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REC 551 PAGE 224

DECLARATION OF CONDOMINIUM

FOR

ST. AUGUSTINE OCEAN & RACQUET CLUB ONE,  
A CONDOMINIUM

THIS INSTRUMENT WAS PREPARED BY  
JOHN J. MIKALS  
GALLAGHER, BAUMER, MIKALS & BRADFORD, P. A.  
2525 INDEPENDENT SQUARE  
JACKSONVILLE, FLORIDA 32202

INDEX TO  
DECLARATION OF CONDOMINIUM  
FOR  
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A CONDOMINIUM

REG 551 PAGE 225

<u>Article</u>	<u>Title</u>	<u>Page</u>
I	Submission to Condominium Ownership	1
II	Name and Address	1
III	The Land	1
IV	Description of Condominium Property	1
V	Definition of Units, Common Elements and Limited Common Elements	2
VI	Appurtenances to Units	3
VII	Association	5
VIII	Common Area and Association Property	6
IX	Common Expense and Common Surplus	8
X	Voting Rights of Unit Owners	8
XI	Bylaws of Association	8
XII	Amendment of Declaration	9
XIII	Maintenance, Repairs and Replacements	11
XIV	Insurance	12
XV	Reconstruction or Repair After Casualty	16
XVI	Use Restrictions	18
XVII	Compliance and Default	21
XVIII	Assessments: Liability, Lien and Enforcement	22
XIX	Registry of Owners and Mortgagees	26
XX	Alterations of and Improvements to Units and Common Elements	26
XXI	Termination	27
XXII	Condemnation	30
XXIII	Rights of Developer to Sell or Lease Units	30
XXIV	Rights of Institutional Mortgagees	30
XXV	Miscellaneous	32

Exhibits

- A Legal Description
- B Percentage of Undivided Interest in Common Elements and Common Expense
- C Site Plan and Survey
- D Graphic Description of Improvements
- E Articles of Incorporation of St. Augustine Ocean & Racquet Club Condominium Association, Inc.
- F Bylaws of St. Augustine Ocean & Racquet Club Condominium Association, Inc.
- G Common Area and Future Common Area
- H Future Development Area

DECLARATION OF CONDOMINIUM

OFF REC 551 PAGE 227

FOR

ST. AUGUSTINE OCEAN & RACQUET CLUB ONE,  
A CONDOMINIUM

MADE this 31<sup>st</sup> day of August, 1982, by ST. AUGUSTINE OCEAN & RACQUET CLUB, INC., a Florida corporation, its successors and assigns (the "Developer"), the owner of fee simple title to the land described herein, and in and by which Developer makes the following declarations.

I. SUBMISSION TO CONDOMINIUM OWNERSHIP.

Developer hereby submits to the condominium form of ownership and use the land described in Article III hereof, the improvements now and hereafter situated thereon, and the easements and rights appurtenant thereto (the "Condominium Property"), pursuant to Chapter 718, Florida Statutes, 1979, as amended to the date hereof (the "Condominium Act").

II. NAME AND ADDRESS.

The name by which this condominium is to be identified is ST. AUGUSTINE OCEAN & RACQUET CLUB ONE, A CONDOMINIUM sometimes herein called the "Condominium." The street address is Highway A-1-A, South, St. Augustine Beach, Florida.

III. THE LAND.

The land submitted to Condominium is situated in St. Johns County, Florida, and is described in Exhibit "A" attached hereto, and consists of a parcel of real property (the "Land") upon which will be situated residential improvements ("Residential Buildings") and recreational and common facilities which are submitted hereby to Condominium. A survey and site plan of the Land is attached hereto and made a part hereof as Exhibit "C."

IV. DESCRIPTION OF CONDOMINIUM PROPERTY.

The description of the improvements which shall comprise part of the condominium property, consisting of one hundred thirty-two (132) condominium units located in three three-story buildings, including an identification of each "Unit" (as defined in the Condominium Act and herein) by number, constituting a graphic description of the buildings in which the units are located, is annexed hereto and made a part hereof, as Exhibit "D." A plot (site) plan of the improvements is annexed and made a part hereof as Exhibit "C". The construction of the improvements on the Land is not substantially complete, however, at the time the improvements or a portion thereof are substantially completed, the Developer shall cause this Declaration to be amended to include a Certificate of Surveyor authorized to practice in this state which shall provide that the construction of the improvements or certain units to be conveyed are substantially complete so that the materials in Exhibits "A", "C" and "D," together with the provisions of the Declaration describing the property or the planned common element facilities is an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the Common Elements and of each unit to be conveyed can be

determined from these materials. The improvements are further described as:

A. Residential Buildings.

REC 551 PAGE 228

The improvements shall include three three-level buildings. The buildings contain one hundred thirty-two (132) dwelling Units, Common Elements and Limited Common Elements, as those terms are herein defined. Each building contains the following number of units:

<u>Building Letter</u>	<u>No of Units</u>
A	84
D	24
E	24

B. Other Improvements.

In addition to the Residential Buildings situated thereon, the Land also includes improvements consisting of two whirlpool baths, elevators, storage room and mechanical room, outside parking areas, walks, landscaping and all underground structures and improvements which are not part of or located within the residential buildings, and which are not elsewhere herein reserved to and/or retained by Developer, such as wires, cables, drains, pipes, ducts, conduits, valves and fittings.

V. DEFINITION OF UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

The Condominium will consist of "Units," "Common Elements" and "Limited Common Elements," as those terms are herein defined.

A. Units.

Each Unit, together with all appurtenances thereto shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property subject only to the provisions of these condominium documents and the Condominium Act. Each owner shall be entitled to exclusive possession of his Unit subject to the provisions of the condominium documents and the Condominium Act.

The boundaries of each Unit shall be as follows:

(1) The upper horizontal boundary of each Unit shall be the lower surface of the unfinished ceiling extended to an intersection with the vertical boundaries.

(2) The lower horizontal boundary shall be the plane of the upper surface of the unfinished floor extended to an intersection with the vertical boundaries.

(3) The vertical boundaries of each Unit shall be the plane of the inner surface of the sheetrock (being that part of the sheetrock opposite the part of the sheetrock exposed to the interior of the Unit.) All glass and other transparent and/or translucent material, insect screens and screening in windows and doors, the material covering other openings in the exterior or interior walls of Units and air conditioning compressors serving each Unit, shall be

construed to be within the boundaries or limits and part of the Unit exclusively served by such windows, doors, other openings and air conditioning compressors.

REC 551 PAGE 229

B. Common Elements.

The term "Common Elements", as used herein, shall mean and comprise all of the real property and improvements of the Condominium except Units including, without limitation: (1) easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to Units and Common Elements; and (2) easements of support in every portion of a Unit which contribute to the support of other Units and/or Common Elements; and (3) installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation; and (4) the property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements; and (5) fixtures owned or held for the common use, benefit and enjoyment of all owners of Units in the Condominium; (6) all parking areas and roadways through the Condominium Property; (7) whirlpool baths, deck areas, elevator, storage rooms, mechanical rooms and other improvements owned or held for the common use, benefit and enjoyment of the owners of Units in the condominium; (8) easements for ingress and egress serving the Condominium Property; and (9) the riparian and/or littoral rights, appertaining to the Land, if any.

C. Limited Common Elements.

"Limited Common Elements," as the term is used herein, shall mean and comprise the Common Elements which are reserved herein, or assigned, or granted separately herefrom, for the use of a certain Unit or Units to the exclusion of other Units, consisting of the following:

(1) To each Unit in the Condominium, the concrete patio area serving that Unit and adjacent Unit and other equipment and/or fixtures, if any, attached, affixed or contiguous to the exterior of and serving only that Unit;

(2) To each Unit in the Condominium, the balcony designated for exclusive use of a particular Unit as described on Exhibit "D"; and

(3) To each Unit in the Condominium the right of exclusive use of the ground space occupied by the air conditioning compressor serving that Unit.

VI. APPURTENANCES TO UNITS.

There shall be appurtenant, and pass with title, to each Unit, the rights, shares, and interests provided by the Condominium Act which shall be deemed to include, without limitation, the following:

A. An undivided share in the Common Elements and in the "Common Surplus" (as that term is elsewhere herein defined). The undivided share in the Common Elements and the Common Surplus of the Condominium appurtenant to each Unit is that proportion of the total set forth, as a percentage, in the schedule which is annexed hereto and made a part hereof as Exhibit "B";

B. The right to use exclusively, or in common with certain other Units where so specified, those portions of the Common Elements designated and/or reserved herein and/or granted elsewhere to a certain Unit or Units as Limited Common Elements;

C. An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time (as shown on Exhibit "D" hereto) and as it may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is permanently vacated from time to time;

D. Non-exclusive easements, to be used and enjoyed in common with the owners of all Units in the Condominium, their guests and invitees, for use of those Common Elements not designated elsewhere herein as Limited Common Elements, including without limitation, easements for:

(1) The furnishing and maintenance of private or public utility services to all parts of the real property of the Condominium over, across, in and through the Land, Residential Buildings and other improvements, as the fixtures and equipment therefor now exist and/or may be modified or relocated; and

(2) Vehicular and pedestrian access over, across, upon, in and through the drives, entries, gates, walks, grounds, and other portions, if any, of the Common Elements as are intended and/or provided for pedestrian and vehicular traffic through the Condominium and for access to the Common Area, as hereinafter defined, and U.S. Highway A-1-A as described on Exhibit "C" attached hereto;

E. An exclusive easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit or Common Element, or vice versa, for any reason not caused by or resulting from the willful act of Developer or any Unit owner or owners, including without limitation, encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Unit or other improvement, to the extent of such encroachment;

F. The right to membership in the "Association" (elsewhere herein defined), upon the terms and conditions set forth elsewhere herein;

G. An exclusive easement for the use of the area of Land and air space occupied by the air conditioning compressor and the equipment and fixtures appurtenant thereto, situated in and/or on Common Elements of the Condominium but exclusively serving the Unit as the same exist in and on the Land, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, and the equipment and fixtures appurtenant thereto; provided that the removal of the same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies;

H. Each Unit Owner and their guests, invitees and domestic help, and all delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities, holders

of mortgage liens on the Condominium or any Unit shall have the non-exclusive and perpetual right of ingress and egress over and across the real property constituting the easement for ingress and egress, as more particularly defined and described in Exhibits A and C attached hereto; and

I. Each Unit owner and their guests, invitees and lessees and holders of mortgage liens on the Condominium Property or any Unit shall have a perpetual non-exclusive right of ingress and egress over and upon the Common Area subject to the terms and conditions set forth in Article VIII hereof and the Articles of Incorporation and Bylaws of the Association.

#### VII. ASSOCIATION.

A. The entity responsible for the operation of this Condominium shall be St. Augustine Ocean & Racquet Club Condominium Association, Inc., a Florida corporation not-for-profit (the "Association"). A copy of the Association's Articles of Incorporation and Bylaws are attached hereto and made a part hereof as Exhibits "E" and "F", respectively. The Association shall administer and manage the Condominium Property, provided that the Association may, to the extent permitted by the Condominium Act, by contract, delegate its maintenance, management and operational duties and obligations; and provided further, however, that the Developer hereby reserves the rights provided in the Condominium Act and this Declaration and the Bylaws of the Association to initially manage and operate the Condominium Property.

B. In the event the Developer shall elect to submit any portion of the land located immediately north of this Condominium Property and as more particularly described on Exhibit "H" attached hereto and designated the "Future Development Area" to the condominium form of ownership within ten years from the recordation date hereof, Developer may, at its option, provide that the St. Augustine Ocean and Racquet Club Condominium Association, Inc. be made the Association responsible for the operation and administration of such future condominiums. Owners of dwelling units in these future condominiums shall automatically become members of the Association and shall be entitled to the same voting rights as are extended herein to Unit Owners hereof, provided, however, that the total number of condominium units to be administered at any time by the Association shall not exceed 400 units.

C. Nothing contained herein shall be deemed to require the Developer to submit the Future Development Area or any portion thereof to condominium ownership, nor to require that the St. Augustine Ocean and Racquet Club Condominium Association, Inc. be the entity responsible for the operation and administration of any of the additional condominium(s) submitted by the Developer. The Developer reserves the right in its sole discretion to determine the type of development or improvements of the Future Development Area, if any, including the right to control the mix and location and type of structures and to create a separate operating and administrative entity for any such development, whether condominium or otherwise. Notwithstanding anything contained herein to the contrary, neither this Declaration nor any term or provision hereof shall constitute a defect, encumbrance,

lien or cloud upon the title of any portion of the property included within the Future Development Area and is intended only to reserve certain rights to the Developer as the owner of the Future Development Area, its successors or assigns.

D. The Developer hereby reserves to itself, its successors or assigns, as an easement appurtenant to the Future Development Area, as defined in Article VIII hereof, a non-exclusive easement over and across the drives and parking areas of this Condominium as described on Exhibits "A" and "C" attached hereto and made a part hereof. Developer reserves the right to assign the easement herein reserved to owners of property within the Future Development Area; provided that Developer hereby grants for the benefit of owners in this Condominium an easement over and across the drives and parking areas within the Future Development Area as more particularly described on Exhibits "A" and "C" attached hereto. The easement herein granted and reserved shall be for pedestrian and vehicular passage over and across the drives and parking areas of the Condominium Property and Future Development Area. Inasmuch as certain dwellings within the Future Development Area will have a common right of use in certain drives and parking areas of other dwellings within the Future Development Area, all costs of maintenance, repair and replacement with respect to such shared drives and parking areas will be divided pro rata among the dwellings making use of such drives and parking areas, the aggregate share payable by any condominium to be a common expense of such condominium. The share of such maintenance expenses as attributable to each dwelling will be based on a fraction the numerator of which is one (1) and the denominator of which is the total of all units in all developments or condominiums sharing such costs.

#### VIII. COMMON AREA AND FACILITIES.

A. The Developer, prior to the closing of the sale of the first unit in St. Augustine Ocean & Racquet Club One shall convey to the Association title to that certain property legally described in Exhibit G attached hereto and designated common area on which Developer shall build four (4) tennis courts and two (2) racquetball courts, a swimming pool and deck area and beach access boardwalk. These common area parcels, together with all improvements located thereon, shall hereinafter be referred to as the "Common Area". As part of such conveyance the Developer shall reserve certain easement rights and privileges with respect to the Common Area, including the right of ingress and egress over the access easements and the right to grant further use and easement rights in the Common Area, as hereinafter provided. The Common Area and any improvements located thereon shall not constitute part of the Common Elements of the Condominium, but shall be owned by the Association which shall also have the responsibility for all expenses relative thereto including maintenance, operation, upkeep and real estate taxes. Said Association shall prepare a separate budget on the Common Area on an annual basis. Each Unit Owner of St. Augustine Ocean & Racquet Club One and any other owners of property within the Future Development Area shall have the right to use said facilities pursuant to such rules and regulations as are promulgated from time to time by the Association and each Unit Owner of St. Augustine Ocean & Racquet Club One and any other owners of property within the Future Development area shall share equally in the expenses relative thereto and pursuant to such separate budget. All of such expenses shall be considered common expenses of the Condominium and the Association shall have the same rights and remedies for collecting said Common Area assessments as the Association has for other common expenses, including lien rights against units for delinquent Common Area assessments.

B. In the event the Developer shall construct dwelling units in the Future Development Area, Owners in the Future Development Area shall have a non-exclusive right to use said Common Area and facilities and likewise shall all share equally in the expenses relative thereto.

C. The Developer may convey, at Developer's option, additional land to the Association as described on Exhibit G attached hereto and made a part hereof, on or before ten years from the date of recording this Declaration, subject to taxes, easements, covenants and restrictions of record. The Developer shall have the right, but shall not be obligated, to construct a meeting room facility upon Parcel 4A as described on Exhibit "G" attached hereto, on or before ten years from the date of recording of this Declaration, to be available for the use of all Unit Owners of this Condominium and owners of property in the Future Development Area and for which all Unit Owners of of this Condominium, together with owners of property in the Future Development Area shall share equally in the expense of maintenance, repair and replacement. Any such future land and facilities shall not be located on the Condominium Property but shall be conveyed to the Association as additional Common Area subject to taxes for the year of conveyance, covenants, easements and restrictions of record. Each Unit Owner, together with owners of property in the Future Development Area, shall have the right to use said facilities in accordance with rules and regulations as are promulgated by the Association which shall be the entity responsible for Common Area management and maintenance. In addition, all Unit Owners of this condominium and owners of property in the Future Development Area shall have right of ingress and egress from their Units to the Common Areas over and across the paved areas as are provided for pedestrian and vehicular traffic through each condominium's Common Elements. The Developer shall have no obligation to convey all or any portion of the Future Common Area to the Association or to provide or construct any such additional facilities which shall be conveyed or constructed solely at Developer's option.

D. The Common Area assessments and all other expenses of the Association shared by and between this condominium and other owners of property in the Future Development Area shall be payable by each unit owner entitled to use of such facilities based upon a fractional portion of the annual Common Area Budget adopted by the Board of Directors of the Association wherein the numerator is one (1) and the denominator is the total number of dwelling units, the owners and occupants of which are entitled to use of the Common Area as that number may be increased from time to time. Said assessments attributable to a condominium shall be considered common expenses of each condominium and the Association shall have the same lien right and collection remedies for non-payment of the Common Area assessments as the Association has for nonpayment of regular condominium maintenance assessments.

#### IX. COMMON EXPENSES AND COMMON SURPLUS.

A. The term "Common Expenses," as used herein, shall mean all expenses for which the owners of Units in St. Augustine Ocean & Racquet Club One (except the Association) shall be liable to the Association. The term "Common Surplus," as used herein, shall mean the excess of all receipts of the Association from owners of Units in St. Augustine Ocean & Racquet Club One including, without

limitation, assessments, rents, profits and revenues on account of the Common Elements of St. Augustine Ocean & Racquet Club One over the amount of the Common Expenses of St. Augustine Ocean & Racquet Club One. All owners of Units (except the Association) in St. Augustine Ocean & Racquet Club One shall share the Common Expenses and shall own the Common Surplus in the proportions or percentages set forth in the schedule annexed hereto and made a part hereof as Exhibit "B."

B. As set forth in Article VIII hereof, the Association may, at Developer's option, be made the Condominium Association responsible for the operation and administration of such other condominiums as may be developed in the Future Development Area. The owner of a vested present interest in the fee title to any of the dwelling units in any such future development which Developer has elected to have operated by the Association shall automatically be members of the Association and shall be entitled to the same voting rights as are extended herein to owners of Units in this condominium provided, however, that matters concerning only one condominium shall be voted on only by the Unit Owners of that condominium, all as more specifically set forth in the Articles and Bylaws of the Association. The Common Expenses and Common Surplus of any such condominium(s) may be commingled with those of the other condominium(s) operated by the Association, if any, but shall be subject to separate budgeting and accounting as provided elsewhere herein and in the Bylaws and Articles of the Association. The operation of such additional condominium(s) by the Association shall not constitute and is not intended to result in a merger of the Common Elements, and each condominium shall constitute a separate and distinct condominium from all others.

#### X. VOTING RIGHTS OF UNIT OWNERS.

The owner or owners of each Unit shall become a member or members of the Association automatically upon and simultaneously with delivery of a deed of conveyance of fee title thereto from Developer or its successors in title. There shall be appurtenant and pass with title to each Unit, one vote as a member of the Association which may be exercised by the owner(s), or the duly constituted proxy of the owner(s), from time to time, of each Unit at all meetings of members and in connection with all matters upon which all members of the Association are entitled to vote. The qualification of members of and manner of admission to membership in the Association, the termination of such membership and voting by members shall be as provided for in the Articles of Incorporation and Bylaws of the Association.

#### XI. BYLAWS OF ASSOCIATION.

A copy of the Bylaws of the Association is annexed hereto and made a part hereof as Exhibit "F."

#### XII. AMENDMENT OF DECLARATION.

Except for amendments which Developer is authorized and/or obligated elsewhere herein to make and except as may be elsewhere herein or in the Condominium Act otherwise specifically provided, this Declaration may be amended only in the following manner:

##### A. Notice.

Notice of the subject matter of any proposed amendment to this Declaration shall be included in the notice of any meeting at which such proposed amendment is to be considered.

B. Proposal.

OFF REC 551 PAGE 235

Amendments to this Declaration may be proposed by the Board of Directors (the "Board") of the Association by resolution adopted by a majority vote of the Directors present at any regular or special meeting of the Board at which a quorum is present or, in the alternative, by a written instrument signed by a majority of the Board, or by the owners of one-third (1/3) of the Units, whether by vote of such owners as members of the Association at a special or regular meeting of the members or by written instrument signed by them.

C. Adoption.

Any amendment to this Declaration so proposed by the Board or members of the Association shall be transmitted to the President of the Association or, in the absence of the President, to a Vice President or other acting chief executive officer, who shall thereupon call a special meeting of the Unit owners in this condominium to consider and vote upon such proposed amendment; provided that a proposed amendment may be considered and voted upon at an annual meeting of the members of the Association if the next such meeting is to be held within the time hereafter limited and if notice of the proposed amendment shall be included in the notice of such meeting. The special or annual meeting, as the case may be, of the members shall be held not sooner than thirty (30) days nor later than sixty (60) days from the date of receipt by the Association of the proposed amendment. Notice of the meeting shall be in the form and shall be delivered and the meeting shall be called and held as provided for in the Bylaws of the Association; provided that any member may, in writing signed by such member, waive notice of any such meeting in the manner provided for in the Bylaws of the Association and such waiver, when delivered to the Secretary of the Association for filing in its records, whether before, during or after such meeting, shall be construed to be the equivalent of giving notice to such member. The proposed amendment may be adopted, and shall become effective, by and upon the affirmative vote at such meeting of owners of not less than sixty-six and two-thirds percent (66-2/3%) of the Units; provided that any amendment so proposed may be adopted, without a formal meeting of the members, by an instrument executed and acknowledged with the formalities of a deed by members owning not less than sixty-six and two-thirds percent (66-2/3%) of all Units. If any such amendment shall affect the common elements of any other condominium or the Common Area, including but not limited to easements herein reserved for the benefit of the Common Area and Future Development Area, then such amendment before becoming effective shall require the approval of the owners of the property within the Future Development Area affected in accordance with the provisions of any applicable declaration of condominium or covenants and the written consent of the Developer so long as the Developer holds title to any units in the Condominium or any portion of the property in the Future Development Area or Common Area whether improved or unimproved. Notwithstanding the foregoing, no amendment shall:

(1): Change any "Condominium Parcel" (as defined in the Condominium Act) unless the record owner

thereof and all record owners of liens thereon shall join in the execution and acknowledgment of the amendment, or

(2) Discriminate against any Unit owner or against any Unit comprising part of the Condominium Property, unless the record owners of all affected Units and record owners of all liens thereon shall join in the execution and acknowledgment of the amendment, or

(3) Change the share of Common Elements appurtenant to any Unit or Units or the share of any Unit owner in the Common Surplus, or increase the share of any Unit owner(s) in the Common Expenses, unless the record owners of Units so affected and the record owners of all liens thereon shall join in the execution and acknowledgment of such amendment, or

(4) Make any change in Article XIV hereof, entitled "Insurance," nor in Article XV hereof, entitled "Reconstruction or Repair After Casualty," unless the record owners of all liens on Units shall join in the execution and acknowledgment of the amendment, or

(5) Adversely affect the lien or priority of any previously recorded Mortgage to an Institutional Lender, or

(6) Affect any portion, phase or aspect of the property comprising the Future Development Area, the rights of Developer reserved herein with respect to the Future Development Area, the Association, the Common Area or Future Common Area, as described in Articles VII, VIII and XVI hereof, without the prior written consent of the Developer and the approval of owners of property within the Future Development Area affected by such amendment, in accordance with the provisions of any applicable declaration of condominium or covenants.

