

DECLARATION OF CONDOMINIUM

OF

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COLONY REEF CLUB II, A CONDOMINIUM

Merrill-Lyons, Inc., a Florida corporation, being the owner of record of the fee simple title to the real property situate, lying and being in St. Johns County, Florida, as more particularly described in the Survey Exhibit 1, which is incorporated herein by reference, does hereby state and declare that the realty described on sheet 2 of 8 of said Exhibit 1 together with improvements thereon, is submitted to condominium ownership pursuant to the Condominium Act of the State of Florida (F.S. 718 et seq.) and does hereby file this Declaration of Condominium.

1. PURPOSE; NAME AND ADDRESS; LEGAL DESCRIPTION; EFFECT.

1.1 PURPOSE. The purpose of this Declaration is to submit the lands and improvements herein described to condominium ownership and use in the manner prescribed by the Laws of the State of Florida.

1.2 NAME AND ADDRESS. The name of this Condominium is as specified in the title of this document. The address shall be the name of the Condominium together with: 2731 N.W. 41st Street, Suite B-1, Gainesville, Florida 32606.

1.3 THE LAND. The real property described on sheet 2 of 8 of said Exhibit A, labeled Ex. 1, is the Condominium Property hereby submitted to condominium ownership. Such property is subject to such easements, restrictions, reservations and rights of way of record, together with those contained or provided for in this instrument and the exhibits attached hereto. The real property described on sheets 6, 7, and 8 of 8 of said Exhibit 1 is not being submitted to condominium ownership by this Declaration, but rather is described in order to meet the requirements of F.S. 718.403 of the Condominium Act and may be added to this Condominium pursuant to the provisions of paragraphs 2.3 thru 2.5 hereof by amendment hereto.

1.4 THE EFFECT. All of the provisions of this Declaration of Condominium and all Exhibits attached hereto shall be binding upon all Unit Owners and are enforceable equitable servitudes running with the Condominium Property and existing in perpetuity until this Declaration is revoked and the Condominium is terminated as provided herein. In consideration of receiving, and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such persons agree to be bound by the provisions hereof. Both the burdens imposed and the benefits granted by this instrument shall run with each Unit as herein defined.

2. SURVEY AND DESCRIPTION OF IMPROVEMENTS.

2.1 SURVEY. On sheets 1 through 4 of Exhibit 1 is a survey of the land, graphic description, and plot plans of the improvements constituting the Condominium, identifying the Units, Common Elements and Limited Common Elements, and their respective locations and approximate dimensions. Each Unit is identified on Exhibit 1 by a specific number and letter combination. No Unit bears the same combination as any other Unit. The parking and storage areas are delineated thereon. The percentage of ownership of undivided interests in the Common Elements appurtenant to each Unit is designated on Exhibit 2.

2.2 RIGHT TO ALTER. Developer reserves the right to alter the interior design, boundaries and arrangements of all Units as long as Developer owns the Units so altered. The developer may make nonmaterial changes in the legal description of a phase. The general size of a unit is as provided in Exhibit 1.

2.3 PHASING. This condominium is a phase condominium as provided for in F.S. 718.403. On Exhibit 1, sheets 5 through 8, there are representations and descriptions of the land which may, at Developer's sole option, become part of the Condominium and upon which each phase is to be built. Also set forth on Exhibit 1 is the number and general size of the units to be included in each phase and each unit's percentage of Common Elements as each phase is added is set forth in Exhibit 2. Exhibit 1 describes in detail all anticipated phases. Each phase must be completed and added to this Condominium within seven (7) years from the date of recording the Declaration, if added at all.

2.4 AMENDMENT. No amendment, notwithstanding anything in the Declaration to the contrary, adding phases to the Condominium shall require the execution of such amendment or any form of consent thereto by unit Owners, the Association or by any party other than the Developer, except that persons having record title to the interest in the land or a mortgage thereof being submitted to condominium ownership shall join in the execution.

2.5 EFFECT OF PHASING. The general effect of phasing a condominium is the submission of a parcel of property to condominium ownership as the initial condominium phase and the addition of subsequent parcels to condominium ownership with such subsequent parcels being part and parcel of the same condominium and governed by the same condominium association. It is not anticipated that the submission of additional phases to the Condominium will have significant impact upon the individual Unit Owner's rights except as set forth in this Declaration. The adding of a subsequent phase to this Condominium, thereby adding additional Units, will reduce the percentage of common elements attributed to each previously created Unit, as specifically set forth in Exhibit 2. The adding of a subsequent phase to this Condominium will not affect the vote of any Unit Owner as a member of the Association. Each Unit Owner shall continue to have one vote for each Unit in the Condominium owned by such Unit Owner, provided, however, that the total number of votes entitled to be cast will increase by the number of Units contained in the phase so added. If Developer decides not to add any or all of the additional phases to this Condominium, the number of Units in this Condominium will be as created by this Declaration and the Owners thereof shall comprise the complete membership of the Association and thereby be entitled to cast 100% of the votes of the Association. No time-share estates may be created in any phase.

3. DEFINITION OF TERMS. The terms used in this Declaration and the Exhibits attached hereto shall have the meanings stated in the Condominium Act (Sec. 718.101, Fla. Stat.,) and is as follows, unless the context otherwise requires.

3.1 "Condominium" means that form of ownership of real property which is created pursuant to the provisions of F.S. 718. and which is comprised of units that may be owned by one or more persons, and there is, appurtenant to each Unit an undivided share in Common Elements. The term shall also mean the Condominium established by this Declaration.

3.2 "Declaration", or "Declaration of Condominium" means this instrument.

3.3 "Unit" or "Condominium Unit" means a part of the Condominium Property which is to be subject to private ownership as specified in this Declaration.

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

3.5 "Limited Common Elements" means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units as specified in this Declaration.

3.6 "Association" means the non-profit Florida corporation whose name and seal appears at the end of this Declaration which is the entity responsible for the operation of the Condominium.

3.7 "Board" or "Board of Administration" means the Board of Directors of the Association responsible for the administration of the Association.

3.8 "By-Laws" means the By-Laws of the aforescribed Association (Exhibit D).

3.9 "Condominium Act" means the Condominium Act of the State of Florida (F.S. 718, et seq.) as it exists at the time of filing this Declaration.

3.10 "Common Expenses" means all expenses and assessments properly incurred by the Association for the Condominium as specified in F.S. 718.115 and all other expenses declared Common Expenses by provisions of this Declaration and its exhibits.

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

3.12 "Condominium Property" means and includes the lands hereby subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto.

3.13 "Assessment" means a share of the funds required for the payment of Common Expenses which is assessed against the Unit Owners from time to time.

3.14 "Unit Owner" means the owner of a Condominium Unit.

3.15 "Institutional Mortgagee" means the State or Federal Bank, Savings and Loan Association, Insurance Company, Real Estate Investment Trust, Union Pension Fund, Mortgage banking firm or other lender authorized to make mortgage loans under Florida law, or an Agency of the United States Government, or like entity, being a mortgagee of a Unit, or the insurer or governmental guarantor of a mortgage loan made by such party.

3.16 "Occupant" means the person or persons other than the Unit Owner in actual possession of a Unit.

3.17 "Condominium Documents" means this Declaration, the Survey Exhibit, Articles of Incorporation of the Association, and By-Laws of the Association.

3.18 "Developer" means Merrill-Lyons, Inc., its successors and assigns, which has created this Condominium in its capacity as developer.

3.19 "Eligible Mortgage Holder" means the holder of a first mortgage on a unit who has requested notice of certain matters from the Association in accordance with paragraph 24 hereof.

3.20 "Articles of Incorporation" means the Articles of Incorporation of the Association. (Exhibit C)

3.21 "Master Association" means Colony Reef Club Condominium Association, Inc.

3.22 "Master Association Property" means any and all property conveyed to or leased or acquired by the Master Association.

The definitions herein contained shall prevail as the context requires whether or not the same are capitalized in their usage herein.

4. THE UNIT AND COMMON ELEMENTS.

4.1 INTEREST IN COMMON ELEMENTS. Each Unit Owner shall own, as an appurtenance to his Unit, an undivided interest in the Common Elements as assigned thereto in Exhibit 2. The percentage of undivided interest of each Unit shall not be changed without the unanimous consent of all owners of all of the Units. No owner of any Unit shall bring an action for partition or division of his undivided interest in the Common Elements.

4.2 BOUNDARIES. A Unit shall include the part of the building containing the unit that lies within the following boundaries:

4.2.1 HORIZONTAL BOUNDARY:

UPPER AND LOWER BOUNDARIES. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

- (1) UPPER BOUNDARY. The horizontal plane of the undecorated unfinished ceiling.
- (2) LOWER BOUNDARY. The horizontal plane of the undecorated unfinished floor.

4.2.2 PERIMETRICAL BOUNDARIES:

The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated unfinished interior walls extended to intersections with each other and with the Upper and Lower Boundaries.

(1) Where there is an aperture in any perimetrical boundary, including, but not limited to, windows and doors, the vertical boundary shall be extended at all such places, at right angles, to the dimension of such aperture, so that the perimetrical boundary at such places shall be coincident with the exterior unfinished surface of such aperture, including the framework thereto. Exterior walls made of glass or glass fired to metal framing, exterior windows and frames, exterior glass sliding doors, frames and casings, shall be included within the Unit and shall not be deemed a Common Element.

(2) Where a balcony, loggia, terrace, porch, stairway, or other portion of the building or any fixture attached to the building serves only the Unit, the perimetrical boundary shall vary with the exterior unfinished surface of any such structure extended in a vertical plane, where necessary, to

the horizontal boundary.

(3) The interior partitions within a Unit are part of said Unit.

4.2.3 WEIGHT BEARING STRUCTURES. The area beneath the unfinished surface of any weight bearing structure which is otherwise within the horizontal and perimetrical boundaries of a Unit is a Common Element and not part of the Unit.

4.3 MAINTENANCE EASEMENT. There shall exist as a Common Element, an easement through each Unit for ducts, pipes, conduits, plumbing, wiring, or other facilities for the furnishing of utility services to Units and the Common Elements and for maintaining, repairing or servicing the same. Any pipes, ducts, wires, conduits, electrical panels, plumbing, drains, or any utility services serving only one Unit are part of such Unit and are not Common Elements.

4.4 AIR CONDITIONING. Notwithstanding any of the provisions of this Paragraph 4 to the contrary, the air conditioning compressor serving a Unit and the refrigerant and electrical lines running from such compressors to, and air handler within, the individual Units are part of such Unit and are not Common Elements.

4.5 PHASING. As set forth in paragraph 2 of this Declaration, in the event that additional improvements are submitted to Condominium Ownership there will be an automatic change in the percentage of undivided interest in Common Elements appurtenant to each unit as set forth on Exhibit 2. It is acknowledged that F.S. 718.403 provides that the Developer may effectuate such amendment without the joinder of any person whomsoever. However, notwithstanding such provision the Unit Owners in this Condominium, and the Mortgagees of such units are deemed, by the acceptance of their interest, to have specifically consented, in proper form (including language of conveyance of necessary) to such amendment.

5. RESTRICTIONS AGAINST FURTHER SUBDIVIDING OF UNITS. No unit may be divided or subdivided into a smaller Unit or Units other than as shown on Exhibit 1 hereto, nor shall any Unit, or portion thereof, be added to or incorporated into any other Unit.

6. EASEMENTS.

6.1 PERPETUAL NON-EXCLUSIVE EASEMENT. The Common Elements are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the Unit Owners in the Condominium for their use and the use of their immediate families, guests, and invitees, for all proper and normal purposes, including the providing of services for the benefit of all Units.

