

DECLARATION OF CONDOMINIUM
OF
COLONY REEF CLUB I,
A CONDOMINIUM

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DECLARATION OF CONDOMINIUM
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KNOW ALL MEN BY THESE PRESENTS THAT:

COLONY REEF ASSOCIATES, LTD. (the "Developer"), hereby submits to Condominium ownership pursuant to Chapter 718, Florida Statutes, as amended (the "Condominium Act"), the land and all improvements now existing thereon and/or hereafter erected thereon and all equipment, furnishings, and fixtures now or hereafter conveyed or submitted to the Condominium (herein the "Property"), located in St. Johns County, Florida, described and shown on Exhibit "A", Sheets 4, 5 and 6, attached hereto and made a part hereof.

The Property and any additional property added to the Condominium by amendment to this Declaration, shall hereafter be known as Colony Reef Club I, a Condominium, and shall be subject to provisions, restrictions, reservations, covenants, and conditions and easements hereinafter set forth, all of which shall constitute covenants running with the land, binding upon owners and lessees of any part of the Property, and their heirs, successors, administrators and assigns.

ARTICLE I

DEFINITIONS

1.1 Association is Colony Reef Club Condominium Association, Inc., a non-profit Florida corporation organized to administer this Condominium. A copy of the Articles of Incorporation is attached hereto as Exhibit "B".

1.2 Dwelling Unit is a Unit as defined by the Condominium Act, subject to the boundary description in Article II of this

Declaration, together with the undivided interest in the Common Elements appurtenant thereto and an undivided share in the Common Surplus, and includes an obligation to bear a portion of the Common Expenses. Unless otherwise stated, the term Unit used herein means Dwelling Unit.

1.3 Owner is the person or entity owning in fee simple a Condominium Unit.

1.4 (a) Condominium Property is all of the property subjected to Condominium Ownership.

(b) Association Property is any and all property conveyed or leased to or acquired by the Association. Initially, the property described and shown on Exhibit "A", Sheets 1, 2 and 3, less and except the property described and shown on Exhibit "A", Sheets 4, 5, 6, 7, 8, 9, 10 and 11, shall be conveyed to the Association.

1.5 Common Elements are all of the Condominium Property except the Dwelling Units and shall include but not be limited to:

- (a) All improvements and parts of the Condominium Property not included within a Unit, which do not serve a particular Unit;
- (b) Easements through the Unit for conduits, ducts, plumbing, wiring and other facilities for furnishing utility services to the various Units and to the Common Elements;
- (c) All structural beams, posts and members within a Unit and an easement of support in every portion of a Unit which contributes to the support of a building;
- (d) All utility lines, equipment and installations which serve more than one Unit or the Common Elements;
- (e) All electrical appliances, apparatus and wiring, plumbing, pipes and apparatus, telephone wires, and

all other ducts, conduits, cables, wires or pipes (except television cables) which are outside of the boundaries of the Units;

- (f) All personal Property located on the Property used for the maintenance and operation of the Condominium and for the common use and enjoyment of the Owners except personal property owned by Unit Owners.

1.6 The Association may own and/or manage for the benefit of the Unit Owners up to eight (8) tennis courts, an outdoor swimming pool, a guest reception center/health club, and such personal property as the Developer shall purchase and convey or lease to the Association, if such facilities are built or acquired by the Developer and conveyed, leased, or submitted to the Association in accordance with the planned development of the Colony Reef Club Beach and Racquet Resort Project consisting of a total of two (2) Condominiums to be known as Colony Reef Club I and II.

1.7 Common Expenses. In addition to any Common Expenses set forth in the Condominium Act, or elsewhere in this Declaration, Common Expenses shall include, but not be limited to the following:

- (a) Fees and Expenses of managing and administering the Association;
- (b) Expenses of landscaping and maintenance of common areas, roadways, lighting, signs and recreational facilities;
- (c) Expenses of utility services for the Association Property and the Common Elements, including water, gas, electricity and sewer;
- (d) The cost of all insurance premiums on all policies of insurance, including insurance for the common

areas obtained by the Association pursuant to the Act or this Declaration;

- (e) The cost of exterior maintenance to paint, repair, replace and care for roofs, gutters, downspouts, exterior stairs and halls, porches, decks and exterior building surfaces of all Units, including pesticide treatment thereof, but not to include exterior maintenance of glass surfaces, air conditioning systems and lighting fixtures attached to Units which are the sole responsibility of Unit Owners;
- (f) Amounts determined by the Board of Administration to be reasonably required for such reserve fund or funds as the Board of Administration may, but shall not be required to, establish or maintain and for deficiencies arising from unpaid assessments;
- (g) Expenses declared Common Expenses by provisions of this Declaration or the Bylaws;
- (h) Any valid charge against the Condominium Property as a whole; or, any valid charge against the Association Property;
- (i) A pro rata share of the maintenance and operating expenses of facilities which are deeded to or acquired by the Association; and
- (j) Travel expenses of Association Board members for quarterly, semi-annual and annual meetings.

1.8 Common Surplus is all amounts held by the Association in excess of estimated current operating expenses and reserve funds.

1.9 Board of Administration is the Board of Administration of the Association which shall have the powers and duties specified in the Bylaws of the Association, a copy of which is attached hereto as Exhibit "C".

1.10 Condominium Documents. The Condominium Documents shall be the Declaration of Condominium, the Condominium Plat and Project Site Plan, the Articles of Incorporation and the Bylaws, the Prospectus, and the exhibits attached to said documents.

1.11 Condominium Plat and Project Site Plan. The Condominium Plat and Project Site Plan is attached hereto and by reference made a part hereof as Exhibit "F". It includes the Submitted Property (Colony Reef Club I), the existing Colony Reef Club I, the proposed Colony Reef Club II, and the proposed improvements for the multiple condominiums to be constructed in accordance with the Project Site Plan for Colony Reef Club Condominium Project.

1.12 The Colony Reef Club Condominium Project (the "Project") is a planned community which will be developed pursuant to a Project Site Plan. The Project Site Plan provides for the development of the Project in two (2) multiple Condominiums, with each Condominium having between fifty-four (54) and one hundred twenty (120) private dwelling Units. The maximum number of private dwelling units that will use facilities in common is 174 dwelling units, said number including the one hundred twenty (120) private dwelling units located in Colony Reef Club I, A Condominium (referred to herein as "Colony Reef Club I").

1.13 Additional Recreational Facilities and Improvements. As Condominium II is constructed as a part of the Project, certain additional recreational facilities and improvements may be constructed. Some or all of these facilities and improvements may be conveyed or leased by the Developer to the Association and will be for the use and benefit of all unit owners within the Project.

ARTICLE II

DESCRIPTION OF CONDOMINIUM

The Developer is constructing the Units described in Article III and Article IV hereof on the land described in Exhibit "A"

hereto, and more particularly shown and delineated together with other improvements on the Survey and Condominium Graphics attached hereto as Exhibit "A", Sheets 1 through 15.

ARTICLE III

OWNERSHIP OF UNITS AND BOUNDARIES

3.1 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 the Condominium Act, Condominium Documents and other covenants, restrictions and easements of records. Each Owner shall be entitled to exclusive possession of his Unit subject to the provisions of the Condominium Documents.

3.2 The boundaries of each Unit shall be determined as follows:

- (a) The upper horizontal boundary shall be the lower surface of the unfinished ceiling of the uppermost level of each part of the Unit.
- (b) The lower horizontal boundary shall be the plane or upper surface of the unfinished floor of the lowest floor level of each part of the Unit.
- (c) The vertical boundary shall be the interior of the unfinished walls of the Unit.
- (d) Each Unit Owner shall also own the doors, window glass, patios, porches and decks of his Unit and any exterior air conditioning equipment appurtenant to the Unit.

ARTICLE IV

UNITS AND APPURTENANCES

4.1 Each Unit shall include an undivided interest in the Common Elements, Common Expenses, and Common Surplus of (a) the

Condominium, and (b) the Association. Said undivided interest in the Condominium, undivided interest in the Association, and number of votes in the Association for each Unit within the Condominium are set forth on Exhibit "D" attached hereto and by reference made a part hereof.

The undivided interest in the Common Elements, Common Expenses and Common Surplus of the Condominium are allocated among the Condominium Units for assigning an equal share to each Unit, or a one-one-hundred-twentieth (1/120th) interest per Unit.

The undivided interest in the Common Elements, Common Surplus, votes in the Association and liability for Common Expenses are allocated among the Condominium Units by assigning an equal share to each Unit [initially a one-one-hundred-twentieth (1/120th) interest per Unit]. Upon expansion of the Project by the use of multiple Condominiums as described herein the undivided interest in the Common Elements, Common Surplus, votes in the Association and liability for Common Expenses shall be reallocated among the total number of Condominium Units in the Project, as shown on Exhibit "D", on the same basis, to-wit: Each Unit shall have assigned to it an equal share based upon a fraction, the numerator of which shall be one (1) and the denominator shall be the total number of Units in the Condominium including the Units in the additional Condominium created as a part of the Project.

Each Owner, the Developer and the Association may use the Common Elements for the purposes for which they are maintained, but no such use shall hinder or encroach upon the lawful rights of other Owners. The Common Elements shall remain undivided and no Owner or any other person shall bring any action for partition or division of the whole or any part thereof. Shares of Owners in the Common Elements as stated in this Declaration may be altered only by amendment of the Declaration executed by all of the Owners of Units in the Project or by the Developer in

accordance with the expansion of the Project by multiple Condominiums.