D. Effective Date and Recording Evidence of Amendment.

As to members of the Association and persons having actual knowledge of the adoption of any amendment to this Declaration, such amendment shall be effective as of the date of adoption or otherwise as may be specified in the resolution or instrument creating the amendment. As to nonmembers of the Association without actual knowledge of an amendment to this Declaration, the same shall be effective at the time the affected person acquires actual knowledge thereof or at the time of filing the amendment or certificate of amendment in the Public Records of St. Johns County, Florida, whichever occurs first. The President of the Association, or, in the absence of the President, a Vice President or other acting chief executive officer of the Association, shall cause to be filed in the Public Records of St. Johns County, Florida, the original amendment to the Declaration, if it is in the form of an instrument executed and acknowledged by Unit owners and the holders of liens thereon, or a certificate of amendment, if it is a certification by the proper officers of the Association that such amendment was adopted by the Association at a meeting of the members. A true and correct copy of each such amendment or certificate of amendment shall be delivered, forthwith after adoption thereof, to the record owners of all Units and to the record owners of all liens on Units, by the President, Vice President or other acting chief executive officer of the Association, but delivery of such copies shall not be a condition precedent to the effectiveness of any such amendment.

E. Amendment to Correct Omission or Error in Condominium Documents.

Notwithstanding any provision to the contrary set forth in this Article XII or elsewhere in and of this Declaration, the Articles of Incorporation or Bylaws of the Association, the affirmative vote of the owners of not less than fifty-one percent (51%) of the Units in the Condominium shall be sufficient to adopt an amendment to this Declaration for the purpose of correcting a defect, error or omission in or of this Declaration not materially adversely affecting the rights of owners, lienors or mortgagees.

F. Amendments by Developer.

Notwithstanding any provision to the contrary set forth in Article XII or elsewhere in this Declaration or in the Articles of Incorporation or Bylaws of the Association, the Developer may amend this Declaration to add any surveyors certificate(s) as described in Article IV hereof to this Declaration or to add the Future Common Area as part of the Common Area, without the consent or joinder of any Unit owner or mortgagee of any Unit or the Association. Such amendments may be effected by an instrument executed by the Developer.

XIII. MAINTENANCE, REPAIRS AND REPLACEMENTS.

Responsibility for maintenance, repairs and replacements of Condominium Property and the Common Area and property of Unit owners located or situated within the Condominium and the Common Area shall be as follows:

A. Units.

Each Unit, and the fixtures, equipment and appliances comprising a part thereof located therein or exclusively serving the same whether within or without the boundaries of the Unit shall be maintained, kept in good repair and replaced by and at the expense of the owner(s) thereof, including but not limited to all doors within the Unit and those which open to the Unit from the outside, interior walls and partitions, windows and glass, sliding glass and screen doors, heating and air conditioning equipment within the Unit and air conditioning compressors located outside the Unit and ducts, pipes, wiring controls and other apparatus serving only that Unit. All maintenance, repairs and/or replacements for which Unit owners are responsible and obligated to perform, which, if not performed or omitted, would affect other Units or Common Elements, shall be performed promptly as the need arises. Notwithstanding the obligation of Unit owners for maintenance, repair and replacement of and in Units, the proceeds of all insurance awards or payments under insurance carried by the Association for loss or damage to or within Units shall be applied against repairs and replacements to the extent that such award or payments exceed the deductible provisions of such insurance.

B. Common Elements.

The Association shall be responsible for, and shall assess against and collect from the owners of all Units in the Condominium, the costs of maintaining, repairing, replacing and keeping in clean and orderly condition, all of the Common Elements except certain of the Limited Common Elements specified below. The Association shall, at the expense of the owners of all Units in the Condominium, repair any and all incidental damage to Units resulting from maintenance, repairs and/or replacements of or to Common Elements.

C. Limited Common Elements.

The responsibility for and the cost of keeping clean and in orderly condition the balconies and patios forming a part of the Limited Common Elements which exclusively serve a certain Unit or Units to the exclusion of other Units, shall be borne by the owner(s) of the Unit(s) to which the same are appurtenant. The Association shall be responsible for otherwise maintaining and for repairing and replacing all Limited Common Elements, and shall assess against and collect from the owners of all Units in the Condominium the cost of such maintenance, repair and replacement, provided, however, the cost of repairing and replacing any floor covering upon such patio or balcony area shall be the responsibility of the owner(s) of the Unit(s) to which such patio or balcony is appurtenant. Notwithstanding the Unit owners obligations with respect to certain Limited Common Elements, any proceeds of insurance awards carried by the Association for loss or damage to such Limited Common Elements shall be applied against such repair or replacement to the extent that such award or payments exceed the deductible limits of such insurance.

D. Common Area.

The Association shall be responsible for the costs of maintaining the Common Area to be shared by all users of the Common Area as provided in Article VIII hereof. The Association shall, at the expense of all users of the Common Area, repair any and all incidental damage to property resulting from maintenance, repairs or replacements to the Common Area.

XIV. INSURANCE.

Insurance shall be carried and kept in force at all times in accordance with the following provisions:

A. Duty and Authority to Obtain.

The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force or all of such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association and the Unit owners and their mortgagees and a certificate evidencing a mortgagee endorsement shall be issued to the mortgagee of each Unit. The owner(s) of each Unit may, at the expense of such owner(s), obtain insurance coverage against damage to and loss of the contents of the Unit, personal liability for injury to and death of persons and damage to and loss of personal property of others, and against additional living expenses, provided that each policy of such insurance purchased by a Unit owner shall, where such provision is available, provide that the insurer waives its right of subrogation as to any claim or claims against other Unit owners, the Association, and their respective employees, agents, guests and invitees.

B. Required Coverage.

The Association shall purchase and carry casualty insurance covering all of the buildings and other improvements, including personal property of the Condominium, including, without limitation, Units, Limited Common Elements and Common Elements and shall purchase and carry casualty insurance covering the Common Area, in an amount equal to the maximum insurance replacement values thereof, exclusive of excavation and foundation costs as determined annually by the Board of Directors of the Association in accordance with reasonably acceptable appraisal practice; such insurance to include or afford protection against:

(a) Loss or damage by fire or other hazards covered by the standard extended coverage and broad form and/or special form;

(b) Such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings and other improvements similar in construction, location and use to the building and other improvements of the Condominium, including without limitation, vandalism, malicious mischief, windstorm, and flood;

(c) Comprehensive general liability insurance in such limits as the Board of Directors may from time to time determine, insuring the association, the Board of Directors, the manager, at the discretion of the Board of Directors, and each Unit owner for claims arising out of or in connection with the ownership, operation or maintenance of any of the property, excluding Unit owner liability coverage for claims arising in connection with that portion of the property used and occupied exclusively by a particular Unit owner. Such comprehensive general liability insurance shall also cover cross-liability claims of one insured against the other and water damage and fire legal liability coverage. The Board of Directors shall review such limits once a year;

(d) Workmen's compensation insurance to meet the requirements of law;

(e) Loss or damage by flood to the extent, if any, required or necessitated by law, including, without limitation, the Flood Disaster Protection Act of 1973, or any similar law or regulation;

(f) Personal injury liability coverage (with employee coverage if applicable); and

(g) Director and Officer liability coverage, if available.

#### C. Optional Coverage.

The Association may purchase and carry other insurance coverage, such as products liability and other than title insurance, as the Board of Directors of the Association, in its sole discretion, may determine from time to time to be in the best interests of the Association and Unit owners, or as an institutional lender may reasonably require while it holds a mortgage encumbering any Unit. Any waiver of subrogation contained in policies shall include waivers as to the condominium manager.

#### D. Premiums.

Premiums for all insurance obtained and purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out the provisions of this Article shall be assessed against and collected from Unit owners as a common expense.

All policies of insurance obtained and purchased by the Association shall be for the benefit of the Association, the owners of Units and their mortgagees as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association and the proceeds from insurance against any casualty loss shall be held for the use of the Association, Unit owners and their respective mortgagees, as their interests may appear, to be applied or distributed in the manner herein provided. The Association is hereby constituted and appointed agent for all Unit owners, with authority to negotiate and settle the value and extent of any and all losses covered under any policy of casualty insurance, and the Association is granted full right and authority to execute, in favor of any insurer, a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

## F. Insurer.

All persons beneficially interested in the insurance coverage obtained, purchased and maintained by the Association shall be bound by the Association's selection of its insurer(s) and the amount of insurance coverage carried and kept in force by the Association.

## G. Application of Insurance Proceeds.

The proceeds of casualty insurance paid to the Association by an insurer for loss or damage to real and/or personal property upon which the Association carries insurance shall be applied and paid as follows:

## (1) Common Elements Only.

The proceeds paid to the Association for loss of or damage to real property constituting Common Elements only shall be applied to the repair, replacement or reconstruction of such loss or damage. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements, the excess shall be paid to the owners of all Units, and their respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interest appurtenant to each Unit in the Common Elements or, at the option of the Board of Directors, such excess proceeds may be retained by the Association as Common Surplus. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such Common Elements, the Association shall pay the difference between the total cost of repairing, replacing or reconstructing such loss or damage and the amount of the insurance proceeds from association reserves. If no such Association reserve fund has been established or if any such Association reserve fund is insufficient to pay such difference, the Association shall assess the amount of the difference against, and collect it from, all Unit owners, as a Common Expense.

## (2) Common Area Only.

The proceeds paid to the Association for loss or damage to the Common Area shall be applied to the repair, replacement and restoration of the Common Area. In the event such insurance proceeds exceed the cost of repair, replacement or reconstruction of the Common Area, the excess shall be paid to all users of the Common Area, and their mortgagees, as their interests may appear in the same proportion as the cost of normal maintenance and repair is chargeable to all users of the Common Area; or at the option of the Board of Directors such excess proceeds may be retained by the Association as a reserve fund. In the event the insurance proceeds shall be insufficient to repair, replace or restore the Common Area, the difference between the total cost of

REC 551 PAGE 241

same and the amount of insurance proceeds shall be collected from all users of the Common Area in the same proportion as the cost of normal maintenance and repair is chargeable and shall be a common expense of this Condominium.

(3) Units.

The proceeds paid to the Association for loss of or damage to any building constituting Common Elements and one or more Units thereof shall be first applied to the repair, replacement or reconstruction of Common Elements, then to the repair, replacement or reconstruction of any Unit or Units in the building which have been destroyed or damaged. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements and Units, the excess shall be paid by the Association to the owners of the damaged or destroyed Units and their respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interest appurtenant to each such Unit in the Common Elements. If the insurance proceeds shall be sufficient to pay for the repair, replacement or reconstruction of the Common Elements but shall be insufficient to pay the cost of the repair, replacement or reconstruction of the damaged or destroyed Unit or Units in such building, the Association shall assess the amount of the difference against, and collect the same from, the owner(s) of the Unit(s) damaged or destroyed, in proportion that the amount of damage sustained to each such Unit bears to the total deficit, to be applied toward the total cost of repairing, replacing or reconstructing all of such damaged or destroyed Common Elements and Units. If the insurance proceeds shall be insufficient to pay the cost of the repairs, replacements, or reconstruction of the Common Elements (to which the Association is required first to apply such proceeds before applying any part thereof to the repair, replacement or reconstruction of Units), the difference between the total cost of repairing, replacing or reconstructing the Common Elements and the amount of the insurance proceeds shall be assessed by the Association against, and collected from, all Unit owners, as a common expense, and in such event, the cost of repairing, replacing or reconstructing the Unit or Units destroyed or damaged shall be assessed by the Association against, and collected from, the owner(s) of such damaged or destroyed Units. If and when insurance proceeds are paid to the Association for any casualty loss, the holder(s) of any mortgage or mortgages encumbering a Unit shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of indebtedness secured by such mortgage, unless the insurance proceeds represent a distribution to the owner(s) of the Unit and the mortgagee(s) thereof, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the owner(s) of the Unit, and the mortgagee(s) thereof by reason of loss of or damage to personal property constituting a part of the Common Elements and as to which a determination is made not to repair, replace or restore such personal property.

H. Deposits to Association After Damage.

Within sixty (60) days after a loss of or damage to Condominium Property or Common Area covered by casualty insurance, the Association shall obtain estimates of the cost of repairing, replacing or restoring the same, including the cost of professional fees and any construction bond which the

Board of Directors may require. If, from such estimates, it shall appear that the insurance proceeds payable for such loss or damage will be insufficient to pay the total costs thereof, the additional money required to pay the total cost thereof, whether it is to be paid by one or more Unit owners, shall be assessed by the Association and shall be due and payable not later than thirty (30) days from the day on which the Association receives the insurance proceeds.

XV. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

Whether, and the manner in which, any or all of the Condominium Property or Common Area which shall be damaged or destroyed by casualty shall be repaired, reconstructed or replaced shall be determined as follows:

A. Residential Buildings.

If one or more of the Residential Buildings shall be damaged or destroyed, repair or reconstruction thereof, or termination of the Condominium, shall be in accordance with the following:

(1) Total Destruction of the Residential Building.

If all of the Residential Buildings of the Condominium are totally destroyed or so damaged that no Units therein are habitable, the buildings and none of the improvements comprising Common Elements thereof shall be reconstructed, and the Condominium shall be terminated unless the owners of Units to which seventy-five (75%) percent of the Common Elements are appurtenant agree in writing, within 60 days after the date of such destruction, to reconstruct the same and/or unless any policy or policies of casualty insurance covering the same shall require reconstruction thereunder, and in either case as long as the then applicable zoning and other regulatory laws and ordinances shall allow the same to be reconstructed.

(2) Partial Damage to the Buildings.

If one or more but less than all of the Residential Buildings are damaged or so destroyed so that no Units therein are habitable, the damaged or destroyed Common Elements and/or Units shall be repaired or reconstructed so that the buildings and/or Units shall be restored to substantially the same condition as existed prior to such damage or destruction, unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere herein provided that the Condominium shall be terminated.

B. Common Elements.

Damaged or destroyed improvements constituting part of the Common Elements and Limited Common Elements shall be repaired, reconstructed and/or replaced unless, in the event of total destruction of the Units, or, by agreement after partial destruction, the Condominium shall be terminated.

C. Common Area.

Damaged or destroyed improvements constituting part of the Common Area shall be repaired, reconstructed or replaced unless this Condominium and any other condominium(s) and any homeowners association located within or administering property within the Future Development Area shall be terminated.

D. Plans and Specifications.

REC 551 PAGE 243

Repair or reconstruction of Condominium Property or Common Area shall be substantially in accordance with the plans and specifications pursuant to which the same were originally constructed, provided that the Board of Directors of the Association may authorize reasonable variations from the original plans and specifications as may appear to them to be necessary or desirable; provided the same shall be in compliance with applicable zoning laws and regulations.

E. Responsibility.

If the damage or destruction shall be limited only to one or more Units for which the responsibility of maintenance and repair is that of the affected Unit owners, then such Unit owners shall be responsible for carrying out the repair or reconstruction thereof. In all other instances of damage or destruction, the Association shall be responsible for carrying out the repair and reconstruction thereof.

F. Construction Funds.

All funds for the payment of repair and reconstruction costs, consisting of insurance proceeds and/or funds collected by the Association from Unit owners, shall be disbursed toward payment of such costs in the following manner:

(1) Unit Owner.

The portion of insurance proceeds representing damage for which the responsibility of repair and reconstruction is upon one or more, but less than all Unit owners shall be paid by the Association to the affected Unit owners and, if any of such Units are mortgaged, to the affected Unit owners and their mortgagees jointly.

(2) Association -- Lesser Damage.

If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than five thousand dollars (\$5,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Association by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(3) Association -- Major Damage.

If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than five thousand dollars (\$5,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect registered to practice in Florida and employed by the Association to supervise the work.

(4) Surplus.

It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in the

construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed in the manner elsewhere herein stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

XVI. USE RESTRICTIONS.

Use of the Condominium Property shall be in accordance with the following provisions so long as the Condominium exists:

A. Units.

Each of the Units shall be occupied only by a single family, its servants and guests or lessees, as a residence and for no other purposes. Except as the right to divide and subdivide is reserved to Developer, no Unit may be divided or subdivided into a smaller Unit, nor any portion thereof sold or otherwise transferred.

B. Common Elements.

The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

C. Nuisances.

No nuisances shall be allowed upon the Condominium Property or Common Area, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property or Common Area by residents. All parts of the Condominium Property and Common Area shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist. No use shall be made of any Unit or of the Common Elements, Limited Common Elements or Common Area which will increase the rate of insurance upon the Condominium Property or Common Area.

D. Lawful Use.

No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof or of the Common Area and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium Property and Common Area shall be the same as is elsewhere herein specified.

E. Leasing.

Entire Units, but not less than entire Units, may be leased provided occupancy is only by the lessee and his family, servants and guests.

F. Regulations.

OFF REC 551 PAGE 245

Reasonable regulations concerning the use of the Condominium Property and Common Area may be made and amended from time to time by the Board; provided, however, that all such regulations and amendments thereto shall be approved by not less than fifty one (51%) percent of the members of the Association before the same shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval in writing. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request.

G. Rights of Developer.

(1) Sales

Until Developer has completed and sold all of the Units, neither Unit owners, nor the Association, nor the use of the Condominium Property or Common Area shall interfere with the completion of the proposed improvements and the sale of the Units. Developer may make such use of the unsold Units and Common Elements and the Common Area as may facilitate such completion, and sale, including, but not limited to, maintenance of a sales office, the showing of the Property and the display of signs and use of the Common Area in promoting sale or rental of Units in this Condominium or dwelling units in the Future Development Area. And further provided, however, that Developer retains the right, so long as it holds fee simple title to any Unit in the Condominium, to establish a plan for leasing any Unit or Units in this Condominium, whether such Unit or Units be owned by it or not, and thereafter to administer such plan for voluntarily participating Unit owners on such terms as Developer may provide.

(2) Construction Easement

Developer reserves for itself, its nominees, designees, successors and assignees, an easement over and across the Condominium Property as may be reasonably necessary in connection with the construction of improvements within the Condominium Property and within the Future Development Area or Common Area. Such easement shall include, but not be limited to, an easement for the use of necessary and usual equipment in connection with such construction activity, the usual and common noise level created by such construction activity and together with all other common and usual activities associated with such construction activity.

(3) Common Area Use

Neither the Association nor the owner of any dwelling unit having use rights in the Common Area shall be excused from payment of its proportionate share of such costs and expenses of the Common Area by reason of the fact that one or more of the owners or occupants of a Unit or of dwelling units entitled to use of the Common Area shall elect not to make use thereof, or by virtue of the fact that one or more of the owners or occupants of a Unit or dwelling units otherwise entitled to the use of the Common Area shall be barred therefrom or prohibited use thereof by virtue of violations of the rules and regulations applicable to the use thereof.

(4) Utility Easement

Developer, for itself, its successors, assigns, nominees, designees and grantees, hereby reserves and is given a perpetual, alienable, and releasable blanket easement, privilege and right on, over and under all of the Condominium Property and easements as shown on Exhibit "C", for the normal and customary erection, construction maintenance and use of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, irrigation lines and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, drainages, sewage, irrigation and other conveniences or utilities serving the Condominium Property and Future Development Area and shall have the unrestricted and sole right and power of assigning, alienating and releasing the privileges, easements, and rights referred to in this paragraph. All such easements including those designated on Exhibit "C" are and shall remain private easements and the sole and exclusive property of the Developer, its successors, assigns, nominees, designees and grantees.

(5) Rules and Regulations

Notwithstanding anything contained in this Declaration of Condominium to the contrary, so long as the Developer shall own any portion of the Future Development Area, no rules and regulations relevant to the use of the Common Area shall be adopted without the prior written consent of the Developer. In addition, so long as the Developer owns any portion of the Future Development Area, no permanent improvements other than as set forth in the site plan of the Common Area attached hereto as Exhibit "C" shall be constructed upon the Common Area nor shall any substantial repair or reconstruction be performed upon the Common Area without the prior written consent of Developer.

(6) Easement Over Common Area

The Developer reserves for itself as the owner of the land constituting the Future Development Area and for future owners and occupants of dwelling units located within the Future Development Area, a non-exclusive easement for pedestrian traffic over, through and across sidewalks, paths, walks of the Common Area and for the use of the Common Area as may be from time to time intended and designated for such purpose and use. Developer also reserves for itself, its successors, assigns and designees as owners of the Future Development Area, an exclusive easement for the unintentional and non-negligent encroachment of any improvements constituting part of the Condominium Property or constructed within the Future Development Area into the Common Area, including without limitation, encroachments caused or resulting from original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching improvement to the extent of such encroachment.

(7) Developer Assessments

Pursuant to the provisions of the Condominium Act, Developer shall be excused from payment of assessments attributable to Units owned by the Developer until the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first Unit occurs. However, Developer must pay the portion of common expenses incurred during that period which exceed the amount assessed against other Unit owners.

Each Unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, the Articles of Incorporation and Bylaws of the Association, and any and all regulations adopted pursuant thereto as they may be amended from time to time. Failure of the Unit owner to comply therewith shall entitle the Association or other Unit owners 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 rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, lessees or other invitees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, the Common Elements or of the Common Area.

B. Costs and Attorney's Fees.

In any proceeding arising because of an alleged failure of a Unit owner to comply with the terms of the Declaration, the Articles of Incorporation and Bylaws of the Association, and any and all regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

C. No Waiver of Rights.

The failure of the Association or any Unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation and Bylaws of the Association or the regulations adopted pursuant thereto shall not constitute a waiver of the right to do so thereafter.

XVIII. ASSESSMENTS, LIABILITY, LIEN AND ENFORCEMENT.

To provide the funds necessary for proper operation and management of the Condominium and Common Area, the Association has been granted the right to make, levy and collect assessments against the owners of all Units and said Units. The following provisions shall govern the making, levying and collecting of such assessments and the payment of the costs and expenses of operating and managing the Condominium and Common Area by the Association.

