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This instrument prepared by
Marshall E. Wood
Post Office Box P
Fernandina Beach, Fl. 32034

[FEB 17 1986]

OFFICIAL RECORDS

BOOK 181 PAGE 776

STATE OF FLORIDA
COUNTY OF NASSAU

CERTIFICATE OF AMENDMENT TO DECLARATION
OF CONDOMINIUM FOR FAIRWAY OAK VILLAS

This Certificate of Amendment made this 24th day of May, 1985, to the Declaration of Condominium for Fairway Oak Villas, recorded in Official Records Book 160, pages 366-415, as amended by instrument recorded at Official Records Book 162, pages 154-165, public records of Nassau County, Florida, and by such other instruments as may be duly recorded in the aforesaid public records.

Terry Walger, President of the Association, hereby certifies that the Declaration of Condominium has been amended in accordance with the attached instrument entitled RESOLUTIONS AMENDING BY-LAWS OF FAIRWAY OAK VILLAS, A NOT FOR PROFIT CORPORATION, which Resolutions were duly adopted in accordance with and pursuant to Paragraph 55 of the By-Laws of the Association. The Resolutions to the By-laws dealing with the change of the semi-annual meeting to annual meetings and the change of fiscal year represent "substantial rewording of by-laws", see Paragraphs 4, 5, 14, 23, and 41 of the By-laws for present text.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

Marshall E. Wood

FAIRWAY OAK VILLAS ASSOCIATION

Sara B. Jones

By: Terry D. Walger
Its President

Sworn to and subscribed before me
this 24th day of May, 1985.

Sara B. Jones
Notary Public, State of Florida

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Aug. 21, 1986
Bonded thru Toy Fair-Insurance, Inc.

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OFFICIAL RECORDS

160-364

DECLARATION OF CONDOMINIUM
FAIRWAY OAKS VILLAS, A CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS:

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

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

A) Electrical utility easement granted to Florida Public Utilities Co. and recorded in the Official Records of Nassau County, Florida, at Book 160 , page 338-343.

B) Telephone utility easement granted to Southern Bell Telephone and Telegraph Company recorded in the Official Records of Nassau County, Florida, at Book 160 , page 344-350.

C) Water and sewer utility easement granted to Amelia Island Utility Co. and recorded in the Official Records of Nassau County, Florida, at Book 160 , page 351-358.

D) Easement for community television antenna system and equipment granted to Amelia Island Cablevision Company, Inc. and recorded in the Official Records of Nassau County, Florida, at Book 160 , page 359-364.

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

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

This instrument prepared by:

Douglas D. Batchelor, Jr.
HULL, TOWELL, MORAN, BARRETT & JOHNSON
Post Office Box 1564
Augusta, Georgia 30903

2. As used in this Declaration of Condominium:

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

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

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

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

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

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

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

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

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

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

K) "Sponsor" means Amelia Island Company.

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

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

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

6. A survey of the land described in Exhibit "A" and a graphic description of the improvements in which Units are located and a plot plan thereof are attached hereto as Exhibit "C" and made a part hereof, and together with this Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions. A certificate of Charles R. Bassett, Land Surveyor, authorized to practice in the State of Florida, stating that the Exhibits referred to in this paragraph 6, together with the wording of this Declaration are a correct representation of the improvements described and that there can be determined therefrom the identification, location, dimensions and size of the Common Elements and each Unit, is attached to this Declaration as Exhibit "D". Everything shown on Phase I property in Exhibit "C" is a Common Element except the Units. Property shown in Exhibit "C" as Phase II and improvements thereon shall not be subject to this Declaration until an amendment to this Declaration is filed pursuant to paragraph 10 hereof. Location and dimensions of improvements being constructed on Phase II property as shown in Exhibit "E" are approximate only. An actual survey of the location and dimensions of these improvements will be attached to the amendment provided for in paragraph 10 hereof.

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

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

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

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

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

10. A) The Sponsor, or its successor in title, shall have the right in its sole discretion and without having to obtain the consent of the Association or the Unit Owners to amend this

Declaration so as to include in this Declaration and submit to condominium use under Chapter 711, Florida Statutes, the real property described in Exhibit "E" and designated as Phase II in Exhibit "C" (hereinafter referred to as "Phase II Property"). The Sponsor shall have the right to construct on Phase II Property the improvements depicted on the site plan making up a part of Exhibit "E", including five (5) buildings containing seventeen (17) Units. Any amendment to this Declaration by the Sponsor or its successor in title subjecting Phase II Property to this Declaration shall be accomplished by the Sponsor or its successor in title executing and filing with the Clerk of the Circuit Court of Nassau County, Florida, an amendment substantially in the form attached hereto as Exhibit "E". The Sponsor's, or its successors in title, right to amend this Declaration as set forth in this paragraph shall expire on January 1, 1977.

