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**DECLARATION OF CONDOMINIUM
OF
CITY CENTRE' BUILDING CONDOMINIUM I**

**This Condominium is Part of a Multi-Condominium Project
Consisting of
One Condominium all of Whose Units are Land Only
And
Setting Forth Guidelines for the Creation and Management of
Up to Three Condominiums Whose Units are Improvements Only**

CONDOMINIUM DOCUMENTS

THESE DOCUMENTS HAVE NOT BEEN FILED WITH, REVIEWED OR APPROVED BY THE STATE OF FLORIDA, DIVISION OF LAND SALES AND CONDOMINIUMS, NOR IS ANY SUCH REVIEW REQUIRED BY LAW.

WHEN EXECUTED AND RECORDED, THE DECLARATION OF CONDOMINIUM AND ITS ATTACHMENTS ARE INTENDED TO CREATE A COMMERCIAL CONDOMINIUM PURSUANT TO CHAPTER 718, FLORIDA STATUTES, AND TO CONFER RIGHTS AND IMPOSE DUTIES ON THE OWNERS AND PURCHASERS OF UNITS IN THE CONDOMINIUM.

Unofficial Document

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Articles of Association and Bylaws are not Exhibits hereto because this Condominium is part of a multi-condominium, being managed by City Centre' Condominium Association, Inc., whose Articles and Bylaws have been recorded as Exhibits to the Declaration of Condominium of City Centre' Land Condominium.

Unofficial Document

**DECLARATION OF CONDOMINIUM
OF
CITY CENTRE' BUILDING CONDOMINIUM I**

City Centre' of Palm Coast, Inc. a Florida Corporation ("Developer") as the owner of the real property to be submitted to condominium ownership "Condominium Property", hereby makes this DECLARATION OF CONDOMINIUM OF CITY CENTRE' BUILDING CONDOMINIUM I, ("Declaration") to be recorded in the Public Records of Flagler County, Florida, where the Land is located, and states and declares:

**Article I.
Submission Statement**

Developer is the owner of record of the Condominium Property hereinafter described and does hereby submit the Property to condominium ownership pursuant to the Condominium Act, Chapter 718, Florida Statutes, as amended to the date of recording hereof ("Act").

**Article II.
Name**

The name by which the condominium created hereby and the Condominium Property are to be identified as, CITY CENTRE' BUILDING CONDOMINIUM I.

**Article III.
Condominium Property**

The legal description of the real property submitted to condominium ownership is described in Exhibit A, attached hereto and made a part hereof. The real property is owned in fee simple by Developer and is located in Palm Coast, Flagler County, Florida. The Condominium Property is located within Town Center at Palm Coast and will be conveyed and owned subject to the Town Center Documents.

**Article IV.
Definitions**

The terms contained in this Declaration shall have the meanings as set forth in the Act unless otherwise stated and for clarification the following terms have the following meanings:

Section 4.01 "Act" means the Condominium Act, Chapter 718, Florida Statutes, as amended to the date of recording of this Declaration. Unless a reference is given to another chapter of Florida Statutes (or other applicable law), references to sections of Florida Statutes will be deemed to be references to the Act.

Section 4.02 “Approved Mortgagee” means:

- (a) Any lending Institution having a mortgage lien upon a Unit including, but not limited to, any of the following institutions: a federal or state savings and loan association, savings bank, commercial bank, real estate investment trust, 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
- (b) Any “Secondary Mortgage Market Institution”, including the Small Business Administration, Federal National Mortgage Association, Government National Mortgage Association, and such other secondary mortgage market institution as the Board may approve in writing; or
- (c) Any and all investing and lending institutions, or the successors and assigns of such lenders (“Lenders”) which have loaned money. to Developer for the acquisition or development of any portion of the Condominium, and which hold mortgage on the land securing such a loan; or
- (d) Developer; or
- (e) Such other lenders or classes of lenders as the Board shall hereafter approve as a class or group in writing; or
- (f) Any life insurance company doing business in the State of Florida and approved by the Commissioner of Insurance of the State of Florida; or
- (g) An Owner who takes back a mortgage as part of the Owner’s sale of a Unit; or
- (h) Any other lender who, on a transaction by transaction basis, may apply to and be approved by the Association in writing, as provided below in this Declaration.

Section 4.03 “Architectural Review Committee” shall mean the committee appointed as provided for by the Town Center Documents.

Section 4.04 “Articles” and “Bylaws” mean the Articles of Incorporation and Bylaws of the Association, respectively.

Section 4.05 “Assessments” means the share of funds required for the payment of Common Expenses of the Land Condominium and the Building Condominium, which from time to time are assessed against a Land Unit Owner or Building Unit Owner.

Section 4.06 “Association” means City Centre’ Condominium Association, Inc., a Florida corporation not-for-profit, organized to administer this Condominium. If the Owners of Units in the Condominium opt out of management by the Association they may create a separate

association to manage this Building Condominium only, but acknowledge that the Association shall always have the power and authority to enforce all covenants, including maintenance covenants if the sub-association does not properly maintain the property or comply with the covenants.

Section 4.07 "Association Member" shall mean all Land Unit and Building Unit Owners. The voting rights, however, of Building Unit Owners shall be exercised in accordance with the provisions of Article IX of this Declaration. In the event of any inconsistency with the terms and provisions of any other Condominium Documents and/or a particular Building Condominium declaration, then the terms contained herein shall prevail. All Association Members shall be entitled to notice of all Association Member meetings of the Association. All Association Members shall be entitled to attend and be heard at all Association Member meetings and Board of Director meetings of the Association.

Section 4.08 "Board" means the Board of Directors of the Association.

Section 4.09 "Building Entitlements" mean the Land Use Category and gross square feet of enclosed covered space assigned to the Condominium Property by the Town Center Declaration and to this Building Condominium by the Land Condominium Declaration.

Section 4.10 "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.

Section 4.11 "City Centre' Land Condominium" means the mixed use condominium project ("Project") being developed by Developer as a commercial condominium on real property located in Flagler County, Florida.

Section 4.12 "City Centre' Building Condominium I" means this Building Condominium, as hereinafter defined, which has been constructed upon Land Unit I of City Centre' Land Condominium.

Section 4.13 "Common Elements" means the portion of the Condominium Property of this Building Pad located within the boundaries of the Building Condominium, excluding the Units, but including, without limitation, the following:

- (a) The land, lawns, landscaping, and walks located thereon;
- (b) The foundation and the installation and equipment for electrical power and plumbing, including all pipes, wires, conduits and other service and utility facilities which are utilized for service to more than one Unit.
- (c) The exterior walls of the Building outside the columns, girders, beams, concrete joints, supports, interior load bearing walls, and pillars that support an individual Unit.

- (d) All installations designed and intended for common use, such as, but not limited to, sprinkler systems, alarm systems, if any; and
- (e) All utilities serving more than one Unit including, but not limited to, water lines, sewer lines, gas lines, television cable and telephone lines;
- (f) All areas legally required for access to the Units, if any, such as hallways and common reception areas, which are sometimes called "Common Areas". Such areas may be contained within Units or may be Common Elements of the Building Condominium, as the Developer of the Building Condominium chooses and provides herein.

Section 4.14 "Common Expenses" means expenses for which the Owners are liable to the Association under the Act and under the Condominium Documents, which include but are not limited to:

- (a) Operation, maintenance, repair or replacement of the "Common Elements" of this Condominium (and NOT of the Land Condominium) and "Limited Common Elements", if any, costs of carrying out the powers and duties of the Association, costs of fire, liability and extended coverage insurance;
- (b) Utilities or taxes billed to all Owners in a single bill or to the Association;
- (c) Reserves required by law or authorized by the Condominium Documents; and
- (d) Any other expenses designated as Common Expenses by the Condominium Documents or from time to time by the Board and which pertain to the individual Building.

Section 4.15 "Condominium Documents" means in the aggregate this Declaration, the Legal Description of the Property (Exhibit A), the Surveyor's Certificate (Exhibit B), Survey, Site/Plot Plan (Exhibit C), Floor Plans, Building Elevations and Roof Plan (Exhibit D), Schedule of Percentage of Interest in Common Elements (Exhibit E), and all of the instruments and documents referred to therein and executed in connection with the Condominium. The Articles of Incorporation and Bylaws for City Centre' Condominium Association, Inc. are recorded as exhibits to the Declaration of Land Condominium, and are incorporated herein, as the Building Condominium operates under the management thereof unless the Building Unit Owners opt out, as permitted by the Declaration. The "Condominium Documents" may also include the Town Center Documents and the Land Condominium Declaration.

Section 4.16 "Condominium Property" means Land Unit I of the City Centre' Land Condominium, all improvements thereon, including the Building Units, the Common Elements and all easements and rights appurtenant thereto that are intended for use in connection with the Condominium.

Section 4.17 "Declaration" means this document, which is also called the Declaration of Condominium.

Section 4.18 "Developer" means City Centre' of Palm Coast, Inc., a Florida Corporation, its grantees, successors, and assigns so long as there shall never be more than one Developer developing or selling any portion of the Condominium at any one time. An "Owner" (as hereinafter defined) shall not, solely by the purchase of a "Unit" (as hereinafter defined) be deemed a successor or assign of Developer or the rights and obligations of Developer under this Declaration unless such 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.

Section 4.19 "Land Condominium" means and refers to Declaration of Condominium of City Centre' Land Condominium as recorded in Official Records Book 1742 at Pages 27 through 97 inclusive which is also called Declaration of Land Condominium.

Section 4.20 "Land Use Category" shall be those specific land use categories in the PUD Agreement and assigned to the Condominium Property by the Town Center Declaration.

Section 4.21 "Limited Common Elements" means Common Elements that are reserved for the exclusive use of less than all Building Unit Owners i.e. the second and third floor Balconies, Restrooms and Lobbies.

Section 4.22 "Owner" means an Owner as defined in the Act and may also be called a "Unit Owner" in the Condominium Documents. The terms "Land Unit Owner" and "Building Unit Owner" are also used for clarity. Owners of Units in the Building Condominium are Building Unit Owners, and the Developer of this Building Condominium was, prior to construction and conveyance, a Land Unit Owner. The Developer of the Building Condominium, submitted the Land Unit to Condominium ownership by filing this Declaration. Thus, the Owner of a Land Unit shall change upon completion of construction of a Building and conveyance to Building Unit Owners.

Section 4.23 "Permitted Uses" shall mean the uses permitted within each Land Use Category pursuant to the PUD agreement.

Section 4.24 "Pro Rata Share" for each Building Unit is shown on the Schedule of Percentage Interests in Common Elements, attached as Exhibit E.

Section 4.25 "Town Center" means a planned mixed-use traditional neighborhood development in the City of Palm Coast, Florida.

Section 4.26 "Town Center Documents" means Town Center at Palm Coast Development of Regional Impact Development Order dated July 11, 2003, and recorded in the Public Records of Flagler County, Florida, Official Records Book 959, Page 1509 (the "DRI/DO"); the City of Palm Coast Ordinance No. 2003-32PUD 03-06 adopting the Town Center at Palm Coast Planned Unit Development Agreement, all as recorded in the Public Records of Flagler County, Florida, Official Records Book 1025, Page at Pages 1405 through 1444, inclusive (the "PUD") and created by the Florida Land & Water Adjudicatory Commission on November 12, 2003 pursuant to Rule 42JJ-1 and Assignment of Development Rights and Declaration of Covenants,

Conditions, restrictions & Reservations for Land located in Town Center at Palm Coast, Florida as recorded in the Public Records of Flagler County, Florida, Official Records Book 1487, Page 282 (Town Center Declaration and Architectural Review Criteria and Guidelines for Town Center).

Section 4.27 "Unit" means that portion of the Condominium Property which is subject to exclusive ownership, as is further defined in this Declaration. For clarity, a Unit in this Declaration may also be referred to as a "Building Unit", while a Unit in the Declaration of Land Condominium, may be referred to as a "Land Unit", or a "Building Pad".

Article V. Description of Improvements: Units Described

Section 5.01 The Improvements

- (a) The Improvements are constructed on the Land Unit as described on the "Plot Plan". The Improvements consist of: any area surrounding the Building, for landscaping and improvements that will be part of the Building Condominium, which shall be Common Elements of the individual Building Condominium; a Building, containing approximately 51,793 gross square feet and 16 Building Units. Each Building Unit is designated by a distinct Unit number in the Plot Plan and Floor Plans and in the Schedule of Interest in the Common Elements. No Unit bears the same designation as any other Unit in the same building. For clarity, each Building Unit shall be described as "Building I Unit ..." (e.g. #100). No Unit may consist of less than One Thousand (1,000) square feet.

Section 5.02 Unit Boundaries. Each Unit shall include that part of the building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

- (a) **Upper and Lower Boundaries.** The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:
- (i) Upper Boundary – The horizontal plane of the lowest point on the underside of the unfinished ceiling.
 - (ii) Lower Boundary – The horizontal plane of the lowest point on the undecorated floor.
- (b) **Perimetrical Boundaries.** On those sides of a Building Unit where the Survey shows that exterior walls, structural interior walls or columns of the building bound the Unit, the perimetrical boundaries of the Unit as to those sides shall extend to the columns, girders, beams, concrete joints, supports, interior load bearing walls, and pillars that support a Unit and the installation and equipment for electrical power and plumbing, including all pipes, wires, conduits and other service and utility facilities which are utilized for service of the individual Unit. If the installation and equipment for electrical power and pipes, wires, conduits, ducts, vents and other service and utility facilities are utilized for service to more than one Unit, said equipment and facilities shall be part of the Common Elements as described above and elsewhere herein even if existing within the boundaries of a particular

Unit. As for walls that adjoin other Units, the boundary of the Unit shall be the interior unfinished surface of the wall, and the space between two Units shall be Common Elements. Nevertheless, lines, pipes, wires, and conduits existing within such walls shall remain the responsibility of the Unit Owner if they provide service only to the Unit, or connect the Unit to portions of the Unit (such as air conditioning compressors), existing outside the boundaries of the Unit.