4.2 Membership in the Association. The Owner of a Unit shall be a member in the Association and shall have an interest in the funds and assets of that corporation equal to his percentage interest in the Common Elements as shown on Exhibit "D".

4.3 Voting Rights. For each Unit owned, one person (who shall be the Unit Owner if only one person owns the Unit) shall be designated and known, and is hereinafter referred to as the "Voting Member". If a Unit is owned by more than one person, the Owners of said Unit shall designate one of them as the Voting Member or in the case of a corporate, partnership, or trust Unit Owner, an officer, partner, trustee or employee thereof shall be the Voting Member. The vote of each Voting Member shall not be divisible.

4.4 Easements. Each Unit shall have as an appurtenance the following easements.

- (a) An exclusive easement for the use of the air space occupied by the Unit as it exists in any particular time.
- (b) An easement through all Common Elements for ingress, egress, maintenance, repair and replacement.
- (c) Easements through Units for maintenance, repair and replacement of the Unit and Common Elements and for other necessary purposes. Such access shall be only during reasonable hours except in case of emergency.

ARTICLE V

DEVELOPER'S UNITS AND PRIVILEGES

5.1 Right to Own and Sell. Notwithstanding anything herein to the contrary, the Developer (which term shall include its

agents, partners, officers and/or directors, as the case may be) has the irrevocable power to sell, lease or rent Units to any person. Developer shall have the right to transact on the Association Property and the Condominium Property any business necessary to consummate the sale, lease or rental of Units, including but not limited to the right to maintain models, have signs, maintain an office and employees on the Property and maintain and use the Common Elements to show the Units. A sales and rental office, sales and rental signs and all items pertaining to sales and rentals shall be considered Common Elements and shall remain the property of the Association.

5.2 Developer's Obligation for Common Expenses. The Developer shall be exempt from payment of any Common Expenses attributable to Units owned by the Developer in the Condominium until the first day of the fourth calendar month following the month in which the closing of the sale of the first Unit occurs. However, during the exemption period Developer shall pay the portion of Common Expenses incurred which exceed the amount assessed against other Unit Owners.

5.3 Right to Change, Divide or Combine Units. As to Colony Reef Club II, the Developer reserves the right to change the architectural design, interior or exterior, of any Unit, and to divide or combine one or more Units or portions thereof at any time prior to the sale of such Units by the Developer, provided that the share of the Common Elements, Expenses and Surplus applicable to such divided or combined Units shall include all of the shares of ownership interest in the Common Elements, Expenses and Surplus attributed to the Units affected.

5.4 Easement for Access and Utilities. The Developer expressly reserves for itself and for the benefit and use of the remaining multiple Condominiums and their respective Unit Owners, tenants and invitees, a perpetual and assignable easement for

ingress and egress and for all utility installation and maintenance over, across and under all the roadways, parking areas, Common Elements and Association Property now or hereafter constructed on the property described on Exhibit "A".

5.5 Developer's Right to Manage. When Unit Owners other than the Developer own fifteen (15%) per cent or more of the total number of Units in a Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect one-third (1/3) of the members of the Board of Administration of the Association. Unit Owners other than the Developer are entitled to elect two-thirds (2/3) of the members of the Board of Administration of the Association at the earlier of:

- (a) Three (3) years after fifty (50%) per cent of the total number of Units (174) that will be operated ultimately by the Association have been conveyed to Purchasers;
- (b) Three (3) months after ninety (90%) per cent of the total number of Units (174) that will be operated ultimately by the Association have been conveyed to Purchasers;
- (c) When all the Units (174) that will be operated ultimately by the Association have been completed, some of them have been conveyed to Purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or
- (d) When some of the Units have been conveyed to Purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business.

Developer shall be entitled to elect at least one-third (1/3) of the Board of Administration of the Association so long as the Developer holds for sale in the ordinary course of business at least five (5%) per cent of the total number of Units in a Condominium operated by the Association.

5.6 Prohibited Actions. So long as the Developer is the Owner of record title to any Unit, and holds that Unit for sale in the ordinary course of business, none of the following actions may be taken without approval in writing from the Developer:

- (a) Assessments of the Developer as a Unit Owner for capital improvements;
- (b) Any action that would be detrimental to the sale of Units by the Developer; provided, however, that a uniform increase in assessments for Common Expenses without discrimination against the Developer shall not be deemed detrimental.

5.7 Reservations. Excluding Colony Reef Club I, Developer hereby reserves unto itself, its successors and assigns, the following rights/options to be exercised at its sole discretion:

- (a) The right to change the number, size, location, configuration and design of Condominiums within the Project, Units and recreational facilities within any Condominium, and the Project Site Plan, provided that the maximum number of Units shall not exceed 174.
- (b) To construct upon the Additional Property, sales, rental and management offices to be owned by the Developer and under its control so long as any Unit in any subsequent Condominium remains unsold, after which period said offices may be conveyed by Developer and accepted by the Association without charge; provided, however, Developer reserves the option for itself, its successors and assigns, to

lease such offices. Said rental option is also reserved in the event Developer decides to convey said offices to the Association prior to the time of consummating sales of all of the Units in the Project.

5.8 Easement. The Developer reserves for the owners of units in Colony Reef Club II, and their guests, tenants and invitees, an easement for the use and enjoyment, in common with the unit owners hereunder and their guests, tenants and invitees, of all of the Common Elements hereunder and the Association Property, including, but not limited to, the tennis courts, swimming pool, play area and related facilities, provided:

- (a) No more than 174 units (including units in this Condominium) shall be constructed on the Submitted Property and Remaining Property and shall have the easement rights contained herein.
- (b) The Unit Owners enjoying such easement rights shall share with the Unit Owners hereunder the cost of operating and maintaining the aforesaid portions of the Common Elements and Association Property.

ARTICLE VI

THE ASSOCIATION

6.1 Duties. The Association shall administer, manage, maintain and repair the Association Property and the Condominium Property (except for the portions of Units to be maintained and repaired by Owners).

The Association shall also administer, manage, maintain and repair any additional recreational facilities and other improvements conveyed or leased to it in the development of the Project as a multiple Condominium project.

6.2 Members and Voting. All persons owning a vested interest of record in the fee title to any condominium Unit shall

automatically be members of the Association and their respective membership shall terminate as their vested interest in the fee title to the condominium Unit is terminated. Membership in the Association cannot be transferred, assigned or pledged in any manner except as an appurtenance to the respective Unit.

6.3 Powers. Each Owner shall be entitled to one vote in the Association for each Condominium Unit owned by him, which shall be exercised only by that Owner or his proxy. If a person owns more than one Unit, he shall be entitled to one vote for each Unit owned. In the event a Unit is owned by more than one person or by a corporation, trust or other entity, the individual entitled to cast the vote for that Unit shall be designated by a certificate filed with the Secretary of the Association and signed by all joint Owners of the Unit or by an authorized agent of the corporation or other entity. The Association has all of the rights and powers available to a non-profit corporation under the laws of the State of Florida, the powers in the Condominium Act, and the rights, powers and duties created by this Declaration and the Condominium Documents.

6.4 Expenses. All expenses of the Association shall be assessed as Common Expenses of the Owners, as provided in the Bylaws.

ARTICLE VII

MAINTENANCE, ALTERATION AND REPAIR

The responsibility for the maintenance and repair of the Condominium Property and the Association Property shall be as follows:

7.1 Association. The Association shall maintain, repair and replace:

- (a) All Common Elements, including but not limited to the outside surface of exterior doors, all boundary walls of the Units except interior surfaces, all

portions of the Unit contributing to the support of the building, the outside walls, floor and ceiling slabs, load bearing walls, and floor slabs of patios, and all fixtures on the exterior.

- (b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the Units, except those facilities which are the responsibility of the Owners to maintain, and all facilities contained within a Unit that service parts of the Condominium other than Units in which they are contained.
- (c) All balconies, porches, decks and patios.
- (d) All recreational facilities and other improvements submitted, conveyed, or leased to the Association in accordance with the plan of development of the Project as a multiple Condominium project.
- (e) All other items which the Board of Administration of the Association determines shall be maintained, repaired or replaced by the Association in accordance with uniform policies, consistently applied.

The Association shall have access to each Unit during reasonable hours as may be necessary for repair or maintenance and shall have such rights of access in emergencies as are necessary to prevent damage to a Unit or to the Common Elements.

7.2 Owner. The Owner shall:

- (a) Maintain, repair and replace all portions of each Unit except the portions to be repaired and replaced by the Association. The areas to be maintained by the Owners shall include but not be limited to:
 - (1) Heating and air-conditioning equipment within the Unit and the ducts, pipes, wiring, controls, and other apparatus serving only

that Unit, even though located outside the Unit boundary.

- (2) All kitchen and bathroom fixtures, apparatus and equipment.
- (3) All electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes, and conduits within the unfinished surfaces of the boundary walls of the Unit, and any such items serving only one Unit, even though located outside the Unit boundary.
- (4) All doors within the Units, excluding the exterior surface of the front door, but including all others which open to the Unit from an entranceway or the outside, interior walls and partitions, wall decorations and built-in furniture, windows, and window apparatus and glass, sliding glass doors, screens and screen supports.
- (b) Not install any mechanical equipment which causes annoyance to the occupants of other Units.
- (c) Not paint or otherwise decorate or change any portion of the exterior of the building including balconies, without the prior written approval of the Board of Administration.
- (d) Promptly report to the Association any defects or need for repairs for which the Association is responsible.