6.2 EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS. In the event that any Unit, Common Element or Limited Common Element shall encroach upon any other Unit, Common Element or Limited Common Element for any reason other than the purposeful or grossly negligent act of any person, than an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

6.3 UTILITY EASEMENTS. Utility easements are reserved and/or may be granted, through the Condominium Property as may be required for utility service (including construction and maintenance) in order to adequately serve the Condominium.

6.4 INGRESS AND EGRESS. A non-exclusive easement for

ingress and egress is hereby created for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon the Common Elements; and for vehicular traffic over, through and across such portions of the Common Elements as, from time to time, may be paved and intended for such purposes.

6.5 USE. The use of any easement by a Unit Owner shall be subject to the provisions of this Declaration and of the document creating the easement.

6.6 ACCESS. Developer covenants to provide, either by way of easements or publicly dedicated right of way, reasonable access for ingress and egress from this Condominium to the public way. All easements so provided, shall be for the benefit of all persons residing on the Condominium Property.

6.7 WATER, GARBAGE, AND SEWER SERVICE. In order to provide the Unit Owners with adequate water, sewage and garbage disposal service the Association or its agent may contract for these services with the appropriate entities or they may be provided directly to each unit.

6.8 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 in Colony Reef Club I and their guests, tenants and invitees, of all of the Master Association property, provided:

(a) No more than 174 units (including units in this Condominium) shall be constructed on the property included in the Project and shall have the easement rights contained herein.

(b) The Unit Owners enjoying such easement rights shall share with the Unit Owners of Colony Reef Club I the cost of operating and maintaining the aforesaid portions of the Master Association Property.

7. COMMON EXPENSE; COMMON SURPLUS.

7.1 LIABILITY AND METHOD OF SHARING. Each Unit shall share in the Common Surplus and be liable for the Common Expenses in the same percentage as the percentage representing the undivided interest of each Unit in the Common Elements as it may exist at any time. The right to share in the Common Surplus does not include the right to withdraw, or to require payment or distribution thereof, except upon termination and dissolution of the Condominium.

7.2 EXEMPTION OF DEVELOPER. The developer shall be excused from the payment of the share of the common expenses and assessments related to those units owned by the developer for a period of time subsequent to the recording of the declaration of condominium, which period shall terminate on the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs. However, the developer must pay the portion of common expenses incurred during that period which exceed the amount assessed against other unit owners.

8. ADMINISTRATION OF THE CONDOMINIUM:

8.1 THE ASSOCIATION. The Association shall administer the operation and management of the Condominium Property and undertake and perform all acts and duties incident thereto in

accordance with this Declaration, its exhibits and the Condominium Act.

8.2 MEMBERSHIP. Each Unit Owner shall automatically become a member of the Association upon his acquisition of title to any Unit and said membership shall terminate automatically upon said Unit Owner being divested of title to such Unit, regardless of the means by which such ownership may be divested. No person holding any lien, mortgage or other encumbrance upon any Unit shall be entitled, by virtue thereof, to membership in the Association or to any of the rights or privileges of such membership.

8.3 POWERS OF THE ASSOCIATION. In the administration of the Condominium, the Association shall have, and is hereby granted, the authority and power to enforce the provisions of this Declaration, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such Rules and Regulations governing the use of the Units, Elements and Limited Common Expenses as the Board of the Association may deem to be in the best interest of the Condominium. The Association shall have all of the powers and duties set forth in the Condominium Act except where limited herein or where the exercise of such powers and duties will impair the rights of other parties.

8.4 REPORTS TO MEMBERS. The Association or its designees shall maintain such records as required by F.S. 718.111, and shall make them available for inspection during normal business hours by Unit Owners and lenders and by holders, insurers or guarantors of any first mortgage.

8.5 REPORTS TO LENDERS. So long as an Institutional Mortgagee of any Unit is the owner or holder of a mortgage encumbering a Unit in the Condominium, the Association shall furnish said Institutional Mortgagee with one (1) copy of the Annual Financial Statement and Report of the Association pertinent to the Unit upon which the mortgage is held, provided said Institutional Mortgagee requests same.

8.6 INSURANCE REPORTING. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owner, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend. A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners at reasonable times.

8.7 VOTING. Each Unit Owner, including the Developer, shall be entitled to one (1) vote for each unit owned. The vote of each Unit Owner shall be governed by the provision of the By-Laws.

8.8 MANAGEMENT AGREEMENT. The Association may enter into an agreement with any person, firm or corporation for the administration, maintenance and repair of the Condominium Property and may delegate to such contractor or manager such of the powers and duties of the Association as the Association and such person, firm, or corporation shall agree.

8.9 DEVELOPER CONTROL. The developer shall relinquish

all special rights, expressed or implied, through which the developer may directly or indirectly control, direct, modify, or veto any action of the owners' association, its executive board, or a majority of unit owners, and control of the owners' association shall pass to the owners of units within the project, as provided in Florida Statutes.

9. USE AND OCCUPANCY.

9.1 USE. Each Unit shall be used for residential and related uses and purposes, and for any use authorized by the zoning rules and regulations of the applicable governmental authority.

9.2 GENERAL USE RESTRICTION. No person shall use the Condominium Property, or any parts thereof, in any manner contrary to the Condominium Documents or Condominium Act.

9.3 ALTERATIONS AND ADDITIONS. No Unit Owner shall make or permit to be made any internal material alteration, addition or modification to his Unit, without the prior written consent of the Association. No Unit Owner shall cause to be made any modification or installation of electrical wiring, television antenna systems or connections whether inside or outside the Unit or in any manner change the appearance of any portion of the Condominium Property. No Unit Owner may cause any material puncture or break in the boundaries of his Unit.

9.4 LAWFUL USE. No immoral, improper, offensive or unlawful use shall be made of any or all the Condominium Property, and all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for maintenance and repair of the property concerned.

9.5 VENDING MACHINES. The Association shall have the exclusive and perpetual right to contract for the installation and operation of coin-operated vending machines.

9.6 NUISANCES. No nuisance or any use or practice that is the source of unreasonable annoyance to other Unit Owners or Occupant or which interferes with the peaceful possession and proper use of the Condominium Property by the Unit Owners or Occupant is permitted. No Unit Owner or Occupant shall permit or suffer anything to be done or kept upon the Condominium Property or his Unit which will increase the rate of insurance on the Condominium.

9.7 APPLICABILITY TO DEVELOPER. No Unit Owner or the Association, or their use of the Condominium, shall interface with the Developer's completion and sale of the Condominium Units. Anything contained herein to the contrary notwithstanding, the Developer may make such use of any unsold Unit and the Common Elements as may facilitate the sale or leasing of any Unit.

9.8 RULES AND REGULATIONS. All Unit Owners and other persons shall use the Condominium Property in accordance with the Rules and Regulations promulgated by the Association and the provisions of this Declaration and the By-Laws of the Association, as applicable.

10. MAINTENANCE, ALTERATION AND REPAIR OF THE CONDOMINIUM PROPERTY.

10.1 MAINTENANCE BY ASSOCIATION. The Association, at its expense, shall be responsible for and shall maintain, repair and replace all of the Common and Limited Common Elements.

10.2 MAINTENANCE BY UNIT OWNER. The Unit Owner shall, subject to the other provisions of this Declaration, maintain, repair, and replace, at his expense, all portions of his Unit including, but not limited to, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers, and other appliances, drains, plumbing fixtures and connections, all walls, floors, roofs and ceilings, and all other portions of his Unit. The Unit Owner shall maintain and repair the air conditioning compressor, refrigerant and electrical lines appurtenant to his Unit.

10.3 LIABILITY OF UNIT OWNER. Should a Unit Owner undertake unauthorized additions and modifications to his Unit, or refuse to make repairs as required, or should a Unit Owner cause any damage to the Common Elements, the Association may make such repairs or replacements and have the right to levy a special assessment for the cost thereof against the said Unit Owner. In the event a Unit Owner threatens to or violates the provisions hereof, the Association shall also have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof.

10.4 INSURANCE PROCEEDS. Whenever any maintenance, repair and replacement of any items for which the Unit Owner is responsible is made necessary by any loss covered by insurance maintained by the Association, the proceeds of the insurance received by Association, or the Insurance Trustee, shall be used for the purpose of accomplishing such maintenance, repair or replacement. The Unit Owner shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds.

10.5 RIGHT OF ENTRY BY ASSOCIATION. Whenever it is necessary to enter any Unit for the purpose of performing any maintenance, replacement or repair to any portion of the Common Elements, the Unit Owner shall permit an authorized agent of the Association to enter such Unit, or to go upon the Common Elements, provided, that such entry shall be made only at reasonable times and with reasonable advance notice. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice or permission. Each Unit Owner does hereby appoint the Association as his agent for the purposes herein provided and agrees that the Association shall not be liable for an alleged property damage or theft caused or occurring on account of any entry.

11. TAX OR SPECIAL ASSESSMENT AGAINST THE CONDOMINIUM PROPERTY. If any taxing authority levies or assesses any Tax or Special Assessment against the Condominium Property as a whole, and not the individual Units, the same shall be paid as a Common Expense by the Association and assessed to the Unit Owners. In such event, the amount due shall constitute a lien prior to all mortgages and encumbrances upon any parcel to the same extent as though such Tax or Special Assessment had been separately levied by the taxing authority upon each Unit. All personal property taxes levied or assessed against personal property owned by Association shall be paid by the Association and shall be a Common Expense.

12. LEASING. All leases or rental agreements for any unit shall be in writing and be subject to the Declaration and By-Laws.

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

13.1 PURCHASE OF INSURANCE. All insurance policies pursuant to this Paragraph 13 shall be purchased by the Association for the benefit of the Association, the Unit Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all of the holders of institutional first mortgages. When appropriate and possible, the policies shall provide that the insurer waives its rights of subrogations as to any claims against Unit Owners and the Association, their respective servants, agents and guests. Each Unit Owner and the Association hereby agree to waive any claim against each other and against other Unit Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogations as aforesaid. Said policies and endorsements may be deposited with the Insurance Trustee (as hereinafter defined) who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms and conditions hereof.

13.2 COST AND PAYMENT OF PREMIUMS. The cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Unit Owners, is declared to be a Common Expense, as are any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

13.3 UNIT OWNERS' RESPONSIBILITY. Each Unit Owner may obtain insurance, at his own expense, affording coverage upon his own property and for his own liability and personal property as he deems advisable. When appropriate and possible, all such insurance shall contain the same waiver of subrogation that is referred to herein and shall waive any right to contribution.

13.4 COVERAGE. The following coverage shall be obtained by the Association:

(a) The building(s) and all other insurable improvements upon the land, including all of the Units, Common Elements, Limited Common Elements, and all personal property owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavations and foundations) as determined annually by the Association in consultation with the insurance company providing the coverage. Said coverage shall afford protection against the loss or damage by fire and other hazards covered by the standard extended coverage endorsement and all other such risks as, from time to time, may be covered with respect to buildings similar in construction, location and use, including but not limited to, vandalism, malicious mischief, windstorm, war damage and war risk insurance, if available.

(b) Comprehensive general public liability and property damage insurance in such an amount and in such form as shall be required by the Association in limits of not less than \$500,000 for bodily injury or death to any person; not less than \$1,000,000 for bodily injury or death resulting from any one accident or occurrence, and not less than \$50,000 for property damage. Said coverage shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage. All liability insurance shall contain cross liability endorsements to cover liabilities of the Unit Owners as a group to an individual Unit Owner and one Unit Owner to another.

(c) Workmen's compensation policies shall be ob-

tained to meet the requirements of law.

(d) Such other insurance as the Board of the Association may determine to be necessary from time to time.