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

C) This Declaration may be amended by the Unit Owners when two-thirds (2/3) or more of the total number of votes of the members of the Association vote in favor of the amendment; provided, however, that no such amendment shall adversely affect the lien or priority of any previously recorded mortgage as it affects a Condominium Parcel. An amendment to this Declaration made by the Unit Owners shall become effective when the certificate, together with the affidavit provided for hereafter, is recorded according to law. Such amendment to this Declaration shall be evidenced by a certificate executed with the formalities of a deed, which certificate need not be executed by the Unit Owners, but need only be executed by the president or any vice president of the Association and attested by the secretary or any assistant secretary of the Association and shall include the recording data identifying this Declaration. An affidavit executed by the president or any vice president of the Association shall be attached to the certificate certifying that two-thirds (2/3) or more of the total number of votes of the members of the Association voted in favor of the amendment.

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

12. The name of the Association is Fairway Oaks Villas Association, Inc.

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

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

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

16. The Common Expenses of the Condominium shall be as determined by the Board of Directors of the Association from time to time. Said expense shall include the cost of providing adequate insurance coverage for the Condominium Property including its Common Elements and all parts of the building, both exterior and interior, (which may include a standard deductible provision), together with

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

17. The Association is entitled to a lien upon a Condominium Parcel for any unpaid assessment and the method of enforcing such lien shall be as set forth in § 711.15, Florida Statutes, as the same shall exist from time to time. Such lien shall also secure a reasonable attorney's fee and court costs incurred by the association incident to the collection of such assessment or enforcement of such lien which the Unit Owner hereby agrees to pay. If such lien be foreclosed, the delinquent Unit Owner shall be required to pay a reasonable rental for the Condominium Parcel during the pendency of the foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same, and such rental shall also be secured by the lien.

18. The Board of Directors of the Association may impose special or individual assessments on Unit Owners for the cost and expense of repairs or replacements within an individual Unit for which said Unit Owner is responsible, which repairs he has failed or refused to make and which, if not made, impair or endanger the

use, value or appearance of the Common Elements or other condominium Units, and said Association is granted a right of entry into each condominium Unit to make repairs or replacements of this character necessary or required in the common interest, including the right to abate or eliminate any nuisance, or any condition deemed hazardous by the insurance underwriters.

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

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

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

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

C) The following coverage shall be obtained:

(i) The building and all other insurable improvements upon the land and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the members of the Association.

Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsements and such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use, including but not limited to vandalism, malicious mischief, windstorm and water damage.

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

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

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

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

E) All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their respective mortgagees as their respective interests may appear, and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Board of Directors of the Association, which shall hold such proceeds as Trustee for the Association. The Board of Directors of the Association shall receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the Unit Owners and their respective mortgagees, in the following shares:

(i) Proceeds on account of damage to Common Elements in the same proportion as the undivided shares in the Common Elements which are appurtenant to each of the Units.

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

a. Partial destruction when the Condominium Property is restored - for the Unit Owners of the damaged Units in

proportion to the costs of repairing the damage suffered by each damaged Unit.

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

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

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

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

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

G) If any part of the Common Elements shall be damaged by casualty, such damaged portion shall be promptly reconstructed or repaired as hereinafter provided for unless such damage renders one-half or more of the Units untenable and Unit Owners, who, in the aggregate have eighty-five (85%) percent or more of the total number of votes of the Association vote against such reconstruction or repair at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date, the insurance loss has not been finally adjusted, then within thirty (30) days after such final adjustment.

(i) Any such reconstruction or repair shall be substantially in accordance with the Plans and Specifications to be prepared by an architect selected by the Association.

(ii) Encroachments upon or in favor of Units which may be created as a result of such reconstructions or repair shall not constitute a claim or basis of a proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the Plans and Specifications or as the building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building stands.

H) If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after Casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

(i) Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bond as the directors of the Association desire.

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

(iii) The proceeds of insurance collected on account of a casualty, and the sums received by the Association from collection against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

- a. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Unit Owner; to such contractors, suppliers and personnel as do the work or supply the materials or services required

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for such reconstruction or repair, in such amounts and at such times as the Unit Owner may direct, or if there is a mortgagee endorsement, then to such payees as the Unit Owner and the first mortgagee direct. Nothing contained herein, however, shall be construed so as to limit or modify the responsibility of the Unit Owner to make such reconstruction or repair.

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

c. The Board of Directors of the Association shall make payments out of the construction fund upon the written request of the Unit Owner or when necessary to pay obligations of the Association as the case may be, accompanied by a certificate, dated not more than fifteen (15) days prior to such request, signed by a responsible officer of the Association or the Unit Owner, and by an architect in charge of the work, who shall be selected by the Association, setting forth: (i) that the sum then requested either has been paid by the Association or Unit Owner or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work giving a brief description of the services rendered and materials furnished, and that sum requested does not exceed the value of the services and materials described in the certificate, (ii) that except for the amount stated in such certificate to be due as aforesaid, there is no outstanding indebtedness known to the person signing such certificate after due inquiry, which might become the basis of a vendor's, mechanics' materialmen's or similar lien upon such work, the Common Elements or any individual Unit, and (iii) that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate, does not exceed the amount of insurance proceeds remaining in the hands of the Board of Directors of the Association after the payment of the sum so requested.

d. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall

be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the Association.