Section 5.03 Exhibits. Attached as Exhibits A, B, C, and D and made a part hereof are the legal description, a survey, site plan and plot plan of the Land Unit and a graphic description of the improvement(s) of the Land Unit, in which the Units are located. The Plot Plan shows the floor plans and building elevation and identifies thereon the Common Elements and each Unit and their relative locations and approximate dimensions. Attached to, or made a part of, the Survey and made a part of this Declaration is a certificate of a surveyor prepared, signed and conforming with the requirements of Section 718.104(4) (c) of the Act.

Section 5.04 Parking Spaces. The Declaration for the Land Condominium shows certain areas designated for parking ("Parking Spaces"). The allocation, assignment, maintenance, and repair provisions are contained in that Declaration.

Section 5.05 Common Elements. All property included in this Building Condominium that is not a portion of any Unit and which has not been designated as a Limited Common Element shall be deemed Common Elements. The Common Elements other than Limited Common Elements shall be available for use by all Unit Owners without discrimination and without charge.

Article VI. Limited Common Elements

The following are hereby designated as Limited Common Elements and thus the Building Unit Owner or Owners who use them exclusively shall bear the cost of maintenance and repair. These Limited Common Elements are shown on the Plot Plan and Floor Plans as "Limited Common Elements" or "LCE".

LIMITED COMMON ELEMENT	EXCLUSIVE UNIT USE
South Third Floor Balcony	Unit 300
North Third Floor Balcony	Unit 301
Third Floor Lobby	Unit 301
Second Floor Lobby	Units 200 & 201
Second Floor Restroom	Units 200 & 201

Article VII. Undivided Shares in Common Elements

Section 7.01 Each Building Unit shall have as an appurtenance thereto an undivided share of the Common Elements of the Condominium Building according to the "Schedule of Percentage Interest in Common Elements" attached hereto as Exhibit E and made a part hereof. The

undivided interest in Common Elements appurtenant to each Unit has been determined on a square footage basis. However, if a Unit Owner transfers a portion of a Unit as permitted by this Declaration, the Schedule of Percentage Interest shall change accordingly. The interest of a Land Unit in the Common Elements of the Land Condominium shall be based on the prorata share of entitlements. The interest of individual Building Unit Owners in the Land Unit is based on the square footage of the Building Unit.

Section 7.02 Each Unit shall have as an appurtenance thereto the right to use all of the Common Elements and Condominium Property in accordance with the Condominium Documents and subject to the limited use rights in regard to Limited Common Elements, if any, as provided in the Declaration or in the rules of the Association.

Article VIII.

Share in Common Expenses and Ownership of Common Surplus

The Common Expenses shall and be shared and the "Common Surplus" (as the term is defined in the Act) shall be owned in proportion to each Owner's percentage of ownership of the Common Elements as set forth on Exhibit E to this Declaration.

Article IX.

Voting Rights of Owners

Section 9.01 The Owner of the fee simple title of record of each Building Unit shall be entitled to cast the number of votes allocated to each Unit as set forth in Exhibit E. Votes are allocated roughly on the basis of square footage in a Unit, but are rounded. Owners may hold meetings that pertain to a particular Building Condominium without notice to or attendance by Land Condominium Unit Owners or other Building Condominium Unit Owners. If a Building Condominium has issues it wishes to address among its Unit Owners, or to discuss matters being voted upon regarding a Land Condominium Association meeting, individual Building Condominium meetings shall be accommodated before, during or after Owners' meetings as to the Land Condominium.

Section 9.02 The vote of the Owners of any Unit owned by more than one (1) natural person, or by a corporation or other legal entity, may be cast by the person designated in a proxy or Representative Certificate signed by all of the Owners of such Unit or, if appropriate, signed by the appropriate officers, partners, trustees, representatives, principals, members or managers of the Owner. Such Representative Certificate may be filed with the Secretary of the Association. If a proxy is given, then such proxy will be valid until revoked by a subsequent proxy signed and filed as required herein. In the absence of a Representative Certificate, those persons authorized in the Bylaws may vote on behalf of the Owner. The Building Representative selected pursuant to Article IX of the Land Condominium Declaration, shall cast the Building's vote(s) on all Association matters as to the Land Condominium, as well as pertaining solely to the Building Condominium.

Section 9.03 The Land Condominium remains as the voting interest for the Association as to Land Condominium matters upon submission of the Building Condominium; the Building Unit

Owners shall vote on and instruct their Building Representative as to any decision to be made at an Association meeting.

**Article X.
Plan of Development**

Section 10.01 This Condominium is described and established as follows: All Common Elements outside the particular Building Condominium are shown on the Exhibits attached to the Land Condominium Declaration. As to the Building Condominium being submitted hereby, the Building, Building Units, Common Elements and Limited Common Elements are shown on the Plot Plan attached as Exhibit C.

**Article XI.
The Association**

The Association will be responsible for the operation of the Building Condominium. Each Owner shall be a member of the Association. Copies of the Articles and Bylaws of the Association are attached as Exhibits to the Land Condominium Declaration.

**Article XII.
Easements**

Section 12.01 Perpetual Nonexclusive Easements Through the Condominium to Public Ways. Developer declares that the Association, all Land and Building Unit Owners and the Developer of the Land Condominium and the Building Condominium, and mortgagees within the Project, as well as their agents, invitees, lessees and guests shall have the right to use and enjoy the walks, swales, and other rights-of-way and easements located within the Common Elements of the Condominium for reasonable ingress, egress and pedestrian traffic to and from all portions of the Condominium Property, to and from parking lots, public ways and dedicated streets; for furnishing of any and all utility services; and for the purposes of providing access for governmental services.

Section 12.02 Easements and Cross-Easements. Developer reserves the right for both the Developer and the Association, individually and without joinder of the other or any Unit Owner, to impose upon the Condominium Property from time to time such additional easements and cross-easements for ingress and egress and for installation, maintenance, construction, and repair of facilities and utilities, including, but not limited to, electric power, telephone, sewer, water, gas, irrigation, drainage, lighting, television transmission, security, garbage and waste removal and the like as either the Developer or the Association deems to be in the best interest of, and necessary and proper for the Condominium.

Section 12.03 Easements for Encroachments. The Condominium Property shall be subject to easements in favor of the Developer while Developer owns any interest and affected Unit Owners for encroachments of interior walls over Unit boundaries and encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon the Condominium Property or improvements contiguous thereto or caused by minor inaccuracies in

building, surveying or rebuilding such improvements. The above easements shall continue until such encroachments no longer exist.

Section 12.04 Public Easements. Any easements to the City of Palm Coast, and particularly those for utility purposes are acknowledged by the Developer, and Owners of Units within the Condominium. It is the Developer's and Owners' intent that any utility service lines serving properties outside the Condominium (as opposed to those between the meters and the Building) be dedicated to the Association or the City of Palm Coast for utility purposes, and the Developer does hereby dedicate those utility serve lines to the City of Palm Coast. The terms of any easement document heretofore or hereafter executed by the Developer or the Association to the City of Palm Coast shall supersede the right of Unit Owners as to such utility lines within the Common Elements. No statement or ownership or rights by Unit Owners of the Common Elements shall affect the rights of the City of Palm coast or of the public which arise pursuant to any such recorded easement.

Article XIII. Taxes Levied Against the Condominium

Section 13.01 In the event that any taxing authority lawfully levies and assesses any tax or special assessment against the Condominium as a whole or against the Association, rather than levying or assessing such tax or special assessment against each Unit ("Association Tax"), then such Association Tax shall be paid as a Common Expense by the Association. Any Association Tax will be included, whenever possible, in the estimated annual building budget of the Association, or if not possible, shall be separately levied and collected as a Special Assessment by the Association against all of the Owners. Each Owner shall be assessed by and shall pay to the Association a percentage of the Association Tax equal to such Owner's percentage of ownership in the Common Elements.

Section 13.02 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, where practicable, will be included as a Common Expense in the annual budget of the Association. The Association, nonetheless, has the power to levy a special assessment to pay for any of the foregoing taxes, if the Board of Directors, by majority vote, deems such special assessment necessary.

Article XIV. Occupancy and Use Restrictions

Section 14.01 In order to provide for the protection of all Owners and to encourage a harmonious atmosphere for all Owners of the Condominium Property, the following use and occupancy restrictions shall apply:

Section 14.02 The Units shall be used only by businesses for retail commercial, office and non-retail commercial uses permitted under the applicable governmental zoning and Land Use Categories, permitted in the Planned Unit Development (PUD) for Town Center at Palm Coast.

The second and third floor Units may not be used for retail commercial without a conversion pursuant to the Town Center Documents.

Section 14.03 The Common Elements shall be used for the services and facilities for which the same are reasonably intended for the enjoyment of the Unit Owners. The Board may designate certain of the Common Elements for limited use, such as establishing delivery areas, regulating parking, regulating use of lawns and landscaping, and the like, by promulgating rules and regulations to such effect.

Section 14.04 No immoral, improper, offensive, or unlawful use shall be made of the Condominium Property or any part thereof. All Owners shall conduct their business in such manner as not to be nuisance or source of annoyance to the other Owners; nor shall any Owner interfere with the peaceful possession and proper use of the other Owners and their patients, employees, guests, agents and customers.

Section 14.05 Regulations concerning the use of the Condominium Property ("Rules and Regulations") may be promulgated by the Developer or the Association. Said Rules and Regulations may be amended from time to time by the Association as provided by the Bylaws of said Association.

Section 14.06 No sign, advertisement or notice of any type or nature ("Sign") shall be erected, placed, posted installed or displayed on or about the Common Elements or in a Unit so that it is visible from the Common Elements without the prior written consent of the Association. The Association and/or the Architectural Review Committee shall have the right to determine the type of construction, material, location, illumination, size and height of all Signs coming within this provision.

Section 14.07 No Unit shall at any time be used as a residence, even on a temporary basis.

Section 14.08 Rubbish, garbage, debris and waste materials shall be placed only in designated containers, and all trash areas shall be screened and properly landscaped.

Section 14.09 No Owner shall cause any improvements or changes to be made to the exterior of any Condominium Building, including painting or other decoration or the installation of electrical wiring, television antenna, machine or air conditioning units, which may protrude through the walls or roof of the building or in any manner change the exterior appearance of any portion of the Building without the written consent of the Association, and the Architectural Review Committee. This provision is not intended, however, to prevent or to require approval of repairs to or replacement of existing facilities. For the purposes of determining the approval or disapproval of any proposed improvement or alteration by an Owner, the Association shall have the right to employ architects, engineers and others shall be assessed against the Owner proposing the improvement or alteration. No Owner shall install any equipment which may create a safety hazard for other Owners or persons in other Units without prior approval of the Association. For purposes of determining the approval, the Association shall have the right to employ experts shall be assessed against the Owner proposing the installation of such equipment.

Section 14.10 The uses of the Units shall be such that they are conducive to harmonious use of the property by all occupants. No unit, however, shall be used as a law office or title insurance company unless otherwise approved by the Developer or its assignee, to which the Developer has specifically assigned this right.

Section 14.11 The Land Condominium is being developed according to a visual theme, to which all of the buildings must adhere. The appearance of proposed buildings and other structures or improvements to be constructed upon a Land Unit, or within Building Condominium, and outside of a Building, must be approved by the Architectural Review Committee and the Association, following specific criteria set forth herein, in the PUD Agreement, and in the Guidelines for Construction and Improvements, which is published by the Architectural Review Committee.

Section 14.12 No Owner, occupant or guest may park the following types of vehicles for more than ten (10) hours on Condominium Property: boats, trailers, step vans, jet skis, and vehicles with business signs affixed, motor homes, trucks other than standard pick-up trucks, any vehicle that would qualify as a commercial vehicle. The Association may impose additional limitations or modify the definitions of the above described vehicles.

Section 14.13 In addition to all the above referenced occupancy and use restriction of this article, all units shall also be owned, conveyed and occupied pursuant to and subject to the Assignment of Development Rights and Declaration of Covenants, Conditions, Restrictions and Reservations for Land in Town Center at Palm Coast, and the Town Center Documents.

Section 14.14 Any change in the use and or occupancy of a Unit shall require the approval of the Association as provided for in Article XV hereof.

Article XV. Conveyances and Sales and Leases

Section 15.01 Guidelines for Use and Occupancy. In order to promote a compatible, complimentary, harmonious and stimulating business and professional atmosphere and thus protect the value of the Units, as well as promote business and the value of all the Condominium Property, the sale, lease, and mortgaging of Building Units, other than by the Developer, shall be subject to the following provisions (Guidelines) until this Declaration is terminated as hereinafter provided. These provisions, however, shall not be applicable to the Developer, or to any individual member of Developer, or any entity which is owned by an individual member of Developer. While the Land Condominium Declaration does not address leases, this Building Condominium includes restrictions on leases as well. Even if an individual Building Condominium opts out and forms its own Association this Article remains applicable.

Section 15.02 Approval. No Building Unit Owner may (a) change the use or occupancy of a Unit (b) transfer title to a Unit by sale or otherwise (c) lease or permit the use and occupancy of a Unit or (d) mortgage a Unit (except to an "Approved Mortgagee"), without approval of the

Association, which approval shall be obtained in the manner hereinafter provided. Notwithstanding the foregoing, a transfer to a Revocable Trust created by a Building Unit Owner, under which the Building Unit Owner or a family member has a beneficial interest, does not require approval. Also, in the case of an entity as Owner, no approval is necessary for the transfer of ownership shares or interest, or the addition or demission of members from the entity unless more than 20% of the ownership interest changes from the original composition of the Entity. If a change of more than 20% occurs, that change shall be treated as a proposed sale of the Unit. A sale of a portion of a Building Unit to a contiguous Building Unit Owner shall not constitute a transfer requiring authorization.