13.5 INSURANCE TRUSTEE. All insurance policies purchased in accordance with Paragraph 13.4(a) shall provide that all proceeds payable to the Association as a result of any insured loss, except those specifically herein excluded, shall be paid to the Association or, if the Association so elects, to a financial institution doing business in Alachua County and having trust powers. Such institution shall be designated as Trustee from time to time, by the Association (said Trustee, acting as such, is herein referred to as the "Insurance Trustee") and which appointment is subject only to the approval of the Institutional Mortgagee holding the greatest dollar amount of mortgages against Units in the Condominium. The Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency or content of the policies, or for failure to collect any insurance proceeds. It is the duty of the Association or the Insurance Trustee to receive said proceeds, as paid, and to hold the same in trust for the benefit of the Association, the Unit Owners and their respective mortgagees, as follows:

(a) Proceeds received on account of damage to Common Elements shall be held in the same proportion as the share in the Common Elements which is appurtenant to each of the Units.

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

(1) PARTIAL DESTRUCTION WHEN THE BUILDING IS TO BE RESTORED. For the benefit of the Unit Owners of the damaged Units in proportion to the cost of restoring the same suffered by each damaged Unit. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate proportion and each Unit Owner shall be bound thereby and the Insurance Trustee may rely upon said certification.

(2) TOTAL DESTRUCTION WHEN THE BUILDING IS DESTROYED OR WHEN THE BUILDING IS NOT TO BE RESTORED. For all Unit Owners of a destroyed building; the share of each being in the same proportion as the Unit Owner's undivided share in the Common Elements which is appurtenant to his Unit. In the event a mortgagee endorsement has been issued hereunder, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interest may appear. In the event that there is more than one building in the condominium then the proceeds shall be held for the benefit of the Unit Owners in the destroyed building as if it were the only building in the Condominium.

13.6 DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Insurance Trustee or the Association shall be distributed to or for the benefit of the Unit Owners (after first paying or making provision for payment of the expenses, including a reasonable fee for services rendered, of the Insurance Trustee) in the following manner:

(a) If the damage for which the proceeds were paid is to be reconstructed, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying said costs shall be distributed to the Association.

(b) If it is to be determined that the damage for which the proceeds are paid shall not be reconstructed, the proceeds shall be distributed to the Unit Owners and their mortgagees as their interest may appear.

(c) In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate provided by the Association as to the names of the Unit Owners and mortgagees and their respective shares of the distribution. Upon request of the Insurance Trustee the Association shall forthwith deliver said certificate.

13.7 ASSOCIATION AS AGENT. The Association is irrevocably appointed agent for each Unit Owner, for each owner of a mortgage upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

13.8 DETERMINATION TO RECONSTRUCT. If any part of the Condominium Property shall be damaged by casualty the determination as to whether or not it shall be reconstructed shall be made in the following manner:

(a) COMMON ELEMENT. If the damage is to only Common Elements the damaged property shall be reconstructed unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(b) DAMAGE TO UNITS. If the damage is to Units and if Units to which more than 70% of the Common Elements are appurtenant are found by the Board of Directors to be untenable, then the damaged property will not be reconstructed and the Condominium will be terminated without agreement as elsewhere provided, if, within sixty (60) days after the casualty, Unit Owners owning 75% or more of the Common Elements and eligible holders holding mortgages on units which have at least 51 percent of the votes of units subject to eligible holder mortgages agree in writing to such termination. Notwithstanding the foregoing, if the damages could be repaired for \$50,000.00 or less, the property shall be reconstructed.

(c) CERTIFICATE. The Insurance Trustee may rely upon a certificate of the Association executed by its President or Vice-President and Secretary or Assistant Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

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

13.10 NATURE OF RECONSTRUCTION. Any reconstruction included hereunder shall be substantially in accordance with the plans and specifications of the original building, or as the building was last constructed, subject to modification to conform with the then current governmental restrictions and codes if necessary.

13.11 ESTIMATES. In all instances hereunder, immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Board may desire, or those required by any Institutional Mortgagee involved.

13.12 ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction by

the Association, or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction of their respective Units. Such assessments on account of damage to Common Elements shall be in proportion to the Unit Owner's shares in the Common Elements.

13.13 DISPOSITION OF PROCEEDS. The proceeds of insurance and any special assessments, if any, collected on account of a casualty and deposited with the Insurance Trustee or the Association shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction in the following manner:

(a) That portion of insurance proceeds representing damage for which the responsibility of reconstruction lies with the Unit Owner: to such contractors, suppliers, and personnel for work done, materials supplied or services rendered for such reconstruction. Payments shall be in such amounts and at such times as the Unit Owners may direct, or if there is a mortgagee endorsement, to such payee as the Unit Owner and the mortgagee direct. Nothing contained herein shall be construed to limit or modify the responsibility of the Unit Owner to make such reconstruction.

(b) If the amount of the estimated cost of reconstruction is less than \$25,000.00, and is the responsibility of the Association: The construction fund shall be disbursed directly to the Association in payment of such costs and upon the Association's order, provided, however, that upon the request of a mortgagee which is a beneficiary of the insurance policy, the construction fund shall be disbursed as the Association and such mortgagee may properly direct.

(c) If the amount of the estimated cost of reconstruction is more than \$25,000.00, and is the responsibility of the Association, then the reconstruction funds shall be paid from the account of the Association, from time to time, as the work progresses. If a Trustee has been appointed, said Trustee shall make payments upon the written request of the Association accompanied by an appropriate certificate signed by both an officer of the Association and by the architect or engineer in charge of the work, setting forth:

(1) That the sum then requested either has been paid by the Association or is justly due and certifying that the sum requested does not exceed the value of the services and materials described in the certificate.

(2) That except for the amounts stated in said certificate to be due as aforesaid, there is no outstanding indebtedness known which may become the basis of vendor's, mechanic's or materialman's liens.

(3) That the cost, as estimated, of work remaining to be done subsequent to the date of said certificate, does not exceed the amount of funds remaining in the hands of the Insurance Trustee after the payment of the sum so requested.

(d) It shall be presumed that the first monies disbursed in payment of such costs of reconstruction shall be from insurance proceeds and shall first be applied to reconstruction of the Common Elements and then to the Units. If there is a balance in a construction fund after the payment of all costs of reconstruction said balance shall be distributed to the Association.

(e) Payment for any reconstruction made under Subparagraphs (b) and (c) of this paragraph shall be made by the Insurance Trustee or the Association only upon presentation of proof of payment of bills for materials in place, labor, services and materials for work covered and included in such payments for which failure to pay might result in a lien on the Common Elements.

13.14 EFFECT OF MORTGAGEE ENDORSEMENTS CONCERNING INSURANCE PROCEEDS. In the event a mortgagee endorsement has been issued relative to any Unit, the share of the Unit Owner shall be held in trust for the mortgagee as heretofore provided. All mortgagees waive the rights to said proceeds if the same are used pursuant to the provisions of the Declaration to pay for the restoration of such damage. The provisions hereof shall not affect the rights of the mortgagee, if any, to require any surplus proceeds to be distributed to it, over and above the amounts actually used for such restoration. All covenants contained herein for the benefit of any mortgagee may be enforced by such mortgagee. Nothing contained herein, however, shall be construed as relieving the Unit Owner from his duty to reconstruct damage to his Unit as heretofore provided.

13.15 AUTHORITY OF ASSOCIATION. In all instances, herein, except when a vote of the membership of the Association, or of a particular building, is specifically required, all decisions, duties and obligations of the Association under this Paragraph 13 may be made by the Board. The Association and its members shall jointly and severally be bound thereby.

13.16 REPAIR OF LAND. In the event, pursuant to the provisions of Paragraph 13.8(b), the Condominium is not terminated but a building is not to be restored, the remains of said building shall be razed and the land thereunder restored to a landscaped green area at the sole prorata expense of the Unit Owners who own Units in said building. The expense thereof may be deducted from any insurance proceeds payable on account of casualty to said building.

13.17 CONVEYANCE TO ASSOCIATION. In the event, pursuant to the provisions of Paragraph 13.8(b) hereof, the Condominium is not terminated but a building is not to be restored, the payment of any insurance funds to the Unit Owners and/or their mortgagees of said building on account of casualty to said building, shall be contingent upon said Unit Owner's conveying by Quit-Claim Deed, executed in recordable form, all Units in said building to the Association, and further contingent upon the mortgagees thereof executing Satisfactions of Mortgages, in recordable form for all mortgages encumbering Units in said building. The share of the Common Expenses of said Units conveyed to the Association shall be a Common Expense to be shared by the remaining Unit Owners of the Condominium. Since said remaining Unit Owners will not own 100% of the Common Elements due to the fact that the Association will own the Units of said building which were not restored, and in order to collect said Common Expenses attributable to the Units owned by the Association, there shall be added to the Budget an amount entitled "Common Expenses of Association's Units" which shall be mathematically determined to equal an amount such that when added to the actual expenses and assessments of the Association, the amount to be collected from the remaining Unit Owners according to their percentage of Common Expense equals expenses and assessments.

14. ASSESSMENTS:

14.1 GENERAL AUTHORITY. The Association, through its Board, shall have the power to make, levy and collect regular and

special assessments for Common Expenses and such other assessments as are provided for by the Condominium Act and the provisions of this Declaration and all other expenses declared by the Directors of the Association to be Common Expenses from time to time.

14.2 UNIT OWNER'S GENERAL LIABILITY. All Common Expenses levied against Unit Owners and Units shall be on a uniform basis in the same proportion as the percentages of the undivided shares in the ownership of the Common Elements unless specifically otherwise provided for herein, without increase or diminution for the existence, or lack of existence, of any exclusive right to use a part of the Limited Common Elements. Should the Association be the owner of any Unit(s), the assessment, which would otherwise be due and payable to the Association or others by the owner of such Unit(s), shall be a Common Expense as the same relates to the collection of such sums from the Unit Owners to pay the Association's obligations.

14.3 PAYMENT. The assessments of the Association levied against the Unit Owner and his Unit shall be payable in such installments, and at such times, as may be determined by the Board of Directors of the Association.

14.4 EMERGENCIES. If 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 of Directors shall have the authority to levy such additional assessment or assessments as it shall deem necessary.

(a) **RESERVE FUND.** The Board of Directors of Association in assessing for Common Expenses shall include therein a sum to be collected and maintained as a reserve fund for capital expenditures and deferred maintenance as required by Florida Statutes unless waived as allowed by law.

(b) **OPERATING RESERVE FUND.** The Board of Directors of Association in assessing for Common Expenses may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial security during periods of special stress. Such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by Unit Owners or as a result of emergencies.

14.5 SEPARATE PROPERTY. All monies collected by the Association shall, unless the same is collected for the benefit of others, be the separate property of the Association. Such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of the provisions of this Declaration. All monies received from assessments may be co-mingled with other monies held by the Association. All assessments received by the Association shall be held for the benefit of the Unit Owners. No Unit Owner shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his Unit. Such funds shall not be subject to attachment or levy by a creditor or judgment creditor of a Unit Owner. When the owner of a Unit shall cease to be a member of the Association by the divestment of his ownership of such Unit the Association shall not be required to account to such owner for any share of the funds or assets of the Association.

14.6 DEFAULT. The payment of any assessment or installment thereof due to the Association shall be in default if such payment is not paid to the Association when due. If in default for in excess of ten (10) days, the delinquent assessment, or delinquent installments thereof and all advances per-

mitted by Paragraph 14.8 hereof, shall bear interest at the rate equal to the maximum rate then allowed to be charged to individuals in the State of Florida. In addition, a late charge of \$25.00, which is acknowledged not to be a penalty, may be then levied by the Board. In the event that any Unit Owner is in default in payment of any assessments or installments thereof owed to the Association, said Unit Owner shall be liable for all costs of collecting the same, including reasonable attorney's fees and court costs.