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

(v) In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interest may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

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

21. The provisions hereof shall be enforceable, as if they were covenants, conditions and servitudes, and shall run with the land and shall be effective until this Declaration is revoked or terminated.

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

A) The upper and the lower boundaries extended to an intersection with the perimetrical boundaries, the upper boundaries of the Unit being the plane of the interior surface of the structural roof of the Unit and the lower boundaries being the plane of the undecorated finished floor of the Unit. The interior surface of the lower boundary shall be part of the Unit, and the Unit Owner

shall be responsible for maintenance and repair of same. The interior surface of the upper boundary shall be a Common Element.

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

(i) The exterior vertical boundaries are the vertical planes of the undecorated finished interior of the exterior walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries. The interior surfaces of the exterior boundary walls shall be part of the Unit, and the Unit Owner shall be responsible for the maintenance and repair of same.

(ii) The service yard (including the enclosed storage area) located adjacent to each Unit and serving only that Unit and being surrounded by walls, a fence or similar structure making such service yard an integral or contiguous part of the Unit shall be deemed to be a part of the Unit. The vertical boundaries of the Unit shall include the vertical plane of the undecorated interior of the walls, fence or similar structure bounding the service yard. The upper boundary of the service yard shall at a 90 degree angle from the exterior walls of the building the point where the plane of the interior surface of the structure roof of the building intersects the plane of the exterior surface of the exterior wall of the building. The lower boundary of the service yard shall be the plane of the surface of the floor of the service yard.

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

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

(v) The Unit shall not include interior walls, floor, ceilings, or ceiling joists which are load bearing or which enclose the common pipe chases or installations for the furnishing of utility services to more than one Unit or to the Common E or to a Unit other than the Unit containing the installation shall the Unit include roof rafters; provided, however, that interior surfaces of all such interior walls, ceilings and floors shall be part of the Unit, and the Unit Owner shall have the responsibility for maintenance and repair of same. All Units be subject to easements through such Units for conduits, duct plumbing, wiring and other facilities for the furnishing of utility

services to Units and the Common Elements, and to an easement of support in every portion of the Unit which contributes to support of the buildings. All of these items and easements shall be part of the Common Elements together with the land described in Exhibit "A", property and installations required for furnishing of services and utilities to more than one Unit or the Common Elements (excluding such property title to which is reserved by the particular company furnishing such utility service) and all other parts of the improvements not included within the Units.

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

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

24. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than the

cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

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

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

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

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

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

A) To be furnished with at least one (1) copy of the Annual Financial Statement and Report of the Association, including a detailed statement of annual carrying charges or income collected

and operating expenses, such Financial Statement and Report to be furnished within sixty (60) days following the end of each calendar year.

B) To be given written notice by the Association of the call of a meeting of the membership to be held for the purpose of considering any proposed Amendment to this Declaration of Condominium, or the Articles of Incorporation and By-Laws of Association, which notices shall state the nature of the Amendment being proposed.

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

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

30. The failure of the Sponsor or the Association or any Unit Owner to enforce any covenant, restriction or other provision of this Declaration, the By-Laws, Articles of Incorporation or the rules and regulations of the Association adopted pursuant thereto, or any of the rights conferred by the Condominium Act of the State of Florida shall constitute a waiver to do so thereafter.

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

32. If any provision of the Condominium Act of the State of Florida or section, sentence, clause, phrase or word or the application thereof in any circumstance of said statute or of this Declaration, the By-Laws or the Articles of Incorporation of the Association, is held invalid, the validity of the remainder of said statute or instrument and/or of the application of any such provision, section, sentence, clause, phrase or word in other circumstances of

said statute or of this Declaration or of the By-Laws or Articles of Incorporation of the Association shall not be affected thereby.

IN WITNESS WHEREOF, Amelia Island Company has executed this Declaration of Condominium, this 4 day of January, 1974.

Signed, sealed and delivered AMELIA ISLAND COMPANY in the presence of:

[Signature]
[Signature]

By: Frank Brunley
Its Vice President

Attest: [Signature]
Its [Signature]
[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF NASSAU)

I HEREBY CERTIFY, that on this day, before me an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Frank Brunley and Ann Roberts to me known to be the persons described herein who executed the foregoing Declaration of Condominium as Vice President and Part Owner respectively of the corporation named herein and severally acknowledged to and before me that they executed the same as such officers in the name and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of January, 1974.