A. Determination of Assessments.

Assessments by the Association against each owner of a Unit and his Unit shall be the percentage of the total assessments to be made against all owners of Units and their Units as is set forth in the Schedule annexed hereto and made a part hereof as Exhibit "B." Should the Association become the owner of any Unit(s), the assessment which would otherwise be due and payable to the Association by the owner(s) of such Unit(s), reduced by an amount of income which may be derived from the leasing of such Unit(s) by the Association,

shall be apportioned and the assessment therefor levied ratably among the owners of all Units which are not owned by the Association, based upon their proportionate interests in the Common Elements, exclusive of the interests therein appurtenant to any Unit or Units owned by the Association.

B. Time for Payment.

The assessment levied against the owner of each Unit and his Unit shall be payable in not less than quarterly installments and at such time as shall from time to time be fixed by the Board.

C. Annual Budget.

The Board shall establish an Annual Condominium Budget and an Annual Common Area Budget (hereinafter collectively referred to as the Annual Budgets) in advance for each fiscal year which shall estimate all expenses for the forthcoming fiscal year required for the proper operation, management and maintenance of the Condominium and Common Area, including, when deemed necessary or advisable by the Board, a reasonable allowance for contingencies and reserves and shall estimate all income to be collected during the year. Upon adoption of each annual budget by the Board, copies thereof shall be delivered to each Unit owner and the assessment for the year shall be based upon such Budget. Failure to deliver a copy of the Budget to a Unit owner shall, however, not affect the liability of such owner for such assessment. Should the Board at any time and from time to time determine, in the sole discretion of the Board, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

D. Reserve Fund.

The Board, in establishing each Annual Budget, may include therein a sum to be collected and maintained as a reserve fund for the capital expenditures, deferred maintenance and replacement of Common Elements and personal property held for the joint use and benefit of the owners of all Units and the Common Area. The amount to be reserved shall be as determined by the Board of Directors or as may be required under the provisions of the Condominium Act.

E. General Operating Reserve.

The Board, when establishing each Annual Budget, may, when deemed necessary or desirable, include therein a sum to be collected and maintained as a general operating reserve to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by owners of Units as a result of emergencies or for other reason placing financial stress upon the Association. The annual amount allocated to such operating reserve and collected therefor shall not exceed five percent (5%) of the current annual assessment levied against the owners of all Units. Upon accrual in the operating reserve of an amount equal to twenty-five percent (25%) of the current annual assessment, no further payments shall be collected from the owners of Units as a contribution to such operating reserve unless it shall be reduced below the twenty-five percent (25%) level, in which event the annual assessment against each owner and/or Unit shall be increased to restore the operating reserve to an amount which will equal twenty-five percent (25%) of the current annual amount of said assessment.

F. Use of Association Funds.

REC 551 PAGE 249

All moneys collected by the Association shall be treated as the separate property of the Association, and such moneys may be applied by the Association to the payment of any expense of operating and managing the Condominium and Common Area or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles, and Bylaws and as the moneys for annual assessments are paid to the Association by any Unit owner, the same may be co-mingled with moneys paid to the Association by the other owners of Units and by owners of other dwelling units in the Future Development Area; provided however, separate budgets shall be established for the Common Area and for each condominium administered by the Association and the Association shall separately account for receipts and expenditures for each such condominium and the Common Area.

Although all funds and other assets of the Association and any increments thereto or profits derived therefrom, and from the leasing or use of Common Elements, including, without limitation, Common Surplus, shall be held for the benefit of the Unit owners and/or members of the Association, no Unit owner or member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein except as an appurtenance to his Unit.

G. Delinquency or Default.

The payment of any assessment or installment thereof due to the Association shall be in default if not paid to the Association ~~on~~ or before the due date thereof. If any assessment or installment is not paid by the due date, the owner and the Unit shall be assessed an automatic fine of twenty-five dollars (\$25) if not paid within 10 days of the due date or a fine of fifty dollars (\$50) if not paid within 30 days of the due date.

H. Personal Liability of Unit Owner.

The owner(s) of each Unit shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, regular or special, fines on such delinquent assessments or installments thereof, as above provided, and for all costs of collecting the assessments and interest thereon, including reasonable attorney's fees, whether suit be brought or not, levied or otherwise coming due while such person(s) or entity own(s) a Unit.

I. Liability Not Subject to Waiver.

No owner of a Unit may exempt himself from liability for any assessment levied against such owner and his Unit by waiver of the use or enjoyment of any of the Common Elements, by abandonment of the Unit, or in any other manner.

J. Lien for Assessment.

The Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in Common Elements or Limited Common Elements which lien shall and does secure the moneys due for all: (1) assessments levied against the owner(s) of and each Unit, (2) fines, if any, which may become due on delinquent assessments owing to the Association, and (3) costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing its lien upon the Unit and its appurtenances. The lien granted to the Association may be established and

foreclosed in the Circuit Court in and for St. Johns County, Florida, and in any suit for the foreclosure of said lien, the Association shall be entitled to rental from the owner of any Unit from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a Receiver for said Unit. The rental required to be paid shall be equal to the rental charged on comparable types of Units in St. Johns County, Florida. The lien of the Association shall also secure all advances for taxes and payments on account of superior mortgages, liens or encumbrances made by the Association to preserve and protect its lien, together with interest at the highest rate allowed by applicable law on all such advances made for such purpose.

K. Recording and Priority of Lien.

The lien of the Association shall be effective from and after recording in the Public Records of St. Johns County, Florida, a claim of lien stating the description of the Unit encumbered thereby, the name of the record owner, the amount and the date when due, and shall continue in effect until all sums secured thereby shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The lien of the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording the Association's claim of lien.

L. Effect of Foreclosure or Judicial Sale.

In the event that any person, firm or corporation shall acquire title to any Unit and its appurtenant undivided interest in Common Elements by virtue of any foreclosure, deed in lieu of foreclosure, or judicial sale, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for the Unit and its appurtenant undivided interest in Common Elements and assessments for the Common Area subsequent to the date of acquisition of such title and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title, except that such person, firm or corporation shall acquire such title subject to the lien of any assessment by the Association representing an apportionment of taxes or special assessment levied by tax authorities against the Condominium in its entirety. In the event of the acquisition of title to a Unit by foreclosure, deed in lieu of foreclosure, or judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all Units as a part of the Common Expense as to Condominium assessments and by all users of the Common Area as to Common Area assessments, although nothing herein contained shall be construed as releasing the party personally liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

M. Effect of Voluntary Transfer.

OFF REC 551 PAGE 251

When the owner of any Unit proposes to lease, sell or mortgage the same in compliance with other provisions of this Declaration, the Association, upon written request of the owner of such Unit, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the owner of such Unit. Such statement shall be executed by any officer of the Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

In the event that a Unit is to be leased, sold or mortgaged at the time when payment of any assessment against the owner of the Unit and Unit due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association) then the rent or proceeds of such sale or mortgage proceeds, as the case may be, shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessment or installment thereof due to the Association before payment of the balance of such rent, proceeds of sale or mortgage to the owner of the Unit responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor made prior to the time of such voluntary conveyance without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

N. Commencement of Assessments.

The date of commencement of the assessments against each Unit, as described in this Article, shall be established by the Board of Directors of the Association.

XIX. REGISTRY OF OWNERS AND MORTGAGEES.

The Association shall at all times maintain a Register of the names of the owners and mortgagees of all Units. Upon the transfer of title to any Unit, the transferee shall notify the Association in writing of his interest in such Unit together with recording information identifying the instrument by which such transferee acquired his interest in the Unit. The owner of each Unit encumbered by a mortgage shall notify the Association of the name and address of the mortgagee, the amount of such mortgage or mortgages, and the recording information identifying the same. The holder of any mortgage encumbering a Unit may notify the Association of any such mortgage(s), and upon receipt of such notice, the association shall register in its records all pertinent information pertaining to the same.

XX. ALTERATIONS OF AND IMPROVEMENTS TO UNITS AND COMMON ELEMENTS.

Except as the right is elsewhere herein reserved to Developer, neither a Unit owner nor the Association shall make any alterations, improvements or additions to Units or Common Elements or Common Area, except in compliance with the following:

A. Developer reserves the right to change the interior design and arrangement of, and to alter the boundaries between, Units owned by Developer, provided that no such change shall increase the number of Units without an Amendment to this Declaration of Condominium by the Unit owners, their mortgagees and the Association, as provided for elsewhere herein. If any such alteration shall affect more than one Unit, Developer shall apportion between the affected Units the appurtenant shares in the Common Elements, Common Surplus and Common Expenses. Any such amendment to this Declaration which Developer is authorized to make to reflect the alteration of the boundaries of a Unit or Units owned by Developer may be executed and acknowledged by Developer and shall not require the consent or joinder of other Unit owners and/or their mortgagees.

B. Unless the Unit owner(s) shall first submit plans for such work to the Board, and the Board, by resolution unanimously adopted by the affirmative vote of all members thereof, shall approve and consent thereto, no alteration of or improvement or addition to a Unit, or to any Limited Common Element to which the owner has an exclusive right of use, shall be made, constructed, erected or installed which shall: (1) remove, in whole or in part, replace, reroute, or otherwise affect any column, bearing wall or partition, pipe duct, wire or conduit, or obstruct any easement herein provided for, or (2) remove or change the style, pattern, material, texture or outside color of any door, window, screen, fixture, equipment or appliance in or on an exterior Unit or building wall, or (3) cover, from the inside or outside, the glass or other transparent and/or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with a neutral color material, or (4) affix to or over any exterior door or window or otherwise install on the exterior of any Unit or building, any storm or hurricane shutter or awning or any protective or decorative panel, paneling, trim, enclosure, fixture, or appliance, or (5) otherwise change, modify or alter the exterior of any Unit or building so that it thereby differs in appearance from any other Units of the same type. There shall be no material alterations or substantial improvements or additions to the Common Elements except that subject to the foregoing restrictions, the Association shall have the right to make or cause to be made alterations, improvements and/or additions to the Common Elements, except the acquisition of additional real property, which have been approved by the owner of Units to which seventy-five percent (75%) of the Common Elements are appurtenant. The cost of such alterations, improvements and/or additions shall be assessed against and collected from the owners of all Units as Common Expenses.

In any litigation or other dispute related to or arising out of this Article XX, if the Association shall be the prevailing party, it shall be entitled to reimbursement of its costs incurred in said litigation or dispute, including, without limitation, reasonable attorneys' fees.

**XXI. TERMINATION.**

The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

**A. Destruction.**

In the event it is determined in the manner elsewhere herein provided that the improvements shall not be reconstructed because of total destruction or major damage, the Condominium plan of ownership will be thereby terminated without agreement.

**B. Agreement.**

The Condominium may be terminated at any time by the approval in writing of all of the owners of the Condominium and by all record owners of mortgages upon Units therein owned by Institutional Lenders and other mortgagees approved by the Association. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of Units to which not less than seventy-five percent (75%) of the Common Elements are appurtenant, and of the record owners of all mortgages upon Units in the Condominium owned by Institutional Lenders and other mortgagees approved by the Association are obtained not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the Units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

**(1) Exercise of Option.**

The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the Units to be purchased of an agreement to purchase signed by the record owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating owner and shall agree to purchase all of the Units owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

**(2) Price.**

The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

**(3) Payment.**

The purchase price shall be paid in full in cash or shall include assumption of any existing mortgage financing plus cash.

(4) Closing.

The sale shall be closed within ten (10) days following the determination of the sale price.

C. Certificate.

OFF REC 551 PAGE 254

The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Walton County, Florida.

D. Shares of Owners After Termination:

After termination of the Condominium the Unit owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit owners. Such undivided shares of the Unit owners shall be the same as the undivided shares in the Common elements appurtenant to the owner's Units prior to the termination as set forth in Exhibit "B" hereto.

E. Effect of Termination upon Common Area.

Notwithstanding any provisions set forth in Article XXI, or elsewhere in this Declaration, termination of the Condominium by the owners of Units therein shall not effect, and Unit Owners shall have no right or privilege to effect a partition of the Common Area unless this Condominium and all condominium(s) located within the Future Development Area and any homeowners association administering other dwelling units having use rights in the Common Area shall be terminated. In the event that the Condominium, all other condominium(s) and homeowners association are terminated, then the Common Area and improvements facilities and equipment thereon shall be owned in common by all owners of (i) Units in the Condominium, (ii) dwelling units in any other condominium located in the Future Development Area, and (iii) dwelling units administered by any other homeowners association located within the Future Development Area, in equal shares.

In the event of termination of one or more but less than all of such condominium(s) or homeowners associations, the owners of units in the terminated condominium or of dwelling units administered by the terminated association shall remain liable to any remaining members of the Association for their share of the maintenance and operation expenses of the Common Area, and the improvements, facilities and equipment thereon equal to that share of such operation and maintenance expenses for which any such dwelling unit owner would have been liable pursuant to relevant Declaration of Condominium, Declaration of Covenants, Articles of Incorporation, or By-laws of the association(s) administering such dwelling units, prior to their termination.

F. Amendment.

This Article XXI cannot be amended without consent of all Unit owners and of all owners of mortgages required to approve termination by agreement.

**XXII. CONDEMNATION.**

OFF REC 551 PAGE 255

**A. General.**

Whenever all or any part of the property shall be taken by any authority having the power of condemnation or eminent domain, each owner shall be entitled to notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited by law. ~~The award made for such taking shall be payable to the Association.~~ Unless otherwise provided by law at the time of such taking, any award made therefor shall be disbursed by the Association, as herein after provided in this Article XXII.

**B. Units.**

If the taking includes one or more Units or any part or parts thereof, whether or not there is included in the taking any part of the Common Elements, then the award shall be disbursed as provided by law. All related matters, including, without limitation, alteration of the percentages of undivided interest of the owners in the Common Elements, shall be handled pursuant to and in accordance with the consent of owners as required by this Declaration (or such lesser number of owners as may then be prescribed by the Condominium Act for the purpose of altering the percentages of undivided interest of the owners in the Common Elements) expressed in a duly recorded amendment to this Declaration. In the event that such an amendment shall not be recorded within 90 days after such taking, then such taking shall be deemed to be and shall be treated as damage or destruction which shall not be repaired or reconstructed as provided for in Article XV, whereupon the development may be terminated in the manner herein prescribed.

**C. Common Elements or Common Area.**

If part of the Common Elements or the Common Area is acquired by eminent domain, the award shall be paid to the Association. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements or Common Area among the Unit Owners in proportion to their respective Common Element interests before the taking as to Common Elements and equally among all members of the Association as to the Common Area. The portion of the award attributable to the acquisition of a Limited Common Element shall be equally divided among the owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

**XXIII. RIGHTS OF DEVELOPER TO SELL OR LEASE UNITS.**

So long as Developer or any mortgagee succeeding Developer in title shall own any Unit, it shall have the absolute right to lease or sell any such Unit to any person, firm or corporation upon any terms and conditions as it shall deem to be in its own best interests, and as to the sale of such Unit, the right of first refusal and any right of redemption herein granted to the Association shall not be operative or effective in any manner.

**XXIV. RIGHTS OF INSTITUTIONAL MORTGAGEE.**

Any mortgagee of a Condominium Parcel who makes a request in writing to the Association for the items provided in this section 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 fiscal 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 Bylaws 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 or Common Area requiring that such mortgagee be given any notice of cancellation provided for in such policy.

E. Regardless of any provision to the contrary contained in this Declaration, unless at least 75% of the Institutional First Mortgagees (based upon one vote for each loan secured by a first mortgage of individual Units in the Condominium Property) have given their prior written approval, the Association shall not be entitled to:

(1) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon owned directly or indirectly by the Association. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Property shall not be deemed a transfer within the meaning of this clause;

(2) change the method of determining the obligations, assessments, dues or other charges which may be assessed against any Units by the condominium association;

(3) by act or omission change, waive or abandon the regulations or enforcement thereof contained in this Declaration pertaining to the architectural design or the exterior appearance of Units or the maintenance of Common Elements or the Common Area.

F. Notice of Default.

An Institutional First Mortgagee shall at his request be entitled to written notification from the Association of any default by the owner of any Unit subject to a first mortgage in the performance of such owner's obligations under this Declaration which is not cured within thirty (30) days.

G. Examine Books and Records.

Institutional First Mortgagees shall have the right to examine the books and records of the Association upon reasonable notice during ordinary working hours.

H. Taxes and Other Charges.

In the event the Association fails to pay when due taxes assessed against the Common Elements or Common Area or premiums of insurance covering the improvements on the Common Elements or Common Area, then any one or more of said Institutional First Mortgagees may pay such taxes or insurance premiums, and the Association shall be obligated to reimburse such Institutional First Mortgagee or mortgagees for such payments, and until paid, the same shall constitute a lien upon the Common Elements or Common Area so assessed, in favor of the party or parties, entity or entities, paying same, which said lien may be enforced in a court of competent jurisdiction of the State of Florida in the same manner as a judgment lien may be enforced.

XXV. MISCELLANEOUS.

A. Severability.

The invalidity in whole or in part of any covenant or restriction, or any Article, subarticle, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and regulations of the Association shall not affect the validity of the remaining portions thereof.

B. Applicability of Declaration of Condominium.

All present or future owners, tenants, or any other person who might use the facilities of the Condominium Property in any manner, are subject to the provisions of this Declaration, and the mere acquisition or rental of any Unit, or mere act of occupancy of any Unit, shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.

C. Construction.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of Condominium ownership. The Florida Condominium Act in effect on the date hereof is hereby adopted and made a part hereof. In the event of any conflict between the provisions of this Declaration and the Condominium Act, the provisions of the Condominium Act shall prevail.

D. Parties Bound.

The restrictions and burdens imposed by this Declaration of Condominium are intended to and shall constitute covenants running with the land and shall constitute an equitable servitude upon each Unit and its appurtenant undivided interest in Common Elements. This Declaration shall be binding upon Developer, its successors and assigns, and upon all parties who may subsequently become owners of Units in the Condominium, and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, Developer has caused the foregoing Declaration of Condominium to be executed, and its

corporate seal to be affixed, by its undersigned, duly authorized officer on the date set forth above.

Signed, sealed and delivered in the presence of: ST. AUGUSTINE OCEAN & RACQUET CLUB, INC.

By: Roger M. O'Steen

Attest: Vice-President

(Corporate Seal)

STATE OF FLORIDA COUNTY OF DUVAL

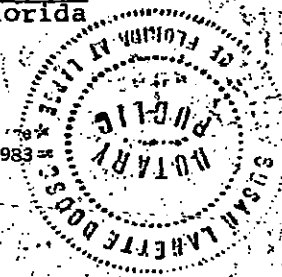
The foregoing instrument was acknowledged before me this 31st day of August, 1982, by Roger M. O'Steen, the Vice-President, of ST. AUGUSTINE OCEAN & RACQUET CLUB, INC., a Florida corporation, on behalf of the corporation.

Susan Lurette Doss Notary Public, State of Florida

My Commission Expires:

My commission expires July 13, 1983

7-13-83



CONSENT AND JOINDER OF MORTGAGEE

OFF REC 551 PAGE 250

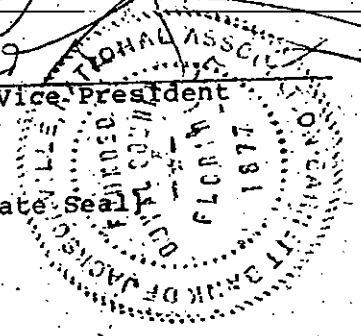
Barnett Bank of Jacksonville, N.A. ("Mortgagee") is the mortgagee under mortgage ("Mortgage") recorded in the Public Records of St. Johns County, Florida in Official Records Book 517 at Page 786. Mortgagee joins in this Declaration of Condominium of St. Augustine Ocean & Racquet Club One, a Condominium dated August 31, 1982, 1982 to evidence its consent and joinder to the provisions hereof and its intent that its security interests be subordinated hereto. Mortgagee hereby agrees that such security interests are subordinate and inferior to this Declaration of Condominium.

Signed, sealed and delivered in the presence of:

Elizabeth W. Palm  
Witnesses

BARNETT BANK OF JACKSONVILLE, N.A.  
By: [Signature]  
Its Vice President

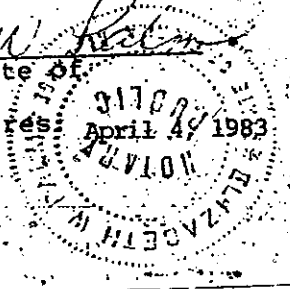
[Corporate Seal]



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this 30th day of August, 1982, by Robert M. Dart, Vice President of Barnett Bank of Jacksonville, a national banking association on behalf of the bank.

Elizabeth W. Palm  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: April 4, 1983  
4-4-83



TO

DECLARATION OF CONDOMINIUM

A part of the South 600 feet of the North 1000 feet of Government Lot 5, Section 3, Township 8 South, Range 30 East, St. Johns County, Florida, more particularly described as follows: Commence at the intersection of the Southeasterly right of way line of State Road Number A1A (Old number 140) with the Southerly line of the South 600 feet of the North 1000 feet of said Government lot 5; thence North 89°34'54" East along said line 298 feet to the POINT OF BEGINNING; thence continue North 89°34'54" East, 791.39 feet to an intersection with the coastal construction control line as recorded in Map Book 13A pages 1-14 of the public records of said county; thence North 03°06'13" West along said coastal construction control line, 49.82 feet to an angle point in said line; thence continue along said coastal construction control line, North 01°16'15" West, 157.42 feet; thence South 89°34'54" West, 654.89 feet; thence South 00°25'06" East, 12.0 feet; thence South 89°34'54" West, 102.00 feet; thence South 00°25'06" East, 130.0 feet; thence South 55°30'27" West, 36.0 feet; thence South 00°25'06" East, 45.0 feet to the POINT OF BEGINNING.

Together with and subject to a non-exclusive easement for ingress and egress described as:

Easement for Ingress and Egress Phase I and Phase II.

A 24 foot easement across a part of the South 600 feet of the North 1000 feet of Government Lot 5, Section 3, Township 8 South, Range 30 East, St. Johns County, Florida the Centerline described as follows: Commence at the intersection of the Southerly line of the South 600 feet of the North 1000 feet of said Government Lot 5 with the Southeasterly right of way line of State Road Number A1A (Old number 140) as established for a width of 100 feet; thence North 17°09'10" East along said Southeasterly right of way line, 244.60 feet to the POINT OF BEGINNING; thence South 72°50'50" East, 86.18 feet; thence North 89°34'54" East, 925.82 feet to the terminus of said centerline.