14.7 NO WAIVER. No Unit Owner may exempt himself from liability for any assessment levied by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit for which the assessments are made or in any other manner.

14.8 LIEN. The Association is hereby granted a lien upon each Condominium Unit, which lien shall secure the payment of all monies from each Unit Owner for which he is liable to the Association, including all assessments, interest and expenses provided for in this Declaration and reasonable attorney's fees incurred as an incident to the enforcement of said lien. The lien granted to Association may be foreclosed as provided in the Condominium Act (F.S. 718, et seq.). The lien granted to the Association shall further secure such advances for taxes and payments on account of Institutional Mortgages, liens or encumbrances which may be advanced by the Association in order to preserve and protect its lien. The lien shall be effective, have priority, and be collected as provided by the Condominium Act, unless, by the provisions of this Declaration, such liens would have a greater priority or dignity, in which event, the lien rights in favor of the Association having the highest priority and dignity shall be the lien of the Association.

14.9 PROVISIO. In the event that any Institutional Mortgagee shall acquire title to any Unit by virtue of either foreclosure of a first mortgage, or a deed in lieu thereof, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or assessments by the Association pertaining to the Condominium Unit or chargeable to the former Unit Owner of the Unit which became due prior to acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of Common Expenses or assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer and his successors and assigns. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure. Thereafter, all Unit Owners of any nature, including, without limitation, a purchaser at a judicial sale or Institutional Mortgagee, shall be liable for all assessments, coming due while he is the Unit Owner.

14.10 CERTIFICATE OF STATUS OF ASSESSMENTS. Any Unit Owner, mortgagee, or lienor may require the appropriate certificate as set forth in F.S. 718.116(7).

14.11 GRANTEE LIABILITY. In any voluntary conveyance of a Unit; the grantee shall be jointly and severally liable with the grantor for all unpaid assessments of any nature incurred prior to the time of such voluntary conveyance.

14.12 NO ELECTION OF REMEDIES. The institution of a suit at law for collection of any delinquent assessment may be maintained without waiving the lien securing the same. Proceeding by foreclosure to attempt to effect such collection shall not be deemed an election precluding the institution of suit at law

for collection of the same. All Unit Owners do hereby waive pleading the theory of "elections of remedies" in any such proceedings.

14.13 LIENS - MECHANICS. The creation and enforcement of mechanic's and other liens against the Units and Condominium Property, except those created by this Declaration, shall be governed by the provisions of (F.S. 718.121 - Liens) the Condominium Act.

15. TERMINATION. The Condominium may be terminated in the following manner:

15.1 DESTRUCTION. If it is determined in the manner provided in Paragraph 13 that the Condominium Property as a whole shall not be reconstructed, the Condominium will be terminated.

15.2 AGREEMENT. As provided in Section 718.117 of the Condominium Act, the Condominium may be terminated at any time by the approval in writing of all Unit Owners and all record owners of mortgages on Units.

If the proposed termination is submitted to a meeting of the Association, and if the approval of the Unit Owners owning not less than 75% of the Common Elements and their Institutional Mortgagees is obtained, in writing, not later than sixty (60) days from the date of such meeting, then the approving Unit Owners (through the Association), shall have an option to buy all of the Units of the disapproving Unit Owners for the period of one hundred twenty (120) days from the date of such meeting. The vote of those Unit Owners approving the termination shall be irrevocable until the expiration of the option. Any Unit Owner voting against termination, or not voting, may, within fifteen (15) days from the date the vote was taken, change or cast his vote in favor of termination by delivering written notification thereof to the Secretary of the Association. The option shall be upon the following terms:

(a) EXERCISE OF OPTION. The option shall be exercised by delivery, or the mailing by registered mail, of an agreement to purchase, signed by the Association, to each of the Owners of the Units voting against termination. The agreement shall be subject to the purchase of all Units owned by Owners not approving the termination.

(b) PRICE. The sale price for each Unit shall be the fair market value as determined between the seller and the Association within thirty (30) days from the delivery of said agreement. In the absence of agreement on the price of any Unit, the price shall be determined by an appraiser appointed by the Chairman of the local Board of Realtors. A judgment of specific performance of the sale, at the price determined by the appraiser, may be entered in any court of competent jurisdiction.

(c) PAYMENT. The purchase price shall be paid in cash.

(d) FORM. The contract shall be in the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in Alachua County, Florida.

(e) CLOSING. The sale of all Units shall be closed simultaneously and within thirty (30) days following the determination of the sale price of the last Unit to be purchased.

15.3 CERTIFICATE. The termination of the Condominium shall be evidenced by a certificate of the Association executed

by its President and Secretary certifying the fact of the termination, which shall become effective upon the certificate being recorded in the Public Records.

15.4 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 that shall be equal to the sum of the undivided shares in the Common Elements appurtenant to the Units prior to termination so that the sum total of the ownership shall equal one hundred percent (100%).

15.5 OCCUPANCY RIGHTS AFTER TERMINATION. In the event of termination of the Condominium by agreement pursuant to Paragraph 15.2 hereof, each approving Unit Owner shall have the perpetual exclusive right to occupy the air space which formerly constituted said Unit Owner's Condominium Unit prior to termination, unless otherwise agreed upon in writing evidenced by a Certificate executed by said Unit Owner and recorded in the public records.

15.6 EXCLUSIVE RIGHTS EXTINGUISHED BY TERMINATION. All exclusive rights of use of Common Elements shall be extinguished by virtue of the termination of the Condominium.

15.7 AMENDMENT. This Paragraph 15 concerning termination cannot be amended without written consent of all Unit Owners, all record owners of mortgages upon the Units and if any Units are subject to the Lease Agreement, then the consent of Association shall be required.

15.8 EQUITABLE RIGHTS. Unit Owners shall have such rights as provided in F.S. 718.118.

16. AMENDMENTS. Except as herein or elsewhere provided, this Declaration may be amended in the following manner:

16.1 NOTICE. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

16.2 PROPOSAL OF AMENDMENT. An amendment may be proposed by either the 66% vote of the Board of Directors of the Association, or by 15% of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary within ten (10) days after the meeting. Except as elsewhere provided, a proposed amendment must be approved by either:

(a) The owners of units having at least two-thirds of the total votes of the membership.

(b) Until the first election of a majority of the directors by the membership as provided for in Article VII of the Articles of Incorporation, only by all of the directors.

16.3 AMENDMENT AS TO OMISSIONS OR ERRORS. If there is an omission or error in a declaration of condominium, or in other documents required by law to establish the condominium, the association may correct the error or omission by an amendment to the declaration, or the other documents required to create a condominium, by vote of a majority of the voting interests. The amendment is effective when passed and approved and a certificate of the amendment is executed and recorded as provided in s. 718.104. This procedure for amendment cannot be used if such an amendment would materially or adversely affect property rights of

unit owners, unless the affected unit owners consent in writing. This subsection does not restrict the powers of the association to otherwise amend the declaration, or other documentation.

(a) No amendment shall alter a Unit Owner's percentage in the Common Elements, alter his proportionate share in the Common Expense or Common Surplus, change a Unit Owner's voting rights, or alter the basis for apportionment of assessment which may be levied by the Association against a Unit Owner without the written consent of the Unit Owner.

(b) No amendment shall be passed which shall impair or prejudice the rights and priorities of any Institutional Mortgagee without the written consent of the Institutional Mortgagee affected.

(c) Until the last Unit in the Condominium is sold by the Developer, no amendment to this Declaration shall be made or shall be effective without the written approval of the Developer.

(d) Prior to the recordation in the Public Records of a deed from the Developer, the Developer without the joinder of any other person, may amend any of the provisions of this Declaration by filing an amendment in the Public Records.

16.4 EXECUTION AND RECORDING. Except as otherwise provided in this Declaration, a copy of each amendment shall be attached to a certificate, executed by the officers of the Association, certifying that the amendment was duly adopted. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records.

17. REMEDIES.

17.1 RELIEF. Each Unit Owner and the Association shall be governed by and shall comply with the provisions of this Declaration. A violation thereof shall entitle the appropriate party to the following relief: An action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, for any other action available pursuant to the Condominium Act or law. Suit may be sought by Association, Developer, or, if appropriate, by one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorneys' fees, including attorney's fees on appeal. Each Unit Owner acknowledges that the failure to comply with any of the provisions of this Declaration shall or may constitute an injury to the Association, Developer, or other Unit Owners, and that such injury may be irreparable. Upon request, an Institutional Mortgagee is entitled to written notification from the Association of any default by its mortgagor of any obligation under this Declaration or the By-Laws.

17.2 COSTS AND ATTORNEYS' FEES. In any proceeding arising because of an alleged default, act, failure to act, or violation by the Unit Owner or Association, including the enforcement of any lien granted pursuant to this Declaration or its exhibits, the Developer shall be entitled to recover the costs of the proceeding, including reasonable attorneys' fees. Further, in the event proceedings are instituted by or against the Developer for any reason whatsoever, including but not limited to (1) actions for declaratory judgment, (2) any claim that any of the above have not complied with their obligations under the Offering Circular, this Declaration and its exhibits, or (3) that any provision of the same is unconscionable, unfair (or the like) or violates any state or Federal law or regulation, and if the Developer is the prevailing party then, and in that event, they

shall be entitled to recover all costs of the proceedings. Said recoverable costs shall include, but are not limited to, reasonable attorney's fees at all levels of the proceeding, including appeals, together with all costs, including those not normally allowable in actions at law such as, but not limited to, copies of depositions, whether or not used at trial; travel expenses for witnesses traveling from without Alachua County for the purpose of testifying at trial or deposition; expert witnesses; fees for testifying at trial or deposition, together with such additional fees as the expert witness may charge the said party in connection with his preparation for giving such testimony; witness subpoenas issued to insure the presence of witnesses at deposition or at trial whether or not the witness shall actually appear or be called upon to testify.

17.3 NO WAIVER. The failure of the Developer to enforce any right, provision, covenant or condition created or granted by this Declaration shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.

17.4 RIGHTS CUMULATIVE. All rights, remedies and privileges granted to Association, the Developer or Unit Owner pursuant to any of the provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity. Each Unit Owner agrees in any proceeding brought pursuant to the provisions hereof not to plead or defend the same on the theory of "election of remedies."

17.5 VENUE; WAIVER OF TRIAL BY JURY. Every Unit Owner or Occupant and all persons claiming any interest in a Unit agrees that in any suit or proceeding brought pursuant to this Declaration, such suit shall be brought in the Circuit Court of the 8th Judicial Circuit in and for Alachua County, Florida, or the United States District Court, Northern District of Florida, as the same is now constituted or any court in the future that may be the successor to the courts contemplated herein. All such parties do further waive the right to trial by jury and consent to a trial by the court without a jury.

17.6 APPOINTMENT OF AGENT; PROVISIO. Should suit be instituted, the Unit Owners or Occupants do hereby irrevocably appoint the Secretary of State of the State of Florida as their Agent for the acceptance of service of process should, at the time of such service of process, any such person not be residing in Alachua County, Florida.

18. MISCELLANEOUS RIGHTS OF DEVELOPER.

18.1 RIGHT TO USE FACILITIES. Notwithstanding any provisions of this Declaration to the contrary, the Developer shall have the right to use and occupy any unsold Unit, the Common Elements and any of the Limited Common Elements, the exclusive use of which have not been assigned, for the purpose of a Sales Office or for any other purpose.

19. NOTICES. Whenever notices are required to be sent hereunder, the same may be delivered to Unit Owners, either personally or by mail, at their place of residence. Notices to the Association shall be delivered or mailed to the Secretary of the Association, or in case of the Secretary's absence, then to the President of the Association.

