENT**

Developer is the owner of record of the "Condominium Property" (as hereinafter defined) and does hereby submit "Phase 1" (as hereinafter defined) to condominium ownership pursuant to the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording this Declaration amongst the Public Records of the County ("Act").

**2. NAME**

The name by which the condominium created hereby ("Condominium") and the Condominium Property are to be identified is:

**GRAND VISTA CONDOMINIUM AT GRAND HAVEN**

**3. PHASE CONDOMINIUM - LAND**

The land which will have become part of the Condominium Property when, as and if all of the "Phases" (as hereinafter defined) are added to the Condominium Property is described in **Exhibit A ("Land")** attached hereto and made a part hereof. The legal description of the portion of the Land ("Initial Phase Land") constituting "Phase 1" of the Condominium Property is set forth on **Exhibit B-1** attached hereto and made a part hereof. The legal descriptions of the portions of

the Land constituting "Subsequent Phase" (Phases II) (as hereinafter defined) of the Condominium Property are set forth on **Exhibit B-1**, attached hereto and made a part hereof.

#### 4. DEFINITIONS

The terms contained in this Declaration shall have the meanings given in the Act and, for clarification, the following terms have the following meanings:

4.1. "Act" means the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording this Declaration amongst the Public Records of the County.

4.2. "Articles" means the Articles of Incorporation of the Association filed with the Department of State, State of Florida, on June 6, 2023, under Document Number N23000006890, attached as **Exhibit C** and incorporated herein by reference.

4.3. "Assessment" means the assessments for which all Unit Owners are obligated to the Association pursuant to the Act or Master Association and the Land Condominium, as well as common law assessments which are created by this Declaration and are covenants running with the land, and include:

4.4. "Association" means Grand Vista PC Condominium Association, Inc., a Florida corporation not for profit, responsible for operating the Condominium, "Grand Vista Condominium at Grand Haven" (as hereinafter defined) and any other condominiums which may be created in Grand Vista Condominium at Grand Haven. The Association is a "Subordinate Association" (as defined in Article 1.1.30 of the Master Declaration).

4.5. "Association Expenses" means the costs and expenses incurred by the Association in connection with the operation, management, maintenance, repair and replacement of the Association Property which are attributable to the Condominium. As described in Section 6.5 below, Association Expenses are shared on a pro rata basis by the unit owners in Grand Vista Condominium at Grand Haven and the unit owners in any other Grand Vista Condominium at Grand Haven, if any, created within Grand Vista Condominium at Grand Haven. The unit owners in any other Grand Vista Condominium at Grand Haven, if any, are referred to herein as "Other Unit Owners."

4.6. "Association Property" means any property, real and personal, which is owned or leased by, or is dedicated by a recorded plat or by separate deed to, the Association for the use and benefit of the Members of the Association.

4.7. "Board" means Board of Directors of the Association.

4.8. "Building(s)" means the structure(s) within the Condominium Property in which the Units are located.

4.9. "Building Condominium" shall mean an individual condominium located on an entire Land Unit and consisting of a constructed Building containing Building Units, its Common Elements and Limited Common Elements. A Building may allow space around the actual Building for exterior landscaping that is the responsibility of the Unit Owners in the Building Condominium, as described further below.

4.10. "Building Entitlements" mean the Land Use Category and total units assigned to the Condominium Property by the Master Declaration and to this Building Condominium by the Declaration of the Land Condominium Declaration.

4.11. "Building Representative" shall mean a Building Unit Owner selected by the Building Unit Owners to cast the votes allocated to the Land Unit being occupied by the Building Condominium and to vote on all matters relative solely to the operation and management of a particular Building Condominium.

4.12. "Bylaws" means the Bylaws of the Association, attached hereto as **Exhibit D** and incorporated herein by reference.

4.13. "CDD" means the Community Development District known as the Grand Haven Community Development District, which has the power to impose taxes or assessments, or both taxes and assessments, on this property through a special taxing district. These taxes and assessments pay the construction, maintenance and repair costs of improvements serving Grand Haven and are set annually by the governing board of the district. These taxes and assessments are in addition to County and all other taxes and assessments provided for by law.

4.14. "Common Elements" means and includes:

4.14.1 The Condominium Property, not included within the Units;

4.14.2 The portion of the Condominium Property of this Building Pad located within the boundaries of the Building Condominium, excluding the Units.

4.14.3 Easements through the Units, as applicable, for conduit ducts, plumbing, wiring and other facilities and equipment for furnishing of utility services and/or telecommunications to Units and the Common Elements;

4.14.4 An easement of support in every portion of a Unit which contributes to the support of a "Building" (as hereinafter defined) submitted to condominium ownership;

4.14.5 Property and installations required for the furnishing of utility services and other services for more than one Unit, the Common Elements, or a Unit other than the Unit containing the installation; and

4.14.6 Such portion or portions of the Land, when, as and if same are submitted to condominium ownership.

4.11.6. Any other parts of the Condominium Property designated as Common Elements in this Declaration.

4.12. "Common Surplus" means the excess of receipts of the Association collected on behalf of Grand Vista Condominium at Grand Haven (including, but not limited to, assessments, rents, profits and revenues, on account of the Common Elements) over the Neighborhood Common Expenses.

4.13. "Condominium" means that portion of the Land described in **Exhibit A** attached hereto and the improvements thereon being submitted to condominium ownership pursuant to this Declaration, as the same may be amended from time to time. If fully developed as planned, it is anticipated that the Condominium will be comprised of a maximum of twenty-four (24) Units contained within two (2) buildings, each building containing twelve (12) Units each and other Common Elements as provided in this Declaration. The Condominium is sometimes referred to herein as Grand Vista at Grand Haven, Grand Vista Condominium(s) at Grand Haven or Grand Vista.

4.14. "Condominium Property" means the real property submitted to condominium ownership as part of the Condominium and all improvements thereon, including, but not limited to, the Unit and the Common Elements. The easements described and set forth in this Declaration are intended to comply with Section 718.104(4)(n) of the Act. Notwithstanding anything contained herein to the contrary, however, the term "Condominium Property" shall not include any telecommunications lines and equipment owned by a utility and/or telecommunication firm(s) and/or other legal entity(ies) which have contracted with or have imposed other legal requirements upon Developer, Master Developer, the Master Association and/or the Association to provide a utility or telecommunications service and/or equipment nor shall Condominium Property include telecommunications equipment, if any, owned by Developer or Master Developer, the title to which is hereby specifically reserved unto Developer or Master Developer, as the case may be, their respective successors and/or assigns. No portion of the land within any Subsequent Phase shall be included in the term "Condominium Property" until and unless such Subsequent Phase is submitted to condominium ownership by amendment to this Declaration.

4.15. "County" means Flagler County, Florida.

4.16. "Declaration" means this document and any and all amendments or supplements hereto.

4.17. "Developer" means **Zander Development Group, LLC, a Florida limited liability company**, its grantees, corporate successors and assigns. Developer shall have the right to assign any and all of the rights and privileges reserved for Developer under this Declaration. A Unit Owner shall not, solely by the purchase of a Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Neighborhood Documents unless such Unit Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

4.18. "Grand Haven" means the name given to the planned community developed by Master Developer (as such term is defined in the Master Declaration) in the County. Grand Vista Condominium at Grand Haven is situated within Grand Haven (as such term is defined in the Master Declaration).

4.19. "Grand Vista Condominium at Grand Haven" means this Condominium or this Building Condominium, as herein defined, which has been constructed upon Land Unit 1 of La Vista Land Condominium, and any other condominium (if any) created upon any portion of the Land or any portion of Grand Vista Condominium at Grand Haven and administered by the Association.

4.20. "La Vista Land Condominium" or "Land Condominium" means the residential use condominium project ("Project") being developed by Developer as a residential condominium on real property located in Flagler County, Florida and which recorded in in O.R. Book 2265, at Pages 738-804, inclusive, together with the First Amendment to Declaration of Condominium of La Vista Land Condominium recorded in O.R. Book 2701, Page 1966 which is also called Declaration of Land Condominium.

4.21. "Home" means "Unit" as described in the Act and is that portion of the Condominium Property within the Condominium which is subject to exclusive ownership.

4.22. "Home Owner" means "Unit Owner", as defined in the Act, and is the owner of a Home or Unit.

4.23. "Institutional Mortgagee" means any lending institution having a mortgage lien upon a Unit, including, but not limited to, any of the following institutions or entities: (i) a federal or state savings and loan association or bank doing business in the State of Florida or a life insurance company doing business in Florida which is approved by the Commissioner of Insurance of the State of Florida, or bank or real estate investment trust, or a mortgage banking company

licensed to do business in the State of Florida, or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America; or (ii) any and all investing or lending institutions ("Lender") which have loaned money to Developer in order to enable Developer to acquire, or construct improvements upon, any portion of Grand Vista Condominium at Grand Haven and which holds a first mortgage upon such portion of Grand Vista Condominium at Grand Haven as security for such loan; or (iii) any pension or profit sharing funds qualified under the Internal Revenue Code; or (iv) the Veterans Administration or the Federal Housing Administration or the Department of Urban Development or other lenders generally recognized in the community as institutional lenders; or (v) such other Lenders as the Board shall hereafter designate as such in writing which have acquired a mortgage upon a Unit; or (vi) any "Secondary Mortgage Market Institution", including Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and such other Secondary Mortgage Market Institution as the Board shall hereafter designate as such in writing which has acquired a mortgage upon a Unit; (vii) Master Developer, its successors and assigns; or (viii) Developer, its successors and assigns.

4.24. "Interest" means the maximum non-usurious interest rate allowed by law on the subject debt or obligation and, if no such rate is designated by law, then eighteen percent (18%) per annum.

4.25. "Legal Fees" means: (i) all fees for attorney and paralegal services incurred in connection with negotiations, mediation, arbitration, litigation or preparation for same (whether or not such an action is actually begun) through and including all trial and appellate levels and post-judgment or collection proceedings; and (ii) all costs incurred with respect to the matters set forth in (i), above.

4.26. "Limited Common Element" means those Common Elements which are reserved for the use of certain Units to the exclusion of other Units as more particularly described in Paragraphs 5.3 and 6.2 hereof.

4.27. "Listed Mortgagee" means the holder, insurer, or guarantor of a mortgage encumbering a Unit of which the Association has been notified pursuant to Paragraph 30.3.1 herein.

4.28. "Master Association" means Grand Haven Master Association, Inc., a Florida corporation not for profit, organized to administer the Master Declaration and having among its members all Owners of "Lots" and "Units" (as those terms are defined in the Master Declaration). Each Unit Owner is a "Member" (as defined in the Master Declaration) of the Master Association and each Unit shall be obligated for a proportionate share of assessments of the Master Association attributable to the Condominium Property.

4.29. "Master Developer" means Grand Haven Developers, LLC, a Delaware limited liability company, and all of such entities' successors and assigns. Master Developer is also a Declarant under the Master Declaration.

4.30. "Master Declaration" means the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Grand Haven Master Association, recorded in O.R. Book 729, Page 259, all of the Public Records of Flagler County, Florida, and exhibits, amendments and supplements thereto, whereby certain portions of the real property at the Grand Haven community are set aside from time to time by "Declarants" (as such term is defined in the Master Declaration) in accordance with the plan for development set forth therein and whereby "Assessments" (as defined therein) for the land areas designated therein as "Common Property" are made specifically applicable to Unit Owners to be collected by the Association on behalf of the Master Association. The Master Declaration authorizes Assessments (as defined therein) to be levied against Unit Owners.

4.31. "Master Documents" means the Master Declaration, the Articles of Incorporation and Bylaws of the Master Association, any rules and regulations promulgated by the Master Association and all of the instruments and documents referred to therein and executed in connection therewith, and any amendments to any of the documents thereto.

4.32. "Member" or "Member of Association" means and refers to any person, natural, or corporate, who is a Unit Owner.

4.33. "Neighborhood Assessments" means the assessments for which all Unit Owners are obligated to the Association pursuant to the Act or Master Association, as well as common law assessments which are created by this Declaration and are covenants running with the land, and include:

4.33.1. "Annual Assessment," which includes, but is not limited to, each Unit Owner's annual share of funds required for the payment of Neighborhood Common Expenses as determined in accordance with this Declaration and each Unit Owner's annual share of funds required for the payment of "Association Expenses" (as hereinafter defined); and

4.33.2. "Special Assessments" which include any Neighborhood Assessments levied by the Board, in addition to the Annual Assessment and are more particularly described in Paragraph 21.2 herein.

4.34. "Neighborhood Common Expenses" means common expenses for which the Unit Owners are liable to the Association as defined in the Act and as described in the Neighborhood Documents (as opposed to Assessments which are incurred by the Master Association pursuant to the Master Documents) and include:

4.34.1. The expenses for the operation, maintenance, repair or replacement of the Common Elements of this Condominium and NOT the Land Condominium, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance on the Condominium Property required to be insured by the Association; and

4.34.2. Any other expenses designated, not inconsistent with the Act, as Neighborhood Common Expenses from time to time by the Board or in this Declaration as Neighborhood Common Expenses.

4.35. "Neighborhood Documents" means in the aggregate this Declaration, the Articles, Bylaws, any rules and regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with the Condominium and all amendments to the foregoing.

4.36. "Phase" or "Phases" means that portion of the Land and improvements thereon, as contemplated by Section 718.403 of the Act, which may become part of the Condominium Property by recording this Declaration or an amendment hereto.

4.37. "Public Records" means the Public Records of the County.

4.38. "Subsequent Phases" means those portions of the Land and improvements thereon, other than the Initial Phase, which Developer may, but shall not be obligated to, submit to the Condominium Property, in whole or in part, and shall consist of Phases 1 and II.

4.39. "Surface Water or Stormwater Management System" means those systems which are designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

4.40. "Unit" is as described in the Act and which is a part of the Condominium Property which is subject to exclusive ownership and may also be referred to as a "Building Unit", while a unit in the Land Condominium may be referred to as a "Land Unit" or "Building Pad".

4.41 "Unit Owner" is as defined in the Act, and is the owner of a Home or Unit.

## **5. DESCRIPTION OF IMPROVEMENTS - INITIAL PHASE**



### 5.1. Description of Improvements - Initial Phase.

The portion of the Land and improvements (collectively "Initial Phase") being submitted to condominium ownership pursuant to this Declaration are described on the "Initial Phase Survey" (as hereinafter defined) and are constructed on the Land Unit. The improvements in the Initial Phase include two (2), three (3)-story residential Buildings which contains twelve (12) Units in each building, each of which is designated as described in Article 5.2.2 and easements rights in certain property within the Condominium.

### 5.2. Initial Phase Survey.

5.2.1. Annexed hereto as **Exhibit B-1** and made a part hereof is the Survey, Plot Plan and Graphic Description of Improvements for the Initial Phase which includes a survey of the land and Land Unit in the Initial Phase, graphic description of the improvements in which the Unit and the Common Elements are located and plot plan thereof (all of which are herein collectively referred to as the "Initial Phase Survey"). The Initial Phase Survey shows and identifies thereon the Common Elements and every Unit, their relative location and approximate dimensions. There is attached to the Initial Phase Survey and made a part of this Declaration a certificate of a surveyor prepared, signed and conforming with the requirements of Section 718.104(4)(e) of the Act.

5.2.2. Description and Identification of Units. The Units in Phase 1 shall be identified by a letter (representing the building number, i.e., A, B, etc.), followed by a hyphen and a three (3) digit number representing the Unit (e.g. 101, 102, 103, 104, etc. depending on the units location in the building) and is so referred to herein and in the Exhibits hereto. No Unit bears the same designation as any other Unit in the Condominium.

5.2.3. Size/Type of Units. While Developer plans that the general size for each Unit Type A (The Oakmont) will be approximately Two Thousand One Hundred Sixty-Seven (2,167) air conditioned square feet (excluding the Lanai and the garage), that the general size for each Unit Type B (The Pinehurst) will be approximately One Thousand Seven Hundred Eighty-One (1,781) air conditioned square feet (excluding the Lanai and the garage), that the general size for each Unit Type C (The Augusta) will be approximately One Thousand Seven Hundred Sixty-Two (1,762) air conditioned square feet (excluding the Lanai and the garage), and that the general size for each Unit Type D (The Oakmont - reversed) will be approximately Two Thousand One Hundred Sixty-Seven (2,167) air conditioned square feet (excluding the Lanai and the garage). The Developer plans that the general size for each garage will be approximately Three Hundred Sixty (360) square feet.

5.2.3. Garages. The garage shown on the Initial Phase Survey for each Unit shall be a part of the Unit as shown thereon for the exclusive

use of the Unit Owner of such Unit. The Unit Owner shall maintain the garage door and appurtenant equipment and the interior of the garage; the exterior surface of the garage and the replacement of the garage door shall be the responsibility of the Association.

### 5.3. Limited Common Elements.

5.3.1. Lanai. Each area shown as a "Lanai" on the Initial Phase Survey shall be a Limited Common Element to the Unit to which it is adjacent, which Lanai shall be maintained by the Unit Owner as well as any sliding doors or screens adjacent to or part of the Lanai. In the event a repair related to the construction of the Lanai is required, the Association shall be responsible for such repair. If the Unit Owner of the Unit installs a covering on the surface of the Lanai, such as but not limited to tile, then the covering shall remain the personal property of such Unit Owner and the Association shall not be responsible for any damage to such personal property in connection with any repair to the Lanai. Notwithstanding anything herein to the contrary, the Association shall be responsible for any painting of the exterior walls of the Lanai.

5.3.2. Entry. Each area shown as "Entry" on the Initial Phase Survey shall be a Limited Common Element for the exclusive use of the Unit(s) served thereby, which Entry shall be maintained by the Association.

5.3.3. A/C Land. The A/C Land in each Phase upon which is situated all air conditioning equipment located outside a Unit, including the compressors located adjacent to the Building in which the Unit is located and the coolant lines between such compressors and the Unit, shall be a Limited Common Element for the exclusive use of the Unit served thereby. The air conditioning equipment itself shall be owned, maintained, repaired and replaced by each Unit Owner whose Unit is served thereby.

5.3.4. Garages. The garage shown on the Initial Phase Survey for each Unit shall be a part of the Unit as shown thereon for the exclusive use of the Unit Owner of such Unit. The Unit Owner shall maintain the garage door and appurtenant equipment and the interior of the garage; the exterior surface of the garage and the replacement of the garage door shall be the responsibility of the Association.

5.3.5. Water/Sewer Limited Common Expenses in connection with water/sewer usage and service shall be treated the same as Common Expenses under this Declaration.

## 6. DESCRIPTION OF IMPROVEMENTS IN SUBSEQUENT PHASES

### 6.1. Subsequent Phases.

6.1.1. Condominium Property. Developer is developing the Condominium Property as a phase condominium as provided for by Section 718.403 of the Act. In addition to the portion of the Land and improvements described on the Initial Phase Survey being submitted to condominium ownership pursuant to this Declaration, Developer contemplates that all or a portion of the Subsequent Phases may, by amendment or amendments hereto, be added to the Condominium Property as an additional Phase or additional Phases. If, as and when Subsequent Phases are added, the Condominium Property shall be enlarged and expanded so as to encompass and include the real property, the improvements thereon, and the easements and rights appurtenant thereto which are submitted to condominium ownership as parts of such Subsequent Phase or Phases, and each Subsequent Phase added to the Condominium Property will utilize the stormwater management system permitted by the St. Johns River Water Management District.

6.1.2. Minimums and Maximums. While at the time of recordation of this Declaration Developer plans to include the number of Units in each Subsequent Phase as set forth in the following chart, the Act requires that the Declaration also set forth the minimum and maximum number of Units which Developer reserves the right to add in each Subsequent Phase, which information is set forth in the following chart:

<u>PHASES</u>	<u>NUMBER OF RESIDENTIAL BUILDINGS</u>	<u>NUMBER OF UNITS</u>		
		<u>Minimum</u>	<u>Planned</u>	<u>Maximum</u>
I	2	24	24	24
II	2	20	24	24

The minimum square footage of the units is 1,500 of air conditioned square feet (excluding the Lanai and the garage) and the maximum square footage of the units is 3,000 square feet of air conditions square feet (excluding the Lanai and the garage) that may be contained within each parcel of land which may be added to the condominium.

6.1.3. Description and Identification of Units. Each Unit in any Subsequent Phase, if any such Subsequent Phase is submitted to the Condominium Property pursuant to a "Subsequent Phase Amendment" (as hereinafter defined), shall be identified by a letter (representing the Building), followed by a hyphen and a three (3) digit number representing the Unit (e.g., 101, 102, 103, *etc.* depending on the units location in the building) and is so referred to herein and in the Exhibits hereto. No Unit in any Subsequent Phase which is added to the Condominium Property shall bear the same identifying number as any other Unit in the Condominium.

## 6.2. Limited Common Elements.

6.2.1. Lanais. Each area shown as a "Lanai" on the Subsequent Phase Surveys shall be a Limited Common Element of the Unit to which it is adjacent, which Lanai shall be maintained by the Unit Owner as well as any sliding doors or screens adjacent to or part of the Lanais. In the event a repair related to the construction of the Lanai is required, the Association shall be responsible for such repair. If the Unit Owner of the Unit installs a covering on the surface of the Lanai, such as but not limited to tile, then the covering shall remain the personal property of such Unit Owner and the Association shall not be responsible for any damage to such personal property in connection with any repair to the Lanai. Notwithstanding anything herein to the contrary, the Association shall be responsible for any painting of the exterior walls of the Lanai.

6.2.2. Entry(s). Each area shown on the Subsequent Phase Surveys as "Entry" shall be a Limited Common Element for the exclusive use of the Unit(s) served thereby, which Entry shall be maintained by the Association.

6.2.3. A/C Land. The A/C Land in each Phase upon which is situated all air conditioning equipment located outside a Unit, including the compressors located adjacent to the Building in which the Unit is located and the coolant lines between such compressors and the Unit, shall be a Limited Common Element for the exclusive use of the Unit served thereby. The air conditioning equipment itself shall be owned, maintained, repaired and replaced by each Unit Owner whose Unit is served thereby.

6.2.4. Garages. The garage shown on the Initial Phase Survey for each Unit shall be a part of the Unit as shown thereon for the exclusive use of the Unit Owner of such Unit. The Unit Owner shall maintain the garage door and appurtenant equipment and the interior of the garage; the exterior surface of the garage and the replacement of the garage door shall be the responsibility of the Association.

## 6.3. Changes in Subsequent Phases.

Notwithstanding any indications to the contrary herein contained, descriptions relating to Phases or Exhibits referred to in this Declaration hereof, including, but not limited to, legal, graphic, alphabetical, numerical, narrative and the like, are approximations. To the fullest extent permitted by law, Developer reserves the right to change such descriptions as to a Phase by recording an amendment hereto until such time as Developer conveys a Unit in such Phase to a Unit Owner. Such an amendment shall not require the execution thereof by the Association, Institutional Mortgagees or any other person, persons or entity

unless: (i) Developer changes the proportion by which a Unit Owner, other than Developer, shares the Neighborhood Common Expenses and the Common Surplus or owns the Common Elements, in which event such Unit Owner whose share of Common Elements, Neighborhood Common Expenses and Common Surplus is being so changed and the Institutional Mortgagees of record holding mortgages on the affected Unit must consent in writing thereto; or (ii) such change materially and adversely affects a Unit Owner as determined by Developer in the reasonable discretion of Developer, in which event such Unit Owner and the Institutional Mortgagee of record holding the mortgage on the affected Unit must consent thereto in writing or such amendment must be adopted in accordance with Article 28 hereof.

6.4. **Addition of Subsequent Phases - No Prescribed Order.**

Notwithstanding the numerical sequence of the Subsequent Phases or any inference that can be drawn therefrom or from any other provision of the Neighborhood Documents, Developer reserves the right to submit Subsequent Phases to the Condominium Property in any sequence, provided, however, that there shall be submitted as a portion of the Common Elements, if necessary, an easement providing means of ingress and egress from and to any Subsequent Phase which is submitted to the Condominium Property to and from public ways, including dedicated streets.

6.5. **Association Property and Association Expenses.**

The Association Property consists of the real property and improvements located thereon more particularly described in that certain Quit Claim Deed or Warranty Deed recorded or to be recorded in the Public Records of the County. The improvements located within the Association Property include recreation areas, stormwater management facilities, common parking areas, internal roadways, lakes, trash compactors, mail kiosks, wetland and conservation area(s), if any, buffers, perimeter walls, gated entry (if any) and other common areas within Grand Vista Condominium, all as depicted on the Site Plan attached hereto.

The Association is the entity responsible for administering the Association Property for the benefit of the Members of the Association and any other persons granted use rights thereto by Developer. The Association shall itemize separately in the annual budget of the Association and all adjustments and revisions thereto, the Association Expenses anticipated to be incurred by the Association to administer, operate, maintain, repair and improve the Association Property, including, but not limited to, the cost and expense of any taxes and insurance which can be determined as applicable solely to the Association Property. The Association Expenses shall be assessed among all existing Units and the "Other Homes Subject to Assessment" (as hereinafter defined). Each Home's share of the Association Expenses shall be the product of the multiplication of the Association Expenses multiplied by a fraction, the numerator of which is one (1) and the denominator

of which is the "Total Homes" (as hereinafter defined). All existing Units and each Other Home Subject to Assessment shall also be responsible for its proportionate share of any expense with respect solely to the Association Property which would be subject to a Special Assessment levied by the Association and applicable solely to the Association Property. "Other Homes Subject to Assessment" shall mean (A) the total number of other homes ("Other Homes") developed on any portion of Grand Vista Condominium at Grand Haven for which either: (i) title has been transferred by Developer to a purchaser; or, (ii) a certificate of occupancy or its equivalent has been issued for thirty (30) days by the appropriate governmental agency (which such Other Homes may be residences in non-condominium residential buildings); and, (B) to which Developer has granted the right to use the improvements located upon the Association Property. "Total Homes" as used herein shall mean the sum of the number of Units within the Condominium and the number of Other Homes Subject to Assessment as determined from time to time. In the event of condemnation of any Other Homes Subject to Assessment, assessments against such Other Homes Subject to Assessment shall be reduced or eliminated on the same basis as Assessments shall be reduced or eliminated with respect to Units. The portion of such Association Expense attributable to the Units shall be treated as a Common Expense hereunder. The share of each Home Owner and each Other Home Owner in Grand Vista Condominium at Grand Haven in the Common Surplus of the Association shall be determined in the same manner as set forth in this Section.

## **7. PHASE DEVELOPMENT**

### **7.1. Impact of Subsequent Phases on Initial Phase.**

7.1.1. **Common Elements of Initial Phase.** The Common Elements as shown on the Initial Phase Survey and included in the Initial Phase will be owned by all Unit Owners in all Phases submitted to the condominium form of ownership as a portion of the Condominium Property pursuant to this Declaration and amendments hereto, if any.

7.1.2. **Subsequent Phase Not Added.** If any Subsequent Phase does not become part of the Condominium Property, no portion of such Subsequent Phase (including, but not limited to, the portion which would have constituted the Common Elements) shall become a part of the Condominium Property. In accordance with the requirements of Section 718.403(3) of the Act, Developer shall notify Unit Owners of any Subsequent Phase that does not become part of the Condominium Property.

7.1.3. **Common Elements of Subsequent Phases.** If any Subsequent Phase is added to and does become a part of the Condominium Property, then all of the Common Elements constituting a portion of such Subsequent Phase shall become a part of the Common Elements of the

Condominium Property, with such Common Elements being owned in undivided shares by all Unit Owners in all Phases then and thereafter constituting a portion of the Condominium.

7.1.4. Share of Ownership Upon Submission of Only Initial Phase. If only the Initial Phase is submitted to the Condominium Property pursuant to this Declaration, there will be twenty-four (24) Units in the Condominium, each having as an appurtenance thereto one (1) vote in the Association and an equal undivided share of ownership in the Common Elements, such share being one-twenty fourth (1/24).

7.1.5. Share of Ownership Upon Submission of Subsequent Phases. If any Subsequent Phase, in addition to the Initial Phase, is submitted to the Condominium Property, then each Home in all Phases submitted to the Condominium Property shall have as appurtenances thereto one (1) vote in the Association and an equal undivided share of ownership in the Common Elements. If all Subsequent Phases are submitted, as planned, to condominium ownership as a portion of Condominium Property pursuant to an amendment or amendments to this Declaration, the total number of Units shall be **forty-eight (48)** and each Unit shall have as an appurtenance thereto one (1) vote in the Association and an equal undivided share of ownership in the Common Elements, such share being **one forty-eighth (1/48)**. The number of Units planned to be included in each Subsequent Phase if, as and when added to the Condominium, is set forth in Article 6 hereof.

## 7.2. Withdrawal Notice.

DEVELOPER, IN ITS ABSOLUTE DISCRETION, RESERVES THE RIGHT TO ADD OR NOT TO ADD ANY OR ALL OF THE SUBSEQUENT PHASES AS PART OF THE CONDOMINIUM PROPERTY. Hence, notwithstanding anything contained in this Declaration to the contrary, no portion of any Subsequent Phase shall be affected or encumbered by this Declaration unless and until such Subsequent Phases are added to the Condominium Property by amendment to this Declaration recorded amongst the Public Records. NOTWITHSTANDING THE FACT THAT THE FOREGOING PORTION OF THIS PARAGRAPH 7.2 IS SELF-OPERATIVE, IF DEVELOPER DETERMINES NOT TO ADD ANY OR ALL SUBSEQUENT PHASES TO THE CONDOMINIUM PROPERTY, DEVELOPER MAY, IN ADDITION TO ANY ACTION OTHERWISE REQUIRED BY THE ACT, RECORD AMONGST THE PUBLIC RECORDS A NOTICE (“WITHDRAWAL NOTICE”) TO THE EFFECT THAT SUCH SUBSEQUENT PHASE OR SUBSEQUENT PHASES SHALL NOT BE ADDED TO THE CONDOMINIUM PROPERTY. Further, should Developer record amongst the Public Records a Withdrawal Notice with respect to one (1) or more, but not all, of the Subsequent Phases, Developer shall retain the right to record additional Withdrawal Notices

with respect to any or all of the Subsequent Phases, which were not submitted to the Condominium Property and are not covered by any prior Withdrawal Notice.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IN THE EVENT DEVELOPER RECORDS AMONGST THE PUBLIC RECORDS ONE (1) OR MORE WITHDRAWAL NOTICES, THEN DEVELOPER SHALL HAVE ALL RIGHTS PERMISSIBLE BY LAW WITH RESPECT TO OWNERSHIP OF THE SUBSEQUENT PHASES COVERED BY ANY AND ALL SUCH WITHDRAWAL NOTICES, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO DEVELOP SUCH SUBSEQUENT PHASE AND/OR SUBSEQUENT PHASES AS ONE (1) OR MORE SEPARATE CONDOMINIUMS, SINGLE FAMILY HOMES, TOWNHOUSES OR VILLA UNITS OR ONE OR MORE NON-CONDOMINIUM RESIDENTIAL BUILDINGS.

## **8. UNDIVIDED SHARES IN COMMON ELEMENTS**

### **8.1. Appurtenance.**

8.1.1. Ownership of the Common Elements and Membership in the Association. Each Unit shall have as an appurtenance thereto one (1) vote in the Association and an equal undivided share of ownership in the Common Elements. As each Subsequent Phase is added to the Condominium, each Unit's fractional interest in the Common Elements will decrease based upon the number of Units in the Subsequent Phase being added to the denominator.

8.1.2. Right to Use Common Elements. Each Unit shall have as an appurtenance thereto the right to use all of the Common Elements and Condominium Property of the Condominium in accordance with the Neighborhood Documents and subject to any limitations set forth in such Neighborhood Documents.

### **8.2. Share of Neighborhood Common Expenses and Common Surplus.**

The Neighborhood Common Expenses shall be shared and the Common Surplus shall be owned in proportion to each Unit Owner's share of ownership of the Common Elements.

## **9. VOTING INTERESTS**

### **9.1. Voting Interest.**

The Unit Owner or Unit Owners, collectively, of the fee simple title of record for each Unit shall have the right to one (1) vote per Unit ("Voting Interest") in the Association as to matters on which a vote by Unit Owners is taken



as provided under the Neighborhood Documents and the Act, regardless of the number of Phases which have been added to the Condominium Property or the number of condominiums which have been created within Grand Vista Condominium at Grand Haven, as to the matters on which a vote by the Unit Owners is taken as provided in the Neighborhood Documents and the Act.

**9.2. Voting By Corporation or Multiple Unit Owners.**

The Voting Interest of the Unit Owners of any Unit owned by more than one (1) person, a corporation or other entity, or by one (1) person and a corporation and/or other entity, or by any combination of the aforesaid, shall be cast by the person ("Voting Member") named in a "Voting Certificate" signed by all of the Unit Owners of such Unit or, if appropriate, by properly designated officers, principals or partners of the respective legal entity which owns the Unit and filed with the Secretary of the Association. If a Voting Certificate is not on file with the Association, the Voting Interest associated with a Unit where the designation of a Voting Member is required shall not be considered in determining the requirement for a quorum or for any other purpose.

**9.3. Ownership by Husband and Wife.**

Notwithstanding the provisions of Paragraph 9.2 above, whenever any Unit is owned solely by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a Voting Certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

- (i) Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy for the other for purposes of casting the Voting Interest for each Unit owned solely by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to exercise their Voting Interest on that subject at that meeting.
- (ii) Where only one (1) spouse is present at a meeting, the spouse present may exercise the Voting Interest of the Unit without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Unit shall not be considered in determining the requirement for a quorum or for any other purpose unless such prior notice to the contrary has been withdrawn by a subsequent written notice executed

by both husband and wife.

- (iii) Where neither spouse is present, the person designated in a proxy signed by either spouse may exercise the Voting Interest of the Unit, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different proxy by the other spouse, the vote of said Unit shall not be considered in determining the requirement for a quorum or for any other purpose.

9.4. **Voting by Proxy.**

Except as specifically otherwise provided in the Act, Unit Owners may not vote by general proxy, but may vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies and general proxies may also be used for voting on the matters outlined in Section 718.112(2)(b)2 of the Act; however, no proxy, limited or general, shall be used in the election of members of the Board.

9.5. **Elections.**

The members of the Board shall be elected by written ballot or voting machine in accordance with the provisions of Section 718.112(2)(d)4 of the Act.

9.6. **Eligibility of Directors.**

In accordance with Section 718.112(2)(d)2 of the Act, except for Developer-appointed directors, directors of the Board ("Director[s]") must be Members or the spouses, parents or children of Members except that if a Unit is owned by an entity and not an individual, such entity may appoint an individual on its behalf to be eligible to serve on the Board.

**10. PLAN FOR DEVELOPMENT**

10.1. Developer is the developer of this Condominium located in the County. The Condominium is planned to contain a maximum of forty-eight (48) Units in two (2) phases each containing two, three (3)-story residential Buildings with twelve (12) Units each (which each include a garage as part of the Unit) and other Common Elements as provided in this Declaration.

10.2. The Condominium is part of Grand Vista Condominium at Grand Haven which is a phase condominium development. The Association is the entity

responsible for operating and administering the Condominium, Grand Vista Condominium at Grand Haven and any other Grand Vista at Grand Haven. The Association has among its members all Unit Owners in the Condominium and Other Unit Owners in any other Grand Vista at Grand Haven Condominium(s). Each Unit shall be obligated for a proportionate share of Neighborhood Assessments of the Association attributable to the Association Property as described in Paragraph 6.5 above.

10.3. The Condominium is located in the Grand Haven community which is situated within Grand Haven in the County. Master Developer, and not Developer, developed Grand Haven. Developer is not affiliated with the Master Developer of Grand Haven. Grand Haven is a multi-phased-planned community comprising residential, recreational, social and commercial property. The residential portions of Grand Haven are known and referred to as the Grand Haven Community in the Master Documents.

10.4. The Master Association has been organized for the purpose of administering the Master Declaration and the residential portions of the Grand Haven Community and has among its members all "Owners" of "Lots" or "Units" (as those terms are defined in the Master Declaration). Each Unit Owner is a "Member" (as defined in the Master Declaration) of the Master Association and each Unit shall be obligated for a proportionate share of assessments of the Master Association attributable to the Condominium Property.

10.5. A uniform community development district known as the Grand Haven Community Development District (the "CDD") has been established pursuant to Chapter 190 of the Florida Statutes to acquire or provide certain funding of the construction, maintenance and repair of improvements serving Grand Haven. The CDD will provide certain urban community development services and will have the authority to levy and collect fees, rates, charges, taxes and assessments to pay for, finance and provide such services. The CDD will impose taxes and/or assessments on Grand Haven through a special taxing CDD. These taxes will pay for the construction, maintenance and/or repair costs of improvements serving Grand Haven and will be set annually by the governing board of the CDD. These taxes and assessments are in addition to county and all other taxes and assessment provided for by law. These fees, rates, charges, taxes and assessments will either appear on the annual real estate tax bill for each Unit Owner in which case they will be payable directly to the Flagler County Tax Collector or they will appear on a separate bill issued to each Unit Owner by the CDD. All taxes of the CDD shall constitute a lien upon those portions of Grand Haven owned by any Owner. The CDD shall have the power to issue any types of bonds permitted by Chapter 190, Florida Statutes.

10.6. Land Condominium. The Condominium is also subject to the governance of a Land Condominium called the La Vista Land Condominium (the "Land Condominium") which is recorded in the Public Records of Flagler County,

Florida. The Land Condominium, Land Condominium Association, Declaration and Plans are recorded in the public records of Flagler County, Florida as referenced on Exhibit "A" attached hereto and which was created to provide for two phases. Grand Vista Condominium at Grand Haven is located in Phase I of the Land Condominium, with any further phases on other developed parcels. Further development may occur on Phase II of the Land Condominium. The Land Condominium shall share cost of common expenses, including, but not limited to general maintenance of the grounds as determined by the Land Condominium Association. Expenses of the Land Condominium shall be shared between the two phases as governed by the Board of the Land Condominium.

10.7. Grand Haven is subject to, among other governmental development orders and conditions: (i) that certain Development of Regional Impact Order, Flagler County Resolution No. 89-6 filed January 6, 1989 in O.R. Book 377, Page 507; Notice of Adoption of a Development Order recorded in O.R. Book 379, Page 810; Notice of Adoption recorded in O.R. Book 578, Page 320; Notice of Adoption recorded in O.R. Book 590, Page 1375; Resolution No. 98-65 filed 9/25/1998 in O.R. Book 628, Page 1016, together with Notification of DRI/Development Order in O.R. Book 809, Page 448 and Assignment and Assumption recorded in O.R. Book 693, Page 812, and O.R. Book 693, Page 867, all of the Public Records of Flagler County, Florida.; and Ordinance No. 90-10 for special assessments recorded in O.R. Book 439, Page 1196, Resolution No. 90-40, as recorded in O.R. Book 439, Page 1431; Resolution No. 91-21, recorded in O.R. Book 450, Page 476; Resolution No. 91-28 and Colbert Lane Extension Benefitted Area Assessment Agreement recorded in O.R. Book 453, Page 535, all of the Public Records of Flagler County, Florida ("Grand Haven DRI").

## **11. ASSOCIATION**

### **11.1. Purpose of Association.**

The Association shall be the condominium association responsible for the operation of the Condominium, Grand Vista Condominium at Grand Haven and, subject to the other provisions hereof, certain other condominiums created within Grand Vista at Grand Haven. In addition to being the entity responsible for the enforcement of the Neighborhood Documents within Grand Haven, the Association is also the entity primarily responsible for enforcing the Master Documents within the boundaries of Grand Haven. Each Unit Owner shall be a member of the Association as provided in the Neighborhood Documents, and a member of the Master Association as provided in the Master Documents. A copy of the Articles are attached hereto as **Exhibit C** and made a part hereof. A copy of the Bylaws are attached hereto as **Exhibit D** and made a part hereof.

### **11.2. Conveyance to Association.**

The Association is obligated to accept any and all conveyances and assignments to it by Developer or the Master Association of a fee simple title, easements, leases or permits to all or portions of its property.

### **11.3. Conveyance by Association.**

The Association is empowered to delegate any of its functions or convey any of its property to any governmental unit as may be required or deemed necessary from time to time.

### **11.4. Relationship to the Master Association**

11.4.1. The Master Association. Grand Vista Condominium at Grand Haven is a component of the larger master planned community known as Grand Haven. The residential portion of Grand Haven is known and referred to as the Grand Haven Community in the Master Documents. The Association is a "Subordinate Association" as that term is described in the Master Declaration. All Unit Owners, lessees, and occupants of Units in the Condominium shall have access to and use of various services and facilities that may be provided by the Master Association. Every Unit Owner, by acceptance of a deed to a Unit, acknowledges that, in addition to being subject to and bound by the Neighborhood Documents, he or she is subject to the Master Declaration and that he or she is obligated for his or her Unit's proportionate share of assessments levied by the Master Association against the Condominium Property in accordance with the terms of the Master Declaration. Each Unit Owner covenants and agrees to pay all such assessments of the Master Association.

11.4.2. Supremacy of the Master Declaration. In addition to all of the rights and obligations which have been conferred or imposed upon the Association pursuant to Neighborhood Documents, the Association shall be entitled to exercise any of the rights conferred upon it and shall be subject to all of the obligations imposed upon it pursuant to the Master Documents. The Association and all committees thereof shall also be subject to all superior rights and powers which have been conferred upon the Master Association pursuant to the Master Documents. The Association shall take no action in derogation of the rights of the Master Association.

11.4.3. Cumulative Effect; Conflict. The provisions of the Neighborhood Documents shall be cumulative with the provisions of the Master Documents; however, in the event of conflict between or among the provisions of the Neighborhood Documents and the Master Documents, the latter shall be superior so long as the restrictions and conditions contained within the Master Documents does not conflict with the powers and duties of the Association or the rights of Unit Owners as provided in the Act. The foregoing priorities shall not prevent enforcement by the Association of

provisions or rules which are stricter than those of the Master Association.

## **12. EASEMENTS**

### **12.1. Perpetual Nonexclusive Easement to Public Ways, the Condominium Property and the Association Property.**

The walks and other rights-of-way, if any, in the Condominium as shown on the Site Plan, attached as **Exhibit B** hereto and made a part hereof, or hereafter located within the Condominium shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement for ingress and egress and access to, over and across the same, to public ways, including dedicated streets, the Condominium Property and the Association Property, which easement is hereby created in favor of all the Unit Owners in the Condominium and all the Other Unit Owners, now or hereafter existing for their use and enjoyment and for the use and enjoyment of their family members, guests, lessees or invitees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended, including ingress and egress for the furnishing of services by fire protection agencies, police and other authorities of the law, United States mail carriers, representatives of public and private utilities, including, but not limited to, the Department of Environmental Protection, telephone, electricity, sewer, water, gas, drainage, irrigation, lighting, television transmission, cable television and communications systems transmission, reception and monitoring, security, garbage and waste removal and the like and for all purposes incidental thereto and other utilities or services authorized by Developer, its successors or assigns to service Condominium Property and the Association Property; and such other persons as Developer from time to time may designate for performing their authorized services. Developer hereby reserves unto itself, its successors, assigns, designees and nominees, and hereby grants to the Association, the right to grant easements, permits and licenses over the Common Elements and Association Property and to impose upon the Common Elements henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interests of and necessary and proper for the Condominium. The Association shall have the right to establish the rules and regulations governing the use and enjoyment of the Common Elements and Association Property and all easements over and upon same. Each Unit Owner has an unrestricted right of ingress and egress to his or her Unit which right passes with transfer of ownership of the Unit.

### **12.2. Easements and Cross-Easements on Common Elements and Association Property.**

The Common Elements of the Condominium and the Association Property shall be and the same are hereby duly declared to be subject to perpetual nonexclusive easements in favor of the Association, and such appropriate utility,

telecommunication and other service companies or the providers of the services hereinafter set forth as may be from time to time designated by Developer or Master Declarant, as applicable, to and from all portions of the Condominium and Association Property for ingress and egress, and for the installation, maintenance, construction and repair of facilities, including, but not limited to, electric power, telephone, sewer, water, gas, drainage, irrigation, lighting, television transmission, cable television and communications systems transmission, reception and monitoring, security, pest control, garbage and waste removal and the like and for all purposes incidental thereto. Developer hereby reserves unto itself, its successors, assigns, designees and nominees and hereby grants to the Association, the right to grant easements, permits and licenses over the Common Elements and Association Property and to impose upon the Common Elements and Association Property henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interests of and necessary and proper for the Condominium and the Members of the Association. Developer hereby reserves a blanket easement over, under, upon and through the Condominium Property and Association Property for any purpose whatsoever.

### 12.3. **The Land.**

Developer reserves the right for itself to grant such easements over, under, in and upon the Land in favor of itself, the Association, its members, designees, and appropriate utility and other service corporations or companies for ingress and egress for persons and vehicles and to provide power, electric, sewer, water and other utility services and lighting facilities, irrigation, television transmission and distribution facilities, cable television facilities, telecommunications, security service and facilities in connection therewith, pest control, and access to publicly dedicated streets, and the like.

### 12.4. **Central Cable or Satellite Television Service, Telecommunication, Receiving and Distribution Systems.**

To the extent not otherwise reserved by the Master Developer in the Master Declaration, Developer hereby reserves the exclusive (to the extent permitted by law) and perpetual right and easement (but not the obligation) to install, provide, repair, operate, replace, expand, remove, relocate and maintain (and solicit customers for) in the Condominium and within all Units and Common Elements therein, any or all present or future systems and equipment, and services provided over such systems and equipment, which are or may be developed for the purposes of: (i) transmitting a television picture, whether transmitted by cable, fiber optics, over the air, satellite, or any other means which may become technologically feasible in the future (including, without limitation, any wireless system, any closed circuit, master antenna or cable television system, ancillary safety-related services, and any and all related conduits, wires, amplifiers, antennas, towers and other apparatus and equipment); or (ii) a

telecommunication (including, but not limited to, voice, local and long distance telephone services, high speed data/internet/intranet services, and security monitoring) receiving and distribution system, including conduits, wires, amplifiers, towers, antennae, satellite and other related apparatus and equipment (collectively, the "Systems"), all as Developer in its sole discretion deems appropriate. Unit Owners, by acceptance of a deed to a Unit, hereby acknowledge and agree that the easement created in this Paragraph I 2.4 is a reservation of rights to Developer, and that no fees, consideration or other amounts shall be paid to, or otherwise accrue in favor of the Association or the Unit Owners with respect to the use of this easement. Such exclusive and perpetual right shall include, without limitation, Developer's right to select and contract (on behalf of the Association) with companies licensed to provide the foregoing services to the Condominium for a reasonable fee not to exceed the maximum allowable charge for such service, as such from time to time is defined by the laws, rules and regulations of the relevant government authority, if applicable. In furtherance of the foregoing, the Association may enter into bulk rate service agreements, among other related agreements, for the provision of the foregoing services and Systems to all Units and the Common Elements. The Association's expenses in this regard shall be a Common Expense shared equally per Unit and no Unit Owner may be exempted from the foregoing by reason of waiver of the use or enjoyment of such services or Systems. If additional services or benefits are provided to particular Unit Owners, the benefited Unit Owner(s) shall pay the service provider directly for such services.

#### 12.5. **Easement for Encroachments.**

12.5.1. **Settlement or Movement of Improvements.** All the Condominium Property shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon such areas or improvements contiguous thereto or caused by minor inaccuracies in the building or rebuilding of such improvements.

12.5.2. **Air Space.** All the Land and improvements thereon, including, but not limited to, the Condominium Property, shall be subject to perpetual easements for encroachments, for so long as such encroachment exists, in favor of each Unit and the Unit Owners thereof, their family members, guests, invitees and lessees for air space for any Lanai of any Unit, and the reasonable use, maintenance and repair of same, which extends under, over or through any of the Land and improvements thereon, including, but not limited to, the Condominium Property, including, but not limited to, Common Elements. Such easements shall be appurtenances to and a covenant running with the respective Unit in whose favor such easements exist.

12.5.3. **Additional Easements.** The Other Unit Owners, now or hereafter existing, along with their family members, guests, invitees, and lessees, shall have as an appurtenance to and a covenant running with such Other Homes: (i) the right to use and enjoy the Association Property in the same manner and



with the same privileges as Unit Owners have or may have from time to time; and (ii) a perpetual nonexclusive easement over, across and through the Association Property for the use and enjoyment thereof and from and to public ways, including dedicated streets. The Unit Owners shall have a similar perpetual nonexclusive easement for ingress and egress and access to, over and across the walks and other rights of way located upon the portion of the Land covered by a Withdrawal Notice, if any, from and to public ways, including dedicated streets and the Association Property subject to rules and regulations established by the Association governing the use and enjoyment of such easements. The Association shall not establish any rule or regulation with respect to the use and enjoyment of the Association Property or the easements created by this subsection 12.5.3 which do not apply uniformly to the Unit Owners and Other Unit Owners and their respective family members, guests, invitees and lessees.

12.5.4. Term of Encroachment Easements. The above easements for encroachments shall continue until such encroachments no longer exist.

**12.6. Reservation for Periodic Inspections.**

Developer shall have the right, but not the obligation, to conduct inspections of and tests on, from time to time, all or any parts of the Common Elements and Association Property and improvements thereon in order to ascertain the physical condition of the Common Elements and Association Property and improvements thereon and to determine whether maintenance, repair or replacement of the Common Elements and Association Property or improvements thereon is indicated. If Developer conducts any such tests or inspections, which may include, without limitation, photographing and/or videotaping such property and improvements, it shall pay all costs thereof, restore the affected portion of the Condominium Property and Association Property to its condition immediately prior to the inspections and tests, and shall indemnify the Association, the Unit Owner(s) of any affected Unit(s), or the Other Home Owner(s) or any affected Other Home(s) from any damages resulting therefrom. If Developer desires to inspect a Limited Common Element appurtenant to only one (1) Unit, Developer shall provide reasonable prior notice to the affected Unit Owner, except in any situation deemed, in Developer's sole and absolute discretion, to be an emergency. If Developer determines, in its sole and absolute discretion, that the Association has failed to maintain any portion of the Common Elements or Association Property in a manner consistent with the provisions of this Declaration, it may so notify the Association, in writing, and the Association shall promptly perform the required maintenance or repairs. Failure of the Association to maintain the Common Elements or Association Property in such a manner shall relieve Developer and any predecessor Developer of any liability to the Association or to any Unit Owner or occupant of a Unit for any condition of the Common Elements or Association Property. Developer hereby reserves the right of entry on, over, under, across and through the Condominium Property and Association Property as may be reasonably necessary for the foregoing purposes.

**12.7. Cross Easements for Drainage.**

Nonexclusive cross easements for drainage pursuant to the stormwater management system created by Developer as maintained, improved, repaired and/or replaced by the Association in compliance with applicable governmental regulations is hereby granted to each owner of any portion of the Condominium Property, each owner of other portions of Grand Vista Condominium at Grand Haven and to all applicable governmental authorities.

**12.8. Surface Water or Stormwater Management System Easement for Access and Drainage.**

The Master Association, the CDD and the Association (to the extent the Association is obligated to operate, maintain or repair the Surface Water or Stormwater Management System, or a portion thereof), shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Master Association, the CDD and the Association, as applicable, shall have the right to enter upon any portion of the Land or Association Property which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner to operate, maintain or repair the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District ("District") Permit No. \_\_\_\_\_ ("District Permit"), a copy of which is on file with the Master Association and the Association. Additionally, the Master Association, the CDD and the Association, as applicable, shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the District and the Master Association, the CDD and the Association, as applicable.

**12.9. Easements for Maintenance, Emergency, and Enforcement.**

Developer grants to the Association easements over the Condominium Property and Association Property as necessary for the Association to fulfill its maintenance repair and replacement responsibilities under this Declaration. The Association shall also have an easement and the irrevocable right of access to each Unit, during reasonable hours, when necessary for the maintenance, repair or replacement of the Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration, or as necessary to prevent damage to the Common Elements or to any Unit. Such easement and right may be exercised by the Association through its officers, Directors, committee members, employees, contractors, or agents in their capacity as such and by all emergency personnel in the performance of their duties as long as in compliance with Section 718.111(5) of the Act. Except in an emergency situation, entry shall only be during

reasonable hours and after notice to the Unit Owner pursuant to Section 718.111(5) of the Act.

Developer grants to the Association, subject to any required notice, an easement and right to enter a Unit to abate a Condominium Documents or Master Documents violation and/or to remove any structure, thing, or condition that violates the Condominium Documents or Master Documents in accordance with Section 718.111(5) of the Act. Any costs incurred, including Legal Fees, shall be charged to the Unit Owner.

#### 12.10. Adjacent Property.

The Association has the right to grant to owners and users of property which is contiguous to the Condominium Property, easements upon, under, over and across the Common Elements of the Condominium and the Association Property for purposes of use, ingress, egress and access; provided, however, that the recipients of such easements shall pay, or cause to be paid, a pro rata portion of the expenses associated with ownership, operation and use of such Common Elements and the Association Property based upon the number of residential dwelling units on each property. In the event the development of such adjacent properties requires a grant of access across a portion of the existing roadways of the Condominium Property and the Association Property, the Association shall be required to grant a recordable easement to the owner(s) of such adjacent properties to permit such access. In addition, the Association shall have the right to grant such additional electric, telephone, gas or other utility easements, and to relocate any existing easements in any portion of the Condominium Property and the Association Property, and to grant access easements and relocate any existing access easements in any portion of the Condominium Property and the Association Property, as the Association shall deem necessary or desirable for the property operation and maintenance of the Condominium Property improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Units for their intended purposes.

#### 12.11. Developer's Right to Grant Additional Easements.

Developer reserves the right for itself, so long as Developer is offering any Unit for sale or lease in Grand Vista Condominium at Grand Haven in the ordinary course of business, to grant such easements over, under, in and upon the Land in favor of itself, the Association, its members, designees, and appropriate utility and other service corporations or companies for ingress and egress for persons, and to provide power, electric, sewer, water and other utility services and lighting facilities, television transmission and distribution facilities, cable television facilities, telecommunications, monitoring, security, pest control and the like and for all purposes incidental thereto. The Association shall have the right to

execute, deliver and impose, from time to time, such easements and cross-easements for any of the foregoing purposes and at such location or locations as determined by the Association.

### 13. LIABILITY INSURANCE PROVISIONS

#### 13.1. Public Liability Insurance.

The Board shall obtain liability insurance in the form generally known as Public Liability and/or Owners, Landlord and Tenant Policies, or alternatively, in the event Developer so elects, the Association shall be covered under Developer's insurance, in such amounts as it may determine from time to time for the purpose of providing liability insurance coverage for all property and improvements in Grand Vista Condominium at Grand Haven, excluding the Units; provided, however, that such policy or policies shall not have limits of less than One Million Dollars (\$1,000,000) covering all claims for personal injury and One Hundred Thousand Dollars (\$100,000) for property damage arising out of a single occurrence; provided, however, if the Act requires greater coverage for public liability insurance, the Board shall obtain such greater coverage. The Board shall collect and enforce the payment of a share of the premium for such insurance from each Unit Owner as a part of the Annual Assessment. Said insurance shall include, but not be limited to, legal liability for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of any property or improvements within Grand Vista Condominium at Grand Haven, legal liability arising out of law suits related to employment contracts of the Association (if available at acceptable rates), water damage, liability for hazards related to usage and liability for property of others (if available at acceptable rates), hired automobile, non-owned automobile and off-premises employee coverage (if available at acceptable rates) and such other risks as are customarily covered with respect to developments similar to Grand Vista Condominium at Grand Haven in construction, location and use. All such policies shall name the Association (and Developer so long as Developer shall own any of the Condominium Property, as their respective interests may appear) as the insured(s) under such policy or policies. The original or a true copy of each policy shall be held in the office of the Association. The insurance purchased shall contain a "severability of interest endorsement," or equivalent coverage, which would preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of either the Association, Developer or any other Unit Owner or deny the claim of either Developer or the Association because of the negligent acts of the other or the negligent acts of a Unit Owner. All liability insurance shall contain cross liability endorsements to cover liabilities of the Unit Owners as a group to each Unit Owner. Each Unit Owner shall be responsible for the purchasing of casualty and liability insurance as required by Section 718.111(11) of the Act and such policies must conform to the requirements of Section 627.714, Florida Statutes, and, if the Unit Owner so determines, for supplementing any insurance purchased by the Association. Each Unit Owner shall also be responsible for the purchasing of

insurance which covers damage to other Units caused by the Unit Owner's negligence. Notwithstanding the foregoing, in the event the Board determines that the cost of public liability insurance is economically unwarranted, the Board may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue coverage.

### 13.2. **Fidelity Insurance.**

Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Directors and all others who handle and are responsible for handling funds of the Association (whether or not they receive compensation), shall be maintained as required by the Act. Such coverage shall be in the form of fidelity bonds which meet the following requirements : (i) such bonds shall name the Association as an obligee and premiums therefor shall be paid by the Association; (ii) such bonds shall be written in an amount equal to the amount of the annual operating budget at any one time plus reserve funds, but in no event less than the amount required by the Act for each such person; and (iii) such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression, if such waiver is available.

### 13.3. **Cancellation Provision.**

All insurance policies or fidelity bonds purchased pursuant to this Article 13 shall provide that they may not be canceled without at least ten (10) days prior written notice to the Association and to Institutional Mortgagees.

## 14. **PROVISIONS RELATING TO CASUALTY INSURANCE AND DESTRUCTION OF IMPROVEMENTS**

### 14.1. **Property Insurance.**

The Association shall carry insurance in accordance with the requirements of Section 718.111(11) of the Act. All Unit Owners are required to carry hazard and liability insurance in accordance with Section 718.111 (11) of the Act and such policies must conform to the requirements of Section 627.714, Florida Statutes. No Owner shall cancel such insurance without at least thirty (30) days prior written notice to the Association.