Together with a non-exclusive easement for ingress and egress described as:

Parcel 4B:

A part of the South 600 feet of the North 1000 feet of Government Lot 5, Section 3, Township 8 South, Range 30 East, St. Johns County, being more particularly described as follows: BEGIN at the intersection of the Southerly line of the South 600 feet of the North 1000 feet of said Government Lot 5, with the Southeasterly right of way line of State Road No. A1A (Old No. 140) as established for a width of 100 feet; thence North 17°09'10" East, along said Southeasterly right of way line, 269.60 feet; thence South 72°50'50" East, 125.38 feet; thence North 89°34'54" East, 38.88 feet; thence North 29°34'54" East, 88.33 feet; thence North 72°50'50" West, 181.46 feet to an intersection with said Southeasterly right of way line of said State Road No. A1A; thence North 17°09'10" East, along said Southeasterly

right of way line, 129.64 feet; thence South 72°50'50" East, 220 feet; thence North 63°48'40" East, 35 feet; thence North 89°34'54" East, 47.46 feet; thence South 00°25'06" East, 20 feet; thence North 89°34'54" East, 108 feet; thence South 00°25'06" East, 163.67 feet; thence South 89°34'54" West, 117 feet; thence South 00°25'06" East, 44 feet; thence South 89°34'54" West, 102 feet; thence South 00°25'06" East, 130 feet; thence South 55°30'27" West, 36 feet; thence South 00°25'06" East, 45 feet to the Southerly line of the South 600 feet of the North 1000 feet of said Government Lot 5; thence South 89°34'54" West, along said Southerly line 298 feet to the POINT OF BEGINNING.

Parcel 8

A part of the South 600 feet of the North 1000 feet of Government Lot 5, Section 3, Township 8 South, Range 30 East, St. Johns County, Florida more particularly described as follows: Commence at the intersection of the Southeasterly right of way line of State Road Number A1A (Old number 140) as established for a width of 100 feet with the Southerly line of the South 600 feet of the North 1000 feet of said Government Lot 5; thence North 89°34'54" East along said Southerly line, 1089.39 feet to the POINT OF BEGINNING; thence continuing North 89°34'54" East along Southerly line, 383.0 feet more or less to the approximate Mean High Water line of the Atlantic Ocean; thence Northerly along the approximate Mean High Water line of the Atlantic Ocean, 209.0 feet more or less; thence South 89°34'54" West, 360.0 feet more or less, to an intersection with the coastal construction control line as recorded in Map Book 13A, pages 1-14 of the public records of said county; thence South 01°16'15" East along the coastal construction control line, 157.42 feet to an angle point in said line, thence continue along said coastal construction control line, South 03°06'13" East, 49.82 feet to the POINT OF BEGINNING.

Subject to:

1. Taxes for the year 1982 and subsequent years.
2. Covenants, Easements and Restrictions of Record.
3. Riparian and littoral rights and title to that portion of subject property lying below the normal high water mark of the Atlantic Ocean.
4. The rights, if any, of the public to use as public beach or recreational area any part of the land lying between the body of water abutting the property and the natural line of vegetation, bluff or extreme high water line of other apparent boundary line separating the publicly used area from the upland private area.

EXHIBIT B  
TO  
DECLARATION OF CONDOMINIUM  
FOR  
ST. AUGUSTINE OCEAN AND RACQUET CLUB ONE,  
A CONDOMINIUM

Ownership of Common Elements and Share of Common Expense  
of St. Augustine Ocean and Racquet Club One, a Condominium.

<u>Unit Numbers</u>	<u>Share of Ownership of Common Elements and Share of Common Expense</u>
1101 through 1308	1/132
2101 through 2308	1/132
3101 through 3128	1/132
3201 through 3228	1/132
3301 through 3328	1/132

EXHIBIT C TO DECLARATION OF CONDOMINIUM

ST AUGUSTINE OCEAN AND RACQUET CLUB ONE  
A PART OF THE SOUTH 600 FEET OF NORTH 1000 FEET OF  
GOVERNMENT LOT 5, SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST  
ST. JOHNS COUNTY, FLORIDA

A part of the South 600 feet of the North 1000 feet of Government Lot 5, Section 3, Township 8 South, Range 30 East, St. Johns County, Florida, more particularly described as follows: Commence at the intersection of the southeasterly right of way line of State Road Number A1A (Old number 140) with the southerly line of the South 600 feet of the North 1000 feet of said Government Lot 5; thence North 89°34'54" East, along said line, 298 feet to the POINT OF BEGINNING; thence continue North 89°34'54" East, 791.39 feet to an intersection with the Coastal Construction Control Line, as recorded in Map Book 13A pages 1 through 14 of the public records of said county; thence North 03°06'13" West, along said Coastal Construction Control Line, 49.82 feet to an angle point in said line; thence continue along said Coastal Construction Control Line, North 01°16'15" West, 157.42 feet; thence South 89°34'54" West, 654.89 feet; thence South 00°25'06" East, 12.0 feet; thence South 89°34'54" West, 102.00 feet; thence South 00°25'06" East, 130.0 feet; thence South 155°30'127" West, 36.0 feet; thence South 00°25'06" East, 45.0 feet to the POINT OF BEGINNING. Containing 3.62 acres, more or less.

Together with and subject to an easement for ingress and egress described as follows:

A 24 foot easement across a part of the South 600 feet of the North 1000 feet of Government Lot 5, Section 3, Township 8 South, Range 30 East, St. Johns County, Florida, the centerline described as follows: Commence at the intersection of the southerly line of the South 600 feet of the North 1000 feet of said Government Lot 5, with the southeasterly right of way line of State Road Number A1A (Old number 140), as established for a width of 100 feet; thence North 17°09'10" East, along said southeasterly right of way line, 244.60 feet to the POINT OF BEGINNING; thence South 72°50'50" East, 86.18 feet; thence North 89°34'54" East, 925.82 feet to the terminus of said centerline.

ST AUGUSTINE OCEAN AND RACQUET CLUB  
A PART OF THE SOUTH 600 FEET OF NORTH 1000 FEET OF  
GOVERNMENT LOT 5, SECTION 3, TOWNSHIP 8 SOUTH RANGE 30 EAST  
ST. JOHNS COUNTY, FLORIDA

COMMON AREA 1:

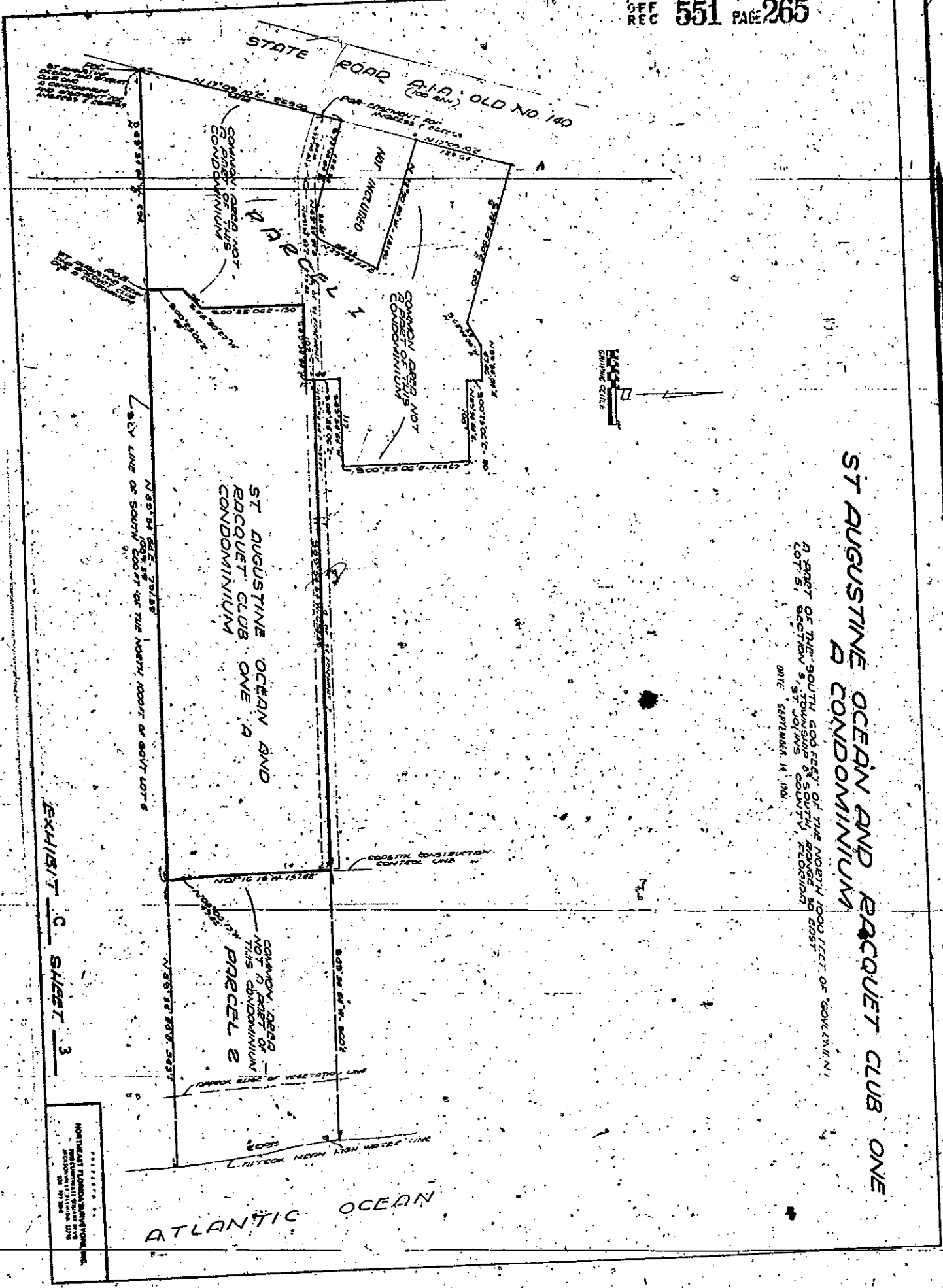
A part of the South 600 feet of the North 1000 feet of Government Lot 5, Section 3, Township 8 South, Range 30 East, St. Johns County, being more particularly described as follows: BEGIN at the intersection of the southerly line of the South 600 feet of the North 1000 feet of said Government Lot 5, with the southeasterly right-of-way line of State Road No. 1A (Old No. 140), as established for a width of 100 feet; thence North 17°09'10" East, along said southeasterly right-of-way line, 269.60 feet; thence South 72°50'50" East, 125.98 feet; thence North 89°34'54" East, 38.88 feet; thence North 29°34'54" East, 88.33 feet; thence North 72°50'50" West, 181.46 feet, to an intersection with said southeasterly right-of-way line of said State Road No. 1A; thence North 17°09'10" East, along said southeasterly right-of-way line, 129.64 feet; thence South 72°50'50" East, 220 feet; thence North 63°48'40" East, 35 feet; thence North 89°34'54" East, 47.46 feet; thence South 00°25'06" East, 163.67 feet; thence South 89°34'54" West, 117 feet; thence South 00°25'06" East, 44 feet; thence South 89°34'54" West, 102 feet; thence South 00°25'06" East, 130 feet; thence South 55°30'27" West, 36 feet; thence South 00°25'06" East, 45 feet to the southerly line of the South 600 feet of the North 1000 feet of said Government Lot 5; thence South 89°34'54" West, along said southerly line 298 feet to the POINT OF BEGINNING.

Containing 3.18 acres, more or less.

COMMON AREA 2:

A part of the South 600 feet of the North 1000 feet of Government Lot 5, Section 3, Township 8 South, Range 30 East, St. Johns County, Florida, more particularly described as follows: COMMENCE at the intersection of the southeasterly right-of-way line of State Road No. 1A (Old No. 140) as established for a width of 100 feet with the southerly line of the South 600 feet of the North 1000 feet of said Government Lot 5; thence North 89°34'54" East along said southerly line, 1089.39 feet to the POINT OF BEGINNING; thence continuing North 89°34'54" East along southerly line, 383.0 feet, more or less, to the approximate Mean High Water line of the Atlantic Ocean; thence northerly along the approximate Mean High Water line of the Atlantic Ocean, 209.0 feet, more or less; thence South 89°34'54" West, 360.0 feet, more or less, to an intersection with the Coastal Construction Control Line as recorded in Map Book 13A, Pages 1 - 14 of the Public Records of said County; thence South 01°16'15" East along the Coastal Construction Control Line, 157.42 feet, to an angle point in said line; thence continue along said Coastal Construction Control Line, South 03°06'13" East, 49.82 feet, to the POINT OF BEGINNING.

Containing 1.77 acres, more or less.



ST AUGUSTINE OCEAN AND RACQUET CLUB ONE  
CONDOMINIUM

A PART OF THE SOUTH 600 FEET OF THE NORTH 1000 FEET OF SECTION 5, TOWNSHIP 31 SOUTH, RANGE 30 EAST, COUNTY OF ST. JOHNS, FLORIDA.  
DATE: SEPTEMBER 14, 1981

EXHIBIT C SHEET 3

PREPARED BY  
NORTH EAST FLORIDA SURVEYING, INC.  
2000 UNIVERSITY BLVD.  
SUITE 200  
MELBOURNE, FL 32909




ATLANTIC OCEAN



**ST AUGUSTINE OCEAN AND RACQUET CLUB ONE  
A CONDOMINIUM**

A PART OF THE SOUTH 600 FEET OF NORTH 1000 FEET OF  
GOVERNMENT LOT 5, SECTION 3, TOWNSHIP 8 SOUTH RANGE 30 EAST  
ST. JOHNS COUNTY, FLORIDA

**GENERAL NOTES TO EXHIBITS C AND D:**

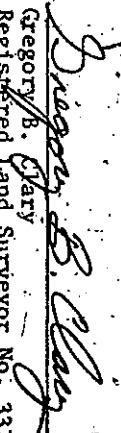
1. Condominium Units are identified by a number.
2.  Denotes walls which are common elements and not a part of the Condominium Units.
3. All items shown hereon are existing.
4. Common areas shown are not a part of this condominium.
5. The bold line depicts the boundary of the Condominium Parcel.
6.  Denotes parking spaces.
7.  Denotes limited common element.
8. Parcel designated not included is not part of this condominium and is not a part of the common area.

**ST AUGUSTINE OCEAN AND RACQUET CLUB ONE  
A CONDOMINIUM**

A PART OF THE SOUTH 600 FEET OF NORTH 1000 FEET OF  
GOVERNMENT LOT 5 SECTION 3, TOWNSHIP 8 SOUTH RANGE 30 EAST  
ST. JOHNS COUNTY, FLORIDA

This is to certify that, in accordance with the provisions of Section 718.104 (4) (c), Florida Statutes, that the construction of the improvements described is substantially complete so that the material, together with the provisions of the Declaration of Condominium of St. Augustine Ocean and Racquet Club One Condominium, describing the condominium property is an accurate representation of the location and dimensions of the improvements, and further that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

Signed this 27<sup>th</sup> day of August A.D., 1982.

  
Gregory B. Cary  
Registered Land Surveyor No. 3377  
State of Florida

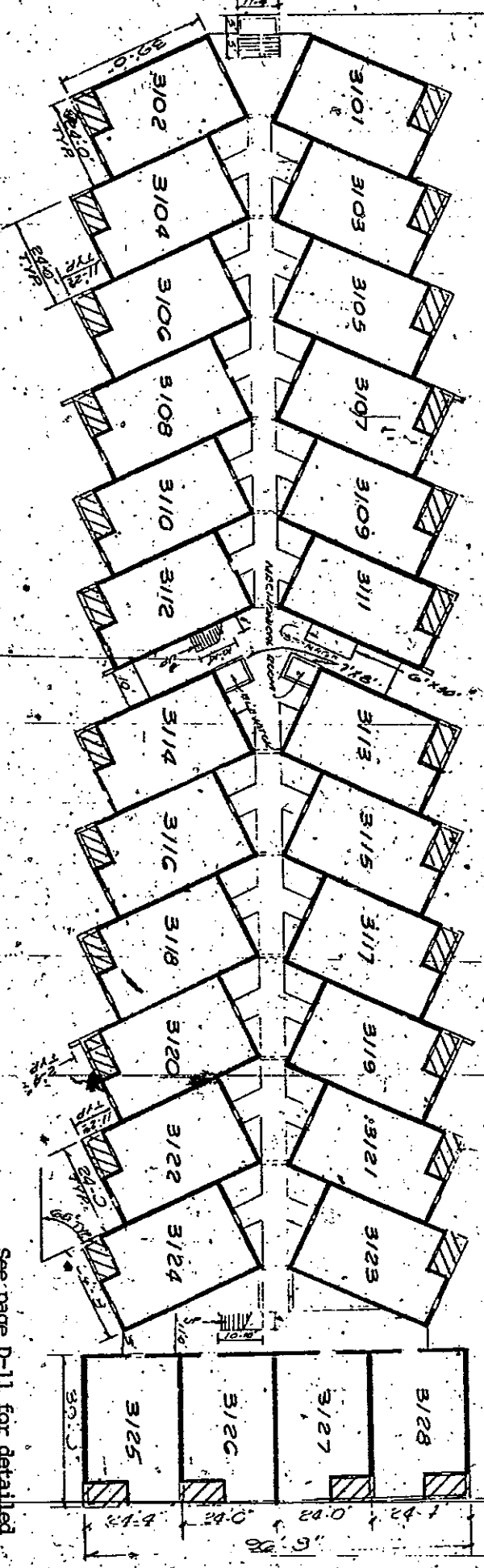
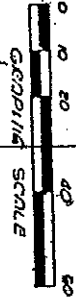


PREPARED BY:

Northeast Florida Surveyors, Inc.  
2000 Corporate Square Boulevard  
Jacksonville, Florida 32216

ST AUGUSTINE OCEAN AND RACQUET CLUB ONE  
A CONDOMINIUM

PART OF THE SOUTH 600 FEET OF NORTH 1000 FEET OF  
SECTION 3, TOWNSHIP 8 SOUTH RANGE 30 EAST  
ST. JOHNS COUNTY, FLORIDA

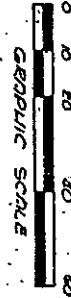


BUILDING A FIRST FLOOR

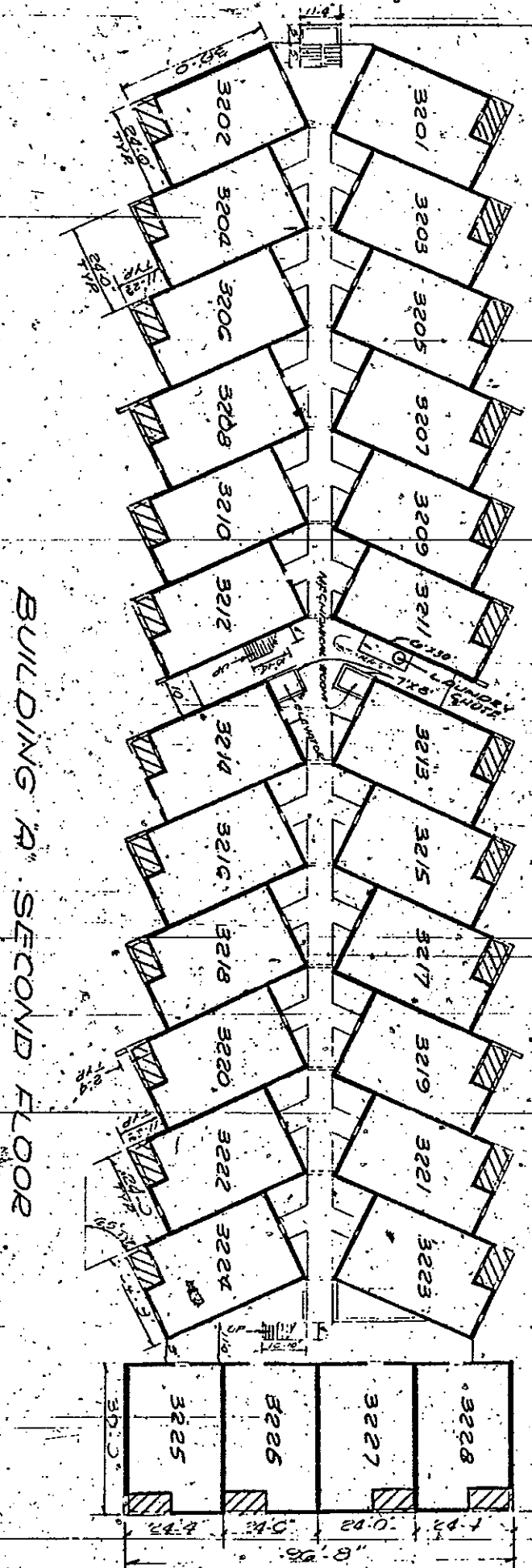
See page D-11 for detailed description of each unit.