If the Owner shall fail to commence and diligently pursue the maintenance and repair required by this paragraph within ten (10) days after receiving written notice of his failure to do so from the Association, the Association shall have the right to make such repairs, maintenance or replacement at the expense of

the Owner. If the Owner fails to reimburse the Association for such expenses upon demand, the Association shall have a lien for such expenses upon that Owner's Condominium Unit.

7.3 Alterations and Improvements. Neither an Owner nor the Association nor any other party (except the Developer as specifically set forth herein) shall make any alteration or additions or removals in the portions of a Unit that are to be maintained by the Association or do anything that will jeopardize the safety or soundness of the building or impair any easements without first obtaining approval in writing of the Board of Administration. A copy of plans for such work prepared by an architect licensed to practice in Florida shall be filed with the Association prior to the start of any such work, the cost of which exceeds \$5,000.00. Alterations, additions or removals to the Common Elements may be made only upon approval of the Board of Administration.

7.4 Reconstruction or Repair After Casualty.

(a) Damage or Destruction to Condominium Units. In the event of damage to or destruction of any Unit, the Association shall cause the same to be restored, and any funds required for such restoration in excess of the insurance proceeds attributable thereto shall be paid by the Unit Owner of such Unit; provided, however, that in the event the Unit Owner of such Unit together with the Unit Owners of other Units to which two-thirds (2/3) of the votes in the Association appertain, agree not to restore such Unit, the same shall not be restored and the entire undivided interest of Association Property and the Common Elements appertaining to that Unit shall thenceforth appertain to the remaining Units, being allocated to them in proportion to their relative voting strength in the Association and liability for Common Expenses, respectively.

(b) Damage or Destruction to Association Property or Common Elements. In the event of any damage or destruction to Association Property or Common Elements and not to any portion of

any Unit, the portion thereof damaged or destroyed shall be repaired or restored unless the Board of Administration votes not to repair or restore. The Board of Administration shall hold any insurance proceeds paid in connection therewith, provide for the repair or restoration, impose any special assessments if the insurance proceeds are insufficient to cover the cost thereof and determine the disposition of any excess proceeds if the insurance proceeds exceed the cost of repair or restoration or if no repair or restoration be undertaken.

ARTICLE VIII

INSURANCE

The Association shall obtain and maintain policies of insurance covering the Condominium Property, the real property of the Unit Owners and any property and facilities owned by the Association. Subject to the following, the Board of Administration shall have discretion in obtaining such policies:

8.1 Casualty Insurance. The Association shall obtain casualty insurance covering all buildings, improvements and personal property included in the Common Elements and the real property of the Unit Owners and Association Property in an amount equal to their maximum replacement value with deductible provisions against loss or damage by fire and other hazards covered by standard fire and extended coverage policies and such other risks including, but not limited to, flooding, vandalism and malicious mischief and such other insurance for the Association as is desirable.

8.2 Public Liability Insurance. The Association shall obtain insurance insuring the Association and each Owner against liability for accidents occurring on any of the Condominium Property or Association Property, and for errors and omissions of the members of the Board of Administration.

8.3 Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that any increase in premiums caused by use of a Unit for purposes other than as a residence, or by misuse, occupancy or abandonment of a Unit shall be assessed against the responsible Owner. If requested to do so, the Association shall furnish evidence of payment of premiums to Owners or mortgagees.

8.4 Proceeds. All proceeds of insurance policies purchased by the Association shall be payable to the Association and the Unit Owners. The Association shall hold the proceeds it receives in trust, to be distributed as provided herein.

8.5 Association as Agent. The Association is irrevocably appointed agent for each Owner and for each mortgagee or other lienholder and for each Owner of any other interest in the Condominium Property to adjust all claims affecting the Common Elements arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims.

8.6 Notice of Actions. If any action shall be brought against the Association which might result in a judgment for an amount greater than the insurance coverage carried by the Association, then the Association shall promptly notify the Unit Owners and they shall have the right to intervene and defend their interest.

8.7 Insurance Review. The Board of Administration shall conduct an annual insurance review which will include a replacement cost appraisal, without respect to depreciation, of all insurable Improvements on the Condominium Property and Association Property (with the exception of improvements made by the respective Owners at their expense) by one or more qualified persons, conducted preferably by an engineer or appraiser approved or employed by the insurance carrier whose policy is then in force, or from whom a policy is to be obtained.

ARTICLE IX

COMMON EXPENSES: ASSESSMENTS AND LIENS

9.1 Common Expenses. Each Unit Owner shall pay his portion of the Common Expenses as defined herein and any other expense designated as Common Expense by the Florida Condominium Act, or the Condominium Documents. In addition, the allocation for shares of liability for normal Common Expenses shall include:

- (a) Any expenditures by the Association benefiting fewer than all of the Units shall be specially assessed equitably among all of the Condominium Units so benefited; and
- (b) Any expenditures by the Association occasioned by the conduct of fewer than all of those entitled to occupy all of the Units or by the tenants, licensees or invitees of any such Unit or Units shall be specially assessed against the Condominium Unit or Units.

9.2 Budget. The Board of Administration shall approve annual budgets of projected expenses for each fiscal year and assess each Owner for his proportionate share of such expenses.

9.3 Payment. Each Unit Owner's assessment for his Unit shall be due and payable to the Association in twelve (12) equal monthly installments in advance unless some other less frequent payment schedule is adopted by the Board of Administration. In addition, each Unit Owner shall pay to the Developer at the closing of the purchase of his Unit the sum of \$240.00 to cover Developer's working capital requirements for each Unit. Amounts payable to the Developer's Capital Expenditures Fund are not to be considered as advance payment of regular assessments. If necessary to cover unanticipated expenditures which may be incurred during the fiscal year, the Board of Administration may levy special assessments against Unit Owners in proportion to

their share of the Common Expenses. In addition, the Board of Administration may assess Owners for certain expenses attributable solely to their Unit. Such assessments may be for costs specifically provided herein (such as reconstruction or repair after casualty) or may be in the discretion of the Board of Administration.

9.4 Liens and Late Charges. Any assessments provided for in this Declaration which are not paid when due shall bear interest from the due date until paid at the maximum rate allowed by law or such lower rate as the Board of Administration shall determine, shall be subject to a late charge as may be set and uniformly applied by the Board of Administration and shall entitle the Association to an attorney's fee in the collection thereof. The Association shall have a lien on each Condominium Unit as provided in Section 718.116, Florida Statutes, and any amendments thereto for any assessment, interest, late charge, expenses, and attorney's fees provided for in this Declaration. Such liens shall not attach until a notice of lien is recorded in the public records of the County in which the Property is located, and a copy thereof is furnished to the record Owner of the Condominium Unit. In addition, the Association shall have all other remedies provided by the Condominium Act and other applicable laws for the collection of the above, or the enforcement of its lien. The Board of Administration may require Owners to maintain a minimum balance on deposit with the Association for working capital and other contingent expenses.

9.5 Assessment at Closing. At the time of initial conveyance of a Unit by Developer, the Purchaser thereof shall pay to the Association the pro rata assessment and to the Developer an amount equivalent to the pro rata share of the annual insurance premium attributable to the Unit for one year's premium.

ARTICLE X
USE RESTRICTIONS

The Condominium Property shall be used for residential purposes only, subject to the following:

10.1 Lawful Use; Nuisances. All Owners and occupants of Dwelling Units shall comply with all applicable laws, ordinances and regulations of all governmental bodies having jurisdiction over the Condominium Property. No nuisances shall be allowed on the Condominium Property, nor any use or practice which annoys or interferes with residents. No loud or objectionable noises or odors which may disturb adjacent Units shall be permitted. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No Owner shall make or permit any use of his Condominium Unit which will increase the rate of insurance upon the Condominium Property.

10.2 Dogs and Other Pets. Dogs, cats and other pets shall be prohibited.

10.3 Parking. All parking areas and all driveways shall be used only for parking and driving. No boats, trailers, trucks or recreational vehicles may be kept or stored without the prior written approval of the Board of Administration. There shall be at least one parking space in a convenient location reserved for handicapped persons.

10.4 Residential Use. Each Unit is hereby restricted to use by its Owner, the Owner's family, servants and guests, tenants or leasees, as a residence only and shall in no event be used at any time for any purpose other than residential purposes. The rental or leasing by an Owner of his Unit for residential purposes shall not be prohibited, regardless of the term of occupancy.

The Developer and its duly authorized agents, representatives and employees shall have the right to maintain a sales

office and model Units on the Condominium Property or the Association Property so long as Developer owns any Condominium Unit for the purpose of sale, or so long as the Developer owns any Additional Property.

10.5 Miscellaneous Restrictions. The Unit Owners shall:

- (a) Not divide or subdivide any Units into a smaller Unit, nor sell, lease, rent or otherwise transfer any portion of any Unit. No structure of a temporary character, trailer, basement, tent, shack, carport or other outbuilding shall be erected or used as a residence or for any other purpose on any portion of the Condominium at any time.
- (b) Not obstruct any portion of the Common Elements, nor store anything in the Common Elements without the prior written consent of the Board of Administration.
- (c) Not do or keep anything in any Unit or in the Common Elements which will increase the rate of insurance on the Condominium or any portion thereof, without the prior written consent of the Board of Administration. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Condominium or any portion thereof, or which would be in violation of any law. No waste shall be committed on the Common Elements.
- (d) Not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls, balconies or doors of any portion of the Condominium, and no sign, awning, canopy, shutter or radio or television antenna

shall be affixed to or placed on the exterior walls or doors, roof, patios or balconies, or any part thereof or exposed on or at any window, without the prior written consent of the Board of Administration.