### 14.2. **Flood Insurance.**

If determined appropriate by the Board or if required by any Institutional Mortgagee, the Association shall obtain a master or blanket policy of flood insurance covering all property and improvements in Grand Vista Condominium at Grand Haven, if available and at a reasonable premium, under the National Flood Insurance Program or any other government regulated insurance carrier authorized

to conduct business in the State of Florida or a commercial underwriter, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association or such authorized commercial underwriter, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program or one hundred percent (100%) of the current replacement cost of all Buildings and other insurable property located in the flood hazard area.

#### 14.3. Form of Policy and Insurance Trustee.

The Association may, to the extent possible and not inconsistent with the foregoing, obtain one (1) policy to insure all of the insurable improvements within Grand Vista Condominium at Grand Haven operated by the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and assessed as part of the Annual Assessment. The company (or companies) with which the Association shall place its insurance coverage, as provided in this Declaration, must be a good and responsible company (or companies) authorized to do business in the State of Florida. In addition, the insurance agent must be located in the State of Florida. The Association shall have the right to designate a trustee ("Insurance Trustee") and upon the request of the Institutional Mortgagee holding the highest dollar indebtedness encumbering Units within Grand Vista Condominium at Grand Haven, as applicable ("Lead Mortgagee") shall designate an Insurance Trustee. Thereafter the Association from time to time shall have the right to change the Insurance Trustee to such other trust company authorized to conduct business in the State of Florida or to such other person, firm or corporation as Insurance Trustee as shall be acceptable to the Board and the Lead Mortgagee. The Lead Mortgagee shall have the right, for so long as it holds the highest dollar indebtedness encumbering Units within Grand Vista Condominium at Grand Haven, as applicable, to approve: (i) the form of the insurance policies; (ii) the amounts thereof; (iii) the company or companies which shall be the insurers under such policies; (iv) the insurance agent or agents; and (v) the designation of the Insurance Trustee if it deems the use of an Insurance Trustee other than the Board to be necessary, which approval(s) shall not be unreasonably withheld or delayed; provided, however, for so long as Developer owns any Unit(s), Developer shall have the right, but not the obligation, to require the Association to designate an Insurance Trustee other than the Board. Notwithstanding anything in this Declaration to the contrary, the Board may act as the Insurance Trustee hereunder unless otherwise required by the Lead Mortgagee or Developer. The Lead Mortgagee shall inform the Association by written notification if it requires the use of an Insurance Trustee other than the Board. If the use of an Insurance Trustee other than the Board is requested in writing, then the Lead Mortgagee shall be deemed to have approved the Insurance Trustee unless the Lead Mortgagee's written disapproval is received by the Association within thirty (30) days after notice from the Association of the identity of the proposed Insurance Trustee. If no Insurance Trustee is required, the Board shall receive, hold and expend insurance proceeds in the manner hereinafter provided as

if it were the Insurance Trustee.

#### 14.4. Required Policy Provisions.

All such aforesaid policies shall provide that they may not be canceled without at least ten (10) days' prior written notice to the Association and Listed Mortgagees and shall be deposited with the Insurance Trustee upon its written acknowledgment that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its service as Insurance Trustee. The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies or for the failure to collect any insurance proceeds. The Association may determine to act as Insurance Trustee, in which event references herein to Insurance Trustee shall refer to the Board.

#### 14.5. Restrictions of Mortgagees.

No mortgagee shall have any right to participate in the determination of whether property is to be rebuilt, nor shall any mortgagee have the right to apply insurance proceeds to repayment of its loan unless such proceeds are distributed to Unit Owners and/or their respective mortgagees.

#### 14.6. Distribution of Insurance Proceeds and Losses.

The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it and to hold such proceeds in trust for the Association, Unit Owners and mortgagees under the following terms:

14.6.1 Loss to Unit Alone. In the event a loss insured under the policies held by the Insurance Trustee occurs to any improvements within any of the Units alone, without any loss to any other improvements within Grand Vista Condominium at Grand Haven, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the Unit Owners of the Units damaged and their mortgagees, if any, as their interests may appear, and it shall be the duty of these Unit Owners to use such proceeds to effect necessary repair to the Units. The Insurance Trustee, where other than the Association, may rely upon the written statement of the Association as to whether or not there has been a loss to the Unit alone, the Common Elements or any combination thereof.

14.6.2 Loss to Units and Common Elements. In the event that a loss occurs as a result of damages to the improvements within the Common Elements and/or Units and Common Elements that are contiguous, then the Insurance Trustee

shall hold, in trust, all insurance proceeds received with respect to such damage, together with any and all other funds paid as hereinafter provided, and shall distribute the same as follows:

(a) The Board shall obtain or cause to be obtained reliable and detailed estimates and/or bids for the cost of rebuilding and reconstructing the damage and for the purpose of determining whether insurance proceeds are sufficient to pay for the same.

(b) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements, then the damaged improvements shall be completely repaired and restored. In this event, all payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee and execute affidavits required by law, by the Association, by any Institutional Mortgagee named on a mortgage endorsement or by the Insurance Trustee, and shall deliver the same to the Insurance Trustee. Further, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis or some other reasonable terms under the circumstances, said contractor shall post a performance and payment bond, and the Insurance Trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments contained in the construction contract between the Association and the contractor. Subject to the foregoing, the Board shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(c) In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements within the Common Elements and Units contiguous to such damaged Common Elements, the Board shall hold a special meeting to determine a Special Assessment against all of the Unit Owners to obtain any necessary funds to repair and to restore such damaged improvements. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Special Assessment against each Unit setting forth the date or dates of payment of the same, and any and all funds received from the Unit Owners pursuant to such Special Assessment shall be delivered to the Insurance Trustee and disbursed as provided in subparagraph 14.6.2(b) immediately preceding.

14.6.3. Distribution of Excess Funds. In the event that after the completion of and payment for the repair and reconstruction of the damage to the damaged property and after the payment of the Insurance Trustee's fee with respect thereto any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be disbursed in the manner of the insurance proceeds distribution. However, in the event such repairs and replacements were paid for by any Special Assessment as well as insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repair, replacement and reconstruction were first disbursed from insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the Unit Owners in proportion to their



contributions by way of Special Assessment.

14.6.4. Institutional Mortgagees. In the event the Insurance Trustee has on hand, within one hundred twenty (120) days after any casualty or loss, insurance proceeds and, if necessary, funds from any Special Assessment sufficient to pay fully any required restoration and repair with respect to such casualty or loss, then no mortgagee shall have the right to require the application of any insurance proceeds or Special Assessment to the payment of its loan. Any provision contained herein for the benefit of any mortgagee may be enforced by a mortgagee.

14.6.5. Repair of Damaged Property. Any repair, rebuilding or reconstruction of damaged property shall be substantially in accordance with the architectural plans and specifications for Grand Vista Condominium at Grand Haven, as: (i) originally constructed; (ii) reconstructed; or (iii) depicted in new plans and specifications approved by the Board and the applicable Architectural Control Committee of the Master Association; provided, however, any material or substantial change in new plans and specifications approved by the Board, and the applicable Architectural Control Committee of the Master Association, from the plans and specifications of Grand Vista Condominium at Grand Haven as previously constructed shall require approval by the Lead Mortgagee.

14.6.6. Determination of Damage. The Board shall determine, in its sole and absolute discretion, whether damage or loss has occurred to improvements within the Units alone, Common Elements alone or to improvements within any combination thereof.

14.6.7. Insurance Amounts. Notwithstanding anything in this Article 14 to the contrary, the amounts set forth for the purchase of insurance in this Article 14 are the minimum amounts to be purchased. Therefore, Unit Owners or the Association, as the case may be, may purchase insurance in excess of the amounts set forth herein. The amounts set forth do not constitute a representation or warranty of any kind by Developer or the Association as to the proper amount or kinds of insurance required. Section 718.111(11) of the Act sets forth the insurance coverage required to be carried by the Association and the Unit Owners and such Section should be read to ensure the required coverage is obtained.

14.6.8. Miscellaneous Policy Requirements. Policies insuring the property within Grand Vista Condominium at Grand Haven purchased pursuant to the requirements of this Article 14 shall provide that any insurance trust agreement shall be recognized; the right of subrogation against Unit Owners will be waived; the insurance will not be prejudiced by any acts or omission of individual Unit Owners who are not under the control of the Association; and the policy will be primary, even if a Unit Owner has other insurance that covers the same loss.

14.6.9. Master Form of Insurance. Nothing contained herein shall prohibit the Association from obtaining a "Master" or "Blanket" form of insurance to meet

the requirements of this Article 14, provided that the coverages required hereunder are fulfilled.

## **15. PROVISIONS RELATING TO CONDEMNATION OR EMINENT DOMAIN PROCEEDINGS**

### **15.1. Proceedings.**

The Association shall represent the Unit Owners in the condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or the Association Property or any parts thereof by the condemning authority. Each Unit Owner of a Unit shall represent his or her interest in any condemnation proceeding or in negotiations, settlements and agreements with the condemning authority for acquisition of such Unit Owner's Unit by the condemning authority.

### **15.2. Deposit of Awards With Insurance Trustee.**

The taking of any portion of the Condominium Property or Association Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Although the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board, a special charge shall be made against a defaulting Unit Owner in the amount of his or her award, or the amount of that award shall be set off against the sums hereafter made payable to that Unit Owner.

### **15.3. Disbursement of Funds.**

If the Condominium is terminated in accordance with the provisions of this Declaration after condemnation, the proceeds of the awards and Special Assessments, if any, shall be deemed to be Condominium Property and shall be divided into the shares described in the Declaration and distributed to the Unit Owners and mortgagees as their interests may appear. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of the condemned Units will be made whole and the Condominium Property damaged by the taking will be made usable in the manner provided below.

### **15.4. Unit Reduced But Tenatable.**

If the taking reduces the size of a Unit ("Affected Home") and the remaining portion of the Affected Home can be made tenatable, the award for the taking of a portion of the Affected Home shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

15.4.1. Affected Home Made Tenantable. The Affected Home shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be collected as a special charge against the Affected Home.

15.4.2. Excess Distributed to Unit Owner and Institutional Mortgagee. The balance of the award, if any, shall be distributed to the Unit Owner of the Affected Home and to each Institutional Mortgagee of the Affected Home, the remittance being made payable to the Unit Owner and Institutional Mortgagees as their interests may appear.

15.4.3. Reduction in Percentage of Common Elements. If the floor area of the Affected Home is reduced by the taking, the number representing the share in the ownership of the Common Elements appurtenant to the Affected Home shall not be reduced ("Reduction in Percentage of Common Elements") in the proportion by which the floor area of the Affected Home.

15.5. Affected Home Made Untenantable.

If the taking is of the entire Affected Home or the taking so reduces the size of an Affected Home that it cannot be made tenantable, the award for the taking of the Affected Home shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

15.5.1. Payment to Unit Owner and Institutional Mortgagee. The market value of the Affected Home immediately prior to the taking shall be paid to the Unit Owner thereof and to each Institutional Mortgagee thereof as their interests may appear.

15.5.2. Remaining Portion of Affected Home. The remaining portion of the Affected Home, if any, shall be released by the Institutional Mortgagee and conveyed by the Unit Owner to the Association. Such remaining portion of the Affected Home shall become a part of the Common Elements and shall be placed in a condition approved by the Board and the Neighborhood Documents shall be amended to reflect the addition of such Common Elements; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking after the payment set forth in subparagraph 15.4.1 above, the work shall be approved in the manner required for further improvement of the Common Elements.

15.5.3. Adjustment in Shares of Common Elements. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements from the Affected Homes among the reduced number of Units. The shares

of the continuing Units in the ownership of the Common Elements shall be restated with the percentage of ownership in the Common Elements of the Affected Home being allocated to all the continuing Units in proportion to their relative share of ownership in the Common Elements.

15.5.4. Insufficient Award. If the amount of the award for the taking is not sufficient to pay the market value of the Affected Home to the Unit Owner and to condition the remaining portion of the Affected Home for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Special Assessments against all of the Unit Owners who will continue as Unit Owners after the changes in the Condominium effected by the taking. The Neighborhood Assessments shall be made in proportion to the shares of those Unit Owners in the Common Elements after the changes effected by the taking.

15.5.5. Determination of Market Value of Affected Home. If the market value of an Affected Home prior to the taking cannot be determined by agreement between the Unit Owner, the Institutional Mortgagees of the Affected Home and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Affected Home; and the determination of the arbitrators shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The cost of arbitration proceedings shall be assessed against all Units in proportion to the shares of the Units in the Common Elements as they exist prior to the changes effected by the taking.

#### 15.6. Taking of Common Elements and Association Property.

Awards for taking of Common Elements and/or the Association Property shall be used to make the remaining portion of the Common Elements and/or the Association Property usable in the manner approved by the Board; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required for further improvement of the Common Elements and/or the Association Property. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation and to Institutional Mortgagees as their interests may appear. The balance of the awards for the taking of the Association Property, if any, shall be distributed to the Members of the Association.

#### 15.7. Amendment of Declaration.

The changes in Units, in the Common Elements and in the ownership of the

Common Elements that are affected by the condemnation shall be evidenced by an amendment to the Declaration that need be approved only by a majority of the Board unless written approvals from Developer and/or Listed Mortgagees are also required pursuant to this Declaration. Such amendment shall be evidenced by a certificate executed by the Association in recordable form in accordance with the Act, and a true copy of such amendment shall be mailed via first class mail by the Association to Developer, for so long as Developer holds any Units for sale or lease in Grand Vista Condominium at Grand Haven in the ordinary course of business, all Unit Owners and Listed Mortgagees ("Interested Parties"). As used in this Declaration, the phrase "ordinary course of business" shall mean any method of sale employed by Developer to sell Units, including, but not limited to, having a sales office, using the services of any broker or advertising Units for sale. The amendment shall become effective upon the recording of such amendment amongst the Public Records of the County; provided, however, such amendment shall not be recorded until sixty (60) days after the mailing of a copy thereof to the Interested Parties unless such sixty (60)-day period is waived in writing by the Interested Parties.

**16. PROVISION FOR APPORTIONMENT OF TAX  
OR SPECIAL ASSESSMENT IF LEVIED AND ASSESSED  
AGAINST THE CONDOMINIUM AS A WHOLE**

**16.1 New Total Tax.**

In the event that any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special assessment against the Condominium as a whole as opposed to levying and assessing such tax or special assessment against each Unit and its appurtenant undivided interest in the Common Elements, notwithstanding the requirements of Section 718.120(1) of the Act ("New Total Tax"), then such New Total Tax shall be paid as a Neighborhood Common Expense by the Association, and any taxes or special assessments which are to be so levied shall be included wherever possible in the estimated annual "Budget" (as hereinafter defined) of the Association or shall be separately levied and collected as a Special Assessment by the Association against all of the Unit Owners of all Units. Each Unit Owner shall be assessed by and shall pay to the Association a percentage of the New Total Tax equal to that Unit Owner's percentage interest in the Common Elements. In the event that any New Total Tax shall be levied, then the assessment by the Association shall separately specify and identify the portion of such assessment attributable to such New Total Tax and such portion shall be and constitute a lien prior to all mortgages and encumbrances upon any Unit and its appurtenant percentage interest in the Common Elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such portion of New Total Tax had been separately levied by the taxing authority upon each Unit and its appurtenant percentage interest in the Common Elements.

## 16.2 Personal Property Taxes.

All personal property taxes levied or assessed against personal property owned by the Association and all federal and state income taxes levied and assessed against the Association shall be paid by the Association and shall be included as a Neighborhood Common Expense (or, as applicable, Association Expense) in the Budget of the Association .

## 17. OCCUPANCY AND USE RESTRICTIONS

In order to preserve the values and amenities of the Condominium, the following provisions shall be applicable to the Condominium Property:

### 17.1. Single-Family Use.

The Units shall be used for single-family residences only. No separate part of a Unit may be rented and no transient (as defined in Chapter 509, Florida Statutes) may be accommodated therein for compensation or commercial purposes. No trade, business, profession or any other type of commercial activity shall be carried on in the Units; provided, however, a Unit Owner may use a room within a Unit as an office for conducting personal business if such personal business does not require contact at the Unit with customers or clientele of the Unit Owner, nor be of such a pervasive nature as to dominate the residential character of the occupancy of such Unit. Any such personal office use shall not be deemed a commercial activity in violation of this Paragraph 17.1. Such personal business use must, nonetheless comply with any applicable governmental regulation.

A Unit may not be leased for a period of less than six (6) months. All leases must be in writing, and a copy must be provided to the Association and Master Association upon execution. A Unit owned by a corporation, partnership or other legal entity, as the case may be, may be occupied by the person indicated in the Voting Certificate on file with the Association and their families, and any lessees of the corporation, partnership, or other legal entity, as the case may be, who otherwise qualify as provided in the Neighborhood Documents. In addition to any other remedies available to the Association in the event a Unit Owner is delinquent in the payment of his or her Neighborhood Assessments to the Association, each Unit Owner, by his or her acceptance of a deed to a Unit thereby assigns to the Association the right to collect rent from any lessee of his or her Unit, in the event such Owner is delinquent in paying his or her Neighborhood Assessments to the Association. After collecting any such rent, the Association may deduct any late Neighborhood Assessments, Interest and Legal Fees and remit any balance to the Unit Owner.

### 17.2 Approval by Master Association of Improvements.

Notwithstanding anything in this Declaration to the contrary, as described in Article 8 of the Master Declaration, all buildings, structures, landscaping and improvements to be built in the Grand Haven Community, including the Condominium, must be approved by the applicable Architectural Control Committee of the Master Association. The Master Declaration provides the procedure and method of obtaining such approval.

### 17.3 Nuisance.

A Unit Owner shall not permit or suffer anything to be done or kept in his or her Unit which will: (i) increase the insurance rates on his or her Unit, the Common Elements or any portion of Grand Vista at Grand Haven Condominium; (ii) obstruct or interfere with the rights of other Unit Owners or the Association; or (iii) annoy other Unit Owners by unreasonable noises or otherwise. A Unit Owner shall not commit or permit any nuisance, immoral or illegal act in his or her Unit, on the Common Elements or any portion of Grand Vista at Grand Haven Condominium.

### 17.4 Signs.

A Unit Owner (with the exception of Developer) shall show no sign, advertisement or notice of any type on the Common Elements, other portions of Grand Vista at Grand Haven Condominium, in or upon his or her Unit or in or upon his or her automobile so as to be visible from the Common Elements, Association Property, other portions of Grand Vista at Grand Haven Condominium, or any public way, except as may be previously and specifically approved in writing by the applicable Architectural Control Committee of the Master Association and the Board. Developer specifically reserves the right to place and maintain identifying or informational signs on any building located on the Condominium Property or the Association Property as well as any signs in connection with its sales or leasing activities, until Developer no longer holds Units for sale or lease in the ordinary course of business.

### 17.5 Animals.

Except as provided under the rules and regulations promulgated by the Association from time to time, a Unit Owner and/or resident is permitted to keep up to two (2) dogs or two (2) cats or one (1) dog and one (1) cat; however, under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as hereinafter defined),

Rottweiler, Mastiff, Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the Condominium Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Condominium Property or the Association Property. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the Condominium Property and the animal shall wear and be controlled by a harness or orange-colored leash and collar. Pets may not be kept, bred or maintained for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a Unit. No pet shall be kept tied outside a Unit or on any Lanai, unless someone is present in the Unit. No dogs will be curbed in any landscaped area or close to any walk, but only in special areas designated by the Board, if any, provided this statement shall not require the Board to designate any such area. A Unit Owner shall immediately pick up and remove any solid animal waste deposited by his or her pet. The Unit Owner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Condominium Property or the Association Property. If a dog or any other animal becomes obnoxious to other Unit Owners by barking or otherwise, the Unit Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Unit Owner, upon written notice by the Association, will be required to permanently remove the animal from the Condominium Property or the Association Property. All pets must be registered, licensed and inoculated as required by law. The Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

#### **17.6 Clotheslines.**

No clothesline or other similar device shall be allowed in any portion of the Condominium Property. Clotheslines within a Unit shall be concealed from view from all portions of Grand Vista at Grand Haven Condominium.

#### **17.7 Window Decor.**

Window treatments shall consist of drapery, blinds, decorative panels or



tasteful other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding two (2) weeks after a Unit Owner or tenant first moves into a Unit or when permanent window treatments are being cleaned or repaired. Reflective or foil window treatments are prohibited. Window tinting is permitted provided that the type and method of tinting is first approved by the Board. All window treatments or door coverings installed within a Unit which are visible from the exterior of the Unit shall have either a white, beige or off-white backing and all blinds must be white, beige or off-white, unless otherwise approved in writing by the Board.

#### **17.8 Removal of Sod and Shrubbery; Alteration of Drainage, etc.**

Except for Developer's acts and activities with regard to the development of the Condominium, no sod, top soil, muck, trees or shrubbery shall be removed from the Condominium Property and no change in the condition of the soil or the level of land of the Condominium Property shall be made which would result in any permanent change in the flow or drainage of stormwater within the Condominium without prior written consent of the Board and the Master Association and the CDD, as applicable.

#### **17.9 Antenna, Aerial and Satellite Dish.**

No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Condominium Property or upon any improvements thereon, unless expressly approved in writing by the Association, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part I, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Association may also adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to certain specified locations, not visible from the street or neighboring properties and integrated with the Condominium Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible dishes or antennae. Notwithstanding the foregoing, no permissible dishes or antennae shall be installed on, over or through the Common Elements of the Condominium Property. Any approved antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. This Paragraph 17.9 shall not apply to Developer for so long

as Developer holds any Units for sale or lease in Grand Vista at Grand Haven Condominium in the ordinary course of business.

#### 17.10 **Litter.**

In order to preserve the beauty of the Condominium, each Unit Owner shall regularly pick up all garbage, trash, refuse or rubbish outside his or her Unit. No Unit Owner shall leave any garbage, trash, refuse or rubbish outside his or her Unit, and no Unit Owner shall place or dump any garbage, trash, refuse or other materials on any other portions of the Condominium Property. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities. All garbage and refuse from the Units shall be wrapped in tied plastic bags and shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Association will direct. All containers, dumpsters and other garbage collection facilities shall be stored inside the garage of a Unit and kept in a clean condition with no noxious or offensive odors emanating therefrom. All disposals shall be made in accordance with the instructions given to the Unit Owners by the Association. No noxious or offensive odors shall be permitted.

#### 17.11 **Radio Transmission.**

No ham radios or radio transmission equipment shall be operated or permitted to be operated within the Condominium Property without the prior written consent of the Board.

#### 17.12 **Vehicles.**

Motor homes, trailers, recreational vehicles, boats, campers and vans or trucks used for commercial purposes shall not be permitted to be parked or stored in or on Grand Vista at Grand Haven unless kept fully enclosed in a garage except for trucks furnishing goods and services during the daylight hours and except as the Association may designate for such use by appropriate rules and regulations. The Association and the Master Association shall have the right to authorize the towing away of any vehicles which violate this Declaration or the rules and regulations of the Association, with the costs to be borne by the Unit Owner or violator. In addition, the Board shall adopt rules and regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles on the Condominium Property.

#### 17.13 **Garages.**

No garage shall be erected which is separate from the Unit. No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage area. No individual air conditioning units

which are visible from outside the Unit shall be permitted in a garage. All garage doors shall remain closed when not in use for ingress and egress. Garages are intended for the primary use of parking and storage of motor vehicles. Unit Owners and their lessees and the family members, guests and invitees of such Unit Owners and lessees, may not store personal property in a garage and then park motor vehicles in the unassigned parking areas of the Condominium.

17.14 **Garage Sales.**

No garage sales, estate sales, yard sales, moving sales, or any other sales that invite the public, shall be carried on, in or about Grand Vista at Grand Haven Condominium without the prior written approval of the Association and without obtaining approvals from all applicable governmental authorities (if required).

17.15 **Motorized Vehicles.**

All powered vehicles capable of exceeding five (5) miles per hour are prohibited from use within Grand Vista at Grand Haven Condominium unless they are licensed, registered, and insured. Specifically, any motorcycle, moped, or motorized scooter used in Grand Vista at Grand Haven Condominium may only be driven by a licensed driver, and must be registered and insured in accordance with Florida law. Specifically exempted from this regulation are electric personal assistive mobility devices as defined under Florida Statute, Section 316.003(83); and any other bona fide "assistive technology devices" as defined in Florida Statute, Section 427.802(1); and any special mobile equipment as defined under Florida Statute, Section 316.003(48) provided that such equipment may not be operated in a manner that creates a traffic hazard, or which poses a threat of harm to the user of such equipment.

17.16 **Flooring.**

A Unit Owner shall not install any floor covering in the Unit other than carpeting (such as wood or tile) in any room other than the bathroom, kitchen/breakfast area or laundry/utility area or other than in a Unit which does not have another Unit below it, without the prior written approval of the Association. The Association may require that sound reducing material be placed under such alternate floor covering before installation. If a Unit Owner installs alternate floor covering without the prior written consent of the Association or without the sound reducing material required by the Association, then the Association shall have the right to cause such Unit Owner to remove the alternate floor covering. A Unit Owner shall not be permitted to leave the concrete floor slab uncovered, whether or not the Unit Owner finishes the concrete slab, including but not limited to painting the concrete slab. Under no circumstances shall a Unit Owner be permitted to install carpet on his or her balcony, Lanai or exposed entranceway.

**17.17. Lanai.**

No equipment, materials or other items shall be kept or stored on any balcony or terrace of the Condominium, including, but not limited to, towels, laundry, clothing or bicycles. The foregoing shall not prevent, however, placing and using patio-type furniture, planters and other similar items within such areas if same are normally and customarily used for a balcony or terrace area. Barbecue grills shall not be used on balconies or terraces.

The Association may adopt from time to time additional restrictions affecting the use and occupancy of the Condominium Property.

**17.18 Projections.**

Except for such flags as are permitted by the Act, no Unit Owner shall cause anything to project out of any window or door except as may be approved in writing by the Association.

**17.19 Condition of Units.**

Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors or windows thereof any dirt or other substances.

**17.20 Hurricane Season and Hurricane Shutters.**

Among other acts of God and uncontrollable events, hurricanes have occurred in Florida and therefore the Condominium Property is exposed to the potential damages of hurricanes, including but not limited to, damages from storm surges and wind-driven rain. Water or other damages from this or other extraordinary causes shall not be the responsibility of Developer. Each Unit Owner who plans to be absent from his or her Unit during the hurricane season must prepare his or her Unit prior to his or her departure by removing all furniture, potted plants and other movable objects, if any, from the Lanai and by designating a responsible firm or individual satisfactory to the Association to care for his or her Unit should the Unit suffer hurricane damage. No hurricane shutters may be installed without the prior written consent of the Association. If the installation of hurricane shutters is made which does not conform with the specifications approved by the Association and the Master Association, then the hurricane shutters will be made to conform by the Association or the Master Association at the Owner's expense or they shall be removed. Approved hurricane shutters shall not be installed, or closed, as applicable, before the issuance of a hurricane watch by the National Hurricane Center encompassing

the Grand Vista at Grand Haven location, and shall be removed (opened) no later than ten (10) days after the cessation of a hurricane watch or warning for same ("Hurricane Shutter Time Period").

The Board shall adopt hurricane shutter specifications ("Hurricane Standards") in accordance with Section 718.113(5) of the Act. The Hurricane Standards will be made available to a Unit Owner within five (5) business days after the Board's receipt of a written request for such Hurricane Standards.

#### **17.21 Structural Modifications.**

A Unit Owner may not make or cause to be made any structural modifications to his or her Unit without the Board's and the applicable Architectural Control Committee of the Master Association 's prior written consent, which consent may be unreasonably withheld.

#### **17.22 Tree Removal.**

During the course of construction of the Condominium, Developer anticipates that most or all of the existing trees on the Condominium Property will be removed or damaged. Developer makes no warranty or guarantee to Unit Owners that any of the existing trees will survive. Developer is not responsible nor is Developer required to replace or remove the trees in the event that any of the trees do not survive; any expenses associated therewith shall be a Common Expense. After the construction of the Condominium by Developer, the removal of any landscaping is subject to the approval of the Board.

#### **17.23 Board's Rule-Making Power.**

The Association, through its Board, may, from time to time, promulgate such other rules and regulations with respect to the Condominium as it determines to be in the best interests of the Condominium and the Unit Owners. The Board may promulgate, modify, alter, amend or rescind such rules and regulations provided such promulgation, modifications, alterations and amendments: (i) are consistent with the use covenants set forth in the Neighborhood Documents and Master Documents; (ii) apply equally to all lawful Grand Vista at Grand Haven residents without discriminating on the basis of whether a Unit (or Other Home) is occupied by a Unit Owner (or Other Home Owner) or his or her lessee; and (iii) in Developer's opinion, for so long as Developer holds any Units for sale or lease in Grand Vista at Grand Haven in the ordinary course of business, would not be detrimental to the sales or leasing by Developer.

#### **17.24 Limitations.**

Notwithstanding any other rule, regulation, or restriction to the contrary herein contained, the Board shall make reasonable accommodations in the rules, regulations or restrictions, if such accommodations may be necessary to afford a handicapped person equal opportunity to use and enjoy the Condominium Property and the Association Property.

#### 17.25 **Developer's Rental Program.**

Developer reserves the right to conduct a rental program for Unit(s) owned by Developer. The number of Units available to be leased, and the specific Unit(s) available for the program shall be any Unit(s) owned by Developer. Developer intends to reserve these rights until such time as Developer no longer owns any Units in the Condominium. Rental agreements shall comply with the Master Declaration.

#### 17.26 **Nearby Construction/Natural Disturbances.**

The Unit Owners may for some time in the future be disturbed by the noise, commotion and other unpleasant effects of nearby construction and/or renovation activity. Because the Condominium is in a community under development, demolition or construction of buildings and other structures within the immediate area or within the view lines of any particular Unit or of any part of the Condominium may block, obstruct, shadow or otherwise affect the view lines of any particular Unit or of any part of the Condominium, which may currently be visible from the Unit or from the Condominium. Therefore, Unit Owners hereby agree to release Developer and every affiliate and person affiliated in any way with Developer from and against any and all losses, claims, demands, damages, costs and expenses of whatever nature or kind, including attorney's fees and costs, including those incurred through all arbitration and appellate proceedings, related to or arising out of any claim against Developer or its affiliates related to the view lines of any particular Unit or of any part of the Condominium. As a result of the foregoing, there is no guarantee of view, security, privacy, location, design, density or any other matter, except as is set forth herein.

#### 17.27 **Additional Restrictions.**

For additional restrictions which are applicable to the Condominium Property and the Unit Owners, please refer to the Master Documents. In the event of a conflict between the provisions of this Declaration and the provisions of the Master Declaration, the provisions of the Master Declaration shall control; provided, however, that this Declaration and the other Neighborhood Documents may contain provisions more restrictive than contained in the Master Declaration and the other Master Documents, in which event such more restrictive provisions shall control.

## 18. PARKING SPACES

All parking spaces on the Common Elements, if any, or Association Property shall be available on a first come, first serve basis to the Units and Other Homes, if any; provided, however, Developer and/or the Association reserve the right to assign parking spaces at any time to specific Units or to Other Homes, if any, and to enforce such parking space assignments on such terms and conditions as Developer or the Board may from time to time determine. Notwithstanding the foregoing, Developer specifically reserves the right to reserve parking spaces for "customer or employee parking only" in connection with its sales and leasing activities.

## 19. MAINTENANCE AND REPAIR PROVISIONS

### 19.1 By Unit Owners

19.1.1. Maintenance and Repair. Each Unit Owner shall maintain in good condition, repair and replace at his or her expense all portions of his or her Unit, including the interior of the garage and appurtenant equipment, Limited Common Elements, and the following equipment or fixtures if located within his or her Unit or on the Limited Common Elements assigned to his or her Unit, electrical fixtures, appliances, air conditioning or heating equipment, water heaters or built-in cabinets including any screening on his or her Lanai, all window glass, window screens and all interior surfaces within or surrounding his or her Unit (such as the surfaces of the walls, ceilings, floors and walkway) and the interior of all exterior doors (including garage doors), casings and hardware therefor; maintain and repair the fixtures therein, including the air conditioning equipment; and pay for any utilities which are separately metered to his or her Unit. Every Unit Owner shall be responsible for the maintenance, repair and replacement of the garage door mechanisms associated with the garage located within his or her Unit, but shall not be responsible for the painting of the exterior surface of the garage or the replacement of the garage door, which shall be the responsibility of the Association. Every Unit Owner must perform promptly all maintenance and repair work within his or her Unit, as aforesaid, which if not performed would affect the Condominium Property, Grand Vista at Grand Haven in its entirety or a Unit belonging to another Unit Owner. Each Unit Owner shall be expressly responsible for the damages and liabilities that his or her failure to perform his or her above mentioned responsibilities may engender. Said Unit shall be maintained and repaired in accordance with the building plans and specifications utilized by Developer, copies of which are to be on file in the office of the Association, except for changes or alterations approved by the Board and the applicable Architectural

Control Committee of the Master Association as provided in this Declaration and the Master Declaration.

In addition to the foregoing, each Unit Owner shall be required to maintain appropriate climate control, keep his or her Unit clean, dry, well-ventilated and free of contamination and shall take necessary measures to retard and prevent mold, mildew, toxins and fungi from accumulating in the Unit. Each Unit Owner shall be required to clean and dust the Unit on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible and must not block or cover any heating, ventilation or air-conditioning ducts. Leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Further, given the climate and humid conditions in the area where the Condominium Property is located, molds, mildew, toxins and fungi may exist and/or develop within the Unit and/or the Condominium Property. Each Unit Owner is hereby advised that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become toxic and potentially pose a health risk. Each Unit Owner, whether or not occupying the Unit, shall continuously run the air conditioning to maintain the Unit temperature at a maximum temperature of seventy-eight (78°) degrees, to minimize humidity in the Unit. Unit Owners are required to report immediately in writing to the Board (i) any evidence of water leak or water infiltration or excessive moisture in the Unit, common hallways, if any, and any other Common Elements; (ii) any evidence of mold that cannot be removed with a common household cleaner; (iii) any failure or malfunction in heating, ventilation or air conditioning, and (iv) any inoperable doors or windows and each Unit Owner shall be responsible for damage to the Unit, the Common Elements and personal property as well as any injury to the Unit Owner and/or occupants of the Unit resulting from the Unit Owner's failure to comply with these terms. Each Unit Owner is fully responsible and liable for the entire amount of all cleaning expenses and remediation costs incurred by the Association to remove mold from the Unit and the Common Elements if the Unit Owner fails to remediate same and each Unit Owner shall be responsible for the repair and remediation of all damages to the Unit and the Common Elements caused by mold. By acquiring title to a Unit, each Unit Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released Developer from any and all liability resulting from same, including, without limitation, any liability for incidental or consequential damages, which may result from, without limitation, the inability to possess the Unit, inconvenience, moving costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury and death to or suffered by the Unit Owner, his/her family members and/or his/her guests, tenants, invitees and/or the pets of all of the aforementioned persons, as a result of mold, mildew, fungus or spores. Additionally, each Unit Owner, by acceptance of a deed, or



otherwise acquiring title to a Unit, shall be deemed to have agreed that Developer shall not be responsible, and Developer hereby disclaims any responsibility for any illness, personal injury, death or allergic reactions which may be experienced by the Unit Owner, his/her family members and/or his/her guests, tenants, invitees and/or the pets of all of the aforementioned persons, as result of mold, mildew, fungus or spores. Developer does not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Unit Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same. Further, in the event that the Association reasonably believes that these provisions are not being complied with, then, the Association shall have the right, but not the obligation, to enter the Unit (without requiring the consent of the Unit Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as hereby required (with all utility consumption costs to be paid and assumed by the Unit Owner). References in this section to climate control and air conditioning shall only be applicable to those portions of the Unit that are air conditioned

19.1.2 Alterations. No Unit Owner shall make any alterations in the Building or the Common Elements which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Building, the Common Elements, the Limited Common Elements or which, in the sole opinion of the Board, would detrimentally affect the architectural design of the building without first obtaining the written consent of the Board. Under no circumstances may a Unit Owner permanently enclose his or her Lanai for use as a sunroom/Florida room.

19.1.3 Painting and Board Approval. No Unit Owner shall paint, refurbish, stain, alter, decorate, repair, replace or change the Common Elements or any outside or exterior portion of the Building maintained by the Association, including Lanais, Entries, doors or window frames (except for replacing window glass), etc. No Unit Owner shall have any exterior lighting fixtures, mail boxes, window screens, screen doors, awnings, hurricane shutters, hardware or similar items installed which are not consistent with the general architecture of the Building maintained by the Association without first obtaining specific written approval of the Board. The Board shall not grant approval if, in their opinion, the effect of any of the items mentioned herein will be unsightly as to the portion of the Building maintained by the Association and unless such items substantially conform to the architectural design of the Building and the design of any such items which have previously been installed at the time the Board approvals are requested.

19.1.4 Duty to Report. Each Unit Owner shall promptly report to the Association or its agents any defect or need for repairs on the Condominium Property or other portions of Grand Vista at Grand Haven, the responsibility for the remedying of which is that of the Association.

19.1.5 Use of Licensed Plumbers and Electricians. No Unit Owner shall have repairs made to any plumbing or electrical wiring within a Unit, except by licensed plumbers or electricians authorized to do such work by the Board. The provisions as to the use of a licensed plumber or electrician shall not be applicable to any Institutional Mortgagee or to Developer. Plumbing and electrical repairs within a Unit shall be paid for by and shall be the financial obligation of the Unit Owner, unless such repairs are made in a Unit to plumbing and electrical systems servicing more than one (1) Unit.

19.1.6 Access by Association. Each Unit Owner shall permit the Association to have access to his or her Unit from time to time during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit.

19.1.7 Air-Conditioning. Air conditioning units and service lines regarding any such air conditioning units which serve only one Unit shall be maintained, replaced or repaired by the Unit Owner whose Unit is serviced by the air conditioning unit; provided, however, that if any repair or alteration is to be made in any Common Elements, the Board shall approve all such work.

19.1.8 Liability for Actions. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement of any real or personal property rendered necessary by his or her act, negligence or carelessness, or by that of his or her lessee or any member of their families, or their guests, employees or agents (normal wear and tear excepted) but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include the cost of repairing broken windows. A Unit Owner shall also be liable for any personal injuries caused by his or her negligent acts or those of his or her lessee or any member of their families, or their guests, employees or agents. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

## 19.2 By the Association.

19.2.1. Improvements. The Association shall maintain, repair and replace as necessary all of the Common Elements and Association Property, including but not limited to, Driveways, recreational areas and facilities (if any), perimeter walls and gated entry, landscaping and sprinkler systems, as well as all exterior surfaces of the Buildings and garages. Notwithstanding anything herein to the contrary, the Association's maintenance responsibility for the Driveways shall not include day to day cleaning; rather, day to day cleaning of the Driveways shall be the responsibility of the Unit Owner entitled to use such Driveway. Further, in the event the Association permits a Unit Owner to install a covering on the surface of his or her Driveway, such as but not limited to brick pavers, then the covering shall remain the property of such Unit Owner and the Association shall not be responsible for any damage to such covering in the event of the need to repair the Driveway.

19.2.2. Utilities. The Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of any and all utility services including the operation of the drainage and water management system and the maintenance of the sanitary water and sewer service laterals leading to the Buildings if such water and sewer lines are not maintained by the appropriate utility company, but excluding therefrom appliances, wiring, plumbing fixtures and other facilities within a Unit. Notwithstanding anything to the contrary herein, in the event that the drainage and stormwater management system and facilities located on the Condominium Property or Association Property are the maintenance responsibility of the Master Association or the CDD, as the case may be, then the Association shall be relieved of such maintenance, repair and replacement obligation.

19.2.3. Wetland and Conservation Area(s). The wetland and conservation area(s), as depicted on the Site Plan, if any, are a part of the Association Property and the Association or the CDD, as applicable, shall be responsible for the maintenance thereof in accordance with any conservation easements affecting the Association Property or any applicable governmental requirements. Any costs or expenses associated with foregoing shall be an Association Expense, as applicable.

19.2.4. Compliance With Regulations of Public Bodies. The Association shall perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the same in order to comply with sanitary requirements, fire hazard requirements, zoning requirements, setback requirements, drainage requirements and other similar requirements designed to protect the public. The cost of the foregoing shall be a Neighborhood Common Expense.

19.2.5. Maintenance of Property Adjacent to Condominium Property. If the Association is permitted by the owner of property adjacent to the Condominium Property or the governmental authority responsible for maintaining same to provide additional maintenance for such adjacent property, and the Board elects to do so in order to enhance the overall appearance of the Condominium, then the expense thereof shall be a Neighborhood Common Expense or Association Expense, as applicable. The Association shall maintain the banks of lakes to the edge of water on all lakes within the Association Property. Such maintenance may include, but is not limited to, grass cutting, tree trimming, sprinkling, fertilizing, spraying, and maintaining and operating any amenities or structures established in such areas.

19.2.6. Open Space and Buffers. Any property conveyed or dedicated to the Association which is designated as open space, landscape buffer, preserve area, or conservation area on any plat, permit, or other document recorded in the Public Records of the County shall be preserved and maintained by the owner of such property in a natural open condition. The Association or any subsequent owner shall not do anything that diminishes or destroys the open space, buffer, preserve area, or conservation area, and such areas shall not be developed for any purpose except that which improves or promotes the use and enjoyment of such areas as open space.

19.2.7. Surface Water or Stormwater Management System. To the extent the Association has maintenance, operational or repair obligations with respect to the Surface Water or Stormwater Management System, or a portion thereof, the Association shall maintain, operate and repair the Surface Water or Stormwater Management Systems in a manner consistent with the District Permit and applicable District rules, and shall assist in the enforcement of the provisions in the Neighborhood Documents which relate to the Surface Water or Stormwater Management Systems. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved in writing by the District and the Master Association and the CDD, as applicable. The costs of the foregoing shall be an Association Expense.

19.2.8. Swale Maintenance. The Association shall be responsible for the maintenance, operation and repair of drainage swales, if any, located on the Condominium Property or on the Association Property, as applicable. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow swales to

provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District; Filing, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the swales shall be authorized and any damage to any swale, whether caused by natural or human-induced phenomena, shall be repaired and the swale returned to its former condition as soon as possible by the Association.

19.2.9. Association Property. The Association shall maintain the Association Property and the costs therefor shall be an Association Expense.

### 19.3 Disclaimer of Warranties.

Each Unit Owner acknowledges and agrees that the only warranties applicable to the Condominium as of the date this Declaration is recorded (the "Effective Date") are those that may validly be imposed thereon by statutory law on the date hereof, as set forth in Section 718.203 of the Act, as such section exists on the Effective Date, and the limited warranty issued by a third party warranty company which Developer shall provide at closing, the terms of which are available for inspection at Developer's office, and all of which are incorporated herein by reference (the "Limited Warranty"). As to items which are within the Unit but which Developer did not manufacture, such as any air conditioner, water heater, range, dishwasher and other appliances, equipment or "consumer products," Developer will transfer to Unit Owner any manufacturer's warranties at closing. Each Unit Owner further acknowledges and agrees that, to the extent allowed by law, Developer makes no other express or implied warranties whatsoever in regard to the Unit, the Common Elements, any fixtures or items of personal property sold or any other real or personal property whatsoever sold.

Notwithstanding anything contained in this Article 19 to the contrary, each Unit Owner acknowledges and agrees that Developer shall be irreparably harmed if a Unit Owner undertakes the repair or replacement of any defective portion of a Unit, a Building, the Common Elements or any other real or personal property constituting the Condominium Property or other portions of Grand Vista at Grand Haven during the time in which Developer is liable under the Limited Warranty but only to the extent such Limited Warranty is applicable. Accordingly, each Unit Owner hereby agrees (i) to promptly, upon such Unit Owner's knowledge of the existence of any such portion Unit Owner deems to be defective, provide written notice to Developer specifying each such defective portion, upon the receipt of which, and if Developer agrees with Unit Owner regarding any such defect, Developer shall have sixty (60) days ("Repair Period") to commence the repair or replacement of such defective portion and diligently pursue the completion thereof; and (ii) not to repair, replace or otherwise adjust any such defective portion during the Repair Period; provided, however, that if Developer fails to commence the repair or replacement of such defective portion within the Repair Period and

Developer agrees in writing such portion is defective, such Unit Owner may repair or replace same. If any Unit Owner fails to comply with the provisions of this Paragraph 19.3, such Unit Owner will be deemed to have breached his/her/its obligation to mitigate damages and such Unit Owner's conduct shall constitute an aggravation of damages. It is the intention of this Paragraph 19.3 to grant certain rights to Developer which are in addition to those rights provided to Developer in Chapter 558, Florida Statutes ("Chapter 558 Notice of Claim"), as it exists at the time of recording this Declaration. If a court of law should determine that any of the terms of Paragraph 19.3 conflict with any of the terms of Chapter 558 Notice of Claim, the terms of Chapter 558 Notice of Claim shall supersede and control to the extent of such conflict.

EACH UNIT OWNER ACKNOWLEDGES BY ACCEPTANCE OF A DEED OR OTHER CONVEYANCE OF A UNIT THAT THE LIMITED WARRANTY IS PROVIDED EXPRESSLY IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES CONCERNING THE UNIT. ALL OTHER WARRANTIES WITH RESPECT TO THE UNIT AND THE CONDOMINIUM PROPERTY, BOTH REAL OR PERSONAL, ARE HEREBY DISCLAIMED, TO THE EXTENT PERMITTED BY LAW, WHETHER IMPLIED OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM AND PRACTICE, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF HABITABILITY, MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE. EACH UNIT OWNER ACKNOWLEDGES AND REPRESENTS BY ACCEPTANCE OF A DEED OR OTHER CONVEYANCE OF A UNIT THAT HE/SHE/IT HAS READ AND UNDERSTOOD THIS PARAGRAPH 19.3 AND THAT UNIT OWNER UNDERSTANDS THAT BY ACCEPTANCE OF A DEED OR OTHER CONVEYANCE OF A UNIT HE/SHE/IT HAS ACCEPTED THE BENEFITS OF THE LIMITED WARRANTY AND HAS KNOWINGLY RELINQUISHED ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE REGARDING THE UNIT AND THE CONDOMINIUM PROPERTY TO THE EXTENT PERMITTED BY SECTION 718.203 OF THE ACT.

Each Unit Owner acknowledges by acceptance of a deed or other conveyance of a Unit that the maximum liability of Developer under the Limited Warranty shall be the replacement cost of the defective portion of the Unit, Common Elements, fixtures, items of personal property, or other real or personal property. Developer shall have the sole right to determine whether the defect shall be corrected by repair or replacement. In addition, at Developer's sole option, rather than repairing or replacing the defective item, Developer may pay Unit Owner the amount by which the value of the Unit has decreased as a result of this defect. In no event shall Developer be liable to Unit Owner or the Association or any other person or entity for incidental, consequential or exemplary damages, or for personal injuries arising from any breach of the Limited Warranty.

Each Unit Owner hereby acknowledges by acceptance of a deed or other

conveyance of a Unit that: (i) the Limited Warranty shall not apply if the defective portion of the Unit, Common Elements, fixtures, or any other real or personal property has resulted from or been caused by, in whole or in part, the misuse of same (whether intentional or unintentional) by any person, firm, or entity other than Developer or from an accident, casualty, or physical alteration or modification; and (ii) the Limited Warranty is further conditioned upon routine maintenance being performed unless such maintenance is an obligation of Developer or the Developer-controlled Association.

To the maximum extent lawful, an implied warranties of fitness for a particular purpose, merchantability and habitability, all warranties imposed by any statute (except only the Limited Warranty to the extent it has not expired) and all other implied or express warranties of any kind or character are specifically disclaimed. Without limiting the generality of the foregoing, Developer hereby disclaims any and all express or implied warranties as to design, construction, view, sound and/or odor transmission, furnishing and equipping of the Condominium Property, the existence of molds, mildew, spores, fungi and/or other toxins within the Condominium Property, except only the Limited Warranty to the extent applicable and to the extent that same has not expired by its terms.

Each Unit Owner, by acceptance of a deed or other conveyance of a Unit, hereby acknowledges and agrees that sound transmission in a building such as in the Condominium is very difficult to control, and that the noises from adjoining or nearby Units and/or mechanical equipment can often be heard in another Unit. Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Unit Owner hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound transmission.

Further, each Unit Owner, by acceptance of a deed or other conveyance of a Unit, shall be deemed to waive and release Developer (and its partners, members, managers, officers, directors, employees, attorneys, agents, and representatives) from any and all express or implied warranties as to design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins, or fungi, and furnishing and equipping of any improvements thereon, or as to view and/or natural light. Each Unit Owner by acceptance of a deed or other conveyance of a Unit hereby acknowledges and agrees that Developer does not guarantee, warrant or otherwise assure, and expressly disclaims, any right to view and/or natural light. Also, as to any implied warranty which cannot be disclaimed entirely, all secondary, incidental, and consequential damages are specifically excluded and disclaimed (claims for such secondary, incidental, and consequential damages being clearly unavailable in the case of implied warranties which are disclaimed entirely above).

Further, given the climate and humid conditions in Florida, molds, mildew, Spores, fungi and/or other toxins may exist and/or develop within the Unit and/or Condominium. Unit Owners are hereby

advised that certain molds, mildew, spores, fungi and/or other toxins may be, or if allowed to remain for a sufficient period may become toxic and potentially pose a health risk. By acquiring title to a Unit, each Unit Owner shall be deemed to have assumed the risks, if any, associated with molds, mildew, spores, fungi and/or other toxins and to have released and indemnified Developer and any entity affiliated with Developer from and against any and all liability or claims resulting from same, including without limitation, any liability for incidental or consequential damages, which may result from, without limitation, the inability to possess the Unit, inconvenience, moving costs, rental costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury and death to or suffered by any of Unit Owner's Guests (hereinafter defined) and any other person or pets. Without limiting the generality of the foregoing, leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Each Unit Owner by acceptance of a deed or other conveyance of a Unit acknowledges that Developer is not responsible for, and Developer hereby disclaims any responsibility for, any illness or allergic reactions which may be experienced by a Unit Owner, his/her/its pets, his/her/its family members and/or his/her/its guests, tenants and invitees (collectively "Unit Owner's Guests") as a result of mold, mildew, fungus or spores. It is solely each Unit Owner's responsibility to keep its Unit clean, dry, well ventilated and free of contamination.

All Unit Owners, by virtue of acceptance of title to their respective Unit(s) (whether from Developer or another party), shall be deemed to have automatically waived all of the aforesaid disclaimed warranties and incidental and consequential damages. Further, neither Developer nor any Unit Owners shall seek a jury trial in the event of any litigation as a result of any claim arising out of the statutory warranties provided in Section 718.203 of the Act.

Each Unit Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods for calculating the square footage of a Unit. Additionally, as a result of in-the-field construction, other permitted changes to the Unit, and settling and shifting of improvements, actual square footage of a Unit may also be affected. By accepting title to a Unit, the applicable Unit Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Developer's promotional materials or otherwise. Without limiting the generality of this Paragraph 19.3, Developer does not make any representation or warranty as to the actual size, dimensions (including ceiling heights), or square footage of any Unit, and each Unit Owner shall be deemed to have fully waived and released any such representation or warranty and claims for losses or damages resulting from any variances between any represented or otherwise disclosed square footage and the actual square footage of the Unit.

#### 19.4. Alterations and Improvements.



The Association shall have the right to make or cause to be made structural changes and improvements of the Common Elements which are approved by the Board and which do not prejudice the rights of any Unit Owner or any Institutional Mortgagee. In the event such changes or improvements prejudice the rights of a Unit Owner or Institutional Mortgagee, the consent of such Unit Owner or Institutional Mortgagee so prejudiced shall be required before such changes or improvements may be made or caused. In any event, approval of the Board shall be submitted for ratification by the affirmative vote of the Unit Owners of at least 51% of the Units if the cost of the same shall be a Neighborhood Common Expense which shall exceed One Thousand Dollars (\$1,000) per Unit (such amount is based on the value of the dollar in 2014). Such amount shall be increased each year thereafter based upon the increases in the Consumer Price Index. The cost of such alterations and improvements shall be assessed among the Unit Owners in proportion to their share of Neighborhood Common Expenses.

**19.5. Conformity with Master Declaration.**

Notwithstanding anything contained in this Article 19 to the contrary, alterations, improvements, repairs and maintenance of the Condominium Property or Association Property shall conform to the provisions of the Master Declaration and all other valid terms and provisions thereof.

**19.6. Community-Wide Standard of Maintenance.**

The Association and all Unit Owners shall perform their maintenance responsibilities hereunder in a manner consistent with the standards established pursuant to the Master Declaration. In the event property is not properly maintained, the Master Association shall be authorized, but not obligated, to assume the maintenance responsibilities of the Association hereunder and under the Master Declaration, and to assess all costs thereof to the Unit Owners pursuant to the terms of the Master Declaration.

**20. NEIGHBORHOOD ASSESSMENTS FOR NEIGHBORHOOD COMMON EXPENSES; ESTABLISHMENT AND ENFORCEMENT OF LIENS**

**20.1. Affirmative Covenant to Pay Neighborhood Common Expenses and Association Expenses.**

In order to: (i) fulfill the covenants contained in this Declaration; (ii) provide for maintenance and preservation of the Common Elements and the Association Property for the recreation, safety, welfare, and benefit of Unit Owners, their invitees, guests, family members and lessees, subject to the terms of this Declaration ; and (iii) provide for maintenance and preservation of the services and amenities provided for herein, there is hereby imposed upon the Units and the Unit Owners thereof the affirmative covenant and obligation to pay the Neighborhood Assessments including, but not limited to, the Annual Assessments. Each Unit Owner, by acceptance of a deed or other instrument of conveyance for a Unit, whether or not it shall be so expressed in any such deed or instrument, shall be so obligated and agrees to pay to the Association all Neighborhood Assessments determined in accordance with the provisions of this Declaration and all of the covenants set forth herein shall run with the Condominium Property and each Unit therein and the Association Property.

## 20.2. Lien.

The Annual Assessment and Special Assessments, as determined in accordance with Article 21 hereof, together with Interest thereon and costs of collection thereof, including Legal Fees as hereinafter provided, are, pursuant to the Act, subject to a lien right on behalf of the Association to secure payment thereof and such Neighborhood Assessments are hereby declared to be a charge on each Unit and shall be a continuing lien upon the Unit against which each such Neighborhood Assessment is made. Each Neighborhood Assessment against a Home together with Interest thereon and costs of collection thereof, including Legal Fees, shall be the personal obligation of the person, persons, entity and/or entities owning the Unit so assessed. The Association's statutory lien for Neighborhood Assessments shall be effective and have the priority as provided in the Act. The Association's statutory lien for Neighborhood Assessments shall be evidenced by a claim of lien recorded amongst the Public Records of the County, which claim of lien shall contain a written acknowledged statement by the Association, as of the date the statement is signed setting forth the description of the condominium parcel (as defined in the Act), the name of the record owner, the name and address of the Association, the amount due to the Association and the due dates. Upon full payment of all sums secured by such lien or liens, the party making payment shall be entitled to a recordable satisfaction of the statement of lien.

20.2.1. Personal Obligation. Each Neighborhood Assessment against a Unit, together with Interest thereon and costs of collection thereof, including Legal Fees, shall be the personal obligation of the person, persons, entity and/or entities owning the Unit so assessed.

20.2.2. Institutional Mortgagees. An Institutional Mortgagee or other person who obtains title to a Unit by foreclosure of a first mortgage, or Institutional Mortgagee who obtains title to a Unit by deed in lieu of foreclosure, shall be liable for the unpaid Neighborhood Assessments that became due prior to such acquisition of title to the extent required by Section 718.116 of the Act as it exists at the time of recording this Declaration in the Public Records of the County. Neighborhood Assessments which are not due from such Institutional Mortgagee shall become a Neighborhood Common Expense collectible from all Unit Owners pursuant to Paragraph 22.8 hereof

20.3. Allocation of Association Expenses.

Included in the estimated operating Budget for the Condominium are line items for the maintenance, repair, replacement and operation of the Association Property. These expenses will be shared with Unit Owners in any other Grand Vista at Grand Haven Condominium phase, if any, which condominium is also operated by the Association and whose unit owners are also Members of the Association as well as any Other Unit Owners, if any, in Grand Vista at Grand Haven. The amounts shown in the Budget represent the share of Association Expenses attributable to the Condominium.

20.4. Enforcement.

In the event that any Unit Owner shall fail to pay any Annual Assessment, or installment thereof, or any Special Assessment, or installment thereof, charged to his or her Unit within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have the following remedies, in addition to any other remedies provided for in the Act:

- (i) To advance, on behalf of the Unit Owner in default, funds to accomplish the needs of the Association; provided that: (a) the amount or amounts of monies so advanced, including Legal Fees and expenses which have been reasonably incurred because of or in connection with such payments, together with Interest thereon, may thereupon be collected by the Association; and (b) such advance by the Association shall not waive the default of the Unit Owner in failing to make his or her payments;
- (ii) To accelerate the entire amount of any Annual Assessments for the remainder of the budget year in accordance with the provisions of the Act and rules set forth in the Florida Administrative Code promulgated by the Division of Florida Condominiums,

- Timeshares and Mobile Homes ("Division");
- (iii) To file an action in equity to foreclose its lien at any time after the effective date thereof or an action in the name of the Association in like manner as a foreclosure of a mortgage on real property; and
  - (iv) To file an action at law to collect the amount owing plus Interest and Legal Fees without waiving its lien rights and its right of foreclosure.

## **21. METHOD OF DETERMINING, ASSESSING AND COLLECTING NEIGHBORHOOD ASSESSMENTS**

The Neighborhood Assessments as hereinafter set forth and described shall be assessed to and collected from Unit Owners on the following basis:

### **21.1. Determining Annual Assessment.**

21.1.1 Expenses. The total anticipated Neighborhood Common Expenses for each calendar year shall be set forth in a schedule to the Budget of the Association which shall be prepared and approved by the Board. The total anticipated Neighborhood Common Expenses shall be that sum necessary for the maintenance and operation of the Condominium and such expenses shall be allocated to the Units based upon each Unit's share of the Neighborhood Common Expenses, which allocated sum, together with each Unit Owner's share of "Assessments" as determined in accordance with the Master Declaration, shall be assessed as the "Annual Assessment."