- (a) Notice to Association. Anytime a Building Unit Owner intends to sell, lease, or change the use or occupancy of a Unit,, or execute a mortgage in favor of a Lender other than an Approved Mortgagee, the Building Unit Owner ("Offeror") shall give written notice to the Association of such intention ("Notice"), together with the intended use and the name and address of the intended purchaser, lessee, or mortgagee, the terms of such purchase and a copy of the purchase and sale Contract, lease, or mortgage and such other information as the Association may reasonably require in a form that is acceptable in its sole discretion ("Offer"). The Notice shall be mailed certified mail, return receipt requested, or delivered by hand to the Secretary of the Association who, upon request, shall give a receipt for the personally delivered notice. The giving of the Notice shall constitute a warranty and representation by the Offeror to the Association that the Offer is bona fide in all respects. Within twenty (20) days after receipt of the Notice, or such longer period as the Offeror may permit in writing, the Association shall either approve the Offer ("Approval"), or disapprove as provided in this Article. Any Approval will be in recordable form signed by any officer of the Association, and will be delivered to the Offeror. Failure of the Association to approve or disapprove within twenty (20) days of the Association's receipt of Notice (or such longer period so permitted by the Offeror) shall be deemed to constitute Approval, following which time the Association nevertheless shall prepare and deliver said Approval in recordable form. Such Approval may state that the Association is deemed to have approved, rather than having actually approved. In the event no Approval is recorded in the Public Records, such an Approval shall be deemed to have been given if no action is filed in court within one year after the conveyance of the Unit is recorded in the Public Records. If the Association determines that the transaction is not bona fide, or in the event that the proposed use will violate Article XIV hereof or the Guidelines then the Association, in its sole discretion may refuse its Approval.
- (b) Right of First Refusal. If the Association has approved a sale, the Association shall give Notice to the Owners of other Units in the Building Condominium who shall have the first right of refusal to purchase the Unit offered for sale on the terms and conditions stated in the Offer. If more than one Owner exercises the right of first refusal, then any Building Unit Owner adjacent to the Unit being offered for sale has the priority right to purchase the Building Unit on the terms and conditions stated in the Offer. The next priority is a Building Unit Owner in the Building. If two Unit Owners with equal priority exercise the right of first refusal, the Offeror shall choose one, in Offeror's sole discretion. The right of first refusal by any Unit Owner must be exercised within fifteen (15) days after receipt of the Offer from the Association. All interested Owners are subject to the same time frame, so

interested Owners should submit notices of intention to exercise even if it appears there may be another interested Unit Owner with priority. An Affidavit or other such documentation from the Association stating it gave requisite Notice and that either no Owner exercised this Right of First Refusal or if an Owner did so exercise said right it was done so in compliance with this Section. The recording in the public records of the Affidavit or other documentation shall be sufficient to extinguish the right of First Refusal as to the Offer approved by the Association.

- (c) Mortgage. No approval is required for a mortgage to be given to an Approved Mortgagee. No notice of the giving of a mortgage to an Approved Mortgagee need be given to the Association. In all other cases, within fifteen (15) days after receipt of the notice of the proposed mortgage of a Unit, the Association shall either approve or disapprove the mortgage. The approval shall be in writing signed by an officer of the Association. Failure by the Association to act within such fifteen (15) day period shall constitute approval. If the Association disapproves the mortgage the Owner shall be advised of the disapproval in writing, and the mortgage shall not be made. Any mortgage made in violation of this paragraph shall be voidable by the Association, unless the Association subsequently approves such mortgage.

Section 15.03 Rights of Approved Mortgagee in Event of Foreclosure Where an Approved Mortgagee becomes the Owner of a Building Unit through foreclosure or by deed in lieu of foreclosure, no approval will be required for such Approved Mortgagee to hold title to said Unit, or thereafter to convey or lease that Unit, so long as the requirements and restrictions set forth in Article XIV and Article XV Section 15.01 of this Declaration are complied with. A party, upon becoming an Owner of a Unit through foreclosure or through procedures in lieu of foreclosure, will also have all rights appurtenant to such Unit,. The foregoing does not excuse any such person from payment of Assessments pertaining to that Unit and otherwise complying with each provision of the Condominium Documents

Section 15.04 Rights of the Developer. This Article shall not apply to or restrict in any manner the sale or lease of any Unit by the Developer.

Section 15.05 Sale to Tenant. This Article shall not apply to or restrict in any manner the sale of any Unit by a Unit Owner to a Tenant in the Unit under a lease previously approved by the Association.

Article XVI. Provisions Relating to Maintenance and Repairs

Section 16.01 By Owners

- (a) Each Owner shall maintain in good condition and repair, and shall replace at Owner's expense all portions of Owner's Unit, including the covering of all interior surfaces of Owner's Unit (such as paint, wallpaper, paneling, carpeting, wood flooring and windows), whether or not a part of the Unit or the Common Elements, and shall maintain and repair the fixtures therein and pay for any utilities which may be separately metered to Owner's Unit.

- (b) Air conditioning on the Condominium Property and service lines to and from the air conditioning units that serve only one Unit shall be maintained, replaced or repaired by each individual Owner, provided that if any repair or alteration is made or is to be made in any Common Elements, the Association, through the Board or the Manager shall approve such work in advance.
- (c) All repairs, including but not limited to, plumbing and electrical repairs within a Unit, shall be the financial obligation of the Owner and shall be paid for forthwith. No Owner shall permit any construction or similar lien to be placed upon Owner's Unit and, if any such lien is placed on a Unit, the Owner shall promptly pay the amount due or shall file a bond to cause the lien to be removed. If the construction lien is not immediately released, the Association shall have the right, but not any obligation, to discharge or transfer the lien and to levy a special assessment against the Owner for the that amount paid or deposited by the Association, plus a twenty-five (25) percent administration fee. Upon the Owner's failure to pay such special assessment, the Association shall have the right to foreclose its assessment lien for said amount, plus other sums permitted in this Declaration.
- (d) An Owner may not make any alteration or changes in the portions of Owner's Unit and the building that are to be maintained by the Association or that affect electric, water, garbage or drainage service to the Building or other Units, nor shall any Owner impair any easement. The provisions of this paragraph may be waived after first presenting construction plans to the Association and obtaining consent of the Association pursuant to Article XIX hereof. If an Owner wants to alter the adjoining Unit by safely removing nonessential portions to create a combined space for business purposes or to redivide several Units that have been previously combined for business use back into separate spaces Owner must obtain Association approval of the alterations which said approval shall not be unreasonably withheld.
- (e) In order to preserve and protect the integrity and security of the Building, the Association may select a vendor for repair or replacement of Unit air conditioning and janitorial service ("Approved Vendor"). The Building Unit Owner must contract directly with the Approved Vendor for such services unless the Association approves otherwise. The Association shall have no responsibility for the work of the Approved Vendor or its payment.

Section 16.02 By the Association

- (a) Except for certain Common Elements described below, the Association shall repair, maintain, and replace all of the Common Elements, including all landscaping and walkways if any in or upon the Condominium Property. Such duty of repair, maintenance and replacement shall extend to all portions of the Building that contribute to the support of the Building, including, but not limited to outside wall of the Building structural slabs, roof, interior boundary wall of office Units, load-bearing columns and any other load-bearing walls or structures. Such duty of the Association to maintain shall not include the decorated surfaces of the walls, ceilings or floors within a Unit nor any non-load bearing wall entirely within a Unit.

- (b) By way of example, but not limitation, the Association shall paint, maintain, repair and replace the Building Condominium's Common Elements, or shall contract for such maintenance, repair and replacement to assure maintenance of the Common Elements and improvements (excluding exterior glass areas of the condominium building) in a state of good repair and condition reasonably consistent with the level of maintenance reflected in the initial budget for the Association. The Association's duty shall include the repair and replacement of Common Element mechanical and electrical equipment serving more than one Unit, but not those that serve or the portion thereof that serves only one Unit; repair and maintenance of all walks, driveways, surfaces and markings, and other means of ingress and egress within the Condominium; maintenance and replacement of a common directory of Owners, if one is erected by the Association. All costs of such maintenance, repairs, replacements and services shall be paid for as Common Expenses of the Building Condominium. All work performed for and on behalf of an Owner which is not the responsibility of the Association shall be charged to the Owner as a special assessment. The Land Condominium Declaration permits a particular Building Condominium to opt out of management of its Common Elements, in which case, it may create its own Association for that purpose, or handle such maintenance, repair and replacement informally, provided, however that the Association shall always maintain the right and authority to control same in the event that a Building Condominium is not maintaining or repairing properly, or taking other action contrary to the terms of the Land Condominium Documents.
- (c) The Association shall maintain, repair and replace, as necessary, all conduits, plumbing, wiring and other facilities for the furnishing of utility services to the Units, but excluding there from such of the above-described facilities as are located within a Unit and service only that Unit, and further excluding the air conditioning equipment, which is to be maintained by the Owner.
- (d) All incidental damages caused to a Unit by any work undertaken to fulfill the maintenance and repair responsibility of the Association shall also be repaired by the Association and such repair shall be a Common Expense.
- (e) All expenses related to Common Elements of the individual Building Condominium shall be charged specifically to the particular Building Condominium, and not to other Land Unit Owners or Owners in other Building Condominiums. Each Condominium or Building shall have its own Building Budget.
- (f) The Developer of the Land Condominium may have created Land Units within a Building Pad that are larger than the proposed Building. The purpose is so that a particular Building Condominium's Owners may place walkways, landscaping and so on within the boundaries of the particular Building Condominium which creation and maintenance shall be included within the budget and expenses of that Condominium. The Association may charge maintenance expenses to the particular Building Condominium's Owners if the expense is unusual. All such landscaping and improvements are subject to the authority of the Architectural Review Committee.

- (g) In the event that any maintenance or repair is required due to the negligence or act of an Owner or an occupant, the Association may charge the responsible Unit Owner for the cost thereof.

Article XVII.
Common Expenses, Budgets and Assessments

Section 17.01 Common Expenses

The Association, by its Board, shall prepare and adopt an annual budget ("Building Budget") for the operation and management of the Building in accordance with the Condominium Documents. The Common Expenses shall be allocated to each Owner based upon each Owner's share of Common Elements as per Exhibit E, which allocated sum shall be assessed as the "Annual Assessment". Notwithstanding the above stated method of allocation, however, the Owners shall be obligated to pay in addition to the Annual Assessment, such Special Assessments as shall be levied by the Board against their Unit or Units either as a result of (i) extraordinary items of expense; (ii) the failure or refusal of other Owners of the Condominium to pay their Annual Assessment; or (iii) such other reasons or bases determined by the Board which are not inconsistent with the terms of the Condominium Documents or the Act. As described in the Act, a multi-condominium shall maintain separate budgets for each Condominium operated by the Association, which in this case, includes one Land Condominium and up to three Building Condominiums.

Section 17.02 Assessments

- (a) The Board shall approve an annual Building Budget for each fiscal year and such Budget shall project the anticipated Common Expenses for the ensuing fiscal year. The Bylaws contain other provisions applicable to the determination and make up of the Budget and allocation of expenses. The Building Unit Owners shall have the ability to provide input on the budget related to their Building Condominium's individual budget.
- (b) After the adoption of the Master and Building Budgets and determination of the Annual Assessment against the Owners in accordance with the shares of the Common Expenses hereinabove set forth, the Board shall assess such sums by promptly delivering or mailing notice thereof to such Owner's most recent address as shown by the books and records of the Association. The Annual Assessment shall be payable in monthly installments or in such other installment as determined by the Association and which shall be due and payable in advance to the Association regardless of whether members are sent or actually receive notice thereof.
- (c) The Owners, including the individual members/partners shareholders of any entity Owner, shall be personally, jointly and severally liable to the Association for the payment of all special, as well as regular Assessments, made by the Association against that Owner's Unit, or billed to such Owner and for all of collecting their delinquent Assessments, plus interest, an administrative late fee in an amount not to exceed the greater of \$25.00 or five percent (5%) of each installment of the Assessment, and attorneys fees and as hereinafter provided.

An Owner, however, shall not be personally liable for Assessments levied against Owner's Unit prior to Owner becoming an Owner of that Unit. In the event of default in the payment of an installment of an Annual Assessment, the Board may accelerate the remaining installments of the Annual Assessment upon notice thereof to the Owner in default. Upon such acceleration, the entire unpaid balance of the Annual Assessment shall become due upon the date stated in the notice, which shall not be less than ten (10) days after the date of the notice. In the event any Special Assessment, installment of an Annual Assessment or Accelerated Assessments are not paid within twenty (20) days after their due date, the Association, through the Board, may proceed to enforce and collect the said Assessments against the Owner owing the same in any manner provided for by the Act, including foreclosure and sale of the Unit.

- (d) The Board may at any time require Owners who have been delinquent in previous Assessments to maintain a minimum balance on deposit with the Association to cover future Assessments.
- (e) In connection with Assessments, the Association shall have all of the powers, rights, privileges, and legal remedies provided for by the Act, specifically including a lien upon each Unit for any unpaid Assessments and interest thereon against the Owner of such Unit, together with reasonable attorney's fees incurred by the Association incident to the collection of Assessments or enforcement of such lien. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest per annum rate permitted by law.
- (f) It is specifically acknowledged that the provisions of Section 718.116(7) of the Act are applicable to this Condominium, and to the extent that they afford greater protection to the Approved Mortgagee than the language of this Declaration, such statutory provision shall prevail. Further, if an Approved Mortgagee obtains title to a Unit by deed in lieu of foreclosure, such mortgagee shall not be liable for accrued Assessments against the Unit which become due prior to such acquisition of title, unless such accrued Assessment is secured by claim of lien for Assessments that is recorded prior to the recording of said Approved Mortgagee's mortgage. Assessments that are not secured by a claim of lien recorded prior to the recording of said mortgage shall be canceled as a lien on such Unit, effective with the conveyance of title to such mortgagee. The Approved Mortgagee, however, shall be liable for its proportionate share of any Special Assessment levied after the Approved Mortgagee acquires title to make up for the non-receipt of or cancellation of Assessments against the Unit acquired by the Approved Mortgagee (or its purchasers) and for all Assessments due on or after the date of such acquisition.
- (g) Purchaser acknowledges that City Centre' Condominium Association, Inc. is charged with the responsibility for assessing and collecting assessment charges from each member to defray the costs of the Association operation. The Purchaser agrees to pay to the Association, when due, the assessments provided for in the Condominium Documents and acknowledges receipt of the current operating budget of the Association. Purchaser acknowledges that the assessments and other items set forth in the operating budget are estimates and are subject to change as provided in the Condominium Documents. At

closing, Unit Owner agrees to pay, in addition to other closing costs (1) Pro rated assessment for the month of closing and the next month thereafter; (2) Payment equal to two times the current monthly assessment by the Association to be used for working capital.