- (e) Not place any "for sale", "for rent" or "for lease" signs on any part of the Condominium or on any Unit therein which do not conform to such regulations which specify size, shape, color, and placement as may be adopted by the Board of Administration, and in no event will any sign be larger than one (1) foot by two (2) feet. No window displays or advertising shall be maintained or permitted on any part of the Condominium or in any Unit therein. Provided, however, that the Developer and its duly authorized agents, representatives and employees shall have the right to maintain advertising and for sale signs on the property so long as Developer owns any Condominium Unit for the purpose of sale, or so long as Developer owns any Property Reserved for Additional Condominiums.
- (f) Not place any garbage cans in the Common Elements, except as may be of a design and at a location approved by the Board of Administration.
- (g) Not plant or garden or erect or maintain fences, hedges or walls within the Common Elements except as the Board of Administration, in its sole discretion, may deem appropriate. No sidewalks, doorsteps, entrances or passageways shall be obstructed, encumbered or used other than for the ingress and egress to and from Units. These restrictions are for the mutual benefit, safety and

protection of all Owners and Unit residents and visitors.

- (h) Abide by such restrictions, Rules and Regulations governing the use of the Condominium Property and the Association Property as are deemed necessary to insure the protection and beneficial enjoyment thereof by all the Owners as such restrictions, rules and regulations are promulgated and published by the Board of Administration.

10.6 Rules and Regulations. The Board of Administration shall adopt reasonable Rules and Regulations for the use of the Condominium Property and the Association Property which may be amended from time to time, provided that the Rules and Regulations do not conflict with this Declaration or the Bylaws of the Association. The Association shall furnish copies of the Rules and Regulations to all Owners and residents of the Condominium. The Board of Administration may enforce the Regulations by reasonable means including imposing fines which shall become assessments against the Unit Owners. All Owners and residents shall abide by the Rules and Regulations and Bylaws of the Association. The Board of Administration or its designated agent shall have the right, without a breach of the peace, to enter any Unit after reasonable advance notice at any reasonable time to determine compliance with the Condominium Act, this Declaration, the Bylaws and the Rules and Regulations of the Association.

ARTICLE XI

MULTIPLE CONDOMINIUMS

11.1 Additional Property. The Condominium Plat and Project Site Plan depict both the Submitted Property and certain other property (the Additional Property). The description of the Additional Property is attached hereto as Exhibit "E" and is

shown on the Condominium Plat and Project Site Plan (attached hereto as Exhibit "F").

11.2 Option to Add Condominiums to the Project. The Developer, for itself and its successors and assigns hereby reserves the option to create multiple Condominiums on any or all of the Additional Property. This option shall expire on December 31, 1998; provided, however, the Unit Owners of Condominium Units to which two-thirds (2/3) of the votes in the Association appertain, exclusive of any vote or votes appurtenant to any Condominium Unit or Units owned by the Developer, may consent to the extension of this option from year to year for a maximum additional ten (10) year period by an affirmative action within six (6) months prior to the date upon which this option would otherwise have expired.

11.3 Additional Units. The aggregate maximum number of additional Units which may be created on the Additional Property by the creation of multiple Condominiums is 54. The total number of Condominiums contemplated in the Project is two (2); the tentative site plan for the Project is shown on Exhibit "F" attached hereto and by reference made a part hereof; and the number of Units planned for each Condominium and a description of the amenities planned for each Condominium is shown on Exhibit "G" attached hereto and by reference made a part hereof. Provided, however, that, with respect to Colony Reef Club II, Developer reserves the right in its sole discretion to modify the sequence, size, configuration, location, design of the Condominium, Condominium Units and recreational facilities which may be constructed as a part of the Project. No assurances are made as to what other improvements, if any, will be made on any portion of the Additional Property. As to the Condominium to be added to the Project, the Developer reserves the right to convey or lease the recreational facilities and common area improvements of said Condominium to the Association.

11.4 Option Limitations. Other than as stated herein, the Developer's option to construct or not construct an additional Condominium is without limitation.

11.5 Time-share estates will not be created with respect to Units in any Condominium.

ARTICLE XII

AMENDMENTS TO DECLARATION

By recorded supplement, this Declaration may be amended or modified as provided in the Condominium Act and as follows:

12.1 For the purpose of clarifying any provisions of this Declaration:

(a) By the Developer until such time as the Developer shall have relinquished control of the Association as provided herein above; and thereafter,

(b) By the affirmative action of two-thirds (2/3) of the votes of the Association at a meeting called and held in the manner prescribed by the Bylaws for amendments thereof.

(c) Provided, however, that no such modification shall change the substantive provisions hereof or materially alter the rights of any Owner or the Developer established hereunder.

ARTICLE XIII

TERMINATION

The Condominium may be terminated in the following ways:

13.1 Agreement. The Condominium may be terminated by the approval in writing of the Association and all of the Owners and mortgagees of record of all of the existing Condominiums within the Project.

13.2 Certificate. The termination of the Condominium shall be evidenced by a certificate of the facts effecting the termination, which certificate shall become effective on being recorded in the public records.

13.3 Shares of Owners After Termination. After termination of the Condominium, the Owners shall own the Condominium Property, including the right to insurance proceeds, if any, 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 Owners. Such undivided shares of the Owners shall be the same as the undivided shares in Common Elements appurtenant to the Owners' Units prior to the termination. Following termination, any Owner may request distribution to him of his proportionate share in all liquid assets of the Association, but Owners shall not have the right to partition the Property and by their acceptance of this Declaration shall be deemed to have waived such right to partition.

ARTICLE XIV

SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any article, paragraph, section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Articles of Incorporation, Bylaws or Rules and Regulations of the Association, or any other document governing the Condominium shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 13th day of November, 1984.

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

COLONY REEF ASSOCIATES, LTD.,
a Florida Limited Partnership

By: 14 East State Street, Ltd.,
its General Partner

By: *[Signature]*
Erwin A. Friedman, President

Attest: *[Signature]*
Stephen S. Friedman,
Secretary

(Corporate Seal)

[Signature]
GINA A. REED
Notary Public and Witness

Notary Public, Chatham County, Ga.
My Commission Expires May 11, 1989

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

I hereby certify that on this day before me, an officer duly qualified to take acknowledgements, personally appeared ERWIN A. FRIEDMAN and STEPHEN S. FRIEDMAN, as President and Secretary, respectively, of 14 EAST STATE STREET, LTD., a Georgia corporation, which is the General Partner of COLONY REEF ASSOCIATES, LTD., a Florida limited partnership, known to me to be the persons described in and who executed the foregoing Declaration of Condominium and they acknowledged before me that they are authorized on behalf of the limited partnership to execute the same and same is the act and deed of said limited partnership.

Witness my hand and official seal in the county and state last aforesaid, this 13th day of November, 1984.

Gina A. Reed
Notary Public

GINA A. REED
Notary Public for Chatham County, Ga.
My Commission Expires May 11, 1985

COLONY REEF CLUB I A CONDOMINIUM ST. JOHNS COUNTY, FLA.

COLONY REEF CLUB - LEGAL DESCRIPTION FOR ASSOCIATION PROPERTY:

The South 300.00 feet of Government Lot 4, together with the North 100.00 feet of Government Lot 5, lying East of State Road A-1-A, being a portion of Section 15, Township 8 South, Range 30 East, St. Johns County, Florida being more particularly described as follows: COMMENCE at the Northwest corner of said South 300.00 feet of Government Lot 4, being on the Easterly right-of-way line of State Road A-1-A, being the Northwest corner of said property, being POINT OF BEGINNING OF PARCEL; thence North 89° 24' 30" East, 1195.05 feet to a point on the Coast Construction Setback Line as established by the plans prepared by the State of Florida Department of Natural Resources dated April 1974; thence North 89° 24' 30" East, 385 feet more or less to the approximate Mean High Water line of the Atlantic Ocean; thence Southerly along and around said approximate Mean High Water line, 400 feet more or less to the Southerly Property Line; thence along said line South 89° 24' 30" West, 295 feet more or less to the Intersection of said line with Coastal Construction Line; thence South 89° 24' 30" West, 674.45 feet; thence North 00° 35' 30" West, 78.70 feet; thence North 89° 24' 30" East, 115 feet; thence North 00° 35' 30" West, 101.00 feet; thence South 89° 24' 30" West, 19.0 feet; thence South 89° 24' 30" West, 212.75 feet; thence North 00° 35' 30" West, 147.80 feet; thence South 89° 24' 30" West, 135.54 feet to the P.C. of a curve to the left having a radius and central angle of 136.92 feet and 80° 42' 11"; thence around the arc of the curve 192.85 feet to the P.T. of said curve; thence South 00° 35' 30" East, 86.0 feet; thence North 89° 24' 30" East, 150.0 feet; thence South 00° 35' 30" East, 167.70 feet to the South line of the North 100 feet of said Government Lot 5; thence South 89° 24' 30" West, 219.67 feet along said South line to the East right-of-way line of State Road No. A-1-A; thence North 12° 23' 20" West, 7.19 feet along said East right-of-way line to a concrete monument; thence continue on said East right-of-way line North 130° 21' 09" West, 402.91 feet to the Point of Beginning. Said parcel contains + 11.22 acres.

LESS AND EXCEPT:

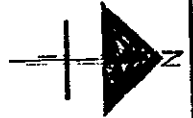
(See property described and shown on Sheets 4, 5, 6, 7, 8, 9, 10 and 11 hereto.)