Robert V. McTaney
Notary Public

My Commission Expires
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APRIL 29, 1975

NCNB Mortgage Corporation joins in the execution of this Declaration of Condominium for the sole and exclusive purpose of subordinating to this Declaration the lien of its mortgage encumbering the real property described in Exhibit A of this Declaration, together with all improvements thereon, which mortgage is recorded in the Official Records of Nassau County, Florida, at Book 138 , pages 597-618. NCNB Mortgage Corporation does not subordinate the lien of said mortgage to any property described therein not described in Exhibit A of this Declaration and does not subordinate the lien of its mortgage to any interest, not previously subordinated to, intervening between the recordation of the above described mortgage and the recordation of this Declaration. The lien of said mortgage shall attach to all of the Units created hereby and to the Common Elements appurtenant to each such Unit.

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

Signed, sealed and delivered in the presence of:

James W. Wenzel
Mary M. Suss

NCNB MORTGAGE CORPORATION

By: Thomas L. Giddens, Jr.
 Its Senior Vice President

Attest: Henry B. Suss
 Its Secretary

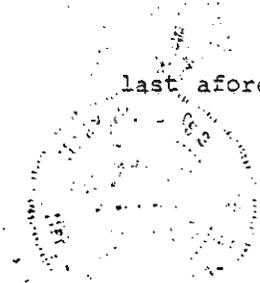


[CORPORATE SEAL]

STATE OF NORTH CAROLINA)
 COUNTY OF MECKLENBURG)

I hereby certify that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared THOMAS L. GIDDENS, JR. and HENRY B. SUSS to me known to be the persons described in and who executed the foregoing instrument as Senior Vice President and Secretary, respectively, of the corporation named therein and severally acknowledged before me that they executed the same as such officers in the name and on behalf of said corporation.

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



Mary M. Suss (SE)
 Notary Public

My Commission Expires: 6-26-75

EXHIBIT "A"

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

For point of reference commence at the Southeast corner of Lot 1, Sea Marsh Village Unit 1, as recorded in Plat Book 4, Pages 11, 12 and 13, of said County; said point lying in the Westerly right of way of Sea Marsh Road (Parcel A), said point being in a curve, said curve being concave Northwesterly and having a radius of 295 feet and a central angle of $12^{\circ}49'06''$; thence Southwesterly along and with the arc of said curve an arc distance of 66.0 feet, said arc being subtended by a chord bearing of South $15^{\circ}48'17''$ West and a chord distance of 65.86 feet to a point in the Westerly right of way line of said Sea Marsh Road; thence South $67^{\circ}47'08''$ East a distance of 60 feet to a point in the Easterly right of way line of said Sea Marsh Road, said point being the P.C. of a curve and the point of beginning, said curve being concave Northwesterly and having a radius of 355 feet and a central angle of $6^{\circ}39'56''$; thence Northeasterly along and with the arc of said curve an arc distance of 41.30 feet, said arc being subtended by a chord bearing of $13^{\circ}52'54''$ East and a chord distance of 41.28 feet; thence North $81^{\circ}19'46''$ East a distance of 88.28 feet; thence South $22^{\circ}03'08''$ East a distance of 151.50 feet; thence South $25^{\circ}09'11''$ West a distance of 61.29 feet; thence South $11^{\circ}39'40''$ East a distance of 106.72 feet; thence South $25^{\circ}19'05''$ East a distance of 133.86 feet; thence South $1^{\circ}57'43''$ West a distance of 128.75 feet; thence South $12^{\circ}12'48''$ East a distance of 72.02 feet; thence South $42^{\circ}19'28''$ East a distance of 126.34 feet; thence South $9^{\circ}59'03''$ East a distance of 157.85 feet; thence South $80^{\circ}07'04''$ West a distance of 130.89 feet to a point in the Easterly right of way line of said Sea Marsh Road, said point being in a curve, said curve being concave Southwesterly and having a radius of 305 feet and a central angle of $48^{\circ}24'37''$; thence Northwesterly along and with the arc of said curve an arc distance 257.70 feet, said arc being

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subtended by a chord bearing of North $30^{\circ}01'30''$ West and a chord distance of 250.10 feet to the point of tangency of said curve; thence on a tangent bearing of North $54^{\circ}13'48''$ West a distance of 105.27 feet to the P.C. of a curve to the right, said curve being concave Northeasterly and having a radius of 270 feet and a central angle of $76^{\circ}26'40''$; thence Northwesterly along and with the arc of said curve an arc distance of 360.24 feet, said arc being subtended by a chord bearing on North $16^{\circ}00'28''$ West and a chord distance of 334.11 feet to the point of tangency of said curve; thence on a tangent bearing of North $22^{\circ}12'52''$ East a distance of 259.48 feet to the point of beginning.

Lands thus described contain 4.323 acres, more or less.