At any time during the fiscal year, the Annual Assessment may be adjusted monthly in the instance where the Board determines that the estimated Neighborhood Common Expenses are insufficient to meet the actual Neighborhood Common Expenses being incurred, in which event the anticipated Neighborhood Common Expenses for the remaining months may be increased accordingly in calculating the Annual Assessment. Notwithstanding anything contained in this Declaration, the Articles of Incorporation or the Bylaws of the Association to the contrary, no Budget of the Condominium or adjustment or amendment thereto, shall be operative or effective without the approval of a majority of the Unit Owners.

21.1.2. Assessment Payment. The Annual Assessment shall be payable monthly in advance on the first day of each month of a calendar year, or at such other time as may be determined by the Board from time to time but in no event less frequently than quarterly. The Association has the right to accelerate Neighborhood Assessments against a Unit Owner who is delinquent in payment of Neighborhood Common Expenses. Accelerated Neighborhood Assessments shall be due and payable on the date the claim of lien is filed. Such accelerated Neighborhood Assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.

### 21.2. Special Assessments.

In addition to the Annual Assessment, Unit Owners shall be obligated to pay such Special Assessments as shall be levied by the Board against their Unit in accordance with the Bylaws, either as a result of: (i) extraordinary items of expense; (ii) costs incurred in correcting maintenance deficiencies of a particular Unit or in otherwise enforcing the provisions of the Neighborhood Documents or the Master Documents; (iii) the failure or refusal of other Unit Owners to pay their Annual Assessment; or (iv) such other reason or basis determined by the Board which is not inconsistent with the terms of the Neighborhood Documents or the Act.. Provided that, if such Special Assessments in the aggregate in any year, exceed \$75,000.00 or cause the total Assessments levied to exceed 115% of the Assessments for the preceding calendar year, the Board must obtain approval by a majority of the Unit Owners, against their Unit in accordance with the Bylaws, either as a result of: (i) extraordinary items of expense; (ii) costs incurred in correcting maintenance deficiencies of a particular Unit or in otherwise enforcing the provisions of the Neighborhood Documents or the Master Documents; (iii) the failure or refusal of other Unit Owners to pay their Annual Assessment; or (iv) such other reason or basis determined by the Board which is not inconsistent with the terms of the Neighborhood Documents or the Act. Notwithstanding anything contained in this Declaration to the contrary, no additional, capital and/or Special Assessments shall be effective and/or enforceable without the approval of a majority of the Unit Owners if in the aggregate in any year, said additional, capital and/or Special Assessments exceed \$75,000.00 or cause the total Assessments levied to exceed 115% of the Assessments for the preceding calendar year.

### 21.3. Master Association Assessments.

All Unit Owners, lessees, and occupants of Units in Grand Vista shall have access to and use of various services and facilities as may be provided by the Master Association. Every Unit Owner, by acceptance of a deed to a Unit, acknowledges that, in addition to being subject to and bound by the Neighborhood Documents, he or she is subject to the Master Declaration and that he or she is obligated for a proportionate share of assessments of the Master Association attributable to the Condominium Property as a whole.

## 22. NEIGHBORHOOD COMMON EXPENSES

The following expenses are declared to be Neighborhood Common Expenses of the Condominium which each Unit Owner is obligated to pay to the Association as provided in this Declaration, the Neighborhood Documents and Master Documents.

### 22.1. Utility Charges.

All charges levied against the Association for utilities providing services for the Common Elements, whether they are supplied by a private or public firm shall, as

appropriate, be considered Neighborhood Common Expenses. It is contemplated that this obligation will include all charges for water, gas, electricity, telephone, sewer, waste, trash removal and any other type of utility or any other type of service charge incurred in connection with the Common Elements. In addition, all charges levied against the Association for utilities referenced above and used in common for the benefit of the Condominium and Unit Owners including any bulkmetered or bulk calculated utility services rendered to the Condominium Property or the Units for their benefit.

#### 22.2. **Insurance.**

The premiums on any policy or policies of insurance required to be maintained under this Declaration and the premiums on any policy or policies the Association determines to maintain on the Condominium Property and the Association Property or specifically related to the Condominium, even if not required to be maintained by the specific terms of this Declaration, shall be Neighborhood Common Expenses.

#### 22.3 **Destruction of Buildings or Improvements.**

Any sums necessary to repair or replace, construct or reconstruct damages caused by the destruction of any Building or structure upon the Common Elements or Association Property by fire, windstorm, flood or other casualty regardless of whether or not the same is covered in whole or in part by insurance, including all amounts required to be deducted from any proceeds received by the Association from an insurer pursuant to a deductible clause in the applicable insurance agreement, shall be Neighborhood Common Expenses. In the event insurance money shall be payable, such insurance money shall be paid to the Association which shall open an account with a banking institution doing business in the County, for the purpose of providing a fund for the repair and reconstruction of the damage. The Association shall pay into such account, either in addition to the insurance proceeds, or in the event there are no insurance proceeds, such sums as may be necessary so that the funds on deposit will equal the costs of repair and reconstruction of the damage or destruction. The sums necessary to pay for the damage or destruction as herein contemplated shall be considered Neighborhood Common Expenses, but shall be raised by the Association under the provisions for Special Assessments as provided in Paragraph 21.2 of this Declaration. The Association agrees that it will levy Special Assessments to provide the funds for the cost of reconstruction or construction within ninety (90) days from the date the destruction takes place subject to delays caused by matters of force majeure, and shall go forward with all deliberate speed so that the construction or reconstruction, repair or replacement, shall be completed, if possible, within nine (9) months from the date of damage.

#### 22.4. **Maintenance, Repair and Replacements.**

Neighborhood Common Expenses shall include all expenses necessary to keep and maintain, repair and replace any and all buildings and improvements, personal property and furniture, fixtures and equipment of the Association upon the Common Elements and the

Association Property or the Land Condominium Assessment, including drives, Driveways, landscaping, and lawn and sprinkler service, in a manner consistent with the development of the Condominium and in accordance with the covenants and restrictions contained herein, and in conformity with the Master Declaration, the other Master Documents, and with all orders, ordinances, rulings and regulations of any and all federal, state and city governments having jurisdiction thereover including the statutes and laws of the State of Florida and the United States. This shall include any expenses attributable to the maintenance and repair and replacement of pumps or other equipment, if any, located upon or servicing the Condominium Property and the Association Property, pursuant to agreements between the Association and utility corporations. Any expenses for replacements which would not be in the nature of normal repair and maintenance shall be the subject of a Special Assessment as provided in Paragraph 21.2 of this Declaration.

#### **22.5. Administrative and Operational Expenses.**

The costs of administration of the Association including, but not limited to, any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association as to the Condominium, the Land Condominium Assessment and the Association Property shall be deemed to be Neighborhood Common Expenses. In addition, it is contemplated that the Association may retain a management company or companies or contractors (any of which management companies or contractors may be, but are not required to be, a subsidiary, affiliate or an otherwise related entity of Developer) to assist in the operation of the Condominium Property and the Association Property and carrying out the obligations of the Association hereunder. The fees or costs of this or any other management company or contractors so retained shall be deemed to be part of the Neighborhood Common Expenses hereunder as will fees which may be required to be paid to the Division from time to time.

#### **22.6. Indemnification.**

The Association covenants and agrees that it will indemnify and hold harmless Developer and the officers and members of the Board from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life, and/or damage to property sustained in or about the Condominium Property and the Association Property or the appurtenances thereto from and against all costs, Legal Fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein. Included in the foregoing provisions of indemnification are any expenses that Developer and/or the officers and Directors may be compelled to incur in bringing suit for the purpose of compelling the specific enforcement of the provisions, conditions and covenants contained in this Declaration to be kept and performed by the Association.

#### **22.7. Compliance with Laws.**

The Association shall take such action as it determines necessary or appropriate in order for the Common Elements to be in compliance with all applicable laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local,

including, without limitation, any regulations regarding zoning requirements, setback requirements, drainage requirements, sanitary conditions and fire hazards, and the cost and expense of such action taken by the Association shall be a Neighborhood Common Expense.

**22.8. Failure or Refusal of Unit Owners to Pay Annual Assessments.**

Funds needed for Neighborhood Common Expenses due to the failure or refusal of Unit Owners to pay their Annual Assessments levied or billed shall, themselves, be deemed to be Neighborhood Common Expenses and properly the subject of a Neighborhood Assessment.

**22.9. Extraordinary Items.**

Extraordinary items of expense under this Declaration such as expenses due to casualty losses and other extraordinary circumstances shall be the subject of a Special Assessment.

**22.10. Matters of Special Assessments Generally.**

Amounts needed for capital improvements, as hereinbefore set forth, or for other purposes or reasons as determined by the Board to be the subject of a Special Assessment which are not inconsistent with the terms of any of the Neighborhood Documents or the Master Declaration must also be approved by a majority vote of the Unit Owners at any meeting of members of the Association having a quorum, except that no such approval need be obtained for a Special Assessment for the replacement or repair of a previously existing improvement on the Condominium Property and the Association Property which was destroyed or damaged, it being recognized that the sums needed for such capital expenditure shall be the subject of a Special Assessment.

**22.11. Costs of Reserves.**

The funds necessary to establish an adequate reserve fund ("Reserves") for periodic maintenance, repair and replacement of the Common Elements and the Association Property and the facilities and improvements thereupon in amounts determined sufficient and appropriate by the Board from time to time shall be a Neighborhood Common Expense. Reserves shall be levied, assessed and/or waived in accordance with the Act. The Reserves shall be deposited in a separate account to provide such funds and reserves. The monies collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association and no Unit Owner shall have any interest, claim or right to such Reserves or any fund composed of same.



**22.12. Miscellaneous Expenses.**

Neighborhood Common Expenses shall include the cost of all items of costs or expense pertaining to or for the benefit of the Association or the Common Elements or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Neighborhood Common Expense by the Board.

**22.13. Property to be Owned or Maintained by the Association.**

Notwithstanding the current ownership of any real or personal property by Developer, in the event it is contemplated that such property will be owned or is to be maintained by the Association, then the costs associated by the ownership or maintenance shall be either a Neighborhood Common Expense or an Association Expense commencing with the recordation of this Declaration.

**22.14. Association Expenses.**

The Unit Owners' proportionate share of the costs and expenses incurred by the Association in connection with the operation, management, maintenance, repair and replacement (including, without limitation, reasonable reserves, as determined by the Board) of the Association Property shall be deemed a Neighborhood Common Expense hereunder.

**22.15. Taxes.**

Any and all taxes levied or assessed at any and all times by any and all taxing authorities including all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments and water drainage districts, and in general all taxes and tax liens which may be assessed against the Common Elements and Association Property and against any and all personal property and improvements therein, which are now or which hereafter may be a portion thereof to be placed thereon, including any interest, penalties and other charges which may accrue thereon shall, as appropriate, be considered Neighborhood Common Expenses.

**22.16. Master Association Expenses.**

Neighborhood Common Expenses shall also include "Assessments," "Special Assessments" and/or "District Assessments" (as such terms are defined in the Master Declaration) and any other costs and assessments levied by the Master Association against the Condominium Property and Association Property and the Units in accordance with the Master Declaration . Each Unit Owner is obligated for its proportionate share of such "Assessments," "Special Assessments" and/or "District Assessments" to the Master Association . The Master Association, shall collect any amounts due to the Master Association and will bill directly to each Unit Owner in accordance with the terms of the Master Declaration.

## **23. PROVISIONS RELATING TO PROHIBITION OF FURTHER SUBDIVISION**

### **23.1. Subdivision.**

Except regarding such rights as may be granted by Developer hereunder, the space within any of the Units and Common Elements shall not be further subdivided. No time share units may be created in any portion of the Condominium Property. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any Home shall be deemed to describe the entire Unit owned by the person executing such instrument and the interest in the Common Elements appurtenant thereto.

### **23.2. Incorporation of Section 718.107 of the Act.**

The provisions of Section 718.107 of the Act are specifically incorporated into this Declaration.

## **24. PROVISIONS RELATING TO SEVERABILITY**

If any provision of this Declaration, any of the other Neighborhood Documents or the Act is held invalid, the validity of the remainder of this Declaration, the Neighborhood Documents or the Act shall not be affected.

## **25. PROVISIONS RELATING TO INTERPRETATION**

### **25.1. Titles.**

Article, Paragraph and subparagraph titles in this Declaration are intended only for convenience and for ease of reference, and in no way do such titles define, limit or in any way affect this Declaration or the meaning or contents of any material contained herein.

### **25.2. Gender.**

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

### **25.3. Member.**

As used herein, the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association, whether or not that person actually participates in the

Association as a member.

#### 25.4. **Rule Against Perpetuities.**

In the event any court should hereafter determine any provisions as originally drafted herein in violation of the rule of property known as 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 that of the incorporator of the Association.

### 26. PROVISIONS CONTAINING REMEDIES FOR VIOLATION

Each Unit Owner shall be governed by and shall comply with the Act and all of the Neighborhood Documents as such Neighborhood Documents may be amended and supplemented from time to time. Failure to do so shall entitle the Association, any Unit Owner or any Institutional Mortgagee holding a mortgage on any portion of the Condominium Property to either sue for injunctive relief, for damages or for both, and such parties shall have all other rights and remedies which may be available at law or in equity. The failure to enforce promptly any of the provisions of the Neighborhood Documents shall not bar their subsequent enforcement. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Neighborhood Documents, the prevailing party shall be entitled to recover the costs of the proceeding and Legal Fees. The failure of the Board to object to Unit Owners' or other parties' failure to comply with covenants or restrictions contained herein or in any of the other Neighborhood Documents (including the rules and regulations promulgated by the Board) now or hereafter promulgated shall in no event be deemed to be a waiver by the Board or of any other party having an interest therein of its rights to object to same and to seek compliance therewith in accordance with the provisions of the Neighborhood Documents.

In addition to the foregoing, the District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Neighborhood Documents which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

### 27. PROVISIONS FOR ALTERATIONS OF UNITS BY DEVELOPER

#### 27.1. **Developer's Reserved Right.**

Developer reserves the right to alter, change or modify the interior design and arrangement of all Units and to nonmaterially alter the boundaries between the Units as long as Developer owns the Units so altered (which alterations in Developer's Units are hereinafter referred to as the "Alterations").

## **27.2. Alterations Amendment.**

Any Alterations which will alter the boundaries of existing Common Elements of the Condominium other than interior walls abutting Units owned by Developer and the Common Elements therein and not including proposed Common Elements of any Subsequent Phase not then submitted to condominium ownership will first require an amendment to this Declaration in the manner provided in Article 28 hereof.

In the event Alterations do not require an amendment in accordance with the above provisions, then, as long as Developer owns the Units being affected, an amendment of this Declaration shall be filed by Developer ("Developer's Amendment") in accordance with the provisions of this Paragraph. Such Developer's Amendment need be signed and acknowledged only by Developer and need not be approved by the Association, Home Owners or lienors or mortgagees of the Units, whether or not such approvals are elsewhere required for an amendment of this Declaration.

## **28. PROVISIONS FOR AMENDMENTS TO DECLARATION**

### **28.1. General Procedure.**

Except as to the Amendment described in Paragraph 27.2 hereof, and the matters described in Paragraphs 28.2, 28.3, 28.4, 28.5, 28.6, 28.7 and 28.8 below, and except when a greater percentage vote is required by this Declaration for a certain action (in which case such greater percentage shall also be required to effect an amendment), this Declaration may be amended at any regular or special meeting of the Unit Owners called and held in accordance with the Bylaws, by the affirmative vote of not less than fifty-one percent or greater of the Voting Interests of all Unit Owners present in person or by proxy at a duly called meeting of the Association. An amendment to the Declaration shall be evidenced by a certificate executed by the Association and the amendment shall be recorded in accordance with the Act. A true copy of such amendment shall be sent by certified mail by the Association to Developer, for so long as Developer holds any Units for sale or lease in Grand Vista at Grand Haven in the ordinary course of business, and to all Listed Mortgagees ("Mailing"). The amendment shall become effective upon its recording amongst the Public Records, but the amendment shall not be recorded until sixty (60) days after the Mailing, unless such sixty (60)-day period is waived in writing by Developer, for so long as Developer holds any Units for sale or lease in Grand Vista in the ordinary course of business, and all Listed Mortgagees.

### **28.2. Material Alteration.**

Except as otherwise provided in this Declaration, no amendment of the Declaration shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to such Unit, change the proportion or percentage by which the Unit Owner shares the Common Expenses and owns the Common Surplus and Common Elements or the Unit's

voting rights in the Association, unless: (i) the record owner of the Unit; (ii) all record owners of liens on the Unit join in the execution of the amendment; and, provided, that the record owners of not less than sixty-six and two-thirds percent (66 2/3%) of all other Units approve the amendment. Any such amendments shall be recorded in the same manner as provided in Paragraph 28.1; provided, however, no amendment to this Declaration shall change the method of determining Annual Assessments unless approved in writing by the Institutional Mortgagees holding mortgages encumbering two-thirds (2/3) of the Units encumbered by mortgages held by Institutional Mortgagees; and further provided, however, no amendments of a material and adverse nature to Institutional Mortgagees shall be valid unless approved by Institutional Mortgagees that represent at least fifty-one percent (51%) of the votes of Units that are subject to its mortgages.

### 28.3. Defect, Error or Omission.

Whenever it shall appear to the Board that there is a defect, error or omission in the Declaration, or in other documentation required by law to establish the Condominium, the Association, through its Board, shall immediately call for a special meeting of the Unit Owners to consider amending the Declaration or other Neighborhood Documents. Upon the affirmative vote of one-third (1/3) of the Unit Owners, with there being more positive votes than negative votes, the Association shall amend the appropriate documents. A true copy of such amendment shall be sent in conformance with the Mailing. The amendment shall become effective upon the recording of the certificate amongst the Public Records, but the certificate shall not be recorded until sixty (60) days after the Mailing, unless such sixty (60)-day period is waived in writing by Developer, for so long as Developer holds any Units for sale or lease in Grand Vista at Grand Haven Condominium in the ordinary course of business, and all Listed Mortgagees.

### 28.4. Rights of Developer, the Association, and Institutional Mortgagees.

No amendment shall be passed which shall impair or prejudice the rights or priorities of Developer, for so long as Developer holds any Units for sale or lease in Grand Vista at Grand Haven in the ordinary course of business, the Association or any Institutional Mortgagee under this Declaration and the other Neighborhood Documents without the specific written approval of Developer, for so long as Developer holds any Units for sale or lease in Grand Vista in the ordinary course of business, the Association, or any Institutional Mortgagees affected thereby. In addition, any amendment, which would alter any provision relating to the Surface Water or Stormwater Management System(s), beyond maintenance in its original condition, including the water management portions of the Condominium Property must have the prior written approval of the District, the CDD and/or the Master Association, as applicable.

### 28.5. Scrivener's Error.

The Association may amend this Declaration and any exhibits hereto, in order to correct a scrivener's error or other defect or omission by the affirmative vote of two-thirds (2/3) of the Board without the consent of the Unit Owners provided that such amendment does not materially

and adversely affect the rights of Developer, Unit Owners, lienors or mortgagees. This amendment shall be signed by the President of the Association and a copy of the amendment shall be furnished to the Association and all Listed Mortgagees and sent pursuant to the Mailing as soon after recording thereof amongst the Public Records, as is practicable.

**28.6. Amendments Required by Secondary Mortgage Market Institutions.**

Notwithstanding anything contained herein to the contrary, Developer may, without the consent of the Unit Owners, file any amendment to this Declaration, the Articles and/or Bylaws which may be required by an Institutional Mortgagee for the purpose of satisfying its Planned Unit Development criteria or such criteria as may be established by such mortgagee's secondary mortgage market purchasers, including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; provided, however, that any such Developer filed amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

**28.7. U.S. Housing and Urban Development/U. S. Department of Veterans Affairs Approval.**

In the event that the Condominium receives U .S. Department of Housing and Urban Development ("HUD") or the U.S. Department of Veterans Affairs ("VA") project approval, any amendment to this Declaration, the Articles, Bylaws or any other enabling documentation, excluding amendments to add phases, any mergers and consolidations, mortgaging of common area or dissolutions of the Articles, must be approved in writing by HUD or VA as long as Developer owns any Units in Grand Vista.

**28.8. Amendments Regarding Tenants/Leasing Restrictions.**

Any amendment to any of the Neighborhood Documents granting the Association or the Board the right to approve or in any manner screen tenants of any Unit Owner must first be approved by a majority of the Board and three-fourths (3/4) of all Unit Owners (at a duly called meeting of the Unit Owners at which a quorum is present). Any amendment to any of the Neighborhood Documents restricting a Unit Owner 's right to lease his or her Unit shall be adopted in accordance with the Act.

**28.9. Neighborhood Documents and Master Documents.**

The Articles, Bylaws and other Neighborhood Documents shall be amended as provided in such documents. The Master Declaration, Articles of Incorporation of the Master Association and Bylaws of the Master Association shall be amended as provided in the respective Master Documents.

#### 28.10. **Form of Amendment.**

To the extent required by the Act, as amended from time to time, no provision of this Declaration shall be revised or amended by reference to its title or number only and proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text and underlined; and words to be deleted shall be lined through with hyphens; provided, however, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicated for words added or deleted, but, instead a notation shall be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial Rewording of Declaration. See provision \_\_\_\_\_ for present text." Notwithstanding anything herein contained to the contrary, however, failure to comply with the above format shall not be deemed a material error or omission in the amendment process and shall not invalidate an otherwise properly promulgated amendment.

### **29. PROVISIONS SETTING FORTH THE RIGHTS OF DEVELOPER TO SELL UNITS**

#### 29.1. **Developer's Right to Convey.**

The provisions, restrictions, terms and conditions of Article 17 hereof, other than those matters specified in 618-18.007, F.A.C., shall not apply to Developer for so long as Developer holds Units for sale or lease in the ordinary course of business, Developer shall have the absolute right to sell, convey, transfer, mortgage or encumber in any way any such Unit upon any terms and conditions as it shall deem to be in its own best interests. As used herein, the phrase "ordinary course of business" shall mean any method of sale employed by Developer to sell or lease Units, including, but not limited to, having a sales and/or leasing office, using the services of any broker or advertising Units for sale or lease.

#### 29.2. **Developer's Right to Transact Business.**

Developer reserves and shall have the right to enter into and transact on the Condominium Property and other portions of Grand Vista any business necessary to consummate the construction, sale, lease or encumbrance of Units including the right to maintain models and a sales and/or leasing office, place signs, leave entrance gates (if any) open during sales, leasing and/or construction periods, employ sales personnel, hold promotional parties, use the Common Elements and show Units and including the right to carry on construction activities of all types necessary to construct all improvements in Grand Vista at Grand Haven pursuant to the plan for development as set forth in Articles 5, 6 and 10 hereof. Any such models, sales and/or leasing office, signs and any other items pertaining to such sales and/or leasing efforts shall not be considered a part of the Common Elements and shall remain the property of Developer. Developer reserves the right for itself and any of its affiliates to utilize the models for other communities in Grand Vista at Grand Haven, as Developer and/or any of Developer's affiliates as developers of

such other communities may so determine. By way of example and not limitation, Unit Owners shall not interfere in any manner whatsoever in the construction, sales and leasing process by Developer and/or any of its affiliates, including the carrying of signs or other types of demonstrations on the Condominium Property or any public right of way adjacent to the Condominium Property or the closing of entrance gates (if any) when Developer determines such entrance gates must remain open to accommodate Developer's construction, sales or leasing activities. Each Home Owner acknowledges that any such activities interfere with the quiet enjoyment of the Condominium by the other Unit Owners, are detrimental to the value of the Units within the Condominium, and interfere with Developer's ability to conduct its business.

### 29.3. Assignment.

This Article 29 may not be suspended, superseded or modified in any manner by any amendment to the Declaration, unless such amendment is consented to in writing by Developer. The right of use and transaction of business as set forth in this Article 29 may be assigned in writing by Developer in whole or in part.

## 30. GENERAL PROVISIONS

### 30.1. Withdrawal Notice; Other Homes and Merger.

30.1.1. Rights of Developer. Nothing contained in this Declaration shall be deemed to prohibit Developer from developing any condominium units or other types of non-condominium residential developments, if approved by the applicable governmental authorities, other than the Homes within the Condominium, upon any portion of any Subsequent Phase with respect to which Developer has recorded amongst the Public Records a Withdrawal Notice.

30.1.2. Rights of Unit Owners of Other Homes to Common Elements, Association Property and Easements Created for Access. In the event that Developer develops Other Homes on any portion of any Subsequent Phase which is the subject of a Withdrawal Notice, the Other Home Owners and their family members, guests, invitees, and lessees shall have as an appurtenance to and a covenant running with such Other Homes: (i) the right to use and enjoy any recreational facilities, landscaped areas, walks, drives, parking areas, other facilities and improvements, including, but not limited to, the real property and all improvements, which comprise the Association Property and Common Elements of the Condominium, in the same manner and with the same privileges as Unit Owners have or may have from time to time; and (ii) a perpetual nonexclusive easement over, across and through the Condominium Property and for the use and enjoyment thereof and from and to public ways, including dedicated streets and the Association Property. Unit Owners shall have a similar perpetual nonexclusive easement for ingress and egress and access to, over and across the walks and other rights-of-way located upon the portion of the Land covered by a Withdrawal Notice from and to public ways, including dedicated streets and the Association Property subject to rules and regulations established by the Association governing the use and enjoyment of such easements. The Association shall not establish any rule or regulation with respect to the use and enjoyment of the Association Property



or the easements created by this Paragraph 30.1.2 which do not apply uniformly to the Unit Owners, Other Unit Owners and their respective family members, guests, invitees and lessees.

30.1.3. Obligations of Other Homes. The Association Expenses as to the Association Property shall be assessed among all existing Units and the Other Homes Subject to Assessment as more particularly set forth in and pursuant to the provisions of Sections 6.5 and 30.2 of this Declaration.

30.1.4. Liens upon Other Homes. There shall be a charge on and continuing lien upon all Other Homes Subject to Neighborhood Assessment against which assessment is made as provided in Section 6.5 and Paragraph 30.1.3 which shall be subject to all provisions herein to which Units are subject, including, but not limited to, the rights of foreclosure of Other Homes Subject to Neighborhood Assessment and such right shall be set forth in the documents establishing the Other Homes.

30.1.5. Developer Approval of Amendments to Article 30. Amendment of this Article 30 shall require, in addition to any votes or approvals elsewhere required, the written consent of Developer, for so long as Developer owns any Units for sale in the ordinary course of business.

30.1.6. Merger. The Association may merge the condominiums operated by the Association by calling a special meeting for such purpose, obtaining the affirmative vote of seventy-five percent (75%) of the owners in such condominium, obtaining the approval of all record owners of liens, and upon the recording of new or amended Articles of Incorporation, Declarations, and Bylaws.

### 30.2. Severability.

Invalidation of any one of these covenants or restrictions or of any of the terms and conditions herein contained shall in no way affect any other provisions which shall remain in full force and effect.

### 30.3. Rights of Mortgagees.

30.3.1. Right to Notice. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Neighborhood Documents and the books, records and financial statements of the Association to Unit Owners and the holders, insurers or guarantors of any first mortgages encumbering Units. In addition, evidence of insurance shall be issued to each Unit Owner and mortgagee holding a mortgage encumbering a Unit upon written request to the Association. A mortgagee shall be entitled to receive timely written notice of any proposed action that requires the consent of a specified percentage of

mortgagees. To be entitled to receive notices under this Section 30.3.1, the mortgagee (or mortgage insurer or guarantor) must send a written request to the Association stating both its name and address and the address of the Unit on which it has (or insures or guaranties) the mortgage.

30.3.2. Rights of Listed Mortgagee. Upon written request to the Association identifying the name and address of the Listed Mortgagee of a mortgage encumbering a Unit and the legal description of such Unit, the Association shall provide such Listed Mortgagee with timely written notice of the following:

30.3.2.1. Any condemnation, loss or casualty loss which affects any material portion of the Condominium or any Unit encumbered by a first mortgage held, insured or guaranteed by such Listed Mortgagee;

30.3.2.2. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

30.3.2.3. Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Unit; and

30.3.2.4. Any failure by a Unit Owner owning a Unit encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform his or her obligations under the Neighborhood Documents, including, but not limited to, any delinquency in the payment of Annual Assessments or Special Assessments, or any other charge owed to the Association by said Unit Owner where such failure or delinquency has continued for a period of sixty (60) days.

30.3.3. Right of Listed Mortgagee to Receive Financial Statement. Any Listed Mortgagee shall, upon written request made to the Association, be entitled free of charge to financial statements from the Association for the prior fiscal year and the same shall be furnished within a reasonable time following such request.

30.3.4. Right to Cover Cost. Any Listed Mortgagee shall have the right, but not the obligation, and at its sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Unit. Further, any Listed Mortgagees shall have the right, but not the obligation, and at its sole option, to pay insurance premiums or fidelity bond premiums or any New Total Tax on behalf of the Association where, in regard to insurance premiums, the premiums are overdue and where lapses in policies may or have occurred or, in regard to New Total Taxes, where such tax is in default and which may or has become a charge against the Condominium Property. Any Listed Mortgagees paying insurance premiums or any New Total Tax on behalf of the Association as set forth above shall be entitled to immediate reimbursement from the Association plus any costs of collection, including, but not limited to, Legal Fees.

**30.4. Developer Approval of Association Actions.**

Notwithstanding anything in this Declaration to the contrary, while Developer holds Units for sale or lease in the ordinary course of business, none of the following actions may be taken without approval in writing by Developer:

(i) Assessment of Developer as a Unit Owner for capital improvements ; and

(ii) Any action by the Association that would be detrimental to the sale or leasing of Units by Developer.

The determination as to what actions would be detrimental or what constitutes capital improvements shall be in the sole discretion of Developer; provided, however, that an increase in assessments for Neighborhood Common Expenses without discrimination against Developer shall not be deemed to be detrimental to the sale or lease of Units.

**30.5. Notices.**

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Unit Owner, at the address of the person whose name appears as the Unit Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Unit owned by such Unit Owner; (ii) the Association, certified mail, return receipt requested, at c/o **May Management Services, Inc., 1 Hammock Beach Parkway, Suite 102, Palm Coast, FL 32137**, or such other address as the Association shall hereinafter notify Developer and the Unit Owners of in writing; and (iii) Developer, certified mail, return receipt requested, at 4601 E. Moody Blvd., Suite D-1, Bunnell, FL 32110, Attn: J. Todd Buch, Manager, with a separate copy to \_\_\_\_\_, Attn: \_\_\_\_\_, or such other address or addresses as Developer shall hereafter notify the Association of in writing, any such notice to the Association of a change in Developer 's address being deemed notice to the Unit. Upon request of a Unit Owner the Association shall furnish to such Unit Owner the then current address for Developer as reflected by the Association records.

**30.6. No Time-Share Estates.**

Pursuant to the requirements of Section 718.403(2)(f) of the Act, it is hereby specified that no time share estates will be created with respect to Units in any Phase.

**30.7. Assignment of Developer's Rights.**

Developer shall have the right to assign, in whole or in part, any of its rights granted under this Declaration. No Unit Owner or other purchaser of a portion of the Land shall, solely by the purchase, be deemed a successor or assignee of any rights granted to Developer under this Declaration, unless such purchaser is specifically designated as such in an instrument executed by Developer

### 30.8. Lease.

A lessee of a Unit shall by execution of a lease, be bound by all applicable terms and provisions of this Declaration and the Master Documents and be deemed to, accept his or her leasehold estate subject to this Declaration and the Master Documents, agree to conform and comply with all provisions contained therein and allow the lessor and the Association to fulfill all obligations imposed pursuant thereto. All leases must be in writing, and copies of the lease agreement and any amendments thereto shall be delivered to the Association and Master Association upon execution.

### 30.9. Partition of Common Elements.

The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated from the Unit and shall pass with the title to the Unit, whether or not separately described. Any purported conveyance, encumbrance, judicial sale, or other transfer (whether voluntary or involuntary) of an individual interest in the Common Elements will be void unless the Unit to which that interest is appurtenant is also transferred.

### 30.10. Documents.

Any person reading this Declaration is hereby put on notice that the Condominium is part of Grand Haven Community and, as such, is subject to, among other covenants and restrictions, the Master Documents, as such documents may be amended from time to time. These documents and all amendments thereto are superior to this Declaration and should be read in conjunction with this Declaration and other Neighborhood Documents.

### 30.11. Security.

The Association may, but shall not be obligated to, maintain or support certain activities within the Condominium designed to make the Condominium safer than it otherwise might be. Developer shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Developer. Additionally, NEITHER DEVELOPER, DECLARANTS, THE MASTER ASSOCIATION, THE LAND CONDOMINIUM ASSOCIATION, THE CDD NOR THE ASSOCIATION MAKE ANY

REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE, IF ANY. ALL UNIT OWNERS AGREE TO HOLD DEVELOPER, DECLARANTS, THE MASTER ASSOCIATION, THE CDD AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, DECLARANTS, THE MASTER ASSOCIATION, THE CDD DEVELOPER, ANY SUCCESSOR DECLARANTS, NOR ANY SUCCESSOR DEVELOPER SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE CONDOMINIUM. NEITHER THE ASSOCIATION, DECLARANTS, THE MASTER ASSOCIATION, THE CDD, DEVELOPER, ANY SUCCESSOR DECLARANTS, NOR ANY SUCCESSOR DEVELOPER SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY.

ALL UNIT OWNERS AND OCCUPANTS OF ANY UNIT, AND TENANTS, GUESTS AND INVITEES OF A UNIT OWNER, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, THE MASTER ASSOCIATION AND ITS BOARD, THE CDD AND ITS BOARD, DEVELOPER, DECLARANTS, ANY SUCCESSOR DECLARANTS, OR ANY SUCCESSOR DEVELOPER DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DEVELOPER, THE CDD, DECLARANTS, THE MASTER ASSOCIATION, OR THE ASSOCIATION MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH UNIT OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST AND INVITEE OF A UNIT OWNER, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION AND ITS BOARD, THE MASTER ASSOCIATION AND ITS BOARD, THE CDD AND ITS BOARD, DECLARANTS AND ANY SUCCESSOR DECLARANTS, DEVELOPER, OR ANY SUCCESSOR DEVELOPER ARE NOT INSURERS AND THAT EACH UNIT OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST AND INVITEE OF A UNIT OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS AND TO THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION AND ITS BOARD, THE MASTER ASSOCIATION AND ITS BOARD, THE CDD AND ITS BOARD, DECLARANTS AND ANY SUCCESSOR DECLARANTS, DEVELOPER, OR ANY SUCCESSOR DEVELOPER HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY UNIT OWNER OR OCCUPANT OF ANY UNIT, OR ANY TENANT, GUEST OR INVITEE OF A UNIT OWNER RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM

SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE CONDOMINIUM, IF ANY.

### **31. PROVISIONS RELATING TO TERMINATION**

The Condominium may be terminated in the following manner:

#### **31.1. Agreement.**

The Condominium may be terminated at any time pursuant to a plan of termination approved by at least eighty percent (80%) of the total voting interests of the Condominium if not more than ten percent (10%) of the total voting interests of the Condominium have rejected the plan of termination by negative vote or by providing written objections thereto. A Unit Owner or lienor may contest a plan of termination by initiating a summary procedure pursuant to Section 51.011, Florida Statutes, within ninety (90) days after the date the plan is recorded. A Unit Owner or lienor who does not contest the plan within the 90-day period is barred from asserting or prosecuting a claim against the Association, the termination trustee, any Unit Owner, or any successor in interest to the Condominium Property. In an action contesting a plan of termination, the person contesting the plan has the burden of pleading and proving that the apportionment of the proceeds from the sale among the Unit Owners was not fair and reasonable. The apportionment of sale proceeds is presumed fair and reasonable if it was determined pursuant to the methods prescribed in subsection 718.117(12) of the Act. The court shall determine the rights and interests of the parties and order the plan of termination to be implemented if it is fair and reasonable. If the court determines that the plan of termination is not fair and reasonable, the court may void the plan or may modify the plan to apportion the proceeds in a fair and reasonable manner pursuant to this Section based upon the proceedings and order the modified plan of termination to be implemented. In such action, the prevailing party shall recover reasonable attorney's fees and costs.

#### **31.2. Certificate of Termination; Termination Trustee.**

The termination of the Condominium shall be evidenced by a Certificate of Termination, executed by the President or Vice President of the Association with the formalities of a deed, and certifying to the facts effecting the termination. The certificate also shall include the name and address of a Florida financial institution with trust powers, or a licensed Florida attorney, designated by the Association as Termination Trustee. The certificate shall be signed by the Trustee indicating willingness to serve in that capacity. Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this Section is recorded in the Public Records of the County. The recording of the Certificate of Termination automatically divests the Association and all Unit Owners of legal title and vests legal title to all real and personal property formerly the Association Property in the Termination Trustee named in the Certificate of Termination without need for further conveyance. Beneficial title to the Property is owned by the former Unit Owners as tenants in common in the same undivided shares each Unit Owner previously owned in the Common Elements. On termination, each lien encumbering a

Unit shall be transferred automatically to the equitable share in the Property attributable to the Unit encumbered by the lien with the same priority. Termination incident to a merger of the Condominium with another Grand Vista at Grand Haven Condominium shall not require the designation of a Termination Trustee.

The Association shall serve as termination trustee unless another person is appointed in the plan of termination. If the Association is unable, unwilling, or fails to act as trustee, any Unit Owner may petition the court to appoint a trustee. Upon the date of the recording or at a later date specified in the plan, title to the Condominium Property vests in the trustee. Unless prohibited by the plan, the termination trustee shall be vested with the powers given to the Board pursuant to this Declaration, the Bylaws, and Section 718.117(6) of the Act. If the Association is not the termination trustee, the trustee's powers shall be coextensive with those of the Association to the extent not prohibited in the plan of termination or the order of appointment. If the Association is not the termination trustee, the Association shall transfer any Association Property to the trustee. If the Association is dissolved, the trustee shall also have such other powers necessary to conclude the affairs of the Association.

**31.3. Wind-up of Association Affairs.**

The termination of the Condominium does not, by itself, terminate the Association. The former Unit Owners and their successors and assigns shall continue to be members of the Association, and the members of the Board and the officers of the Association shall continue to have the powers granted in this Declaration, the Articles of Incorporation, and Bylaws for the purpose of winding up the affairs of the Association in accordance with this Section.

**31.4. Notice to Division.**

When the Board intends to terminate or merge the Condominium, or dissolve or merge the Association, the Board shall so notify the Division before taking any action to terminate or merge the Condominium or the Association. Upon recordation of the Certificate of Termination in the Public Records, the Association shall, within thirty (30) business days, notify the Division of the termination. Such notice shall include the date the Certificate of Termination was recorded, the County, and the Official Records book and page number where recorded, together with a copy of the recorded Certificate of Termination, certified by the Clerk of Courts of the County.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer has caused these presents to be duly executed this 13 day of Nov., 2023.

WITNESSES:

*Kardyn Sheekes*  
*Kardyn Sheekes*

Signature  
Kelly Devore  
Printed Name:

ZANDER DEVELOPMENT GROUP, LLC, a Florida limited liability company

By: Zander Property Group, LLC, a Florida limited liability company, its Authorized Member

By: J. Todd BUCH  
JAY TODD BUCH, Manager

By: Business Suites Corporation, a Florida corporation, its Authorized Member

By: Zander Burger  
Zander Burger, Director/Authorized Signatory President

*Zander Burger*

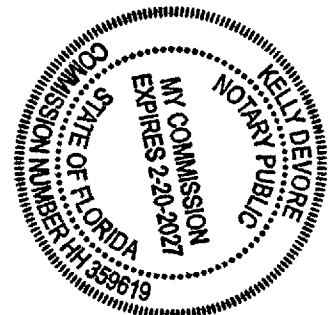
Signature  
Zander Burger  
Printed Name:

STATE OF FLORIDA

COUNTY OF Flagler

The foregoing instrument was acknowledged before me, by means of XX physical presence or online notarization, this 13 day of NOV., 2023, by JAY TODD BUCH, the Manager, President of Zander Property Group, LLC and ZANDER BURGER, Director/Authorized Signatory of Business Suites Corporation, each Authorized Members of ZANDER DEVELOPMENT GROUP, LLC, a Florida limited liability company, on behalf of the corporation, who is personally known to me or who has produced D.L. as identification.

*Kelly Devore*  
NOTARY PUBLIC  
My Commission Expires:





WITNESSES:

ZANDER DEVELOPMENT GROUP, LLC, a Florida limited liability company

By: Cadenza Real Estate LLC, a Florida limited liability company, its Authorized Member

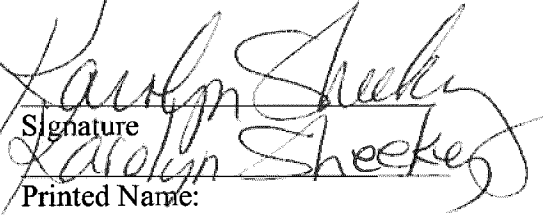


Signature

Kelly Devore

Printed Name:

By:   
Danielle N. Gross Manager



Signature

Printed Name:

STATE OF FLORIDA

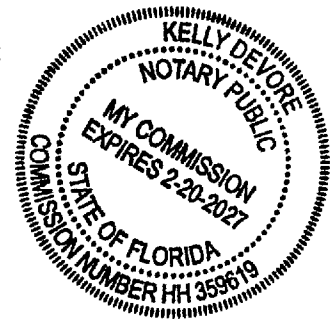
COUNTY OF Flagler

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 13<sup>th</sup> day of November 2023, by DANIELLE N. GROSS, the Manager of Cadenza Real Estate LLC, an Authorized Member of ZANDER DEVELOPMENT GROUP, LLC, a Florida limited liability company, on behalf of the corporation, who is personally known to me or who has produced D.L. as identification.



NOTARY PUBLIC

My Commission Expires:



**EXHIBIT "A" TO  
DECLARATION OF CONDOMINIUM**

**Legal Description of Land**

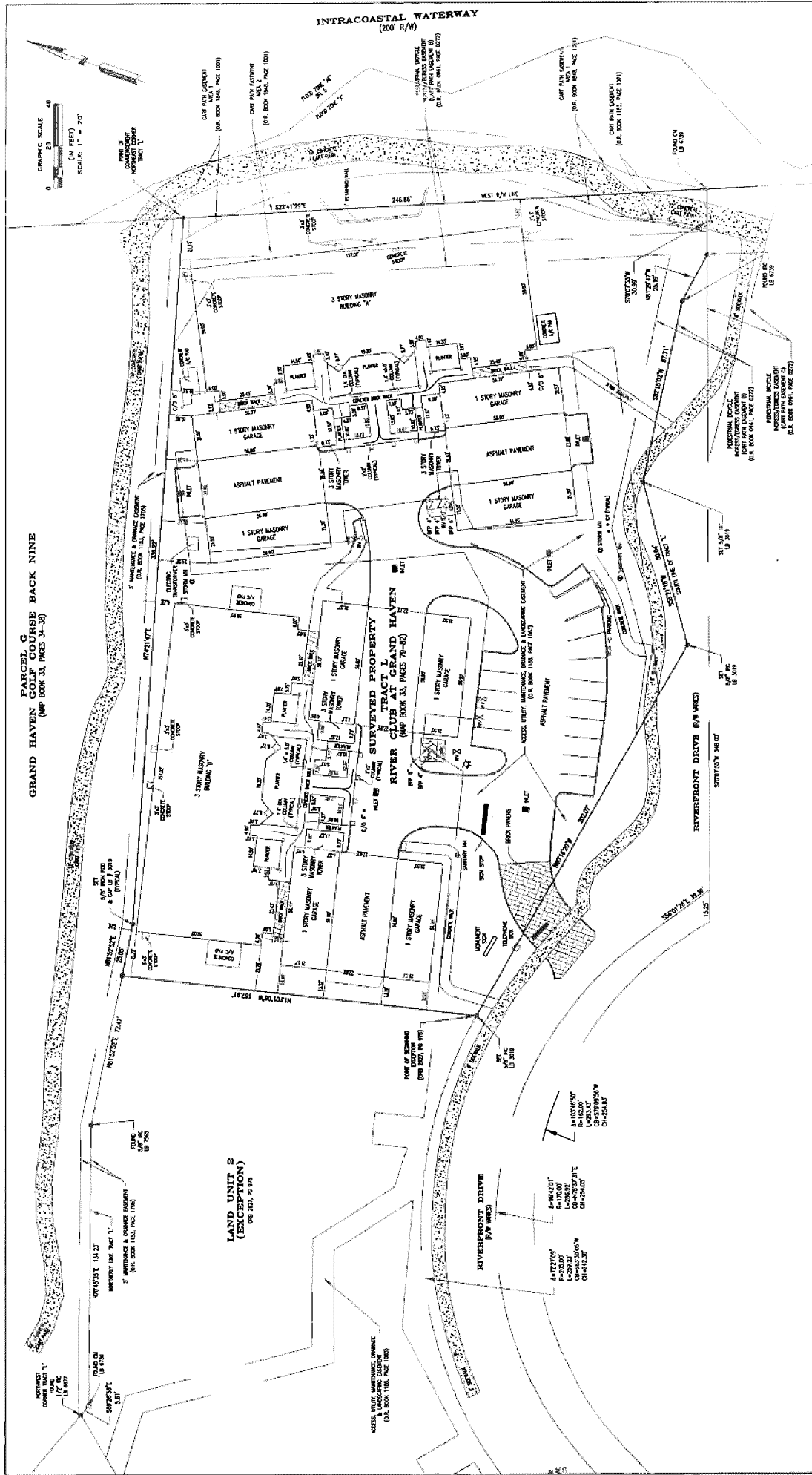
LAND UNIT 1, LA VISTA LAND CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, and an undivided interest in the common elements thereof, recorded in Public Records of Flagler County, Florida at Official Records Book 2265, Page 738, and First Amendment recorded in Official Records Book 2701, Page 1966, and all amendments thereto.

**EXHIBIT "B"**  
**DECLARATION OF CONDOMINIUM**

**Initial Phase Survey**  
**And Site Plan**

**Exhibit B-1**





<p><b>UNLTY STATEMENT:</b> THE UNDESIRABLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS. THE UNDESIRABLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY ARE BASED ON THE INFORMATION PROVIDED BY THE CLIENT. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE AREAS SHOWN ON THIS SURVEY AND HAS FOUND NO OTHER INFORMATION TO CORRECT OR ADD TO THE INFORMATION PROVIDED BY THE CLIENT. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE AREAS SHOWN ON THIS SURVEY AND HAS FOUND NO OTHER INFORMATION TO CORRECT OR ADD TO THE INFORMATION PROVIDED BY THE CLIENT. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE AREAS SHOWN ON THIS SURVEY AND HAS FOUND NO OTHER INFORMATION TO CORRECT OR ADD TO THE INFORMATION PROVIDED BY THE CLIENT.</p>		<p><b>GENERAL NOTES:</b> 1. ALL DIMENSIONS ARE IN FEET AND INCHES. 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED. 4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED. 5. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE CANAL UNLESS OTHERWISE NOTED. 6. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE RIVER UNLESS OTHERWISE NOTED. 7. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE WATERWAY UNLESS OTHERWISE NOTED. 8. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DRIVE UNLESS OTHERWISE NOTED. 9. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT UNLESS OTHERWISE NOTED. 10. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE PARCEL UNLESS OTHERWISE NOTED.</p>	
<p><b>SLIGER &amp; ASSOCIATES, INC.</b> PROFESSIONAL LAND SURVEYORS 1000 W. WINDY HILL ROAD SUITE 100 DADE COUNTY, FLORIDA 33134 TEL: (305) 395-1100 FAX: (305) 395-1101 WWW.SLIGER.COM LICENSED BUSINESS CERTIFICATION NUMBER 3019 Copyright © 2019 Sliger &amp; Associates, Inc.</p>		<p><b>LAND UNIT 1, TRACT "L" RIVER CLUB AT GRAND HAVEN MAP BOOK 38, PAGES 79-82 FLAGLER COUNTY, FLORIDA</b></p> <p><b>FOR: ZANDER PROPERTY GROUP, LLC</b></p> <p><b>JOB NO. 22-0749</b></p>	
<p><b>BOUNDARY SURVEY</b></p>		<p>SEE SHEET 1 FOR CERTIFICATIONS &amp; SIGNATURE</p>	

GRAND VISTA  
CONDOMINIUMS AT GRAND HAVEN



# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3018

3821 NOVA ROAD  
PORT ORANGE, FL 32127  
(386) 761-5385

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www.sligerassociates.com



PARCEL G  
GRAND HAVEN GOLF COURSE BACK NINE  
(MAP BOOK 33, PAGES 34-38)

POINT OF BEGINNING  
NORTHEAST CORNER  
TRACT L

N81°52'52"E  
25.05'

NORTHERLY LINE TRACT L

N74°21'47"E 336.22'

N130°10'08"W  
167.91'

TRACT L  
RIVER CLUB AT GRAND HAVEN  
(MAP BOOK 33, PAGES 79-82)

1.949 ACRES

S22°41'29"E  
248.86'

EASTERLY LINE TRACT L

SOUTHERLY LINE TRACT L  
N60°16'20"W 202.07'

N81°29'47"W  
25.19'

SEVENHOLTS DRIVE (R/W LINE)

S55°21'18"W  
80.04'

S82°15'02"W  
87.71'

S70°07'55"W  
30.99'

SOUTHEAST CORNER  
TRACT L

GRAND HAVEN GOLF COURSE FRONT NINE  
(MAP BOOK 33, PAGES 29-33)

GRAND VISTA  
CONDOMINIUMS AT GRAND HAVEN

FOR: CHIUMENTO SELIS DWYER P.L.  
DESCRIPTION: LAVAYAS VISTA PAR  
CONDOMINIUM @ GRAND HAVEN

PHASE 1

SKETCH OF DESCRIPTION  
NOT A BOUNDARY SURVEY

JOB #18-0075

SCALE: 1"=60'

FIELD BOOK:

PAGE:

### ABBREVIATIONS

- DS PLATED DIMENSION
- DESD DIMENSION
- MS MEASURED DIMENSION
- CS CALCULATED DIMENSION
- EXT EXTENSION
- A/C AIR CONDITIONER
- R/W RIGHT OF WAY
- CL CENTERLINE
- CA CENTRAL ANGLE
- R RADIUS
- L ARC LENGTH
- CB CHORD BEARING
- FP&L CO. FLORIDA POWER & LIGHT COMPANY
- N.C.V.D. NATIONAL GEODETIC VERTICAL DATUM
- U.S.C. & G.S. UNITED STATES COAST AND GEODETIC SURVEY

### SHEET 1 OF 2

#### LEGEND

- IRON ROD WITH CAP
- IRON PIPE
- CONCRETE MONUMENT
- ≡ PERMANENT REFERENCE MONUMENT
- ▲ PERMANENT CONTROL POINT
- (R) RADIAL LINE
- (NR) NON-RADIAL LINE
- EXISTING ELEVATION
- PROPOSED ELEVATION



# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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

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www.sligerassociates.com

**SURVEYORS NOTES**

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE EAST LINE OF TRACT L, RIVER CLUB AT GRAND HAVEN, MB 33, PGS 79-82, FLAGLER COUNTY BEING S22°41'28"E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
6. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

**DESCRIPTION**

A PORTION OF TRACT L, RIVER CLUB AT GRAND HAVEN, AS RECORDED IN MAP BOOK 33, PAGES 79 THROUGH 82, INCLUSIVE, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT L; THENCE RUN S22°41'28"E ALONG THE EAST LINE OF SAID TRACT L, 248.88 FEET TO THE SOUTHEAST CORNER OF SAID TRACT L; THENCE S70°07'55"W ALONG THE SOUTH LINE OF SAID TRACT L, 30.89 FEET; THENCE CONTINUE ALONG THE SOUTHERLY LINE OF SAID TRACT L THE FOLLOWING 4 COURSES: N81°28'47"W, 25.19 FEET; THENCE S82°15'02"W, 87.71 FEET; THENCE S55°21'18"W, 80.04 FEET; THENCE N80°18'20"W, 202.07 FEET; THENCE DEPART SAID SOUTHERLY LINE N13°01'08"W, 167.81 FEET TO THE NORTHERLY LINE OF SAID TRACT L; THENCE N81°52'52"E ALONG THE NORTHERLY LINE OF SAID TRACT L, 25.05 FEET; THENCE N74°21'47"E ALONG SAID NORTHERLY LINE, 336.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.948 ACRES, MORE OR LESS.

GRAND VISTA  
CONDOMINIUMS AT GRAND HAVEN

**REFERENCE:**

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF DESCRIPTION			

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: CHIUMENTO SELIS DWYER, P.L.

SKETCH OF DESCRIPTION	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
BOUNDARY SURVEY	JANUARY 27, 2016	18-0078		JZ	JZ
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
CERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 46-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.007, FLORIDA STATUTES.