- (h) Since the Developer is not excused from payment of Assessments on Building Units that have not sold, it shall not be required to make up any shortfall in Assessments.

Article XVIII. Insurance

The insurance which shall be purchased and maintained for the benefit of the Condominium shall be governed by the following provisions:

Section 18.01 All insurance purchased pursuant to this Article shall be purchased by the Association for the benefit of the Association, the Owners and their respective mortgagees, as their interests may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements.

Section 18.02 The cost of obtaining all insurance pursuant to this Article, excluding only the insurance as may be purchased by individual Owners, is declared to be a Common Expense, as are any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof. If required by a majority of the Approved Mortgagees, the Association shall from time to time deposit in an account established for that purpose sufficient monies in escrow to insure the payment of casualty insurance premiums insuring the Condominium Property.

Section 18.03 Each Owner shall obtain general liability insurance, at Owner's expense, affording coverage for Owner's liability for all losses, damages and expenses against the Owner for personal injury (including death) or property damage to any persons from the use or occupancy of the Unit, or, arising from any act or omission, neglect or fault of the Owner, Owner's agents, servants, employees, or invitees, or any failure of the foregoing to comply with any laws, statutes, ordinances, codes or regulations relating to the Unit. The Association shall be named as an additional insured. Such liability insurance shall be in an amount of not less than One Million (\$1,000,000) Dollars. Further, each Owner shall be responsible for acquiring and paying for Condominium Unit Owner's Insurance, insuring against loss because of casualty to any interior improvement or interior decorations, or to any personal property located within the Unit. The Owner is responsible for obtaining insurance for all of the Owner's property not specifically insured by the Association.

Section 18.04 The following coverage shall be obtained by the Association:

- (a) The Building and all other improvements on the Land Unit that are insurable in the name of the Association, including the Units and Common Elements, and all personal property owned by the Association shall be insured in an amount equal to the full insurable replacement value thereof (exclusive of excavations and foundations) as determined annually by the insurance company providing said coverage. Said coverage shall be provided only by an insurance company having a Best rating of A or better and shall afford

protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and all such other extended risks as from time to time may be covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm, and flood, if available.

- (b) Comprehensive general liability and property damage insurance in such an amount and in such form as shall be required by the Association in limits of not less than One Million Dollars (\$1,000,000) for bodily injury or death resulting from any one accident or occurrence; not less than Five Hundred Thousand Dollars (\$500,000) for property damage. Said coverage shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverage. All liability insurance shall contain cross liability endorsements to cover liabilities of the Owners as a group, to an individual Owner, and of one Owner against another and also liability coverage for all officers and directors of the Association.

Section 18.05 All insurance policies obtained by the Association shall provide that they may not be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association.

Section 18.06 The first year's insurance premium shall be paid by the Developer upon Building's Certificate of Occupancy and reimbursed by each Unit Owner at closing in accordance with Owner's Percentage of Interest.

Article XIX. Subdivision and Improvements

Section 19.01 The ownership space within any of the Units shall not be subdivided without permission of the Board as hereinafter provided other than as specifically authorized in this Declaration. Any instrument, whether a conveyance, mortgage, or otherwise, except for a lease, which describes only a portion of the space within any Unit, shall be deemed to describe the entire Unit, and the interest in the Common Elements appurtenant thereto owned by the person executing each instrument.

Section 19.02 The provisions of Section 718.107 of the Act are specifically incorporated into this Declaration.

Section 19.03 A Unit Owner may construct, remove or alter any non-structural partitioning wall within said Unit (hereinafter referred to as a "Partitioning Wall") at any time without the approval of the Association. However, in so doing, a Unit Owner may not sell, convey, or otherwise subdivide a Unit so that it is operated, inhabited, used or controlled by different individuals or companies. No Unit affected thereby shall ever consist of less than 1,000 square feet. The Boundary between two Units must be shown as a wall; therefore, if any portion of a Unit is conveyed to a Unit Owner after the initial Unit boundary is set, the parties to the transaction are responsible for erecting a Partitioning Wall at the Unit Boundary. Furthermore, the Parties to the transaction shall in the Deed conveying that a portion of a Unit from one Unit Owner to another define the Unit Boundaries of the Unit being subdivided. If there is no

Partitioning Wall separating two or more adjacent Units, before conveying any of the Units separately, the Owner shall partition said Units along the Unit Boundaries by erecting a Partitioning Wall. The Owner shall also provide an exterior door for access if none already exists, so that each separately owned Unit is fully partitioned and has independent access.

Section 19.04 The Alteration or removal of the Partitioning Wall within a Unit, as hereinabove described, shall not act to alter, merge or subdivide Units, or to change voting rights, percentage ownership of Common Elements or Common Surplus, or to change percentage of responsibility for Common Expenses allocated to the affected Units by this Declaration, but the placement of a Partitioning Wall encompassing a portion of a Unit other than as originally occupied and conveyance of said portion shall result in a change of voting rights, percentage ownership of Common Elements and Common Surplus, and the responsibility for Common Expenses allocated to the affected Units by this Declaration as determined by the Association and included as part of the Unit Amendment.

Section 19.05 If an Owner desires to change the legal boundaries between two adjacent Units, Owner may do so only upon approval of the Association of the plans and upon the recording by the Board of a Unit Amendment. The Owner shall submit plans for said alteration to the Association for approval prior to the conveyance and construction of the Partitioning Wall. Such plan approval may be conditioned upon payment of the fees of the Association's architects or engineers to review the plans and specifications, but otherwise approval shall not be unreasonably withheld by the Association. Such alteration shall also coordinate with the approvals required by Article XV above. A Unit Amendment is an Amendment to this Declaration that changes the boundaries between two adjacent Units and adjusts their ownership in the Common Elements, the share of Common Expenses and the number of votes to be cast by each affected Unit where such change constitutes more than ten (10%) percent of the conveying party's Unit. A fee of \$500.00 shall be submitted with the Owner's application for Unit Amendment. If the Board of Directors determines that no structural harm will result from the Unit Amendment, then the Association shall approve the plan and the Unit Amendment. If it approves the Unit Amendment, the Board shall cause to be prepared a Unit Amendment setting forth the new boundaries between the Units, adjusting said ownership of Common Elements, share of Common Expenses, voting rights and other items affected by the Unit Amendment. The Certificate shall be signed by the President and Secretary of the Association and the drawing shall be prepared and sealed by a licensed surveyor. The Unit Amendment shall then become effective upon recording in the Public Records of Flagler County, Florida. All costs associated with the Unit Amendment shall be paid by Owner.

Article XX. Severability

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

Article XXI. Interpretation

Section 21.01 Article, paragraph and subparagraph titles throughout this Declaration are intended only as a matter of convenience and for reference, and in no way define, limit, or affect this Declaration or the meaning of contents of the material contained herein.

Section 21.02 Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural.

Section 21.03 As used herein, the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association as described in the Articles and Bylaws, whether or not that person participates in the Association as a member.

Article XXII. Compliance, Default, and Remedies

Section 22.01 Compliance and Default. Each Unit Owner and the Association shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations of the Association duly adopted pursuant to the terms of the applicable documents, and as to all such documents and regulations as they may be amended from time to time. The Board of Directors of the Association is hereby granted the authority to appoint a committee or committees of Unit Owners for the purpose of implementing and enforcing the terms of these documents and regulations under the rules of procedure contained in the Bylaws. The Association and Unit Owners shall be entitled to the following relief in addition to the remedies provided by The Condominium Act:

- (a) **Negligence.** A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by the negligence of the Owner, the Owner's members, guests, employees, agents, invitees or lessees, but only to the extent that expense is not met by the proceeds of insurance carried by the Association.
- (b) **Costs and Attorneys' Fees.** In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Condominium Act, this Declaration, the Bylaws, or the Regulations, and those items as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees.
- (c) **No Waiver of Rights.** The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the Bylaws or the Regulations shall not constitute a waiver of the right to do so thereafter.
- (d) **Fines.** Pursuant to 718.303(3), Florida Statutes, the Association may levy reasonable fines against a Unit for the failure of the Unit Owner, or its tenants, guest, occupant, licensee, or invitee, to comply with any provision of the Declaration of Condominium, the Bylaws, or Rules and Regulations. No such fine may exceed \$100.00 per violation or the highest amount permitted by statute from time to time whichever sum is greater. 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 \$25,000. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied.

Section 22.02 Remedies. Each Owner shall be governed by and shall comply with the Act and all of the Condominium Documents as they may exist from time to time. Failure to do so shall entitle the Association, or any other Owner, or any Approved Mortgagee holding a mortgage encumbering any Unit, 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 in law or in equity. A party who prevails in such action to enforce the Act or the Condominium Documents shall be entitled to impose an administrative fee and to recover his or her attorney's fees through all appeals. Further, the Association shall be entitled to impose an administrative fee and to recover its attorney's fees if it becomes necessary for the Association to enforce the Condominium Documents. The Association shall have the power to levy a Special Assessment against the Owner for the total of such fees, and to foreclose thereon in accordance with the provisions of this Declaration as in the case of other Assessments. Such right of Assessment shall not include the right to a lien or foreclosure where prohibited by the Act. The failure to promptly enforce any of the provisions of the Condominium Documents shall not bar their subsequent enforcement. In any proceeding arising because of an alleged failure of an Owner to comply with the terms of the Condominium Documents, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees at all trial and appellate levels as may be awarded by the court.

Article XXIII.

Alteration of Units By Developer

Section 23.01 Developer reserves the right to alter the interior design and arrangement of all Units, and to alter the boundaries, so long as Developer owns the Units so altered (which alterations in Developer's Units are hereinafter referred to as the ("Developer Alterations")).

Section 23.02 Any such Developer Alterations which change the number of Units or alter the Boundaries of the Common Elements (other than interior walls abutting Units Owned by Developer) shall require a Unit Amendment to this Declaration in the manner provided in Article XIX hereof, and such Amendment shall, if appropriate, adjust the shares of the Common Elements, Common Expenses, and Common Surplus, and the voting rights attributable to the Units being affected by the Alterations.

Section 23.03 In the event that the Developer Alterations require an Amendment in accordance with the provisions of Section 23.02 above, then an Amendment of this Declaration shall be filed by Developer in accordance with the provisions of this Section. Such Amendment ("Developer Amendment") need be signed and acknowledged only by Developer and need not be approved by the Association, other Owners or lienors or mortgagees of the Units.

**Article XXIV.
Alterations By The Association**

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 right of any Owner, the Building Unit Owners as a whole, or any Approved Mortgagee. Board approval shall not be granted for any structural change or Association Alterations that may in any manner endanger a Building or any part thereof, or inhibit the use of any Unit for use within the provisions of this Declaration.

Section 24.01 In the event such changes or improvements prejudice the rights of an Owner, the Building Unit Owners in the Building or an Approved Mortgagee, the consent of such Owner or Approved Mortgagee so prejudiced shall be required before such changes or improvements may be made. In any event, approval shall be submitted for ratification by an affirmative two-thirds (2/3) of the votes cast by Owners if the cost of the proposed new improvement or addition exceeds Ten Thousand Dollars (\$10,000).

Section 24.02 The cost of such Association Alterations and improvements shall be assessed among the Owners in proportion to their share of Common Expenses. However, where in the judgment of the Board, the improvements and/or improvements or Association Alterations are exclusively or substantially for the benefit of an Owner or Owners requesting said improvements or Alterations, then the Owner requesting the improvements will be assessed for the improvements and/or Association Alterations. Where more than one Owner has requested the improvements, then the Assessment will be proportioned jointly between them as they agree; and failing such agreement between the Owners, in such proportion as may be determined by the Board.

Section 24.03 The cost of maintenance, repair and operation of any such Alterations or improvements determined by the Board to be disproportionately for the benefit of one or more Owners shall be assessed to such Owners as Special Assessments. Any such Special Assessments levied against more than one Owner shall allocate the expense of maintenance, repair and operation in the same proportion as the cost of such improvement or Alteration.

Section 24.04 Where it deems appropriate, the Board may propose an Amendment declaring an improvement or Association Alteration to the Common Elements made at the request of an Owner or group of Owners for the exclusive benefit of such Owner or Owners to be a "Limited Common Element" (as defined by the Act) or such Unit. The cost of such improvement or Association Alteration shall be paid as a Special Assessment by the Owners benefited. Adoption of such Amendment will be subject to the provisions of Article XXV.

**Article XXV.
Amendments to Declaration**

Section 25.01 Except as otherwise provided in this Declaration and for Developer's Amendments, this Declaration may be amended at any regular or special meeting of the Building Condominium Owners called and held in accordance with the Bylaws, by the affirmative vote of

not less than two-thirds (2/3) of the votes cast by the Owners at such meeting, provided that any Amendment shall be approved or ratified by a majority of the Board as a whole as well.

Section 25.02 An Amendment to the Declaration shall be evidenced by an Amendment executed by the President and Secretary or Vice President and Assistant Secretary of the Association and recorded in accordance with the Act. A true copy of such Amendment shall be sent by certified mail by the Association to the Owners and to all Approved Mortgagees ("Mailing"). The Amendment shall become effective upon the recording the Amendment in the Public Records of Flagler County, Florida.