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM
FOR FAIRWAY OAKS VILLAS,
A CONDOMINIUM

<u>Villa Unit No.</u>	<u>Percentage Undivided Interest in Common Elements</u>	<u>Percentage Share of Common Expenses and Common Surplus</u>	<u>Votes</u>
3301	3.73	3.73	37.3
3302	3.58	3.58	35.8
3303	3.61	3.61	36.1
3304	3.70	3.70	37.0
3305	3.61	3.61	36.1
3306	3.48	3.48	34.8
3307	3.50	3.50	35.0
3308	3.58	3.58	35.8
3309	3.21	3.21	32.1
3310	3.42	3.42	34.2
3311	3.53	3.53	35.3
3312	3.66	3.66	36.6
3313	3.58	3.58	35.8
3314	3.56	3.56	35.6
3315	3.66	3.66	36.6
3316	3.48	3.48	34.8
3317	3.24	3.24	32.4
3318	3.10	3.10	31.0
3319	2.97	2.97	29.7
3320	2.91	2.91	29.1
3321	2.97	2.97	29.7
3322	3.10	3.10	31.0
3323	3.26	3.26	32.6
3324	3.45	3.45	34.5
3325	3.58	3.58	35.8
3326	3.64	3.64	36.4
3327	3.56	3.56	35.6
3328	3.58	3.58	35.8
3329	3.75	3.75	37.5
	<u>100.00</u>	<u>100.00</u>	<u>1,000.0</u>

OFFICIAL RECORDS

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EXHIBIT C TO DECLARATION OF CONDOMINIUM
FOR FAIRWAY OAKS VILLAS, A CONDOMINIUM

2 BEDROOM, 2 BATH

3301	3316
3302	3317
3303	3318
3304	3319
3305	3320
3306	3321
3307	3322
3308	3323
3309	3324
3310	3325
3311	3326
3312	3327
3313	3328
3314	3329
3315	

OFFICIAL RECORD

CERTIFICATE

I, *Charles R. Bassett*, an *Land Surveyor*, authorized to practice in the State of Florida, do hereby certify that the foregoing Declaration of Condominium and all of the Exhibits attached thereto are a correct representation of the improvements described, and that there can be determined therefrom the identification, location, dimensions and size of the common elements and of each unit.

This 2nd day of January, 1974.

Charles R. Bassett



STATE OF FLORIDA

COUNTY OF NASSAU

CERTIFICATE OF AMENDMENT TO DECLARATION
OF CONDOMINIUM FOR FAIRWAY OAK VILLAS

This Certificate of Amendment made this 24th day of May, 1985, to the Declaration of Condominium for Fairway Oak Villas, recorded in Official Records Book 160, pages 366-415, as amended by instrument recorded at Official Records Book 162, pages 154-165, public records of Nassau County, Florida, and by such other instruments as may be duly recorded in the aforesaid public records.

Terry Walger, President of the Association, hereby certifies that the Declaration of Condominium has been amended in accordance with the attached instrument entitled RESOLUTIONS AMENDING BY-LAWS OF FAIRWAY OAK VILLAS, A NOT FOR PROFIT CORPORATION, which Resolutions were duly adopted in accordance with and pursuant to Paragraph 55 of the By-Laws of the Association. The Resolutions to the By-laws dealing with the change of the semi-annual meeting to annual meetings and the change of fiscal year represent "substantial rewording of by-laws", see Paragraphs 4, 5, 14, 23, and 41 of the By-laws for present text.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

FAIRWAY OAK VILLAS ASSOCIATION

By: Terry Walger
Its President

REC'D JAN 25 1974

OFFICIAL RECORDS

161-154

FIRST AMENDMENT BY SPONSOR TO
DECLARATION OF CONDOMINIUM
FAIRWAY OAKS VILLAS, A CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS:

That Amelia Island Company, a corporation organized under the laws of the State of Delaware, and qualified to do business in Florida, the Owner in fee simple title to the real property described in Exhibit "1" attached hereto and made a part hereof by specific reference, does hereby amend that Declaration of Condominium establishing Fairway Oaks Villas, A Condominium (hereinafter referred to as the "Declaration") executed on the 4th day of January, 1974, and recorded in the Official Records of Nassau County, Florida, at Book 160, pages 366-415. This amendment being made pursuant to the provisions of paragraph 10A of said Declaration shall be as follows:

1. In addition to the real property described in Exhibit "A" of the Declaration, the real property described in Exhibit "1" hereto (which is the same as the property designated as Phase II in Exhibit "C" to the Declaration) shall be Condominium Property and is hereby submitted to condominium ownership, pursuant to Chapter 711, Florida Statutes, subject to the following easements and agreements.

A) Electrical Utility Easement granted to Florida Public Utilities Co. and recorded in the Official Records of Nassau County, Florida, at Book 162, pages 16-20.

B) Telephone Utility Easement granted to Southern Bell Telephone and Telegraph Company recorded in the Official Records of Nassau County, Florida, at Book 162, pages 21-24.

C) Water and Sewer Utility Easement granted to Amelia Island Utility Co. and recorded in the Official Records of Nassau County, Florida, at Book 162, pages 25-26.

D) Easement for community televisions antenna system and equipment granted to Amelia Island Cablevision Company, Inc. and recorded in the Official Records of Nassau County, Florida, at Book 162, pages 11-15.