J.E. ZAPERO, P.L.S. NO. 4048  
STEVEN T. KRUGER, P.L.S. NO. 4722  
C.O. VAN FLEECK JR., P.S.M. NO. 8149  
MICHAEL S. MURPHY, P.S.M. NO. 6208



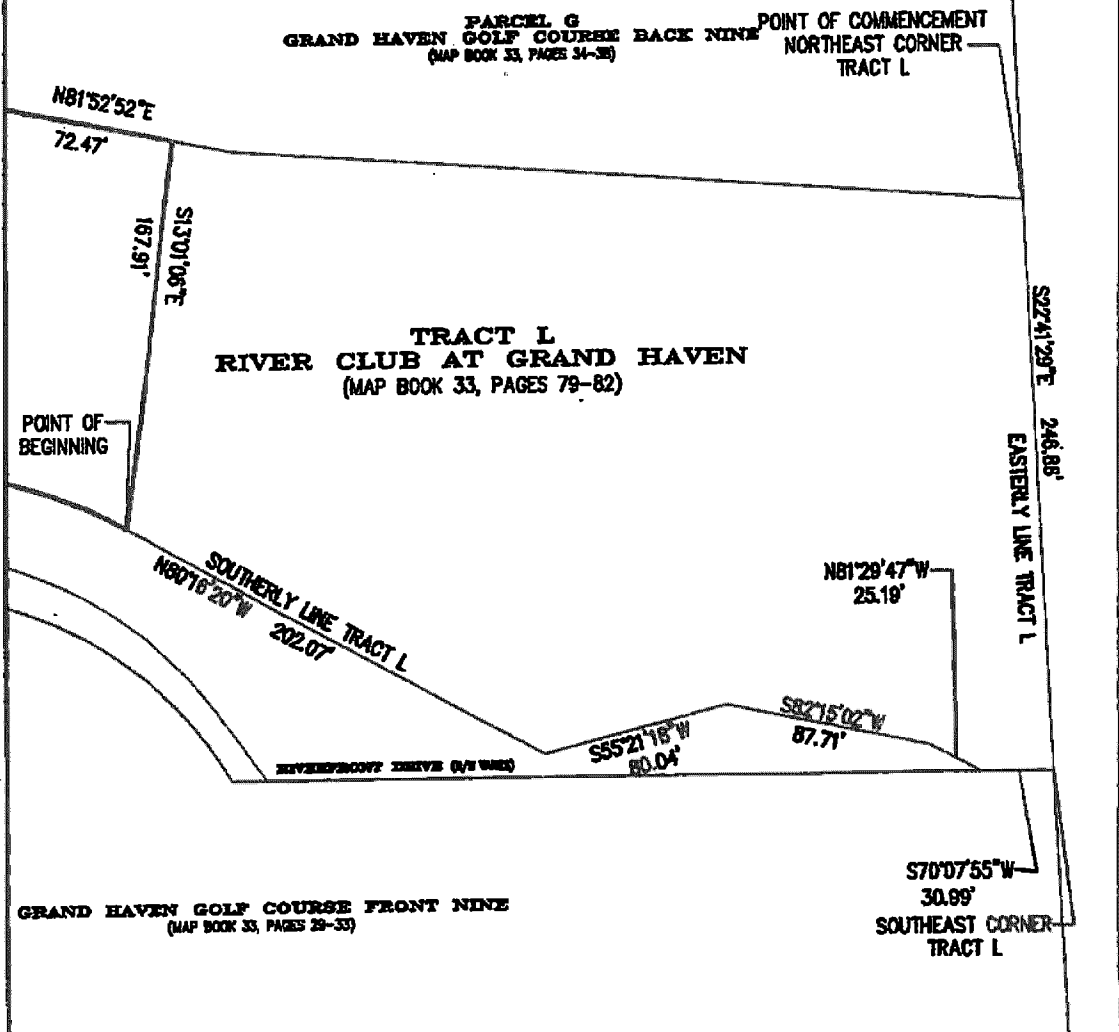
# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3018

3821 NOVA ROAD  
PORT ORANGE, FL 32127  
(386) 761-5385

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GRAND VISTA  
CONDOMINIUMS AT GRAND HAVEN

SKETCH OF DESCRIPTION  
NOT A BOUNDARY SURVEY

FOR: CHIUMENTO SELIS DWYER P.L.  
DESCRIPTION: LAVAYAS VISTA PAR  
CONDOMINIUM @ GRAND HAVEN  
PHASE 2

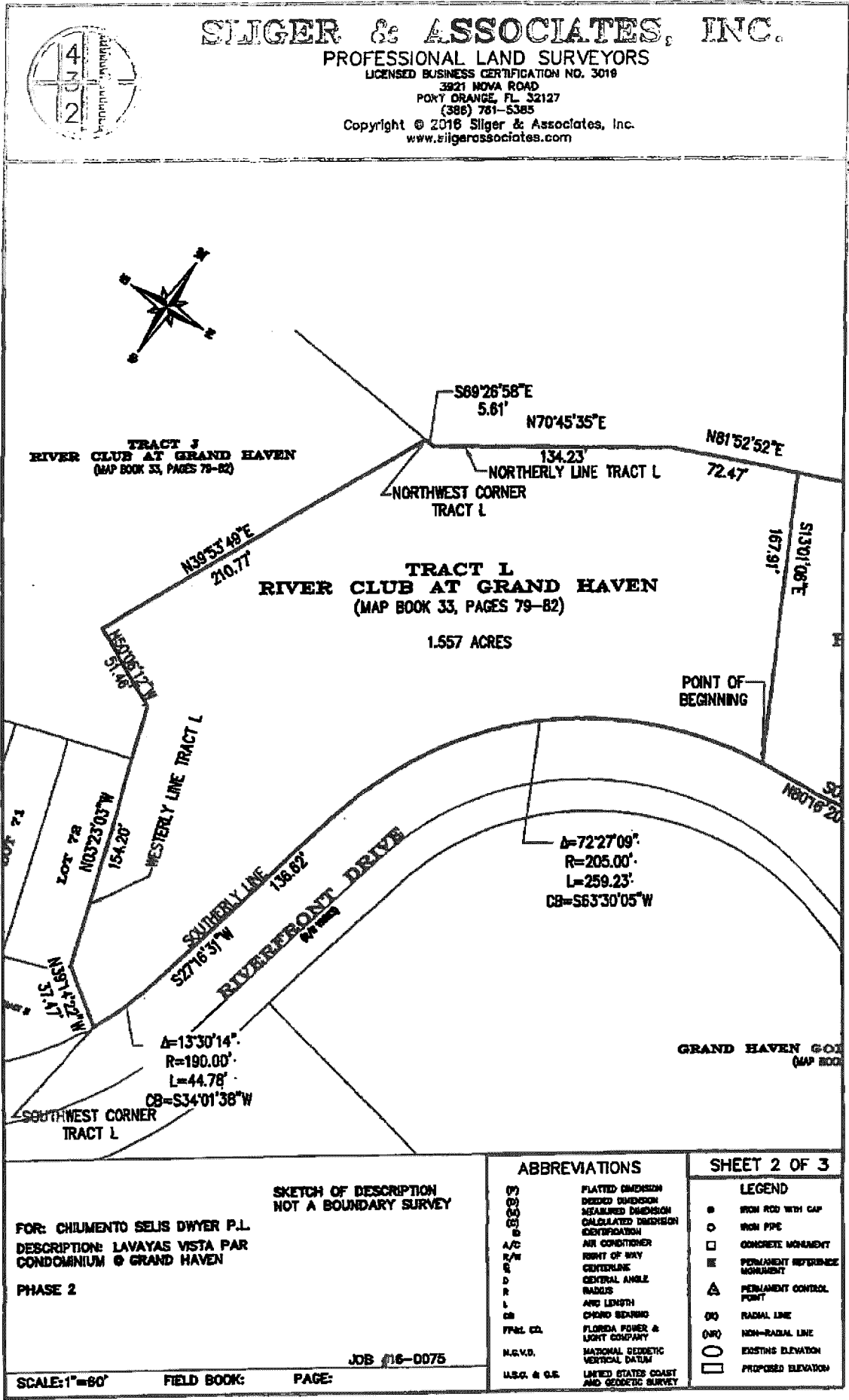
JOB #16-0075

SCALE: 1"=80'      FIELD BOOK:      PAGE:

ABBREVIATIONS	
(D)	PLATED DIMENSION
(D)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
(S)	SUBSTITUTION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
E	CENTERLINE
∠	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FLM. CO.	FLORIDA POWER & LIGHT COMPANY
N.T.S.	NATIONAL TRIGONOMETRIC SURVEY
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 3	
LEGEND	
●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
⊕	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION







# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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PORT ORANGE, FL 32127  
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**DESCRIPTION**

A PORTION OF TRACT L, RIVER CLUB AT GRAND HAVEN, AS RECORDED IN MAP BOOK 33, PAGES 79 THROUGH 82, INCLUSIVE, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT L; THENCE RUN S22°41'28"E ALONG THE EAST LINE OF SAID TRACT L, 246.86 FEET TO THE SOUTHEAST CORNER OF SAID TRACT L; THENCE S70°07'55"W ALONG THE SOUTH LINE OF SAID TRACT L, 30.98 FEET; THENCE CONTINUE ALONG THE SOUTHERLY LINE OF SAID TRACT L THE FOLLOWING 4 COURSES: N81°28'47"W, 25.19 FEET; THENCE S82°15'02"W, 57.71 FEET; THENCE S55°21'18"W, 80.04 FEET; THENCE N80°18'20"W, 202.07 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 205.00 FEET AND A CENTRAL ANGLE OF 72°27'09"; THENCE WESTERLY ALONG SAID SOUTHERLY LINE AND THE ARC OF SAID CURVE, 258.23 FEET; THENCE S27°18'31"W ALONG SAID SOUTHERLY LINE, 138.82 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 190.00 FEET AND A CENTRAL ANGLE OF 13°30'14"; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE AND THE ARC OF SAID CURVE, 44.78 FEET TO THE SOUTHWEST CORNER OF SAID TRACT L; THENCE DEPART SAID SOUTHERLY LINE N39°14'22"W ALONG THE WESTERLY LINE OF SAID TRACT L, 37.47 FEET; THENCE N03°23'03"W ALONG SAID WESTERLY LINE, 154.20 FEET; THENCE N50°06'12"W ALONG SAID WESTERLY LINE, 51.45 FEET; THENCE N38°53'49"E ALONG SAID WESTERLY LINE, 210.77 FEET TO THE NORTHWEST CORNER OF SAID TRACT L; THENCE S89°26'58"E ALONG THE NORTHERLY LINE OF SAID TRACT L, 5.81 FEET; THENCE N70°45'35"E ALONG SAID NORTHERLY LINE, 134.23 FEET; THENCE N81°52'62"E ALONG SAID NORTHERLY LINE, 72.47 FEET; THENCE DEPART SAID NORTHERLY LINE S18°01'06"E, 167.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.557 ACRES, MORE OR LESS.

GRAND VISTA  
CONDOMINIUMS AT GRAND HAVEN

**REFERENCE:**

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF DESCRIPTION			

SHEET 3 OF 3

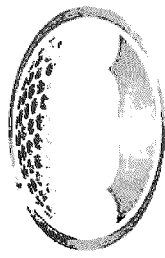
VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: CHIUMENTO SELIS DWYER, P.L.L.C.

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	JANUARY 27, 2018	16-0076		JZ	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATIONS LOCATED					
FINAL IMPROVEMENTS					
RECORDATION					
PROPOSED HOUSE LOCATION					

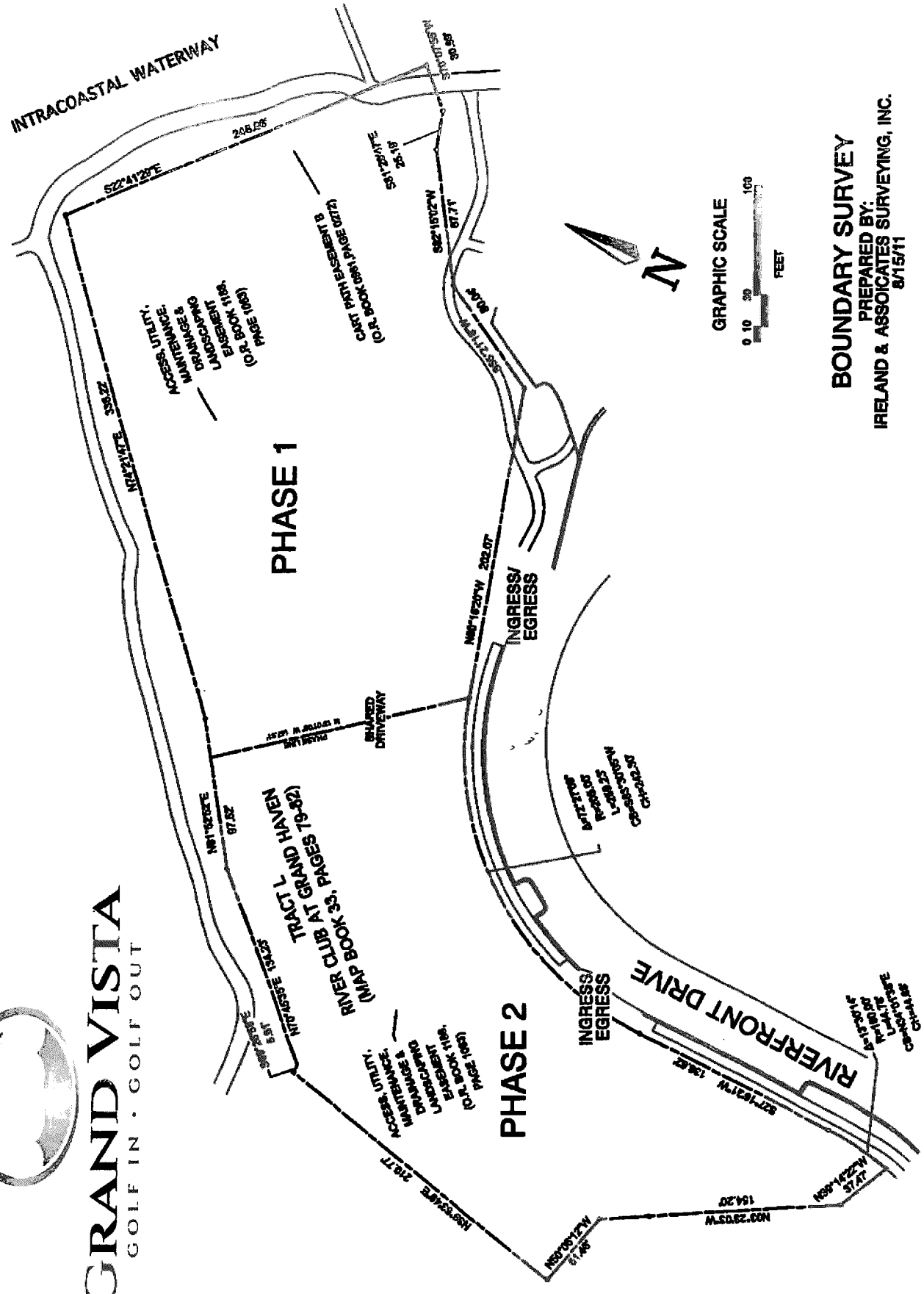
I HEREBY CERTIFY THAT THIS PLAT MEETS THE UNIFORM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 47, F.S., FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4048  
STEVEN T. KRUGER, P.L.S. NO. 4722  
C.O. VAN BREECK JR., P.S.M. NO. 6149  
MICHAEL S. MURPHY, P.S.M. NO. 5208



# GRAND VISTA

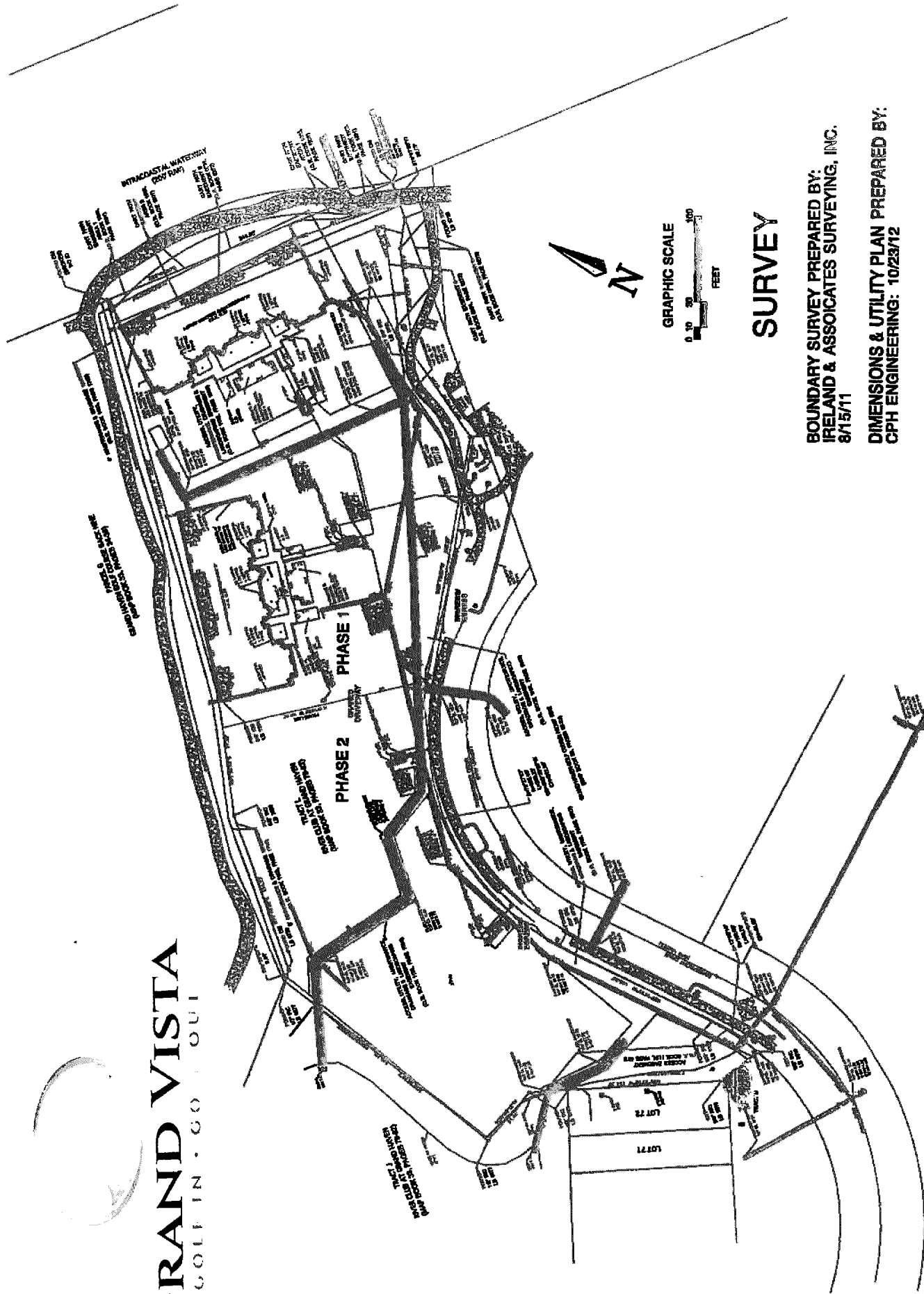
GOLF IN • GOLF OUT



**BOUNDARY SURVEY**  
 PREPARED BY:  
 IRELAND & ASSOCIATES SURVEYING, INC.  
 8/15/11

# GRAND VISTA

GOLF IN - GO - OUT



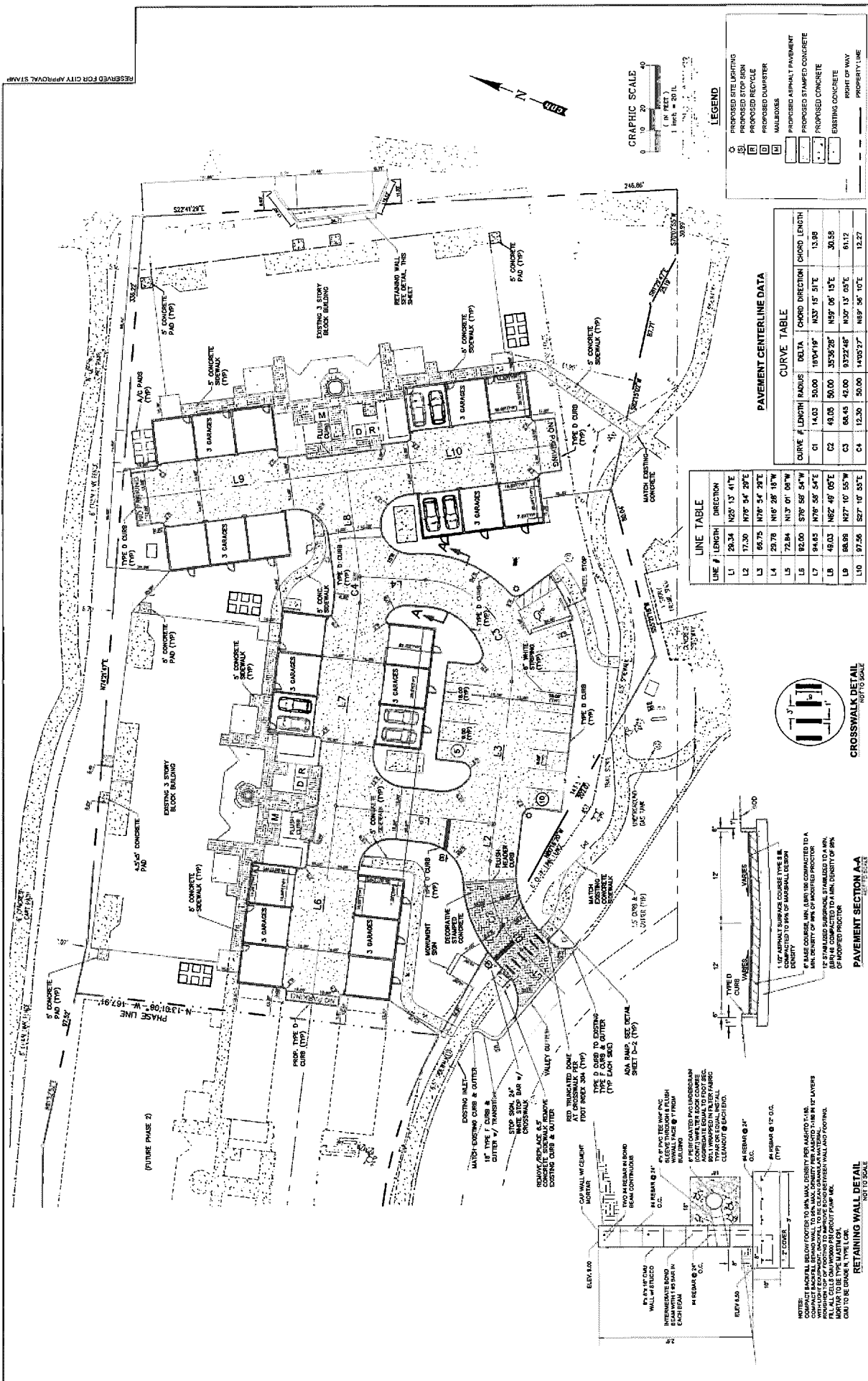
## SURVEY

BOUNDARY SURVEY PREPARED BY:  
 IRELAND & ASSOCIATES SURVEYING, INC.  
 8/15/11

DIMENSIONS & UTILITY PLAN PREPARED BY:  
 CPH ENGINEERING: 10/23/12



RESERVED FOR CITY APPROVAL STAMP



**LEGEND**

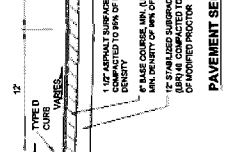
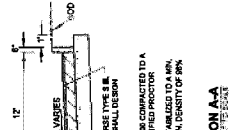
- PROPOSED SITE LIGHTING
- PROPOSED STOP SIGN
- PROPOSED RECYCLE
- PROPOSED DUMPSTER
- MALIBOXES
- PROPOSED ASPHALT PAVEMENT
- PROPOSED STAMPED CONCRETE
- PROPOSED CONCRETE
- EXISTING CONCRETE
- RIGHT OF WAY
- PROPERTY LINE

**PAVEMENT CENTERLINE DATA**

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	14.03	50.00	18°04'19"	N37°15'51"E	13.98
C2	49.05	50.00	35°36'28"	N49°06'15"E	30.59
C3	68.45	42.00	93°22'48"	N30°13'05"E	61.12
C4	12.30	50.00	14°05'27"	N69°56'10"E	12.27

**LINE TABLE**

LINE #	LENGTH	DIRECTION
L1	28.34	N25°13'41"E
L2	17.30	N78°54'29"E
L3	66.75	N78°54'29"E
L4	29.78	N16°26'18"W
L5	72.84	N13°01'08"W
L6	82.00	S78°58'54"W
L7	94.85	N78°58'54"E
L8	49.03	N62°49'05"E
L9	68.69	N27°10'55"W
L10	97.56	S27°10'55"E



**SITE DIMENSION PLAN**

Scale No. **C-2**

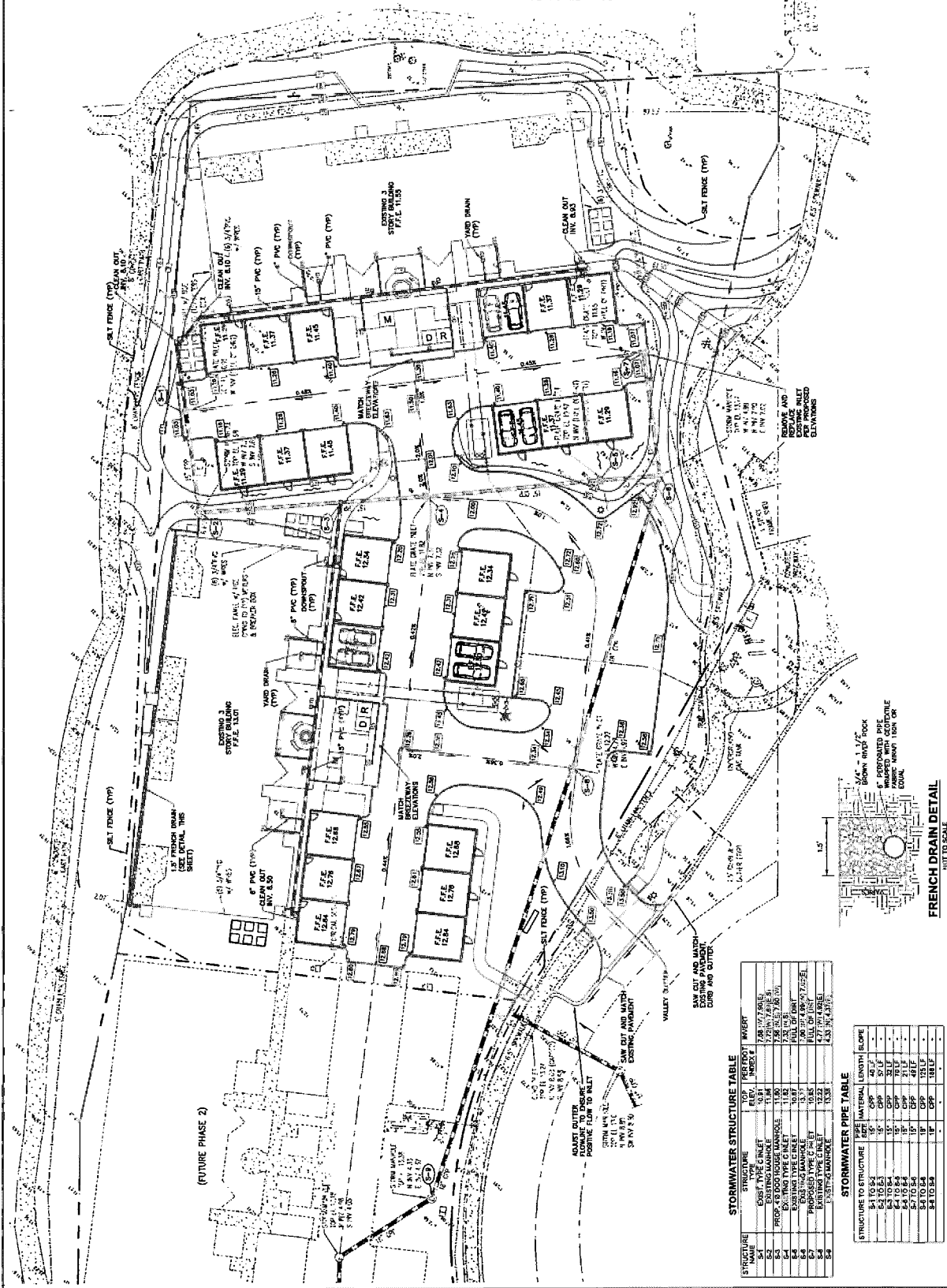
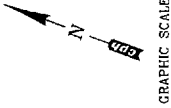
DATE: 05/20/13  
 DRAWN BY: J. B. BROWN  
 CHECKED BY: J. B. BROWN  
 APPROVED BY: J. B. BROWN  
 PROJECT NO.: 2013-001

OWNER: GRAND VISTA CONDOMINIUMS AT GRAND HAVEN  
 1000 GRAND AVENUE, GRAND HAVEN, FL 33434  
 813.937.1234

DESIGNER: GPH  
 2201 W. UNIVERSITY BLVD., SUITE 100, TAMPA, FL 33613  
 813.251.1234

**GRAND VISTA  
CONDOMINIUMS AT GRAND HAVEN**

RESERVED FOR CITY APPROVAL STAMP



**GENERAL NOTES:**

1. ALL FINISH SHALL BE ESTABLISHED IN ACCORDANCE WITH THE PROPOSED DEVELOPMENT TO PROVIDE A PROPER FINISH.
2. EXISTING UTILITIES AND STRUCTURES SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
3. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE PROPOSED DEVELOPMENT TO PROVIDE A PROPER FINISH.
4. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE PROPOSED DEVELOPMENT TO PROVIDE A PROPER FINISH.
5. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE PROPOSED DEVELOPMENT TO PROVIDE A PROPER FINISH.
6. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE PROPOSED DEVELOPMENT TO PROVIDE A PROPER FINISH.
7. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE PROPOSED DEVELOPMENT TO PROVIDE A PROPER FINISH.
8. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE PROPOSED DEVELOPMENT TO PROVIDE A PROPER FINISH.
9. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE PROPOSED DEVELOPMENT TO PROVIDE A PROPER FINISH.
10. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE PROPOSED DEVELOPMENT TO PROVIDE A PROPER FINISH.

**LEGEND**

- PROPOSED STORM PIPE
- PROPOSED DOWN SPOUT
- PROPOSED YARD DRAIN
- YARD FLOW DIRECTION
- ASPHALT FLOW DIRECTION
- PROPOSED STRUCTURE
- PROJ. SPOT ELEVATION
- EXISTING SPOT ELEVATION
- PROPOSED CONTOUR

Sheet No. **C-3**

**SITE GRADING PLAN**

APRIL 15, 2010

APRIL 15, 2010

APRIL 15, 2010

APRIL 15, 2010

APRIL 15, 2010

APRIL 15, 2010

APRIL 15, 2010

APRIL 15, 2010

APRIL 15, 2010

APRIL 15, 2010

APRIL 15, 2010

APRIL 15, 2010

APRIL 15, 2010

APRIL 15, 2010

**GRAND VISTA  
CONDOMINIUMS AT GRAND HAVEN**

**STORMWATER STRUCTURE TABLE**

STRUCTURE NAME	STRUCTURE TYPE	TOP OF STRUCTURE (ELEV.)	PER FOOT	WARRANT
S-1	EXISTING TYPE C/INLET	11.10	1.00	7.00 (27.00)
S-2	EXISTING TYPE C/INLET	11.10	1.00	7.00 (27.00)
S-3	PROPOSED TYPE C/INLET	11.10	1.00	7.00 (27.00)
S-4	EXISTING TYPE C/INLET	11.10	1.00	7.00 (27.00)
S-5	EXISTING TYPE C/INLET	11.10	1.00	7.00 (27.00)
S-6	EXISTING TYPE C/INLET	11.10	1.00	7.00 (27.00)
S-7	EXISTING TYPE C/INLET	11.10	1.00	7.00 (27.00)
S-8	EXISTING TYPE C/INLET	11.10	1.00	7.00 (27.00)
S-9	EXISTING TYPE C/INLET	11.10	1.00	7.00 (27.00)
S-10	EXISTING TYPE C/INLET	11.10	1.00	7.00 (27.00)

**STORMWATER PIPE TABLE**

STRUCTURE TO STRUCTURE	PIPE MATERIAL	LENGTH (FOOT)	SLOPE
S-1 TO S-2	18" CRP	40.0	0.01
S-2 TO S-3	18" CRP	50.0	0.01
S-3 TO S-4	18" CRP	70.0	0.01
S-4 TO S-5	18" CRP	71.0	0.01
S-5 TO S-6	18" CRP	71.0	0.01
S-6 TO S-7	18" CRP	71.0	0.01
S-7 TO S-8	18" CRP	71.0	0.01
S-8 TO S-9	18" CRP	71.0	0.01
S-9 TO S-10	18" CRP	71.0	0.01



**FRENCH DRAIN DETAIL**  
NOT TO SCALE

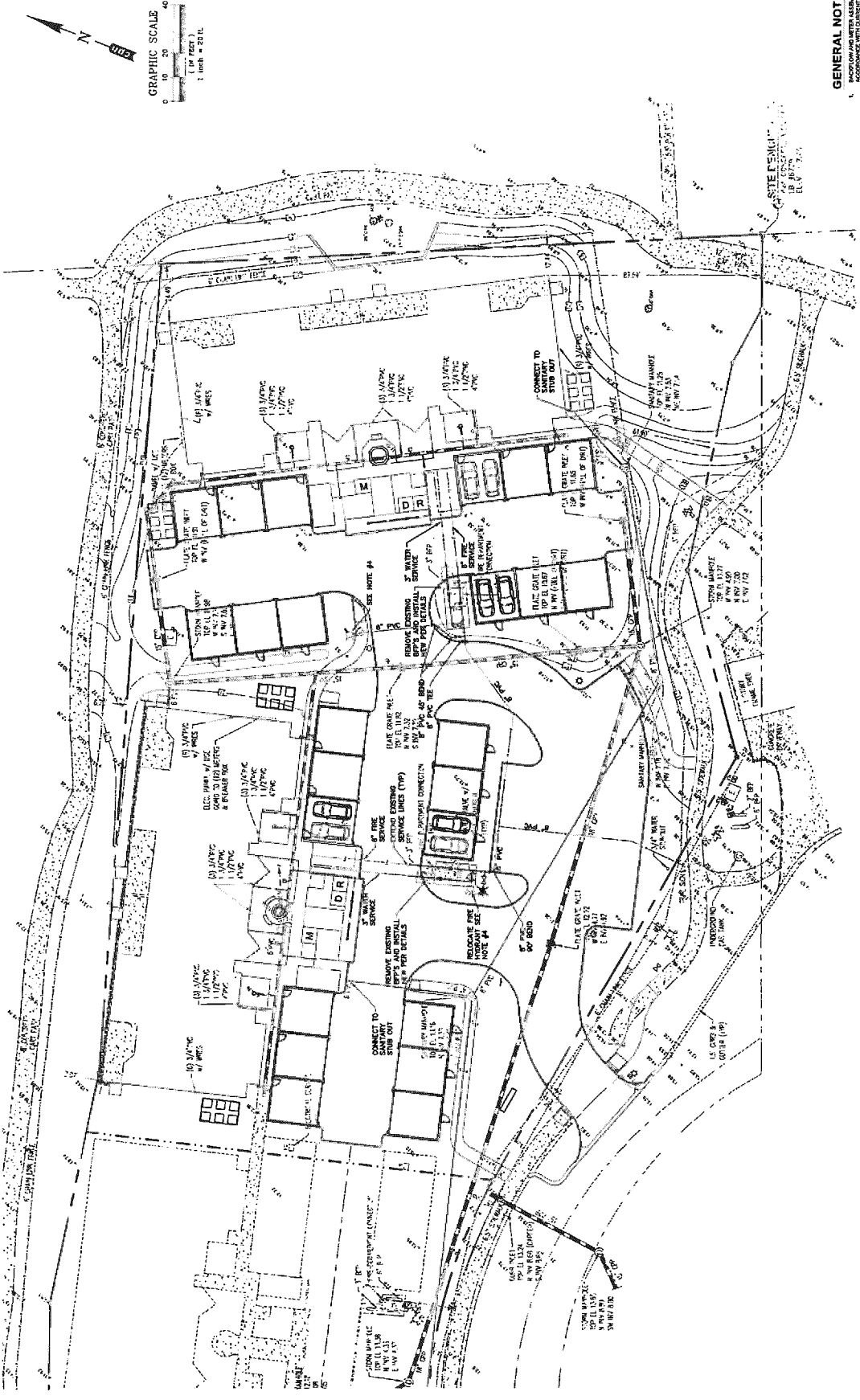
APRIL 15, 2010

APRIL 15, 2010

APRIL 15, 2010

APRIL 15, 2010

RESERVED FOR CITY APPROVAL STAMP

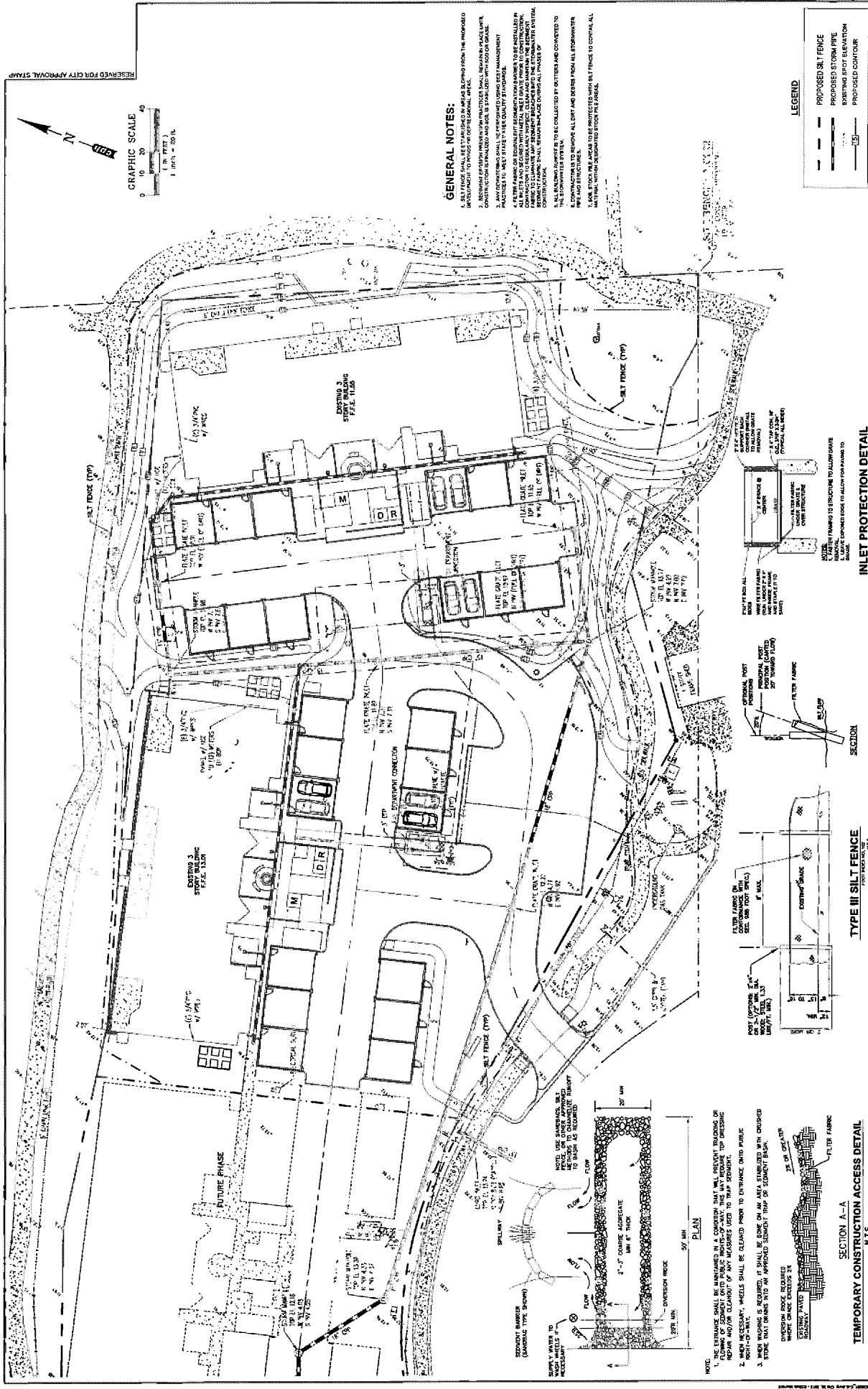


- GENERAL NOTES:**
1. EXISTING UTILITIES ARE TO BE PROTECTED AND REPAIRED IN ACCORDANCE WITH CURRENT CITY OF PALM BEACH ORDINANCES.
  2. ALL EXISTING UTILITIES ARE TO BE CLEANED, WIDENED AND TESTED. ANY DEFECTS ARE TO BE REPAIRED TO THE CITY STANDARDS.
  3. WATER MAINS ARE TO BE PRESURE TESTED AND RECHARACTERIZED. PROTECTIVE MEASURES TO BE TAKEN TO PREVENT FURTHER FRACTURING, CLEANING AND REPAIRS TO BE MADE AS NECESSARY.
  4. ALL UTILITIES SHALL BE LOCATED UNDERGROUND.

		<b>Paul Rendon A.E. &amp; P.A.</b> 1111 E. Palm Beach Blvd. Suite 100 West Palm Beach, FL 33411 (561) 833-1111 <a href="http://www.paulrendon.com">www.paulrendon.com</a>		Drawing No. <b>15060013</b> Date: <b>1/27/2013</b> Scale: <b>1"=20'</b>	Project No. <b>15060013</b> Client: <b>GRAND VISTA PALM BEACH CONDOMINIUMS</b> Location: <b>Palm Beach, Florida</b>	Sheet No. <b>C-4</b>
Date: <b>1/27/2013</b> Drawn By: <b>JK</b> Checked By: <b>JK</b> Approved By: <b>JK</b> Scale: <b>1"=20'</b>	Project No. <b>15060013</b> Client: <b>GRAND VISTA PALM BEACH CONDOMINIUMS</b> Location: <b>Palm Beach, Florida</b>	Drawing No. <b>15060013</b> Date: <b>1/27/2013</b> Scale: <b>1"=20'</b>	Project No. <b>15060013</b> Client: <b>GRAND VISTA PALM BEACH CONDOMINIUMS</b> Location: <b>Palm Beach, Florida</b>	Sheet No. <b>C-4</b>	Project No. <b>15060013</b> Client: <b>GRAND VISTA PALM BEACH CONDOMINIUMS</b> Location: <b>Palm Beach, Florida</b>	

**GRAND VISTA  
CONDOMINIUMS AT GRAND HAVEN**



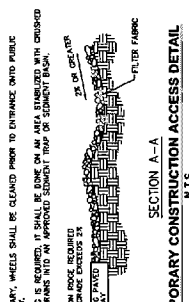
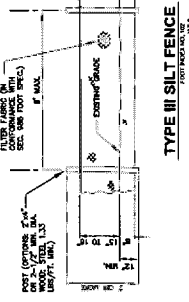
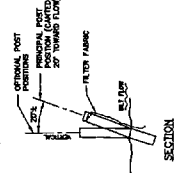
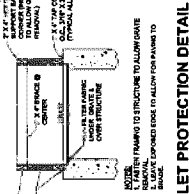


**GENERAL NOTES:**

- SILT FENCE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PROPOSED EROSION CONTROL PLAN AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
- SEDIMENTATION BASINS SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE PROPOSED EROSION CONTROL PLAN.
- CONSTRUCTION SHALL BE CONDUCTED IN ACCORDANCE WITH THE PROPOSED EROSION CONTROL PLAN AND THE QUALITY STANDARDS.
- EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THE PROPOSED EROSION CONTROL PLAN AND THE QUALITY STANDARDS.
- CONSTRUCTION SHALL BE CONDUCTED IN ACCORDANCE WITH THE PROPOSED EROSION CONTROL PLAN AND THE QUALITY STANDARDS.
- CONSTRUCTION SHALL BE CONDUCTED IN ACCORDANCE WITH THE PROPOSED EROSION CONTROL PLAN AND THE QUALITY STANDARDS.
- CONSTRUCTION SHALL BE CONDUCTED IN ACCORDANCE WITH THE PROPOSED EROSION CONTROL PLAN AND THE QUALITY STANDARDS.
- CONSTRUCTION SHALL BE CONDUCTED IN ACCORDANCE WITH THE PROPOSED EROSION CONTROL PLAN AND THE QUALITY STANDARDS.
- CONSTRUCTION SHALL BE CONDUCTED IN ACCORDANCE WITH THE PROPOSED EROSION CONTROL PLAN AND THE QUALITY STANDARDS.
- CONSTRUCTION SHALL BE CONDUCTED IN ACCORDANCE WITH THE PROPOSED EROSION CONTROL PLAN AND THE QUALITY STANDARDS.

**LEGEND**

- PROPOSED SILT FENCE
- PROPOSED STORM PIPE
- EXISTING SPOT ELEVATION
- PROPOSED CONTOUR



**EROSION AND SEDIMENTATION CONTROL PLAN**

Sheet No. **C-5**

JACOBS CONSULTANTS  
1000 N. W. 10th Street  
Fort Lauderdale, FL 33304

**gpn**  
Geotechnical & Environmental Engineering  
1000 N. W. 10th Street  
Fort Lauderdale, FL 33304

**PROJECT INFORMATION**

Project Name: GRAND VISTA CONDOMINIUMS AT GRAND HAVEN  
Location: GRAND HAVEN, FLORIDA  
Client: G.P. HOLDINGS, LLC  
Date: 11/20/2013

**DESIGNER INFORMATION**

Design Firm: G.P. HOLDINGS, LLC  
Project No.: 130013  
Date: 11/20/2013

**APPROVALS**

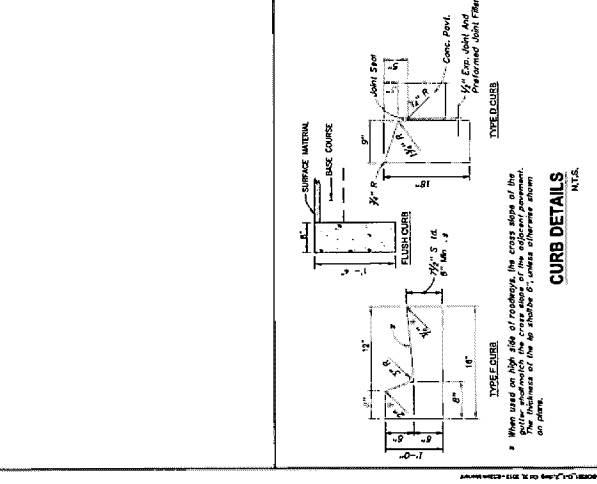
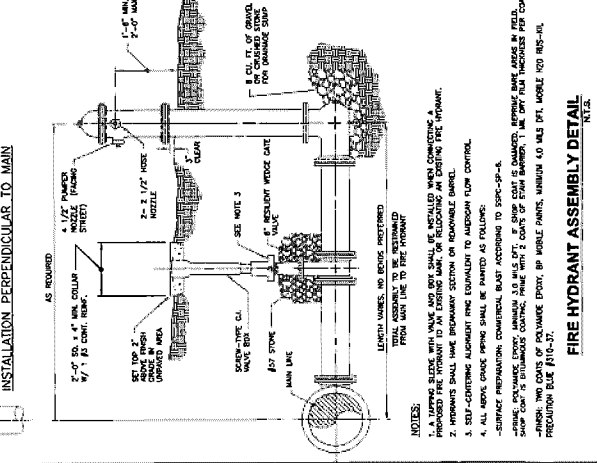
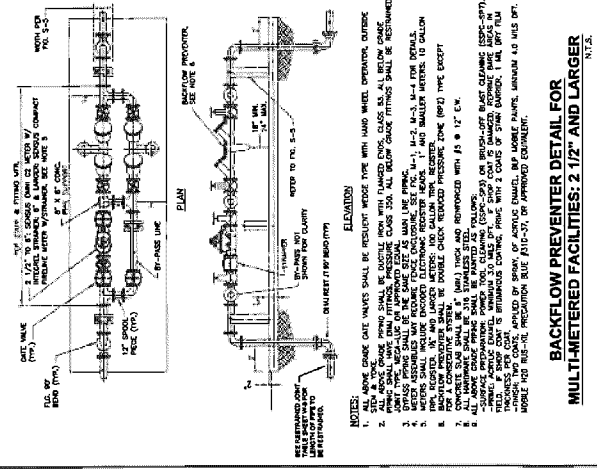
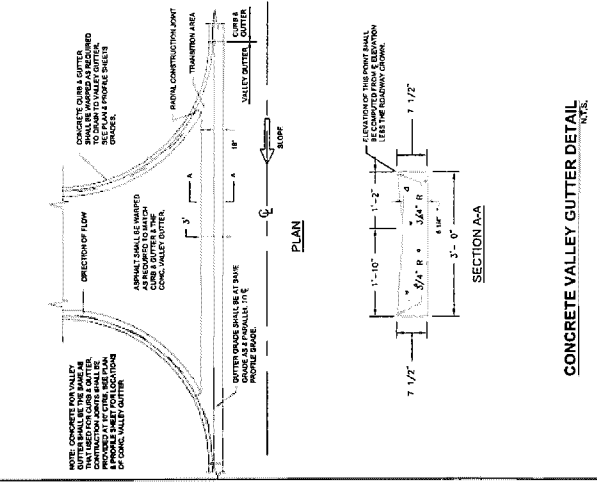
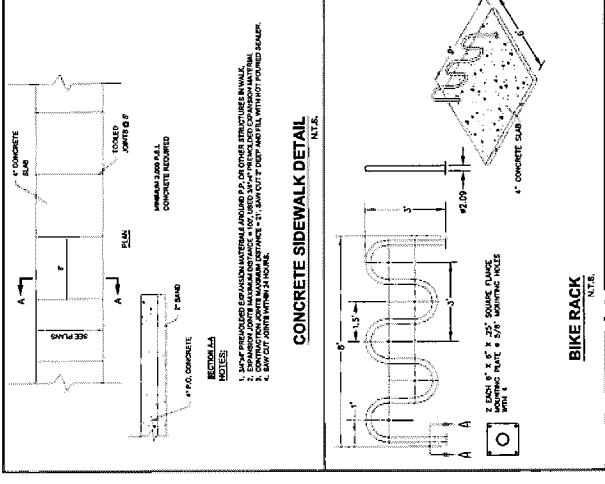
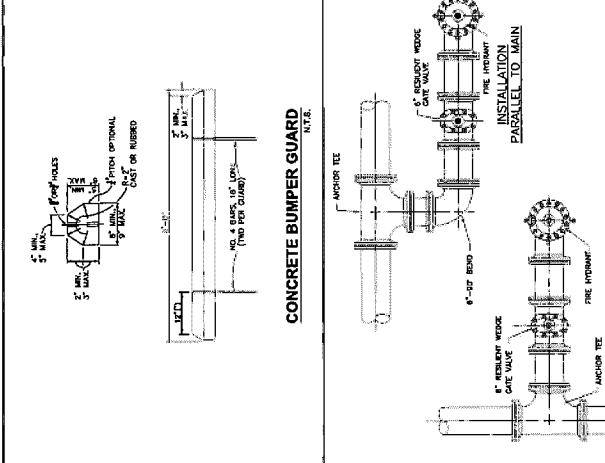
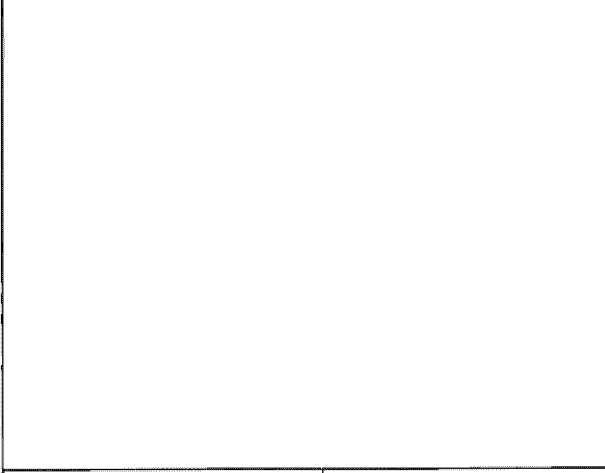
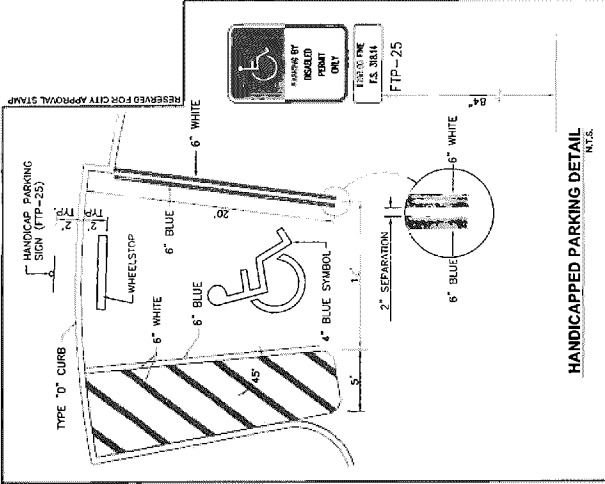
Prepared By: [Signature]  
Checked By: [Signature]  
Approved By: [Signature]

**REVISIONS**

No.	Date	Description
1	11/20/2013	ISSUED FOR PERMIT

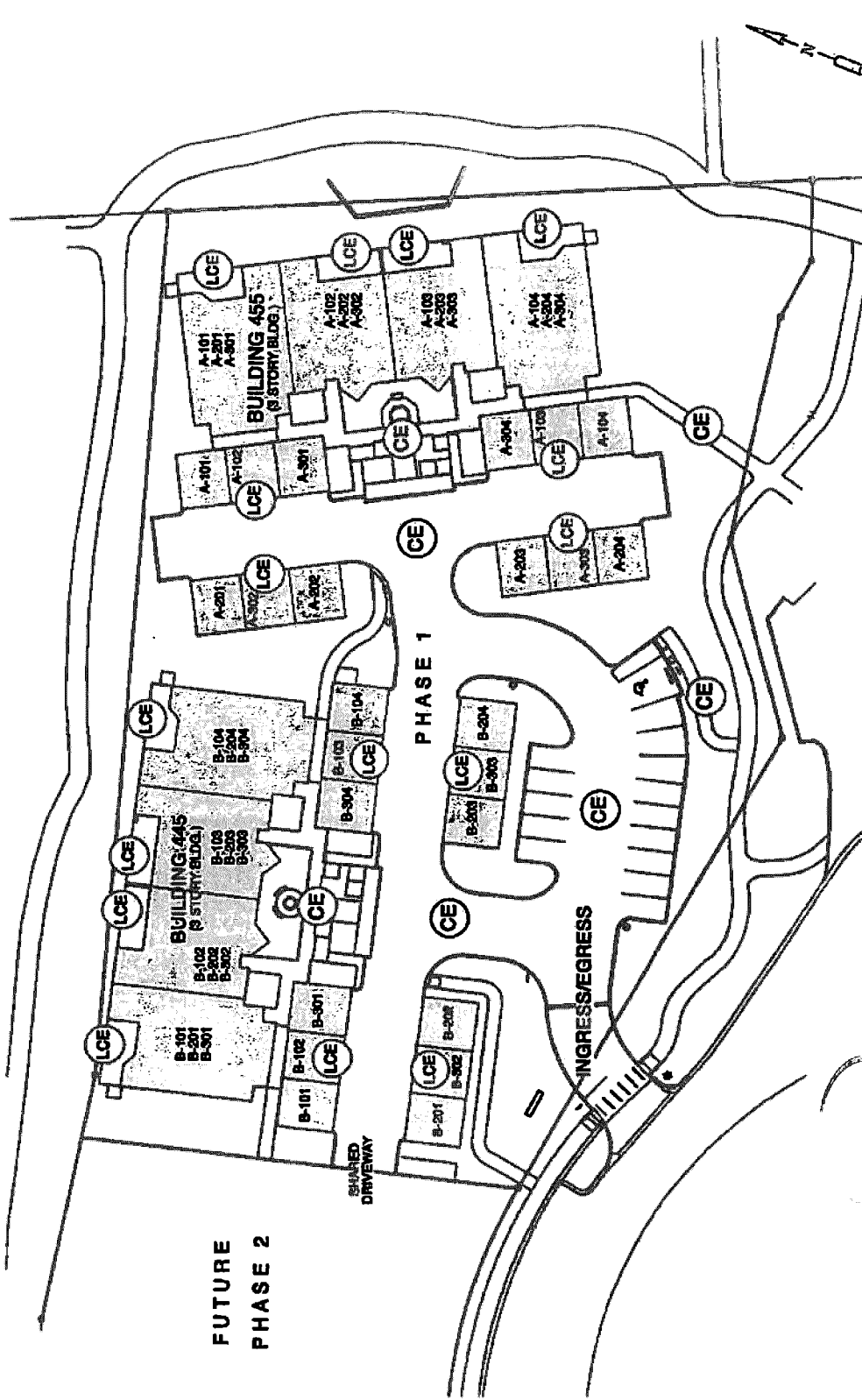
**GRAND VISTA  
CONDOMINIUMS AT GRAND HAVEN**





Sheet No. <b>D-2</b>	GENERAL DETAILS	JENNIFER R. LEONARD, PROJECT MANAGER
<b>CONDOMINIUMS AT GRAND HAVEN</b> Palm Beach, Florida		
DATE: 10/20/2013	BY: [Signature]	APPROVED: [Signature]
CHECKED BY: [Signature]	DATE: 10/20/2013	PROJECT: [Signature]
SCALE: AS NOTED	PROJ. NO. 10131	DATE: 10/20/2013
CONTRACTOR: [Signature]	OWNER: [Signature]	DESIGNER: [Signature]
ARCHITECT: [Signature]	ENGINEER: [Signature]	LANDSCAPE ARCHITECT: [Signature]
MECHANICAL ENGINEER: [Signature]	ELECTRICAL ENGINEER: [Signature]	PLUMBING ENGINEER: [Signature]
CIVIL ENGINEER: [Signature]	ENVIRONMENTAL ENGINEER: [Signature]	SOILS ENGINEER: [Signature]
GEOTECHNICAL ENGINEER: [Signature]	TRAVEL ENGINEER: [Signature]	AVIATION ENGINEER: [Signature]
<b>Grand Haven</b> 5000 Grand Haven Blvd., Grand Haven, MI 49431		

**GRAND VISTA CONDOMINIUMS AT GRAND HAVEN**



**FUTURE  
PHASE 2**

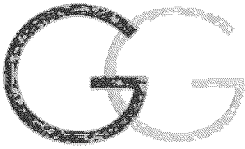
**GRAND VISTA**  
G O V I S T A

**PHASE 1  
PLOT PLAN**

**GRAND VISTA  
CONDOMINIUMS AT GRAND HAVEN**

**PREPARED BY:  
DSI DESIGN SERVICES INC.**

**NOVEMBER 16, 2015**



**GLAVAN GROUP**

92 HANFORD STREET  
COLUMBUS, OHIO 43206  
TEL. 614.205.4060  
WWW.GLAVANGROUP.COM

September 18, 2023

Vista Par Condominiums @ Grand Haven  
455 Riverfront Drive  
Palm Coast, Florida 32137

RE: DRAWING CERTIFICATION

THIS CERTIFICATION MADE THIS 18<sup>TH</sup> DAY OF SEPTEMBER, 2023, IS MADE PURSUANT TO THE PROVISIONS OF SECTION 718.104 (4)(E) OF THE FLORIDA STATUTES, AS AMENDED, AND IS A CERTIFICATION THAT THE DRAWING SET, BLDG A, 455 RIVERFRONT DR. (INCLUDING ALL REVISIONS), PERMIT #2022080475, 11/15/2022, ARE AN ACCURATE REPRESENTATION OF THE BUILDINGS AND IMPROVEMENTS DESCRIBED AND ILLUSTRATED THEREON: AND THAT THE CONSTRUCTION AND IMPROVEMENTS ARE SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF GRAND VISTA PC CONDOMINIUM ASSOCIATION, INC., A CONDOMINIUM, DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE BUILDINGS AND IMPROVEMENTS AND THAT IDENTIFICATION, LOCATIONS AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH HOME CAN BE DETERMINED FROM THESE MATERIALS.