# ST AUGUSTINE OCEAN AND RACQUET CLUB ONE A CONDOMINIUM

A PART OF THE SOUTH 600 FEET OF NORTH 1000 FEET OF  
GOVERNMENT LOT 5 SECTION 3 TOWNSHIP 8 SOUTH RANGE 80 EAST  
ST. JOHNS COUNTY, FLORIDA

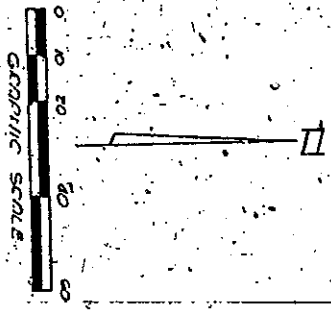


390.77'



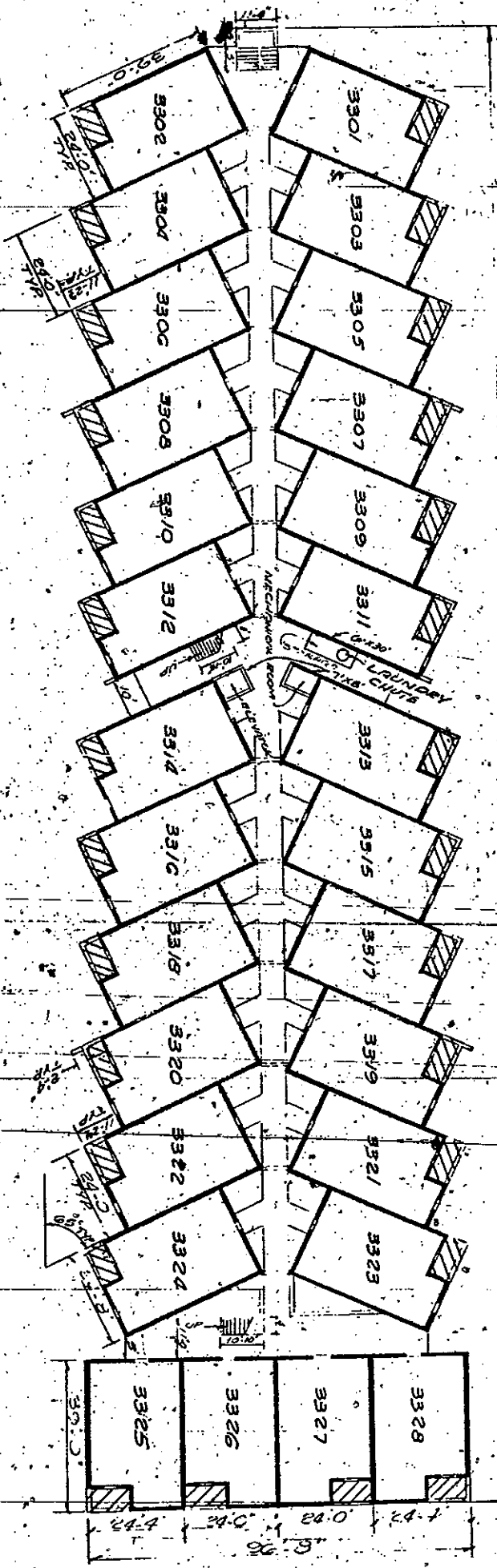
BUILDING A SECOND FLOOR

EXHIBIT D SHEET 2



ST AUGUSTINE OCEAN AND RACQUET CLUB ONE  
A CONDOMINIUM

A PART OF THE SOUTH 600 FEET OF NORTH 1000 FEET OF  
A GOVERNMENT LOT 5 SECTION 3, TOWNSHIP 8 SOUTH RANGE 30 EAST  
ST. JOHNS COUNTY, FLORIDA

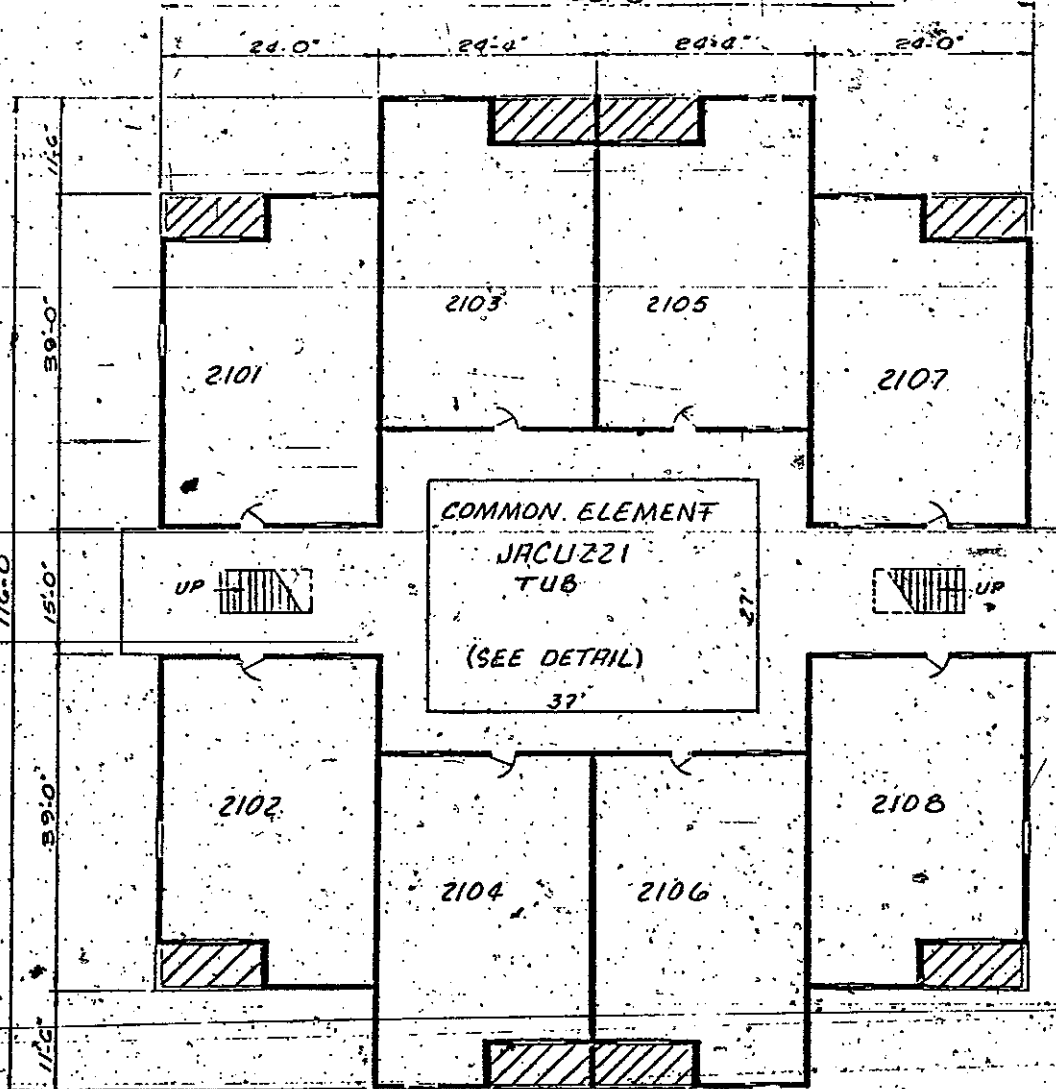


BUILDING A THIRD FLOOR

ST. AUGUSTINE OCEAN AND RACQUET CLUB ONE  
A CONDOMINIUM

NO. PART OF THE SOUTH 600 FEET OF NORTH 1000 FEET OF  
GOVERNMENT LOT 6 SECTION 3, TOWNSHIP 8 SOUTH RANGE 30 EAST  
ST. JOHNS COUNTY, FLORIDA  
26-8

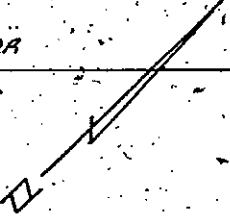
EXHIBIT D SHEET 4



COMMON ELEMENT  
JACUZZI  
TUB  
(SEE DETAIL)  
37'

0 1 2 3 4 5 6 7 8 9 10  
GRAPHIC SCALE

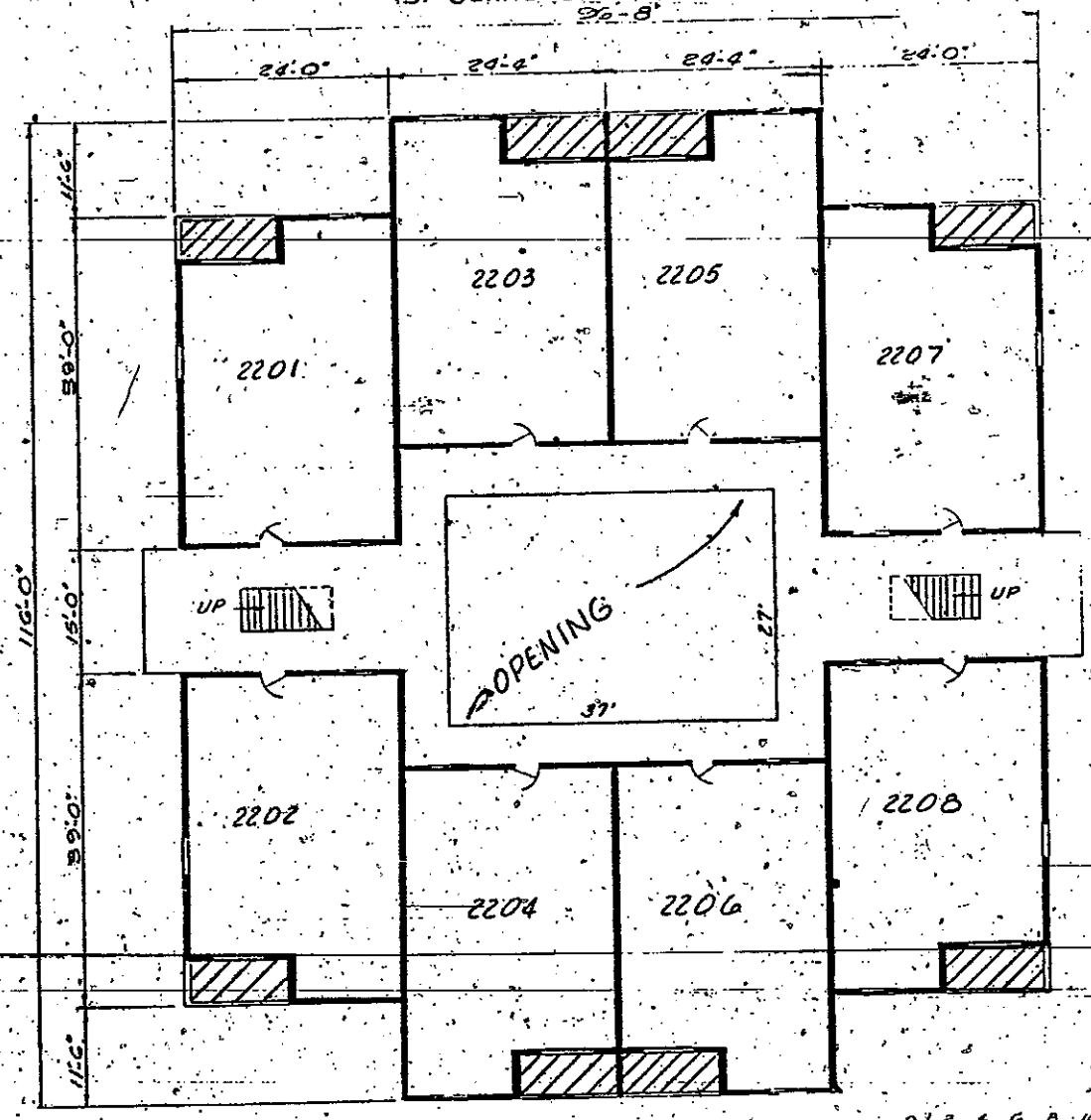
BUILDING D FIRST FLOOR



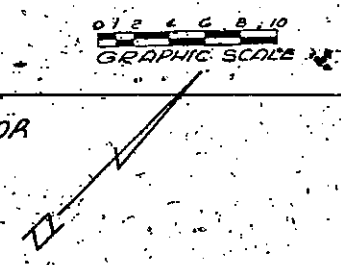
# ST. AUGUSTINE OCEAN AND RACQUET CLUB ONE A CONDOMINIUM

PART OF THE SOUTH 200 FEET OF NORTH 1000 FEET OF  
GOVERNMENT LOT 5 SECTION 3 TOWNSHIP 6 SOUTH RANGE 30 EAST  
ST. JOHN'S COUNTY, FLORIDA  
36-8

EXHIBIT D SHEET 5



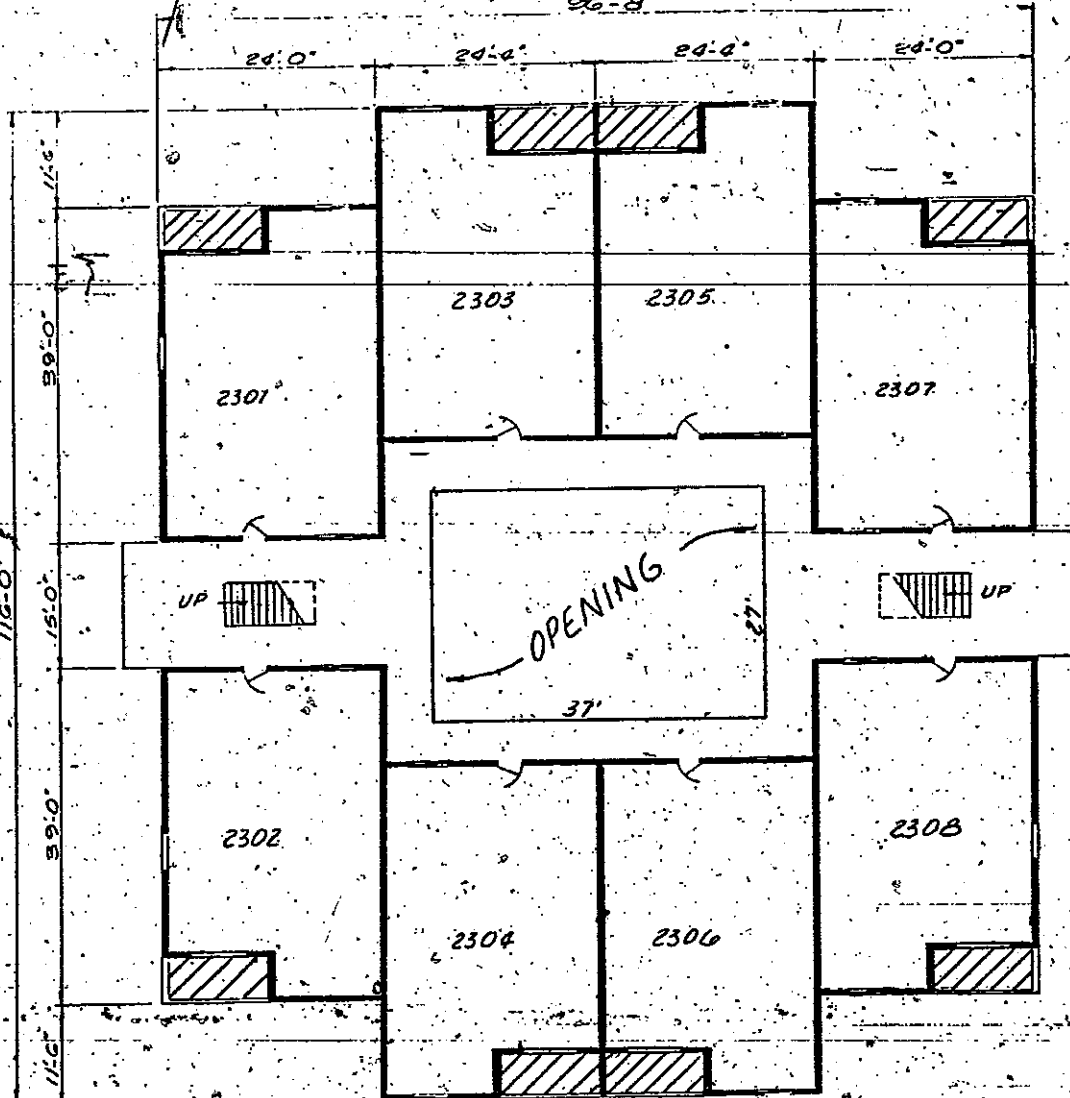
BUILDING D SECOND FLOOR



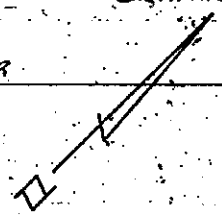
# ST AUGUSTINE OCEAN AND RACQUET CLUB ONE A CONDOMINIUM

A PART OF THE SOUTH 600 FEET OF NORTH 1000 FEET OF  
GOVERNMENT LOT 5 SECTION 3, TOWNSHIP 8 SOUTH RANGE 30 EAST  
ST. JOHNS COUNTY, FLORIDA  
26-8'

EXHIBIT D SHEET 6



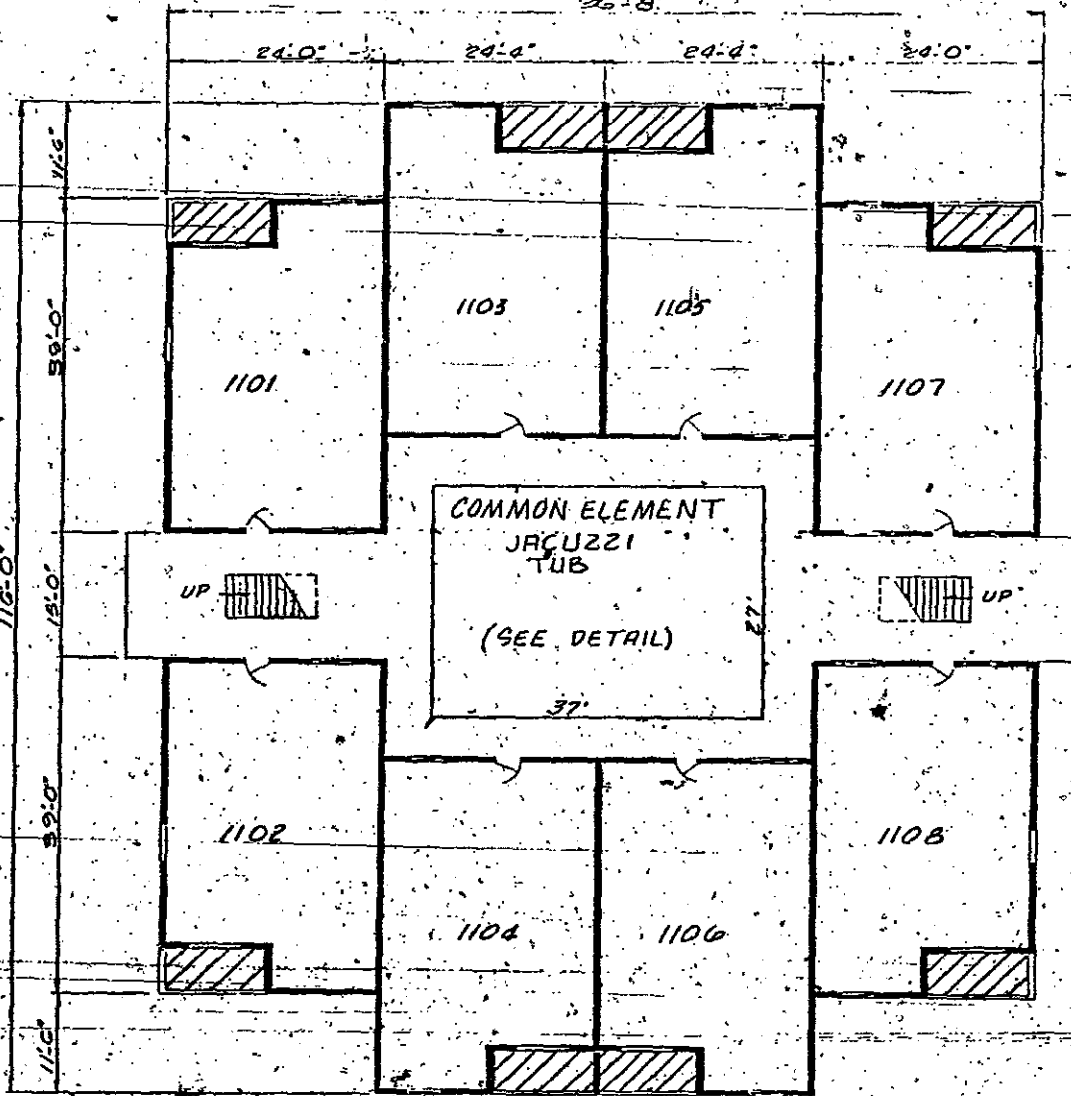
BUILDING D THIRD FLOOR



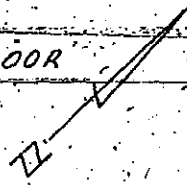
# ST. AUGUSTINE OCEAN AND RACQUET CLUB ONE A CONDOMINIUM

A PART OF THE SOUTH 600 FEET OF NORTH 1000 FEET OF  
GOVERNMENT LOT 6 SECTION 3, TOWNSHIP 8 SOUTH RANGE 30 EAST  
ST. JOHNS COUNTY, FLORIDA  
26-8

EXHIBIT D SHEET 1



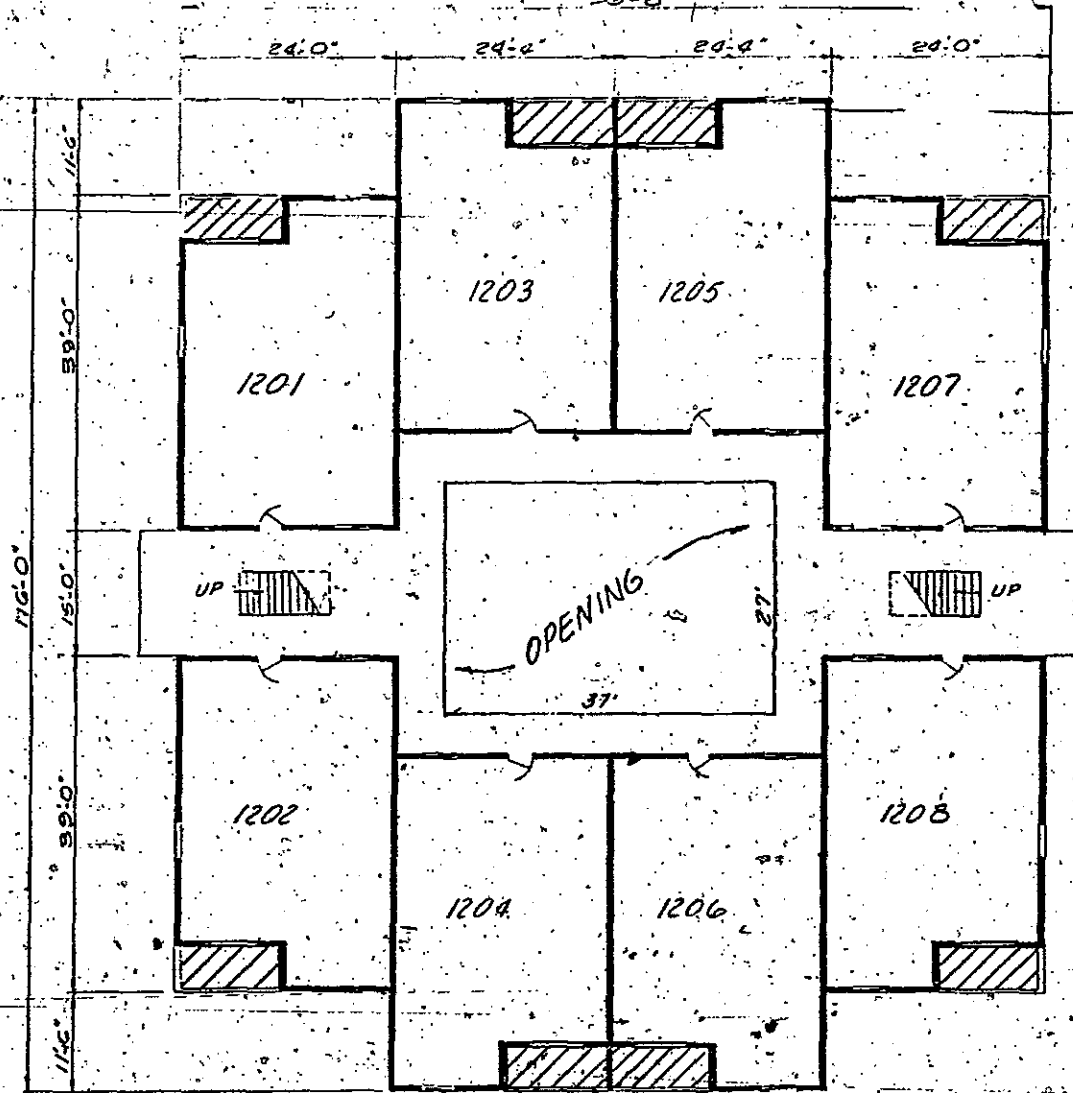
BUILDING E, FIRST FLOOR



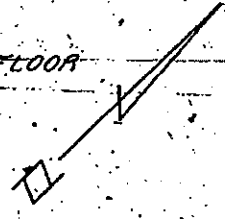
# ST. AUGUSTINE OCEAN AND RACQUET CLUB ONE A CONDOMINIUM

A PART OF THE SOUTH 600 FEET OF NORTH 1000 FEET OF  
GOVERNMENT LOT 5 SECTION 3 TOWNSHIP 6 SOUTH RANGE 50 EAST  
ST. JOHNS COUNTY, FLORIDA  
26-8