Hull, Towill, Norman, Barrett and Johnson
P. O. Box 1564, Augusta, Georgia 30903

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

F) Declaration of Restrictions Applicable to All Class "B" Multi-Family Residence Areas as recorded in the Official Records of Nassau County, Florida, at Book 124, pages 230-241 as amended by amendment recorded in the Official Records of Nassau County, Florida, at Book 149, pages 87-88.

G) All terms and conditions of the Declaration recorded in the Official Records of Nassau County, Florida, at Book 160, pages 366-415.

H) Any other easements or restrictions of record as of the date of filing of this First Amendment.

2. For all purposes the condominium Units located on the real property described in Exhibit "1" hereto which Units are more particularly described hereinafter shall, together with the Units described in the Declaration, make up the Condominium Property and shall be one condominium identified as "Fairway Oaks Villas, A Condominium". The operation of such condominium shall be governed by the provisions of said Declaration as hereby amended and the By-Laws attached to said Declaration, in the same manner as though the real property and Units herein described had been originally described in said Declaration.

3. An identification of each Unit in the condominium including those described in the Declaration and those described in this First Amendment is set forth in Exhibit "2" attached hereto and made a part hereof by specific reference.

4. A survey of the land described in Exhibit "1" hereto is included in Exhibit "C" of the Declaration being designated as Phase II. A plot plan and graphic description of the improvements

in which the Units added to Fairway Oaks Villas, A Condominium by this First Amendment are located is attached hereto as Exhibit "3" and made a part hereof by specific reference, and together with this First Amendment and the Declaration is in sufficient detail to identify the Common Elements and each Unit in Fairway Oaks Villas, A Condominium and their relative locations and approximate dimensions. A certificate of Charles R. Bassett, Registered Land Surveyor, authorized to practice in the State of Florida, is attached hereto as Exhibit "4" stating that the exhibits referred to in this paragraph, together with the exhibits to the Declaration and the wording of this First Amendment and the Declaration are a correct representation of improvements described and that there can be determined therefrom the identification, location, dimensions and size of the Common Elements and each Unit in Fairway Oaks Villas, A Condominium. Everything shown in Exhibit "3" is a Common Element except the Units, and the Common Elements also include everything shown as such in the Declaration.

5. The undivided shares stated as percentages in the Common Elements of Fairway Oaks Villas, A Condominium which are appurtenant to each of the Units is hereby revised from Exhibit "B" of the Declaration to the percentages stated in Exhibit "2" attached hereto.

6. The percentage for sharing Common Expenses and Common Surplus is hereby revised from Exhibit "B" of the Declaration to the percentages set forth in Exhibit "2" attached hereto. The method of fixing assessments shall remain as set forth in the Declaration.

7. The number of votes to which each Unit Owner shall be entitled is hereby revised from that set forth in Exhibit "B" of the Declaration to those set forth in Exhibit "2" attached hereto. All other provisions relating to voting shall remain as stated in the Declaration.

IN WITNESS WHEREOF, Amelia Island Company has executed

this First Amendment of the Sponsor to the Declaration this 25th day of JANUARY, 1974.

Signed, sealed and delivered in the presence of:

AMELIA ISLAND COMPANY

[Signature]
[Signature]

By: [Signature]
Its [Signature]
Attest: [Signature]
Its [Signature]

CORPORATE SEAL

STATE OF FLORIDA)
COUNTY OF NASSAU)

I hereby certify that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Frank Bronley and Ann Bell to me known to be the persons described in and who executed the foregoing instrument as Vice Pres. and Asst. Secy., respectively of the corporation named therein, and severally acknowledged before me that they executed the same as such officers in the name and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 25 day of January, 1974.

[Signature] (SEAL)
Notary Public

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APRIL 22, 1975

NCNB Mortgage Corporation joins in this execution of the Sponsor's First Amendment to the Declaration of Condominium for the sole and exclusive purpose of subordinating to the Declaration as amended by the Sponsor's First Amendment the lien of its mortgage encumbering the real property described in Exhibit 1 to said Sponsor's First Amendment together with all improvements thereon, which mortgage is recorded in the Official Records of Nassau County, Florida at Book 138, pages 597-618. NCNB Mortgage Corporation does not subordinate the lien of its said mortgage to any interest, not previously subordinated to intervening between the recordation of the above described mortgage and the recordation of said Declaration. The lien of said mortgage shall attach to all of the Units created hereby and to the Common Elements appurtenant to each such Unit.