Notices to the Developer shall be made to Developer at:
2731 N.W. 41st Street, Suite B-3, Gainesville, Florida 32606.

20. CONSTRUCTION. All of the provisions of this Declaration shall be construed in accordance with the Laws of the State of Florida. This construction shall govern in all matters, including matters of substantive and procedural law.

21. GENDER. Unless the contrary appears to have been intended, words in the plural number shall include the singular and words in the singular shall include the plural, and words of the male gender shall include the female gender and the neutral gender.

22. CAPTIONS. The captions to the paragraphs of this Declaration are intended for convenience only and are not deemed to be all inclusive as to the matters contained in such paragraphs or considered in connection with the construction of any of the provisions of this Declaration.

23. SEVERABILITY. If any term or provision of this Declaration, or the application thereof to any person or circumstances, shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Declaration, or the application of such term or provision to persons or circumstances other than those to which such term may be held invalid or unenforceable, shall not be affected thereby and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

24. NOTICE OF ACTION. Upon written request to the Association, identifying their name and address and the unit number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the project or any unit estate on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owed by an owner of a unit estate subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of 60 days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders;

(e) Unless the formula for reallocation of interests in the common areas after a partial condemnation or partial destruction of a condominium project is fixed in advance by the constituent documents or by applicable law, no reallocation of interests in the common areas resulting from a partial condemnation or partial destruction of such a project may be effected without the prior approval of eligible holders holding mortgages on all remaining units whether existing in whole or in part, and which have at least 51 percent of the votes of such remaining units subject to eligible holder mortgages;

(f) An eligible mortgage holder who receives a written request to approve additions or amendments to the Declaration, the By-Laws or the Articles of Incorporation and who does not deliver or mail to the requesting party a negative response within 30 days shall be deemed to have approved such request.

25. CONDEMNATION.

25.1 DEPOSIT OF AWARDS WITH ASSOCIATION OR INSURANCE TRUSTEE. The taking of condominium property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association or Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association or Insurance Trustee; and in the event of failure to do so, in the discretion of the board of directors of the Association a special assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that owner.

25.2 DETERMINATION WHETHER TO CONTINUE CONDOMINIUM. Whether the condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

25.3 DISBURSEMENT OF FUNDS. If the condominium is terminated after condemnation, the proceeds of the awards and special assessments will be deemed to be the condominium property and shall be owned and distributed in the manner provided from insurance proceeds if the condominium is terminated after a casualty. If the condominium is not terminated after condemnation, the size of the condominium will be reduced, the owners of the condemned units will be made whole and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and special assessments shall be used for these purposes and shall be disbursed in a manner provided for disbursement of funds by the Association or Insurance Trustee after a casualty.

25.4 UNIT REDUCED BUT TENANTABLE. If the taking reduces the size of the unit and the remaining portion of the unit can be made tenantable, the award for the taking of a portion of the unit shall be used for the following purposes in the order stated and the following charges shall be effected in the condominium:

(a) **RESTORATION OF UNIT.** The unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the owner of the unit.

(b) **DISTRIBUTION OF SURPLUS.** The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.

(c) **ADJUSTMENT OF SHARES IN COMMON ELEMENTS.** If the floor area of the unit is reduced by the taking, the number representing the share in the Common Elements appurtenant to the unit shall be reduced in the proportion by which the floor area of the unit is reduced by the taking, and then the shares of all Unit Owners in the Common Elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

25.5 UNIT MADE UNTENANTABLE. If the taking is of the entire unit or so reduces the size of a unit that it cannot be made tenantable, the award for the taking of the unit shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

(a) PAYMENT OF AWARD. The market value of the unit immediately prior to the taking shall be paid to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.

(b) ADDITION TO COMMON ELEMENTS. The remaining portion of the unit, if any, shall become a part of the common elements and shall be placed in condition for use by all of the unit owners in the manner approved by the board of directors of the Association; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(c) ADJUSTMENT OF SHARES IN COMMON ELEMENTS. The shares in the Common Elements appurtenant to the units that continue as part of the condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as percentages of the total of the numbers representing the shares of these owners as they exist prior to the adjustment.

(d) ASSESSMENTS. If the amount of the award for the taking is not sufficient to pay the market value of the condemned unit to the owner and to condition the remaining portion of the unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by assessments against all of the Unit Owners who will continue as owners of units after the changes in the condominium effected by the taking. The assessments shall be made in proportion to the shares of those owners in the common elements after changes effected by the taking.

(e) ARBITRATION. If the market value of a unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the unit and the Association within 30 days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be one appraiser each appointed by the Unit Owner, mortgagee of the unit, and the Association who shall base their determination upon an average of their appraisals of the unit; and an average of their appraisals of the unit; and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Unit Owners in proportion to the shares of the owners in the Common Elements as they exist prior to the changes effected by the taking.

25.6 TAKING OF COMMON ELEMENTS. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements useable in the manner approved by the board of directors of the Association; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation. If there is a mortgage of a unit, the distribution shall be paid jointly to the owners and

mortgagees of the unit.

25.7 AMENDMENT OF DECLARATION. The changes in units, in the Common Elements and in the ownership of the Common Elements that are affected by condemnation shall be evidenced by an amendment of the declaration of condominium that need be approved only by an amendment of the declaration of condominium that need be approved only by a majority of all directors of the Association.

IN WITNESS WHEREOF, the Developer has executed this Declaration on this 1st day of February, 1990.

Signed, Sealed and Delivered
in the presence of:

[Signature]
.....
[Signature]
.....

MERRILL-LYONS, INC.

By: *[Signature]*
Merrill Pugh, Pres.



STATE OF FLORIDA)
) SS:
COUNTY OF ALACHUA)

BEFORE ME, the undersigned authority, personally appeared MERRILL PUGH, to me well known to be the person described in and who executed the foregoing instrument as President of MERRILL-LYONS, INC., a Florida corporation, and he acknowledged before me that he executed said instrument as such officer of said corporation, and that such instrument is the free act and deed of said corporation.

WITNESS my hand and seal, at the State and County aforesaid, this 1st day of February, 1990.

[Signature] (SEAL)
Notary Public, State of Florida
at Large

My Commission Expires:

☒ Notary Public, State of Florida
My Commission Expires Nov. 16, 1993
☐ Notary Public, State of Florida



FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, COLONY REEF CLUB II CONDOMINIUM ASSOCIATION, a Florida Corporation, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration of Condominium and Exhibits attached hereto.

IN WITNESS WHEREOF, the above-named Condominium Association, a Florida Corporation, has caused these presents to be signed in its name by its President, attested to by its Secretary, this 1st day of February, 1990.

Signed, Sealed and Delivered in the presence of:

COLONY REEF CLUB II CONDOMINIUM ASSOCIATION, INC.

[Signature]
[Signature]

[Signature] (SEAL)
 President

ATTEST

[Signature] (SEAL)
 Secretary

STATE OF FLORIDA)
) SS:
 COUNTY OF ALACHUA)

BEFORE ME, the undersigned authority, personally appeared Merrill Pugh and Harold A. Lyons, to me well known to be the person described in and who executed the foregoing instrument as President and Secretary, respectively, of COLONY REEF CLUB II CONDOMINIUM ASSOCIATION, INC., a Florida Corporation, and he acknowledged before me that he executed said instrument as such officers of said corporation, and that such instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, at the State and County aforesaid, this 1st day of February, 1990.

[Signature] (SEAL)
 Notary Public, State of Florida
 at Large

My Commission Expires:

Notary Public, State of Florida
 My Commission Expires Nov. 13, 1993
 E. J. & H. W. Fry, Jr. Insurance Co.

CONSENT OF MORTGAGEE

The undersigned, FLORIDA NATIONAL BANK, a corporation organized and existing under the laws of the United States of America, hereby consents to the recording of the Declaration of Condominium of COLONY REEF CLUB II, A CONDOMINIUM this 31st day of January, 1990.

WITNESSES:

[Signature]
[Signature]

FLORIDA NATIONAL BANK

By: David Ayers
Vice-President

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day in the above-named State and County before me, an officer duly authorized and acting, personally appeared David Ayers as Vice-President of Florida National Bank, a corporation organized and existing under the laws of the United States of America, to me known to be the person described in and who executed the foregoing Consent of Mortgagee, and s/he acknowledged then and there before me that s/he executed the same as such officer for the purposes therein expressed; and that s/he affixed thereto the official seal of said corporation; and that the said agreement is the act and deed of said corporation.

WITNESS my hand and official seal this 31st day of January, 1990.



David Ayers
Notary Public
My Commission Expires:

12/31/90
My Commission Expires 12/31/90

Exhibit 1

EXHIBIT "A"

COLONY REEF CLUB II
A CONDOMINIUM
ST. JOHNS COUNTY, FLORIDA

Attached to this exhibit and made a part hereof is
the survey of the above named condominium.

Sheet 1 of 8

LEGAL DESCRIPTION FOR PHASE 1 OF COLONY REEF CLUB II, A CONDOMINIUM
LOCATED IN ST. JOHNS COUNTY, FLORIDA

A PORTION OF THE SOUTH 300 FEET OF GOVERNMENT LOT 4 AND THE NORTH 100 FEET OF GOVERNMENT LOT 5 LYING EAST OF STATE ROAD A1A, BEING A PORTION OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

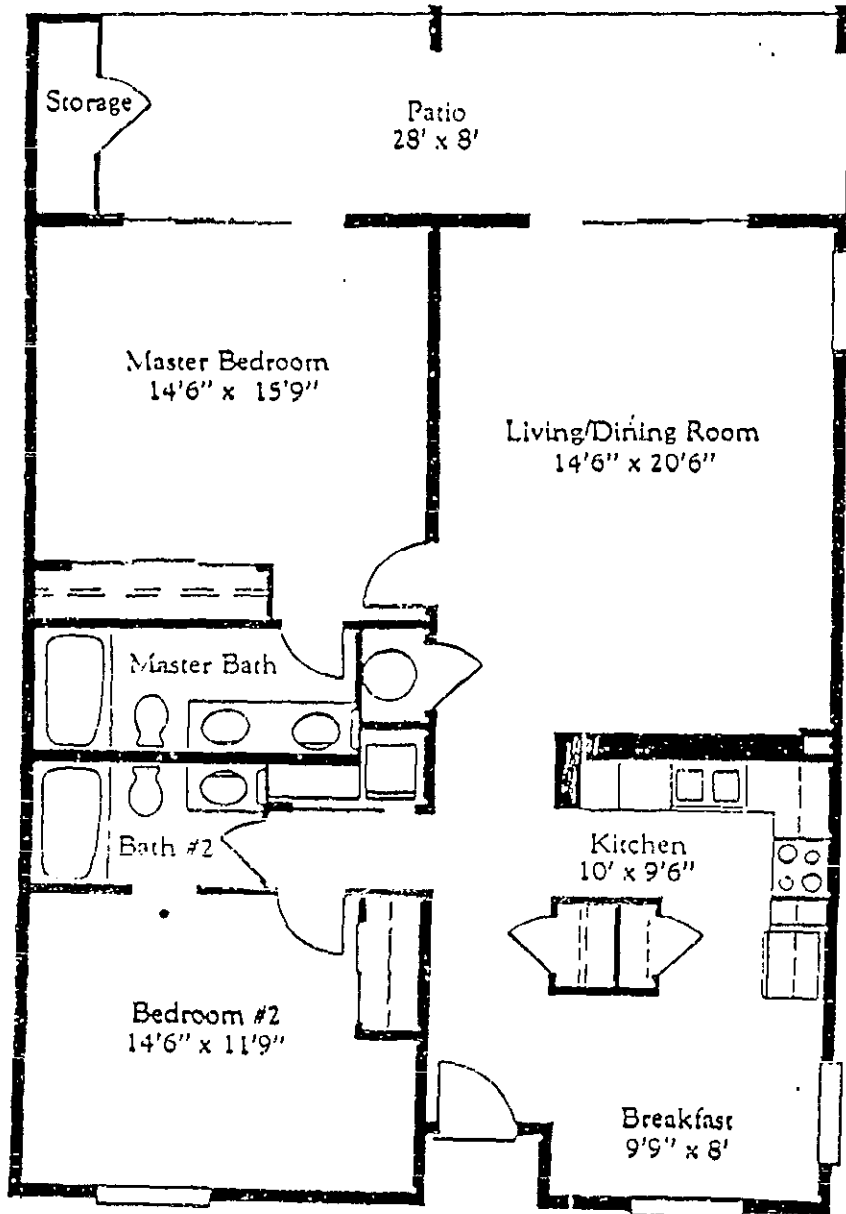
COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTH 300 FEET OF GOVERNMENT LOT 4, BEING ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD A1A, AND RUN S 13° 21' 09" E, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 238.18 FEET; THENCE RUN N 89° 24' 30" E, A DISTANCE OF 325.19 FEET; THENCE RUN N 44° 24' 30" E, A DISTANCE OF 10.35 FEET; THENCE RUN S 45° 35' 30" E, A DISTANCE OF 35.38 FEET TO THE POINT OF BEGINNING; THENCE RUN N 89° 24' 30" E, A DISTANCE OF 30.00 FEET; THENCE RUN N 00° 35' 30" W, A DISTANCE OF 15.00 FEET; THENCE RUN N 89° 24' 30" E, A DISTANCE OF 72.00 FEET; THENCE RUN S 00° 35' 30" E, A DISTANCE OF 15.00 FEET; THENCE RUN N 89° 24' 30" E, A DISTANCE OF 30.00 FEET; THENCE RUN S 00° 35' 30" E, A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 100 FEET OF SAID GOVERNMENT LOT 5; THENCE RUN S 89° 24' 30" W, ALONG SAID SOUTH LINE, A DISTANCE OF 132.00 FEET; THENCE RUN N 00° 35' 30" W, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES OVER THE FOLLOWING DESCRIBED PROPERTY:

A 30 FOOT INGRESS-EGRESS EASEMENT LYING IN A PORTION OF THE SOUTH 300 FEET OF GOVERNMENT LOT 4 AND THE NORTH 100 FEET OF GOVERNMENT LOT 5 LYING EAST OF STATE ROAD A1A, BEING A PORTION OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, SAID EASEMENT LYING 15 FEET LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE:

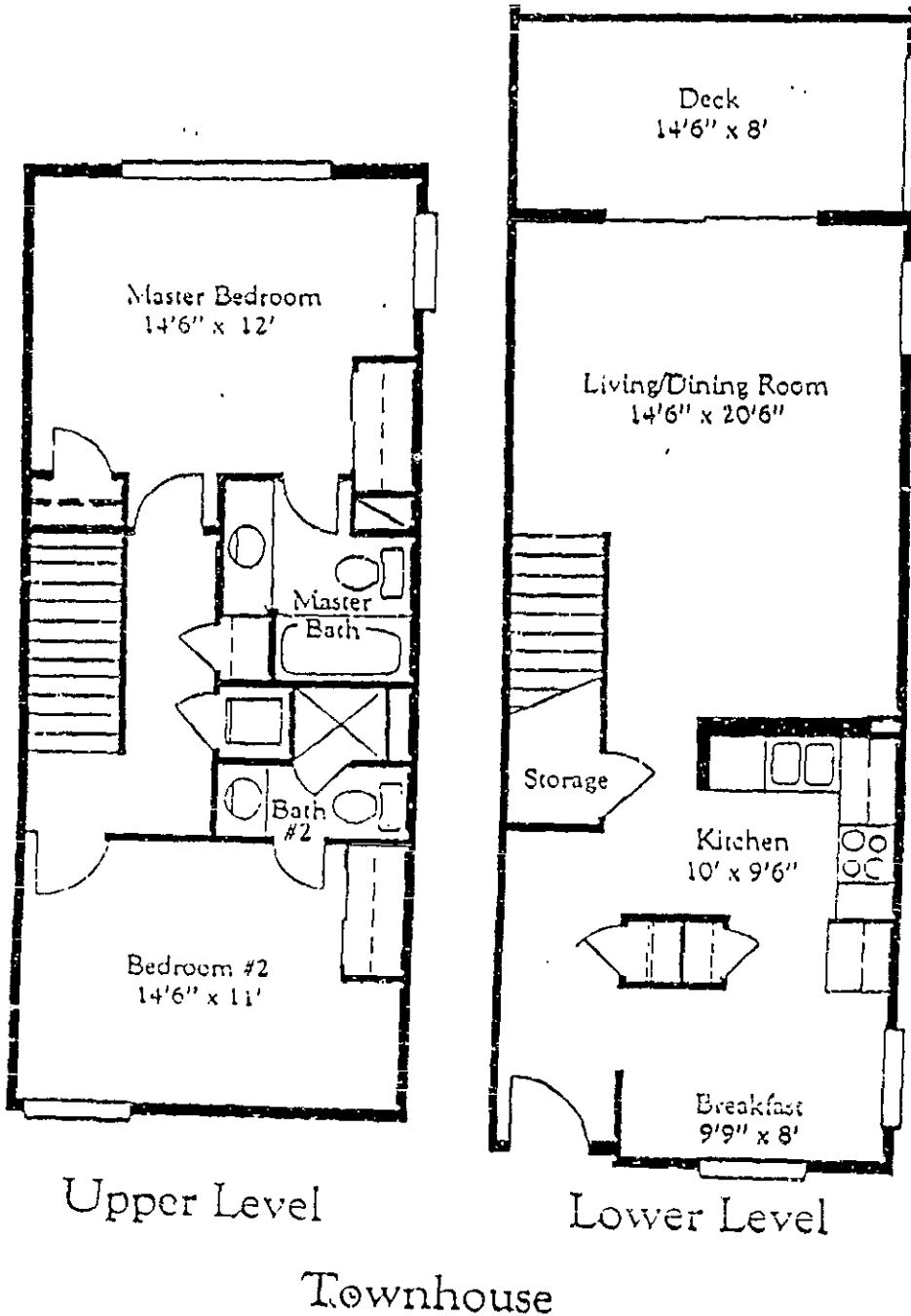
COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTH 300 FEET OF GOVERNMENT LOT 4, BEING ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD A1A, AND RUN S 13° 21' 09" E, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 168.10 FEET TO THE POINT OF BEGINNING; THENCE RUN N 76° 23' 33" E, A DISTANCE OF 114.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A CENTRAL ANGLE OF 60° 00' 00" AND A RADIUS OF 34.64 FEET; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.28 FEET, BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 46° 23' 33" E, 34.64 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A CENTRAL ANGLE OF 73° 00' 57" AND A RADIUS OF 135.10 FEET; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 172.17 FEET, BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 52° 54' 02" E, 160.75 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN N 89° 24' 30" E, A DISTANCE OF 277.00 FEET; THENCE RUN S 81° 43' 24" E, A DISTANCE OF 77.50 FEET; THENCE RUN S 24° 40' 30" E, A DISTANCE OF 72.79 FEET; THENCE RUN S 00° 39' 30" E, A DISTANCE OF 108.00 FEET; THENCE RUN S 12° 12' 11" E, A DISTANCE OF 156.00 FEET; THENCE RUN S 89° 24' 30" W, A DISTANCE OF 176.33 FEET TO THE TERMINUS OF SAID CENTERLINE.

TOGETHER WITH: COMMENCE AT THE SAID NORTHWEST CORNER OF THE SOUTH 300 FEET OF GOVERNMENT LOT 4 AND RUN S 13° 21' 09" E, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 211.40 FEET TO THE POINT OF BEGINNING; THENCE RUN N 76° 23' 33" E, A DISTANCE OF 40.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A CENTRAL ANGLE OF 60° 00' 00" AND A RADIUS OF 121.24 FEET; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 126.97 FEET, BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 46° 23' 33" E, 121.24 FEET TO THE POINT OF REVERSE CURVATURE OF THE ABOVE DESCRIBED CENTERLINE.



Flat

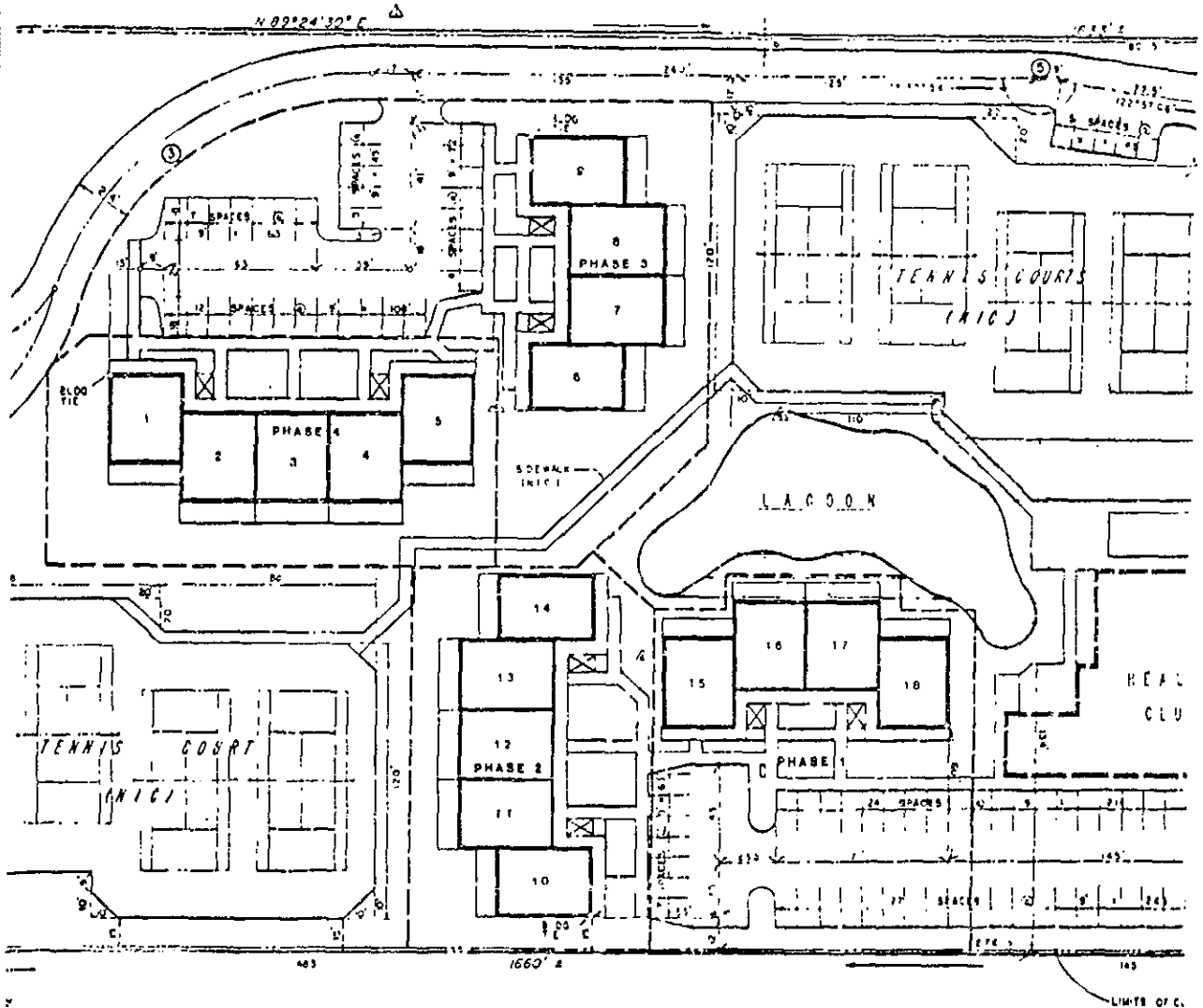
Units 17-A and 18-A are this floorplan.
Units 15-A and 16_a are mirror images of this floorplan.