EXHIBIT D SHEET 8



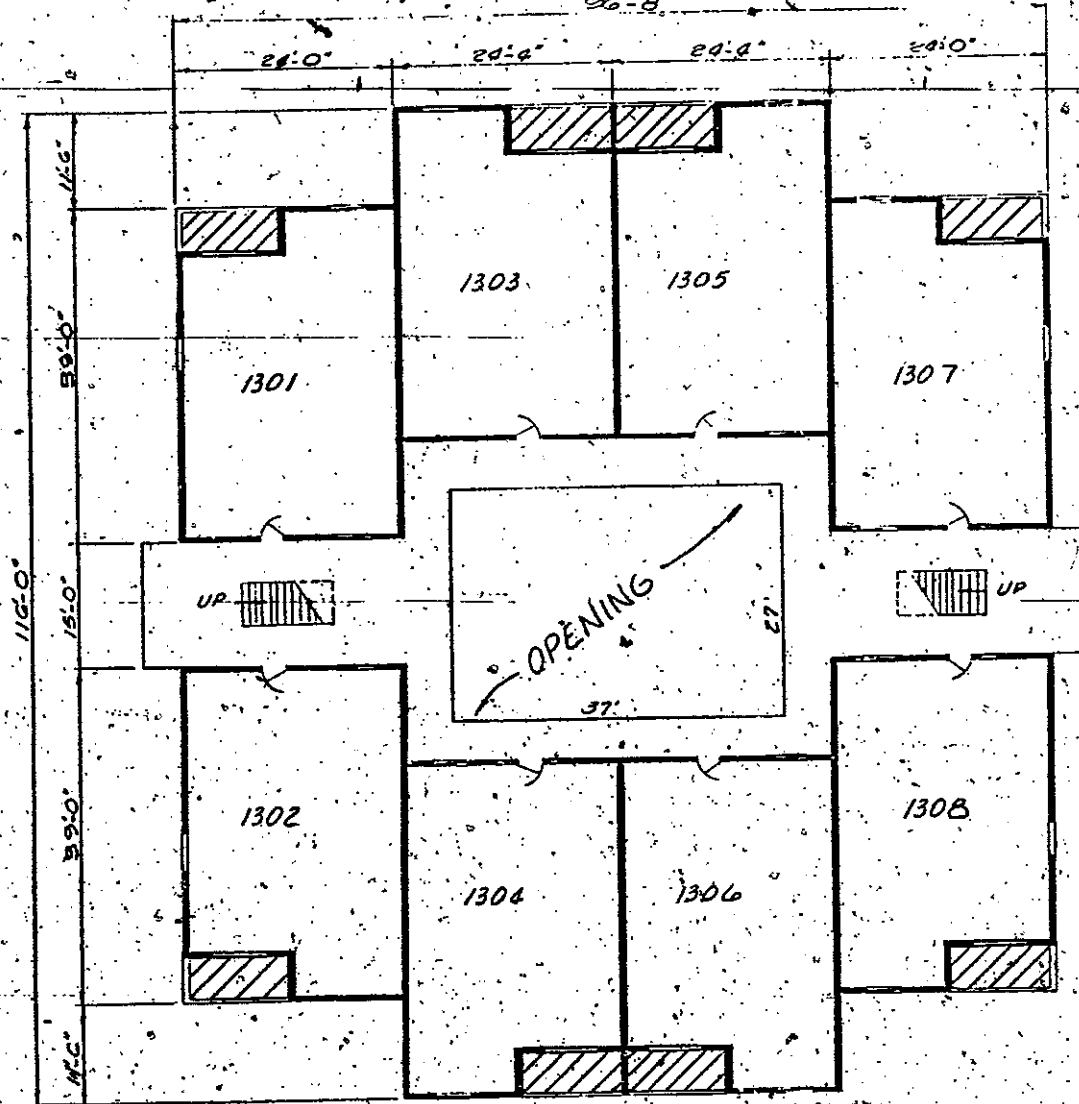
BUILDING E SECOND FLOOR



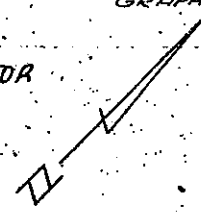
# ST. AUGUSTINE OCEAN AND RACQUET CLUB ONE A CONDOMINIUM

A PART OF THE SOUTH 600 FEET OF NORTH 1000 FEET OF  
GOVERNMENT LOT 5 SECTION 3 TOWNSHIP 6 SOUTH RANGE 30 0797  
ST. JOHN'S COUNTY, FLORIDA  
26-8

EXHIBIT D SHEET 9



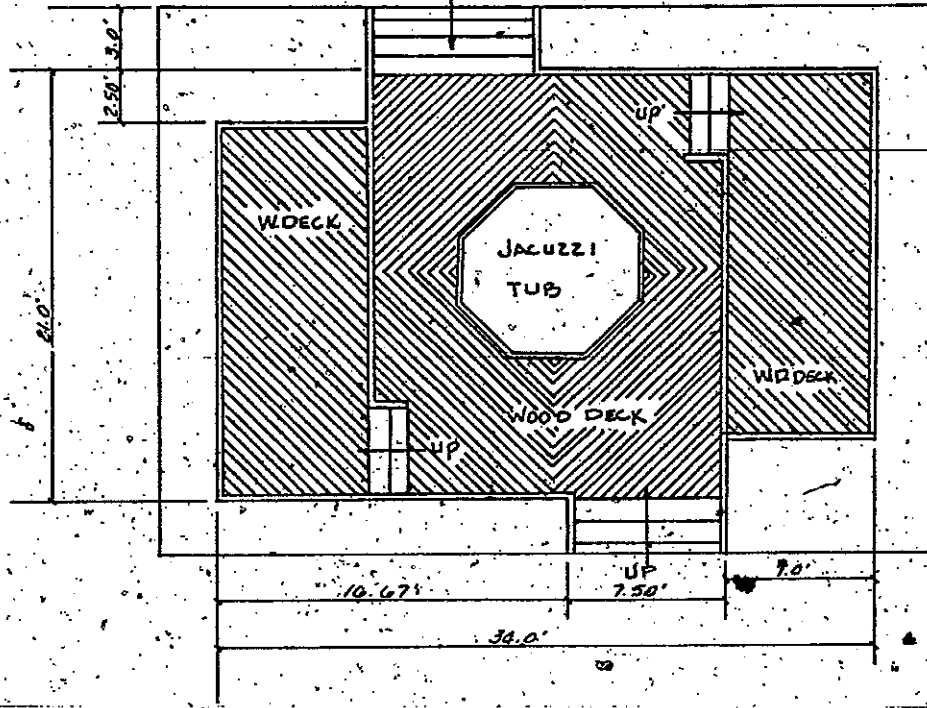
BUILDING E THIRD FLOOR

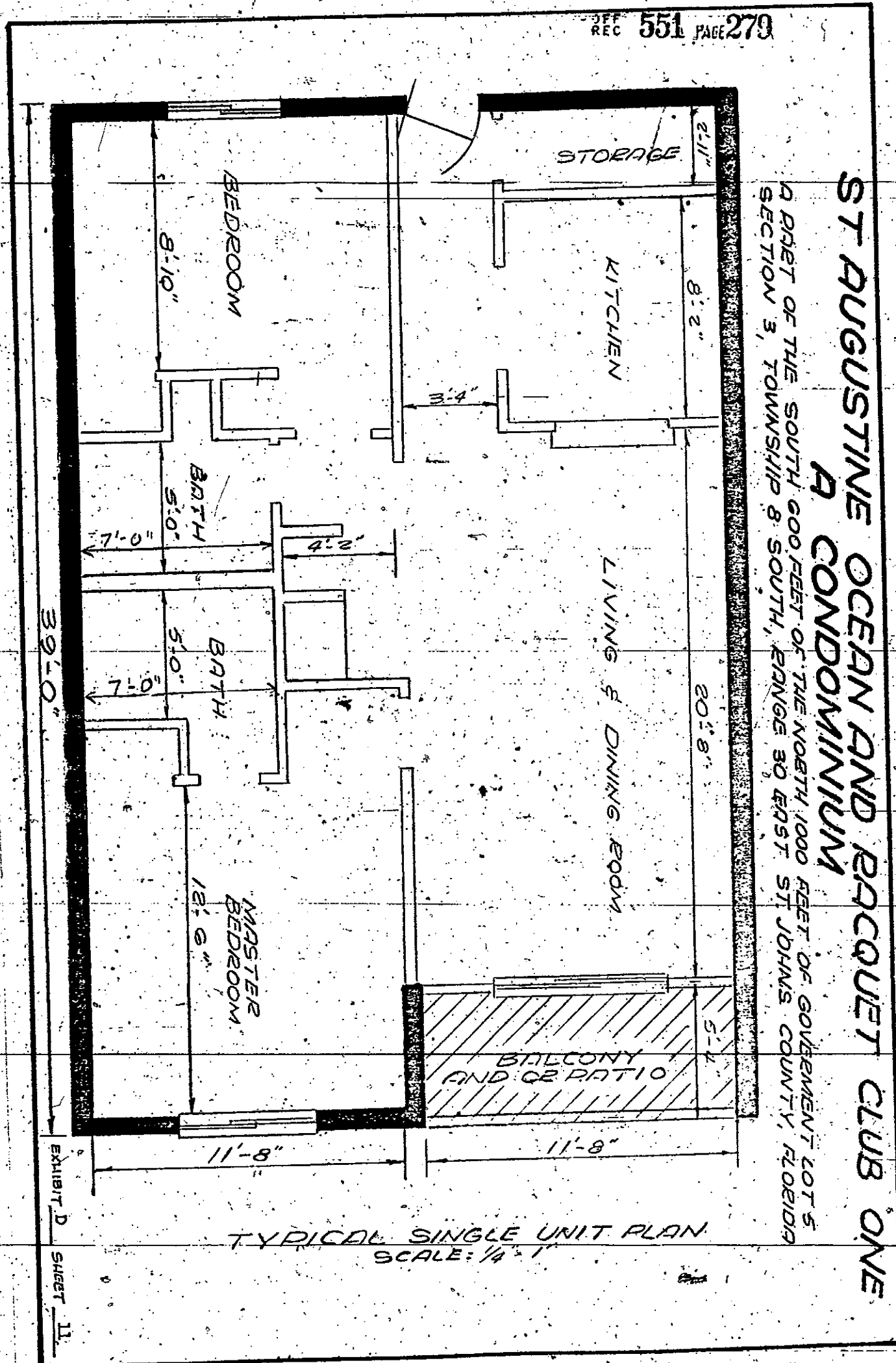


### ST. AUGUSTINE OCEAN AND RACQUET CLUB ONE A CONDOMINIUM

A PART OF THE SOUTH 500 FEET OF NORTH 1000 FEET OF  
GOVERNMENT LOT 6 SECTION 3, TOWNSHIP 8 SOUTH RANGE 30 EAST  
ST. JOHNS COUNTY, FLORIDA.

#### DETAIL SHEET COMMON ELEMENT - JACUZZI TUB FIRST FLOOR BUILDING D/E





**ST AUGUSTINE OCEAN AND RACQUET CLUB ONE  
A CONDOMINIUM**

A PART OF THE SOUTH 600 FEET OF THE NORTH 1000 FEET OF GOVERNMENT LOT 5 SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST ST. JOHNS COUNTY, FLORIDA

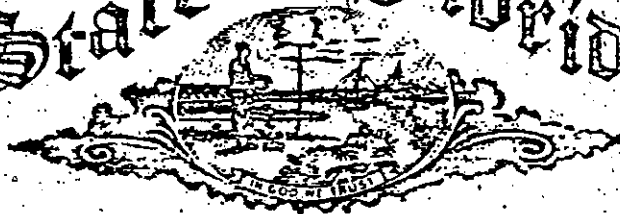
TYPICAL SINGLE UNIT PLAN  
SCALE: 1/4" = 1'

**ST AUGUSTINE OCEAN AND RACQUET CLUB ONE  
A CONDOMINIUM**

A PART OF THE SOUTH 600 FEET OF THE NORTH 1000 FEET OF GOVERNMENT LOT 5,  
SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST ST. JOHNS COUNTY, FLORIDA

Unit No.	Building	ELEVATIONS			
		1st FLOOR	2nd FLOOR	3rd FLOOR	
		Floor	Ceiling	Floor	Ceiling
3101 thru 3128	A	13.94	21.94	30.61	31.28
3201 thru 3228	A	.....	.....	30.61	39.28
3301 thru 3328	A	.....	.....	.....	.....
2101 thru 2108	D	13.44	21.44	30.11	30.78
2201 thru 2208	D	.....	.....	.....	.....
2301 thru 2308	D	.....	.....	.....	.....
1101 thru 1108	E	13.47	21.47	.....	.....
1201 thru 1208	E	.....	.....	30.14	30.81
1301 thru 1308	E	.....	.....	.....	38.81

# State of Florida



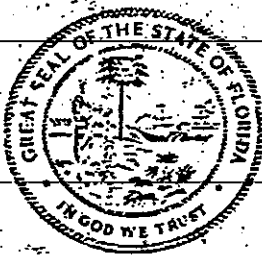
## Department of State

I certify from the records of this office that ST. AUGUSTINE OCEAN & RACQUET CLUB CONDOMINIUM ASSOCIATION, INC., is a corporation not for profit organized under the laws of the State of Florida, filed on September 17, 1981.

The charter number for this corporation is 760076.

I further certify that said corporation has filed all annual reports and paid all annual report filing fees due this office through December 31, 1982, and its status is active.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 19th day of July, 1982.



George Firestone  
Secretary of State

## ARTICLES OF INCORPORATION

OF

ST. AUGUSTINE OCEAN & RACQUET CLUB  
CONDOMINIUM ASSOCIATION, INC.

a Corporation Not For Profit

In order to form a corporation under the laws of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purposes and with the powers herein specified; and to that end we do, by these Articles of Incorporation, set forth:

## ARTICLE I. - NAME

The name of the corporation shall be:

ST. AUGUSTINE OCEAN & RACQUET CLUB CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as the "Association").

## ARTICLE II. - PURPOSE

The purposes and objects of the Association shall be to administer the operation and management of any condominium which may be established in accordance with the Florida Condominium Act, Chapter 718, Florida Statutes ("Act") upon any portion of that certain real property situated in St. Johns County, Florida, as described on Exhibit A attached hereto and incorporated herein by reference which St. Augustine Ocean & Racquet Club, Inc., its successors or assigns (the "Developer") may designate to be administered by the Association. Such designation shall be evidenced by recording, as part of the declaration of any such condominium, these Articles of Incorporation and Bylaws of this Association as the Association responsible for administration of such condominium. Any condominium(s) located on the real property described on Exhibit A so designated by the Developer to be operated by the Association are hereinafter referred to as the "Condominium(s)". Nothing contained herein shall require that this Association be designated by Developer to operate any such condominiums, unless and until so designated by Developer. The Association shall undertake to perform all acts and duties incident to the operation and management of the Condominium(s) in accordance with the terms, provisions and conditions of these Articles of Incorporation, the Bylaws of the Association and the Declaration(s) of Condominium(s) (the "Declaration(s)") which will be recorded in the public records of St. Johns County, Florida, as and when the property described above together with the improvements situated thereon are submitted to the condominium form of ownership; and to own, operate, encumber, lease, manage, sell, convey, exchange and otherwise deal with the said lands submitted to the Condominium form of ownership; the improvements thereon and such other property, real and/or personal, including the Common Area as defined in the Declaration(s) to the extent necessary or convenient in the administration of the Condominium(s) and Common Area as provided for in the Declaration(s). The Association shall be conducted as a non-profit organization for the benefit of its members. The powers of the Association to operate and administer the property shall not be effective as to any

portion of the real property described on Exhibit A unless and until such property has been submitted to the condominium form of ownership.

ARTICLE III. - POWERS

The Association shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the laws of the State of Florida and under the Condominium Act, and the Declaration(s) of Condominium(s) pursuant to which this corporation is chartered.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:

1. Make and establish reasonable rules and regulations governing use of the Units, Common Elements, Limited Common Elements in and of the Condominium(s), and Common Area as such terms will be defined in the Declaration(s).

2. Own, operate, lease, sell, manage, and otherwise deal with such real and personal property as may be necessary or convenient for the administration of the Condominium(s).

3. To own, manage, administer and operate the Common Areas as are conveyed to it by the Developer, its successors or assigns for the mutual benefit and use of all Members.

4. Levy and collect assessments against members of the Association to defray the Common Expenses of the Condominium as will be provided in the Declaration(s) and the Bylaws, including the right to levy and collect assessments for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Common Area and the Condominium Property(ies), including Units, which may be necessary or convenient in the operation and management of the Condominium(s) and in accomplishing the purposes set forth in the Declaration(s).

5. Maintain, repair, replace, operate and manage the Condominium Property(ies), and any property owned by the Association, including the right to reconstruct improvements after casualty and to further improve and add to the Condominium Property(ies) and other property owned by the Association.

6. Contract for the management of the Condominium(s) and, in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration(s), the Bylaws and the Condominium Act.

7. Enforce the provisions of these Articles of Incorporation, the Declarations, the Bylaws, and all rules and regulations governing use of the Condominium(s) which may hereafter be established.

8. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association in the Declaration(s) and the Condominium Act.

ARTICLE IV. - QUALIFICATION OF MEMBERS

The qualifications of members, manner of their admission to and termination of membership and voting by members shall be as follows:

A. The owners of all Units in the Condominium(s) shall be members of the Association, and no other persons or entities shall be entitled to membership, except the subscribers hereof.

B. Membership shall be established by the acquisition of a fee title to a Unit in the Condominium(s), or by acquisition of a fee ownership interest therein, by voluntary conveyance or operation of law, and the membership of any person or entity shall be automatically terminated when such person or entity is divested of all title or his entire fee ownership in such Unit; provided, that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more Units at any time while such person or entity shall retain fee title to or a fee ownership interest in any Unit.

C. Transfer of membership shall be recognized by the Association upon its being provided with a certified copy of the recorded deed conveying such fee simple title to a dwelling unit to the new member.

D. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Unit(s) owned by such member. The funds and assets of the Association shall be expended, held or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the Bylaws.

E. On all matters upon which the membership shall be entitled to vote, as hereinafter provided, there shall be one, and only one, vote for each Unit in the Condominium(s), which vote may be exercised or cast by the owner(s) of each Unit as provided for in the Bylaws. Should any member own more than one Unit such member shall be entitled to exercise or cast one vote for each such Unit, in the manner provided for in the Bylaws.

ARTICLE V. - VOTING

A. In the event the Association shall be designated by the Developer to operate more than one Condominium, the Unit owners in each Condominium operated by the Association shall constitute a distinct class of membership, which class of membership shall be identified by the name of said Condominium as specified in the Declaration of Condominium thereof.

B. When the Bylaws require a vote of the membership, such vote shall be conducted as follows:

1. Matters relating to an individual Condominium shall be voted upon by the membership class owning Units within that Condominium; and

2. Matters relating to more than one individual Condominium, but less than all of the Condominium(s), shall be voted upon by the membership classes owning Units in the Condominiums involved; and

3. Matters relating to the Association as a whole, or as to all of the Condominiums, shall be voted upon by the entire membership of the Association.

The Board of Directors of the Association shall decide to which Condominium(s) a matter relates and which class or classes of membership shall be entitled to vote thereon.

C. Until such time as the first property is submitted to the Condominium form of ownership by recordation of Declaration of Condominium therefor in the public records of St. Johns County, Florida, the membership of the Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast a vote on all matters upon which the membership would be entitled to vote.

ARTICLE VI. - TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE VII. - OFFICE

The principal office of the Association shall be located at 4319 Salisbury Road, Duval County, Jacksonville, Florida, or such other place as the Board of Directors may designate in Florida, but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

ARTICLE VIII. - OFFICERS

A. The officers of the Association shall be a President, one or more Vice Presidents, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, who shall perform the duties of such offices customarily performed by like officers of corporations in the State of Florida subject to the directions of the Board of Directors.

B. Officers of the Association may be compensated in the manner to be provided in the Bylaws. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Condominium and the affairs of the Association, and any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a member of the Association or a Director or officer of the Association, as the case may be.

C. The persons who are to serve as officers of the Corporation, who shall hold office until their successors are elected pursuant to these Articles of Incorporation and the Bylaws, and have qualified, shall be the following:

Officer

Name

OFF REC 551 PAGE 286

President

Roger M. O'Steen

Vice President

Sally A. Hall

Secretary/Treasurer

Denise L. Adams

D. The officers shall be elected by the Board of Directors at their annual meeting of members each year, as provided in the Bylaws. Any vacancies in any office shall be filled by the Board of Directors at any meeting duly held.

E. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. Officers shall be elected annually.

ARTICLE IX. - BOARD OF DIRECTORS

A. The number of members of the first Board of Directors shall be three (3).

B. In the event the Association is designated by the Developer, its successors or assigns, to manage additional Condominium(s), the number of members of the Board of Directors shall be equal to three Directors from each Condominium. Each Director shall be a Member of the Association, provided, however, that Directors appointed by Developer pursuant to the provisions hereof and of the Bylaws need not be members of the Association.

C. Subject to the Declaration of Condominium, the Board of Directors shall be elected by the Members of the Association from among the membership at the annual membership meeting as provided in the Bylaws; provided, however, that the Developer shall have the right to elect all of the Directors on the Board subject to the following:

1. When Unit owners other than the Developer own fifteen percent (15%) or more of all the Units in the Condominium(s) that ultimately will be operated by the Association, the Unit owners other than the Developer shall be entitled to elect, in a manner to be provided in the Bylaws, not less than nor more than one-third (1/3) of the members of the Board of Directors.

2. Unit owners other than the Developer shall be entitled to elect, in a manner to be provided in the Bylaws, not less than nor more than a majority of the members of the Board of Directors three years after sales by the Developer have been closed on fifty percent (50%), but less than ninety percent (90%) of the Units that will be operated ultimately by the Association, or three months after sales have been closed by the Developer of ninety percent (90%) of the Units that ultimately will be operated by the Association or when all of the Units that ultimately will be operated by the Association have been completed, and some have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur.

The Developer shall have the right to elect, in the manner to be provided in the Bylaws, all members in the Board of Directors which Unit owners other than the Developer are not entitled to elect as long as the Developer holds for sale in the ordinary course of business any Units in the Condominium(s) ultimately to be operated by the Association; and the Developer shall be entitled to elect not less than one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the total number of Units in the Condominium(s) ultimately to be operated by the Association. Notwithstanding the foregoing, Developer shall be entitled at any time to waive in writing its rights hereunder, and thereafter to vote in elections for members of the Board of Directors in the same manner as any other Unit owner member of the Association.