Section 25.03 Whenever it shall appear to the Board that there is a defect, error, or omission in this Declaration or other documentation required by law to establish this Condominium, the Association through its Board, may call for a special meeting of the Owners to consider amending the Declaration or other documents in accordance with Section 718.110 of the Act. Upon the affirmative vote of not less than two-thirds (2/3) of the votes cast by the Owners, the Association shall amend the appropriate documents. A true copy of such Amendment shall be sent pursuant to the Mailing. The Amendment shall become effective upon the recording of the Amendment in the Public Records of Flagler County, Florida.

Section 25.04 Until the Developer turns over control of the Association to the Owners other than the Developer, the Developer may amend this Declaration and/or the Articles and Bylaws in order to correct a scrivener's error or other defect or omission, as determined in the sole discretion of the Developer, without the consent of the Owners or the Board. This Amendment shall be signed by Developer alone and a copy of the Amendment shall be furnished to each Owner, the Association and all Approved Mortgagees as soon after recording thereof in the Public Records of Flagler County, Florida, as is practicable.

Section 25.05 Except as provided by Paragraph 25.04 above, the Articles and Bylaws may be amended as provided in such documents.

Section 25.06 No Amendment shall be adopted which shall impair or prejudice the rights or priorities of Developer, the Association or any Approved Mortgagee under this Declaration and the other Condominium Documents without the specific written approval of Developer, the Association or the Approved Mortgagee affected thereby.

Section 25.07 Amendments made prior to the first recording of the Declaration may be incorporated without notice into the body of the Declaration or other Condominium Documents. The Condominium Documents to be recorded may be in a different format than the documents given to Owners, but each will be counterparts of the other if the wording is substantially the same. If a conflict exists, then the recorded Declaration, Exhibits and Amendments thereto will prevail.

Article XXVI.
Provisions Relating to Termination

Section 26.01 This Declaration may be terminated by the affirmative written consent of eighty percent (80%) of the Owners and the written consent of all Approved Mortgagees holding first mortgages encumbering Units in the Condominium; provided, however, that the Board also consents to such termination by a vote of two-thirds (2/3) of the entire Board taken at a special meeting called for that purpose.

Section 26.02 In the event of the termination of the Condominium, the Condominium Property shall be deemed removed from the provisions of the Act and shall be owned by the then Owners, in accordance with the percentage share of each Owner in the Common Elements as provided in this Declaration. Any and all lien rights provided for in this Declaration or elsewhere shall continue to run with the real property designated herein as Condominium Property, and shall encumber the respective undivided shares of the Owners thereof as tenants in common.

Section 26.03 The termination of the Condominium shall only become effective upon the execution and recording of a Certificate of Termination by the Association signed by its President and Secretary in the manner required for the conveyance of land in Florida, certifying as to facts affecting the termination. The Certificate shall become effective upon being recorded in the Public Records of Flagler County, Florida.

Article XXVII.
Multicondominium Provisions

Section 27.01 As is provided throughout this Declaration, as well as the Declaration of City Centre Land Condominium (the "Land Condominium") this Building Condominium is created as a multi-condominium with up to three (3) separate Building Condominiums also being controlled by the Association in addition to the Land Condominium. The purpose or the distinction between Land Condominium and Building Condominium is to permit sale of Land Units without the Developers being required to construct improvements or buildings thereon, and without being deemed the Developer of such Buildings, in addition to providing autonomy within each separate Building Condominium.

Section 27.02 The Association shall have authority to operate the entire Condominium project, to enforce all provisions of Condominium Documents, to maintain all Condominium Property, including both the Land Condominium and all Building Condominiums or Buildings.

Section 27.03 The Association may permit this Building Condominium to opt out of Association maintenance and control of its particular Building, and may maintain and control its own Building, in which case it shall not be assessed by the Association for the costs related to its Building. However, even if the Building Condominium opts out, the Association shall continue to have authority to require maintenance, and to take any action necessary to maintain the safety, aesthetic values, maintenance requirements to the same maintenance standards as the entire Land Condominium project, parking and other regulations, and any other aspect of the Condominium

as a whole. The Building Condominium that opts out may create its own sub-association, to operate its own Building. The Building Condominium may not opt out of its membership and obligations related to the Association insofar as the Land Condominium is concerned.

Section 27.04 As part of the Development Plan, if an area around the Building has been created within the Building Pad, so that the Building Condominium may plant its own vegetation, place fountains, or other aesthetically pleasing improvements. The Association's employees or independent contractors may perform routine maintenance of such vegetation, but may charge the Owners of the Building any extra expense incurred thereby.

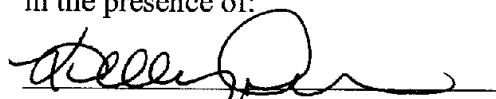
Section 27.05 The terms of the separate Declaration of Condominium of City Centre' a Land Condominium (Land Condominium) shall apply even if not repeated herein.

Section 27.06 No separate Association is required to be created for this Building Condominium, as the Association that is created with the Land Condominium controls this Condominium as well. If the Building Unit Owners determine to opt out and create their own association, they must provide its Articles and Bylaws to the Association.

Unofficial Document

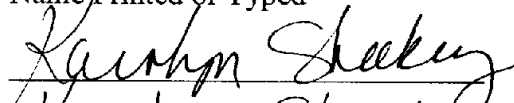
IN WITNESS WHEREOF, CITY CENTRE' OF PALM COAST, INC., a Florida Corporation, has caused these presents to be signed in its name by its President and its corporate seal affixed this 26th day of October, 2009.

Signed, sealed and delivered
in the presence of:



Kelly DeLore

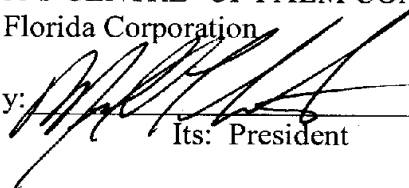
Name Printed or Typed



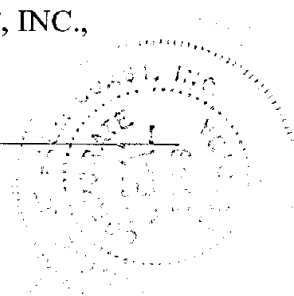
Carolyn Sheekey

Name Printed or Typed

CITY CENTRE' OF PALM COAST, INC.,
a Florida Corporation

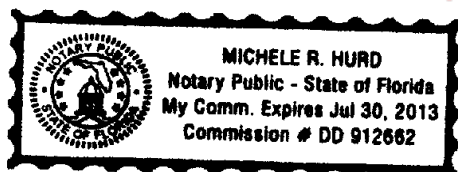
By: 

Its: President



STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 26th day of October, 2009, by Michael D. Chiumento, President of City Centre' of Palm Coast, a Florida corporation, who is personally known to me and he did not take an oath.





Notary Public's Signature

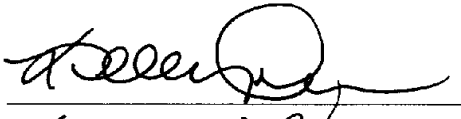
My Commission expires:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, City Centre' Condominium Association, Inc., a Florida not-for-profit corporation, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by provisions of the Declaration of Condominium and the Exhibits attached thereto.

IN WITNESS WHEREOF, the above described corporation, a Florida not-for-profit corporation, has caused these presents to be signed in its name by its President and its corporate seal affixed, this 26th day of October, 2009.

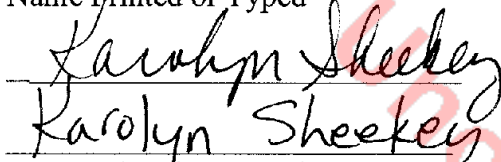
Signed, sealed and delivered
in the presence of:

City Centre' Condominium Association, Inc
a Florida not-for-profit corporation



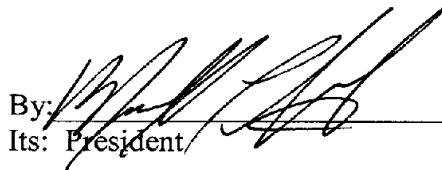
Kelly Devore

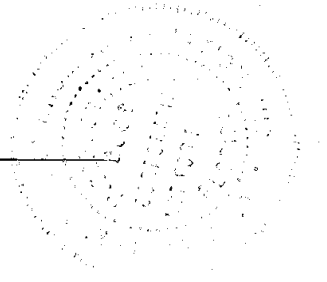
Name Printed or Typed



Carolyn Sheekey

Name Printed or Typed

By: 
Its: President



STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 26th day of October, 2009, by Michael D. Chiumento, President of City Centre' Condominium Association, Inc., a Florida not-for-profit corporation. He is personally known to me.



Notary Public's Signature
My Commission expires:



JOINDER AND CONSENT TO DECLARATION

The Independent Bankers Bank of Florida, as the holder of a Mortgage dated May 30, 2008, recorded in O.R. Book 1663, Page 1729, of the Public Records of Flagler County, Florida, and as holder of a Note and Mortgage Modification Agreement dated May 26, 2009, recorded in O.R. Book 1720, Page 483, of the Public Records of Flagler County, Florida, encumbering the lands described in the foregoing Declaration of City Centre' Building Condominium I (the "Declaration"), joins in the filing of the Declaration as Mortgagee for the limited and sole purpose of consenting to execution and recording of the Declaration.

Signed, sealed and delivered
in the presence of:

WITNESSES:

Linda Fitzgerald

Print: Linda Fitzgerald

Donna Berry

Print: Donna Berry

THE INDEPENDENT BANKERS BANK
OF FLORIDA, a state banking association

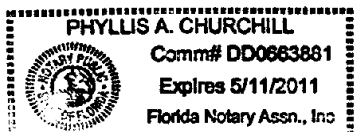
By: *[Signature]*

Attest: *[Signature]*

STATE OF FLORIDA

COUNTY OF Sevier

The foregoing Joinder was acknowledged before me this 31st day of August, 2009, by ROBERT B. WILSON, as SVT of The Independent Bankers Bank of Florida, a state banking association. He/She is personally known to me or has produced _____ as identification.



[Signature]
Printed Name: Phyllis A. Churchill
Notary Public - State of Florida
My Commission Expires:
My Commission Number:

**EXHIBIT A
TO
DECLARATION OF CONDOMINIUM
OF
CITY CENTRE' BUILDING CONDOMINIUM I**

LEGAL DESCRIPTION

Land Unit 1, **CITY CENTRE' LAND CONDOMINIUM**, a Commercial Condominium, according to the Declaration of Condominium thereof, and an undivided interest in the common elements thereof, recorded in the Public Records of Flagler County, Florida at Official Records Book 1742, Page 27, and all amendments thereto.

Unofficial Document

**EXHIBIT B
TO
DECLARATION OF CONDOMINIUM
OF
CITY CENTRE' BUILDING CONDOMINIUM I**

SURVEYOR'S CERTIFICATE

Unofficial Document



J. B. FRIES & ASSOCIATES, INC.

Professional Surveyor & Mapper

P.O. Box 731868 • Ormond Beach, FL 32173 • Email: info@jbfries.com

Volusia: 386-671-1700 • Volusia Fax: 386-671-1931

Flagler: 386-517-0517 • Flagler Fax: 386-517-0522

CITY CENTRE' BUILDING CONDOMINIUM I

CERTIFICATE OF SURVEYOR:

THE UNDERSIGNED, A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE LAND CONSTITUTING CITY CENTRE' BUILDING CONDOMINIUM I, A COMMERCIAL CONDOMINIUM AND THAT THIS SURVEY AND PLOT PLAN TOGETHER WITH OTHER GRAPHIC EXHIBITS AND THE DECLARATION OF CONDOMINIUM OF CITY CENTRE' BUILDING CONDOMINIUM I, A COMMERCIAL CONDOMINIUM ARE IN SUFFICIENT DETAIL TO IDENTIFY THE COMMON ELEMENTS, LIMITED COMMON ELEMENTS, AND EACH UNIT AND THEIR RELATIVE LOCATIONS AND APPROXIMATE DIMENSIONS AND THAT IDENTIFICATION OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS. CONSTRUCTION OF ALL PRESENTLY PLANNED IMPORVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICE AND ACCESS TO EACH UNIT AND COMMON ELEMENT FACILITIES AND LIMITED COMMON ELEMENT FACILITIES SERVICING EACH UNIT IS SUBSTANTIALLY COMPLETE.