Units 15-C, 16-C, 17-C, and 18-C are this floorplan.
Units 15-B, 16-B, 17-B, and 18-B are mirror images of this floorplan.

SUBSEQUENT PHASES

COLONY REEF CLUB II, A CONDOMINIUM



Phases 2, 3, and 4 are shown in relation to Phase 1 of the condominium. The subsequent phases may be added as provided for in the Declaration of Condominium. Phase 2 will have 15 units; Phase 3 will have 12 units; and Phase 4 will have 15 units. "A" units will be Flats on the first floor and "B" and "C" units will be two-story Townhouses on the second and third floors. All units in subsequent phases shall contain between 1,150 and 1,250 square feet.

Charles D. Sapp and Associate

CONSULTING ENGINEER — LAND SURVEYOR
8511 S.W. 10th AVENUE
GAINESVILLE, FLORIDA 32607
(904) 332-8328

Charles D. Sapp, P.E.
Consulting Engineer

Robert M. Sapp, R.L.S.
Land Surveyor

FEBRUARY 20, 1989

LEGAL DESCRIPTION FOR PHASE 2 OF COLONY REEF CLUB II, A CONDOMINIUM
LOCATED IN ST. JOHNS COUNTY, FLORIDA

A PORTION OF THE SOUTH 300 FEET OF GOVERNMENT LOT 4 AND THE NORTH 100 FEET OF GOVERNMENT LOT 5 LYING EAST OF STATE ROAD A1A, 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 FEET OF GOVERNMENT LOT 4, BEING ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD A1A, AND RUN S 13° 21' 09" E, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 238.18 FEET; THENCE RUN N 89° 24' 30" E, A DISTANCE OF 257.53 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 89° 24' 30" E, A DISTANCE OF 67.66 FEET;

THENCE RUN N 44° 24' 30" E, A DISTANCE OF 10.35 FEET; THENCE RUN S 45° 33' 30" E, A DISTANCE OF 35.38 FEET; THENCE RUN S 00° 35' 30" E, A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 100 FEET OF SAID GOVERNMENT LOT 5; THENCE RUN S 89° 24' 30" W, ALONG SAID SOUTH LINE, A DISTANCE OF 100.00 FEET; THENCE RUN N 00° 35' 30" W, A DISTANCE OF 157.70 FEET TO THE POINT OF BEGINNING.

Charles D. Sapp and Associate

CONSULTING ENGINEER — LAND SURVEYOR

9511 S.W. 19th AVENUE
GAINESVILLE, FLORIDA 32607
(804) 332-8328Charles D. Sapp, P.E.
Consulting EngineerRobert M. Sapp, R.L.S.
Land Surveyor

FEBRUARY 20, 1989

LEGAL DESCRIPTION FOR PHASE 3 OF COLONY REEF CLUB II, A CONDOMINIUM
LOCATED IN ST. JOHNS COUNTY, FLORIDA

A PORTION OF THE SOUTH 300 FEET OF GOVERNMENT LOT 4 LYING EAST OF STATE ROAD A1A, 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 FEET OF GOVERNMENT LOT 4, BEING ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD A1A, AND RUN S 13° 21' 09" E, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 238.18 FEET; THENCE RUN N 89° 24' 30" E, A DISTANCE OF 107.53 FEET; THENCE RUN N 00° 35' 30" W, A DISTANCE OF 86.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 136.92 FEET AND A CENTRAL ANGLE OF 80° 42' 10", SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 192.85 FEET, BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 49° 03' 25" E, 177.30 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN N 89° 24' 30" E, A DISTANCE OF 135.54 FEET; THENCE RUN S 00° 35' 30" E, A DISTANCE OF 147.80 FEET; THENCE RUN S 44° 24' 30" W, A DISTANCE OF 74.95 FEET; THENCE RUN S 89° 24' 30" W, A DISTANCE OF 32.66 FEET; THENCE RUN N 00° 35' 30" W, A DISTANCE OF 100.00 FEET; THENCE RUN S 89° 24' 30" W, A DISTANCE OF 168.52 FEET; THENCE RUN S 49° 03' 25" W, A DISTANCE OF 21.62 FEET TO THE POINT OF BEGINNING.

Charles D. Sapp and Associate

CONSULTING ENGINEER — LAND SURVEYOR
9511 S.W. 18th AVENUE
GAINESVILLE, FLORIDA 32607
(804) 332-6328

Charles D. Sapp, P.E.
Consulting Engineer

Robert M. Sapp, R.L.S.
Land Surveyor

FEBRUARY 20, 1989

**LEGAL DESCRIPTION FOR PHASE 4 OF COLONY REEF CLUB II, A CONDOMINIUM
LOCATED IN ST. JOHNS COUNTY, FLORIDA**

A PORTION OF THE SOUTH 300 FEET OF GOVERNMENT LOT 4 LYING EAST OF STATE ROAD A1A, 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 FEET OF GOVERNMENT LOT 4, BEING ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD A1A, AND RUN S 13° 21' 09" E, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 238.18 FEET; THENCE RUN N 89° 24' 30" E, A DISTANCE OF 107.53 FEET TO THE POINT OF BEGINNING; THENCE RUN N 00° 35' 30" W, A DISTANCE OF 86.00 FEET; THENCE RUN N 49° 03' 25" E, A DISTANCE OF 21.62 FEET; THENCE RUN N 89° 24' 30" E, A DISTANCE OF 168.52 FEET; THENCE RUN S 00° 35' 30" E, A DISTANCE OF 100.00 FEET; THENCE RUN S 89° 24' 30" W, A DISTANCE OF 185.00 FEET TO THE POINT OF BEGINNING.

O.R. 845 PG 0603

I.P. Rd
NW Corner of the South 300'
of Govt Lot 4.

168.15'
S 13° 21' 09" E
138.18'

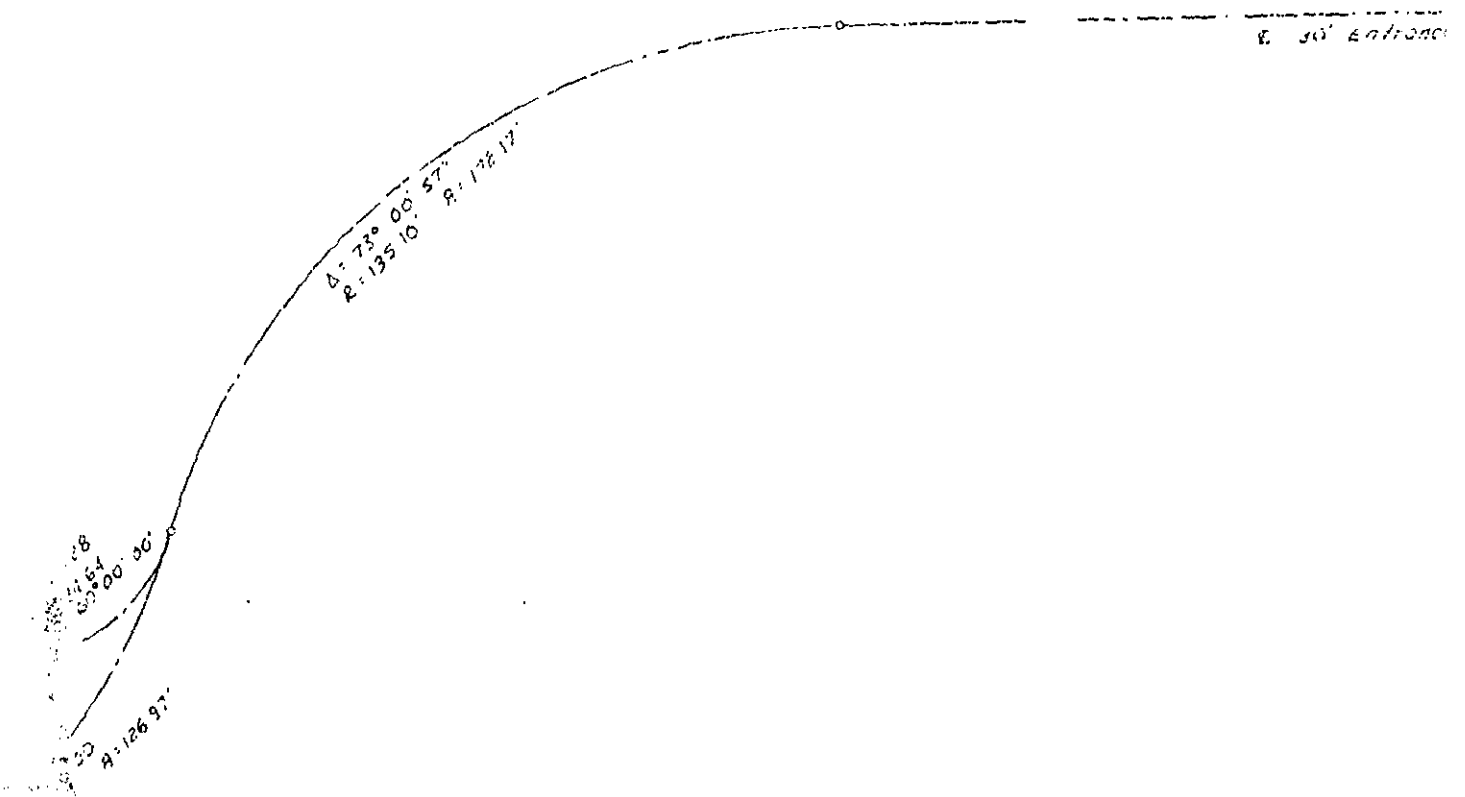
N 76° 00' 00" E
114.23'

O.R. 845 PG 0604

COLONY

A CC

SITUATED IN SE
ST.