4. After Unit owners other than the Developer elect a majority of the members of the Board of Directors, the Developer shall, within a reasonable time and in a manner to be provided in the Bylaws, relinquish control of the Association and shall deliver to the Association all property of the Unit owners and the Association held or controlled by the Developer.

5. The names and addresses of the persons who are to serve as the members of the first Board of Directors who, subject to the provisions of the laws of Florida, these Articles of Incorporation and the Bylaws, shall hold office for the first year of the Association's corporate existence, and thereafter until their successors are selected, and have qualified, are as follows:

<u>Director</u>	<u>Address</u>
Roger M. O'Steen	4319 Salisbury Road Jacksonville, Florida
Denise L. Adams	4319 Salisbury Road Jacksonville, Florida
Sally A. Hall	4319 Salisbury Road Jacksonville, Florida

ARTICLE X. - SUBSCRIBERS

The Subscribers to these Articles of Incorporation are the persons herein named to act and serve as members of the first Board of Directors of the Association. The names of the Subscribers, and their respective residence addresses, are set forth in Article IX hereof.

ARTICLE XI. - BYLAWS

The original Bylaws of the Association shall be adopted by a majority vote of the Subscribers to these Articles of Incorporation at a meeting at which a majority of the Subscribers is present, and, thereafter, the Bylaws may be amended, altered or rescinded upon the proposal of a majority of the Board of Directors and approval by an affirmative vote of two-thirds (2/3) of the votes entitled to be cast by Members of the Association at a regular or special meeting of the Members, the notice of which shall state that such proposal is to be voted upon at that meeting.

ARTICLE XII. - INDEMNITY

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XIII. - AMENDMENT OF ARTICLES OF INCORPORATION

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the members of the Association owning a majority of the Units in the Condominium(s), whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days or later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting or by written approval the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than two thirds (2/3) of the Units in the Condominium(s) in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Articles of Incorporation shall be

recorded in the public records of St. Johns County, Florida, within thirty (30) days from the date on which the same is filed in the office of the Secretary of State. Notwithstanding the foregoing provisions of this Article XIII, no amendment to these Articles of Incorporation which shall abridge, amend or alter the right of Developer to designate and select members of the Board of Directors of the Association, as provided in Article IX hereof, may be adopted or become effective without the prior written consent of Developer.

ARTICLE XIV. - NON-PROFIT STATUS

No part of the income of this corporation shall be distributed to the Members except upon dissolution or final liquidation and as permitted by the Court having jurisdiction thereof.

IN WITNESS WHEREOF, the Subscribers hereto have hereunto set their hands and seals this 16th day of September 1981.

Roger M. O'Steen  
Roger M. O'Steen

Denise L. Adams  
Denise L. Adams

Sally A. Hall  
Sally A. Hall

STATE OF FLORIDA  
COUNTY OF DUVAL

BEFORE ME, the undersigned authority, personally appeared Roger M. O'Steen, Denise L. Adams, Sally A. Hall, who, being before me first duly sworn on oath, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed, this 16th day of September, 1981.

M. Lynn Pappas  
Notary Public, State of Florida  
at Large

My Commission Expires:



MY COMMISSION  
EXPIRES 10-5-80

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

That St. Augustine Ocean and Racquet Club Condominium Association, Inc., desiring to organize under the laws of the State of Florida with its principal office as indicated in the Certificate of Incorporation, in Jacksonville Duval County, State of Florida, has named Thomas C. Bergmann located at 4319 Salisbury Road, Jacksonville, Florida 32217 Duval County, Florida, as its agent to accept service of process within this State.

ACKNOWLEDGEMENT:

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

*[Handwritten Signature]*

STATE OF FLORIDA  
COUNTY OF DUVAL

SWORN TO AND SUBSCRIBED before me this 16th day of September, 1981.

M. Lynn Pappas  
Notary Public, State of Florida  
at Large  
My Commission Expires:



EXHIBIT F  
TO  
DECLARATION OF CONDOMINIUM  
FOR  
ST. AUGUSTINE OCEAN & RACQUET CLUB ONE, A CONDOMINIUM

OF

ST. AUGUSTINE OCEAN & RACQUET CLUB  
CONDOMINIUM ASSOCIATION, INC.

a Florida Corporation Not for Profit

## I. IDENTITY.

A. Applicability. These are the Bylaws of ST. AUGUSTINE OCEAN & RACQUET CLUB CONDOMINIUM ASSOCIATION, INC. (the "Association"), a Florida corporation not for profit organized pursuant to the provisions of Chapters 617 and 718, Florida Statutes, 1979, as amended to the date of filing of the Articles of Incorporation. The purpose and object of the Association shall be to administer the operation and management of any condominium which may be established in accordance with the Florida Condominium Act, Chapter 718, Florida Statutes, 1979 ("Act"), upon certain real property in St. Johns County, Florida, as set forth in the Articles of Incorporation of the Association and Exhibit A attached thereto. Any condominium located on the real property described in Exhibit A to the Articles of Incorporation so designated by the Developer to be operated by the Association are hereinafter defined as the "Condominium(s)". The provisions of these Bylaws are applicable to the Condominium(s) and are subject to the provision of the Articles. All members of the Association, as defined in the Articles, and their invitees, including, without limitation, all present or future owners and tenants of Units in the Condominium(s) and other persons using Condominium(s) or any of the facilities thereof in any manner, are subject to these Bylaws, the Articles and the Declaration(s). The Association has been organized for the purpose of administering the operation and management of the St. Augustine Ocean & Racquet Club One, a Condominium (the "Condominium"), established or to be established in accordance with the Florida Condominium Act (the "Act") upon land situated in Walton County, Florida, as described in the Articles of Incorporation of the Association.

B. Office. The office of the Association shall be at 4319 Salisbury Road, Jacksonville, Florida, or at such other place as may be established by resolution of the Board of Directors.

C. Fiscal Year. The fiscal year of the Association shall be the calendar year.

D. Seal. The seal of the Association shall bear the name of St. Augustine Ocean & Racquet Club Condominium Association, Inc., the word "Florida", the words "Corporation Not for Profit", and the year of incorporation. An impression of the seal is as follows:

## II. MEMBERSHIP, VOTING, QUORUM, PROXIES.

A. Membership. The qualification of members of the Association (the "Members"), the manner of their admission to membership and termination of such membership, and

voting by Members, shall be as set forth in Articles IV and V of the Articles, the provisions of which are incorporated herein by reference.

B. Quorum. A quorum at meetings of Members shall consist of persons entitled to cast a majority of the votes of that class, or those classes of the membership entitled to vote upon any matter or matters arising at said meeting whether in person or by proxy. The joinder of a Member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

C. Voting. The vote of the owner(s) of a Unit in the Condominium owned by more than one natural person, as tenants in common, joint tenants (except a husband and wife as tenants by the entirety), a partnership, or any other association of natural persons, or by a corporation, a trust, or any other entity shall be cast or otherwise exercised, at all meetings at which Members of the Association are entitled to vote or otherwise act, by one natural person designated by the owner(s) of such Unit as the "Primary Occupant" thereof. In each instance where title to a Unit is proposed to be conveyed or is otherwise to become vested in more than one natural person (except a husband and wife as tenants by the entirety), a partnership, or any association of natural persons, or a corporation, a trust, or any other entity, the prospective owner(s) shall, by written instrument acceptable to the Association, designate one natural person as the Primary Occupant. The instrument designating the Primary Occupant shall be filed with the Association, and the person so designated shall be and remain the Primary Occupant of the Unit until such designation has been revoked by written instrument executed by the owner(s) of the Unit or by lawful conveyance of the Unit. The Primary Occupant of the Unit shall be the only person entitled to cast or exercise, in person or by proxy, the vote of the owner(s) of such Unit at any meeting of Members or in connection with any action concerning which members of the Association shall be required or allowed to vote or otherwise act.

D. Approval. Evidence of the approval or disapproval of the owner(s) of a Unit upon any matter, whether or not the subject of an Association meeting, shall be given to the Association by the same person who would cast the vote of such owner if in an Association meeting.

E. Vote Required. Except as otherwise required under the provisions of the Articles, these Bylaws or the Declaration(s), or where the same otherwise may be required by law, at any meeting of the general membership of the Association, if any, duly called and at which a quorum is present, the acts approved by the affirmative vote of the owners of the majority of the Units present and in person or by proxy and entitled to vote upon any question shall be binding upon the Members.

F. Proxies. At any meeting of the Members or any class or classes of members, if any, every Member having the right to vote shall be entitled to vote in person or by proxy, provided that, no person shall be designated to hold more than ten (10) proxies. Any proxy given shall be effective only for the specific meeting for which originally given

and any lawfully adjourned meetings thereof. All such proxies shall be filed with the Secretary prior to or during the roll call of such meeting. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Unit owner executing it.

G. Consent to Action. Unless a duly called meeting of the Association shall be specifically required for action to be taken by the members in these Bylaws, the Articles, the Declaration(s), the Act or other Florida Statutes, any action to be taken by the association may be taken by written consent setting forth the action so taken, approved by members holding not less than the minimum number of votes necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voting.

### III. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

A. Annual Meeting. The annual meeting of the Members shall be held at the office of the Association or such other place in St. Augustine Beach, Florida and at such time as may be specified in the notice of the meeting, on the third Saturday in October of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Saturday.

B. Special Meetings. Special meetings of the entire membership of the Association shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from Members entitled to cast a majority of the votes of the entire membership. Special meetings of any class or classes of Members, if any, shall be held whenever called by the President or Vice President or by those Members of the Board of Directors elected by that class, or these classes, and must be called by such officers upon receipt of a written request from a majority of the Members of that class or those classes.

#### C. Notice of Meetings.

1. Generally. Written notice of all meetings of Members or classes of Members, if any, shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member or class of Members, if any, unless waived in writing. Each notice shall state the time and place of and purpose for which the meeting is called and shall be posted at a conspicuous place on the Condominium property at least fourteen (14) days prior to said meeting.

2. Annual. Notice of the Annual Meeting shall be given to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed by certified mail or delivered personally to each Member. If delivered personally, receipt of notice shall be signed by the Member, indicating the date received. If mailed, such notice shall be deemed properly given when deposited in the United States Mail addressed to the Member at his Post Office address as it appears on the

records of the Association, with postage thereon prepaid. Proof of mailing shall be given by the affidavit of the person giving the notice.

3. Special. Notice of Special Meetings shall be given to each Member not less than fourteen (14) days prior to the date set for the meeting and shall be mailed by regular mail or delivered personally to the Member.

4. Waiver. Any Member may, in writing signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before, at or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. Each notice shall in addition be posted at a conspicuous place in the Condominium at least fourteen (14) days prior to said meeting.

5. Adjourned Meetings. If any meeting of Members or classes of Members, if any, cannot be held because a quorum is not present, or because a greater percentage of the membership required to constitute a quorum for a particular purpose is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, the Bylaws or the Declaration(s), the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

D. Presiding Officer and Minutes. At meetings of Members, the Chairman of the Board, or in his absence, the President, shall preside, or in the absence of both, the Members present shall select a chairman of the meeting. Minutes shall be kept in a businesslike manner, and available for inspection by Directors Unit owners and their authorized representatives during normal business hours at the principal office of the Association. The Association shall retain these minutes for a period of not less than seven (7) years.

E. Order of Business. The order of business at annual meetings of Members, and, as far as practical, at other meetings of Members, shall be:

- (1) Calling of the roll and certifying of proxies
- (2) Proof of notice of meeting or waiver of notice
- (3) Reading or waiver of reading of minutes of previous meeting of Members
- (4) Reports of officers
- (5) Reports of committees
- (6) Appointment by Chairman of inspectors of election
- (7) Election of Directors
- (8) Unfinished business
- (9) New business
- (10) Adjournment

F. Meetings of the Board of Directors shall be open to all Members and notices of meetings shall be posted conspicuously in the Condominium forty-eight (48) hours in advance for the attention of Unit Owners, except in an emergency. Notice of any meeting where assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

#### IV. BOARD OF DIRECTORS

A. Members of Board. The first Board of Directors shall consist of three (3) persons as designated in the Articles of Incorporation. The number of Members of succeeding Board of Directors shall be equal to three (3) directors for each condominium administered by the Association. Developer reserves the right to appoint Directors to the Board as specified in Article IX, of the Articles of Incorporation.

B. Election of Directors. Directors shall be elected in the following manner:

(1) Commencing with the election of the Board to succeed the first Board as designated in the Articles, Developer shall appoint that number, and the identity, of the members of the Board which it shall be entitled to appoint in accordance with the Articles and these Bylaws, and upon such appointment by Developer, by written instrument presented to the meeting at which such election is held, the persons so appointed by Developer shall be deemed and considered for all purposes Directors of the Association and shall thenceforth hold the offices, and perform the duties of such Directors until their successors shall have been elected or appointed, as the case may be, and qualified in accordance with the provisions of these Bylaws.

(2) For so long as the Developer shall retain the right to appoint at least one member of the Board of Directors, all members of the Board of Directors whom Developer shall be entitled to appoint under these Bylaws shall be elected at large, by a plurality of the votes cast at the annual meeting of the general membership, immediately following designation of the members of the Board whom Developer shall be entitled to appoint. Commencing with the first annual election of Directors after the Developer shall have lost or relinquished the right to appoint at least one Director per each class of membership, if any, consisting of the owners of Units in each of the Condominiums, shall elect three (3) Directors, by a plurality of the votes cast by such class at the annual meeting of the general membership.

(3) Vacancies on the Board may be filled, through the unexpired term thereof, by the remaining Directors except that, should any vacancy or the Board be created in a directorship previously filled by any person appointed by Developer, such vacancy should be filled by Developer appointing by written instrument delivered to any officer of the Association, the successor Director, who shall fill the vacated directorship for the unexpired term thereof. Any vacancy created in any directorship previously filled by a person elected by class of membership shall be filled by a member of that class of membership, which member shall thereafter fill the vacated directorship for the unexpired term thereof.

(4) Until such time as the Members are entitled to elect all of the Directors, each Director shall serve for one year until the next annual meeting or such other time as his successor is elected. At the first annual meeting at which the Unit Owners are entitled to elect all of the members of the Board of Directors, one directorship from each Condominium shall be designated as a two-year term, director and the other two shall be for one year. At the next succeeding annual meeting, one of such one-year term directorships from each condominium shall be, from that point on, designated as a two-year term directorship. The intent hereof is to stagger the terms of the directorships so that there shall be only two directors elected each year from each condominium with one member of the old board continuing on the new board. Therefore, as to each condominium there shall be two directorships of two year terms being up for election in different years, and the third directorship shall always remain a one-year term directorship.

(5) In the election of Directors, there shall be appurtenant to each Unit one (1) vote for each Director to be elected by the class of membership in which the owner of each Unit is a Member, [as many votes for Directors at Large as there are Directors at Large] to be elected; provided, however, that no Member or owner of any Unit may cast more than one vote for any person nominated as a Director, it being the intent hereof that voting for Directors shall be non-cumulative.

(6) Within sixty (60) days after Unit owners other than the Developer are entitled to elect a member of members of the Board of Directors of the Association, the Association shall, in accordance with the provisions of these Bylaws, call in a manner as elsewhere provided in these Bylaws, and give not less than thirty (30) days, not more than forty (40) days notice of a meeting of the Unit owners for this purpose. Such meeting may be called and the notice given by any Unit owner if the Association fails to do so within the time prescribed herein. Election of such Directors shall be conducted in the manner provided in these Bylaws.

(7) In the event that Developer selects any person or persons to serve on the Board, Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on the Board. Replacement of any person or persons designated by Developer to serve on any Board shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the persons so removed from the Board. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any officer of the Association.

C. Organizational Board Meeting. The organizational meeting of a newly elected or designated Board shall be held within fifteen (15) days of their election or designation, at such time and place as shall be fixed at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary; provided, that a quorum shall be present.

D. Regular Board Meeting. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least seven (7) days prior to the day named for such meeting, unless notice is waived.

E. Special Meeting. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one-third of the directors. Not less than three (3) days' notice of a special meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting, unless notice is waived. Notice of any meeting where assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

F. Board Minutes. Minutes of all meetings of the Board shall be kept in a businesslike manner and available for inspection by Unit owners and Directors during normal business hours at the principal office of the Association. The Association shall retain these minutes for a period of not less than seven years.

G. Waiver of Notice. Any Director may waive notice of a meeting before, at or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

H. Quorum. A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles, these Bylaws or the Declaration. If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of the Directors required to constitute of quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, these Bylaws or the Declaration, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

I. Action without a Meeting. To the extent now or from time to time hereafter permitted by the laws of Florida, the Board may take any action which they might take at a meeting of the Board without a meeting; provided, that a record of all such actions so taken, signed by each Director, shall be filed and retained in the minute book of the Association.

J. Removal. Directors may be removed from office in the manner provided by law for the removal of Directors of Florida corporations not for profit.

K. Presiding Officer. The presiding officer of meetings of the Board shall be the Chairman of the Board, if such officer has been elected, or, if not, the President of the Association. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

L. Powers and Duties. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the laws of Florida, the Articles, these Bylaws and the Declaration(s). Such powers and duties shall be exercised in accordance with the Articles, these Bylaws and the Declaration(s), and shall include, without limitation, the right, power and authority to:

(1) Make, levy and collect assessments, including without limitation assessments for reserves and for betterments to Condominium and/or Association property, against Members and Members' Units to defray the costs of the Condominium(s), and the property owned by the Association and use the proceeds of assessments in the exercise of the powers and duties of the Association;

(2) Maintain, repair, replace, operate and manage the Condominium(s) and Common Area wherever the same is required to be done and accomplished by the Association for the benefit of Members;

(3) Repair and reconstruct improvements after casualty;

(4) Make and amend regulations governing the use of the property, real and personal, in the Condominium(s) and the Common Area provided, that such regulations or amendments thereto shall not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles and Declaration(s);

(5) Acquire, own, hold, operate, lease, encumber, convey, exchange, manage, and otherwise trade and deal with property, real and personal, including Units, of and in the Condominium(s), as may be necessary or convenient in the operation and management of the Condominium(s), and in accomplishing the purposes set forth in the Declaration(s);

(6) Contract for the management and maintenance of the Condominium Property and Common Area and to authorize a management agent to assist the Association in carrying out its powers and duties, including but not limited to the performance of such functions as the submission of

proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times and powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association;

(7) Enforce by legal means the provisions of the Articles, these Bylaws, the Declaration(s) and all regulations governing use of property of and in the Condominium now existing or hereafter adopted.

(8) Pay all taxes and assessments which are liens against any part of the Condominium(s) other than Units and the appurtenances thereto, and assess the same against the Members and their respective Units subject to such liens.

(9) Carry insurance for the protection of Members and the Association against casualty and liability, including Directors' liability insurance.

(10) Pay all costs of power, water, sewer and other utility services rendered to the Condominium and not billed to the owners of the separate Units.

(11) Employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

#### V. OFFICERS.

A. Generally. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. The President shall be elected from the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board may from time to time elect such other officers, and designate their powers and duties, as the Board may deem necessary to properly manage the affairs of the Association. Officers may be removed from office by the Board.

B. President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation not for profit, including but not limited to the power to appoint committees from among the Members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall have such additional powers as the Board may designate.

C. Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

D. Secretary. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the affairs of the Association. He shall have such additional powers as the Board may designate. He shall attend to the giving and serving of all notices to the Members and the Board, and such other notices as may be required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of a corporation not for profit and as may be required by the Board and the President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

E. Treasurer. The Treasurer shall have custody of all of the property of the Association including funds, securities and evidences of indebtedness. He shall keep the assessment roll and accounts of the Members; he shall keep the books of the Association (including without limitation a separate set of books of account for each of the condominiums administered by the Association) in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer.

F. Compensation. No compensation shall be paid to any officer of the Association except with the approval of a majority of the membership, reflected by a vote taken at a duly constituted membership meeting. No officer who is appointed by the Developer shall receive any compensation for his services as an officer. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any director or officer as an employee of the Association at such compensation as the Board shall determine, nor shall anything herein be construed so as to preclude the Board from contracting with a director or officer or with any corporation in which a director or officer of the Association may be stockholder, officer, director, or employee, for the management of the Condominium for such compensation as shall be mutually agreed between the Board and such officer, director, or corporation, or from contracting with a director or officer of the corporation may be a stockholder, officer, director or employee for the purpose of making available to the owners of condominium units such services as are contemplated by the provisions of Article IV of these Bylaws. It is expressly contemplated that the first Board of Directors may enter into such contracts with persons who are initial officers or directors of the Association, or with corporations having officers, directors or employees who are also members of the first Board of Directors of the Association.

VI. FISCAL MANAGEMENT.

The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions.

A. Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and mailing address of the owner(s) of each Unit, the amount of each assessment against the owner(s) of each Unit, the amount of each assessment and due date thereof, and all amounts paid, and the balance due upon each assessment.

B. Annual Budget(s). The Board shall adopt, for, and in advance of, each fiscal year, a budget for each of the Condominium(s) showing the estimated costs of performing all of the functions of the Association as to each such Condominium for the year. Each budget shall show the total estimated expenses of the Association for that year and shall contain an itemized breakdown of the Common Expenses, which shall include, without limitation, the costs of operating and maintaining the Common Elements, taxes on Association property, wages and salaries of Association employees, management, legal and accounting fees, office supplies, public utility services not metered or charged separately to Units, premiums for insurance carried by the Association and any reserve accounts and/or funds which may be established from time to time by the Board. Each budget shall also show the proportionate share of the total estimated expenses to be assessed against and collected from the owner(s) of each Unit and due date(s) and amounts of installments thereof. Likewise the Board shall adopt a separate budget for the Common Area in similar fashion and with similar detail. Copies of the proposed budgets and proposed assessments shall be transmitted to each member at least thirty (30) days prior to the meeting of the Board of Directors at which the budgets will be considered, together with a notice of the time and place of said meeting, which shall be open to Unit Owners. If any budget is subsequently amended, a copy shall be furnished to each affected Member. Delivery of a copy of any budget or amended budget to a Member shall not affect the liability of any Member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as a limitation upon the additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

C. Increased Budget(s). If a budget is adopted by the Board which requires assessment of the Unit owners in any budget year exceeding 115% of such assessments for the preceding budget year, upon written application of ten percent (10%) of the Unit owners, a special meeting of the Unit owners shall be held upon not less than ten (10) days written notice to each Unit owner, but within thirty (30) days of the delivery of such application to the Board or any member thereof, at which special meeting Unit owners may consider only and enact only a revision of the budget, or recall any and all members of the Board and elect their successors subject, however, to the right of Developer to elect Directors as provided in Article IV. Any such revision of the budget or recall of any and all members of the Board shall require a vote of not less than fifty-one percent (51%) of the whole number of votes of all Unit owners. The Board may in any event first propose a budget to the Unit owners at any such meeting of Members or by writing, and if such budget or proposed budget be approved by a majority of the whole number of votes of all Unit owners, either at such meeting or

by writing, such budget shall not thereafter be reexamined by the Unit owners in the manner hereinabove set forth nor shall any and all members of the Board be recalled under the terms hereof.