Glavan Group, LLC  
Jeffrey Louis Glavan  
Registered Architect #AR0010361  
State of Florida



**OVERALL BUILDING  
AREA TABULATION**

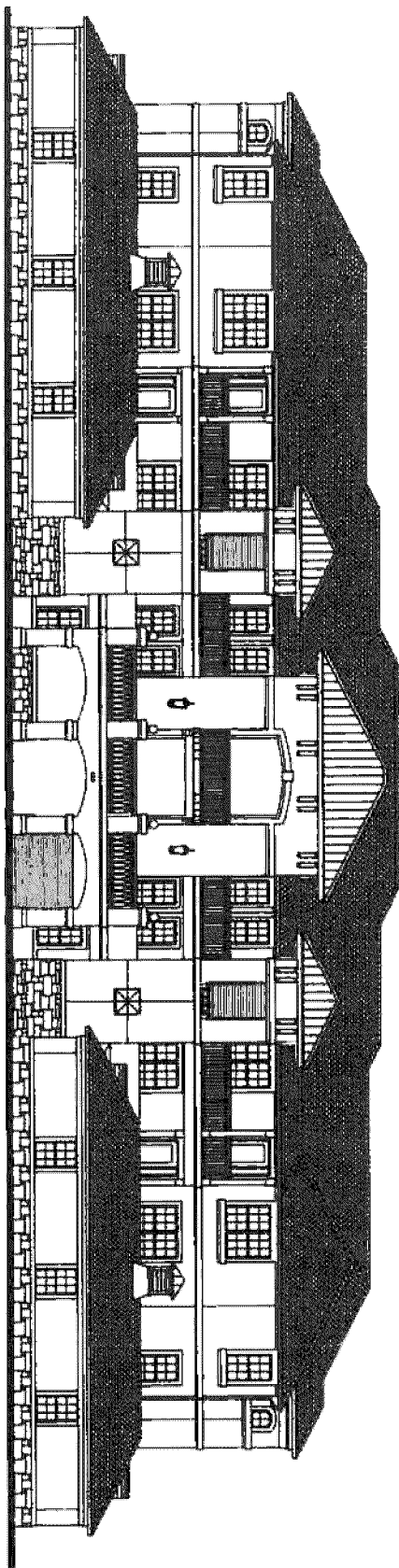
LIVING AREA	7,873 SF
LANAI	1,029 SF
BREEZE WAY	861 SF
ELEV. CORE	367 SF
STAIRS	336 SF
<b>TOTAL</b>	<b>10,466 SF</b>



**BUILDING 455**  
(Building A)

**GRAND VISTA**  
GOLF IN • GOLF OUT

NOT TO SCALE



**FRONT BUILDING ELEVATION**

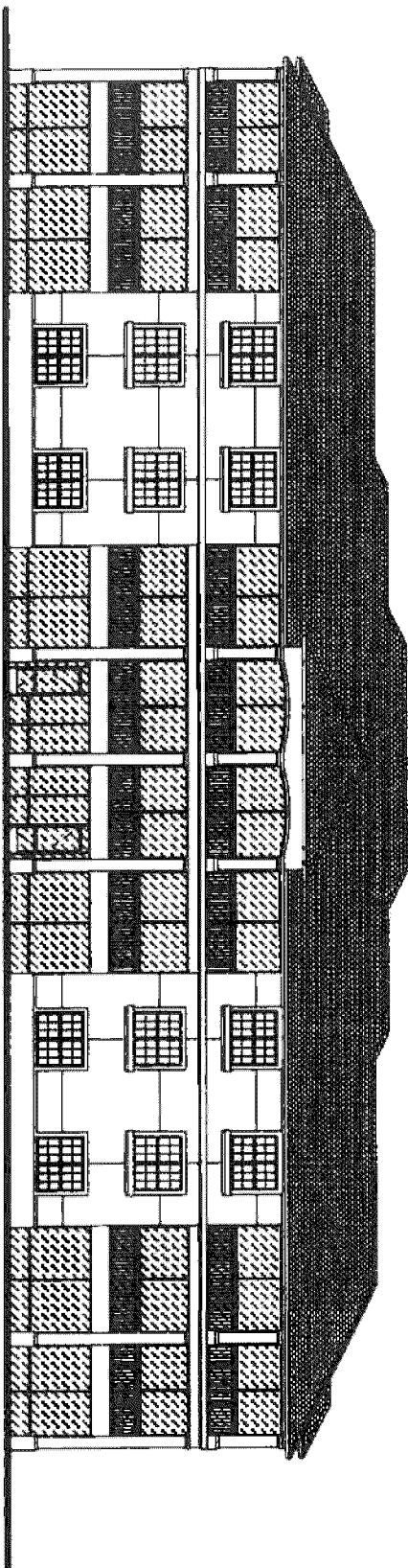
TOP OF ROOF  
ELEV. 44'-4 3/4" +/-

ROOF BEARING  
ELEVATION 31'-8"

3RD FINISH FLOOR  
ELEV. 21'-8"

2ND FINISH FLOOR  
ELEV. 10'-10"

1ST FINISH FLOOR  
ELEVATION 0'-0"  
(DATUM)



**REAR BUILDING ELEVATION**

TOP OF ROOF  
ELEV. 44'-4 3/4" +/-

ROOF BEARING  
ELEVATION 31'-8"

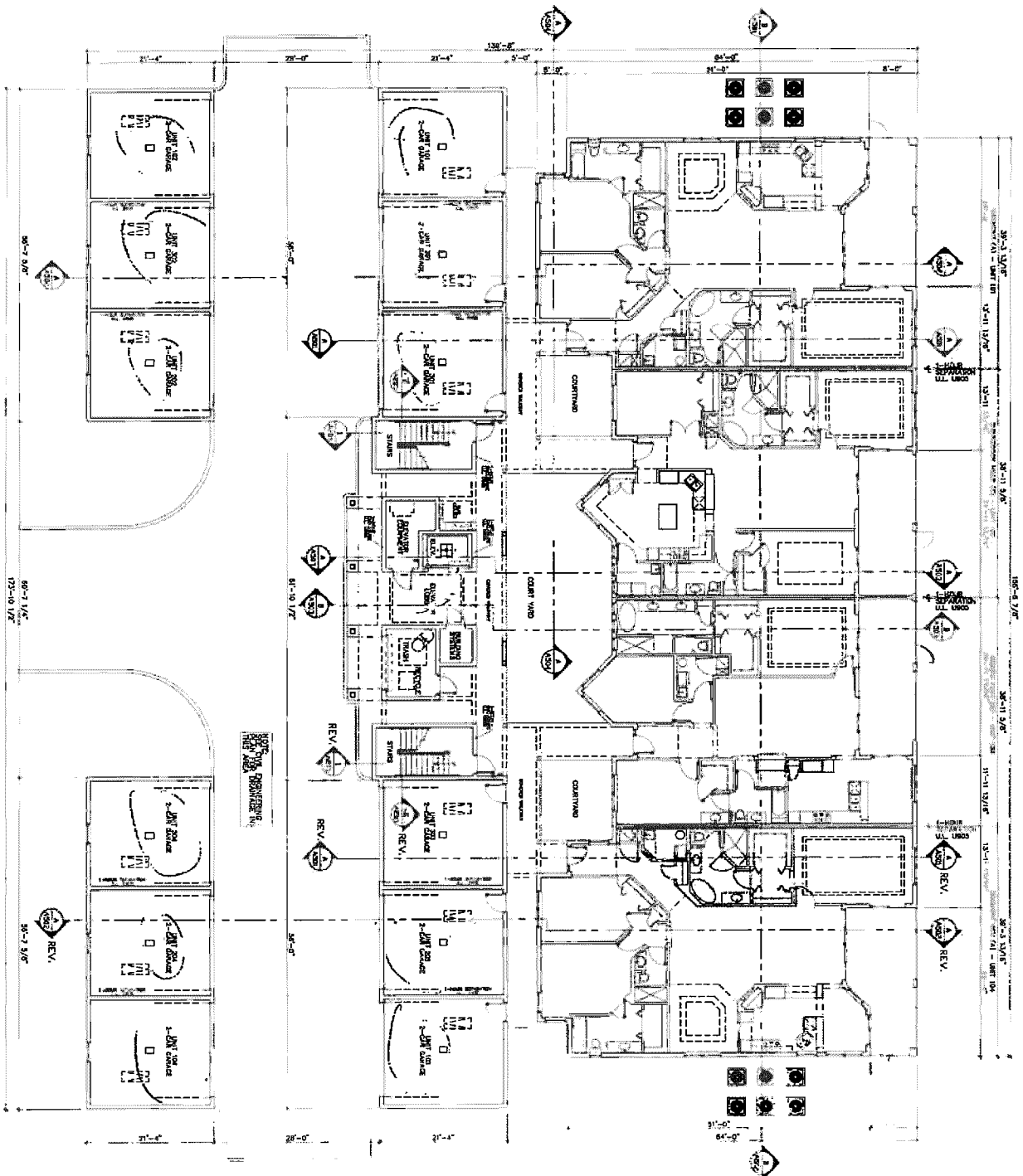
3RD FINISH FLOOR  
ELEV. 21'-8"

2ND FINISH FLOOR  
ELEV. 10'-10"

1ST FINISH FLOOR  
ELEVATION 0'-0"  
(DATUM)

<b>OVERALL BUILDING AREA TABULATION</b>	
LAND AREA	2837 SF
LAWN	1088 SF
DRIVEWAY	561 SF
STAIRS	236 SF
TOTAL	2022 SF
<b>AREA TABULATION (AMOUNT)</b>	
LAND AREA	2837 SF
LAWN	1088 SF
UNIT TOTAL	2080 SF
<b>AREA TABULATION (AMOUNT PER UNIT)</b>	
LAND AREA	2107 SF
LAWN	781 SF
UNIT TOTAL	2080 SF
<b>AREA TABULATION (PERCENTAGE)</b>	
LAND AREA	120.15%
LAWN	24.85%
UNIT TOTAL	100.00%
<b>AREA TABULATION (ADJUSTED)</b>	
LAND AREA	1246 SF
LAWN	281 SF
UNIT TOTAL	2021 SF

OVERALL BUILDING FIRST LEVEL FLOOR PLAN



NOTES:

DATE: 07-14-2023  
ISSUED FOR:



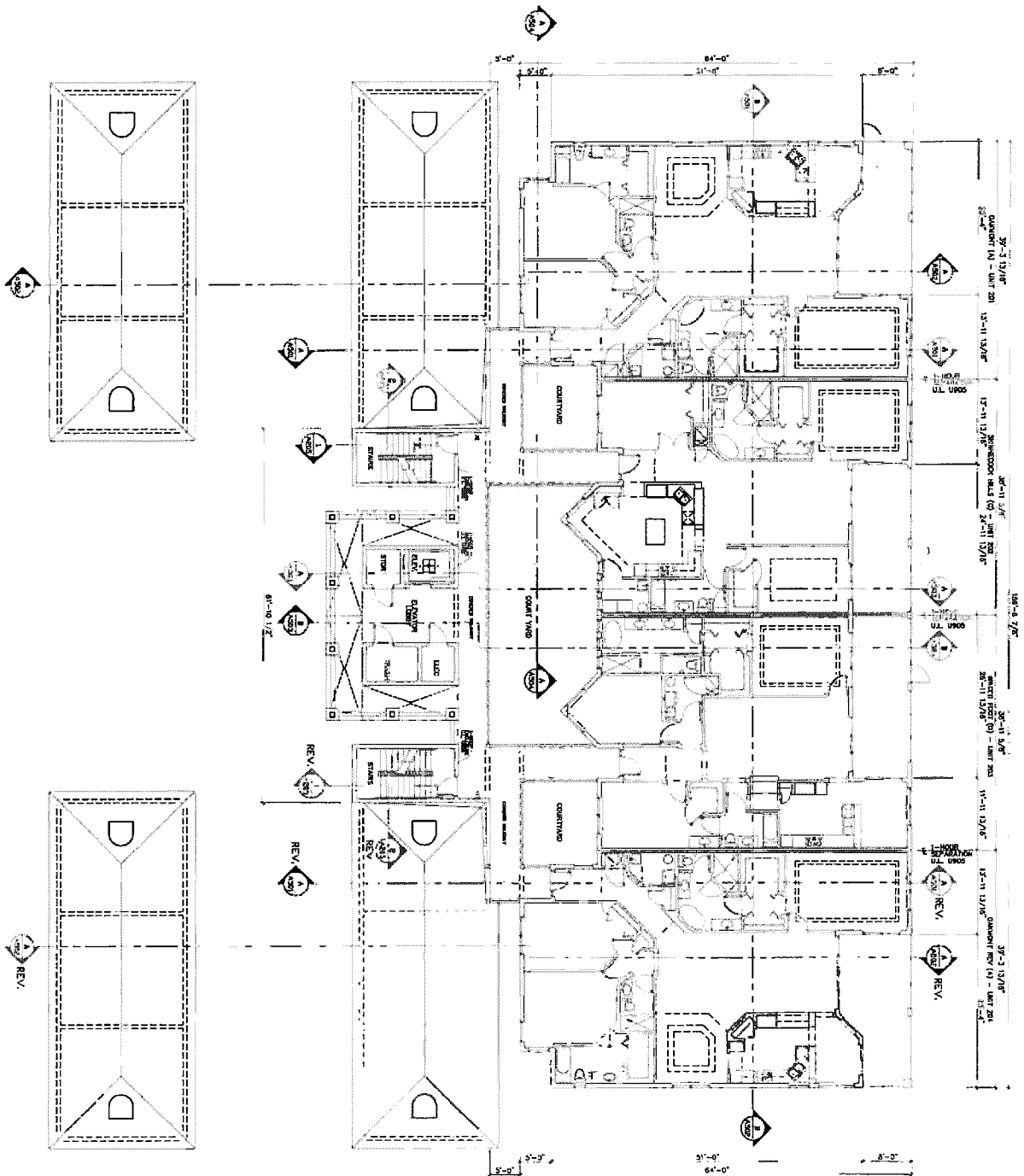
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99 MARLBOROUGH STREET  
COLUMBUS, OHIO 43260  
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**GRAND VISTA CONDOMINIUMS @ GRAND HAVEN**  
455 RIVERFRONT DR  
PALM COAST, FLORIDA 32137

SHEET NO: 101  
OVERALL BUILDING FIRST LEVEL FLOOR PLAN  
**A101**

<b>OVERALL BUILDING AREA TABULATION</b>	
LAND AREA	3,275 SF
CONCRETE	3,075 SF
REINFORCING	150 SF
STAIRS	200 SF
TOTAL	3,475 SF
<b>AREA TABULATION (A)</b>	
LAND AREA	3,275 SF
CONCRETE	3,075 SF
REINFORCING	150 SF
STAIRS	200 SF
TOTAL	3,475 SF
<b>AREA TABULATION (B)</b>	
LAND AREA	3,275 SF
CONCRETE	3,075 SF
REINFORCING	150 SF
STAIRS	200 SF
TOTAL	3,475 SF

OVERALL BUILDING SECOND LEVEL FLOOR PLAN



NOTES:

DATE: 01/14/2022  
 ISSUED NO: 01/14/2022



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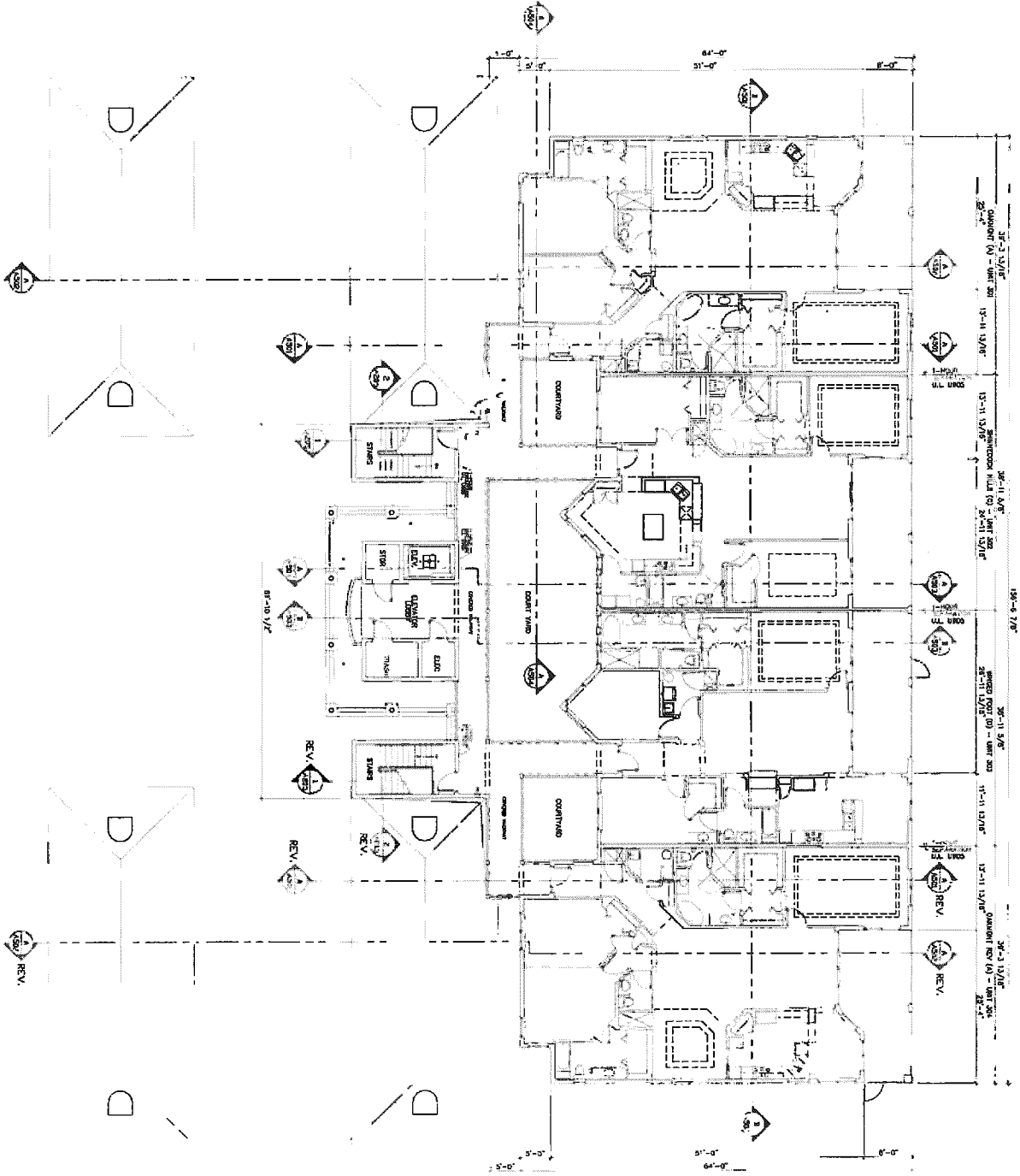
**GRAND VISTA CONDOMINIUMS @ GRAND HAVEN**  
 455 RIVERFRONT DR  
 PALM COAST, FLORIDA 32137

SHEET INFORMATION  
 OVERALL BUILDING  
 SECOND LEVEL  
 FLOOR PLAN  
**A102**



OVERALL BUILDING	
AREA TABULATION	
UNIT AREA	2,450 SF
LAND AREA	2,450 SF
RECEIVED	2,450 SF
RECEIVED	2,450 SF
RECEIVED	2,450 SF
TOTAL	10,400 SF
AREA TABULATION	
UNIT AREA	2,450 SF
LAND AREA	2,450 SF
RECEIVED	2,450 SF
RECEIVED	2,450 SF
RECEIVED	2,450 SF
TOTAL	10,400 SF
AREA TABULATION	
UNIT AREA	2,450 SF
LAND AREA	2,450 SF
RECEIVED	2,450 SF
RECEIVED	2,450 SF
RECEIVED	2,450 SF
TOTAL	10,400 SF

OVERALL BUILDING THIRD LEVEL FLOOR PLAN



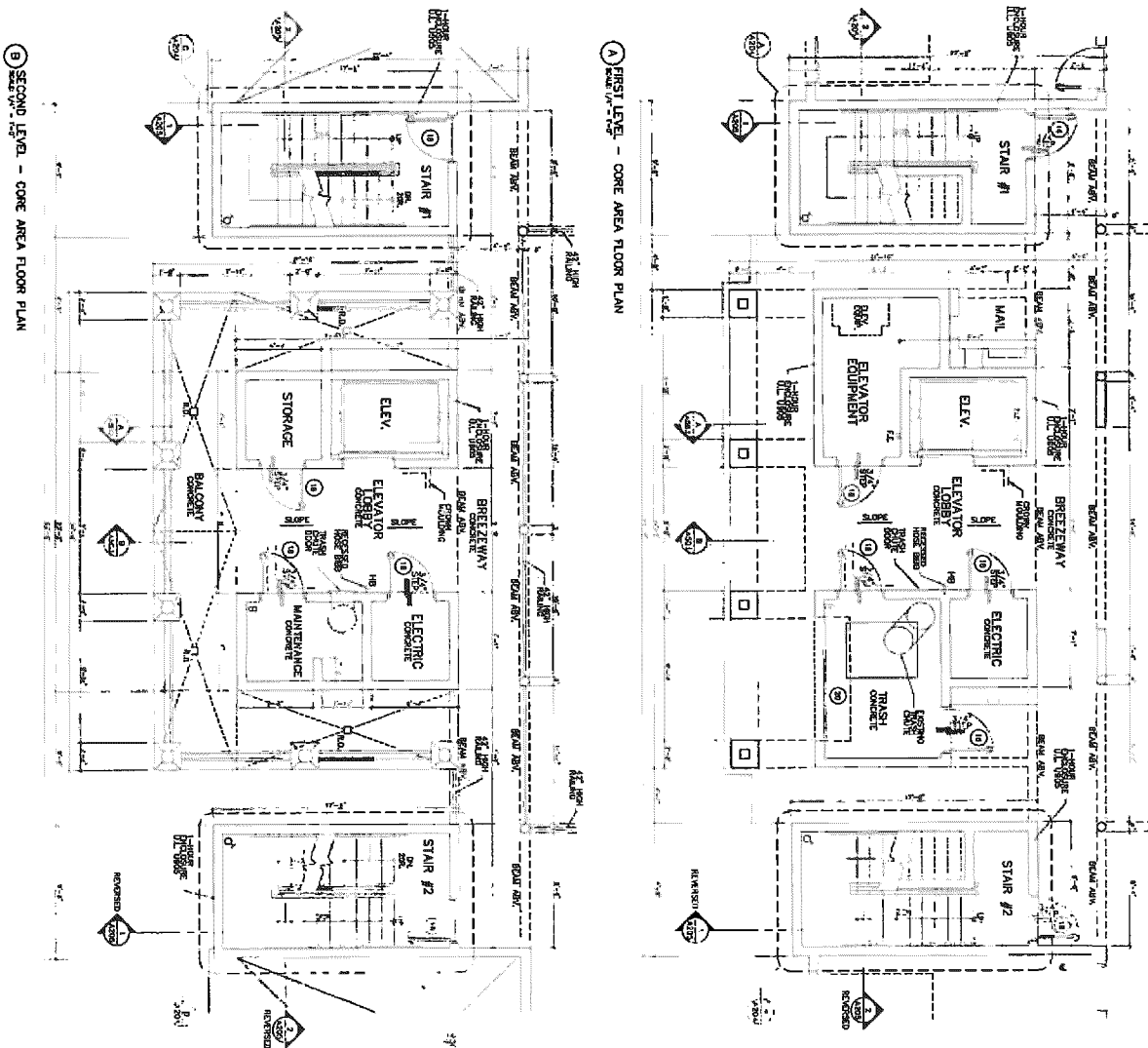
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 455 RIVERFRONT DR  
 PALM COAST, FLORIDA 32137

ARCHITECT: [REDACTED]  
 OVERALL BUILDING THIRD LEVEL FLOOR PLAN  
**A103**



**B SECOND LEVEL - CORE AREA FLOOR PLAN**

**A FIRST LEVEL - CORE AREA FLOOR PLAN**

NOTES:

DATE: 02/14/2022  
 LISTED FOR:

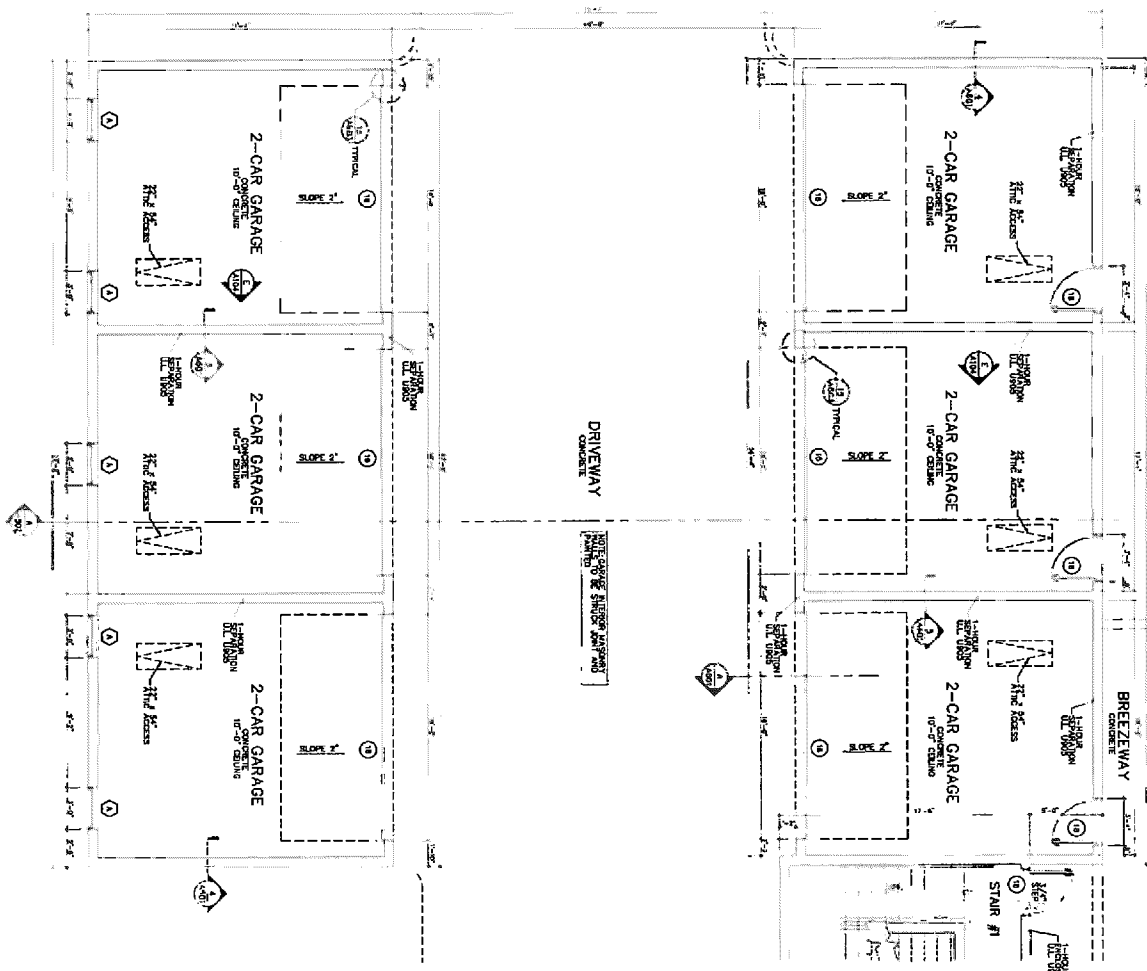


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 465 RIVERFRONT DR  
 PALM COAST, FLORIDA 32137

SHEET INFORMATION:  
 FIRST AND SECOND  
 CORE AREA FLOOR PLAN  
**A201**

Ⓐ FLOOR PLAN - GARAGES



NOTES:

DATE: 07/14/2022  
 DRAWING NO.:



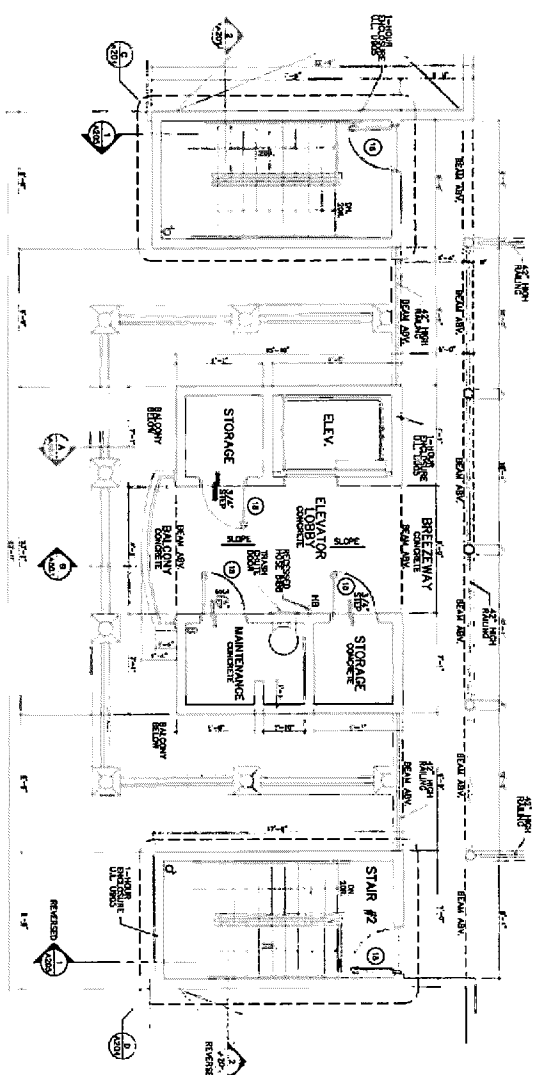
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**GRAND VISTA  
 CONDOMINIUMS  
 @ GRAND HAVEN**  
 465 RIVERFRONT DR  
 PALM COAST, FLORIDA 32137

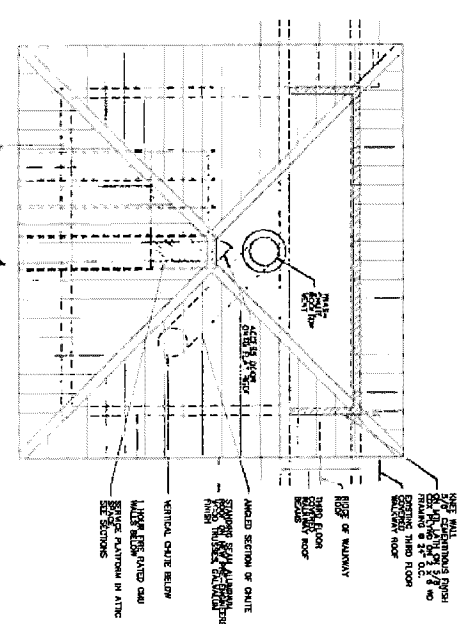
SHEET INFORMATION:

FLOOR PLAN

A203



A THIRD LEVEL - CORE AREA FLOOR PLAN



B ROOF PLAN - CORE AREA FLOOR PLAN

NOTES:

DATE: 07/14/2022  
 ISSUED FOR:

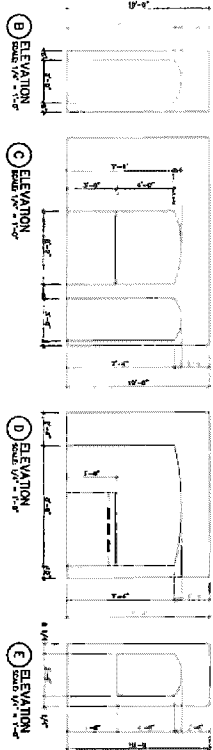
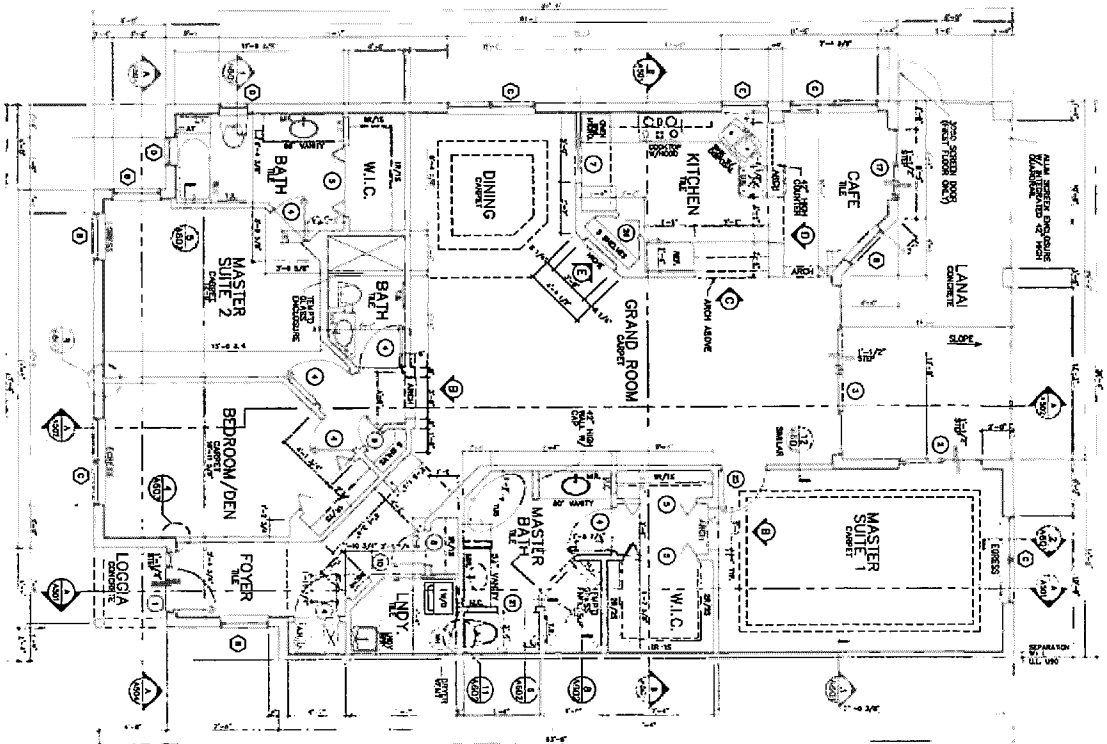


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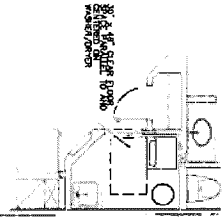
**GRAND VISTA  
 CONDOMINIUMS  
 @ GRAND HAVEN**  
 455 RIVERFRONT DR  
 PALM COAST, FLORIDA 32137

SHEET INFORMATION:  
 THIRD LEVEL  
 CORE AREA FLOOR PLAN  
**A202**

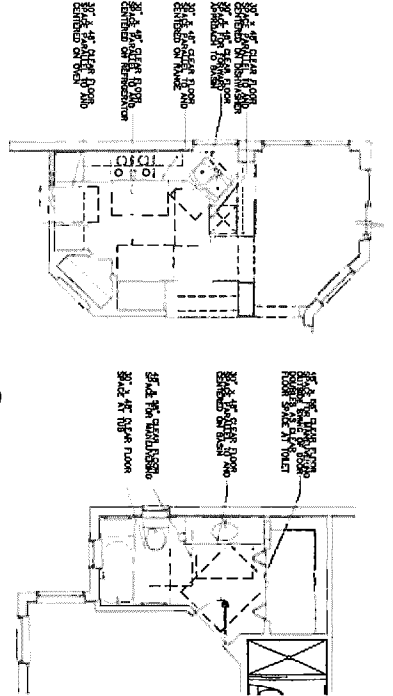
# Oakmont Floor Plan Units 101, 201, 301



① E.H.A. COMPLAINT KITCHEN



③ E.H.A. COMPLAINT BATH



NOTES:

DATE: 07/14/2022  
ISSUED FOR:



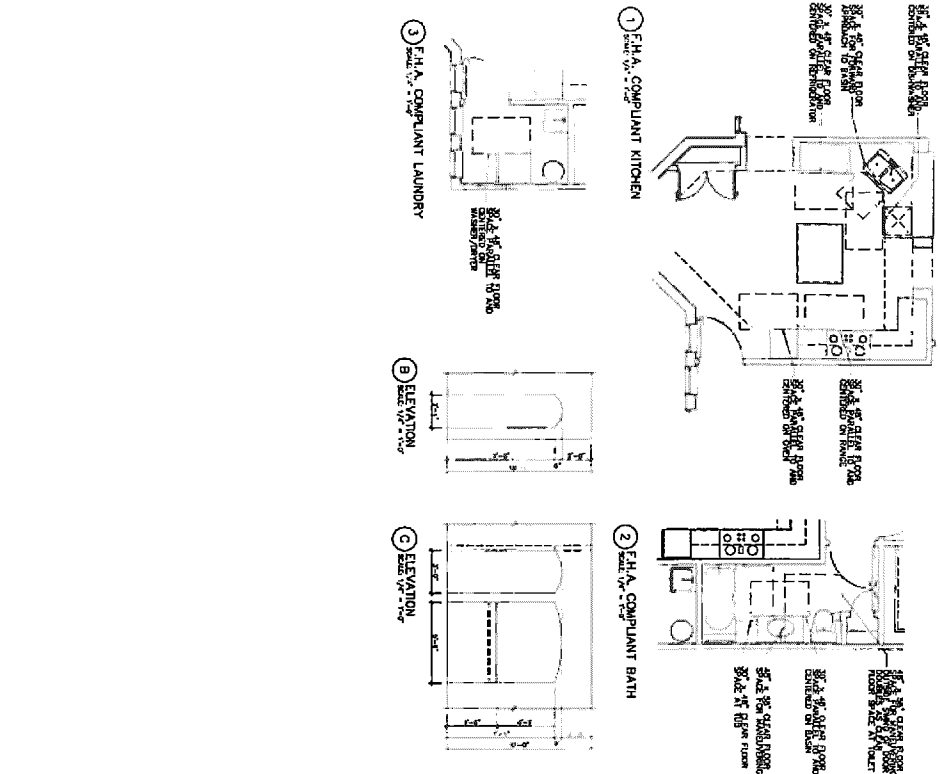
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CONDOMINIUMS  
@ GRAND HAVEN**  
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PALM COAST, FLORIDA 32137

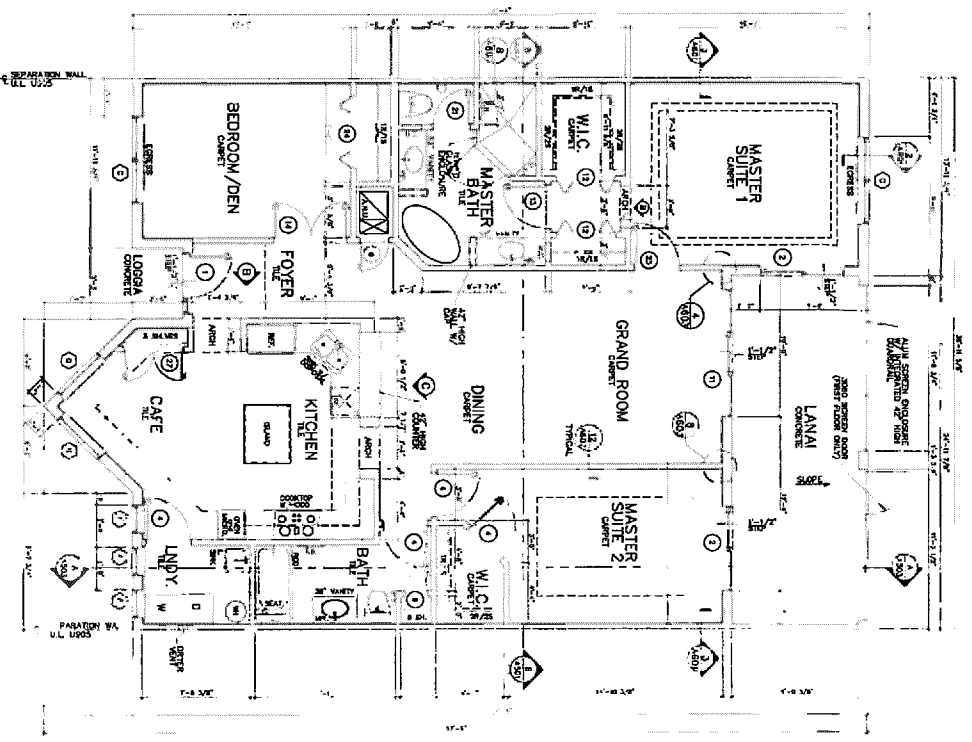
SHEET INFORMATION:  
UNIT FLOOR PLAN

NOTES:

DATE: 07/14/2002  
 ISSUED FOR:



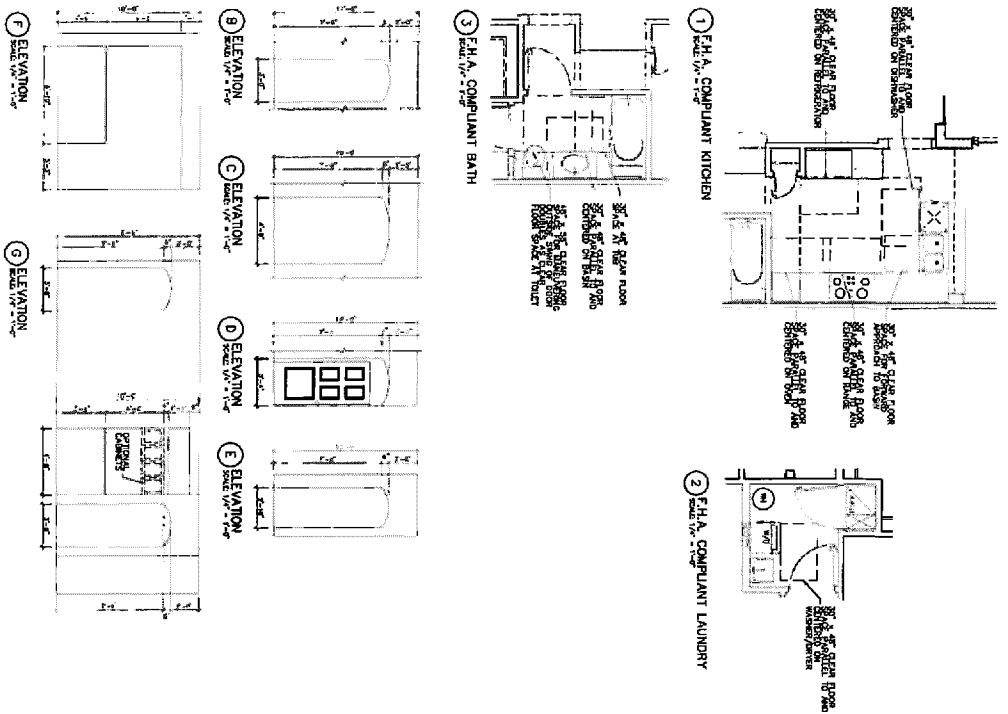
**Pinehurst Floor Plan**  
**Units 102,202,302**



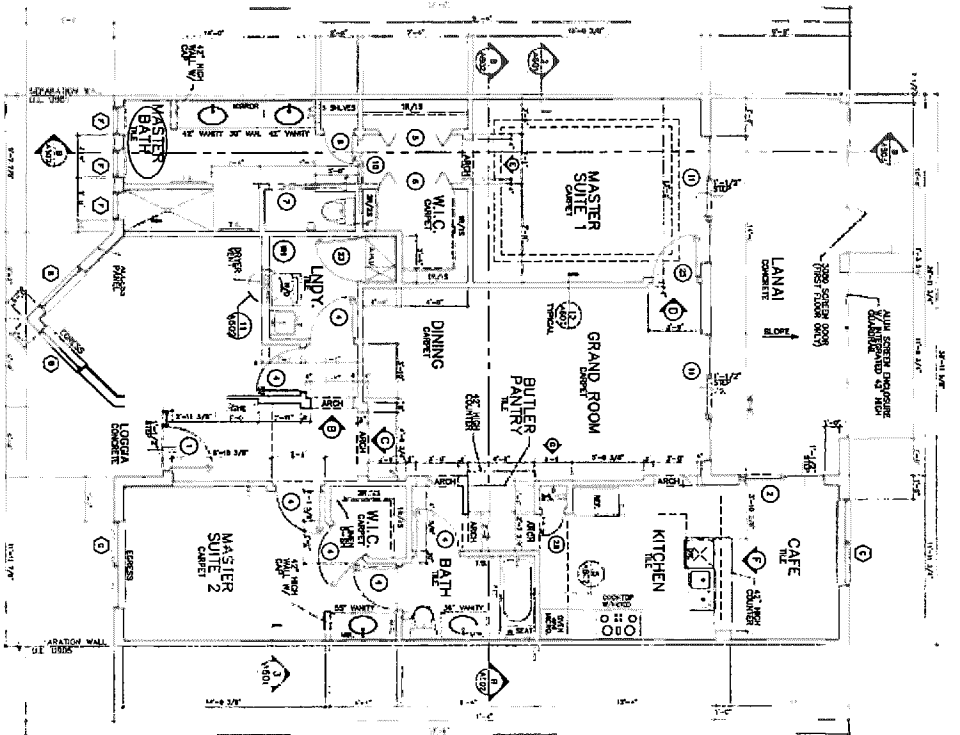
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 445 RIVERFRONT DR  
 PALM COAST, FLORIDA 32137

SEEK INFORMATION:



**Augusta Floor Plan  
Units 103, 203, 303**



NOTE:

DATE: 07/14/2002  
 REVISION FOR:



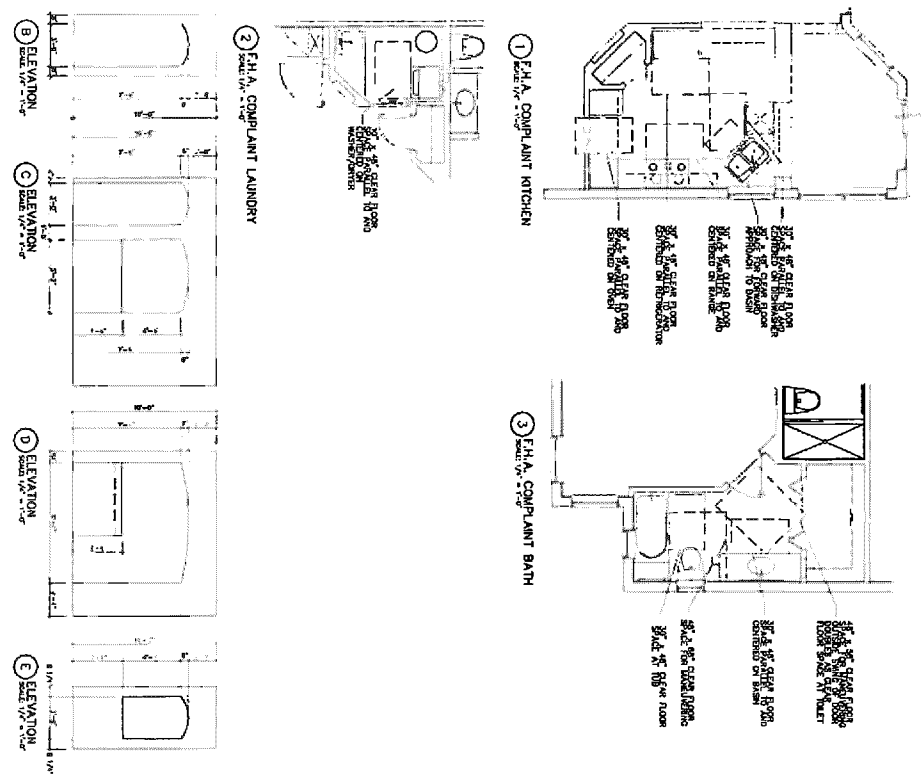
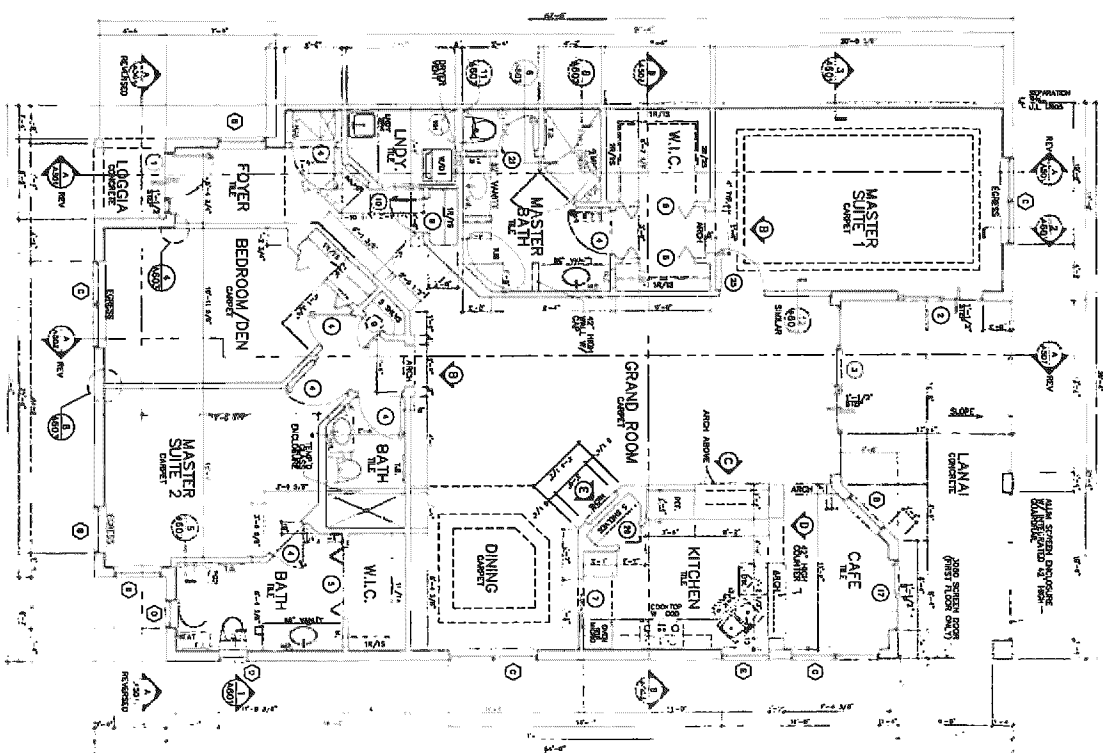
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 @ GRAND HAVEN**  
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SHEET INFORMATION:

**Oakmont Reversed**  
**Floor Plan**  
**Units 104,204,304**



NOTE:

DATE FOR ISSUED FOR 07-14-2022



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SHEET INFORMATION:



**AREA TABULATION  
OAKMONT (A)**

LIVING AREA	2,167 SF
LANAI	263 SF
UNIT TOTAL	2,430 SF

**AREA TABULATION  
OAKMONT REV (A)**

LIVING AREA	2,167 SF
LANAI	263 SF
UNIT TOTAL	2,430 SF

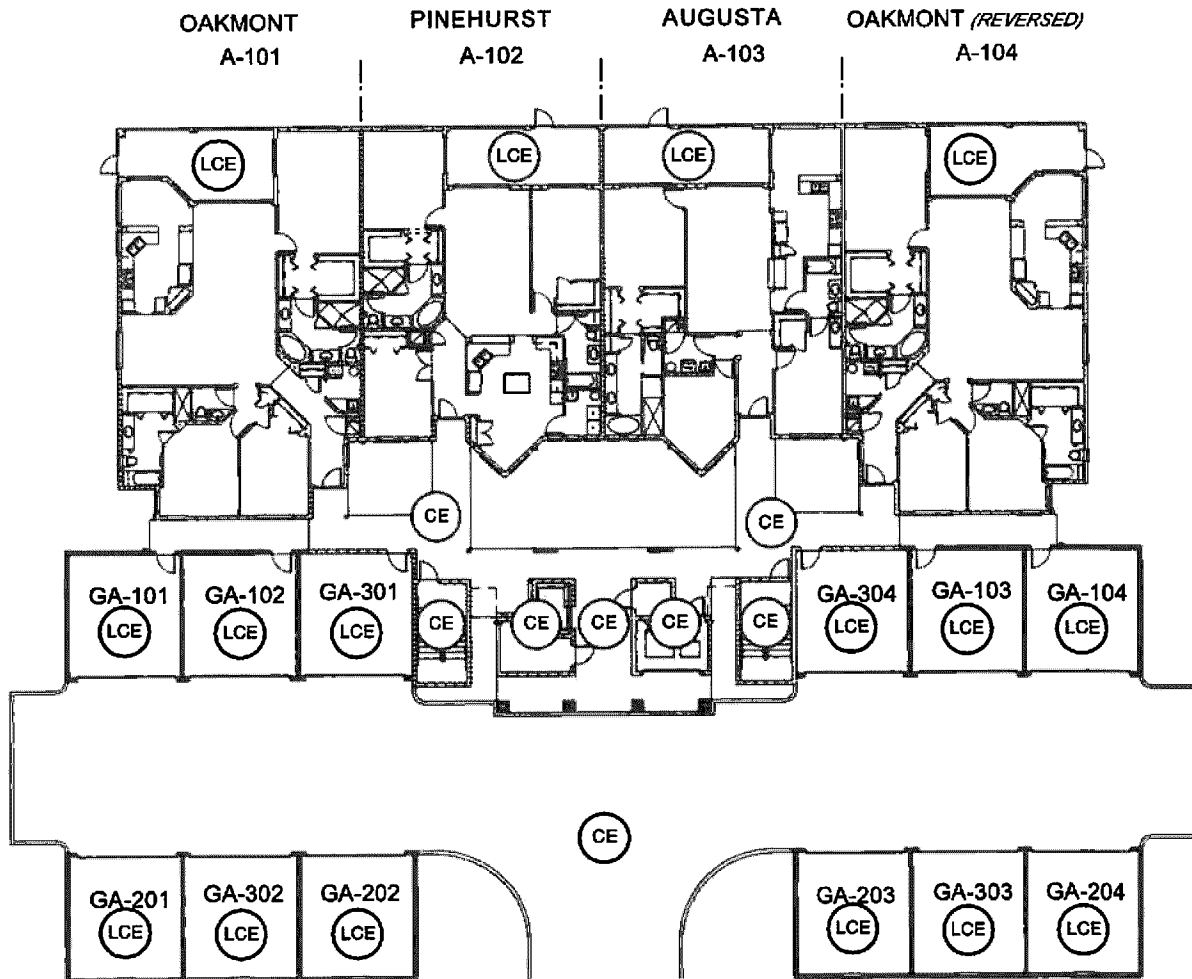
**AREA TABULATION  
PINEHURST (C)**

LIVING AREA	1,779 SF
LANAI	242 SF
UNIT TOTAL	2,021 SF

**AREA TABULATION  
AUGUSTA (D)**

LIVING AREA	1,760 SF
LANAI	261 SF
UNIT TOTAL	2,021 SF

**BUILDING 455**



**FIRST FLOOR & GARAGES**

NOT TO SCALE

**(CE)** COMMON ELEMENTS

**(LCE)** LIMITED COMMON ELEMENTS



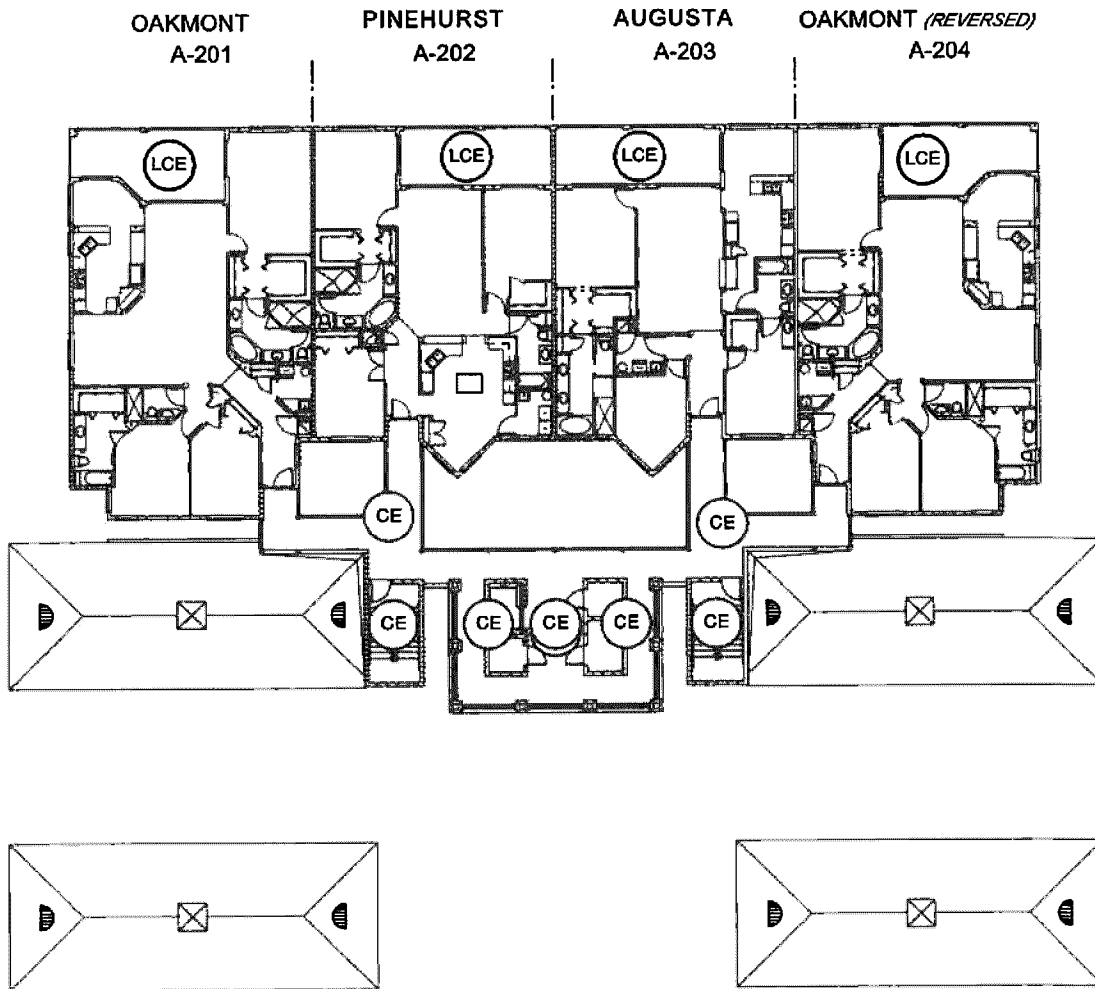
**GRAND VISTA**  
GOLF IN • GOLF OUT

PREPARED BY:  
DSI DESIGN SERVICES INC.