12 OCTOBER, 2009
(SIGNATURE DATE)


BRYAN E. FRIES, P.S.M. #5602
LICENSED BUSINESS #7222

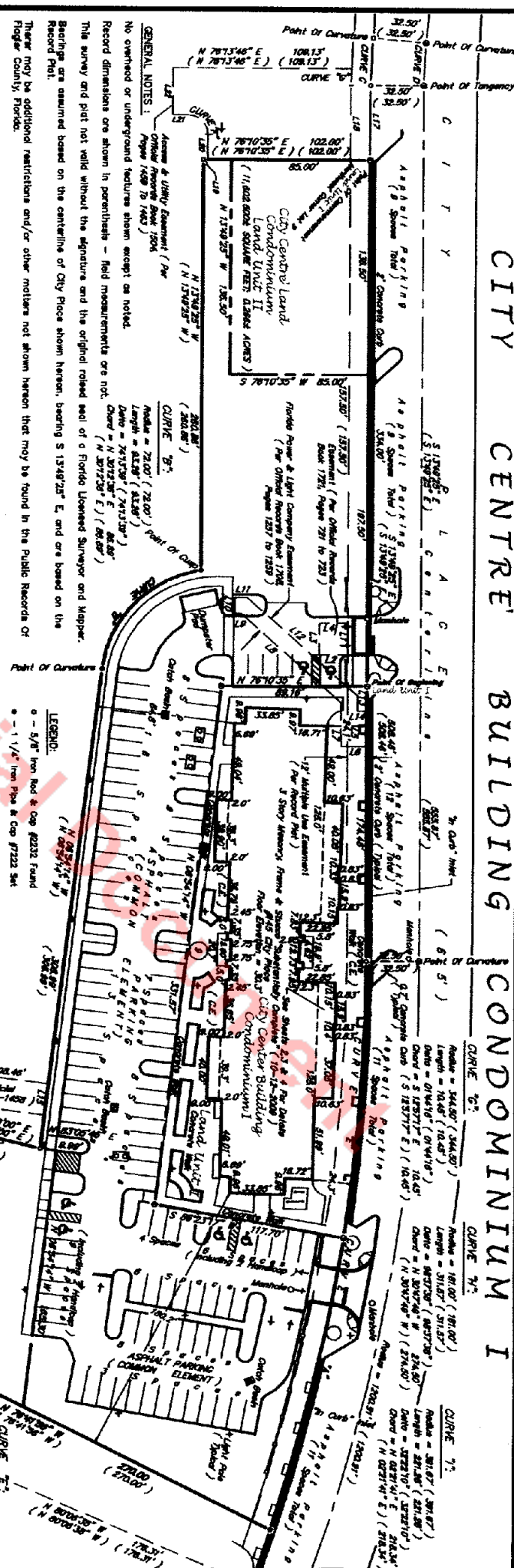
SHEET 10 OF 10

**EXHIBIT C
TO
DECLARATION OF CONDOMINIUM
OF
CITY CENTRE' BUILDING CONDOMINIUM I**

SURVEY, SITE/PLOT PLAN

Unofficial Document

CITY CENTRE BUILDING CONDOMINIUM I



GENERAL NOTES:

No overhead or underground features shown except as noted.
Record dimensions are shown in parentheses - field measurements are not shown.
This survey and plot not valid without the signature and the original rolled seal of a Florida Licensed Surveyor and Mapper.
Bearings are assumed based on the centerline of City Place shown hereon, bearing S 13°48'25\"/>

The expected land use, as classified in the Minimum Technical Standards (61817-6, Florida Administrative Code) is "Commercial/High Risk". The minimum relative distance accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.
Field Survey Date: 23 September, 2008.
Parcel Area = 36,631,590 Square Feet; 0.8414 Acres.
Elevations are on National Geodetic Vertical Datum.

PLAT OF BOUNDARY SURVEY OF:

LAND UNIT 1 OF CITY CENTRE LAND CONDOMINIUM, OF RECORD IN OFFICIAL RECORDS BOOK 1742, PAGE 27, THROUGH 47, INCLUSIVE, PUBLIC RECORDS OF PALMER COUNTY, FLORIDA.

Description created this survey:
The property described hereon is in Zone 3, per the Flood Insurance Rate Map, Community Panel Number 120654 0230 D, Map Number 1203500230D, dated 17 July 2008.



- 1. ALL LAND AND PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS ARE PART OF THE COMMON ELEMENTS.
- 2. COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING INGRESS AND EGRESS TO PUBLIC WAYS.

OWNER: CITY CENTRE OF PALM COAST, INC., A FLORIDA CORPORATION
4145 CITY PLACE
PALM COAST, FLORIDA 32909
ALL LANDS AND IMPROVEMENTS OUTSIDE OF THE LIMITS OF CONDOMINIUM OWNERSHIP SHALL CONSTITUTE COMMON ELEMENTS AND/OR LIMITED COMMON ELEMENTS.
SITE AREA (PER LEGAL DESCRIPTION): 36,631,590 SQUARE FEET;
ELEVATIONS ARE ON NATIONAL GEODETIC VERTICAL DATUM.
PLANNING SPACES PROVIDED: 117 TOTAL, INCLUDING 8 HANDICAP SPACES.
C.E. = COMMON ELEMENT.

12 OCTOBER 2009
(SIGNATURE DATE)
RYAN E. FRIES, P.S.M., #6002
LICENSED SURVEYOR
J.B. FRIES & ASSOCIATES, INC.
10001 N. US HWY 1
SUITE 200
PALM BEACH, FL 33411
TEL: (561) 871-1877
FAX: (561) 871-1877
WWW.JBFRIES.COM

PREPARED FOR:
CITY CENTRE OF PALM COAST, INC.
CARE OF:
CHANNING & QUINCY P.A.
4 OLD RINGS ROAD NORTH, SUITE B
PALM COAST, FLORIDA 32909

CHECKED BY:
RYAN E. FRIES
DATE:
10/12/09

DATE:
10/12/09
BY:
RYAN E. FRIES
TITLE:
LICENSED SURVEYOR
NO.:
#6002

**EXHIBIT D
TO
DECLARATION OF CONDOMINIUM
OF
CITY CENTRE' BUILDING CONDOMINIUM I**

FLOOR PLAN, ELEVATIONS, ROOF PLAN

Unofficial Document

CITY CENTRE' BUILDING CONDOMINIUM I

DESCRIPTION OF COMMON ELEMENTS:

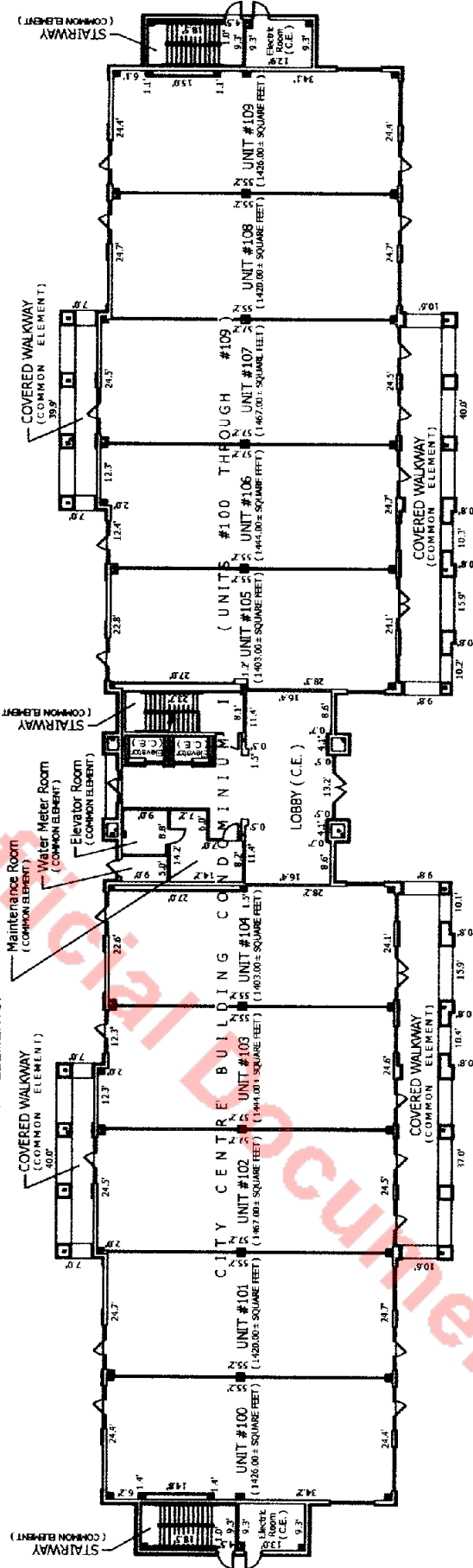
1. ALL LAND AND PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS ARE PART OF THE COMMON ELEMENTS AND/OR LIMITED COMMON ELEMENTS.
2. ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT CONSTITUTE A PART OF THE COMMON ELEMENT.
3. ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATIONS CONSTITUTE PART OF THE COMMON ELEMENTS.
4. COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING INGRESS AND EGRESS TO PUBLIC WAYS.

PROJECT DATA:

OWNER: CITY CENTRE' OF PALM COAST, INC., A FLORIDA CORPORATION.
#145 CITY PLACE
PALM COAST, FLORIDA

ALL LANDS AND IMPROVEMENTS OUTSIDE OF THE LIMITS OF CONDOMINIUM OWNERSHIP SHALL CONSTITUTE COMMON ELEMENTS AND/OR LIMITED COMMON ELEMENTS.
SITE AREA (PER LEGAL DESCRIPTION): 36,631.590± SQUARE FEET; 0.841± ACRES.
ELEVATIONS ARE ON NATIONAL GEODETIC VERTICAL DATUM.
PARKING SPACES PROVIDED: 117 TOTAL, INCLUDING 6 HANDICAP SPACES.
SEE SHEET 1 OF 10 FOR PERIMETER BUILDING DIMENSIONS.
C.E. = COMMON ELEMENT.
FLOOR ELEVATION = 30.3'

THE SQUARE FOOTAGE OF EACH UNIT AS SHOWN IS CALCULATED FROM THE AREA OUTSIDE THE PERIMETER WALL AND TO THE CENTER LINE OF THE DEMISING WALL AND INCLUDED WITH THAT PORTION THEREOF BEING PART OF THE COMMON ELEMENTS.



FIRST FLOOR PLAN

Sheet 2 of 10

OWNER: CITY CENTRE' BUILDING CONDOMINIUM I
PREPARED FOR:
CITY CENTRE' OF PALM COAST, INC.
CARE OF:
CHUMENTO & GUNTHARP P.A.
4 OLD KINGS ROAD NORTH, SUITE 8
PALM COAST, FLORIDA

DATE: 11/11/00
BY: BRYAN E. FRIES
CHECKED BY: BRYAN E. FRIES
DATE: 11/11/00
BY: BRYAN E. FRIES

J. B. FRIES & ASSOCIATES, INC.
Professional Engineer and Surveyor
1525 West State Street, Suite 100
Palm Beach, Florida 33480
Phone (561) 877-1700
Fax (561) 877-1830
Email: jbf@jbfinc.com

CITY CENTRE' BUILDING CONDOMINIUM I

DESCRIPTION OF COMMON ELEMENTS:

1. ALL LAND AND PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS ARE PART OF THE COMMON ELEMENTS AND/OR LIMITED COMMON ELEMENTS.
2. ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT CONSTITUTE A PART OF THE COMMON ELEMENT.
3. ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATIONS CONSTITUTE PART OF THE COMMON ELEMENTS.
4. COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING INGRESS AND EGRESS TO PUBLIC WAYS.

PROJECT DATA:

OWNER: CITY CENTRE' OF PALM COAST, INC., A FLORIDA CORPORATION.

#145 CITY PLACE

PALM COAST, FLORIDA

ALL LANDS AND IMPROVEMENTS OUTSIDE OF THE LIMITS OF CONDOMINIUM OWNERSHIP SHALL CONSTITUTE COMMON ELEMENTS AND/OR LIMITED COMMON ELEMENTS.

SITE AREA (PER LEGAL DESCRIPTION): 38,831.590± SQUARE FEET; 0.841± ACRES.

ELEVATIONS ARE ON NATIONAL GEODETIC VERTICAL DATUM.

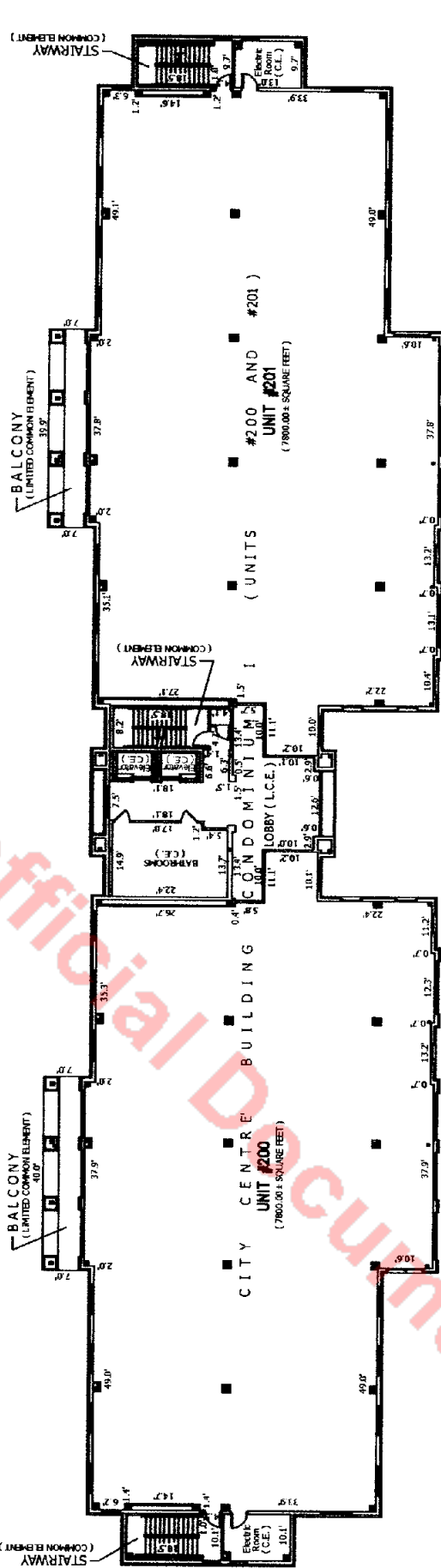
PARKING SPACES PROVIDED: 117 TOTAL, INCLUDING 6 HANDICAP SPACES.

SEE SHEET 1 OF 10 FOR PERIMETER BUILDING DIMENSIONS.

L.C.E. = LIMITED COMMON ELEMENT

FLOOR ELEVATION = 44.3'

THE SQUARE FOOTAGE OF EACH UNIT AS SHOWN IS CALCULATED FROM THE AREA OUTSIDE THE PERIMETER WALL AND TO THE CENTER LINE OF THE DEMISING WALL AND INCLUDED WITH THAT PORTION THEREOF BEING PART OF THE COMMON ELEMENTS.