PREPARED BY:

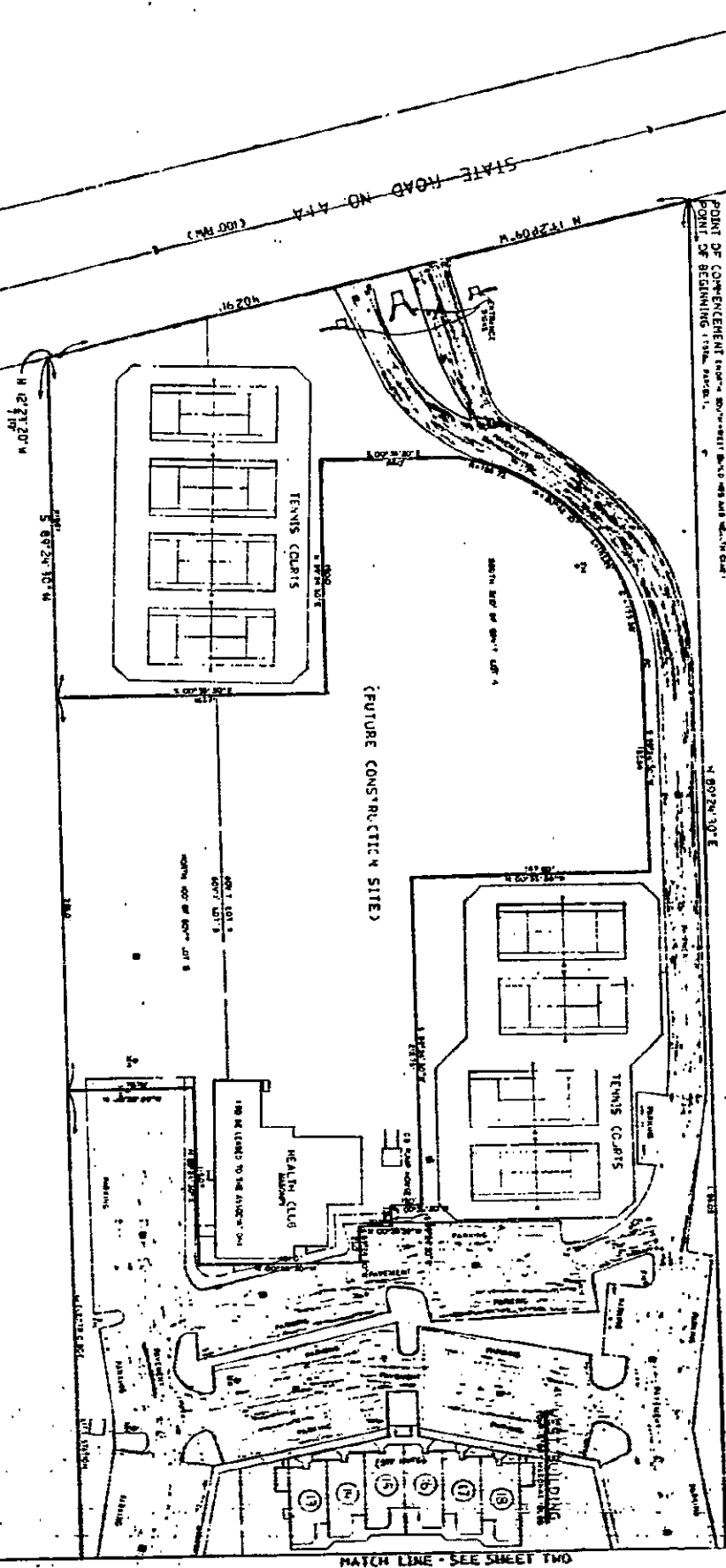
Paul L. Taylor, Land Surveyor
141 King Street
S.C. Augustine, FL 32084
(904) 824-1427

EXHIBIT A SHEET 1

COLONY REEF CLUB 1
A CONDOMINIUM
ST. JOHNS COUNTY, FLA.



OCEAN GALLERY



REMAINDER GOV. LOT 5

I HEREBY CERTIFY that I have surveyed the lands as shown in the above caption and described in the attached legal description and there are no encroachments to the best of my knowledge except as shown in this sketch is an accurate representation thereof. This survey complies with Section 472.07, FLORIDA STATUTES.

Paul L. Taylor

Paul L. Taylor, P.L.S.
Registered Surveyor #2674 FL

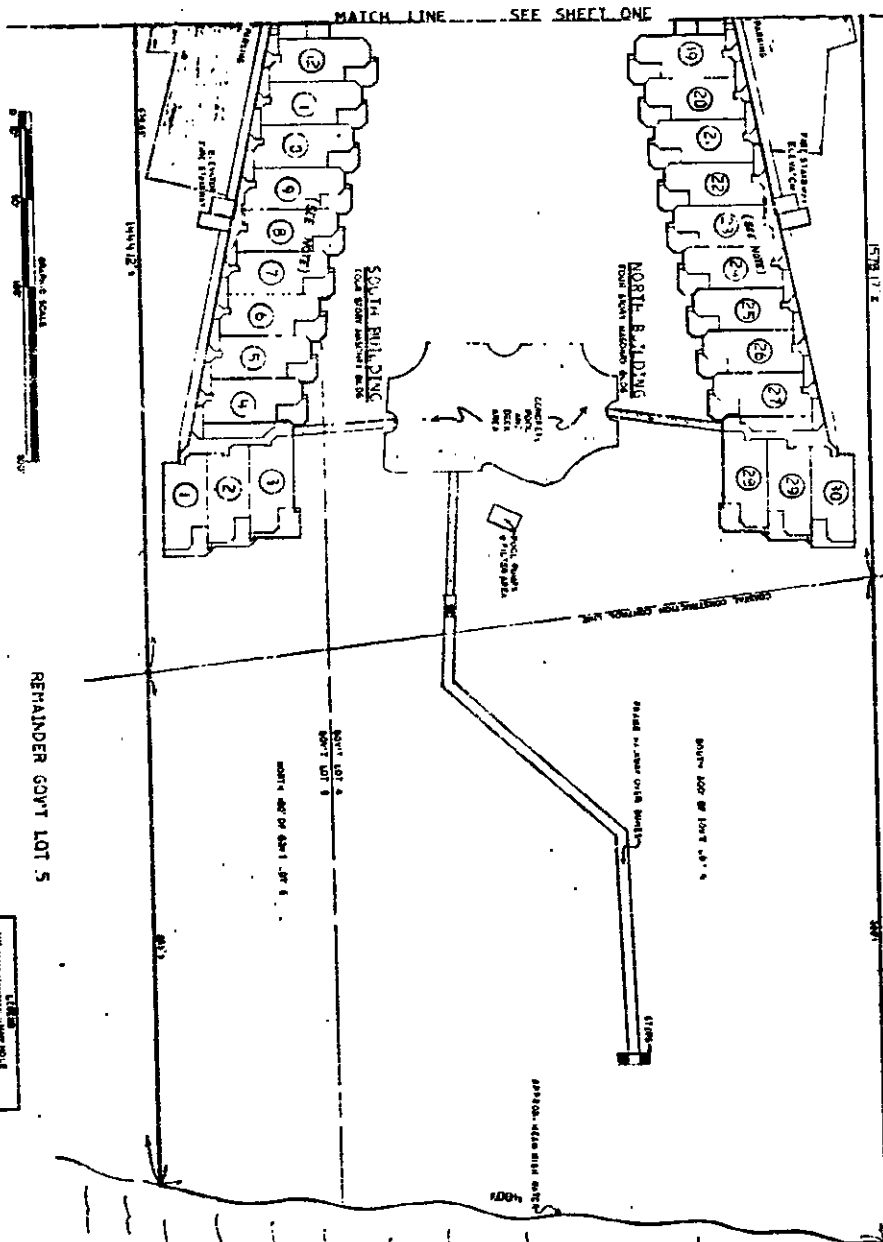
EXHIBIT A SHEET 2

SURVEY AND SITE PLAN
PREPARED BY:
PAUL L. TAYLOR, LINO SURVEYOR
IN KING STREET
ST. JOHNS COUNTY, FLA. 32054
PAGE 1 OF 2 DRAWN 11-11-85

COLONY REEF CLUB I

A CONDOMINIUM
ST. JOHN'S COUNTY, FLA.

OCEAN GALLERY



NOTE: BUILDINGS NOT TO SCALE

Page 1 of 3

EXHIBIT A SHEET 3



SURVEY AND SITE PLAN

PREPARED BY
PAUL L. TAYLOR, LAND SURVEYOR

ST. AUGUSTINE, FLA. 32084

PAGE 2 OF 2 DRAWN: JH/PHW

A CONDOMINIUM

BUILDING", LEGAL DESCRIPTION

[illegible]

PREPARED BY:

Paul L. Taylor, Land Surveyor
141 King Street
St. Augustine, Fl 32084
(904) 824-1427

EXHIBIT A SHEET 4

COLONY REEF CLUB I A CONDOMINIUM ST. JOHNS COUNTY, FLA.

SOUTH BUILDING - TYPICAL FLOOR PLAN

4 STORY MASONRY BUILDING



POINT OF COMMENCEMENT
N.W. PROPERTY CORNER
FIRE STAIRS
POINT OF BEGINNING
METER ROOM
SW PROPERTY CORNER
N 89°24'30"E
829.45
S 12°25'20"E
402.91
S 13°21'09"E
77.67
N 0°35'30"W

ELEVATOR
L66
FIRE STAIRWELL

PREPARED BY:

Paul L. Taylor, Land Surveyor
141 King Street
St. Augustine, FL 32084
(904) 824-1427

Note: 1st floor units numbered 1A thru 12A
2nd floor units numbered 1B thru 12B
3rd floor units numbered 1C thru 12C
4th floor units numbered 1D thru 12D
2nd, 3rd and 4th floor have handrails on decks and corridors. See sheet titled South Building boundary lines and legal description.