NOVEMBER 18, 2015

AREA TABULATION OAKMONT (A)		AREA TABULATION OAKMONT REV (A)		AREA TABULATION PINEHURST (C)		AREA TABULATION AUGUSTA (D)	
LIVING AREA	2,167 SF	LIVING AREA	2,167 SF	LIVING AREA	1,779 SF	LIVING AREA	1,760 SF
LANAI	263 SF	LANAI	263 SF	LANAI	242 SF	LANAI	261 SF
UNIT TOTAL	2,430 SF	UNIT TOTAL	2,430 SF	UNIT TOTAL	2,021 SF	UNIT TOTAL	2,021 SF

## BUILDING 455



### SECOND FLOOR

NOT TO SCALE

- CE COMMON ELEMENTS
- LCE LIMITED COMMON ELEMENTS

**AREA TABULATION  
OAKMONT (A)**

LIVING AREA	2,167 SF
LANAI	263 SF
UNIT TOTAL	2,430 SF

**AREA TABULATION  
OAKMONT REV (A)**

LIVING AREA	2,167 SF
LANAI	263 SF
UNIT TOTAL	2,430 SF

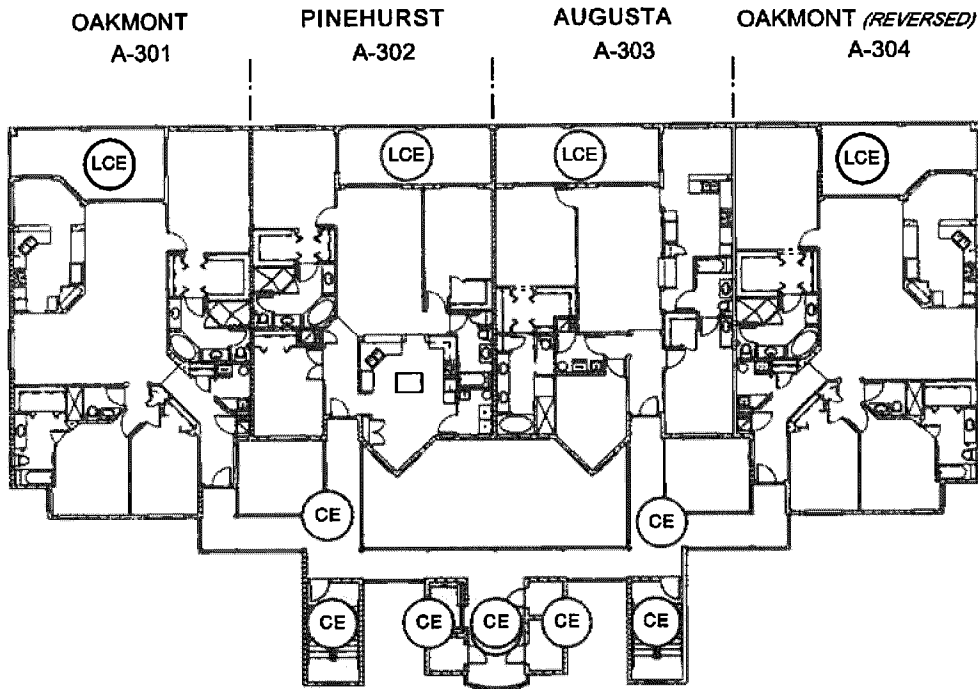
**AREA TABULATION  
PINEHURST (C)**

LIVING AREA	1,779 SF
LANAI	242 SF
UNIT TOTAL	2,021 SF

**AREA TABULATION  
AUGUSTA (D)**

LIVING AREA	1,760 SF
LANAI	261 SF
UNIT TOTAL	2,021 SF

**BUILDING 455**



**THIRD FLOOR**

NOT TO SCALE



COMMON ELEMENTS



LIMITED COMMON ELEMENTS



**GRAND VISTA**  
COMMUNITY DEVELOPMENT

PREPARED BY:  
DSI DESIGN SERVICES INC.

NOVEMBER 18, 2015



GLAVAN GROUP

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COLUMBUS, OHIO 43206  
TEL. 614.205.4060  
WWW.GLAVANGROUP.COM

September 18, 2023

Vista Par Condominiums @ Grand Haven  
445 Riverfront Drive  
Palm Coast, Florida 32137

RE: DRAWING CERTIFICATION

THIS CERTIFICATION MADE THIS 18<sup>TH</sup> DAY OF SEPTEMBER, 2023, IS MADE PURSUANT TO THE PROVISIONS OF SECTION 718.104 (4)(E) OF THE FLORIDA STATUTES, AS AMENDED, AND IS A CERTIFICATION THAT THE DRAWING SET, BLDG B, 445 RIVERFRONT DR. (INCLUDING ALL REVISIONS), PERMIT #2022080476, 11/15/2022, ARE AN ACCURATE REPRESENTATION OF THE BUILDINGS AND IMPROVEMENTS DESCRIBED AND ILLUSTRATED THEREON; AND THAT THE CONSTRUCTION AND IMPROVEMENTS ARE SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF GRAND VISTA PC CONDOMINIUM ASSOCIATION, INC., A CONDOMINIUM, DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE BUILDINGS AND IMPROVEMENTS AND THAT IDENTIFICATION, LOCATIONS AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH HOME CAN BE DETERMINED FROM THESE MATERIALS.

Glavan Group, LLC  
Jeffrey Louis Glavan  
Registered Architect #AR0010361  
State of Florida



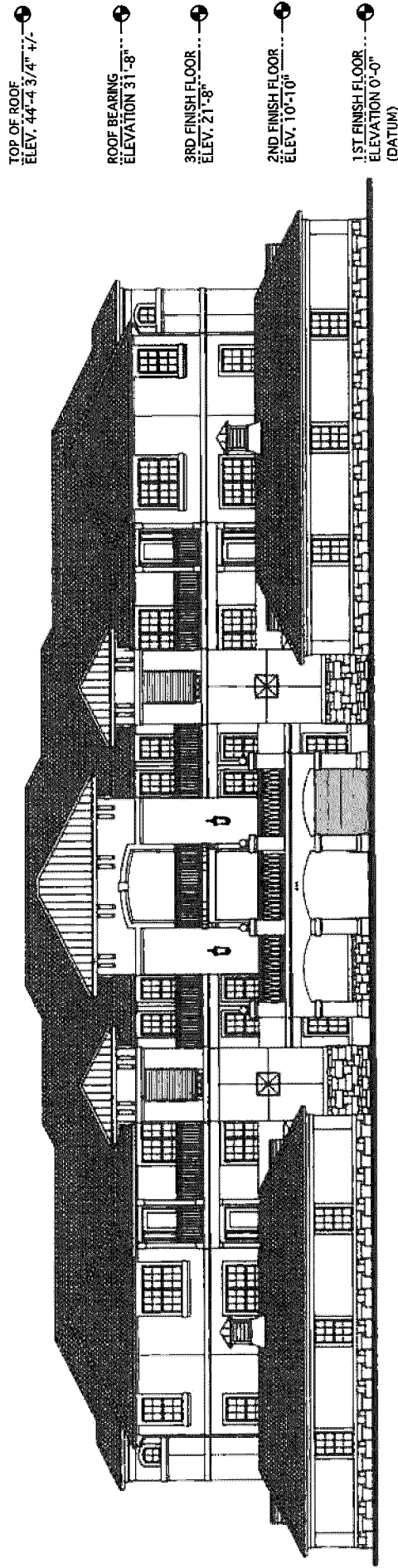
**OVERALL BUILDING  
AREA TABULATION**

LIVING AREA	7,873 SF
LANAI	1,029 SF
BREEZE WAY	861 SF
ELEV. CORE	367 SF
STAIRS	336 SF
TOTAL	10,466 SF

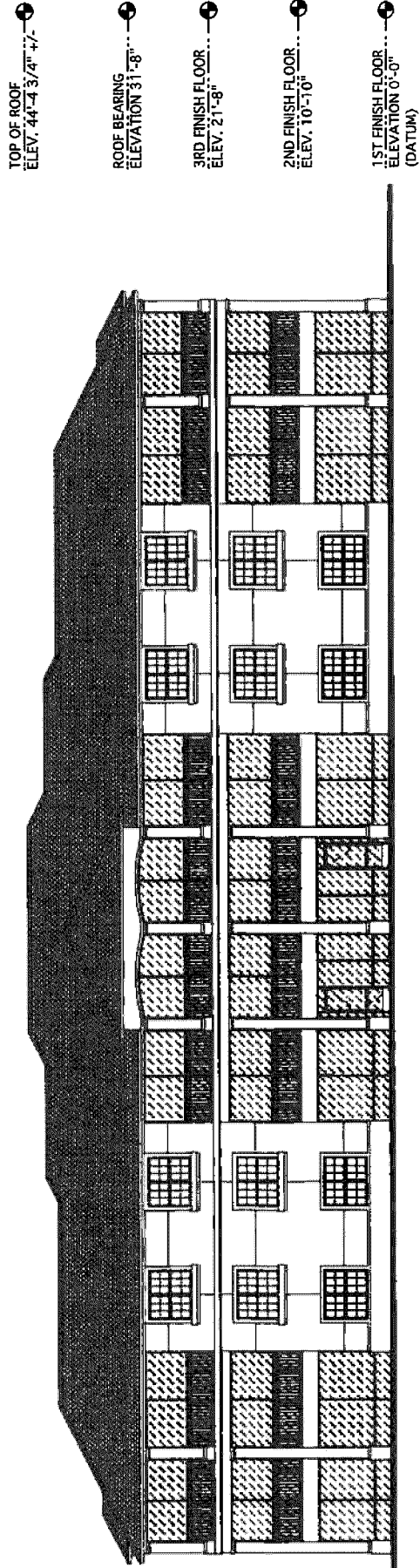


**BUILDING 445  
(Building B)**  
GOLF IN · GOLIAD OUT  
**GRAND VISTA**

NOT TO SCALE



**FRONT BUILDING ELEVATION**



**REAR BUILDING ELEVATION**

NOTE:

DATE ISSUED FOR: 07/14/202



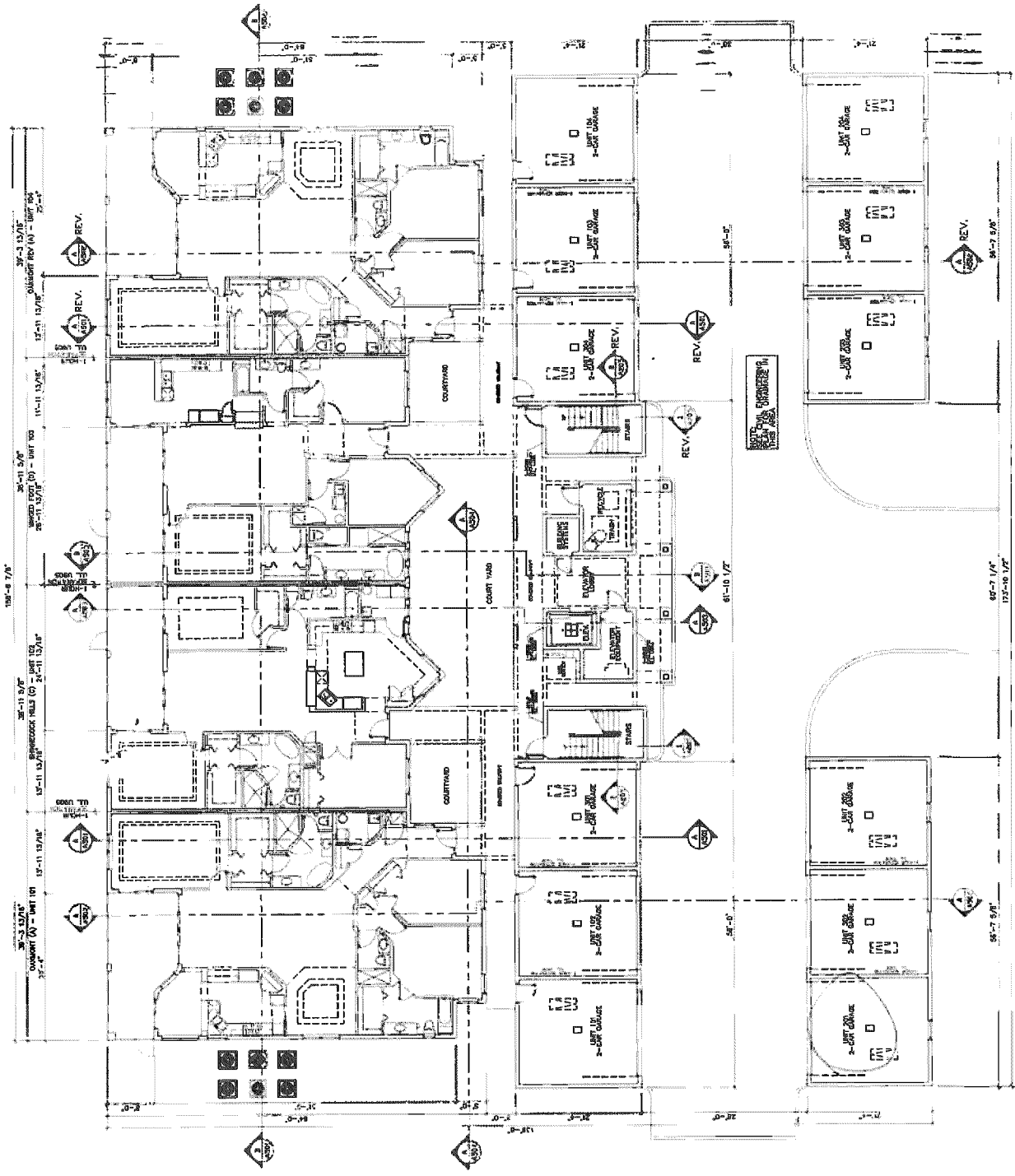
**GLAVAN GROUP**  
 92 HANFORD STREET  
 COLUMBUS, OHIO 43206  
 TEL. 614.293.4000  
 WWW.GLAVANGROUP.COM

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**GRAND VISTA  
 CONDOMINIUMS**  
 445 RIVERFRONT DR  
 PALM COAST, FLORIDA 32137

SHEET INFORMATION:  
 OVERALL BUILDING  
 FIRST LEVEL  
 FLOOR PLAN

**A101**

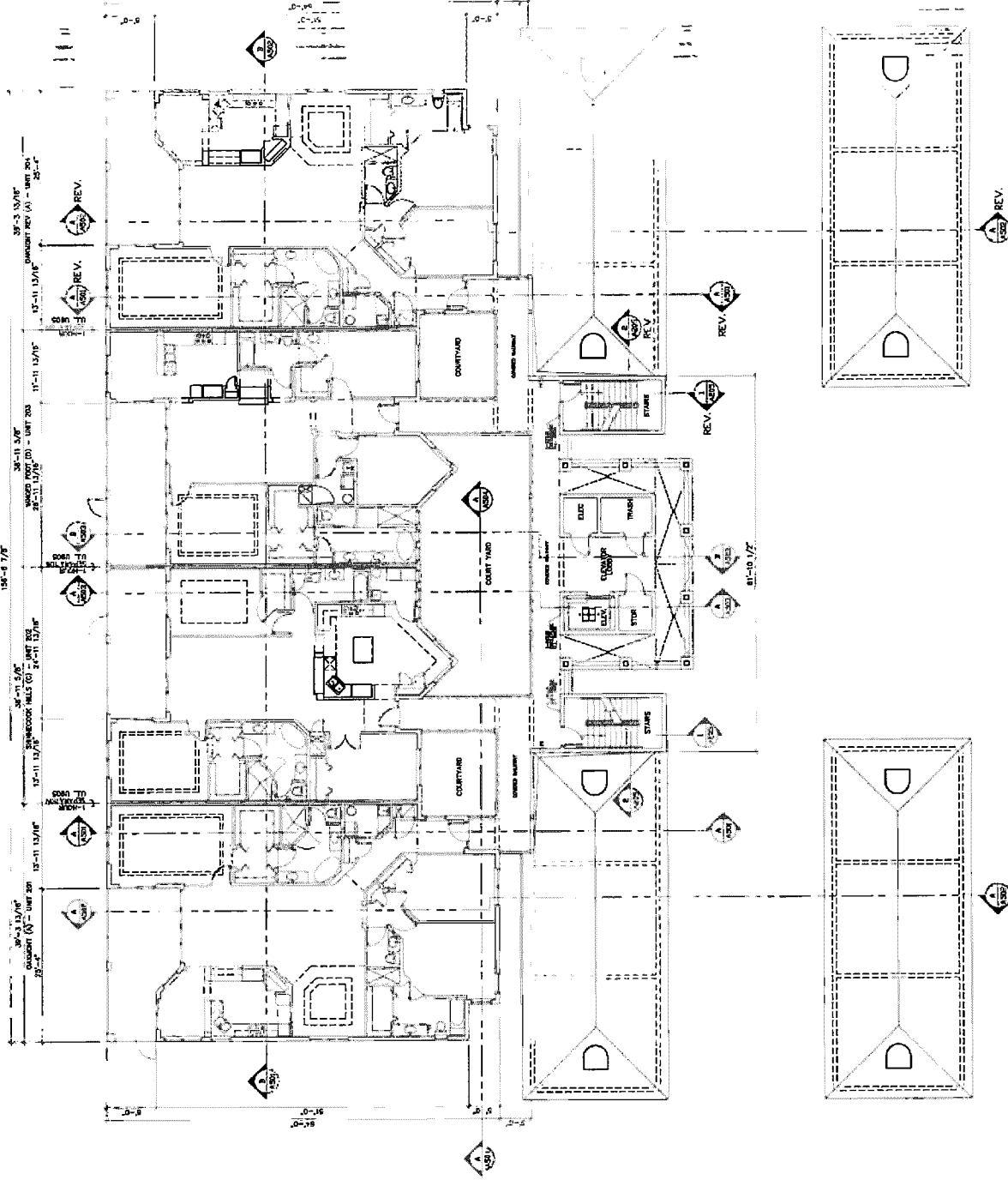


OVERALL BUILDING AREA TABULATION	
UNIT AREA	2821 SF
LOBBY	107 SF
STAIRS	481 SF
STAIRS	208 SF
TOTAL	3617 SF
AREA TABULATION (CONDOMINIUM)	
UNIT AREA	1410 SF
LOBBY	53 SF
STAIRS	244 SF
TOTAL	1707 SF
AREA TABULATION (COMMON)	
UNIT AREA	1410 SF
LOBBY	53 SF
STAIRS	244 SF
TOTAL	1707 SF
AREA TABULATION (TOTAL)	
UNIT AREA	1410 SF
LOBBY	53 SF
STAIRS	244 SF
TOTAL	1707 SF
AREA TABULATION (TOTAL)	
UNIT AREA	1410 SF
LOBBY	53 SF
STAIRS	244 SF
TOTAL	1707 SF

OVERALL BUILDING FIRST LEVEL FLOOR PLAN

NOTES:

DATE: 01.14.2022  
 ISSUED FOR:



OVERALL BUILDING AREA TABULATION	
LIVING AREA	7,051 SF
BED ROOM	3,851 SF
KITCHEN	1,851 SF
BATH	1,251 SF
HALL	1,051 SF
STAIR	1,051 SF
TOTAL	20,000 SF
AREA TABULATION - BALCONY (A)	
LIVING AREA	1,251 SF
TOTAL	1,251 SF
AREA TABULATION - CORRIDOR (REV. 0)	
LIVING AREA	1,251 SF
TOTAL	1,251 SF
AREA TABULATION - PORCH (C)	
LIVING AREA	1,251 SF
TOTAL	1,251 SF
AREA TABULATION - AUGUSTA (D)	
LIVING AREA	1,251 SF
TOTAL	1,251 SF

OVERALL BUILDING SECOND LEVEL FLOOR PLAN



GLAVAN GROUP  
 77 WHELFORD STREET  
 CLEVELAND, OHIO 44126  
 TEL: 216.205.4000  
 WWW.GLAVANGROUP.COM

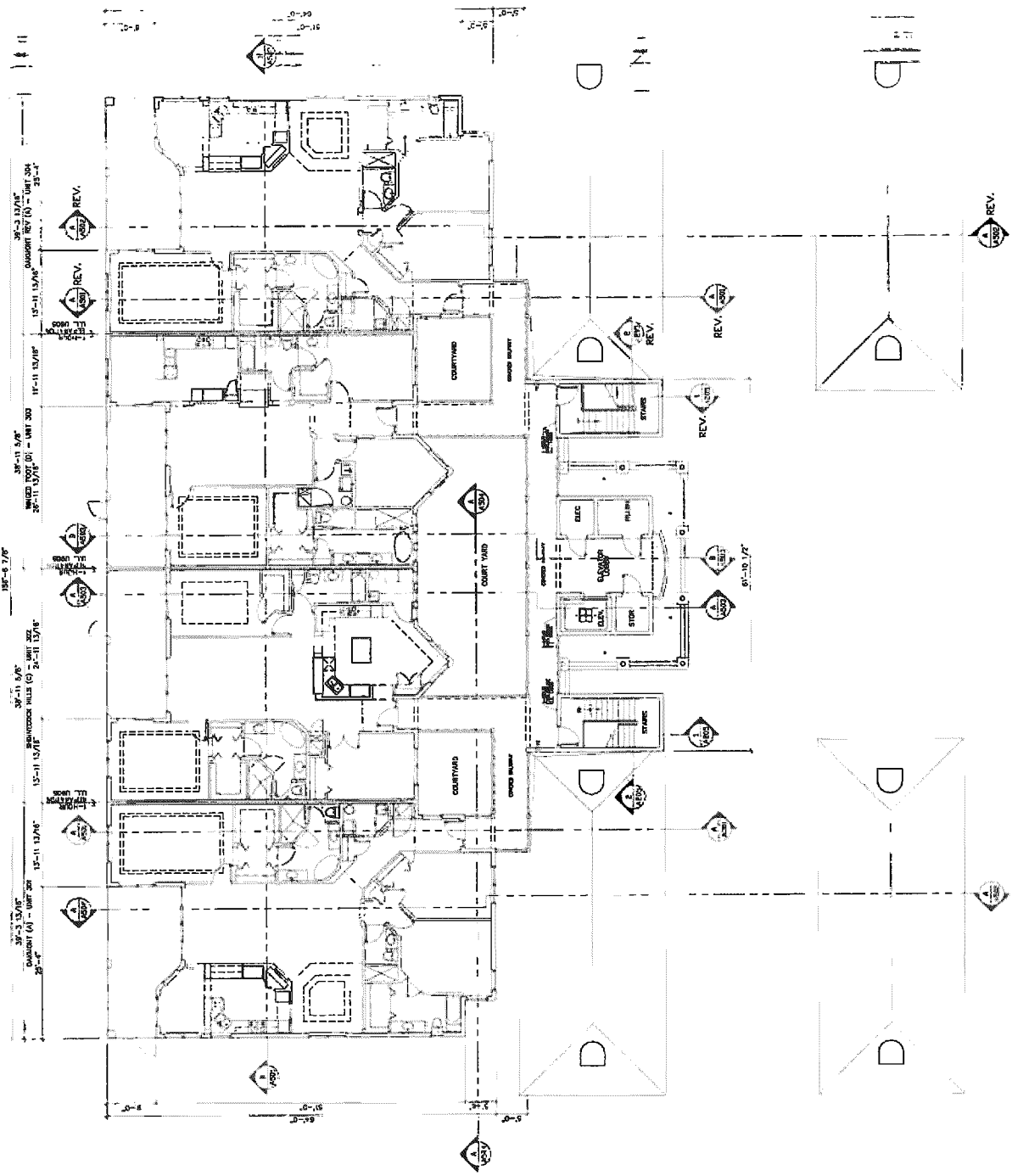
GRAND VISTA  
 CONDOMINIUMS  
 445 RIVERFRONT DR  
 PALM COAST, FLORIDA 32137

SHEET INFORMATION:  
 OVERALL BUILDING  
 SECOND LEVEL  
 FLOOR PLAN

A102

NOTES:

DATE: 01/14/2022  
 REVISION FOR:



**GLAVAN GROUP**  
 97 HANFORD STREET  
 MIAMI, FL 33130  
 TEL: 314.205.4030  
 WWW.GLAVANGROUP.COM

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 CONDOMINIUMS**  
 446 RIVERFRONT DR  
 PALM COAST, FLORIDA 32137

SHEET INFORMATION:  
 OVERALL BUILDING  
 THIRD LEVEL  
 FLOOR PLAN

A103

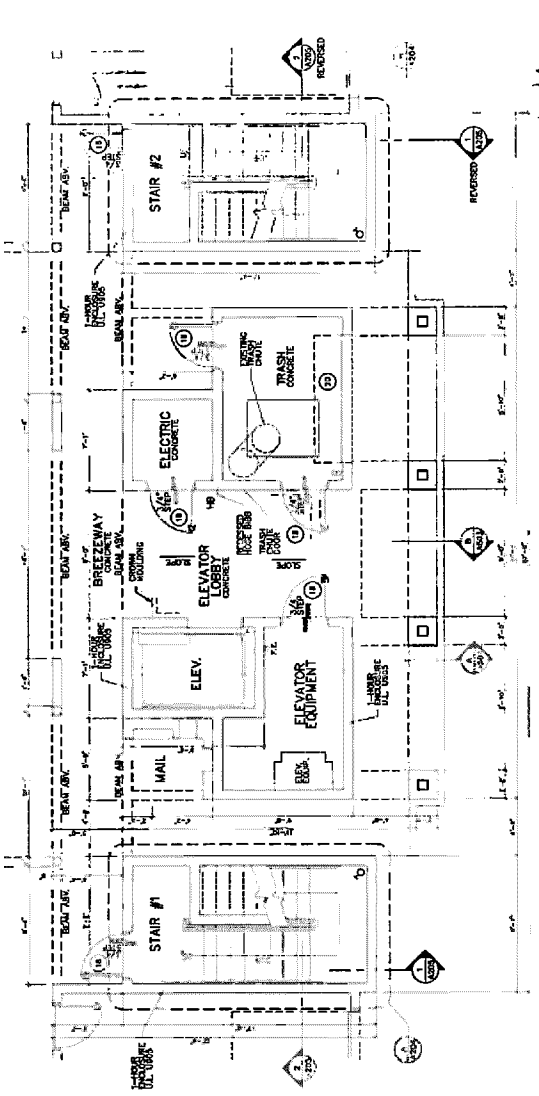
OVERALL BUILDING AREAS	
AREA TABULATION	14,215 SF
LIVING AREA	1,775 SF
KITCHEN	1,000 SF
DINING AREA	1,000 SF
BATH	1,000 SF
STAIRS	1,000 SF
TOTAL	14,215 SF
AREA TABULATION	14,215 SF
COMMON AREAS	1,000 SF
STAIRS	1,000 SF
ELEVATOR	1,000 SF
TOTAL	3,000 SF
AREA TABULATION	17,215 SF
LIVING AREA	1,775 SF
KITCHEN	1,000 SF
DINING AREA	1,000 SF
BATH	1,000 SF
STAIRS	1,000 SF
TOTAL	14,215 SF
AREA TABULATION	17,215 SF
LIVING AREA	1,775 SF
KITCHEN	1,000 SF
DINING AREA	1,000 SF
BATH	1,000 SF
STAIRS	1,000 SF
TOTAL	14,215 SF

OVERALL BUILDING THIRD LEVEL FLOOR PLAN

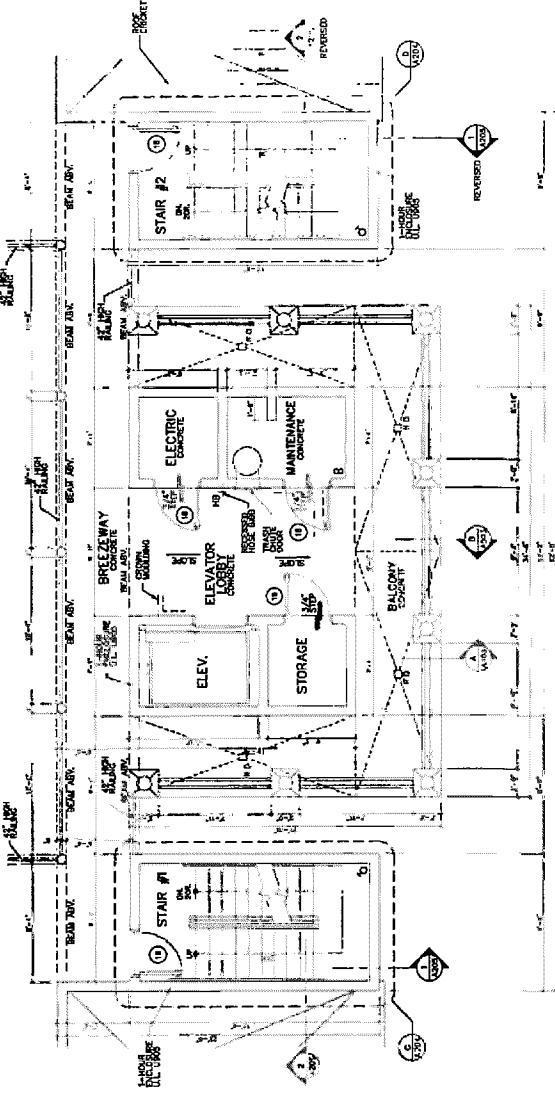


NOTES:

DATE ISSUED FOR: 07.14.2022



1 FIRST LEVEL - CORE AREA FLOOR PLAN



2 SECOND LEVEL - CORE AREA FLOOR PLAN



GLAVAN GROUP  
 25 HANFORD STREET  
 PALM BEACH, FLORIDA 33480  
 TEL: 561.833.6144  
 WWW: GLAVANGROUP.COM  
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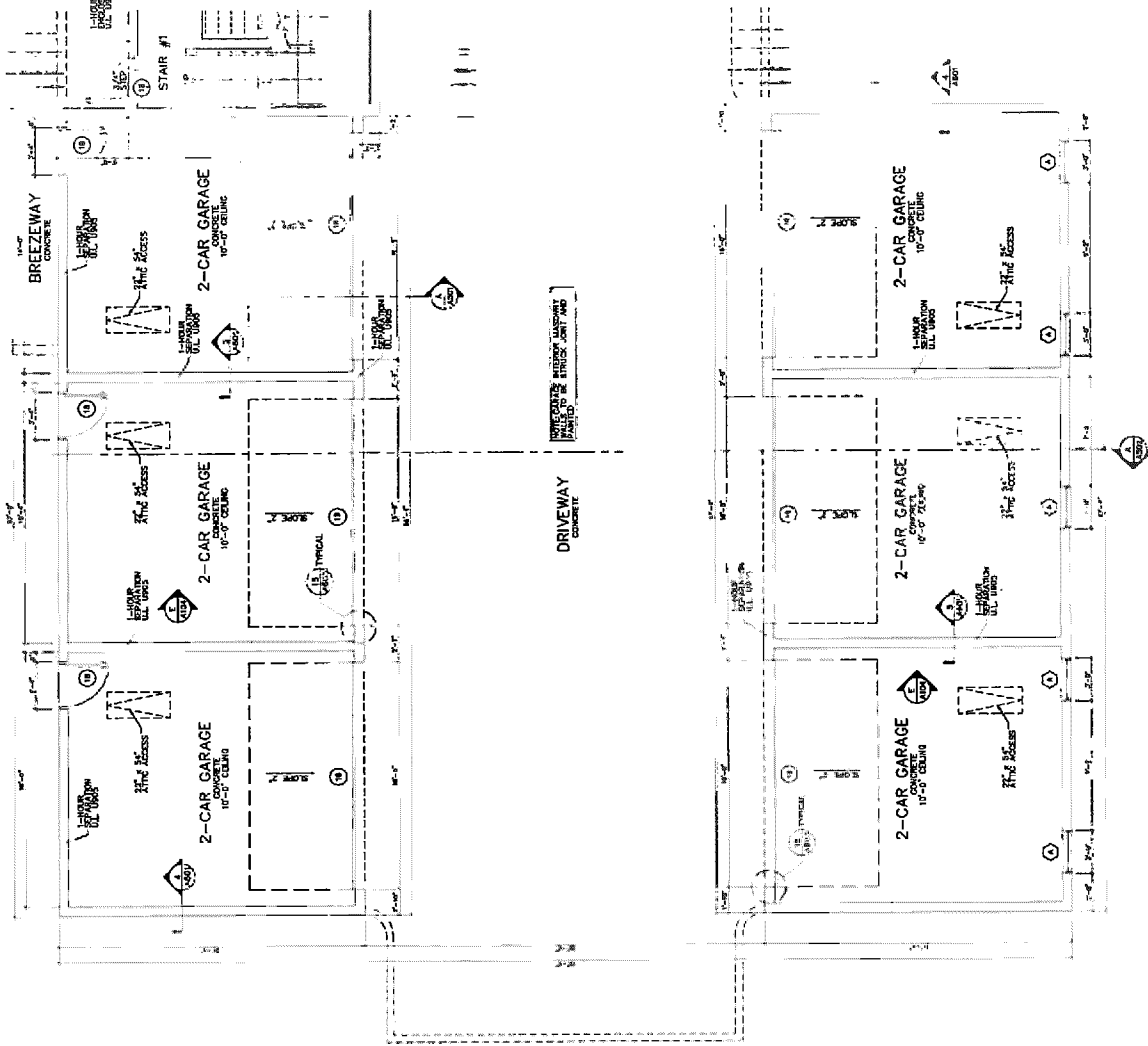
GRAND VISTA  
 @ GRAND HAVEN  
 CONDOMINIUMS  
 445 RIVERSHORE DR  
 PALM BEACH, FLORIDA 33480

SHEET INFORMATION:  
 SHEET NO. 102  
 SHEET TITLE:  
 CORE AREA FLOOR PLAN

A201

NOTES:

DATE ISSUED FOR: 07/14/2022



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 TEL. 614.293.4060  
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 CONDOMINIUMS  
 @ GRAND HAVEN  
 445 RIVERSHORE DR  
 PALM COAST, FLORIDA 32137

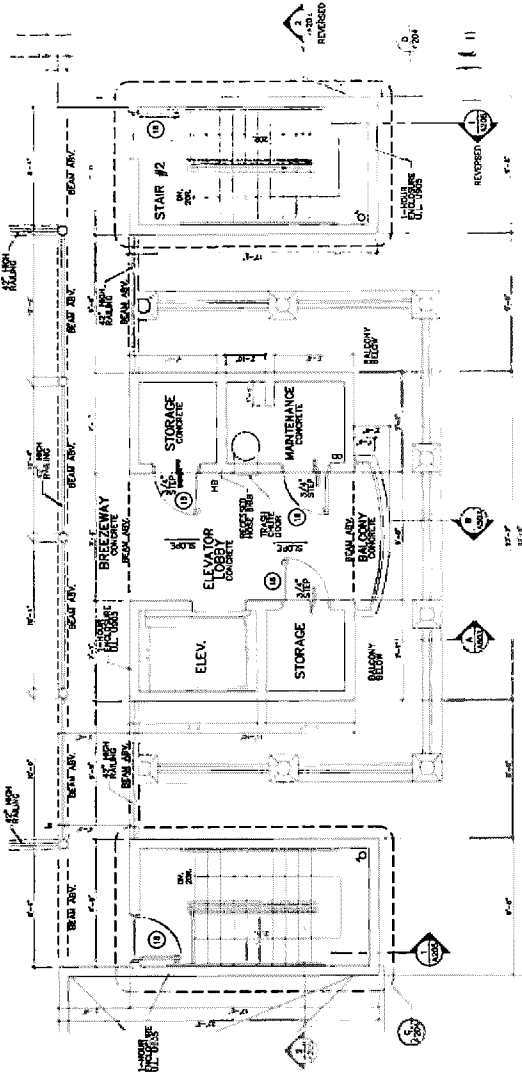
SHEET INFORMATION:  
 FLOOR PLAN  
 GARAGES

A203

(A) FLOOR PLAN - GARAGES

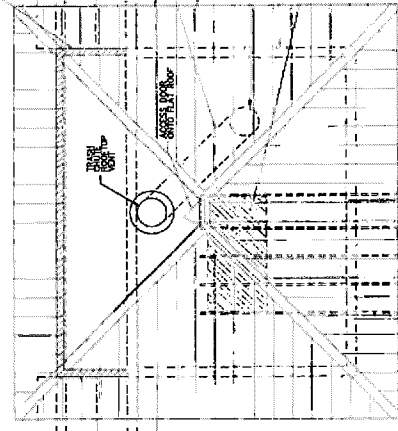
NOTES:

DATE: 07/14/2022  
 ISSUED FOR:



(A) THIRD LEVEL - CORE AREA FLOOR PLAN

SEE WALL FINISH  
 SEE CEILING FINISH  
 SEE FLOOR FINISH  
 SEE DOOR FINISH  
 SEE WINDOW FINISH  
 SEE ROOF FINISH  
 SEE BALCONY FINISH  
 SEE STAIR FINISH  
 SEE ELEVATOR FINISH  
 SEE CORE FINISH



(B) ROOF PLAN - CORE AREA FLOOR PLAN



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 PALM COAST, FLORIDA 32137

SHEET INFORMATION:  
 THIRD LEVEL  
 and ROOF  
 CORE AREA FLOOR PLAN

A202

NOTES:

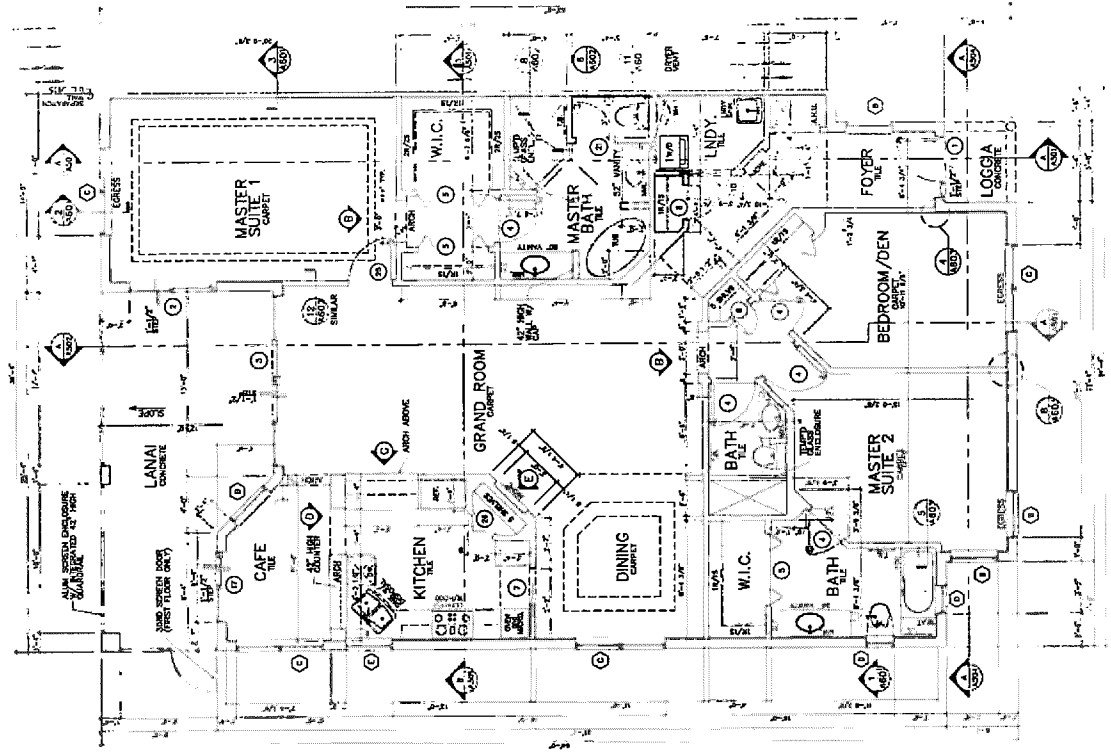
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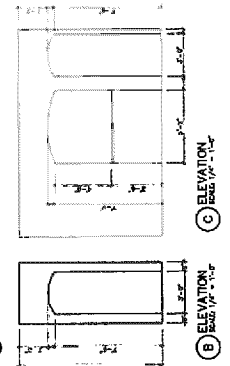
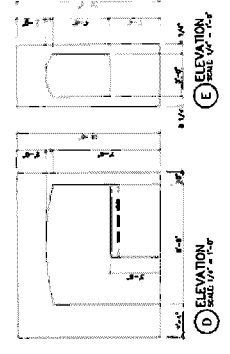
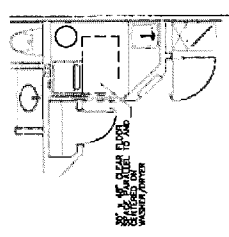
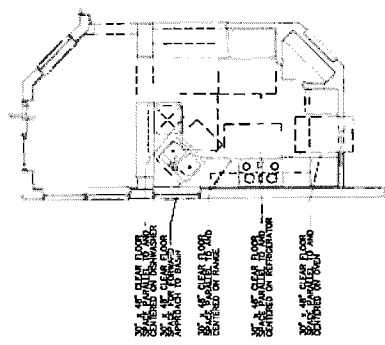
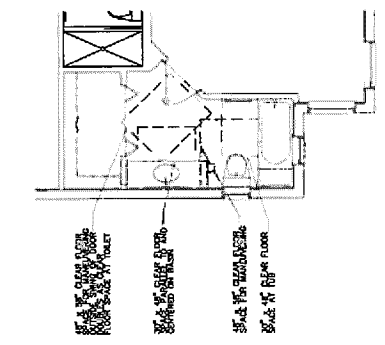
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 @ GRAND HAVEN**  
 445 RIVERFRONT DR  
 PALM COAST, FLORIDA 32137

SHEET INFORMATION  
 UNIT FLOOR PLAN

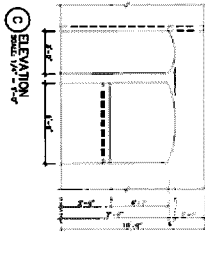
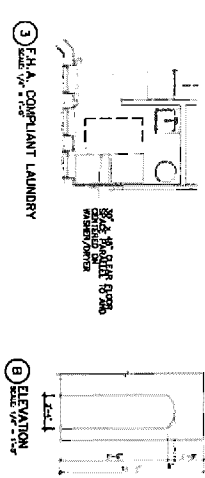
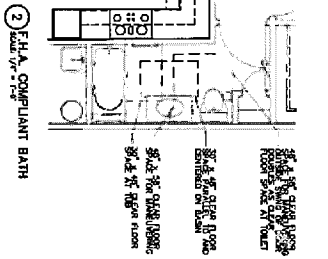
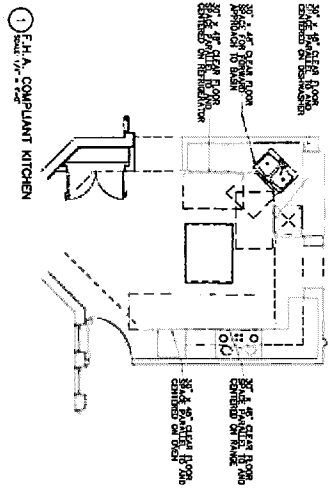
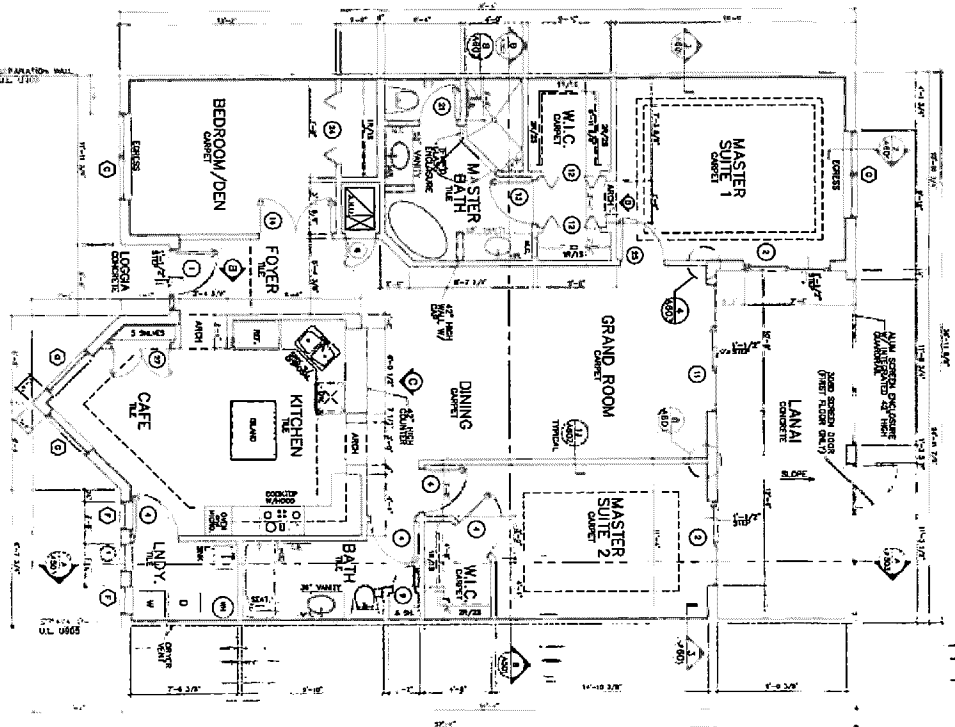


**Oakmont Floor Plan  
 Units 101, 201, 301**



# Pinehurst Floor Plan

## Units 102, 202, 302



NOTE:

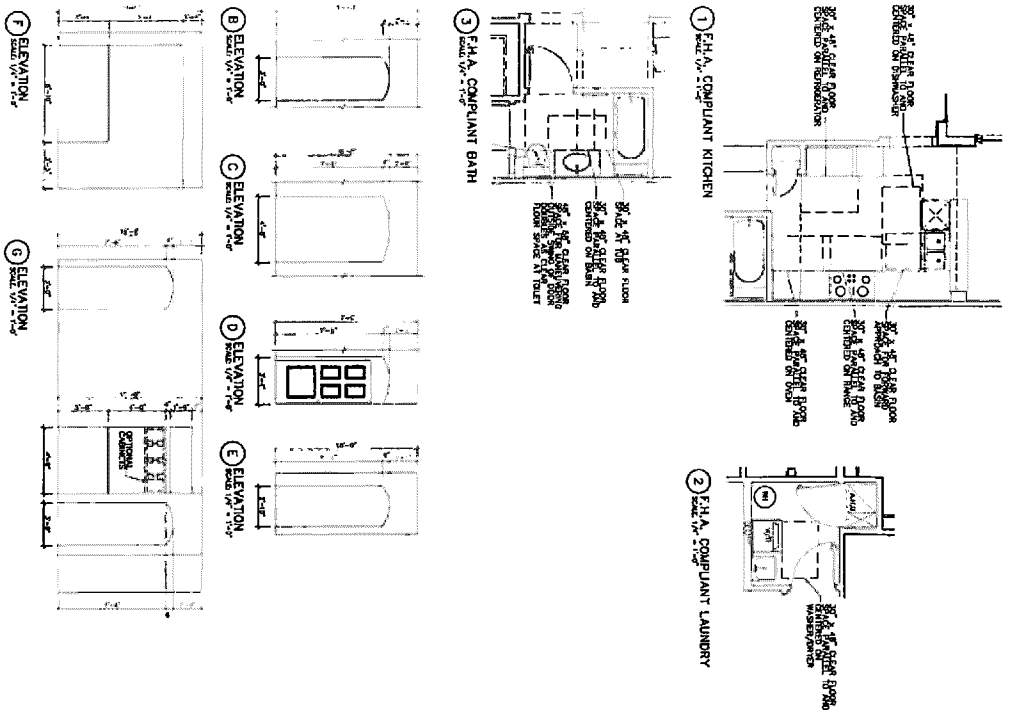
DATE: 02/16/2022  
 DESIGNED BY: CHS



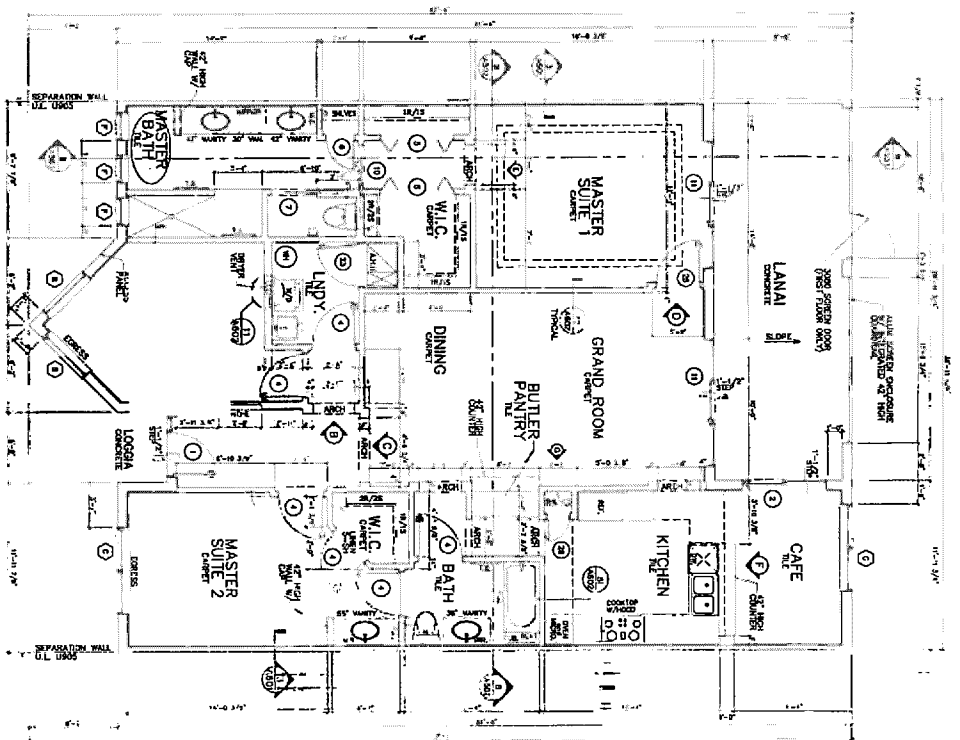
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 445 RIVERFRONT DR  
 PALM COAST, FLORIDA 32137

SHEET INFORMATION:



**Augusta Floor Plan**  
**Units 103, 203, 303**



NOTES

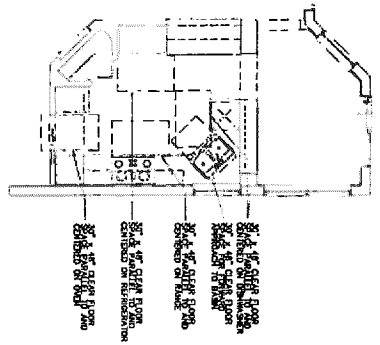
DATE: 07/14/2002  
 ISSUED FOR:



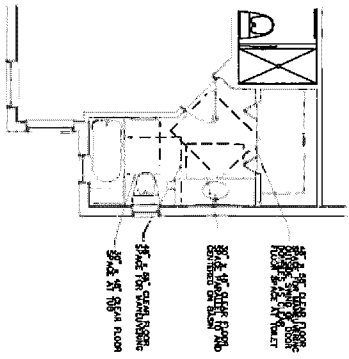
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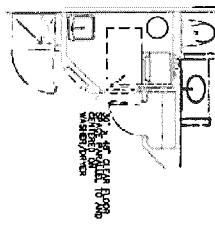
FOR MORE INFORMATION



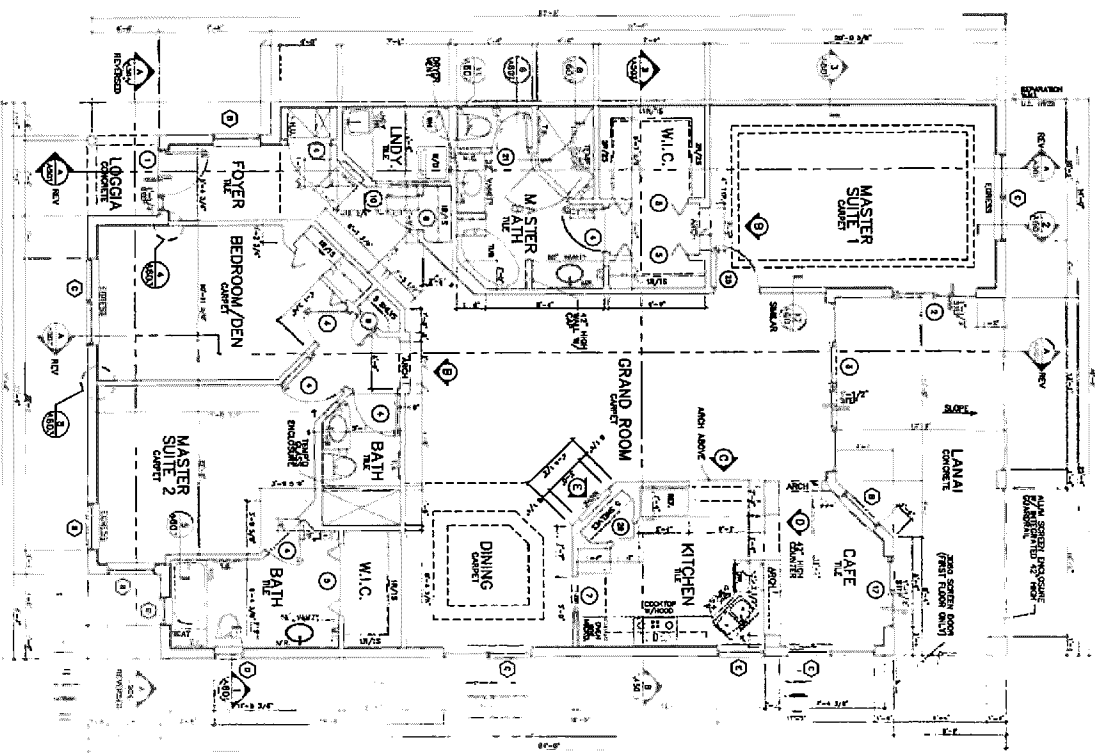
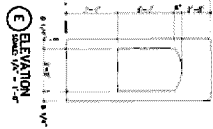
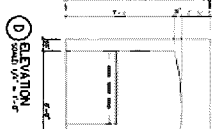
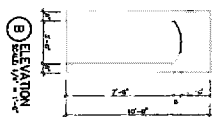
1 F.H.A. COMPLIANT KITCHEN



3 F.H.A. COMPLIANT BATH



2 F.H.A. COMPLIANT LAUNDRY



**Oakmont Reversed**  
**Floor Plan**  
**Units 104, 204, 304**

NOTES:

DATE: 07/13/2022  
 DRAWN BY: [Name]



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 COLUMBUS, OHIO 43206  
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**GRAND VISTA CONDOMINIUMS @ GRAND HAVEN**  
 445 RIVERFRONT DR  
 PALM COAST, FLORIDA 32137

SHEET INFORMATION

**AREA TABULATION  
OAKMONT (A)**

LIVING AREA	2,167 SF
LANAI	263 SF
UNIT TOTAL	2,430 SF

**AREA TABULATION  
OAKMONT REV (A)**

LIVING AREA	2,167 SF
LANAI	263 SF
UNIT TOTAL	2,430 SF

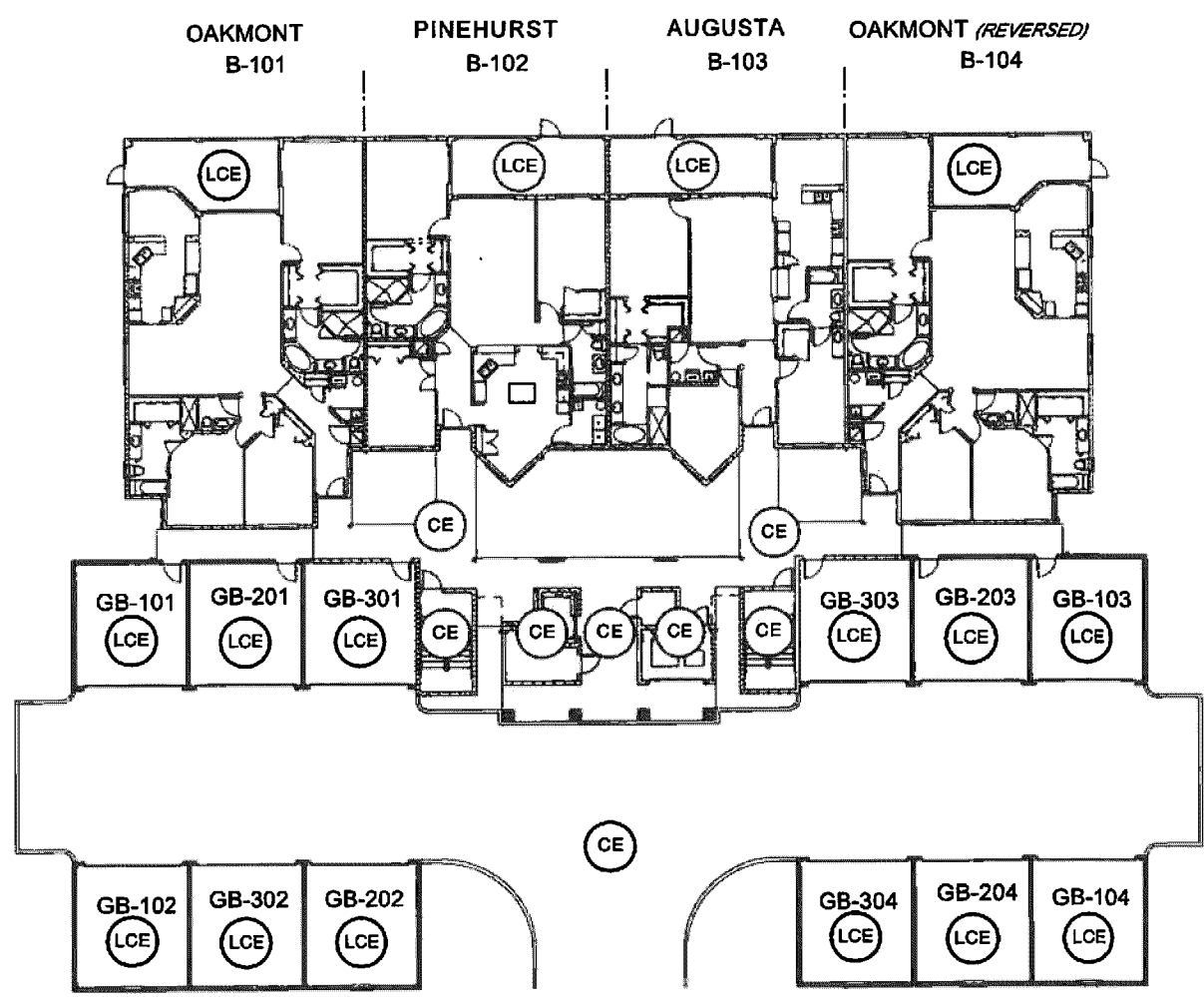
**AREA TABULATION  
PINEHURST (C)**

LIVING AREA	1,779 SF
LANAI	242 SF
UNIT TOTAL	2,021 SF



**AREA TABULATION  
AUGUSTA (D)**

LIVING AREA	1,760 SF
LANAI	261 SF
UNIT TOTAL	2,021 SF

**BUILDING 445**



**FIRST FLOOR & GARAGES**  
NOT TO SCALE

-  COMMON ELEMENTS
-  LIMITED COMMON ELEMENTS





**AREA TABULATION  
OAKMONT (A)**

LIVING AREA	2,167 SF
LANAI	263 SF
UNIT TOTAL	2,430 SF

**AREA TABULATION  
OAKMONT REV (A)**

LIVING AREA	2,167 SF
LANAI	263 SF
UNIT TOTAL	2,430 SF

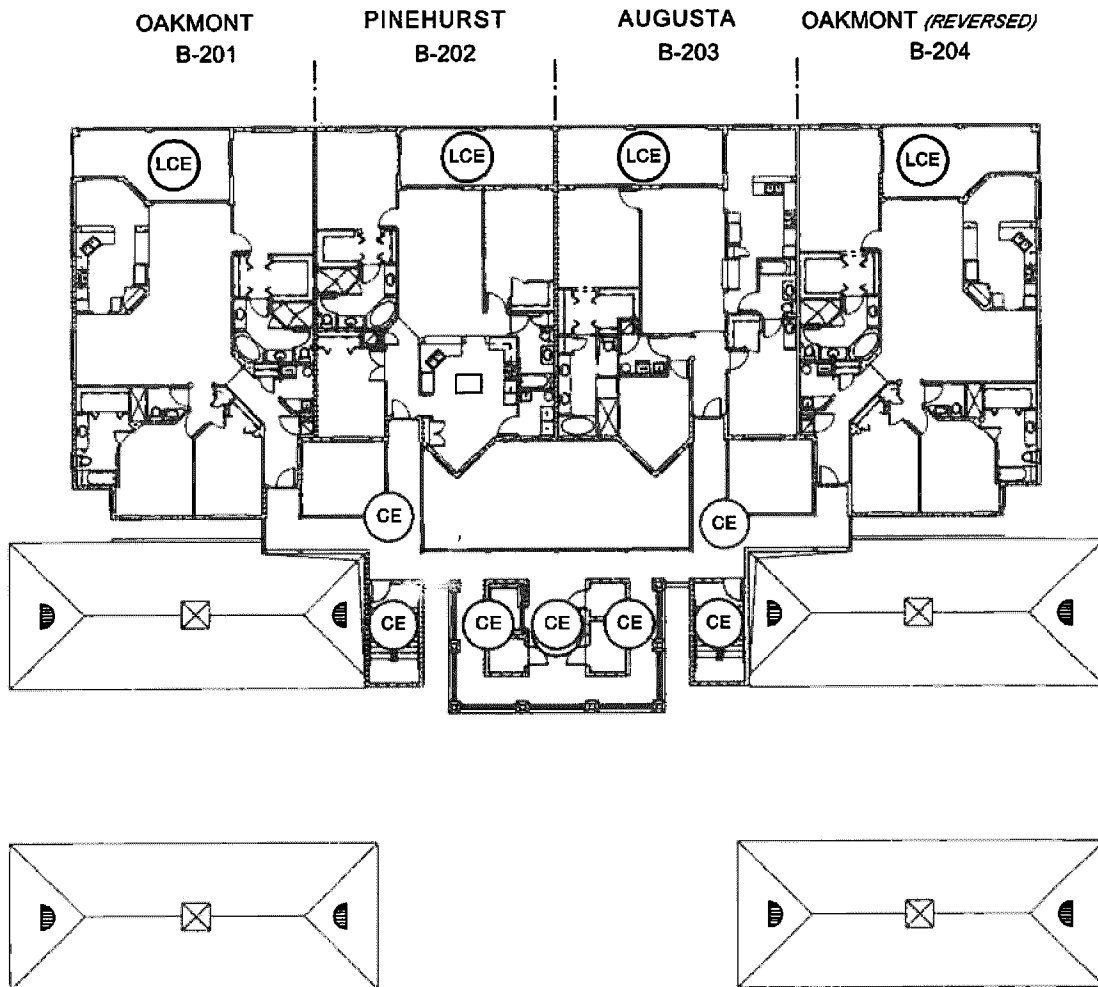
**AREA TABULATION  
PINEHURST (C)**

LIVING AREA	1,779 SF
LANAI	242 SF
UNIT TOTAL	2,021 SF

**AREA TABULATION  
AUGUSTA (D)**

LIVING AREA	1,760 SF
LANAI	261 SF
UNIT TOTAL	2,021 SF

**BUILDING 445**



**SECOND FLOOR**

NOT TO SCALE

- CE** COMMON ELEMENTS
- LCE** LIMITED COMMON ELEMENTS



**GRAND VISTA**  
GOLF INN • GOLF CLUB

PREPARED BY:  
DSI DESIGN SERVICES INC.