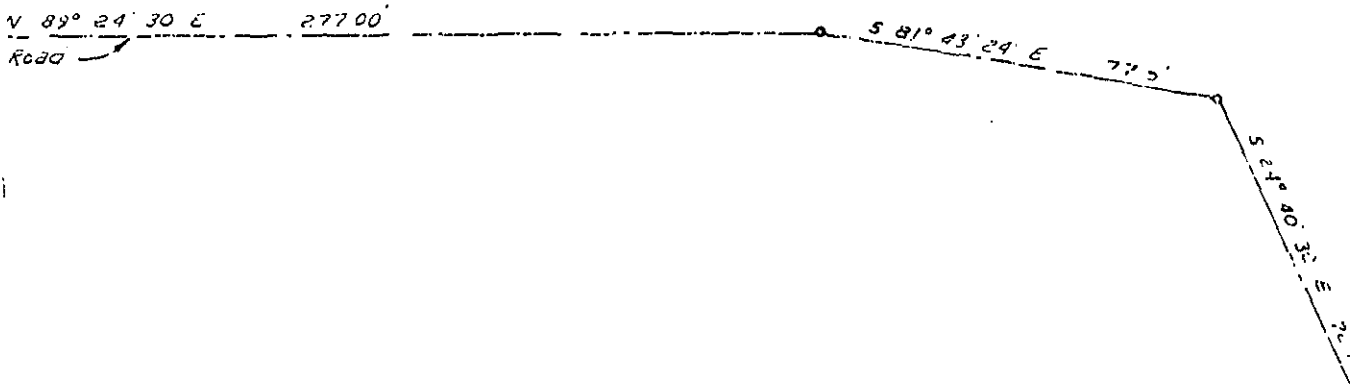
O.R. 845 PG 060

REEF CLUE

CONDOMINIUM

SECTION 15, TWP. 8 SOUTH, RGE. 30 EAST

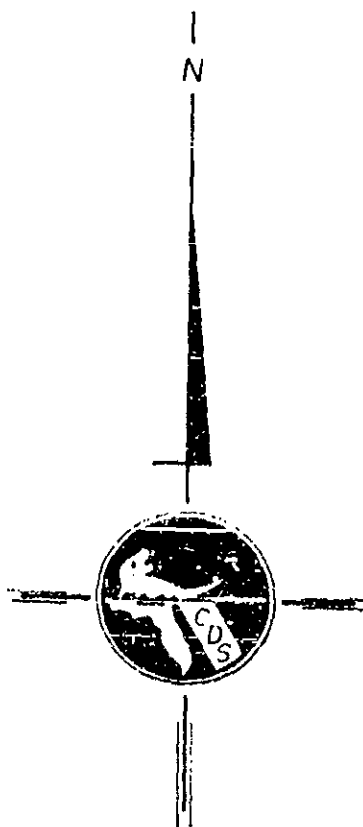
JOHNS COUNTY, FLORIDA

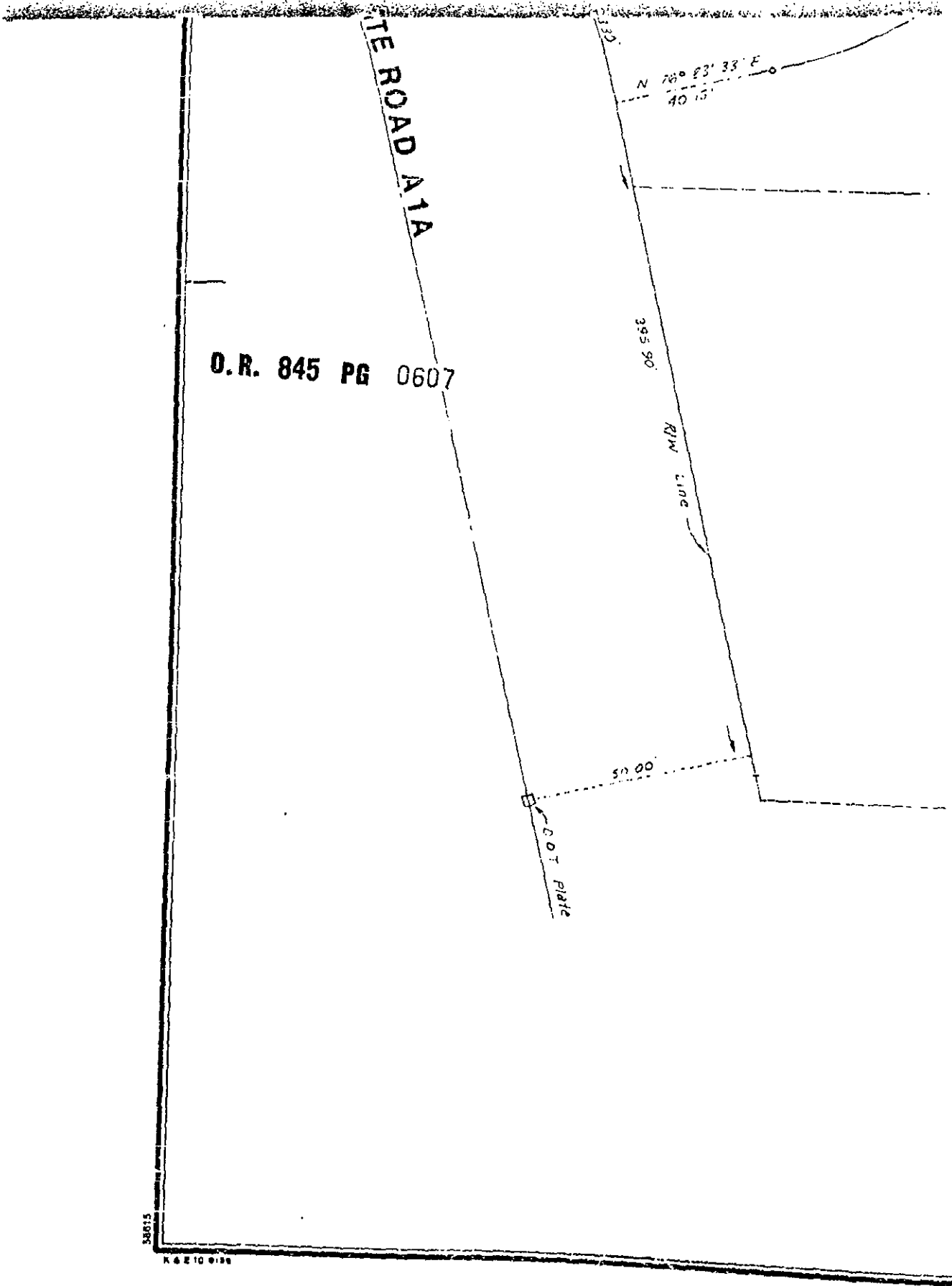


NOTE: ALL AREAS EXTERIOR OF THE
MAIN STRUCTURE AND REAR PORCH,
BALCONY AND UTILITY ROOM ARE
COMMON AREA.

II II

O.R. 845 PG 0606





7

N 89° 24' 30" E 217.66'

O.R. 845 PG 0608

N 44° 24' 30" E
10.35'
S 45° 35' 30" E
35.38'

150.00'

N 00° 35' 30" W

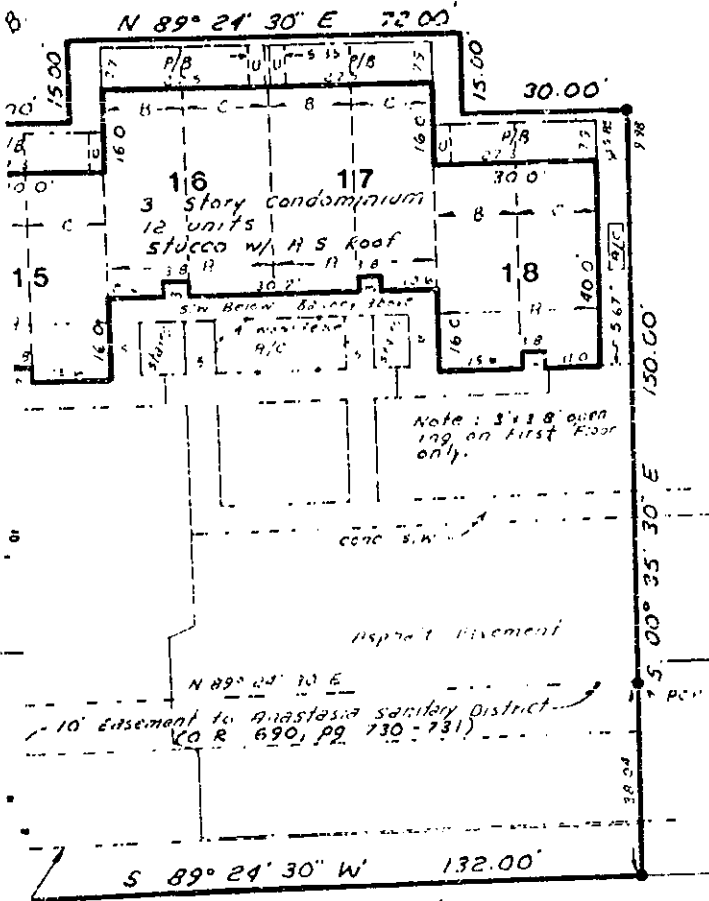
N 35° 24' 19" E
1.19'

South Line of the North 100' of Gov't Lot 5

NOTE: THE REAR PORCH/BALCONY AND UTILITY ROOM ARE PART OF THE CONTIGUOUS UNIT.

P/B Denotes Porch 1st Floor
Balcony 2nd Floor
U denotes Utility Room 1st Floor

O.R. 845 PG 0609



First Floor Elev 18.15 msl
Second Floor Balc Elev 27.55 msl
Peak of Roof Elev 52.55 msl
Second Floor Elev 27.62 msl
Third Floor Elev 36.36 msl
Ceiling Height : 8.0'

Unit A : First floor flat
Units B & C : Second & Third Floor

NOTE: ELEVATIONS SHOWN HEREON ARE BASED ON MEAN SEA LEVEL DATUM

EC 10' Power & Light Co. Easement (O.R. 657, PG 369-370)

1. THE UNDERSIGNED SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS AS SHOWN HEREON ARE SUBSTANTIALLY COMPLETE SO THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, AND OF EACH UNIT CAN BE DETERMINED FROM THOSE MATERIALS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS OF JANUARY 25, 1990.

PREPARED BY: Robert M. Sapp
ROBERT M. SAPP, R.L.S.
FLA. CERT. NO. 1326

0 30 60

SCALE: 1" = 30'

- DENOTES IRON PIPE FOUND
- DENOTES IRON PIPE SET (NO. 1326)

O.R. 845 PG 0610

SURVEYOR'S NOTES

1. THE BLARING STRUCTURE SHOWN HEREON IS BASED ON THE LEGAL DESCRIPTION OF THE PARENT TRACT AND THE EAST RIGHT OF WAY LINE OF STATE ROAD A1A.
2. I DO HEREBY CERTIFY THAT THIS SURVEY CONFORMS TO THE MINIMUM TECHNICAL STANDARDS AS PER SECTION 472.07, FLORIDA STATUTES.
3. THIS SURVEY IS HEREIN CERTIFIED TO:
MERRILL-LYONS, INC.
FLORIDA NATIONAL BANK AND/OR ITS ASSIGNS.
CARL L. JOHNSON, ATTY.
ATTORNEYS' TITLE INSURANCE FUND, INC.
4. SEE ATTACHED LEGAL DESCRIPTION.
5. I DO HEREBY CERTIFY THAT THE COASTAL CONSTRUCTION SETBACK LINE, MEAN HIGH WATER LINE AND VEGETATION LINE OF THE ATLANTIC OCEAN LIE EAST OF THE SUBJECT PROPERTY.

SURVEY PREPARED BY: Robert M. Sapp
ROBERT M. SAPP, R.L.S.
FLA. CERT. NO. 1326

DATE: Sept. 20, 1989

Final Improvements: Jan 25, 1990

CHARLES D. SAPP AND ASSOCIATE
CONSULTING ENGINEER ... LAND SURVEYOR
GAINESVILLE, FLORIDA
9511 SW 19TH AVENUE

89-7

EXHIBIT 2 TO
DECLARATION OF CONDOMINIUM
COLONY REEF CLUB II, A CONDOMINIUM
FRACTION FOR EACH UNIT

The fractional share of ownership of the common elements and the share of common expenses for each unit shall be one-twelfth (1/12).

FIRST AMENDED
EXHIBIT 2 TO
DECLARATION OF CONDOMINIUM
COLONY REEF CLUB II, A CONDOMINIUM
FRACTION, FOR EACH UNIT

The fractional share of ownership of the common elements and the share of common expenses for each unit shall be one-twenty-seventh (1/27).

SECOND AMENDED
EXHIBIT 2 TO
DECLARATION OF CONDOMINIUM
COLONY REEF CLUB II, A CONDOMINIUM
FRACTION FOR EACH UNIT

The fractional share of ownership of the common elements and the share of common expenses for each unit shall be one-thirty-ninth (1/39).

THIRD AMENDED
EXHIBIT 2 TO
DECLARATION OF CONDOMINIUM
COLONY REEF CLUB II, A CONDOMINIUM
FRACTION FOR EACH UNIT

The fractional share of ownership of the common elements and the share of common expenses for each unit shall be one fifty-fourth (1/54).