D. Capital Expenditures. In determining whether assessments exceed 115% of similar assessments in the prior budget year, there shall be excluded from the computation any amounts for reasonable reserves made by the Board in respect of repair and replacement of Condominium(s) or Association property, or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis; and there shall be excluded from such computation, assessments for betterments to the Condominium(s) or Association property. Provided, however, that so long as Developer is in control of the Board of Directors the Board shall not impose an assessment for a budget year greater than 115% of the prior budget year's assessment without approval of a majority of the whole number of votes of all Unit owners.

E. Notice of Adopted Budgets. Upon adoption of budgets, the Board shall cause a written copy thereof to be delivered to all Unit owners. Assessments shall be made against Unit owners pursuant to procedures established by the Board, and in accordance with the terms of the Declaration(s) and Articles. Unit owners shall be liable to pay assessments not less often than quarterly. Provided, however, that the lien or lien rights of the Association shall not be impaired by failure to comply with procedures established pursuant to these Bylaws.

F. Assessments. Unless otherwise determined by the Board of Directors, assessments shall be payable quarterly on the first day of each calendar quarter, but in no event shall amounts be payable less often than quarterly. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the fiscal year for which an amended assessment is made shall be payable in equal installments through the end of the fiscal year; provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency. Assessments under the budget for the Common Area shall be payable at the same time as the regular condominium assessments and may be aggregated by the Board to constitute one assessment to provide for single payments.

G. Special Assessments. Special assessments, if required and approved by the Members at a duly convened meeting, shall be levied and paid in the same manner as heretofore provided for regular assessments. Special assessments can be of three kinds: (i) those chargeable to all Members of a Condominium in the same proportions as regular assessments to meet shortages or emergencies, to construct, reconstruct, repair or replace all or any part of the Common Elements (including fixtures and personal property related thereto) and for such other purposes as shall have been approved by the Members at a duly convened meeting; (ii) those assessed against one Member alone to cover repairs or maintenance for which such Member is responsible and which he has failed to make, which failure impairs the value of or endangers the Common Elements or the Condominium, or which

are for expenses incident to the abatement of a nuisance within his Unit; and (iii) those assessed against all Members equally to meet shortages or emergencies relative to the Common Area.

H. The Depository. The depository of the Association shall be such bank or banks or savings and loan association or associations as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks or withdrawals signed by such persons as are authorized ~~may include in its provisions authority for~~ the Manager to sign checks on behalf of the Association for payment of the obligations of the Association.

I. Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors.

J. Fidelity Bonds. Fidelity bonds may be required from any persons handling or responsible for Association funds as the Board of Directors shall direct. The premiums of said bonds shall be paid by the Association.

K. Condominium Funds. Notwithstanding the fact that the Association shall maintain separate books of account for each of the Condominiums, all sums collected by the Association from all assessments against all Units in the Condominiums may be commingled in a single fund, or divided into more than one fund, as determined from time by the Board of Directors.

#### VII. PARLIAMENTARY RULES.

Robert's Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these Bylaws.

#### VIII. AMENDMENTS TO BYLAWS.

Amendments to these Bylaws shall be proposed and adopted in the following manner:

A. Proposal. Amendments to these Bylaws may be proposed by the Board, acting upon vote of a majority of the Directors, or by Members owning a majority of the Units in the Condominium, whether meeting as Members or by instrument in writing signed by them.

B. Notice. Upon any amendment or amendments to these Bylaws being proposed by the Board or Members, such proposed amendment or amendments shall be transmitted to the President of the Association or acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the Members for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each Member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the Members is required as herein set forth; provided, that proposed amendments to the Bylaws may be considered and voted upon at annual meetings of the Members.

C. Content of Amendment. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. See bylaw. . . for present text." Nonmaterial errors or omissions in the bylaw process shall not invalidate an otherwise properly promulgated amendment.

D. Voting. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of Members owning not less than fifty-one percent (51%) of the Units in the Condominium(s). Thereupon, such amendment or amendments to these Bylaws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Walton County, Florida within thirty (30) days from the date on which any amendment or amendments have been affirmatively approved by the Members.

E. Written Vote. At any meeting held to consider such amendment or amendments to these Bylaws, the written vote of any Member shall be recognized if such Member is not present at such meeting in person or by proxy, provided such written vote is delivered to the Secretary at or prior to such meeting.

F. Developer's Reservation. Notwithstanding the foregoing provisions of this Article IX, no amendment to these Bylaws which shall abridge, amend or alter the right of Developer to designate members of each Board of Directors of the Association, as provided in Article IV hereof or any other right of the Developer provided herein or in the Articles of Incorporation, may be adopted to become effective without the prior written consent of Developer.

G. Proviso. Provided, however, that no amendment shall discriminate against any condominium Unit owner nor against any condominium unit class or group of units unless the condominium unit owners so affected shall consent. No amendments shall be made that is in conflict with the Condominium Act, the Declaration of Condominium, or the Articles of Incorporation.

H. Proviso. Anything herein to the contrary notwithstanding, until the first regular election of Directors by the membership, and so long as the Developer shall have the right to file vacancies on the Board of Directors, an amendment shall require only the unanimous consent of the Board of Directors, and no meeting of the condominium unit owners nor any approval thereof need be had.

The foregoing were adopted as the Bylaws of ST. AUGUSTINE OCEAN & RACQUET CLUB CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the \_\_\_ day of \_\_\_, 1981.

Dated: \_\_\_\_\_

Secretary

APPROVED: \_\_\_\_\_

President

## EXHIBIT G

TO

## DECLARATION OF CONDOMINIUM

REC 551 PAGE 306

I. Common AreaParcel 4B:

A part of the South 600 feet of the North 1000 feet of Government Lot 5, Section 3, Township 8 South, Range 30 East, St. Johns County, being more particularly described as follows: BEGIN at the intersection of the Southerly line of the South 600 feet of the North 1000 feet of said Government Lot 5, with the Southeasterly right of way line of State Road No. A1A (Old No. 140) as established for a width of 100 feet; thence North 17°09'10" East, along said Southeasterly right of way line, 269.60 feet; thence South 72°50'50" East, 125.38 feet; thence North 89°34'54" East, 38.88 feet; thence North 29°34'54" East, 88.33 feet; thence North 72°50'50" West, 181.46 feet to an intersection with said Southeasterly right of way line of said State Road No. A1A; thence North 17°09'10" East, along said Southeasterly right of way line, 129.64 feet; thence South 72°50'50" East, 220 feet; thence North 63°48'40" East, 35 feet; thence North 89°34'54" East, 47.46 feet; thence South 00°25'06" East, 20 feet; thence North 89°34'54" East, 108 feet; thence South 00°25'06" East, 163.67 feet; thence South 89°34'54" West, 117 feet; thence South 00°25'06" East, 44 feet; thence South 89°34'54" West, 102 feet; thence South 00°25'06" East, 130 feet; thence South 55°30'27" West, 86 feet; thence South 00°25'06" East, 45 feet to the Southerly line of the South 600 feet of the North 1000 feet of said Government Lot 5; thence South 89°34'54" West, along said Southerly line, 298 feet to the POINT OF BEGINNING.

Parcel 8

A part of the South 600 feet of the North 1000 feet of Government Lot 5, Section 3, Township 8 South, Range 30 East, St. Johns County, Florida more particularly described as follows: Commence at the intersection of the Southeasterly right of way line of State Road Number A1A (Old number, 140) as established for a width of 100 feet with the Southerly line of the South 600 feet of the North 1000 feet of said Government Lot 5; thence North 89°34'54" East along said Southerly line, 1089.39 feet to the POINT OF BEGINNING; thence continuing North 89°34'54" East along Southerly line, 383.0 feet more or less to the approximate Mean High Water line of the Atlantic Ocean; thence Northerly along the approximate Mean High Water line of the Atlantic Ocean, 209.0 feet more or less; thence South 89°34'54" West, 360.0 feet more or less, to an intersection with the coastal construction control line as recorded in Map Book 13A, pages 1-14 of the public records of said county; thence South 01°16'15" East along the coastal construction control line, 157.42 feet to an angle point in said line, thence continue along said coastal construction control line, South 03°06'13" East, 49.82 feet to the POINT OF BEGINNING.

II / Future Common Area

Parcel 4A:

REC 551 PAGE 307

A part of the South 600 feet of the North 1000 feet of Government Lot 5, Section 3, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: Commence at the intersection of the Southerly line of the South 600 feet of the North 1000 feet of said Government Lot 5, with the Southeasterly right of way line of State Road No. A1A (Old No. 140) as established for a width of 100 feet; thence North 17°09'10" East, along said Southeasterly right of way line, 497.24 feet to the POINT OF BEGINNING; thence continue North 17°09'10" East, along said Southeasterly right of way line, 132 feet to an intersection with the Northerly line of the South 600 of the North 1000 feet of said Government Lot 5; thence North 89°41'58" East, along said Northerly line, 189.68 feet; thence South 00°25'06" East, 76.98 feet; thence North 89°34'54" East, 24 feet; thence South 00°25'06" East, 99.67 feet; thence South 89°34'54" West, 12.27 feet; thence South 63°48'40" West, 35 feet; thence North 72°50'50" West, 220 feet to the POINT OF BEGINNING.

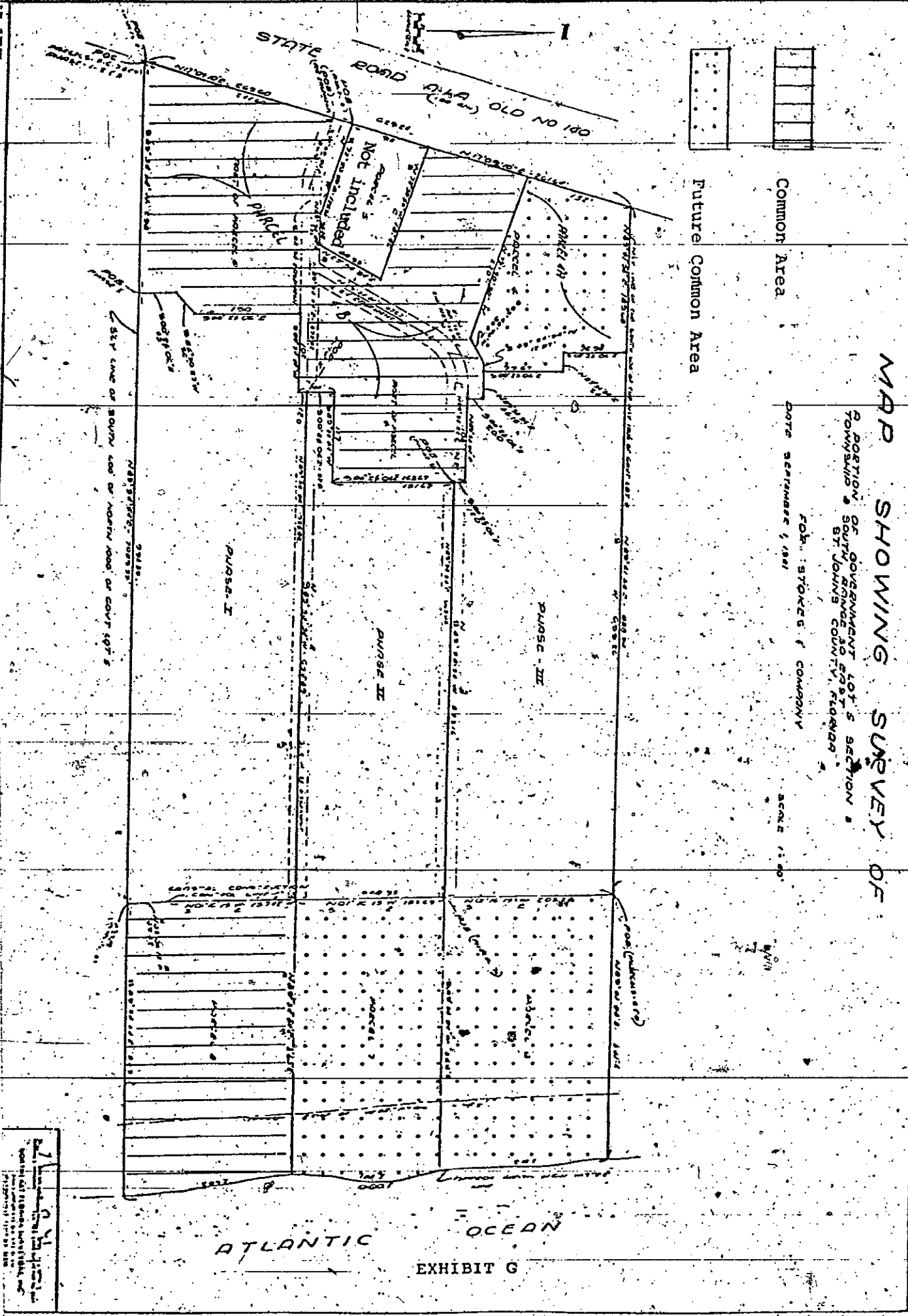
Parcel 6:

A part of the South 600 feet of the North 1000 feet of Government Lot 5, Section 3, Township 8 South, Range 30 East, St. Johns County, Florida, more particularly described as follows: Commence at the intersection of the Southerly line of the South 600 feet of the North 1000 feet of said Government Lot 5 with the Southeasterly right of way line of State Road Number A1A (Old number 140) as established for a width of 100 feet; thence North 17°09'10" East, along said Southeasterly right of way line, 629.24 feet to an intersection with the Northerly line of the South 600 feet of the North 1000 feet of said Government Lot 5; thence North 89°41'58" East, 888.94 feet to an intersection with the coastal construction control line as recorded in Map Book 13A pages 1-14 of the public records of St. Johns County, Florida for the POINT OF BEGINNING; thence continue North 89°41'58" East along said Northerly line, 341.0 feet more or less to approximate Mean High Water line of the Atlantic Ocean; thence Southerly along the approximate Mean High Water line of the Atlantic Ocean, 218.0 feet more or less; thence South 89°34'54" West, 360.0 feet more or less to said coastal construction control line; thence North 10°16'15" West along said coastal construction control line, 207.24 feet to the POINT OF BEGINNING.

Parcel 7:

A part of the South 600 feet of the North 1000 feet of Government Lot 5, Section 3, Township 8 South, Range 30 East, St. Johns County, Florida, more particularly described as follows: Commence at the intersection of the Southerly line of the South 600 feet of the North 1000 feet of said Government Lot 5 with the Southeasterly right of way line of State Road Number A1A (Old number 140) as established for a width of 100 feet; thence North 17°09'10" East, along said Southeasterly right of way line, 629.24 feet to intersection with the

Northerly line of the South 600 feet of the North 1000 feet of said Government Lot 5; thence North  $89^{\circ}41'58''$  East, 888.94 feet to the coastal construction control line as recorded in Map Book 13A pages 1-14 of the public records of said County; thence South  $01^{\circ}16'15''$  East along said coastal construction control line, 207.24 feet to the POINT OF BEGINNING; thence continue South  $01^{\circ}16'15''$  East, 183.69 feet; thence North  $89^{\circ}34'54''$  East, 360.0 feet more or less to the approximate Mean High Water line of the Atlantic Ocean; thence Northerly along said approximate Mean High Water line, 184.0 feet more or less; thence South  $89^{\circ}34'54''$  West, 360.0 more or less to the POINT OF BEGINNING.



## EXHIBIT H

TO

DECLARATION OF CONDOMINIUMFuture Development Area

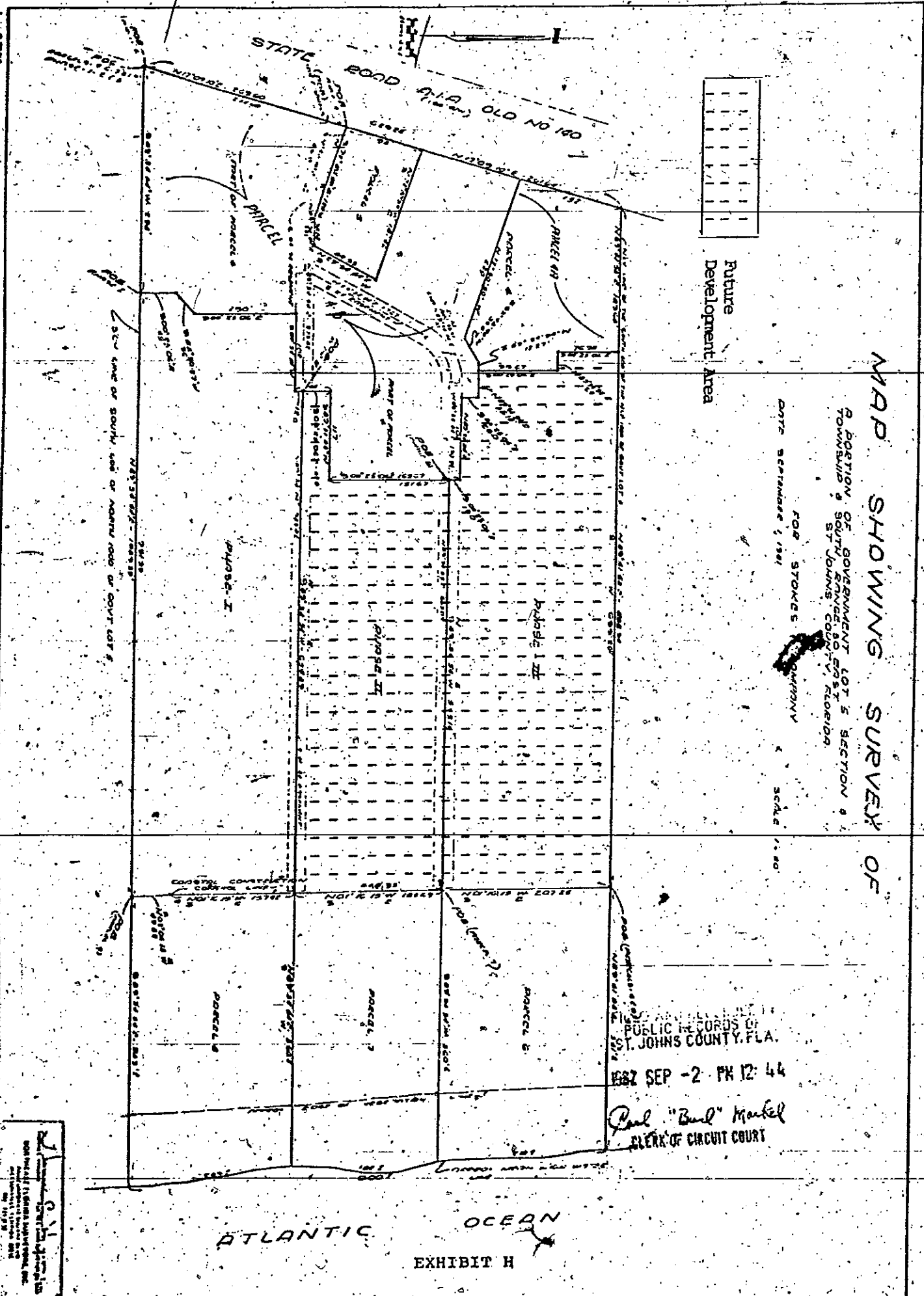
REC 551 PAGE 310

Phase 2:

A part of the South 600 feet of the North 1000 feet of Government Lot 5, Section 3, Township 8 South, Range 30 East, St. Johns County, Florida more particularly described as follows: Commence at the intersection of the southeasterly right of way line of State Road Number A1A (Old Number 140) as established for a width of 100 feet with the southerly line of the South 600 feet of the North 1000 feet of said Government Lot 5; thence North 17°09'10" East, 244.60 feet; thence South 72°50'50" East, 86.18 feet; thence North 89°34'54" East, 273.82 feet to the POINT OF BEGINNING; thence continue North 89°34'54" East, 654.89 feet to an intersection with the coastal construction control line as recorded in Map Book 13A pages 1-14 of the public records of said county; thence North 01°16'15" West along said coastal construction control line, 183.69 feet; thence South 89°34'54" West, 535.16 feet; thence South 00°25'06" East, 151.67 feet; thence South 89°34'54" West, 117.00 feet; thence South 00°25'06" East, 32.00 feet to the POINT OF BEGINNING.

Phase 3.

A part of the South 600 feet of the North 1000 feet of Government Lot 5, Section 3, Township 8 South, Range 30 East, St. Johns County, Florida more particularly described as follows: Commence at the intersection of the southeasterly right of way line of State Road Number A1A (Old number 140) as established for a width of 100 feet with the southerly line of the South 600 feet of the North 1000 of said Government Lot 5; thence 17°09'10" East along said southeasterly right of way line 244.60 feet; thence South 72°50'50" East, 86.18 feet; thence North 89°34'54" East, 113.82 feet; thence North 29°34'54" East, 171.67 feet to the point of curvature of a curve to the right; said curve having a radius of 70.0 feet; thence along and around said curve an arc distance of 73.31 feet, said curve having a chord bearing and distance of North 59°34'54" East, 70.0 feet, to the point of tangency of said curve; thence North 89°34'54" East, 130.54 feet to the POINT OF BEGINNING; thence continue North 89°34'54" East 535.16 feet, to an intersection with the coastal construction control line as recorded in Map Book 13A pages 1-14 of the public records of said county; thence North 01°16'15" West, 207.24 feet to an intersection with the northerly line of the South 600 feet of the North 1000 feet of said Government Lot 5; thence South 89°41'58" West along said northerly line 699.26 feet; thence South 00°25'06" East, 76.98 feet; thence North 89°34'54" East, 24.0 feet; thence South 00°25'06" East, 99.67 feet; thence North 89°34'54" East, 35.18 feet; thence South 00°25'06" East, 20.0 feet; thence North 89°34'54" East, 108.0 feet; thence South 00°25'06" East, 12.00 feet to the POINT OF BEGINNING.



Future Development Area

MAP SHOWING SURVEY OF

PORTION OF GOVERNMENT LOT 5 SECTION 9 TOWNSHIP 9 SOUTH RANGE 80 EAST ST. JOHNS COUNTY, FLORIDA

FOR STOKES COMPANY DATE September 1, 1961 SCALE 1\"/>

PUBLIC RECORDS OF ST. JOHNS COUNTY, FLA.

1962 SEP -2 PM 12: 44

Paul "Bud" Mankel CLERK OF CIRCUIT COURT

ATLANTIC OCEAN EXHIBIT H

Surveyed by [Name] [Date]