EXHIBIT A SHEET 5

COLONY REEF CLUB I A CONDOMINIUM ST. JOHNS COUNTY, FLA.

WEST BUILDING

LINE	BEARING	DISTANCE
1	N89°24'30"E	15.33'
2	S00°35'30"E	8.67'
3	N89°24'30"E	37.77'
4	S00°35'30"E	22.0'
5	S44°24'30"W	6.7'
6	S00°35'30"E	19.0'
7	S44°24'30"W	7.0'
8	S00°35'30"E	44.0'
9	S45°35'30"E	7.0'
10	S00°35'30"E	19.0'
11	S45°35'30"E	6.7'
12	S00°35'30"E	22.0'
13	S89°24'30"W	37.77'
14	S00°35'30"E	8.67'
15	S89°24'30"W	15.3'
16	N00°35'30"W	5.0'
17	S89°24'30"W	5.0'
18	N18°43'36"W	70.11'
19	S89°24'30"W	28.9'
20	N00°35'30"W	19.4'
21	N89°24'30"E	28.9'
22	N17°32'36"E	70.11'
23	N89°24'30"E	5.0'
24	N00°35'30"W	5.0'

"WEST BUILDING", LEGAL DESCRIPTION

A portion of the South 300 feet of Government Lot 4 and the North 100 feet of Government Lot 5, both lying in Section 15, Township 8 South, Range 30 East, St. Johns County, Florida, lying Easterly of State Road No. A-1-A and being more particularly described as follows:

COMMENCE at intersection of the Easterly right-of-way line of said State Road No. A-1-A and the North line of said South 300 feet of Government Lot 4, said point being the Northwest corner of this total project; thence North 89° 24' 30" East, 819.05 feet along said North line; thence South 0° 35' 30" East, 119.0 feet to the Northwest corner of said "West Building" and the Point of Beginning; thence North 89° 24' 30" East, 15.33 feet, thence South 00° 35' 30" East, 8.67 feet, thence North 89° 24' 30" East, 37.77 feet, thence South 00° 35' 30" East, 22.0 feet, thence South 44° 24' 30" West, 6.7 feet, thence South 00° 35' 30" East, 19.0 feet, thence South 44° 24' 30" West, 7.0 feet, thence South 00° 35' 30" East, 44.0 feet, thence South 45° 35' 30" East, 7.0 feet, thence South 00° 35' 30" East, 19.0 feet, thence South 45° 35' 30" East, 6.7 feet, thence South 00° 35' 30" East, 22.0 feet, thence South 89° 24' 30" West, 37.77 feet, thence South 00° 35' 30" East, 8.67 feet, thence South 89° 24' 30" West, 15.3 feet, thence North 00° 35' 30" West, 5.0 feet, thence South 89° 24' 30" West, 5.0 feet, thence North 18° 43' 36" West, 70.11 feet, thence South 89° 24' 30" West, 28.9 feet, thence North 00° 35' 30" West, 19.4 feet, thence North 89° 24' 30" East, 28.9 feet, thence North 17° 32' 36" East, 70.11 feet, thence North 89° 24' 30" East, 5.0 feet, thence North 00° 35' 30" West, 5.0 feet to the Point of Beginning. Said "West Building" contains + 0.237 acres.

PREPARED BY:
Paul L. Taylor, Land Surveyor
141 King St.
St. Augustine, FL 32084
(904-)824-1427

EXHIBIT A SHEET 7

COLONY REEF CLUB I

A CONDOMINIUM

ST. JOHNS COUNTY, FLA

SOUTH BUILDING

LINE	BEARINGS	DISTANCE	LINE	BEARINGS	DISTANCE	LINE	BEARINGS	DISTANCE
L1	N 0°35'30"W	28'	L25	N 89°24'30"E	7.0'	L49	S 0°35'30"E	5.33'
L2	N 89°24'30"E	8.67'	L26	N 0°35'30"W	3.33'	L50	N 89°24'30"E	45.5'
L3	N 0°35'30"W	19.0'	L27	N 89°24'30"E	13.8'	L51	N 0°35'30"W	2.33'
L4	N 44°24'30"E	4.33'	L28	S 45°35'30"E	4.33'	L52	N 89°24'30"E	14.33'
L5	N 89°24'30"E	7.00'	L29	S 0°35'30"E	5.33'	L53	S 45°35'30"E	4.6'
L6	N 0°35'30"W	3.33'	L30	N 89°24'30"E	7.0'	L54	S 0°35'30"E	20.4'
L7	N 89°24'30"E	13.8'	L31	N 0°35'30"W	3.33'	L55	S 45°35'30"E	7.3'
L8	S 45°35'30"E	4.33'	L32	N 89°24'30"E	13.8'	L56	S 0°35'30"E	19.0'
L9	S 0°35'30"E	5.33'	L33	S 45°35'30"E	4.33'	L57	S 45°35'30"E	6.8'
L10	N 89°24'30"E	7.0'	L34	S 0°35'30"E	5.33'	L58	S 0°35'30"E	22.3'
L11	N 0°35'30"W	3.33'	L35	N 89°24'30"E	7.0'	L59	S 89°24'30"W	53.3'
L12	N 89°24'30"E	13.8'	L36	N 0°35'30"W	3.33'	L60	N 0°35'30"W	8.7'
L13	S 45°35'30"E	4.33'	L37	N 89°24'30"E	13.8'	L61	S 89°24'30"W	4.7'
L14	S 0°35'30"E	5.33'	L38	S 45°35'30"E	4.33'	L62	N 55°34'44"W	12.67'
L15	N 89°24'30"E	7.0'	L39	S 0°35'30"E	5.33'	L63	N 78°49'24"W	117.4'
L16	N 0°35'30"W	3.33'	L40	N 89°24'30"E	7.0'	L64	S 11°10'36"W	17.4'
L17	N 89°24'30"E	13.8'	L41	N 0°35'30"W	3.33'	L65	N 78°49'24"W	9.5'
L18	S 45°35'30"E	4.33'	L42	N 89°24'30"E	13.8'	L66	N 11°10'36"E	3.1'
L19	S 0°35'30"E	5.33'	L43	S 45°35'30"E	4.33'	L67	N 78°49'24"W	9.0'
L20	N 89°24'30"E	7.0'	L44	S 0°35'30"E	5.33'	L68	N 11°10'36"E	13.3'
L21	N 0°35'30"W	3.33'	L45	N 89°24'30"E	7.0'	L69	N 78°49'24"W	95.12'
L22	N 89°24'30"E	13.8'	L46	N 0°35'30"W	3.33'	L70	N 0°35'30"W	5'
L23	S 45°35'30"E	4.33'	L47	N 89°24'30"E	13.8'	L71	S 89°24'30"W	5'
L24	S 0°35'30"E	5.33'	L48	S 45°35'30"E	4.33'			

PREPARED BY:
 Paul L. Taylor, Land Surveyor
 141 King Street
 St. Augustine, FL 32084
 (904) 824-1427

EXHIBIT A SHEET 6

A CONDOMINIUM

"NORTH BUILDING", LEGAL DESCRIPTION

PREPARED BY:

(904) 824-1427

EXHIBIT A SHEET 9

GRAPHIC SCALE
0 10 20 30

COLONY REEF CLUB I A CONDOMINIUM ST. JOHNS COUNTY, FLA.

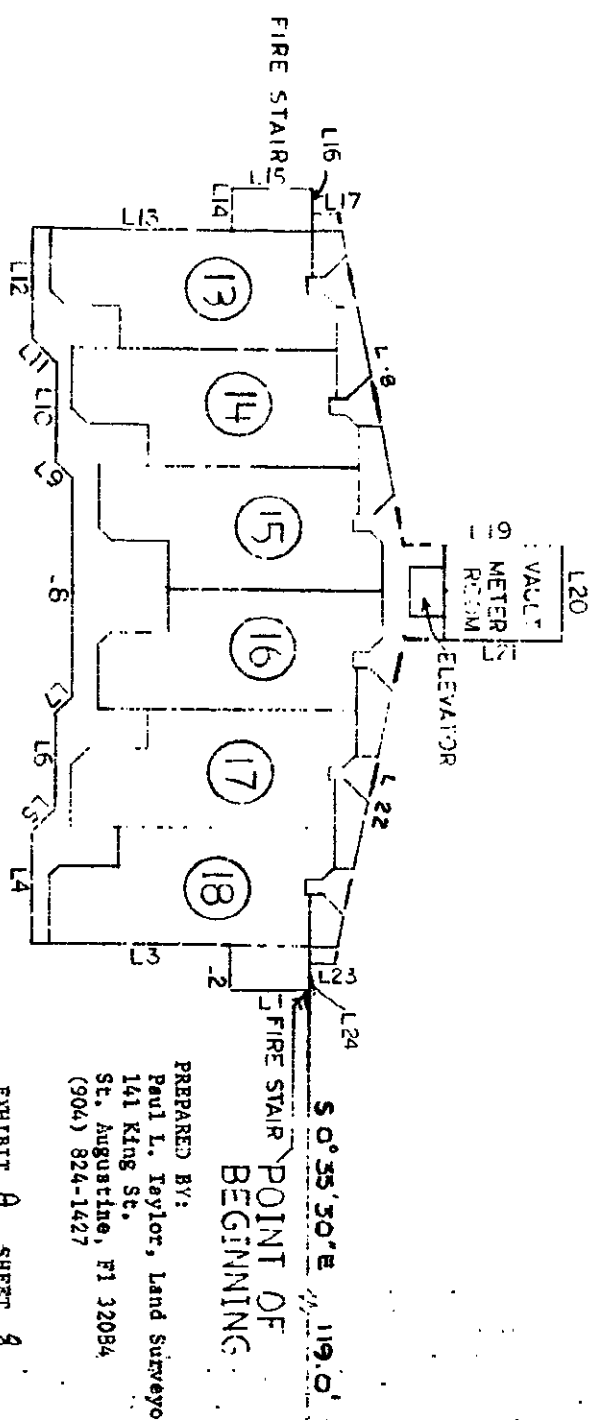
POINT OF
COMMENCEMENT

N.W. PROPERTY
CORNER

Note: 1st floor units numbered 13A thru 18A
2nd floor units numbered 133 thru 188
3rd floor units numbered 13C thru 18C
4th floor units numbered 13D thru 18D
2nd, 3rd and 4th floor have hand-
rails on decks and corridors. See
sheet titled West Building Boundary
1st and 1st and 1st and 1st