SECOND FLOOR PLAN

Sheet 3 of 10

OWNER: CITY CENTRE' BUILDING CONDOMINIUM I		J. B. FRIES & ASSOCIATES, INC.	
PREPARED FOR:		Production Manager And Manager	
CITY CENTRE' OF PALM COAST, INC.		2500 West State Road #100	
CARE OF:		Orlando, Florida 32814	
ONUMENTO & GUNTHARP P.A.		Phone (407) 877-1700	
4 OLD KING ROAD NORTH, SUITE B		Fax (407) 877-1800	
PALM COAST, FLORIDA		Email: jbfries@aol.com	
DATE: 11/1/01		SCALE: 1" = 1'-0"	
DRAWN BY: BRYAN E. FRIES		CHECKED BY: BRYAN E. FRIES	
DATE: 11/1/01		DATE: 11/1/01	
PROJECT NO: 00000000		JOB NO: 00000000	
SHEET NO: 003-0000		TOTAL SHEETS: 003-0000	

CITY CENTRE' BUILDING CONDOMINIUM I

DESCRIPTION OF COMMON ELEMENTS:

1. ALL LAND AND PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS ARE PART OF THE COMMON ELEMENTS AND/OR LIMITED COMMON ELEMENTS.
2. ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT CONSTITUTE A PART OF THE COMMON ELEMENT.
3. ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATIONS CONSTITUTE PART OF THE COMMON ELEMENTS.
4. COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING INGRESS AND EGRESS TO PUBLIC WAYS.

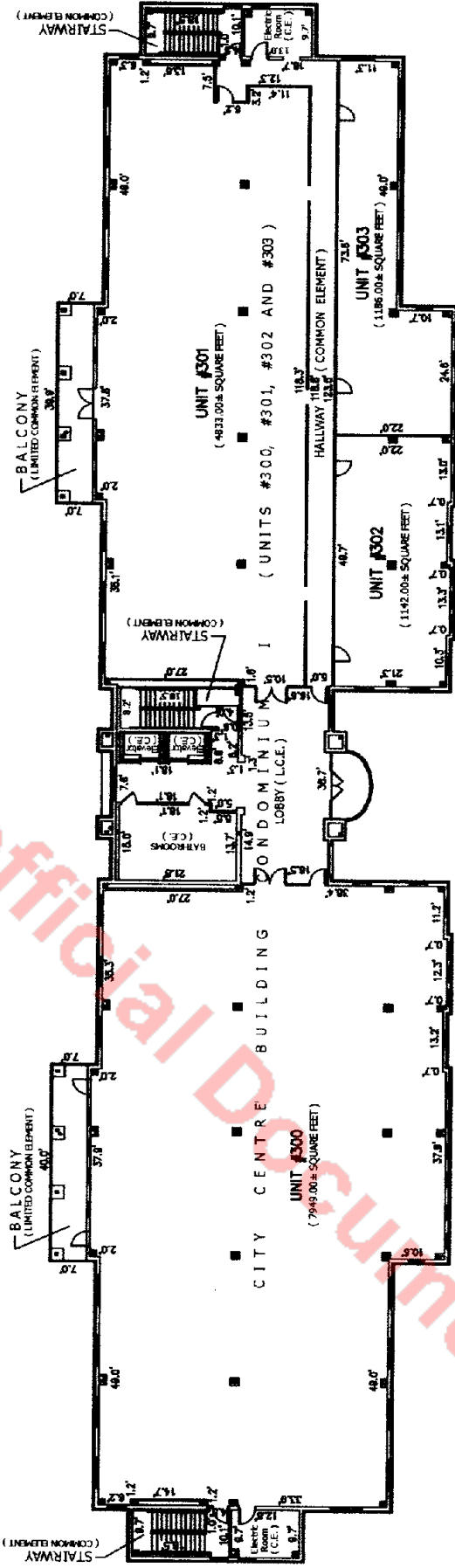
PROJECT DATA:

OWNER: CITY CENTRE' OF PALM COAST, INC., A FLORIDA CORPORATION.
#145 CITY PLACE
PALM COAST, FLORIDA

ALL LANDS AND IMPROVEMENTS OUTSIDE OF THE LIMITS OF CONDOMINIUM OWNERSHIP SHALL CONSTITUTE COMMON ELEMENTS AND/OR LIMITED COMMON ELEMENTS.
SITE AREA (PER LEGAL DESCRIPTION): 36,631.590± SQUARE FEET; 0.841± ACRES.
ELEVATIONS ARE ON NATIONAL GEODETIC VERTICAL DATUM.
PARKING SPACES PROVIDED: 117 TOTAL, INCLUDING 6 HANDICAP SPACES.
SEE SHEET 1 OF 10 FOR PERIMETER BUILDING DIMENSIONS.
L.C.E. = LIMITED COMMON ELEMENT.

FLOOR ELEVATION = 57.6'.

THE SQUARE FOOTAGE OF EACH UNIT AS SHOWN IS CALCULATED FROM THE AREA OUTSIDE THE PERIMETER WALL AND TO THE CENTER LINE OF THE DEMISING WALL AND INCLUDED WITH THAT PORTION THEREOF BEING PART OF THE COMMON ELEMENTS.



THIRD FLOOR PLAN

Sheet 4 of 10

OWNER: CITY CENTRE' BUILDING CONDOMINIUM I PREPARED FOR:		J. B. FRIES & ASSOCIATES, INC. Professional Engineer And Mapper 4045 West State Road #40 Orlando, Florida 32814 Phone (407) 871-1100 Fax (407) 871-1411 Email: jbf@jbfassociates.com	
CARE OF:	PROJECT NO.	DATE	SCALE
CITY CENTRE OF PALM COAST, INC. CHALMERS & GUNTHARP P.A. 4 OLD KINGS ROAD NORTH, SUITE 8 PALM COAST, FLORIDA	BRYAN E. FRIES 2008.04	BRYAN E. FRIES 2008.04	1" = 1/32"

CITY CENTRE' BUILDING CONDOMINIUM I

DESCRIPTION OF COMMON ELEMENTS:

1. ALL LAND AND PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS ARE PART OF THE COMMON ELEMENTS AND/OR LIMITED COMMON ELEMENTS.
2. ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT CONSTITUTE A PART OF THE COMMON ELEMENT.
3. ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATIONS CONSTITUTE PART OF THE COMMON ELEMENTS.
4. COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING INGRESS AND EGRESS TO PUBLIC WAYS.

PROJECT DATA:

OWNER: CITY CENTRE' OF PALM COAST, INC., A FLORIDA CORPORATION.

#145 CITY PLACE
PALM COAST, FLORIDA

ALL LANDS AND IMPROVEMENTS OUTSIDE OF THE LIMITS OF CONDOMINIUM OWNERSHIP SHALL CONSTITUTE COMMON ELEMENTS AND/OR LIMITED COMMON ELEMENTS.

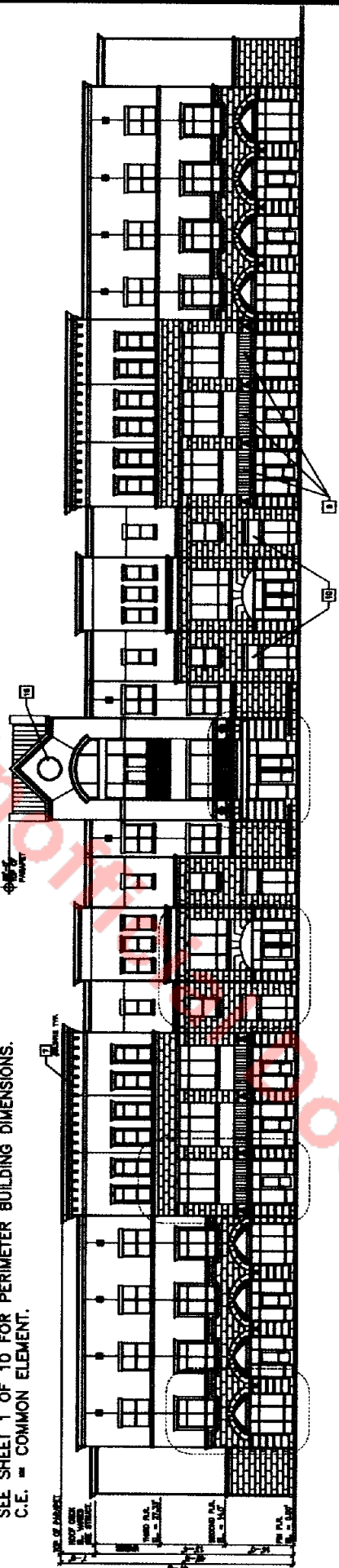
SITE AREA (PER LEGAL DESCRIPTION): 18,951.255± SQUARE FEET; 0.435± ACRES.

ELEVATIONS ARE ON NATIONAL GEODETIC VERTICAL DATUM.

PARKING SPACES PROVIDED: 117 TOTAL, INCLUDING 6 HANDICAP SPACES.

SEE SHEET 1 OF 10 FOR PERIMETER BUILDING DIMENSIONS.

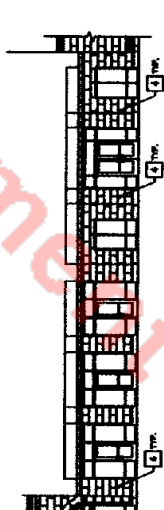
C.E. = COMMON ELEMENT.



CITY PLACE STREET ELEVATION
SCALE 3/8" = 1'-0"

GENERAL NOTES

1. 2" SYNTHETIC STUCCO SYSTEM - MEDIUM TEXTURE
2. SYNTHETIC STUCCO SYSTEM - MEDIUM TEXTURE
3. SYNTHETIC STUCCO SYSTEM - MEDIUM TEXTURE
4. SYNTHETIC STUCCO SYSTEM - MEDIUM TEXTURE
5. SYNTHETIC STUCCO SYSTEM - MEDIUM TEXTURE
6. SYNTHETIC STUCCO SYSTEM - MEDIUM TEXTURE
7. DECORATIVE LIGHT FIXTURE
8. DECORATIVE POLYMER IMPACT OR LAMINATE BY "METAL"
9. ALUMINUM STORMDOOR SYSTEM AND SLIDING
10. STANDING SEAM METAL ROOF ON METAL FRAME SUPPORT SYSTEM
11. PRE-INSTALLED FLOORING AMONG OTHER METAL FRAME SUPPORT SYSTEM
12. EMERGENCY OVERFLOW SUMP
13. PRE-FABRICATED ALUMINUM RAILING
14. STANDING SEAM METAL ROOF PANELS
15. CONTINUOUS FINE MASONRY BASE WITH CHAMFER IS 5/8"X10
16. PRE-FABRICATED ALUM CHAMPT SYSTEM SUPPORTED BY ALUM. AND SUPPORT SYSTEM
17. METAL LACE AND REEL - PROVIDED BY OTHERS - INSTALLED BY CONTRACTOR



PARTIAL EAST ELEVATION (RIGHT SIDE)
SCALE 3/8" = 1'-0"

Sheet 5 of 10

CITY CENTRE' BUILDING CONDOMINIUM I		J. B. FRIES & ASSOCIATES, INC.	
PREPARED FOR:		Professional Engineer and Architect	
CITY CENTRE' OF PALM COAST, INC.		43435 West State Road 160	
CARE OF:		Orlando, Florida 32817-74	
CHUMENTO & GUNTHER P.A.		Phone (305) 871-1700	
4 OLD KINGS ROAD NORTH, SUITE B		Fax (305) 871-1837	
PALM COAST, FLORIDA		Email: info@jbfries.com	
DATE:		1" = 3/32"	
BY:		BRYAN E. FRIES	
CHECKED BY:		BRYAN E. FRIES	
DATE:		12/10/2009	
BY:		BRYAN E. FRIES	
DATE:		12/10/2009	

CITY CENTRE' BUILDING CONDOMINIUM I

DESCRIPTION OF COMMON ELEMENTS:

1. ALL LAND AND PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS ARE PART OF THE COMMON ELEMENTS AND/OR LIMITED COMMON ELEMENTS.
2. ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT CONSTITUTE A PART OF THE COMMON ELEMENT.
3. ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATIONS CONSTITUTE PART OF THE COMMON ELEMENTS.
4. COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING INGRESS AND EGRESS TO PUBLIC WAYS.

PROJECT DATA:

OWNER: CITY CENTRE' OF PALM COAST, INC., A FLORIDA CORPORATION.

#145 CITY PLACE
PALM COAST, FLORIDA

ALL LANDS AND IMPROVEMENTS OUTSIDE OF THE LIMITS OF CONDOMINIUM OWNERSHIP SHALL CONSTITUTE COMMON ELEMENTS AND/OR LIMITED COMMON ELEMENTS.

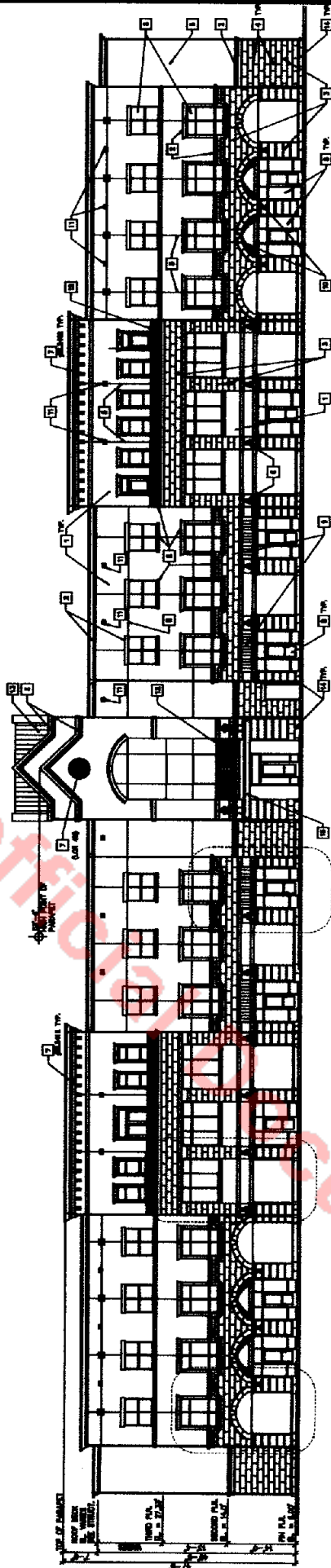
SITE AREA (PER LEGAL DESCRIPTION): 18,951.255± SQUARE FEET; 0.435± ACRES.