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

Signed, sealed and delivered in the presence of:

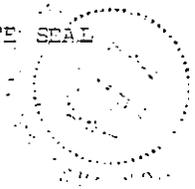
[Signature]
[Signature]

NCNB MORTGAGE CORPORATION

By: [Signature]
Its Vice President

Attest: [Signature]
Its Secretary

CORPORATE SEAL



STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG)

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

WITNESS my hand and official seal in the County and State last aforesaid this 23RD day of JANUARY, 1974

[Signature] (SE)
Notary Public

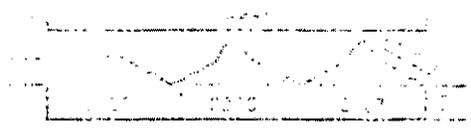
A portion of Section 20 and 22, Township 2 North, Range 28 East, Nassau County, Florida, and being more particularly described as follows:

For point of reference commence at the Southeast corner of Lot 1, Sea Marsh Village Unit 1, as recorded in Plat Book 4, Pages 11, 12 and 13, of the public records of said County, said point also being in the Westerly right of way line of Sea Marsh Road (Parcel A), as shown on said plat, said point lying in a curve, said curve being concave Northwesterly and having a radius of 295 feet and a central angle of $12^{\circ}49'06''$; thence Southwesterly along and with the arc of said curve an arc distance of 66.0 feet, said arc being subtended by a chord bearing of South $15^{\circ}48'17''$ West and a chord distance of 65.86 feet to the point of tangency of said curve; thence on a tangent bearing of South $22^{\circ}12'52''$ West a distance of 259.48 feet to the point of beginning, said point also being the P. C. of a curve to the left, said curve being concave Northeasterly and having a radius of 330 feet and a central angle of $75^{\circ}26'40''$; thence Southeasterly along and with the arc of said curve an arc distance of 440.29 feet, said arc being subtended by a chord bearing of South $16^{\circ}00'20''$ East and a chord distance of 408.35 feet to the point of tangency of said curve; thence on a tangent bearing of South $54^{\circ}12'48''$ East along the Westerly right of way line of said Sea Marsh Road a distance of 105.27 feet to the P.C. of a curve to the right, said curve being concave Southwesterly and having a radius of 245 feet and a central angle of $30^{\circ}53'30''$; thence Southeasterly along and with the arc of said curve an arc distance of 132.09 feet, said arc being subtended by a chord bearing of South $27^{\circ}47'03''$ East and a chord distance of 130.50 feet to a point, said point lying in the Westerly right of way line of said Sea Marsh Road; thence

South 35°47'30" West a distance of 89 feet; thence North
67°21'42" West a distance of 135.82 feet; thence North 47°
04'42" West a distance of 116.99 feet; thence South 51°17'17"
West a distance of 67.04 feet; thence North 01°21'03" West a
distance of 70 feet; thence North 37°19'21" West a distance of
59.43 feet; thence North 26°12'21" East a distance of 95.05
feet; thence North 19°04'36" West a distance of 150 feet; thence
North 5°28'24" West a distance of 212.90 feet; thence North
22°15'34" East a distance of 58.46 feet; thence South 84°56'50"
East a distance of 146.64 feet to the point of beginning.
Lands thus described contain 2.638 acres more or less.

EXHIBIT "2" TO FIRST AMENDMENT BY SPONSOR
TO DECLARATION OF CONDOMINIUM

<u>Villa Unit No.</u>	<u>Percentage Undivided Interest in Common Elements</u>	<u>Percentage Share of Common Expenses and Common Surplus</u>	<u>Votes</u>
3201	1.978	1.978	19.78
3202	1.942	1.942	19.42
3203	1.942	1.942	19.42
3204	1.978	1.978	19.78
3205	1.978	1.978	19.78
3206	1.942	1.942	19.42
3207	1.978	1.978	19.78
3208	1.978	1.978	19.78
3209	1.942	1.942	19.42
3210	1.942	1.942	19.42
3211	1.978	1.978	19.78
3212	1.978	1.978	19.78
3213	1.942	1.942	19.42
3214	1.978	1.978	19.78
3215	1.978	1.978	19.78
3216	1.942	1.942	19.42
3217	1.978	1.978	19.78
3301	2.477	2.477	24.77
3302	2.388	2.388	23.88
3303	2.405	2.405	24.05
3304	2.459	2.459	24.59
3305	2.405	2.405	24.05
3306	2.317	2.317	23.17
3307	2.334	2.334	23.34
3308	2.388	2.388	23.88
3309	2.138	2.138	21.38
3310	2.281	2.281	22.81
3311	2.352	2.352	23.52
3312	2.441	2.441	24.41
3313	2.388	2.388	23.88
3314	2.370	2.370	23.70
3315	2.441	2.441	24.41
3316	2.317	2.317	23.17
3317	2.156	2.156	21.56
3318	2.067	2.067	20.67
3319	1.978	1.978	19.78
3320	1.942	1.942	19.42
3321	1.978	1.978	19.78
3322	2.067	2.067	20.67
3323	2.174	2.174	21.74
3324	2.299	2.299	22.99
3325	2.388	2.388	23.88
3326	2.423	2.423	24.23
3327	2.370	2.370	23.70
3328	2.388	2.388	23.88



Building Elevations

SCHEMATIC ELEVATIONS
 Fairway Club, Miami
 / Palm Beach Island, Florida

bassett

January 25, 1974

EXHIBIT "4" TO THE FIRST AMENDMENT
CERTIFICATE

I, Charles R. Bassett, a registered surveyor authorized to practice in the State of Florida, do hereby certify that the foregoing First Amendment by the Sponsor to the Declaration of Condominium and all of the Exhibit attached thereto together with the exhibits to said Declaration and the wording of this First Amendment and the Declaration are a correct representation of the improvements described, and that there can be determined therefrom the identification, location, dimensions and size of the common elements and of each Unit in "Fairway Oaks Villas, a Condominium".