NOVEMBER 18, 2015

**AREA TABULATION  
OAKMONT (A)**

LIVING AREA	2,167 SF
LANAI	263 SF
UNIT TOTAL	2,430 SF

**AREA TABULATION  
OAKMONT REV (A)**

LIVING AREA	2,167 SF
LANAI	263 SF
UNIT TOTAL	2,430 SF

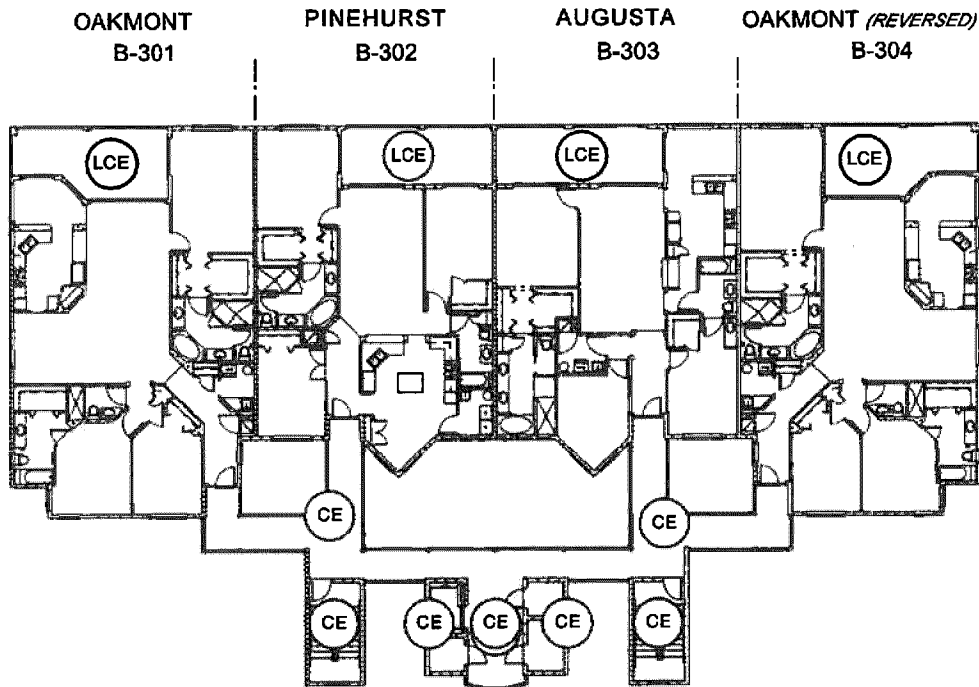
**AREA TABULATION  
PINEHURST (C)**

LIVING AREA	1,779 SF
LANAI	242 SF
UNIT TOTAL	2,021 SF

**AREA TABULATION  
AUGUSTA (D)**



LIVING AREA	1,760 SF
LANAI	261 SF
UNIT TOTAL	2,021 SF

**BUILDING 445**



**THIRD FLOOR**

NOT TO SCALE

-  COMMON ELEMENTS
-  LIMITED COMMON ELEMENTS



**GRAND VISTA**  
GOLF IN • GOLF OUT

PREPARED BY:  
DSI DESIGN SERVICES INC.

NOVEMBER 18, 2015

**EXHIBIT "C"**  
**TO DECLARATION OF CONDOMINIUM**

**Articles of Incorporation**  
**Of**  
**Grand Vista PC Condominium Association, Inc.**



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Not For Profit Corporation

GRAND VISTA PC CONDOMINIUM ASSOCIATION, INC.

### Filing Information

<b>Document Number</b>	N23000006890
<b>FEI/EIN Number</b>	93-1815215
<b>Date Filed</b>	06/06/2023
<b>Effective Date</b>	06/06/2023
<b>State</b>	FL
<b>Status</b>	ACTIVE

### Principal Address

425 RIVERFRONT DRIVE  
PALM COAST, FL 32137

Changed: 06/12/2023

### Mailing Address

C/O MAY MANAGEMENT, 1 HAMMOCK BEACH PKWY  
SUITE 102  
PALM COAST, FL 32137

Changed: 06/12/2023

### Registered Agent Name & Address

MAY MANAGEMENT SERVICES, INC.  
1 HAMMOCK BEACH PKWY  
SUITE 102  
PALM COAST, FL 32137

### Officer/Director Detail

#### **Name & Address**

Title P/D

BUCH, JAY T  
C/O MAY MGMT, 1 HAMMOCK PKWY, STE 102  
PALM COAST, FL 32137

Title S/D

8/28/23, 4:20 PM

Detail by Entity Name

GROSS, DANIELLE  
C/O MAY MGMT, 1 HAMMOCK PKWY, STE 102  
PALM COAST, FL 32137

Title T/D

BURGER, ZANDER  
C/O MAY MGMT, 1 HAMMOCK PKWY, STE 102  
PALM COAST, FL 32137

**Annual Reports**

**No Annual Reports Filed**

**Document Images**

[06/06/2023 -- Domestic Non-Profit](#) [View image in PDF format](#)

Florida Department of State, Division of Corporations

**Electronic Articles of Incorporation  
For**

N23000006890  
FILED  
June 06, 2023  
Sec. Of State  
tscott

GRAND VISTA PC CONDOMINIUM ASSOCIATION, INC.

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

**Article I**

The name of the corporation is:

GRAND VISTA PC CONDOMINIUM ASSOCIATION, INC.

**Article II**

The principal place of business address:

425 RIVERFRONT DRIVE  
PALM COAST, FL. 32137

The mailing address of the corporation is:

C/O MAY MANAGEMENT, 1 HAMMOCK BEACH PKWY  
SUITE 102  
PALM COAST, FL. 32137

**Article III**

The specific purpose for which this corporation is organized is:

TO PROVIDE AN ENTITY PURSUANT TO THE FLORIDA CONDOMINIUM  
ACT AS IT EXISTS ON THE DATE HEREOF FOR THE OPERATION OF A  
CONDOMINIUM.

**Article IV**

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

**Article V**

The name and Florida street address of the registered agent is:

MAY MANAGEMENT SERVICES, INC.  
1 HAMMOCK BEACH PKWY  
SUITE 102  
PALM COAST, FL. 32137

I certify that I am familiar with and accept the responsibilities of  
registered agent.

Registered Agent Signature: CATHERINE H. MARKS

N23000006890  
FILED  
June 06, 2023  
Sec. Of State  
tscott

### Article VI

The name and address of the incorporator is:

MICHAEL D. CHIUMENTO III  
145 CITY PLACE  
SUITE 301  
PALM COAST, FL 32164

Electronic Signature of Incorporator: MICHAEL D. CHIUMENTO III

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

### Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P/D  
JAY T BUCH  
C/O MAY MGMT, 1 HAMMOCK PKWY, STE 102  
PALM COAST, FL. 32137

Title: S/D  
DANIELLE GROSS  
C/O MAY MGMT, 1 HAMMOCK PKWY, STE 102  
PALM COAST, FL. 32137

Title: T/D  
ZANDER BURGER  
C/O MAY MGMT, 1 HAMMOCK PKWY, STE 102  
PALM COAST, FL. 32137

### Article VIII

The effective date for this corporation shall be:

06/06/2023

**WRITTEN ACTION AND CONSENT TO ACTION  
IN LIEU OF A MEETING OF THE DIRECTORS OF  
GRAND VISTA PC CONDOMINIUM ASSOCIATION, INC.**

The undersigned Directors, being 100% of the members of the Board of Directors, hereby take the following written action in lieu of holding a meeting regarding same, all pursuant to the terms of Section 607.0821, Florida Statutes.

The Articles of Incorporation of Grand Vista PC Condominium Association, Inc. are hereby amended to read as follows:

**SEE EXHIBIT "A" ATTACHED HERETO**

Dated: Aug. 14, 2023

  
\_\_\_\_\_  
JAY T. BUGH

  
\_\_\_\_\_  
DANIELLE GROSS

  
\_\_\_\_\_  
ZANDER BURGER



# EXHIBIT "A"

**ARTICLES OF INCORPORATION  
OF  
GRAND VISTA PC CONDOMINIUM ASSOCIATION, INC.  
(A Florida Corporation Not For Profit)**

In order to form a corporation not for profit under and in accordance with Chapters 617 and 718 of the Florida Statutes, the undersigned hereby incorporate into a corporation for the purpose and with the powers hereinafter set forth, and to that end, do, by these Articles of Incorporation, certify and set forth the following:

**EXPLANATION OF TERMINOLOGY**

The terms contained in these Articles of Incorporation ("Articles") which are contained in the Condominium Act, Chapter 718, Florida Statutes ("Act"), as amended through the date of recording the Declaration amongst the Public Records of Flagler County, Florida, shall have the meaning of such terms set forth in such Act, and for clarification, the following terms will have the following meanings:

- A. "Act" means Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording the Declaration amongst the Public Records.
- B. "Articles" means these Articles of Incorporation of the Association.
- C. "Association" or "Subordinate Association" (as described in the Declaration or Master Declaration) means Grand Vista PC Condominium Association, Inc., a Florida corporation not for profit, responsible for operating Grand Vista PC Condominium at Grand Haven.
- D. "Association Property" means that property, real and personal, which is owned or leased by the Association for the benefit of its Members.
- E. "Board" means the Board of Directors of the Association.
- F. "Building(s)" means the structure(s) within the Condominium Property in which the Units are located.
- G. "Bylaws" means the Bylaws of the Association.
- H. "Common Elements" means the portion of the Condominium Property not included in the Units.
- I. "Common Surplus" means the excess of receipts of the Association collected on behalf of Grand Vista PC Condominium at Grand Haven (including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements) over the Common Expenses.
- J. "Condominium Property" means the real property submitted to condominium ownership pursuant to the Declaration(s) and any amendment or amendments thereto and all improvements thereon, subject to any and all easements associated therewith, including, but not limited to, the Units and Common Elements and all easements intended for use in connection with Grand Vista PC Condominium at Grand Haven.
- K. "Condominium" means Grand Vista PC Condominium at Grand Haven.
- L. "County" means Flagler County, Florida.

M. "Declaration" means the Declaration of Condominium by which Grand Vista PC Condominium is submitted by Developer to the condominium form of ownership in accordance with the Act.

N. "Developer" means Zander Development Group, LLC, a Florida limited liability company, its successors, grantees and assigns. A Unit Owner shall not, solely by the purchase of a Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Neighborhood Documents unless such Unit Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

O. "Director" means a member of the Board.

P. "Grand Vista PC" means the name given to the planned community developed by Master Developer (as such term is defined in the Master Declaration) in the County. Grand Vista PC Condominium of Grand Haven is situated within Flagler County, Florida (as such term is defined in the Master Declaration).

Q. "Home" means "unit" as described in the Act and is that portion of the Condominium Property which is subject to exclusive ownership.

R. "Home Owner" means "unit owner" as defined in the Act and is the owner of a Home or Unit.

S. "Master Association" means the Grand Haven Master Association, Inc., a Florida corporation not for profit, organized to administer the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Grand Vista PC Master Association, recorded in O.R. Book 729, Page 259, Public Records of Flagler County, Florida, and exhibits, amendments and supplements thereto ("Master Declaration") and having among its members the "Owners" of "Lots" or "Units" within "Grand Vista PC" (as such terms are defined in the Master Declaration)". In accordance with the Master Declaration, each Unit shall be obligated for a proportionate share of assessments of the Master Association attributable to the Condominium Property.

T. "Majority Election Meeting" means that meeting described in Paragraph IX.D herein.

U. "Member" means a member or members of the Association and refers to any person, natural, or corporate, who is a Unit Owner.

V. "Neighborhood Common Expenses" means expenses for which the Unit Owners are liable to the Association as set forth in various section of the Act and as described in the Neighborhood Documents and include:

- (i) Expenses incurred in connection with operation, maintenance, repair or replacement of the "Common Elements" (as defined in the Declaration), costs of carrying out the powers and duties of the Association with respect to Grand Vista Condominium and the Condominium Property of each, cost of fire and extended coverage insurance on the Condominium Property.
- (ii) "Assessments," "Special Assessments" (as such terms are defined in the Master Declaration and any other charges or assessments levied by the Master Association against the Homes and the Condominium Property.
- (iii) Any other expenses designated as Neighborhood Common Expenses from time to time by the Board or in the Declaration.

W. "Neighborhood Documents" means in the aggregate the Declaration, these Articles, the Bylaws, any rules or regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with Grand Vista PC Condominium at Grand Haven.

X. "Phase" means those portions of the real property within Grand Vista PC Condominium at Grand Haven and improvements thereon which, as contemplated by Section 718.403 of the Act, may become part of the Condominium Property of Grand Vista PC Condominium at Grand Haven by the recording of a Declaration or an amendment thereto.

Y. "Public Records" means the Public Records of the County.

Z. "Purchaser Members" means those Unit Owners defined in Paragraph IX.C. herein.

AA. "Surface Water or Stormwater Management System" means those systems which are designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution of otherwise affect the quantity and quality of discharges.

BB. "Unit" means "unit" as described in the Act and is that portion of the Condominium Property which is subject to exclusive ownership.

CC. "Unit Owner" means "unit owner" as defined in the Act and is the owner of a Unit or Home.

DD. "Voting Certificate" means "voting certificate" as defined in the Act and is the document which designates one (1) of the record title owners, or the corporate, partnership or entity representative who is authorized to vote on behalf of a Unit owned by more than one (1) owner or by any entity.

EE. "Voting Interests" means "voting interest" as defined in the Act and are the voting rights distributed to Members pursuant to the Declaration.

**ARTICLE I  
NAME, PRINCIPAL AND MAILING ADDRESS**

The name of this Association shall be GRAND VISTA PC CONDOMINIUM ASSOCIATION, INC., whose principal and mailing address is 425 Riverfront Drive, Palm Coast, FL 32137.

**ARTICLE II  
PLAN OF DEVELOPMENT AND  
PURPOSE OF ASSOCIATION**

A. Developer intends to develop Grand Vista PC Condominium at Grand Haven on property it owns in Flagler County, Florida. Developer intends to develop Grand Vista PC Condominium at Grand Haven as a "phase condominium" as contemplated by Section 718.403 of the Act.

B. If Developer does not submit all Phases described in the Declaration to condominium ownership, then Developer may develop the land of any such Phase(s) not made a part thereof as another Grand Vista PC Condominium at Grand Haven to be administered by the Association.

C. 1. The Association shall be the condominium association responsible for the operation of all Grand Vista PC Condominium at Grand Haven subject to the terms and restrictions of the Neighborhood Documents; however, Developer reserves the right to incorporate additional association(s) if more than one (1) condominium is created within Grand Vista PC Condominium at

Grand Haven. Each Unit Owner shall be a Member of the Association as provided in these Articles. The Association is a "Subordinate Association") as defined and discussed in the Master Declaration.

2. The purpose for which this Association is organized is to maintain, operate and manage the Grand Vista PC Condominium at Grand Haven, including the Association Property, and to own portions of, operate, lease, sell, trade and otherwise deal with certain of the improvements located therein now or in the future, all in accordance with the plan set forth in the Neighborhood Documents and all other lawful purposes.

D. To the extent the Association is obligated to operate, maintain or manage the Surface Water or Stormwater Management System(s), or any portion thereof, the Association shall operate, maintain and manage the Surface Water or Stormwater Management System(s) in a manner consistent with the St. Johns River Management District ("District") Permit No. 18447-25 requirements and applicable District rules and shall assist in the enforcement of the Neighborhood Documents which relate to the Surface Water or Stormwater Management System.

**ARTICLE III  
POWERS**

The Association shall have the following powers which shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of the Neighborhood Documents or the Act.

B. The Association shall have all of the powers to be granted to the Association in the Neighborhood Documents. All provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles, including, but not limited to, the operation, maintenance, management, repair and replacement of the Condominium Property, Association Property and the Neighborhood Common Elements and the levying and collection of Neighborhood Common Expenses and Common Expenses and the promulgation and enforcement of rules and regulations.

C. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

(1) to make, establish and enforce reasonable rules and regulations governing the use of Condominium Property (including the Units, the Association Property and the Common Elements);

(2) to make, levy, collect and enforce Neighborhood Assessments and special charges and any other charges and/or fees as provided in the Neighborhood Documents against Unit Owners, in order to provide funds to pay for the expenses of the Association, the maintenance, operation and management of the Condominium and the payment of Neighborhood Common Expenses and other expenses in the manner provided in the Neighborhood Documents and the Act

and to use and expend the proceeds of such Neighborhood Assessments in the exercise of the powers and duties of the Association; and the maintenance and operation of the surface water or stormwater management system, in the manner provided in the Neighborhood Documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

(3) to collect the Neighborhood Common Expenses and Neighborhood Assessments of the Condominium;

(4) to maintain, repair, replace and operate the Condominium Property and Association Property in accordance with the Declaration and the Act;

(5) to reconstruct improvements of the Condominium Property and Association Property in the event of casualty or other loss;

(6) to enforce by legal means the provisions of the Neighborhood Documents, Master Documents and the Act. In addition to the foregoing, the District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Condominium Documents which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System to the extent the Association is obligated to maintain, operate or repair such system(s), or any portion thereof;

(7) to employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation and management of the Condominium Property and to enter into any other agreements consistent with the purposes of the Association including, but not limited to, agreements, as to the management of the Condominium Property and Association Property and agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Neighborhood Common Expenses of Condominium;

(8) to acquire, purchase, own, mortgage, and convey real and personal property and to take such other reasonable actions in that regard as determined by the Association in compliance with the Neighborhood Documents; and

(9) to carry out its duties and obligations under the Neighborhood Documents.

(10) To make, levy, collect and enforce Assessments and special charges and any other charges and/or fees as provided in the Neighborhood Documents against Unit Owners, in order to provide funds to pay for the costs of maintenance and operation of the Surface Water or Stormwater Management System located on the Condominium Property to the extent the Association is obligated for the maintenance and operation of same; and

(11) To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Condominium Property in accordance with the Declaration and the Act and, as

security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

D. All funds and the titles to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declarations, these Articles and the By-Laws.

E. The Association shall make no distribution of income to its members, Directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency, except in the event of a termination of the Condominium.

F. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act.

#### **ARTICLE IV MEMBERS**

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

A. Until such time as the Grand Vista PC Condominium at Grand Haven is submitted to condominium ownership by the recordation of the Declaration in the Public Records of Flagler County, Florida, the membership of this Association shall be comprised solely of the members of the "First Board" (as defined in Article IX hereof).

B. Once Grand Vista PC Condominium at Grand Haven is submitted to condominium ownership by the recordation of the Declaration, the Unit Owners, which shall mean in the first instance Developer as the owner of all the Units, shall be entitled to exercise all of the rights and privileges of the Members.

C. Except as set forth above, membership in the Association shall be established by the acquisition of ownership of fee title to a Unit as evidenced by the recording of a deed or other instrument of conveyance in the Public Records of Flagler County, whereupon, the membership in the Association of the prior Unit Owner shall terminate as to that Unit. Where title to a Unit is acquired from a party other than Developer, the person, persons, corporation or other legal entity thereby acquiring such Unit, shall not be a Member unless and until such acquisition is in compliance with the provisions of the applicable Declaration. New members shall deliver a true copy of the recorded deed or other instrument of acquisition of title of the Unit to the Association.

D. No Member may assign, hypothecate or transfer in any manner his or her membership in the Association or his or her share in the funds and assets of the Association except as an appurtenance to his or her Unit.

E. If a second Grand Vista PC Condominium at Grand Haven is submitted to condominium ownership, membership in the Association shall be divided into classes ("Class

Members") with Unit Owners in each Grand Vista PC Condominium at Grand Haven constituting a class. If one or more additional Grand Vista PC Condominium at Grand Haven are submitted to condominium ownership, the Unit Owners thereof who are Members of the Association shall also be Class Members as to each additional condominium.

F. With respect to voting, the following provisions apply:

1. Either the membership as a whole shall vote or the Class Members shall vote, which determination shall be made in accordance with subparagraphs F.2 and F.3 below. In any event, however, each Unit shall be entitled to one (1) vote, which vote(s) shall be exercised and cast in accordance with the Declaration and the Neighborhood Documents. In the event there is more than one (1) owner with respect to a Unit as a result of the fee interest in such Unit being held by more than one (1) person or entity, such owners collectively shall be entitled to one (1) vote for each Unit owned in the manner determined by the Declaration. The following provisions shall govern the right of each member to vote and the manner of exercising such right:

2. In matters that require a vote, voting shall take place as follows:

(a) Matters substantially pertaining to a particular Grand Vista PC Condominium at Grand Haven or any combination of Grand Vista PC Condominium at Grand Haven shall be voted upon only by the Class Members of the applicable Grand Vista PC Condominium at Grand Haven and shall be determined by a vote of the majority of such Class Members at any meeting having a proper quorum (as determined in accordance with the Bylaws); and

(b) Matters substantially pertaining to all of the Grand Vista PC Condominium at Grand Haven or the Association as a whole shall be voted on by the Membership and shall be determined by a vote of the majority of the Membership in attendance at any meeting having a quorum (as determined in accordance with the Bylaws).

(3) Any decision as to whether a matter substantially pertains to a particular Grand Vista PC Condominium at Grand Haven or any combination of or all of the Grand Vista PC Condominium at Grand Haven or to the Association as a whole, for purposes of voting, shall be determined solely by the Board. Notwithstanding the foregoing, no action or resolution affecting a Grand Vista PC Condominium at Grand Haven or any combination of Grand Vista PC Condominium at Grand Haven which the Board determines requires the vote of the Members as a whole shall be effective with regard to Grand Vista PC Condominium at Grand Haven unless the Class Members of the particular Grand Vista PC Condominium at Grand Haven or any combination of Grand Vista PC Condominium at Grand Haven so affected shall be given the opportunity to also vote on said action or resolution as a class or classes.

(4) The membership shall be entitled to elect the Board as provided in Article IX of these Articles.

(5) Notwithstanding any other provisions of these Articles, on matters which require voting by the Members, if the question is one upon which, by express provisions of the Act or the Neighborhood Documents (provided the express provisions of the Neighborhood Documents



are in accordance with the requirements of the Act), requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

**ARTICLE V  
TERM**

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

**ARTICLE VI  
INCORPORATOR**

The name and address of the incorporator to these Articles is Michael D. Chiumento III, Chiumento Selis Dwyer, P.L., 145 City Place, Suite 301, Palm Coast, FL 32164.

**ARTICLE VII  
OFFICERS**

A. The affairs of the Association shall be managed by a President, one (1) or more Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as it deems necessary to administer or assist in the administration of the operation or management of the Association and Developer shall have the right to be reimbursed for expenses incurred by Developer on behalf of the Association in managing the Association.

B. The Board shall elect the President, the Vice President, the Secretary, the Treasurer and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in Section 4.1 of the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary, Assistant Secretary.

**ARTICLE VIII  
FIRST OFFICERS**

The names of the officers who are to serve until the first election of officers by the Board of Directors are as follows:

President	-	<u>Jay T. Buch</u>
Secretary	-	<u>Danielle Gross</u>
Treasurer	-	<u>Zander Burger</u>

## ARTICLE IX BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of Directors (the "First Board") and the "Initial Elected Board" (as hereinafter defined) and all Boards elected prior to the Annual Members' Meeting following the "Developer's Resignation Event" (as hereinafter defined) shall be no less than three (3) nor more than seven (7). The number of Directors elected by the Members subsequent to the Developer's Resignation Event shall be as provided in Paragraph K of this Article IX. Except for Developer appointed Directors, Directors must be Members or the spouses, parents or children of Members except that if a Unit is owned by an entity and not an individual, such entity may appoint an individual on its behalf to be eligible to serve on the Board of Directors.

B. The names and addresses of the persons who are to serve as the First Board are as follows:

Jay T. Buch	-	c/o May Management 1 Hammock Beach Parkway, Suite 102 Palm Coast, FL 32137
Danielle Gross	-	c/o May Management 1 Hammock Beach Parkway, Suite 102 Palm Coast, FL 32137
Zander Burger	-	c/o May Management 1 Hammock Beach Parkway, Suite 102 Palm Coast, FL 32137

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided. Developer reserves the right to remove any Director from the First Board and the right to remove any Director designated by Developer in accordance with these Articles.

C. Upon the conveyance by Developer to Unit Owners other than Developer ("Purchaser Members") of fifteen percent (15%) or more of the "Total Homes" (as hereinafter defined (as evidenced by the recordation of deeds), including Units located in all Grand Vista PC Condominium at Grand Haven, the Purchaser Member shall be entitled to elect one-third (1/3) of the Board, which election shall take place at the Initial Election Meeting. Developer shall designate the remaining

Directors on the Board at the Initial Election Meeting. The Director to be so elected by the Purchaser Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their elections and qualification. Subject to the provisions of Paragraph IX.D below, the Initial Elected Board shall serve until the next Annual Members' Meeting, whereupon, the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Meeting until such time as the Purchaser Members are entitled to elect no less than a majority of the Directors on the Board. Developer reserves the right, until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this Paragraph IX.C.

The term "Total Homes" means the number of Homes or Units contemplated for Grand Vista PC Condominium at Grand Haven (less the number of Homes or Units in Grand Vista PC Condominium at Grand Haven which Developer decides neither to submit as part of Grand Vista PC Condominium at Grand Haven as provided in the Declaration nor submit to condominium ownership as a separate Grand Vista PC Condominium at Grand Haven condominium).

D. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of certain events.

1. Purchaser Members other than the Developer are entitled to elect not less than a majority of the Board upon the happening of any of the following, whichever shall first occur (reciting the provisions of Sections 718.301(1)(a)-(e), F.S., as required by Rule 61B-17.0012, F.A.C.):

(a) Three (3) years after 50% of the Total Homes have been conveyed to purchasers;

(b) Three (3) months after 90% of the Total Homes have been conveyed to purchasers;

(c) When all of the Total Homes 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 Total Homes have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(e) Seven years after recordation of the declaration of condominium, or in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates, or in the case of an association operating a phase condominium, created pursuant to Section 718.403, Florida Statutes, 7 years after recordation of the declaration creating the initial phase, whichever occurs first. The developer is entitled to elect at least one member of the Board

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

2. Notwithstanding the above, Article IX.D (1), Developer shall have the right to at any time, upon written notice to the Association, relinquish its right to designate a majority of the Board.

E. The election of not less than a majority of Directors by the Purchaser Members shall occur at a meeting of the membership to be called by the Board for such purpose (the "Majority Election Meeting").

F. At the Majority Election Meeting, Purchase Members shall elect two (2) Directors and Developer, until the Developer's Resignation Event, shall be entitled to designate one (1) Director. Developer reserves the right, until the Developer's Resignation Event, to name the successor, if any, to any Director it has so designated; provided, however, developer shall in any event be entitled to exercise any right it may have to representation on the Board as granted by law, notwithstanding the occurrence of the Developer's Resignation Event.

G. At the first Annual Members' Meeting held after the Majority Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. A number equal to fifty percent (50%) of the total number of Directors rounded to the nearest or next whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. The remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

H. The Board shall continue to be elected by the Members subject to Developer's right to appoint a member to the Board as specified in the Act at each subsequent Annual Members' Meeting, until Developer is no longer entitled to appoint a member to the Board.

I. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within seventy-five (75) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of the election shall be forwarded to all members in accordance with the Bylaws; provided, however that the

Members shall be given at least sixty (60) days' notice of such election. The notice shall also specify the number of Directors that shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.

J. Developer shall cause all of its designated Directors to resign when Declarant no longer holds at least five percent (5%) of the sum of the Total Homes for sale in the ordinary course of business. In addition, Developer may at any time, in its sole discretion, cause the voluntary resignation of all of the Directors designated by it. The happening of either such event is herein referred to as the "Developer's Resignation Event". Upon the Developer's Resignation Event, the Directors elected by Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of the Developer's designated Directors. These successor Directors shall serve until the next Annual Members' Meeting and until their successors are elected and qualified; provided, however, nothing herein contained shall be deemed to waive any right to representation on the Board which Developer may have pursuant to the Act. Developer specifically reserves the right to assert any right to representation on the Board it may have pursuant to the Act, notwithstanding that the Developer's Resignation Event may have previously occurred.

K. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, the number of Directors to be elected shall be determined by the Board from time to time, but there shall not be less than three (3) Directors nor more than seven (7).

L. The following provisions shall govern the right of each Director to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Director.
2. All of the Directors of the Board shall vote thereon as one (1) body, without distinction as to class, on matters which pertain to the Association, the Association Property, or all Grand Vista PC Condominium at Grand Haven.
3. In the case of deadlock by the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.

## **ARTICLE X POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

All of the powers and duties of the Association shall be exercised by the Board in accordance with the provisions of the Act and the Neighborhood Documents, where applicable, and shall include, but not be limited to, the following:

A. Making and collecting Neighborhood Assessments or any other assessments provided for in the Declaration against Members to defray the costs of the Neighborhood Common Expenses; collecting that portion of Common Expenses attributable to Unit Owners in Grand Vista PC Condominium at Grand Haven as determined in accordance with the Master Declaration.

B. Using the proceeds of Neighborhood Assessments in the exercise of the powers and duties of the Association and the Board.

C. Maintaining, repairing and operating the improvements within Grand Vista PC Condominium at Grand Haven.

D. Reconstructing improvements after casualties and losses and making further authorized improvements within Grand Vista PC Condominium at Grand Haven.

E. Making and amending rules and regulations with respect to all Grand Vista PC Condominium at Grand Haven administered by the Association for the Association Property.

F. Enforcing by legal means the provisions of the Neighborhood Documents and Master Documents.

G. Contracting for the management and maintenance of the Condominium Property and Association Property, authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Neighborhood Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of improvements or portions thereof for which the Association has such responsibility and other services with funds that shall be made available by the Association for such purposes and terminating such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Neighborhood Documents and the Act including, but not limited to, the making of Neighborhood Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.

H. Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability in accordance with the Act and the Neighborhood Documents and acquiring one insurance policy to insure the Condominium Property and Association Property to allocate the premiums therefor in a fair and equitable manner.

I. Paying costs of all power, water, sewer and other utility services rendered to the Condominium Property and Association Property of any Grand Vista PC Condominium at Grand Haven administered by the Association and not billed directly to Unit Owners.

J. Hiring and retaining such employees as are necessary to administer and carry out the services required for the property administration and purposes of this Association and paying all salaries therefor.

K. Engaging in mandatory non-binding arbitration as provided for in Section 718.112(2)(a)2 of the Act for the settlement of disputes as provided for in Section 718.1255 of the Act. The provisions of Sections 718.112(2)(a)2 and 718.1255 are incorporated by reference herein.

L. Preparing a question and answer sheet, if and as required by the Act and the rules promulgated in the Florida Administrative Code by the Division of Florida Land Sales, Condominiums and Mobile Homes, and updating the question and answer sheet at least annually.

M. Maintaining an adequate number of copies of the Neighborhood Documents, as well as the question and answer sheet referred to in Paragraph X.L. above, on the Condominium Property to ensure their availability to Unit Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.

N. Ensuring that the following contracts shall be in writing:

- (i) Any contract for the purchase, lease or renting of materials and equipment which is not to be fully performed within one (1) year from the date of execution of the contract.
- (ii) Any contract, regardless of term, for the provision of services; other than contracts with employees of the Association, and contracts for attorneys and accountant services, and any other service contracts exempted from the foregoing requirement by the Act or rules set forth in the Florida Administrative Code as the relate to condominiums.

O. Obtaining competitive bids for materials, equipment and services where required by the Act and rules set forth in the Florida Administrative Code as they relate to condominiums.

P. All other powers and duties reasonably necessary to operate and maintain all Grand Vista PC Condominium at Grand Haven administered by the Association in compliance with the Neighborhood Documents and the Act.

#### **ARTICLE XI INDEMNIFICATION**

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon them in connection with any proceeding, litigation or settlement in which he or she may become involved by reason of his or her being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he or she is a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all right of indemnification to which a Director or officer may be entitled whether by statute or common law. The indemnification hereby afforded to Directors and officers shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers, including, but not limited to Developer.

## **ARTICLE XII BY-LAWS**

The By-Laws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded only by the affirmative vote of at least 51% of the total votes of the Members present at an Annual Members' Meeting or special meeting of the membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

## **ARTICLE XIII AMENDMENTS**

A. Prior to the recording the Declaration among the Public Records of the County, these Articles may be amended by an instrument in writing signed by the President (or a Vice President) and the Secretary (or an Assistant Secretary) and filed in the Office of the Secretary of State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended and give the exact language of such amendment and give the date of adoption of the amendment by the Board. A certified copy of each such amendment shall always be attached to any certified copy of these Articles or a certified copy of the Articles as restated to include such Amendments and shall be an exhibit to each Declaration upon the recording of each Declaration. This Article XIII is intended to comply with Chapter 617, Florida Statutes.

B. After recording the Declaration among the Public Records of the County, these Articles may be amended in the following manner:

1. The Board, as a whole, shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one meeting;

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the Bylaws for the giving of notice of Meetings of Members ("Required Notice");

3. At such meeting a vote of the Members shall be taken on the proposed amendments. The proposed amendment shall be adopted only upon receiving the affirmative vote of at least 51% of the total votes of all Members entitled to vote thereon; or

4. An amendment may be adopted by a written statement signed by all Directors and written consent of Members representing the Voting Interest sufficient to pass the amendment if the vote were to be taken at a meeting where all Members are present and setting forth their intention that an amendment to the Articles be adopted. Where an amendment is passed by written consent in lieu of meeting, those Members not submitting written consent shall be notified in writing of the passage thereof.



C. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

D. A copy of each amendment shall be certified by the Secretary of State of Florida and, after the recordation of the Declaration, recorded among the Public Records of the County as an amendment to the Declaration.

E. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article IX hereof, without the prior written consent thereto by Developer nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of the holder, guarantor or insurer of a first mortgage on any Unit or of any "Institutional Mortgagee" (as defined in each Declaration) without its prior written consent.

F. Amendment – Any amendment to the Condominium Documents which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the District.

**ARTICLE XIV  
EMERGENCY POWERS**

The following shall apply to the extent not viewed to be in conflict with the Act:

A. During any emergency defined in Paragraph XIV.E below or in anticipation of such emergency, the Board may:

1. Modify lines of succession to accommodate the incapacity of any Director, officer, agent or employee of the Association; and
2. Relocate the principal office of the Association or designate alternate principal offices or authorize officers to do so.

B. During any emergency defined in Paragraph XIV.E below:

1. One or more officers of the Association present at a meeting of the Board may be deemed to be Directors for the meeting, in order of rank and within the same order of rank in order of seniority, as necessary to achieve a quorum; and
2. The Director or Directors in attendance at a meeting shall constitute a quorum.

C. Corporate action taken in good faith during an emergency under this Article XIV to further the ordinary affairs of the Association:

1. Binds the Association; and
2. May not be used to impose liability on a Director, officer, employee or agent of the Association.

D. A Director, officer or employee of the Association acting in accordance with any emergency bylaws is only liable for willful misconduct.

E. An emergency exists for the purposes of this Article XIV if a quorum of the Directors cannot readily assemble because of a catastrophic event.

**ARTICLE XV  
HUD APPROVAL**

With the exception of the Land and improvements contemplated to be submitted to condominium ownership pursuant to the Declaration, annexation of additional properties, mergers and consolidations, mortgaging of common area, dissolution and amendment of the Articles, requires prior approval of U.S. Department of Housing and Urban Development ("HUD") or the U.S. Department of Veteran Affairs ("VA") as long as Developer owns any Units in Grand Vista PC Condominium at Grand Haven.

**ARTICLE XVI  
DISSOLUTION**

The Association may be dissolved only upon (a) a resolution duly adopted by the Board, and (b) the affirmative vote of the Members of not less than 51% of the Units, and (c) so long as Developer or any of Developer's affiliates owns any property subject to the Declaration or which may be unilaterally subjected to the Declaration, the consent of the Developer, for so long as Developer holds any Units for sale in the ordinary course of business. Upon dissolution of the Association, if VA is guaranteeing or HUD is insuring the mortgage on any Unit, then unless otherwise agreed to in writing by HUD or VA, any remaining real property of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such dedication is refused, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes. Such requirement shall not apply if VA is not guaranteeing and HUD is not insuring any mortgage; provided if either agency has granted project approval for the Condominium, then HUD and/or VA shall be notified of such dissolution.

To the extent the Association is obligated to operate, maintain or manage the Surface Water to Stormwater Management System(s), or any portion thereof, in the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System shall be transferred to and accepted by an entity which complies with Section 40C-42.027, F.A.C., and such entity shall be approved by the District prior to any termination, dissolution or liquidation of the Association.

**ARTICLE XVII  
REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the initial registered office of the Association is 145 City Place, Suite 301, Palm Coast, Florida 32164 and the initial registered agent of the Association at that address shall be Michael D. Chiumento III.

**ARTICLE XVIII  
CONFLICT**

In the event of any conflict between the provisions of these Articles and the provisions of the Declarations the provisions of the Declarations shall prevail. In the event of any conflict between the provisions of these Articles and the provisions of the By-Laws, the provisions of these Articles shall prevail.

**ARTICLE XIX  
EXISTENCE OF ASSOCIATION**

The existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida.


IN WITNESS WHEREOF, the Incorporator has caused these Articles of Incorporation to be executed this 20<sup>th</sup> day of September 2023.

  
\_\_\_\_\_  
MICHAEL D. CHIUMENTO III

STATE OF FLORIDA  
COUNTY OF FLAGLER

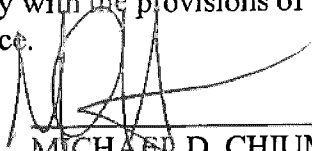
I HEREBY CERTIFY that before me this day, <sup>by physical presence</sup> personally appeared MICHAEL D. CHIUMENTO III, to me known and known to me to be the individual described in and who executed the foregoing Articles of Incorporation and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State named above this 20 day of September 2023.

  
\_\_\_\_\_  
Notary Public



The undersigned, having been named to accept service of process for the above stated corporation, at the place designated in Article XV of the Articles of Incorporation, hereby accepts to act in this capacity and agrees to comply with the provisions of Section 49.091, Florida Statutes, relative to keeping open said office.

  
MICHAEL D. CHIUMENTO III

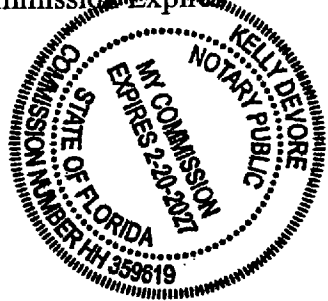
STATE OF FLORIDA       )  
COUNTY OF FLAGLER    )

I HEREBY CERTIFY that on this 20 day of September, 2023, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared MICHAEL D. CHIUMENTO III, to me known to be the person described as Initial Registered Agent of Grand Vista PC Condominium Association, Inc., and who executed the foregoing acceptance; and he acknowledged before me that he executed the same for the purposes therein expressed.

*by physical presence*

  
NOTARY PUBLIC  
My Commission Expires

[SEAL]



**EXHIBIT "D"**  
**TO**  
**DECLARATION OF CONDOMINIUM**

**Bylaws of Grand Vista PC Condominium Association, Inc.**

**BYLAWS  
OF  
GRAND VISTA PC CONDOMINIUM ASSOCIATION, INC.**

**Article I  
Identifying Data**

**Section 1. Name of Association.** The name of this corporation shall be Grand Vista PC Condominium Association, Inc. and hereinafter the corporation shall be referred to as the Association. These are the By-Laws of the Grand Vista PC Condominium Association, Inc. as duly adopted by its Board of Directors. The Association is a corporation not for profit, organized pursuant to and under Chapters 617 and 718 of the Florida Statutes for the purpose of administering the condominium located in Flagler County, Florida.

**Section 2. Address of Association.** The principal office of the Association shall ultimately be at the condominium complex known as Grand Vista PC Condominium, which is located at 425 Riverfront Drive, Palm Coast, Flagler County, Florida, or such other place as may be designated by the Board of Directors.

**Article II  
Terms And Meanings**

The terms used herein shall have the meanings as defined in the Florida Condominium Act, which comprises Chapter 718 of the Florida Statutes and is herein referred to as the Condominium Act.

**Article III  
Membership In The Association**

**Section 1. Membership.** Membership in the Association shall be limited to unit owners of condominium units in at Grand Vista PC Condominium, and transfer of such membership shall be made only as a part of and incident to the transfer of ownership of such condominium unit, with such transfers being subject to and controlled by the transfer procedures set forth in the Declaration of Condominium.

**Section 2. Roster of Membership.** The Secretary of the Association shall maintain a roster of the membership entitled to vote at the meetings as hereinafter provided.

**Article IV  
Meetings Of The Membership**

**Section 1. Location.** All meetings of the Association, unless otherwise provided for in the notice of such meetings, will take place at the office of the Association.

## Section 2. Annual Meeting.

A. The regular annual meetings shall be held each year at a specific time and place to be determined by the Board of Directors, provided that there shall be an annual meeting every calendar year and no later than thirteen (13) months after the last annual meeting. Unless, or until changed by the Board of Directors, the annual meeting shall be held on the first Tuesday in May.

B. At the annual meeting, except as heretofore set forth and as otherwise provided in the Articles of Incorporation, a Board of Directors shall be elected which shall also be known as the Board of Administration, and such other business shall be transacted as may properly come before the meeting.

C. Written notice, which notice must include an agenda, shall be mailed to each unit owner at least 60 days prior to the annual meeting and shall be posted in a conspicuous place on the condominium property at least 60 continuous days preceding the annual meeting. Upon notice to the unit owners, the Board shall by duly adopted rule designate a specific location on the condominium property or association property upon which all notices of unit owner meetings shall be posted. 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. Where a unit is owned by more than one person, the association shall provide notice, for meetings and all other purposes, to that one address which was initially identified for that purpose and thereafter as one or more of the owners of the unit shall so advise the association in writing, or if no address is given or the owners of the unit do not agree, to the address provided on the deed of record. An officer of the association, or the manager or other person providing notice of the association meeting, shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the association affirming that the notice was mailed or hand delivered, in accordance with this provision, to each unit owner at the address last furnished to the association.

## Section 3. Special Meetings.

A. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President and shall be called by the President or Secretary, at the request in writing of the holders of not less than one-tenth of all of the voting interests entitled to vote at the meeting. Such requests shall state the purpose or purposes of the proposed meeting.

## Section 4. Voting Interests.

A. At each meeting of the Association, the owner of each unit shall be entitled to one vote. Where a unit is owned by more than one person, the vote for such unit shall be cast by any one of the owners of a unit or the primary occupant, if title is held in the name of an entity rather than an individual. If the right of the individual casting the vote for the unit is challenged by any other person or entity having an ownership interest in the same unit then the vote for that unit shall not be permitted or counted unless or until all entities having an ownership interest in the Unit agree as to which of them shall have the right to vote.

B. When a Corporation is the owner of a unit the vote for that unit may be cast by any director or officer of the corporation unless there is a dispute by an officer, director or stockholder of the corporation as to who holds such right and the Association is notified of such dispute in which

case the Corporation shall be required to produce a corporate resolution naming the proper person to cast the vote. Otherwise the vote for that unit shall not be considered on the matter before the Association.

C. When the unit is owned in the name of a Partnership or Trust, any partner or trustee shall have the right to cast the vote for the unit unless it is challenged by another partner, trustee or beneficiary in which case the vote shall not be considered unless adequate proof of the right to cast the vote is presented to and accepted by the Board of Directors.

D. The total number of votes shall be equal to the total number of units in the condominium and each individual vote of a unit must be cast as a whole and not in parts.

Section 5. Quorum. Members entitled to vote and representing owners of one-third (1/3rd) of the units, present in person or by written proxy, shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statutes, by the Articles of Incorporation, or by these Bylaws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business. When a quorum is present at any meeting, the vote of a majority of the voting interests present in person or represented by written proxy entitled to vote, shall decide any question brought before the meeting unless the question is one upon which a definite percentage of the vote is required by express provision of the statutes, the Articles of Incorporation, the Declaration of Condominium or these Bylaws, in which case such expressed provision shall govern and control the decision on such question.

Section 7. Required Approvals. Any approval by unit owners called for by Florida Statutes, or the applicable declaration or bylaws, including, but not limited to, the approval requirements in Florida Statutes § 718.112(2)(e), shall be made at a duly noticed meeting of unit owners and shall be subject to all requirements of the Florida Statutes or the applicable condominium documents relating to unit owner decision making except that unit owners may take action by written agreement, without meetings on matters for which action agreement without meetings is expressly allowed by the applicable bylaws or declaration or any Florida Statute which provides for the unit owner action.

Section 8. Consent To Action Without Meeting or Waiver. Whenever the vote of members at a meeting is required or permitted by any provision of the statutes, the Articles of Incorporation, Declaration of Condominium or these Bylaws, to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if a majority of the voting interest that would have been entitled to vote if such meeting were held, shall consent in writing to such action being taken.

Section 9. Waiver. Unit owners may waive notice of any meeting, whether annual or special, unless such waiver is prohibited by these Bylaws or Declaration of Condominium, or any Florida Statute.



Section 10. Right to Vote and Proxies. At any meeting of the members, every voting interest having the right to vote shall be entitled to vote in person or by a limited proxy. Proxy voting shall be governed by the following:

- A. No unit owner may vote by general proxy except as provided for herein.
- B. Limited and general proxies may be used to establish a quorum.
- C. Unit owners may vote by limited proxies substantially conforming to the forms adopted by the State of Florida Division of Condominiums, Timeshares, and Mobile Homes.
- D. Limited proxies may be used for votes taken:
  - 1) to waive or reduce reserves as permitted by Florida Statutes § 718.112(f)2.
  - 2) to amend the Declaration of Condominium pursuant to Florida Statutes § 718.110.
  - 3) to amend the Articles of Incorporation or bylaws pursuant to Florida Statutes § 718.112.
  - 4) for any other matter for which Chapter 718 Florida Statutes requires or permits by vote of the unit owners.
- E. No proxy limited or general shall be used in the election of board members.
- F. General proxies may be used for other matters for which limited proxies are not required.
- G. General proxies may be used in voting for non-substantial changes in items for which a limited proxy is required and given.
- H. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it is given.
- I. Every proxy is revocable at any time at the pleasure of the unit owner who executed it.

### Article V

#### Members Of The Board Of Administration And Directors

Section 1. Titles. The Directors of the Association shall be members of the Board of Administration with the titles being interchangeable within the meaning of these Bylaws and the other related condominium documents.

Section 2. Number. The number of Directors which shall constitute the entire Board of Administration shall be not less than three (3). Until changed by a majority vote at a duly called annual meeting of the members, the number of Directors shall be three (3).

Section 3. Term. The term of the Directors shall be for the period from the date of their election or appointment until their successors have been elected at the next annual meeting.

Section 4. First Board of Directors. The Developer shall be entitled to appoint the members of the Board of Directors until such time as the members are entitled to elect a Director or Directors, as the case may be. At such time as the members are entitled to elect a Director or Directors, the Developer's right to appoint Directors shall be limited to those Director positions which the membership is not entitled to elect.

The members of the first Board of Directors shall serve until they are replaced by the Developer or until the unit owners elect their successors as hereinafter provided and any vacancies occurring before the election of their successors shall be filled through appointment by the Developer.

Section 5. Subsequent Members of Board of Directors.

A. Transfer of association control shall be handled according to Florida Statute Section 718.301(1)-(2) (2014) and is as follows:

*(1) If unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer are entitled to elect at least one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect at least a majority of the members of the board of administration of an association, upon the first to occur of any of the following events:*

- (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;*
- (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;*
- (e) When the developer files a petition seeking protection in bankruptcy;*
- (f) When a receiver for the developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days after appointment of the receiver that transfer of control would be detrimental to the association or its members; or*
- (g) Seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first; or, in the case of an association that may ultimately operate more than one condominium, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first, for the first condominium it operates; or, in the case of an association operating a phase condominium*

*created pursuant to s. 718.403, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first.*

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

*(2) Within 75 days after the unit owners other than the developer are entitled to elect a member or members of the board of administration of an association, the association shall call, and give not less than 60 days' notice of an election for the members of the board of administration. The election shall proceed as provided in s. 718.112(2)(d). The notice may be given by any unit owner if the association fails to do so. Upon election of the first unit owner other than the developer to the board of administration, the developer shall forward to the division the name and mailing address of the unit owner board member.*

**B. The Developer is entitled to designate at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units in the condominium operated by the Association.**

Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned units in the same manner as any other unit owner, except for purposes of re-acquiring control of the Association or selecting the majority of members of the Board of Directors.

Nothing contained in this Section shall be deemed to prevent the Developer from transferring the control of the association to unit owners other than the Developer before the occurrence of the events described in this Section.

**C. Within seventy-five (75) 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 sixty (60) days' notice of a meeting of 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.**

**D. At 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 (or with respect to financial records, not more than ninety (90) days thereafter), the Developer shall deliver to the Association, at the Developer's expense, all property of the units owners and of the Association held or controlled by the Developer and all items and documents that the Developer is required to deliver or turn over to the Association under the provisions of the Florida Condominium Act.**

Section 6. Election of Directors. Election of Directors shall be conducted in the following manner:

The members of the board of administration shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the board of administration, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless otherwise provided in Chapter 718 of the Florida Statutes, or the rules promulgated pursuant to such Statute. Not less than 60 days before a scheduled election, the association shall mail or deliver, whether by separate association mailing or included in another association mailing or delivery, including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election. Any unit owner or other eligible person desiring to be a candidate for the board of administration must give written notice to the association not less than 40 days before a scheduled election.

Together with the written notice and agenda as provided for in Florida Statute 718.112(2)(d)2, the Association shall mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the association shall include an information sheet, no larger than 8 ½ inches by 11 inches, which must be furnished by the candidate not less than 35 days before the election to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the association. The Association shall have no liability for the contents of the information sheets prepared by the candidates. In order to reduce costs, the association may print or duplicate the information sheets on both sides of the paper. The aforesaid second notice shall be given not less than fourteen (14) days before the election. Any voting procedures established by the Division of Florida Condominiums, Timeshares, and Mobile Homes shall apply to the voting process. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the board of administration. No unit owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A unit owner who needs assistance in casting the ballot for the reasons stated in Florida Statute 101.051 may obtain assistance in casting the ballot. Any unit owner violating this provision may be fined by the association in accordance with Florida Statute 718.303. The regular election shall occur on the date of the annual meeting. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the board.

Section 7. Vacancy and Removal. The method of removing board members by recall and the procedures for filling vacancies thus created shall be in accordance with Florida Administrative Code Rules 61B-23.0026 and 61B-23.0028 and Florida Statute 718.112(2)(j). Other vacancies shall be filled in accordance with Florida Administrative Code Rule 61B-23.0021 and Florida Statute 718.112(2)(j).

Section 8. Removal by Developer.

A. Any Directors appointed by the Developer may be removed and replaced by the Developer prior to turn over of control of the Association to the Unit Owners.

B. The original Directors, or any Director appointed by the Developer to fill a vacancy arising prior to the turnover of control by the Developer as provided for in Florida Statutes § 718.301, shall not be capable of being removed by vote of the voting interests.

Section 9. Salaries or Fees. The salaries or fees, if any, to be paid to Directors, after the unit owners have elected all members of the Board of Directors, shall be determined by a majority vote of the members at the general membership meetings.

Section 10. Powers. The property and business of the corporation shall be managed and administered by the Board of Directors, which may exercise all corporate powers specifically set out in the Condominium Act, the Articles of Incorporation, or the Declaration of Condominium, which powers may be delegated to its agents, officers, contractors or employees, subject only to approval by the unit owners when that is specifically required.

Section 11. Meetings of Board of Directors.

A. Annual Meetings. After proper notice the annual meeting of each Board of Directors newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practical. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting;

B. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the President or a majority of the Board of Directors. Notice of any meeting in which 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.

C. Unit Owner Attendance. Meetings of the board of administration and any committee thereof at which a quorum of the members of that committee is present shall be open to all unit owners. Any unit owner may tape record or videotape meetings of the board of administration subject to the rules set forth in Florida Administrative Code Rule 61B-23.002. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items subject to the rules set forth in Florida Administrative Code Rule 61B-23.002. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least 48 continuous hours preceding the meeting except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the board. Such emergency action shall be notified and ratified at the next regular meeting of the board. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use, will be considered shall be mailed or delivered to the unit owners and posted conspicuously on the condominium property not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the association. Upon notice to the unit owners, the board shall, by duly adopted rule, designate a specific location on the condominium property or association property upon which all notices of board meetings shall be posted. Notice of any meeting in which regular assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

D. Quorum. A majority of the Board of Directors shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board of Directors.

E. Adjourned Meetings. If at any meeting of the Board of Administration there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present.

F. Joinder in Meeting by Approval of Minutes. Directors not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the secretary at or prior to the meeting, however, such approval or disapproval may not be used as a vote for or against the action taken and may not be used for purposes of creating a quorum.

G. Presiding Officer. The Presiding officer of Directors meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

H. Order of Business. The order of business at all meetings of the Board of Directors shall be as follows:

- 1.) Roll call.
- 2.) Reading of Minutes of the last meeting.
- 3.) Consideration of communications.
- 4.) Resignations and elections.
- 5.) Reports of officers and employees.
- 6.) Reports of committees.
- 7.) Unfinished business.
- 8.) Original resolutions and new business.
- 9.) Adjournment.

I. Minutes. The Minutes of all meetings shall be kept in a book available for inspection by unit owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these Minutes for a period of not less than seven years.

## **Article VI Officers**

Section 1. Executive Officers. The executive officers of this corporation shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected annually by said Board of Directors. Any two of said offices may be united in one person except that the President shall not also be the Secretary, or an Assistant Secretary of the corporation. If the Board of Directors so determines, there may be more than one Vice President.