ELEVATIONS ARE ON NATIONAL GEODETIC VERTICAL DATUM.

PARKING SPACES PROVIDED: 117 TOTAL, INCLUDING 6 HANDICAP SPACES.

SEE SHEET 1 OF 10 FOR PERIMETER BUILDING DIMENSIONS.

C.E. = COMMON ELEMENT.



WEST ELEVATION
SCALE 3/8" = 1'-0"

GENERAL NOTES

1. 2" SYNTHETIC STUDO SYSTEM - MEDIUM TEXTURE
2. SYNTHETIC STUDO SYSTEM - THIN
3. SYNTHETIC STUDO SYSTEM WITH PREMIUM FINISH- HIGHER GRADE
4. SYNTHETIC STUDO SYSTEM - MEDIUM TEXTURE
5. SYNTHETIC STUDO SYSTEM - THIN
6. SYNTHETIC STUDO SYSTEM - MEDIUM TEXTURE
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95. SYNTHETIC STUDO SYSTEM - THIN
96. SYNTHETIC STUDO SYSTEM - MEDIUM TEXTURE
97. SYNTHETIC STUDO SYSTEM - THIN
98. SYNTHETIC STUDO SYSTEM - MEDIUM TEXTURE
99. SYNTHETIC STUDO SYSTEM - THIN
100. SYNTHETIC STUDO SYSTEM - MEDIUM TEXTURE

Sheet 6 of 10

CITY CENTRE' BUILDING CONDOMINIUM I		J. B. FRIES & ASSOCIATES, INC.	
PREPARED FOR:	OWNER:	ARCHITECT:	DATE:
CITY CENTRE' OF PALM COAST, INC.	BRYAN E. FRIES	BRYAN E. FRIES	11/1/2009
CHARTERED & GUNTHARP P.A.	BRYAN E. FRIES	BRYAN E. FRIES	2309-2009
4 OLD KINGS ROAD NORTH, SUITE B	BRYAN E. FRIES	BRYAN E. FRIES	028-2009
PALM COAST, FLORIDA	BRYAN E. FRIES	BRYAN E. FRIES	028-2009

CITY CENTRE' BUILDING CONDOMINIUM I

DESCRIPTION OF COMMON ELEMENTS:

1. ALL LAND AND PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS ARE PART OF THE COMMON ELEMENTS AND/OR LIMITED COMMON ELEMENTS.
2. ALL BEARING WALLS TO THE UNFINISHED SURFACEOF SAID WALLS LOCATED WITHIN A UNIT CONSTITUTE A PART OF THE COMMON ELEMENT.
3. ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATIONS CONSTITUTE PART OF THE COMMON ELEMENTS.
4. COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING INGRESS AND EGRESS TO PUBLIC WAYS.

PROJECT DATA:

OWNER: CITY CENTRE' OF PALM COAST, INC., A FLORIDA CORPORATION.

#145 CITY PLACE

PALM COAST, FLORIDA

ALL LANDS AND IMPROVEMENTS

SITE AREA (PER LEGAL

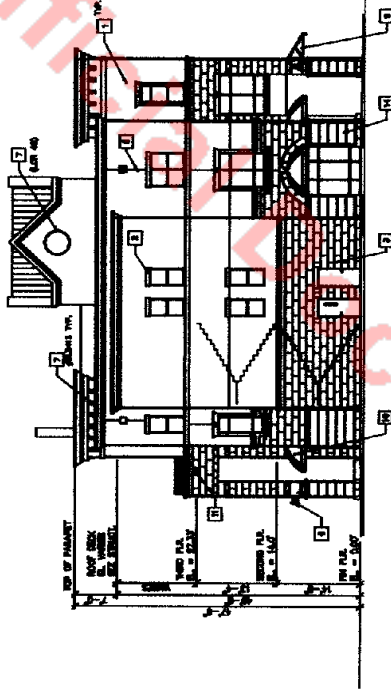
SITE AREA (PER LEGAL DESCRIPTION): 18,951.235± SQUARE FEET; 0.433± ACRES.
ELEVATIONS ARE ON NATIONAL GEODETIC VERTICAL DATUM

ELEVATIONS ARE ON NATIONAL GEODETIC VERTICAL DATUM.
PARKING SPACES PROVIDED: 117 TOTAL INCLUDING 6 HANDICAPPED.

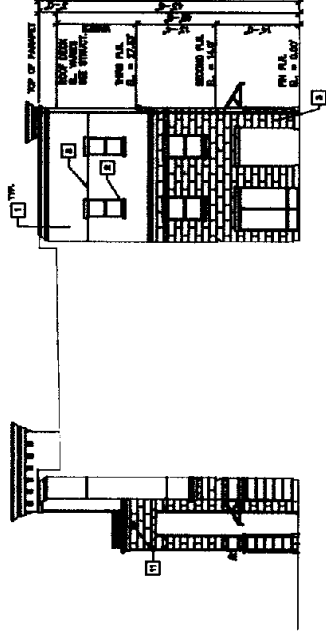
PARKING SPACES PROVIDED: 117 TOTAL, INCLUDING 6 HANDICAP SPACES.
SEE SHEET 1 OF 10 FOR PERIMETER BUILDING DIMENSIONS.

SEE SHEET 1 OF 10 FOR PERIMETER BUILDING DIMENSIONS.

U.E. # COMMON ELEMENT.



SOUTH ELEVATION



PARTIAL SOUTH ELEVATION

GENERAL NOTES

- | | | | |
|----|--------------------------------------------------------------|----|--------------------------------------------------------------------|
| 1 | 2" SYNTHETIC RUBBER SYSTEM - WEAR SURFACE | 12 | PRE-FABRICATED ALUMINUM RAILING |
| 2 | SPRINTER RUBBER MASHING OF TRIM | 13 | STANDING SEAM METAL ROOF PANELS |
| 3 | SPRINTER RUBBER MASHING OF TRIM | 14 | STANDING SEAM METAL ROOF PANELS WITH CHAMFER (3/4"X1/2") |
| 4 | SPRINTER RUBBER MASHING OF TRIM | 15 | PRE-FABRICATED ALUMINUM CANYON SYSTEM SUSPENDED W. ALUM. ROD |
| 5 | SPRINTER RUBBER MASHING OF TRIM | 16 | PRE-FABRICATED ALUMINUM CANYON SYSTEM SUSPENDED W. ALUM. ROD |
| 6 | SPRINTER RUBBER MASHING OF TRIM | 17 | WALL CLACK AND REEL - PROVIDED BY OTHERS - INSTALLED BY CONTRACTOR |
| 7 | DECORATIVE LIGHT FIXTURE | | |
| 8 | DECORATIVE POLYMER BRACKET OR LAMIN BY "SPECTOR" | | |
| 9 | ALUMINUM STAINLESS STEEL SYSTEM AND GLAZING | | |
| 10 | STANDING SEAM METAL ROOF ON METAL FRAME SUPPORT SYSTEM | | |
| 11 | PRE-INSTALLED PLASTIC LINING OVER METAL FRAME SUPPORT SYSTEM | | |
| 12 | EMERGENCY OVERFLOW SUPPLY | | |

J. B. FRIES & ASSOCIATES, INC.

Professional Surveyor And Mapper
 43435 West State Road 440
 Ormond Beach, Florida 32174
 Phone (386) 671-1700
 Fax (386) 671-1837
 Email: info@p-h-s.com

CITY CENTRE[®] BUILDING CONDOMINIUM I

PREPARED FOR:
CITY CENTRE OF PALM COAST, INC.
CARE OF:
CHUMENTO & SUNTHAMP P.A.
4 OLD KINGS ROAD NORTH, SUITE 101
PALM COAST, FLORIDA

BRYAN E. FRIES	SALES 1" = 3/32"
BRYAN E. FRIES	SUB. MATHS 2308-2000
BRYAN E. FRIES	ALT. MATHS D29-2000

SCALE	1" = 3/32"
SHEET NUMBER	2308-2009
FILE NUMBER	D29-2009

SCALE	1" = 3/32"
SHEET NUMBER	2308-2009
FILE NUMBER	D29-2009

SCALE	1" = 3/32"
SHEET NUMBER	2308-2009
FILE NUMBER	D29-2009

Sheet 7 of 10

CITY CENTRE' BUILDING CONDOMINIUM I

DESCRIPTION OF COMMON ELEMENTS:

1. ALL LAND AND PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS ARE PART OF THE COMMON ELEMENTS AND/OR LIMITED COMMON ELEMENTS.
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4. COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING INGRESS AND EGRESS TO PUBLIC WAYS.

PROJECT DATA:

OWNER: CITY CENTRE' OF PALM COAST, INC., A FLORIDA CORPORATION.

#145 CITY PLACE
PALM COAST, FLORIDA

PALM COAST, FLORIDA

ALL LANDS AND IMPROVEMENTS

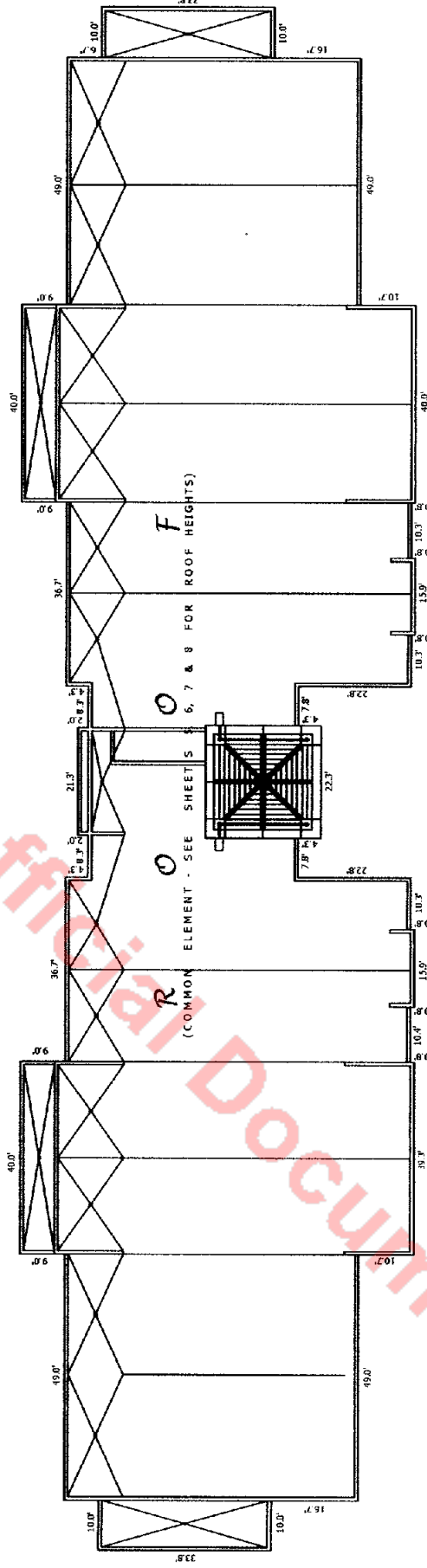
SITE AREA (PER LEGAL DESCRIPTION): 18,951.255± SQUARE FEET; 0.435± ACRES.

ELEVATIONS ARE ON NATIONAL GEODETIC VERTICAL DATUM.

PARKING SPACES PROVIDED: 117 TOTAL, INCLUDING 6 HANDICAPPED SPACES

SEE SHEET 1 OF 10 FOR PERIMETER BUILDING DIMENSIONS.

C.E. — COMMON ELEMENT.



ROOF PLAN

Sheet 9 of 10

BOARING CITY CENTRE [®] BUILDING CONDOMINIUM ! PREPARED FOR: CARE OF:	CITY CENTRE OF PALM COAST, INC. CHILMANTO & GURTHARP P.A. 4 OLD KINGS ROAD NORTH, SUITE B PALM COAST, FLORIDA	PARTY CHARGED	OLD
		NAME IN	1 st = 3/32
		CHARGED IN	2 nd = 3/32
		BRYAN E. FRICKS	2309 - 2309
		BRYAN E. FRICKS	2309 - 2309
		BRYAN E. FRICKS	2309 - 2309

J. B. FRIES & ASSOCIATES, INC.
Professional Surveyor And Mapper
45435 West State Road #40
Ormond Beach, Florida 32174
Phone (305) 671-1700
Fax (305) 671-1631
E-mail: info@jbfries.com

**EXHIBIT E
TO
DECLARATION OF CONDOMINIUM
OF
CITY CENTRE' BUILDING CONDOMINIUM I**

SCHEDULE OF PERCENTAGES OF INTEREST IN COMMON ELEMENTS

Unofficial Document

**EXHIBIT “E” TO DECLARATION OF
CONDOMINIUM OF CITY CENTRE' BUILDING CONDOMINIUM I**

**SHARES OF COMMON ELEMENTS
AND COMMON SURPLUS**

Unit #	Sq. Ft	Share of Common Elements
100	1426	0.031667777
101	1420	0.031534533
102	1467	0.032578281
103	1444	0.032067511
104	1403	0.031157006
105	1403	0.031157006
106	1444	0.032067511
107	1467	0.032578281
108	1420	0.031534533
109	1426	0.031667777
200	7800	0.173217855
201	7800	0.173217855
300	7949	0.17652676
301	4833	0.107328448
302	1142	0.025360871
303	1186	0.026337997
TOTAL	45,030	100%

Total percentage of Shares in Common Elements/Surplus of City Centre' Building
Condominium I = 100%

Revised 10.26.09