16770

This 25th Day of January, 1974



Charles R. Bassett
Registered Land Surveyor No. 1576 Florida

Rec. # 171.00
This instrument prepared by
Marshall E. Wood
Post Office Box P
Fernandina Beach, Fl. 32034

FEB 17 1986

OFFICIAL RECORDS

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STATE OF FLORIDA
COUNTY OF NASSAU

CERTIFICATE OF AMENDMENT TO DECLARATION
OF CONDOMINIUM FOR FAIRWAY OAK VILLAS

This Certificate of Amendment made this 24th day of May, 1985, to the Declaration of Condominium for Fairway Oak Villas, recorded in Official Records Book 160, pages 366-415, as amended by instrument recorded at Official Records Book 162, pages 154-165, public records of Nassau County, Florida, and by such other instruments as may be duly recorded in the aforesaid public records.

Terry Walger, President of the Association, hereby certifies that the Declaration of Condominium has been amended in accordance with the attached instrument entitled RESOLUTIONS AMENDING BY-LAWS OF FAIRWAY OAK VILLAS, A NOT FOR PROFIT CORPORATION, which Resolutions were duly adopted in accordance with and pursuant to Paragraph 55 of the By-Laws of the Association. The Resolutions to the By-laws dealing with the change of the semi-annual meeting to annual meetings and the change of fiscal year represent "substantial rewording of by-laws", see Paragraphs 4, 5, 14, 23, and 41 of the By-laws for present text.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

Marshall E. Wood

FAIRWAY OAK VILLAS ASSOCIATION

Sara B. Jones

By: Terry D. Walger
Its President

Sworn to and subscribed before me
this 24th day of May, 1985.

Sara B. Jones
Notary Public, State of Florida

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Aug. 21, 1986
Bonded thru Troy Fain - Insurance, Inc.

RESOLUTIONS AMENDING
BY-LAWS OF
FAIRWAY OAK VILLAS ASSOCIATION, INCORPORATED
A NON PROFIT CORPORATION

The undersigned, Secretary of the corporation, does hereby certify that the following resolutions were duly adopted pursuant to Paragraph 55 of the By-Laws of the corporation at a duly called regular meeting of the Members of the Corporation held on February 21, 1985, and the resolutions adopted and voted upon herein were duly noticed to the Members at least ten (10) days prior to the meeting of Members and that after presentation of the resolutions to the members and discussion there, and upon motion duly made, seconded and carried, the vote was 32 for the adoption of the resolutions and 0 against the adoption of the resolutions, and the number of members voting for adoption of the resolutions constitutes a favorable two-thirds (2/3) majority vote of the total number of votes of all members of the corporation.

RESOLVED, that notwithstanding any provisions in the By-Laws to the contrary, the By-Laws are hereby amended to provide that the corporation shall have one annual meeting of members rather than semi-annual meetings of the members, which annual meeting shall be held during the month of October of each year, on a Saturday to be designated annually by the Board of Directors, beginning in the year 1985. Therefore, any present reference to the semi-annual meetings shall be amended to read

annual meeting, and any and all business to be conducted by the corporation by its members, at any semi-annual meeting, including the election of directors, shall be conducted at the annual meeting. The directors currently holding office shall continue in office until the annual meeting to be held in October, 1985; and

RESOLVED, that notwithstanding any provisions in the By-Laws to the contrary, the By-Laws are hereby amended to provide that the corporation shall have one annual meeting of directors rather than semi-annual meetings of the directors, which annual meeting shall be held during the month of October of each year immediately following or preceding the annual meeting of members, beginning in the year 1985. Therefore, any present reference to semi-annual meetings shall be amended to read annual meeting, and any and all business to be conducted by the corporation by its board of directors at any semi-annual meeting shall be conducted at the annual meeting. Further, the board of directors shall present at the annual meeting of the members its annual statement of the business and condition of the corporation, rather than semi-annual statements previously called for; and

RESOLVED, that Paragraph 43 of the By-Laws is hereby amended to provide that the fiscal year of the corporation shall begin on November 1 and end on October 31 of each year; and

RESOLVED, that the Secretary of the corporation is directed to file these resolutions with the minutes of the corporation and to provide each member with a copy hereof.

[Handwritten Signature]
Secretary of
FAIRWAY OAK VILLAS ASSOCIATION, INC.

APPROVED:

By: *[Handwritten Signature]*
President of
FAIRWAY OAK VILLAS ASSOCIATION, INC.

860-1567

FILED AND RECORDED
IN OFFICE
1986 FEB 17 PM 3: 22
NASSAU COUNTY, FLA.
CLERK CIRCUIT COURT