WEST BUILDING-TYPICAL FLOOR PLAN

4 STORY MASONRY BUILDING



POINT OF
BEGINNING

PREPARED BY:
Paul L. Taylor, Land Surveyor
141 King St.
St. Augustine, FL 32084
(904) 824-1427

EXHIBIT A SHEET 8

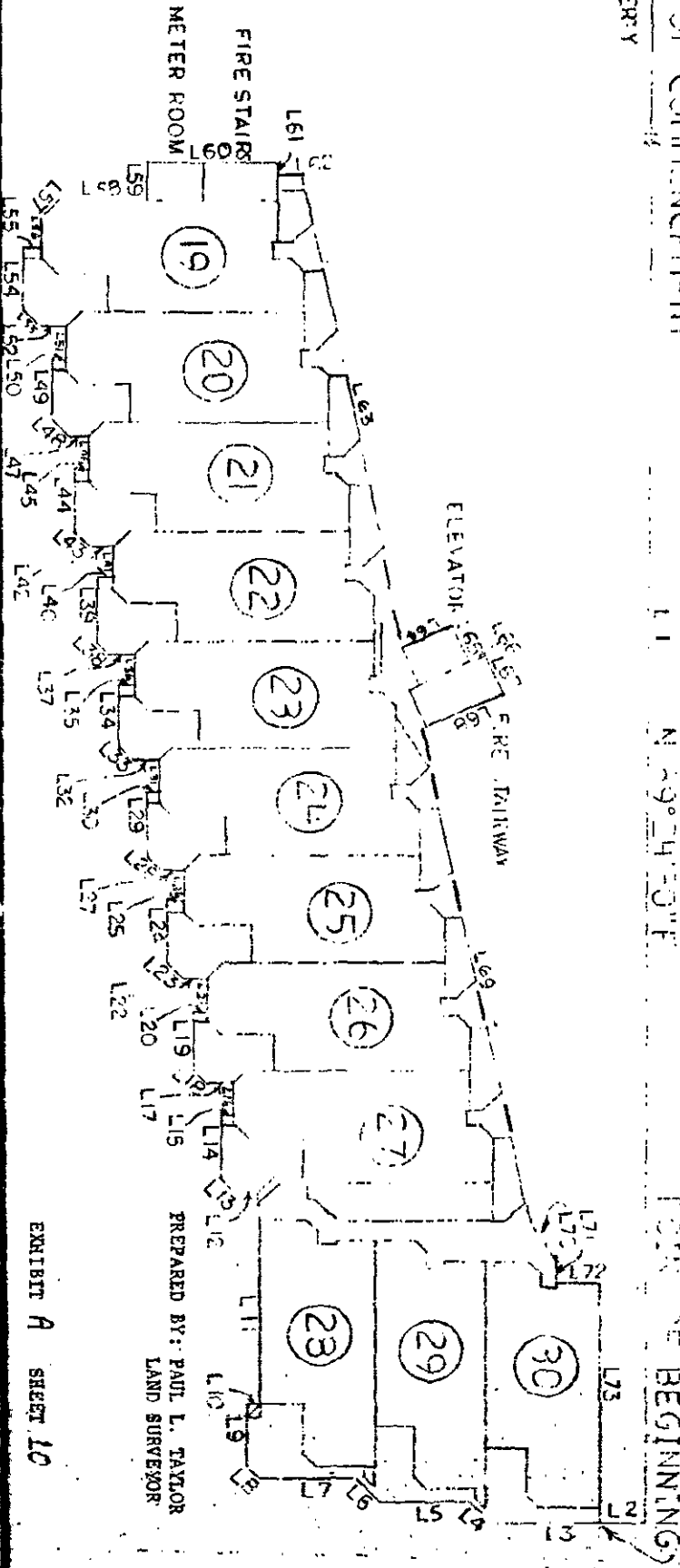
819.05' N 89°24'30"E

Note:
 1st floor units numbered 19A thru 30A
 2nd floor units numbered 19B thru 30B
 3rd floor units numbered 19C thru 30C
 4th floor units numbered 19D thru 30D
 2nd, 3rd and 4th floor have handrails
 on decks and corridors.
 See sheet titled North Building Boundary
 List and Legal Description.

COLONY REEF CLUB I A CONDOMINIUM ST. JOHNS COUNTY, FLA.

NORTH BUILDING - TYPICAL FLOOR PLAN
 4 STORY MASONRY BUILDING

POINT OF COMMENCEMENT
 N.W. PROPERTY
 CORNER



COLONY REEF CLUB I
A CONDOMINIUM
ST. JOHNS COUNTY, FLA.
NORTH BUILDING

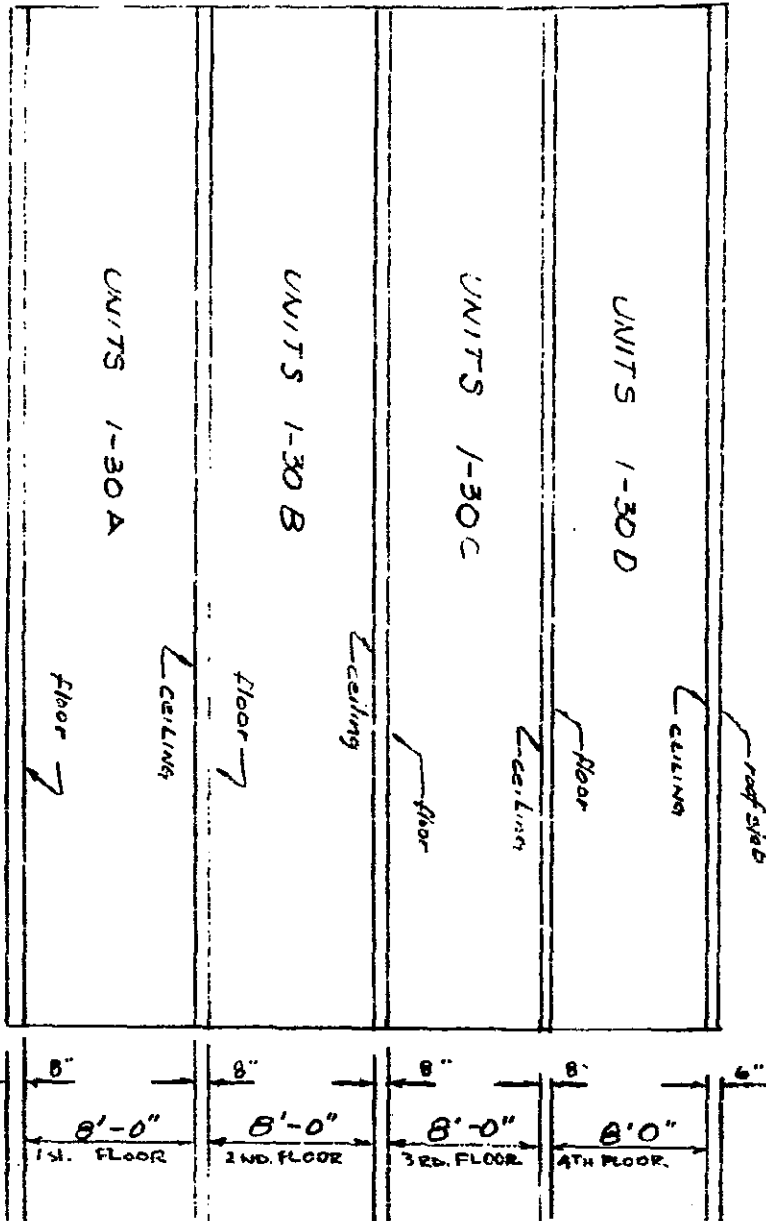
LINE	BEARINGS	DISTANCE	LINE	BEARINGS	DISTANCE	LINE	BEARINGS	DISTANCE
L1	N89°24'30"E	1176.70'	L27	S00°35'30"E	5.33'	L53	S44°24'30"W	4.33'
L2	S00°35'30"E	10.00'	L28	S44°24'30"W	4.33'	L54	S89°24'30"W	13.8'
L3	S00°35'30"E	22.3'	L29	S89°24'30"W	13.8'	L55	N00°35'30"W	3.33'
L4	S44°24'30"W	6.8'	L30	N00°35'30"E	3.33'	L56	S89°24'30"E	7.0'
L5	S00°35'30"E	19.0'	L31	S89°24'30"E	7.0'	L57	S44°24'30"W	4.33'
L6	S44°24'30"W	7.3'	L32	S00°35'30"E	5.33'	L58	N00°35'30"W	19.0'
L7	S00°35'30"E	20.4'	L33	S44°24'30"W	4.33'	L59	S89°24'30"W	8.67'
L8	S44°24'30"W	4.6'	L34	S89°24'30"W	13.8'	L60	N00°35'30"W	28'
L9	S89°24'30"W	14.33'	L35	N00°35'30"E	3.33'	L61	N89°24'30"E	5'
L10	N00°35'30"W	2.33'	L36	S89°24'30"E	7.0'	L62	N00°35'30"W	5'
L11	S89°24'30"E	45.5'	L37	S00°35'30"E	5.33'	L63	N77°38'24"W	95.12'
L12	S00°35'30"E	5.33'	L38	S44°24'30"W	4.33'	L64	N12°21'36"W	13.3'
L13	S44°24'30"W	4.33'	L39	S89°24'30"W	13.8'	L65	N77°38'24"E	9.0'
L14	S89°24'30"W	13.8'	L40	N00°35'30"E	3.33'	L66	N12°21'36"W	3.1'
L15	N00°35'30"W	3.33'	L41	S89°24'30"E	7.0'	L67	N77°38'24"E	9.5'
L16	S89°24'30"E	7.0'	L42	S00°35'30"E	5.33'	L68	S12°21'36"E	17.4'
L17	S00°35'30"E	5.33'	L43	S44°24'30"W	4.33'	L69	N77°38'24"E	117.4'
L18	S44°24'30"W	4.33'	L44	S89°24'30"W	13.8'	L70	N54°23'44"E	12.67'
L19	S89°24'30"W	13.8'	L45	N00°35'30"W	3.33'	L71	N89°24'30"E	4.7'
L20	N00°35'30"W	3.33'	L46	S89°24'30"E	7.0'	L72	N00°35'30"W	8.7'
L21	S89°24'30"W	7.0'	L47	S00°35'30"E	5.33'	L73	N89°24'30"E	53.3'
L22	S00°35'30"E	5.33'	L48	S44°24'30"W	4.33'			
L23	S44°24'30"W	4.33'	L49	S89°24'30"W	13.8'			
L24	S89°24'30"W	13.8'	L50	N00°35'30"W	3.33'			
L25	N00°35'30"W	3.33'	L51	S89°24'30"E	7.0'			
L26	S89°24'30"E	7.0'	L52	S00°35'30"E	5.33'			