Section 2. Subordinate Officers. The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office at the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers: Removal. All officers and agents shall be subject to removal, with or without cause at any time by action of the Board of Directors. The Board of Directors may delegate powers of removal of subordinate officers and agents to any officer.

Section 4. President. The President shall be the chief executive officer of the Association; shall preside at all meetings of the members and directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

Section 5. Vice President. The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

Section 6. Secretary.

A. The Secretary shall keep the Minutes of the meetings of the members and of the Board of Directors.

B. He shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

C. He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these Bylaws.

D. He shall keep the register of the Post Office addresses of each unit owner which shall be furnished to the Secretary by such unit owner.

E. In general he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer.

A. The Treasurer shall keep full, accurate accounts of receipts and disbursements, and shall keep all books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the corporation as ordered by the Board, get proper vouchers for such disbursements, shall render to the President and Directors at the regular meeting of the Board or whenever they may require an account of all his transactions as Treasurer and of the financial condition of the corporation.

C. He may be required to give the corporation a bond in the sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office and the restoration to the corporation, in the case of his death, resignation or removal from office, of all

books, papers, vouchers, money or other property of whatever kind in his possession belonging to the corporation.

Section 8. Vacancies. If the office of the President, Vice President, Secretary or Treasurer, one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors by a majority vote of the whole Board of Directors provided for in these Bylaws may choose a successor or successors who shall hold office for the unexpired term.

Section 9. Resignations. Any Director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date.

Section 10. Salaries Fees. The salaries or fees, if any, to be paid to officers shall be determined by the Directors and subject to approval by a majority of the members.

#### Article VII Bonding Of Certain Persons

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

#### Article VIII Finances

Section 1. Fiscal Year. The fiscal year shall commence on the first day of the month in which the Declaration is recorded and end the last day of the twelfth month after the Declaration is recorded. For example, if the Declaration is recorded January 10, the fiscal year will begin January 1 and end December 31. The Board of Directors may establish a different fiscal year and must notify each of the then existing members of the change.

Section 2. Depository And Checks. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. All checks or demands for money and notes of the Association shall be signed by and one (1) of the following officers: President, Vice-President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Administration may from time to time designate. The Board of Administration, by resolution, may require more than one (1) signature.

#### Section 3. Annual Budget.

A. The Board of Directors shall propose an annual budget each year and shall mail a copy of the Association's proposed annual budget of common expenses to each Unit Owner not less than fourteen (14) days prior to the meeting of the Board of Administration at which the budget will be considered together with a notice of that meeting. Such meeting of the Board of Administration shall be open to all Unit Owners.



B. The Board of Directors may approve annual budgets so long as the amount does not exceed one hundred fifteen percent (115%) of the Assessment for the preceding year.

C. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to those expenses listed in Florida Statutes § 718.504(21). In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance for any item for which the deferred maintenance expense or replacement cost is greater than \$10,000.00. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which shall be based upon the estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. Prior to turn-over of control of the association by the Developer to non-developer unit owners, the Developer may, pursuant to Florida Statute 718.112(2)f)2, vote to waive the reserves or reduce the funding of reserves for the first two fiscal years of operation of the Association beginning with the year in which the Declaration of Condominium is recorded, after which time, reserves may be waived or reduced only upon a majority vote of the non-developer owners at a duly called meeting of the Association. If a meeting of the unit owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget shall go into effect.

Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts and shall be used only for authorized reserve expenditures, unless their use for other purposes is approved in advance by a majority vote at a duly called meeting of the Association. Prior to turnover of control of an association by a developer to unit owners other than the Developer pursuant to Florida Statute § 718.301, the Developer-controlled Association shall not vote to use reserves for purposes other than that for which they were intended without the approval by a majority vote of all non-developer voting interests, voting at a duly called meeting of the Association.

D. If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the following shall apply:

- 1) The board, upon its own motion or written application of ten percent (10%) of the voting interests to the board, shall call a special meeting of the unit owners within thirty (30) days, upon not less than fourteen (14) days' written notice to each unit owner. At the special meeting, unit owners shall consider and enact a substitute budget.
- 2) The adoption of the substitute budget shall require a vote of not less than a majority vote of all the voting interests.
- 3) The Board of Administration may propose a substitute budget to the unit owners at such a meeting of members or in writing, and if the substitute budget is approved by a majority of all the voting interests, the substitute budget shall be adopted.

- 4) If a meeting of the unit owners has been called and a quorum is not attained or a substitute budget is not adopted by the unit owners, the budget adopted by the board of directors shall go into effect as scheduled.
- 5) In determining whether assessments exceed 115% 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 assessments for betterments to the condominium property shall be excluded from the computation.

E. 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% of the prior fiscal or calendar year's assessment without approval of a majority of all the voting interests.

F. If the majority of the voting interests at a duly called meeting of the Association vote to waive, in whole or in part, the reserve requirements such action shall be subject to the following:

- 1) Any such waiver shall be effective for only one annual budget.
- 2) The vote to waive must be taken annually to continue to waive the reserves.

G. Reserves must be included in the proposed annual budget and shall not be waived or reduced prior to the mailing to the unit owners of a proposed annual budget.

H. Each Budget shall show each reserve account as a separate item and include the estimated life, estimated replacement costs and the estimated remaining useful life for each such item as well as the current balance in each such reserve account as of the date of the budget.

**Section 4. Financial Reports.** Within 90 days after the end of the fiscal year, or annually on a date provided in the bylaws, the Association shall prepare and complete, or cause to be prepared and completed by a third party, compiled financial statements for the preceding fiscal year in accordance with generally accepted accounting principles. Within 21 days after the financial report is completed or received by the Association from the third party, the Association shall mail to each unit owner at the address last furnished to the Association by the unit owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner. The Association may prepare or cause to be prepared, without a meeting of or approval by the unit owners, reviewed or audited financial statements. If approved by a majority of the voting interests present at a properly called meeting of the Association, the Association may prepare or cause to be prepared a report of cash receipts and expenditures in lieu of a compiled, reviewed, or audited financial statement. Such meeting and approval must occur prior to the end of the fiscal year and is effective only for the fiscal year in which the vote is taken. With respect to an Association to which the Developer has not turned over control of the Association, all unit owners, including the Developer, may vote on issues related to the preparation of financial reports for the first two (2) fiscal years of the Association's operation, beginning with the fiscal year in which the Declaration is recorded. Thereafter, all unit owners except the Developer may vote on such issues until control is turned over to the Association by the Developer.

**Section 5. Assessments.** Assessments against the unit owners for their shares of the items of the budget shall be made by the Board of Administration for the fiscal year annually in advance. The amount required from each unit owner to meet the annual budget shall be divided into twelve equal payments, one of which shall be due on the first day of each calendar month of the year for which the assessment are made, or thirty days after the mailing to the unit owners concerned of a statement for the assessment coming due, whichever date shall last occur. If assessments are not made annually as required, quarterly assessments shall be presumed to have been made in the amount of the last prior quarterly assessment, and assessments in this amount shall be due on the first day of each calendar quarter until changed by an amended assessment. In the event a quarterly assessment shall be insufficient in the judgment of the Board of Administration to provide funds for the anticipated current expense for the ensuing quarter and for all of the unpaid operating expenses previously incurred, the Board of Administration shall amend the budget and shall make amended quarterly assessments for the balance of the year in sufficient amount to meet these expenses for the year; provided, however, that any account of the amended budget that exceeds the limit upon increases for that year shall be subject to the approval of the membership of the Association as previously required in these Bylaws.

**Section 6. Charges.** Charges by the Association against members for other than common expense shall be payable in advance. Charges for other than common expense may be made only after approval by the member, to be charged, and may include but shall not be limited to charges for maintenance services furnished at the request of the individual member and other services furnished for the benefit of the specific member.

**Section 7. Transfer Fees.** The Association may charge a fee in an amount not to exceed the highest amount permitted by law for processing the approval of a transfer in connection with the sale, lease, sublease, or other transfer of a unit. However, if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made.

## **Article IX** **Mediation And Arbitration**

Any internal dispute among the unit owners and the Association may be submitted to voluntary mediation through Citizen Dispute Settlement Centers, as provided for in Florida Statutes § 44.201.

Prior to the institution of court litigation the parties to a dispute, as that term is defined in Florida Statutes § 718.1255, shall petition the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation for Mandatory Non-binding Arbitration pursuant to Florida Statutes § 718.1255.

## **Article X** **Seal**

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization and the words "non profit." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

## **Article XI**

### Compliance And Default: Remedies

In addition to the remedies provided in the Declaration, the following provisions shall apply:

Section 1. Fines. The Board of Directors may levy reasonable fines against a unit for the failure of the owner of a unit, or its occupant, licensee, or invitee, to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. No fine will become a lien against a unit. No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00. No fine may be imposed unless the association first provides at least fourteen (14) days' written notice and an opportunity for a hearing to the unit owner and, if applicable, its occupant, licensee or invitee. The hearing must be held before a committee of other unit owners who are neither board members nor persons residing in a board member's household. If the committee does not agree with the fine, the fine may not be levied. The provisions of this subsection do not apply to unoccupied units.

A. The party against whom the fine is sought to be levied shall be provided at least fourteen (14) days' written notice and an opportunity for a hearing to the unit owner, and if applicable, its occupant, licensee or invitee, and the notice shall include:

- 1) A statement of the date, time and place of the hearing.
- 2) A statement of the provisions of the condominium document, the Condominium Act, and the Rules and Regulations which have allegedly been violated.
- 3) A short and plain statement of the matters asserted by the Association.

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

Section 2. Correction of Health and Safety Hazards. Any violations which are deemed by the Board of Directors to be a hazard to the public health or safety may be corrected immediately as an emergency matter by the Association.

Section 3. Enforcement of Rules and Regulations. If any dispute over the enforcement or interpretation of Association Rules and Regulations should arise, either between two or more unit owners, or between the Association and one or more unit owners, it is intended that such dispute be resolved by agreement or by voluntary binding mediation or mandatory non-binding arbitration.

Section 4. Availability of Remedies. Each member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the condominium property free from unreasonable restraint and annoyance.

**Article XII**  
**Fire And Safety**

The Association may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the condominium units to the applicable fire and safety code.

**Article XIII**  
**Surrender**

In the event the Association becomes the owner of a unit, the prior unit owner member or any other person or persons in possession by or through the right of such prior member, shall promptly surrender the owned unit to the corporation in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the corporation shall have the right to enter and to possess the unit, after complying with applicable Florida law.

**Article XIV**  
**Notices**

**Section 1. Notice.** Whenever, under the provisions of the statutes, the Articles of Incorporation or these Bylaws, notice is required to be given to any Director or member, it shall be construed to mean either personal notice, or notice given in writing by mail by depositing the same in the Post Office or letter box in a postpaid envelope addressed to such Director or member as his name appears on the books of the corporation.

**Section 2. Waiver of Notice.** Whenever any notice is required to be given under the provisions of the statutes, the Articles of Incorporation, Declaration of Condominium or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed to be equivalent to the required notice.

**Article XV**  
**Definitions**

Whenever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, whenever the context so requires.

**Article XVI**  
**Amendments**

These Bylaws may only be altered amended or added to in accordance with the following terms, conditions and procedures:

A. Proposed amendments shall contain the full text of the Bylaws with proposed new words in the text underlined and words to be deleted lined through with hyphens, unless the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment. If the proposed change is so extensive the use of underlining and hyphens as indications of words added or deleted will not be necessary. However, in such cases a notation must

be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw. See Bylaw (giving identifying data) for present text."

B. Notice of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

C. A resolution adopting a proposed amendment may be proposed by either the Board of Administration of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing providing it is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, the approval of an amendment must be either by:

- 1) By not less than a majority of the votes of the entire membership of the Association; or
- 2) Until a majority of the Directors are elected by members other than the Developer of the Condominium, only by all of the Directors.
- 3) No amendment to these Bylaws is valid unless recorded in the Public Records with an identification on the first page of such amendment of the Book and Page number of the Public Records where the Declaration of Condominium is recorded.

#### **Article XVII** **Official Records**

The Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association:

A. The plans, permits, warranties, and other items provided by the Developer pursuant to § 718.301(4).

B. A photocopy of the recorded Declaration of each Condominium operated by the Association and all amendments thereto.

C. A photocopy of the recorded Bylaws of the Association and all amendments thereto.

D. A certified copy of the Articles of Incorporation and all amendments thereto.

E. A copy of the current Rules and Regulations.

F. A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than seven (7) years.

G. A current roster of all Unit Owners, their mailing addresses, unit identifications, voting certifications, and if known telephone numbers.

H. All current insurance policies of the Association and Condominiums operated by the Association.

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

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

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

- 1) Accurate, itemized, and detailed records of all receipts and expenditures.
- 2) A current account and a monthly, bimonthly, or quarterly statement of the account for each unit designating the name of the Unit Owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due.
- 3) All audits, reviews, accounting statements, and financial reports of the Association or Condominium.
- 4) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.

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

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

**Article XVIII**  
**Administrative Rules And Regulations**

Except for the restrictions and regulations specifically set out in the Declaration of Condominium or elsewhere in these Bylaws, the Board of Administration shall have the power to pass, alter or amend Rules and Regulations governing the details of the operation and use of the common elements.

The Association, through the action of the Board of Directors, shall have the power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, rights of ways expansion, or other public purposes, whether negotiated or as the result of eminent domain proceedings.

**Article XIX**  
**Written Inquiries By Members**

When a unit owner files a written inquiry by certified mail with the Board of Directors, the Board shall respond in writing to the unit owner within thirty (30) days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation ("Division"). If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the complaint.

The association may through its Board of Directors adopt reasonable rules and regulations regarding the frequency and manner of responding to unit owner inquiries, one of which may be that the association is only obligated to respond to one written inquiry per unit in any given thirty (30) day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent thirty (30) day period, or periods, as applicable.



**EXHIBIT "E"**  
**TO**  
**DECLARATION OF CONDOMINIUM**

**Schedule of Shares in Common Elements**

**EXHIBIT "E" TO DECLARATION OF  
CONDOMINIUM OF  
GRAND VISTA CONDOMINIUM AT GRAND HAVEN**

**SHARES OF COMMON ELEMENTS  
AND COMMON SURPLUS**

2 Buildings - 24 Units

3 Units	<b>Type A:</b>	3BR 3BA	2167 sq. ft.
3 Units	<b>Type B:</b>	3BR 2BA;	1,781 sq. ft.
3 Units	<b>Type C:</b>	3BR 2BA;	1,762 sq. ft.
3 Units	<b>Type D:</b>	3BR 3BA;	2,167 sq. ft.

UNIT NUMBER	UNIT TYPE	NUMBER OF BEDROOMS	NUMBER OF BATHS	SHARE OF COMMON ELEMENT/SURPLUS	GARAGE UNIT NO.
A-101	A	3	3	1/24th	GA-101
A-102	B	3	2	1/24th	GA-102
A-103	C	3	2	1/24th	GA-103
A-104	D	3	3	1/24th	GA-104
A-201	A	3	3	1/24th	GA-201
A-202	B	3	2	1/24th	GA-202
A-203	C	3	2	1/24th	GA-203
A-204	D	3	3	1/24th	GA-204
A-301	A	3	3	1/24th	GA-301
A-302	B	3	2	1/24th	GA-302
A-303	C	3	2	1/24th	GA-303
A-304	D	3	3	1/24th	GA-304
B-101	A	3	3	1/24th	GB-101
B-102	B	3	2	1/24th	GB-102

B-103	C	3	2	1/24th	GB-103
B-104	D	3	3	1/24th	GB-104
B-201	A	3	3	1/24 <sup>TH</sup>	GB-201
B-202	B	3	2	1/24 <sup>th</sup>	GB-202
B-203	C	3	2	1/24 <sup>th</sup>	GB-203
B-204	D	3	3	1/24 <sup>th</sup>	GB-204
B-301	A	3	2	1/24th	GB-301
B-302	B	3	2	1/24 <sup>th</sup>	GB-302
B-303	C	3	2	1/24 <sup>th</sup>	GB-303
B-304	D	3	3	1/24th	GB-304

Total percentage of Shares in Common Elements/Surplus of Grand Vista Condominium at Grand Haven and Grand Vista PC Condominium Association Inc. = 100%

**CERTIFICATE REGARDING RECEIPT FOR PAID REAL ESTATE TAXES**

In compliance with Chapter 718.105(5), F.S., this is to certify that attached hereto as Exhibit "A" is a receipt bill indicating that all real estate taxes due and owing on the "land" as described in the foregoing Declaration of Condominium of Grand Vista at Grand Haven Condominiums ("Declaration") have been paid as of the date of recordation of the Declaration.

WITNESSES:

ZANDER DEVELOPMENT GROUP, LLC, a Florida limited liability company

By: Zander Property Group, LLC, a Florida limited liability company, its Authorized Member

By: [Signature]  
JAY TODD BUCH, Manager

[Signature]  
Signature  
Kelly Devore  
Printed Name:

[Signature]  
By: ~~Business Suites Corporation~~, a Florida corporation, its Authorized Member

By: [Signature]  
~~Zander Burger, Director / Authorized Signatory~~ President

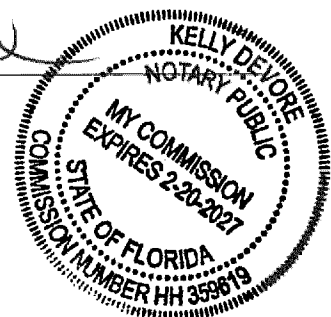
[Signature]  
Signature  
Karolyn Steek  
Printed Name:

STATE OF FLORIDA

COUNTY OF Flagler

The foregoing instrument was acknowledged before me, by means of XX physical presence or    online notarization, this 13 day of Nov., 2023, by JAY TODD BUCH, the Manager of Zander Property Group, LLC and ZANDER BURGER, Director / ~~Authorized Signatory~~ President of Business Suites Corporation, each Authorized Members of ZANDER DEVELOPMENT GROUP, LLC, a Florida limited liability company, on behalf of the corporation, who is personally known to me or who has produced D.L. as identification.

[Signature]  
NOTARY PUBLIC  
My Commission Expires:



WITNESSES:

ZANDER DEVELOPMENT GROUP, LLC, a Florida limited liability company

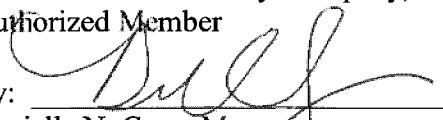
By: Cadenza Real Estate LLC, a Florida limited liability company, its Authorized Member

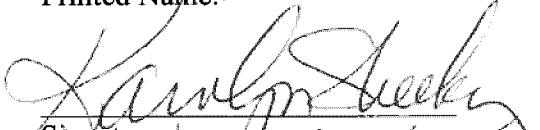


Signature

Kelly Devore

Printed Name:

By:   
Danielle N. Gross Manager



Signature

Carolyn Steekie

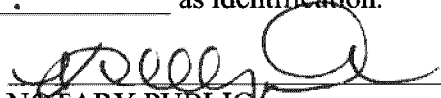
Printed Name:

STATE OF FLORIDA

COUNTY OF Polk

The foregoing instrument was acknowledged before me, by means of XX physical presence or      online notarization, this 13<sup>th</sup> day of November 2023, by DANIELLE N. GROSS, the Manager of Cadenza Real Estate LLC, an Authorized Member of ZANDER DEVELOPMENT GROUP, LLC, a Florida limited liability company, on behalf of the corporation, who is personally known to me or who has produced D.L. as identification.



  
NOTARY PUBLIC  
My Commission Expires:

**JOINDER AND CONSENT OF ASSOCIATION**

The undersigned representative of GRAND VISTA PC CONDOMINIUM ASSOCIATION, INC., does hereby join in and consents to the Declaration of Condominium of Grand Vista Condominium at Grand Haven, on behalf of the Association, for the purpose of accepting the corporate responsibility to operate and maintain said Condominium as provided therein, consistent with the requirements of Chapter 718, Florida Statutes.

Signed, sealed and delivered

GRAND VISTA PC CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

In the presence of:

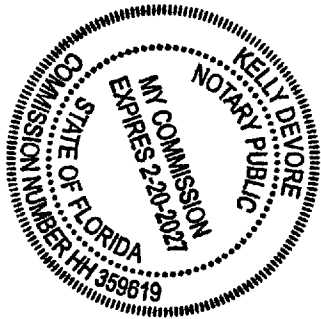
[Signature]  
Printed Name: Kelly Devore

By: [Signature]  
Name: JAY TODD BUCH AKA JAY T. BUCH  
Title: PRESIDENT

[Signature]  
Printed Name: Kathryn Sheehan

STATE OF Florida  
COUNTY OF Alcona

The foregoing Joinder was acknowledged before me, by means of XX physical presence, or    online notarization, this 13 day of November 2023, by JAY TODD BUCH, as PRESIDENT of GRAND VISTA PC CONDOMINIUM ASSOCIATION, INC.. He is personally known to me or has produced D.I. as identification.



[Signature]  
Printed Name:  
Notary Public - State of Florida  
My Commission Expires:  
My Commission Number:


**JOINDER AND CONSENT OF MORTGAGEE**

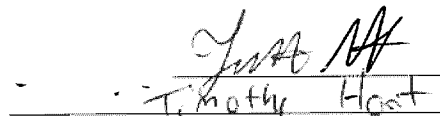
The undersigned is the owner and holder of a mortgage lien, and collateral documents recorded therewith, all of which shall be collectively referred to herein as the "Mortgage" upon the property described in the Declaration of Condominium of Grand Vista Condominium at Grand Haven, which Mortgage was recorded in Official Records Book 2702, Page 1, of the Public Records of Flagler County, Florida, encumbering the lands described in the foregoing of Condominium of Grand Vista Condominium at Grand Haven (the "Declaration"). The undersigned joins in and consents to the submission and recording of said land to condominium ownership in accordance with the terms and conditions of the Declaration.


Signed, sealed and delivered

BlueWater Investment Holdings, LLC  
By: Apollo Capital Management, L.P., its investment manager  
By: Apollo Capital Management GP, LLC, its general partner

In the presence of:

  
\_\_\_\_\_  
Printed Name:

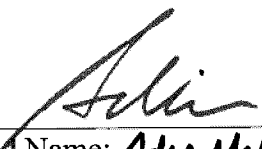
  
\_\_\_\_\_  
Printed Name:

By:   
\_\_\_\_\_  
Name: Michael F. Lotito  
Title: Vice President

STATE OF New York  
COUNTY OF New York

The foregoing Joinder was acknowledged before me, by means of physical presence, this 8<sup>th</sup> day of November, 2023, by Michael P. Lotito, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. He/She is personally known to me.

ADIN MCGURK  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01MC0013956  
Qualified in New York County  
Commission Expires September 29, 2027

  
Printed Name: Adin McGurk  
Notary Public - State of: New York  
My Commission Expires: 9.29.2027  
My Commission Number: 01MC0013956



**PREPARED BY & RETURN TO:  
MICHAEL D. CHIUMENTO III, ESQ.  
CHIUMENTO LAW PLLC  
145 City Place, Suite 301  
Palm Coast, FL 32164**

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF GRAND VISTA CONDOMINIUM AT GRAND HAVEN**

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM OF GRAND VISTA CONDOMINIUM AT GRAND HAVEN (“Amendment”), made this 26<sup>th</sup> day of January, 2024, by ZANDER DEVELOPMENT GROUP, LLC, a Florida limited liability company (“Developer”), whose principal office is located at 4601 E. Moody Blvd., Unit D1, Bunnell, FL 32110.

WHEREAS, pursuant to the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recordation of the “Declaration” (as hereinafter defined) (“Act”), Developer has established Grand Vista Condominium (“Condominium”), according to the Declaration of Condominium (“Declaration”) thereof recorded in Official Records Book 2835, Page 150, of the Public Records of Flagler County, Florida and any amendments thereto; and

WHEREAS, the final Survey with attached certificate of surveyor as required by Section 718.104(4)(e) of the Act was not completed at the time of the recordation of the Declaration; and

WHEREAS, Developer desires to include the final Survey with attached certificate of surveyor as part of the Condominium; and

NOW THEREFORE, Developer, as the owner in fee simple of the Land, hereby states and declares:

1. All terms used herein shall have their meaning as defined in the Declaration.

2. The Declaration of Condominium is amended by the addition thereto of the final Survey, surveyor's certificate contained in the Exhibit to this Amendment, all in accordance with the provisions of said Declaration.
3. This Amendment shall become effective upon recording amongst the Public Records of Flagler County, Florida.

**SIGNATURES OMITTED TO THE NEXT PAGE  
- INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the day and year first above written.

WITNESSES:

ZANDER DEVELOPMENT GROUP, LLC, a Florida limited liability company

By: Zander Property Group, LLC, a Florida limited liability company, its Authorized Member

By: Jay Todd Buch  
JAY TODD BUCH, Manager

Tiffany Grimes  
Signature  
Tiffany grimes  
Printed Name:

By: Business Suites Corporation, a Florida corporation, its Authorized Member

By: Jay Todd Buch  
JAY TODD BUCH, Authorized Signatory

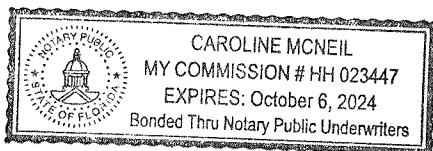
Caroline McNeil  
Signature  
Caroline McNeil  
Printed Name:

STATE OF FLORIDA

COUNTY OF Flagler

The foregoing instrument was acknowledged before me, by means of XX physical presence or online notarization, this 26 day of Jan., 2024, by JAY TODD BUCH, the Manager of Zander Property Group, LLC and as Authorized Signatory of Business Suites Corporation, each Authorized Members of ZANDER DEVELOPMENT GROUP, LLC, a Florida limited liability company, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Caroline McNeil  
NOTARY PUBLIC  
My Commission Expires:



WITNESSES:

ZANDER DEVELOPMENT GROUP, LLC, a Florida limited liability company

By: Cadenza Real Estate LLC, a Florida limited liability company, its Authorized Member

[Signature]  
Signature

Tiffany grimes  
Printed Name

[Signature]  
Signature

Caroline McNeil  
Printed Name

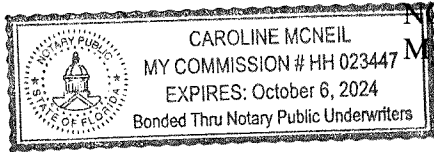
By: [Signature]  
JAY TODD BUCH, Authorized Signatory

STATE OF FLORIDA

COUNTY OF Flagler

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 26 day of January, 2024, by Jay Todd Buch, Authorized Signatory of Cadenza Real Estate LLC, an Authorized Member of ZANDER DEVELOPMENT GROUP, LLC, a Florida limited liability company, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]



NOTARY PUBLIC  
My Commission Expires:

**JOINDER AND CONSENT OF ASSOCIATION**

The undersigned representative of GRAND VISTA PC CONDOMINIUM ASSOCIATION, INC., does hereby join in and consents to the First Amendment to Declaration of Condominium of Grand Vista Condominium at Grand Haven and its exhibits, on behalf of the Association, for the purpose of accepting the corporate responsibility to operate and maintain said Condominium as provided therein, consistent with the requirements of Chapter 718, Florida Statutes.

Signed, sealed and delivered

GRAND VISTA PC CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

In the presence of:

Tiffany James  
Printed Name:

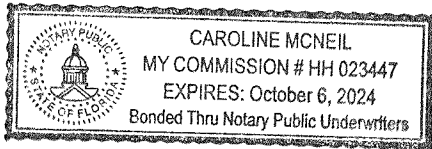
Caroline McNeil  
Printed Name:

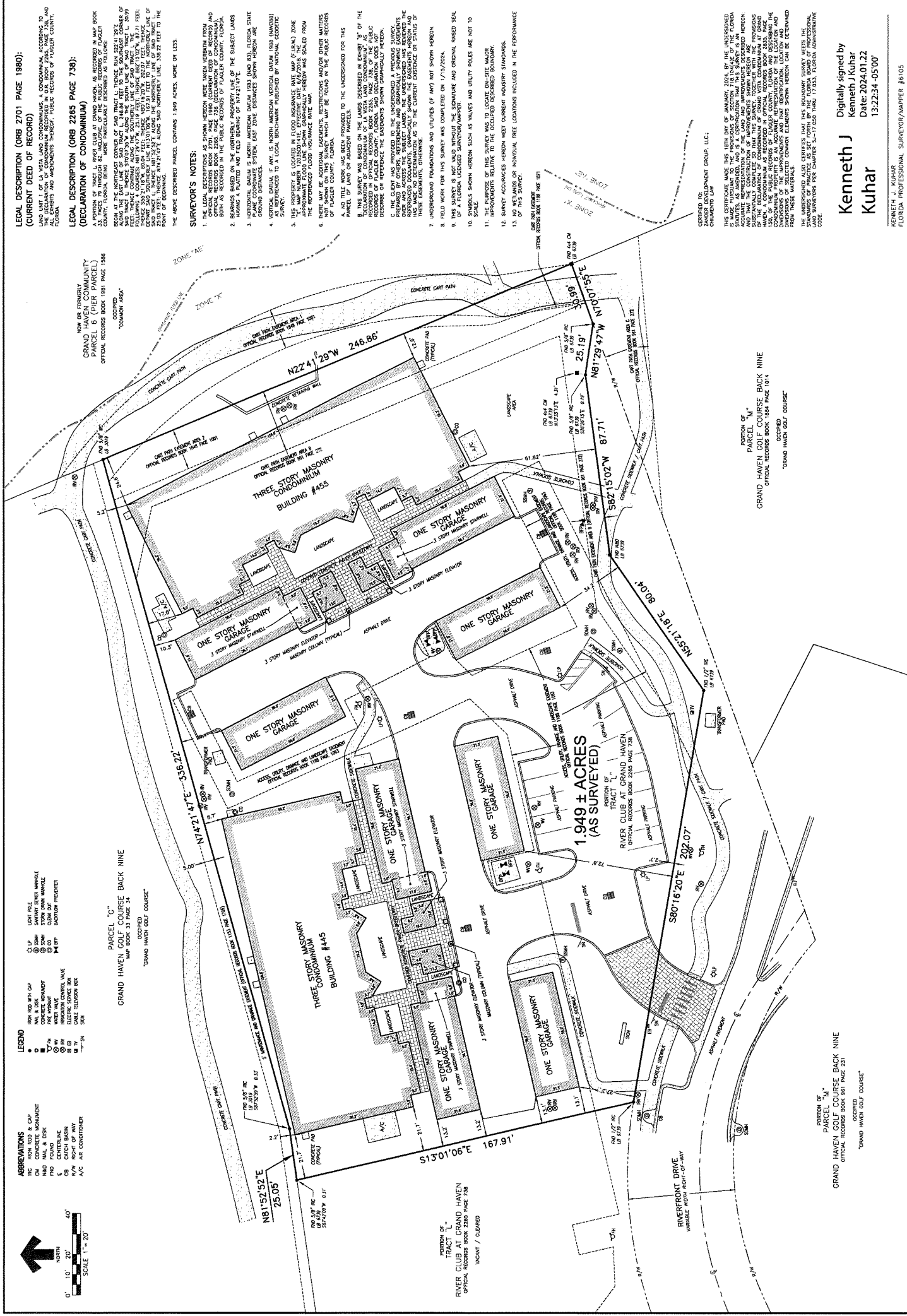
By: Jay Todd Buch  
Name: JAY TODD BUCH AKA JAY T. BUCH  
Title: PRESIDENT

STATE OF FL  
COUNTY OF Flagler

The foregoing Joinder was acknowledged before me, by means of XX physical presence, or online notarization, this 26 day of January, 2024, by JAY TODD BUCH, as PRESIDENT of GRAND VISTA PC CONDOMINIUM ASSOCIATION, INC.. He is personally known to me or has produced \_\_\_\_\_ as identification.

Caroline McNeil  
Printed Name:  
Notary Public - State of Florida  
My Commission Expires:  
My Commission Number:





**LEGAL DESCRIPTION (ORB 2701 PAGE 1980):**  
 (CURRENT DEED OF RECORD)  
 THE PART OF TRACT L, RIVER CLUB AT GRAND HAVEN, AS DESCRIBED IN MAP BOOK 2265, PAGE 738, AND THE INTERESTS THEREIN, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

**LEGAL DESCRIPTION (ORB 2265 PAGE 738):**  
 (DECLARATION OF CONDOMINIUM)  
 A PORTION OF TRACT L, RIVER CLUB AT GRAND HAVEN, AS DESCRIBED IN MAP BOOK 2265, PAGE 738, AND THE INTERESTS THEREIN, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**SURVEYOR'S NOTES:**

- THE LEGAL DESCRIPTIONS AS SHOWN HEREON WERE TAKEN VERBIM FROM THE OFFICIAL RECORDS BOOK 2265, PAGE 738 (DECLARATION OF CONDOMINIUM) AND BOOK 2701, PAGE 1980 (CURRENT DEED OF RECORD), PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
- HAVING A PLATTED AND FIELD BEARING OF N71°14'12"E. THE SUBJECT LINES AS REFERENCED TO A LOCAL BENCHMARK PUBLISHED BY NATIONAL GEODETIC SURVEY.
- THE MAP NUMBER 1200250-14-E, EFFECTIVE DATE 6/2/2018, THE REFERENCED LOCAL BENCHMARK IS NOT SHOWN ON THIS SURVEY WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
- THE WORK HAS BEEN PROCESSED TO THE UNDERGROUND FOR THIS PARCEL OF LAND OR ADJACENT PARCELS.
- THIS SURVEY WAS BASED ON THE LANDS DESCRIBED IN EXHIBIT 'B' OF THE DECLARATION OF CONDOMINIUM, MAP BOOK 2265, PAGE 738, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
- THE CLIENT HAS PROVIDED TO THE UNDERSIGNED A PROGRESS SURVEY PREPARED BY OTHERS, REFERENCING AND CHRONICALLY SHOWING EVIDENCE OF THE REFERENCED DOCUMENTS, CHRONICALLY SHOWING THE EASTMENTS HEREON AND THESE DOCUMENTS, OTHERWISE AS TO THE CURRENT DISTANCE OR STATUS OF THE UNDERGROUND FOUNDATIONS AND UTILITIES (IF ANY) NOT SHOWN HEREON.
- A FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 1/15/2024.
- THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL BOUNDARY SEAL OF A FLORIDA LICENSED SURVEYOR/MAPPER.
- SYMBOLS SHOWN HEREON SUCH AS VALVES AND UTILITY POLES ARE NOT TO SCALE.
- THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION BELIEVED TO BE OCCUPIED BY THE UNDERGROUND.
- STANDARD ACCURACIES HEREON MEET CURRENT INDUSTRY STANDARDS.
- NO METERS OR INDIVIDUAL TREE LOCATIONS INCLUDED IN THE PERFORMANCE OF THIS SURVEY.
- THE CERTIFICATE MADE THIS 18TH DAY OF JANUARY 2024, BY THE UNDERSIGNED IS MADE PURSUANT TO THE PROVISIONS OF SECTION 718.10(4)(c) OF THE FLORIDA STATUTES, WHICH PROVIDES THAT THE UNDERSIGNED IS NOT REQUIRED TO PROVIDE AN ACCURATE REPRESENTATION OF THE LAND AND IMPROVEMENTS DESCRIBED HEREON, SUBSTANTIALLY COMPLETE TO THE DATE OF THIS SURVEY, TOGETHER WITH THE PROVISIONS OF SECTION 718.10(4)(d) OF THE FLORIDA STATUTES, TOGETHER WITH THE PROVISIONS OF SECTION 718.10(4)(e) OF THE FLORIDA STATUTES, TOGETHER WITH THE PROVISIONS OF SECTION 718.10(4)(f) OF THE FLORIDA STATUTES, TOGETHER WITH THE PROVISIONS OF SECTION 718.10(4)(g) OF THE FLORIDA STATUTES, TOGETHER WITH THE PROVISIONS OF SECTION 718.10(4)(h) OF THE FLORIDA STATUTES, TOGETHER WITH THE PROVISIONS OF SECTION 718.10(4)(i) OF THE FLORIDA STATUTES, TOGETHER WITH THE PROVISIONS OF SECTION 718.10(4)(j) OF THE FLORIDA STATUTES, TOGETHER WITH THE PROVISIONS OF SECTION 718.10(4)(k) OF THE FLORIDA STATUTES, TOGETHER WITH THE PROVISIONS OF SECTION 718.10(4)(l) OF THE FLORIDA STATUTES, TOGETHER WITH THE PROVISIONS OF SECTION 718.10(4)(m) OF THE FLORIDA STATUTES, TOGETHER WITH THE PROVISIONS OF SECTION 718.10(4)(n) OF THE FLORIDA STATUTES, TOGETHER WITH THE PROVISIONS OF SECTION 718.10(4)(o) OF THE FLORIDA STATUTES, TOGETHER WITH THE PROVISIONS OF SECTION 718.10(4)(p) OF THE FLORIDA STATUTES, TOGETHER WITH THE PROVISIONS OF SECTION 718.10(4)(q) OF THE FLORIDA STATUTES, TOGETHER WITH THE PROVISIONS OF SECTION 718.10(4)(r) OF THE FLORIDA STATUTES, TOGETHER WITH THE PROVISIONS OF SECTION 718.10(4)(s) OF THE FLORIDA STATUTES, TOGETHER WITH THE PROVISIONS OF SECTION 718.10(4)(t) OF THE FLORIDA STATUTES, TOGETHER WITH THE PROVISIONS OF SECTION 718.10(4)(u) OF THE FLORIDA STATUTES, TOGETHER WITH THE PROVISIONS OF SECTION 718.10(4)(v) OF THE FLORIDA STATUTES, TOGETHER WITH THE PROVISIONS OF SECTION 718.10(4)(w) OF THE FLORIDA STATUTES, TOGETHER WITH THE PROVISIONS OF SECTION 718.10(4)(x) OF THE FLORIDA STATUTES, TOGETHER WITH THE PROVISIONS OF SECTION 718.10(4)(y) OF THE FLORIDA STATUTES, TOGETHER WITH THE PROVISIONS OF SECTION 718.10(4)(z) OF THE FLORIDA STATUTES.

**LEGEND**

ABSURVATIONS  
 CH CONCRETE FOUNDATION  
 HD HD & HD  
 FND FOUNDATION  
 CB CATCH BASIN  
 R/W RIGHT OF WAY  
 A/C AIR CONDITIONER

LEGEND  
 O LOT POLE  
 S SWAYT STYER MANHOLE  
 CONH CONCRETE FOUNDATION  
 WY WATER WASTE  
 BR BRICK  
 SF SHOWER FOOTING  
 R/W RIGHT OF WAY  
 A/C AIR CONDITIONER

**ABBREVIATIONS**

CH CONCRETE FOUNDATION  
 HD HD & HD  
 FND FOUNDATION  
 CB CATCH BASIN  
 R/W RIGHT OF WAY  
 A/C AIR CONDITIONER

**LEGEND**

O LOT POLE  
 S SWAYT STYER MANHOLE  
 CONH CONCRETE FOUNDATION  
 WY WATER WASTE  
 BR BRICK  
 SF SHOWER FOOTING  
 R/W RIGHT OF WAY  
 A/C AIR CONDITIONER

**PARCEL "M"**  
 GRAND HAVEN GOLF COURSE BACK NINE  
 OFFICIAL RECORDS BOOK 184 PAGE 1914  
 GRAND HAVEN GOLF COURSE

**PARCEL "L"**  
 RIVER CLUB AT GRAND HAVEN  
 OFFICIAL RECORDS BOOK 2265 PAGE 738  
 VACANT / CLEAR

**1,949 ± ACRES (AS SURVEYED)**

TRACT L  
 RIVER CLUB AT GRAND HAVEN  
 OFFICIAL RECORDS BOOK 2265 PAGE 738

**PARCEL "M"**  
 GRAND HAVEN GOLF COURSE BACK NINE  
 OFFICIAL RECORDS BOOK 184 PAGE 1914  
 GRAND HAVEN GOLF COURSE

**PARCEL "L"**  
 RIVER CLUB AT GRAND HAVEN  
 OFFICIAL RECORDS BOOK 2265 PAGE 738  
 VACANT / CLEAR

**LEGEND**

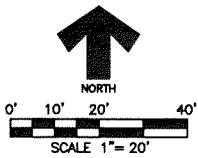
O LOT POLE  
 S SWAYT STYER MANHOLE  
 CONH CONCRETE FOUNDATION  
 WY WATER WASTE  
 BR BRICK  
 SF SHOWER FOOTING  
 R/W RIGHT OF WAY  
 A/C AIR CONDITIONER

**LEGEND**

O LOT POLE  
 S SWAYT STYER MANHOLE  
 CONH CONCRETE FOUNDATION  
 WY WATER WASTE  
 BR BRICK  
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 R/W RIGHT OF WAY  
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**LEGEND**

O LOT POLE  
 S SWAYT STYER MANHOLE  
 CONH CONCRETE FOUNDATION  
 WY WATER WASTE  
 BR BRICK  
 SF SHOWER FOOTING  
 R/W RIGHT OF WAY  
 A/C AIR CONDITIONER



**ABBREVIATIONS**

- IRC IRON ROD & CAP
- CM CONCRETE MONUMENT
- N&D NAIL & DISK
- FND FOUND
- CL CENTERLINE
- CB CATCH BASIN
- R/W RIGHT OF WAY
- A/C AIR CONDITIONER

**LEGEND**

- IRON ROD WITH CAP
- NAIL & DISK
- CONCRETE MONUMENT
- ⊙ FH FIRE HYDRANT
- ⊙ WV WATER VALVE
- ⊙ IRV IRRIGATION CONTROL VALVE
- ⊙ EB ELECTRIC SERVICE BOX
- ⊙ TV CABLE TELEVISION BOX
- SN SIGN
- ☆ LP LIGHT POLE
- ⊙ SSMH SANITARY SEWER MANHOLE
- ⊙ SDMH STORM DRAIN MANHOLE
- ⊙ CD CLEAN OUT
- ⊙ BFP BACKFLOW PREVENTER

PARCEL "G"  
GRAND HAVEN GOLF COURSE BACK NINE  
MAP BOOK 33 PAGE 34

OCCUPIED  
"GRAND HAVEN GOLF COURSE"

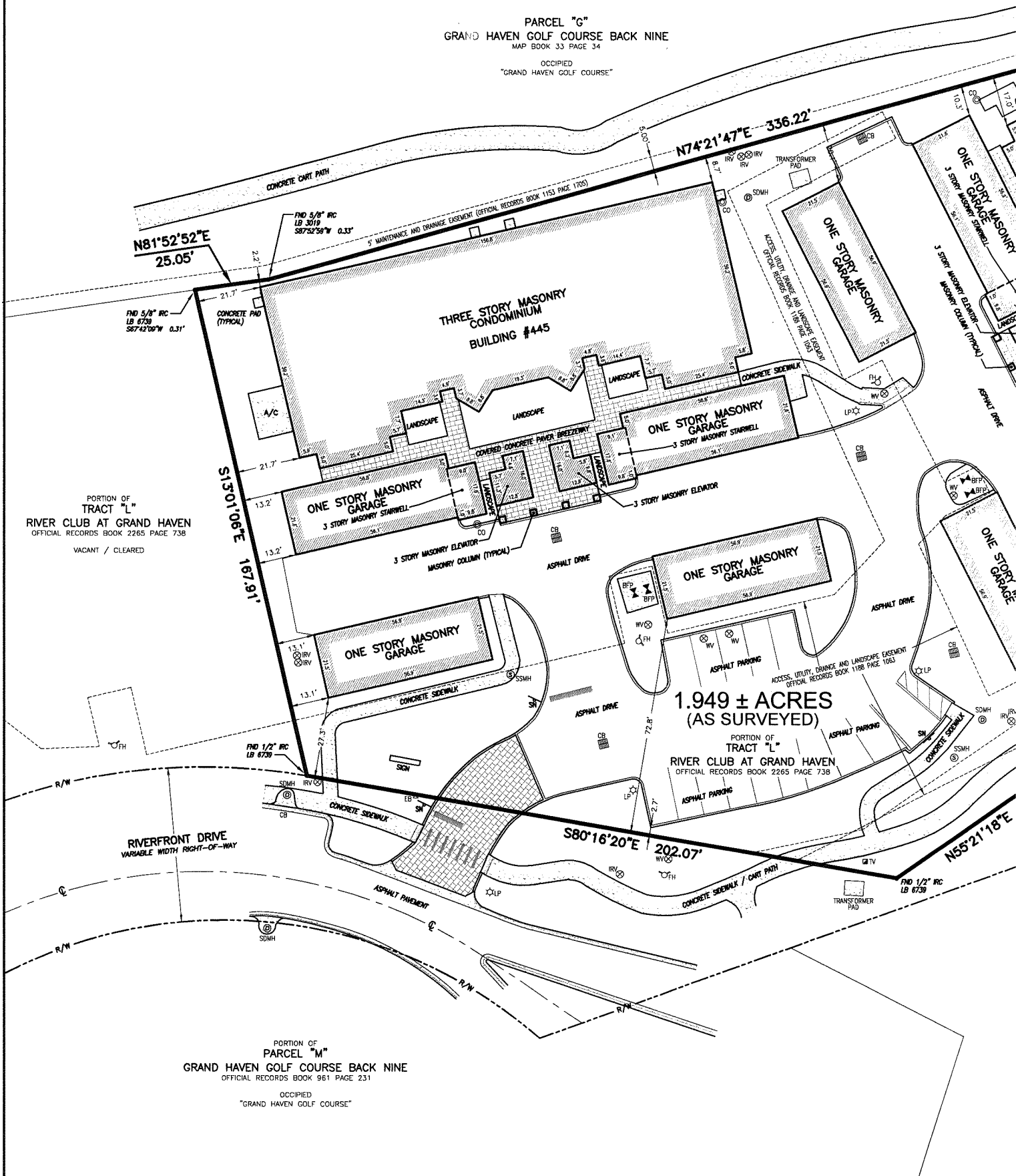
PORTION OF  
TRACT "L"  
RIVER CLUB AT GRAND HAVEN  
OFFICIAL RECORDS BOOK 2265 PAGE 738  
VACANT / CLEARED

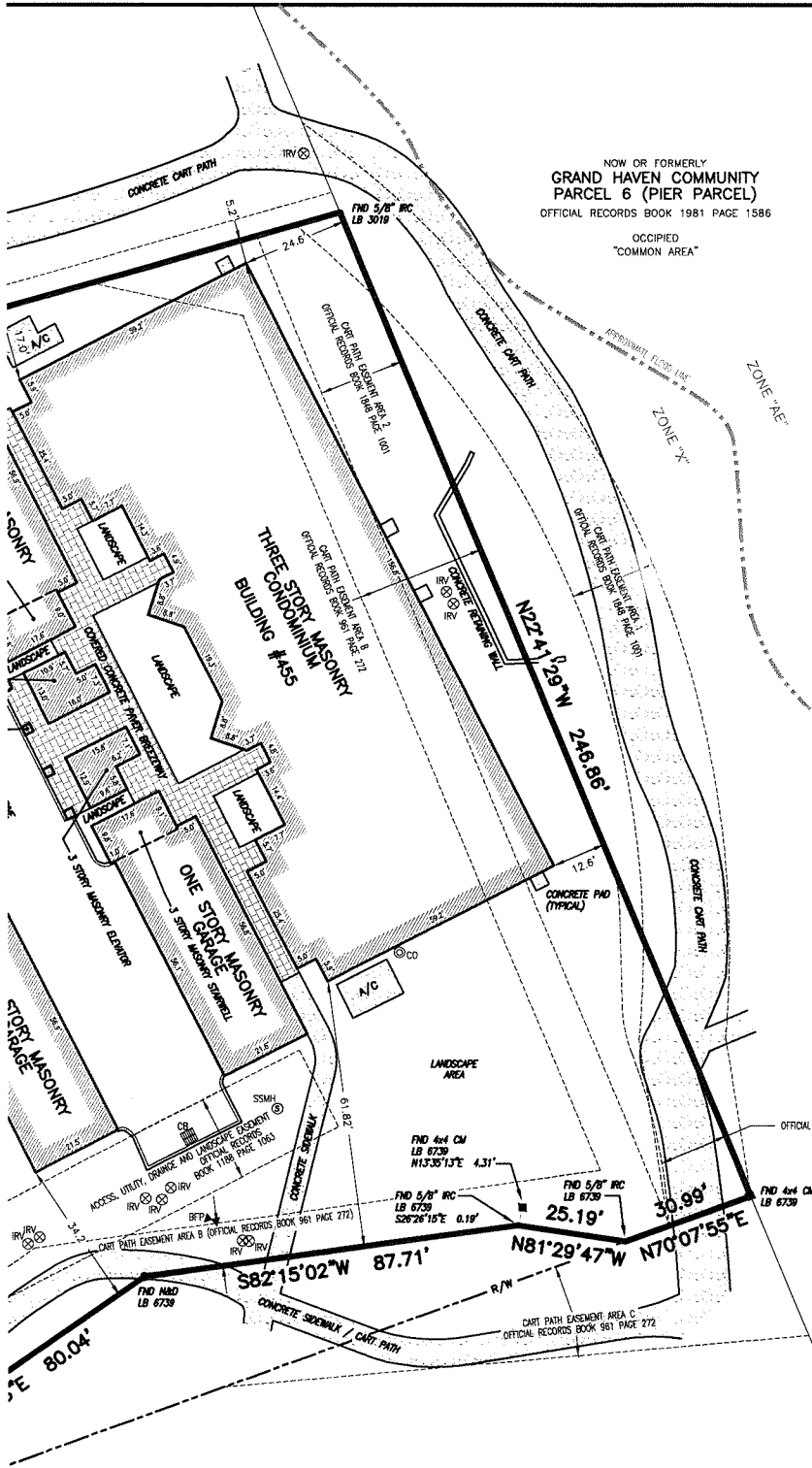
1.949 ± ACRES  
(AS SURVEYED)

PORTION OF  
TRACT "L"  
RIVER CLUB AT GRAND HAVEN  
OFFICIAL RECORDS BOOK 2265 PAGE 738

PORTION OF  
PARCEL "M"  
GRAND HAVEN GOLF COURSE BACK NINE  
OFFICIAL RECORDS BOOK 961 PAGE 231

OCCUPIED  
"GRAND HAVEN GOLF COURSE"





NOW OR FORMERLY  
**GRAND HAVEN COMMUNITY  
 PARCEL 6 (PIER PARCEL)**  
 OFFICIAL RECORDS BOOK 1981 PAGE 1586

OCCUPIED  
 "COMMON AREA"

**THREE STORY MASONRY  
 BUILDING #455**

**ONE STORY MASONRY  
 GARAGE #455**

PORTION OF  
**PARCEL "M"**  
**GRAND HAVEN GOLF COURSE BACK NINE**  
 OFFICIAL RECORDS BOOK 1884 PAGE 1014

OCCUPIED  
 "GRAND HAVEN GOLF COURSE"

**LEGAL DESCRIPTION (ORB 2701 PAGE 1980):  
 (CURRENT DEED OF RECORD)**

LAND UNIT 1 OF LA VISTA LAND CONDOMINIUMS, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM RECORDED IN O.R. BOOK 2285, PAGE 738, AND ALL EXHIBITS AND AMENDMENTS THEREOF, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

**LEGAL DESCRIPTION (ORB 2265 PAGE 738):  
 (DECLARATION OF CONDOMINIUM)**

A PORTION OF TRACT L, RIVER CLUB AT GRAND HAVEN, AS RECORDED IN MAP BOOK 33, PAGES 79 THROUGH 82, INCLUSIVE, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGAN AT THE NORTHEAST CORNER OF SAID TRACT L; THENCE RUN S22°41'29"E ALONG THE EAST LINE OF SAID TRACT L, 246.86 FEET TO THE SOUTHEAST CORNER OF SAID TRACT L; THENCE S70°07'55"W ALONG THE SOUTH LINE OF SAID TRACT L, 30.09 FEET; THENCE CONTINUE ALONG THE SOUTHERLY LINE OF SAID TRACT L, THE FOLLOWING 4 COURSES: N81°29'47"W, 25.19 FEET; THENCE S82°15'02"W, 87.71 FEET; THENCE S55°21'18"W, 80.04 FEET; THENCE N80°16'20"W, 202.07 FEET; THENCE DEPART SAID SOUTHERLY LINE N13°01'06"W, 167.91 FEET TO THE NORTHERLY LINE OF SAID TRACT L; THENCE N81°52'52"E ALONG THE NORTHERLY LINE OF SAID TRACT L, 23.03 FEET; THENCE N74°21'47"E ALONG SAID NORTHERLY LINE, 336.22 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.949 ACRES, MORE OR LESS.

**SURVEYOR'S NOTES:**

- THE LEGAL DESCRIPTIONS AS SHOWN HEREON WERE TAKEN VERBATIM FROM OFFICIAL RECORDS BOOK 2701, PAGE 1980 (CURRENT DEED OF RECORD) AND OFFICIAL RECORDS BOOK 2265, PAGE 738 (DECLARATION OF CONDOMINIUM), BOTH AS RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
- BEARINGS BASED ON THE NORTHERLY PROPERTY LINE OF THE SUBJECT LANDS HAVING A PLATTED AND FIELD BEARING OF N74°21'47"E.
- HORIZONTAL DATUM IS NORTH AMERICAN DATUM 1983 (NAD 83), FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
- VERTICAL DATUM, IF ANY, IS NORTH AMERICAN VERTICAL DATUM 1988 (NAV88) AS REFERENCED TO A LOCAL BENCHMARK PUBLISHED BY NATIONAL GEODETIC SURVEY.
- THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X", MAP NUMBER 12035C0141E, EFFECTIVE DATE 6/6/2018. THE APPROXIMATE FLOOD LINE SHOWN GRAPHICALLY HEREON WAS SCALED FROM THE REFERENCED FLOOD INSURANCE RATE MAP.
- THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SURVEY WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
  - A. NO TITLE WORK HAS BEEN PROVIDED TO THE UNDERSIGNED FOR THIS PARCEL OF LAND OR ADJACENT PARCELS.
  - B. THIS SURVEY WAS BASED ON THE LANDS DESCRIBED IN EXHIBIT "B" OF THE "DECLARATION OF CONDOMINIUM OF LA VISTA LAND CONDOMINIUM", AS RECORDED IN OFFICIAL RECORDS BOOK 2265, PAGE 738, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. SAID DECLARATION DOES NOT DESCRIBE OR REFERENCE THE EASEMENTS SHOWN GRAPHICALLY HEREON.
  - C. THE CLIENT HAS PROVIDED TO THE UNDERSIGNED A PREVIOUS SURVEY, PREPARED BY OTHERS, REFERENCING AND GRAPHICALLY SHOWING EASEMENTS OVER AND ACROSS THE SUBJECT LANDS. THE UNDERSIGNED HAS REVIEWED THE REFERENCED DOCUMENTS, GRAPHICALLY SHOWN THE EASEMENTS HEREON AND HAS MADE NO DETERMINATION AS TO THE CURRENT EXISTENCE OR STATUS OF THESE EASEMENTS, OTHERWISE.
- UNDERGROUND FOUNDATIONS AND UTILITIES (IF ANY) NOT SHOWN HEREON.
- FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 1/15/2024.
- THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR/MAPPER.
- SYMBOLS SHOWN HEREON SUCH AS VALVES AND UTILITY POLES ARE NOT TO SCALE.
- THE PURPOSE OF THIS SURVEY WAS TO LOCATE ON-SITE MAJOR IMPROVEMENTS RELATIVE TO THE OCCUPIED DESCRIBED BOUNDARY.
- SURVEY ACCURACIES HEREON MEET CURRENT INDUSTRY STANDARDS.
- NO WETLANDS OR INDIVIDUAL TREE LOCATIONS INCLUDED IN THE PERFORMANCE OF THIS SURVEY.

CERTIFIED TO:  
 ZANDER DEVELOPMENT GROUP, LLC.;  
 CHUMENTO LAW

THIS CERTIFICATE MADE THIS 18TH DAY OF JANUARY, 2024, BY THE UNDERSIGNED IS MADE PURSUANT TO THE PROVISIONS OF SECTION 718.10(4)(E) OF THE FLORIDA STATUTES, AS AMENDED, AND IS A CERTIFICATION THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE LAND AND IMPROVEMENTS DESCRIBED HEREON; AND THAT THE CONSTRUCTION OF IMPROVEMENTS SHOWN HEREON ARE SUBSTANTIALLY COMPLETE SO THAT THIS SURVEY, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF GRAND VISTA CONDOMINIUM AT GRAND HAVEN, A CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 2835, PAGE 150, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND THAT IDENTIFICATION, LOCATION AND DIMENSIONS OF SELECTED COMMON ELEMENTS SHOWN HEREON CAN BE DETERMINED FROM THESE MATERIALS.

THE UNDERSIGNED ALSO CERTIFIES THAT THIS BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PER CHAPTER 5J-17.050 THRU 17.053, FLORIDA ADMINISTRATIVE CODE.

**Kenneth J  
 Kuhar**  
 Digitally signed by  
 Kenneth J Kuhar  
 Date: 2024.01.22  
 13:28:42 -05'00'

KENNETH J. KUHAR  
 FLORIDA PROFESSIONAL SURVEYOR/MAPPER #6105



**KUHAR SURVEYING & MAPPING, LLC**  
 1501 RIDGEWOOD AVENUE, SUITE 205, HOLLY HILL, FLORIDA 32117  
 Phone: 386-672-0002 WWW.KUHARSURVEYING.COM



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 LS (PSM) 6105  
 LB 7991

REVISIONS	DESCRIPTION	NO	DATE

**BOUNDARY SURVEY**  
**RIVER CLUB AT GRAND HAVEN, PHASE 1**  
 LOCATED AT 425 RIVERFRONT DRIVE, PALM COAST, FLORIDA 32137  
 PREPARED FOR: ZANDER DEVELOPMENT GROUP, LLC.

PROJECT NO. K23221
DRAWING REFERENCE NO. K23221 WORKSHEET.DWG
REVISION NO./DATE
ORIGINAL ISSUE DATE 1/18/2024
SHEET 1 OF 1