PREPARED BY:
Paul L. Taylor, Land Surveyor.
141 King St.
St. Augustine, FL 32084
(904) 824-1427

COLONY REEF CLUB I
A CONDOMINIUM
ST. JOHNS COUNTY, FLA.

PREPARED BY:

PAUL L. TAYLOR, LAND SURVEYOR
141 King Street
St. Augustine, FL 32084
(904) 824-1427



TYPICAL ELEVATIONAL VIEW

SCALE: 1/8" = 1'-0"

EXHIBIT A SHEET 12

COLONY REEF CLUB I
A CONDOMINIUM
ST. JOHNS COUNTY, FLA.

UNIT ELEVATIONS

<u>UNIT NO.</u>	<u>BUILDING</u>	<u>LEVEL</u>	<u>FLOOR ELEVATION</u>	<u>CEILING ELEVATION</u>
1 A through 12A	South	1	19.04	27.04
1 B through 12B	South	2	27.71	35.71
1 C through 12C	South	3	36.38	44.38
1 D through 12D	South	4	45.05	53.05
Roof Slab	South	Roof	53.55	
13A through 18A	West	1	19.02	27.02
13B through 18B	West	2	27.69	35.72
13C through 18C	West	3	36.46	44.36
13D through 18D	West	4	45.03	53.03
Roof Slab	West	Roof	53.53	
19A through 30A	North	1	19.02	27.02
19B through 30B	North	2	27.69	35.69
19C through 30C	North	3	36.36	44.36
19D through 30D	North	4	45.03	53.03
Roof Slab	North	Roof.	53.53	

Note: Elevations are on Mean Sea Level Datum of 1929.

PREPARED BY:

Paul L. Taylor, Land Surveyor
141 King Street
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EXHIBIT A SHEET 13

COLONY REEF CLUB I
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ST. JOHNS COUNTY, FLA.

TYPICAL UNIT

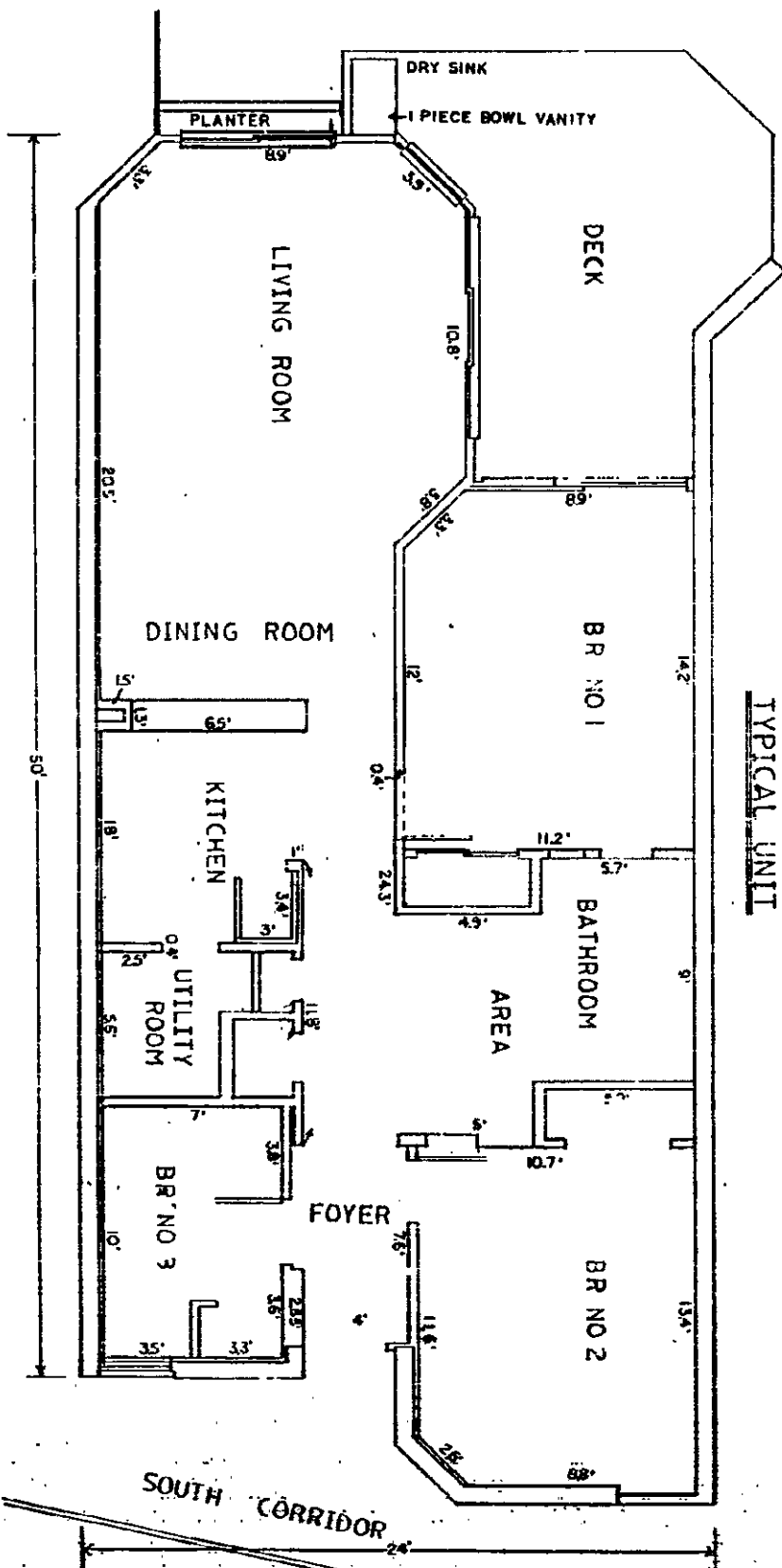


Exhibit A Sheet 24

COLONY REEF CLUB I
A CONDOMINIUM
ST. JOHNS COUNTY, FLA.

SURVEYOR'S CERTIFICATE

The undersigned, Paul L. Taylor, a registered land surveyor authorized to practice in the State of Florida, hereby certifies with respect to Colony Reef Club, a Condominium, that, as of the date hereof the construction of all buildings of the Condominium is not substantially completed, however, the construction of the buildings (s) identified as buildings: South Building and Units, 1A through 12A, 1B through 12B, 1C through 12C, and 1D through 12D inclusive in the Survey and Site Plan attached as Exhibit to the Declaration, and the improvements relating thereto, including but not limited to landscaping, utility services, and access to Units in the said building (s) and common elements serving such building (s), as set forth in the Declaration, are substantially complete so that the material attached to the Declaration, together with the provisions of the Declaration describing the condominium property, 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 located in the aforesaid building (s) can be determined from these materials.

Signed this 12TH day of November, 1984, A.D.

Paul L. Taylor
Paul L. Taylor, P.L.S.
Registered Surveyor #2674 FL

PREPARED BY:

Paul L. Taylor, Land Surveyor
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St. Augustine, FL 32084
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EXHIBIT A SHEET 15